



City of St. Helena
Regular City Council Meeting
Tuesday, September 27, 2022 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

The City Council meeting will be live-streamed on Comcast Channel 28 and on the City's website. Public comment for City Council meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be emailed by 4:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda.

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@cityofstheleena.org.

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://stheleena.civicweb.net/portal/>.

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@cityofstheleena.org.

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

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members: Anna Chouteau, Eric Hall and Lester Hardy
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.
6. 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.

7. 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)

- 7.1. Consideration and proposed approval of Regular Meeting Minutes of September 13, 2022. 7 - 12

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzaopoulos, City Clerk
Recommendation:
Approve

[09-13-2022 Regular City Council - Minutes](#)

- 7.2. Consideration of Approval of a Resolution Authorizing Temporary Closure of Hunt Avenue from November 21, 2022 until January 3, 2023 for the Wine Barrel Tree Display 13 - 19

CEQA Determination: Not a CEQA project
Prepared By: Dave Jahns, Parks & Recreation Director
Recommendation:
Approve a resolution authorizing temporary closure of Hunt Avenue, between Main Street and Railroad Avenue, from November 21, 2022 - January 3, 2023.

[Staff Report - Pdf](#)

[Public Comment.Fran and Larry Heit](#)

- 7.3. Quarterly Grant Report for FY 2022 Q4 for the period ending June 30, 2022. 21 - 28

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Receive and file report.

[Staff Report - Pdf](#)

- 7.4. Consideration and Approval of a Resolution for an Employment Agreement with Joseph Leach to serve as the Director of Public Works. 29 - 40

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends the City Council adopt the attached resolution.

[Staff Report - Pdf](#)

- 7.5. Consideration and adoption of a Resolution: (1) Awarding the R22-79 Pavement Restoration Improvements Project to Argonaut Constructors in the amount of \$1,157,192.50; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA). 41 - 57
- CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
 Prepared By: Mario Traverso, Public Works Assistant Engineer
 Recommendation:
 Adopt the attached resolution.
[Staff Report - Pdf](#)
- 7.6. August 2022 Review and Forecasting of City Water Supply Availability 59 - 64
- CEQA Determination: Exempt
 Prepared By: Ian Dale, Environmental Services Tech
 Recommendation:
 Receive and file.
[Staff Report - Pdf](#)
- 7.7. Consideration of approval of a resolution establishing a 401(a) Governmental Money Purchase Plan and authorizing the City Manager to execute all necessary agreements and plan documents. 65 - 71
- CEQA Determination: Not a CEQA project
 Prepared By: Mandy Kellogg, Administrative Services Director
 Recommendation:
 Approval of a resolution establishing a 401(a) Governmental Money Purchase Plan and authorizing the City Manager to execute all necessary agreements and plan documents.
[Staff Report - Pdf](#)
- 7.8. Consideration and proposed approval of a resolution amending the City of St. Helena Conflict of Interest Code pursuant to the Political Reform Act of 1974 73 - 100
- CEQA Determination: Not a CEQA project
 Prepared By: Cindy Tzaopoulos, City Clerk
 Recommendation:
 It is recommended that the City Council adopt a Resolution approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.
[Staff Report - Pdf](#)
- 7.9. Consideration of Resolution rescinding Resolution 2021-32 and extending a portion of Hunt Avenue to the City's List of Red Zones (parking prohibitions) 101 - 127

CEQA Determination: Not a CEQA project
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Approve the attached resolution.
[Staff Report - Pdf](#)

8. PUBLIC HEARINGS

- 8.1. Introduction and First Reading of an Ordinance of the City Council of the City of St. Helena Amending Section 8.24.010 Of Chapter 24 To Title 8 of The St. Helena Municipal Code Regarding Leaf Blowers 129 - 159

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.
Prepared By: Preya Nixon, Asst. to the City Manager
Recommendation:
Introduce by title only and waive further reading of an Ordinance of the City Council of the City of St. Helena Amending Section 8.24.010 Of Chapter 24 To Title 8 of The St. Helena Municipal Code Regarding Leaf Blowers
[Staff Report - Pdf](#)
[Public Comment.Chris Warner](#)
[Public Comment.Pam Smithers](#)
[Public Comment.Jack Oliver](#)
[Public Comment.Loraine Stuart](#)
[Public Comment.Leslie Stanton](#)

- 8.2. Consideration and Proposed Introduction of an Ordinance adopting St. Helena Police Department Policy 707 "Military Equipment" as required by AB 481 for the Funding, Acquisition, and Use of Military Equipment 161 - 186

CEQA Determination: Not a CEQA project
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Recommend that the City Council Introduce by Title Only and Waive First Reading of the Ordinance Adopting Police Department Policy No. 709 (Military Equipment Policy) In Accordance With AB 481.
[Staff Report - Pdf](#)

9. OLD BUSINESS

- 9.1. Consideration and Proposed approval of a Resolution: (1) approving of a two-year lease agreement for four Automatic License Plate Readers (ALPR's) from Flock Safety for a total of \$26,800 and (2) authorizing a budget increase of \$26,800 to COPS grant fund account number 244-4900-2215 for the lease payments. 187 - 229

CEQA Determination: Exempt
Prepared By: Justin Tharp, Lieutenant
Recommendation:
Staff recommends approval of the attached resolution.

[Staff Report - Pdf](#)
[Public Comment.Bobbi Monnette](#)
[Public Comment.Seth Tenscher](#)

10. ADJOURNMENT

The next Regular City Council meeting is scheduled for October 11, 2022, at 6:00 p.m.

This agenda was posted at City Hall, 1572 Railroad Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on September 23, 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.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, September 13, 2022 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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: No

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

4.1

Council Member Anna Chouteau moved to adopt the agenda as presented. 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 the City Council.

- 7. PRESENTATIONS AND PUBLIC RECOGNITIONS**

Regular City Council
September 13, 2022

7.1 Oaths of office for:

- ~~Allan Lacson, Plant Operator-I~~
- ~~Darren Gardette, Plant Operator-II~~
- Ashley Sylvester, Recreation Supervisor

Darren Gardette and Allan Lacson weren't present.

8. YOUTH REPRESENTATIVE BRIEFING

8.1 Presentation from Youth Representatives on High School and Middle School Survey Results

CEQA Determination: Not a CEQA project

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

Recommendation:

Receive presentation from Youth Representatives.

Youth representatives Clayton Burton, Brandon Diaz and Talia Ricci presented the survey results from two (2) surveys that was developed by Vice Mayor Dohring and Council Member Chouteau. The survey results were from the High School and Middle School students in the St. Helena Unified School District.

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 August 9, 2022

9.2 Consideration and Proposed Approval of a Resolution (1) Approving the Memorandum of Understanding Between the City of St. Helena and the St. Helena Employees Association (SHEA) for a Three-year Contract Commencing on July 1, 2022 and Expiring on June 30, 2025 and (2) Adopting and Approving Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for the St. Helena Employees Association Member Classifications.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

9.3 Consideration and recommended approval of a resolution approving:

1. Professional Services Agreement with Dudek to provide services associated with Phase I - St. Helena Defensible Space and Fuels Management Project for a total not to exceed \$122,649; and

Regular City Council
September 13, 2022

2. Approving a budget increase to 101-40-00-21-45 in the amount of \$40,750 for the required City contribution of 25%.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve of a resolution authorizing:

1. Professional Services Agreement with Dudek to provide services associated with Phase I - St. Helena Defensible Space and Fuels Management Project for a total not to exceed \$122,649; and
2. Approving a budget increase to 101-40-00-21-45 in the amount of \$40,750 for the required City contribution of 25%.

- 9.4 Second reading of an Ordinance adding Section 3.04.055 Standards of Conduct Pertaining to Procurement to St. Helena Municipal Code Chapter 3.04 Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Conduct the second reading and adopt the Ordinance adding Section 3.04.055 Standards of Conduct Pertaining to Procurement to St. Helena Municipal Code Chapter 3.04, by title only and waive further reading.

- 9.5 Consideration and Proposed Approval of A) a Resolution Authorizing Staffing Recommendations as Follows:

1. Add Administrative Analyst Classification and establish a salary range of \$82,012 - \$99,686; and
2. Increase the salary range for the Director of Public Works to \$162,072 - \$197,000; and
3. Reclassify the Planning & Building Director to Director of Community Development and establish a salary range of \$162,072 - \$197,000; and
4. Add Human Resources Analyst Classification and establish a salary range of \$80,646 - \$98,026; and
5. Freeze the Human Resources Manager for the remainder of FY2023; and
6. Unfreeze the Parks & Trees Superintendent for the remainder of FY2023; and
7. Increase the salary range for the Senior Civil Engineer to \$127,499 - \$154,976; and

B) Approval of an Amendment to a Memorandum of Understanding Between the St. Helena Employees Association (SHEA) and the City and approval of Amendment #12 to the Unrepresented Compensation Program; and

C) Approval of a Resolution Duly Adopting and Approving a Publicly Available Pay Schedule for St. Helena Employees Association (SHEA), Publicly Available Pay Schedule for Mid-Management, and Publicly Available Pay

Regular City Council
September 13, 2022

Schedule for Executive Management - Departments Heads which Includes a Revised Salary Schedule for the Director of Public Works Classification, Reclassification of the Planning & Building Director to a Director of Community Development, and a Revised Salary Schedule for the Reclassified Director of Community Development effective September 13, 2022.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Approve the attached resolution.

- 9.6 Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$75,000.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends City Council adopt the attached Resolution and authorize the City Manager to execute Amendment No. 1 to STH Contract: FY2023-002 in the amount of \$50,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not to exceed \$75,000.

Council Member Lester Hardy moved to approve Consent items as presented. 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. OLD BUSINESS

- 10.1 Water and Wastewater Rate Study Update regarding:
1. Pricing Objectives Exercise - Review and Discuss Exercise Results; and
 2. Reserves Policies - Review and Discuss Existing Policy and Alternative Policies; and
 3. Capital Improvement Program (CIP) - Presentation of Long-Term Capital Program for Water and Wastewater.

CEQA Determination: Not a CEQA project

Regular City Council
September 13, 2022

Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Discuss and provide feedback.

Administrative Services Director Mandy Kellogg reported on this item.

Raftelis representative Kevin Kostiuk provided a presentation.

No public comment was received.

10.2 Downtown Pedestrian Crossing Improvements Discussion and Direction

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

Prepared By: Mario Traverso, Public Works Assistant Engineer
Recommendation:

In light of the safety upgrades performed by Caltrans, and the planned redesign included in the *Downtown Sidewalk Improvement Project*, staff would recommend implementation of Option 1. This would provide robust, permanent safety enhancements and will not conflict with the continued design efforts which will address the overall pedestrian safety concerns throughout the intersection.

Public Works Director Mark Rincon reported on this item.

No public comment was received.

Council Member Anna Chouteau moved to approve **Option 3** - Relocate the crossing to the north side of Spring Street. Install 3 foot bulb-out ADA ramps; install solar powered RRFBs on new poles on both sides. 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, and Council Member Lester Hardy

NOES: Council Member Eric Hall

ABSENT: None

ABSTAIN: None

RECUSE: None

11. **CLOSED SESSION:**

11.1 PUBLIC COMMENT PERTAINING TO CLOSED SESSION

No public comment was received.

11.2 Conference with Legal Counsel – Anticipated Litigation

Regular City Council
September 13, 2022

Significant exposure to litigation pursuant to Gov't Code Section 54956.9(b)
(one case)

12. ADJOURNMENT

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration of Approval of a Resolution Authorizing Temporary Closure of Hunt Avenue from November 21, 2022 until January 3, 2023 for the Wine Barrel Tree Display

CEQA Determination: Not a CEQA project

Prepared By: Dave Jahns, Parks & Recreation Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

In recent years, the St. Helena Chamber of Commerce (Chamber) has worked in partnership with City staff to enhance community holiday festivities for the period of time between the Thanksgiving and the New Year's Day holidays. In 2021, the Chamber pivoted away from the Jingle All the Way festivities in Lyman Park and introduced a lighted Holiday Wine Barrel Tree installation on Hunt Ave. The installation consists of 145 professionally installed wine barrels stacked with a custom steel structure, baseplate and plywood decks to 32 feet tall with a snowflake star topper.

After a successful installation in 2021, the Chamber, in partnership with the City, is proposing a similar display for the holiday season in 2022.

DISCUSSION

In order to accommodate the wine barrel tree installation, safely allow pedestrians to gather in the surrounding area, and provide space for holiday festivities and entertainment, Hunt Avenue (between Main Street and Railroad Avenue) would be closed to vehicle traffic throughout the duration of the wine barrel tree being on display. City staff will once again assist with installation of safety barriers, public notifications of parking limitations, installation of temporary parking spaces along the eastern closure of Hunt

Avenue near Railroad Avenue, and cleaning patrols throughout the duration of the closure. The proposed road closure would be in place from November 21, 2022 – January 3, 2023.

The Chamber and City staff are working in partnership on enhanced lighting, additional community programming, and scheduled entertainment to create a festive atmosphere in the area throughout the duration of the holiday season. If the proposed road closure is approved by Council, the Chamber of Commerce will obtain a Temporary Use and Encroachment Permit for the installation. The Chamber and City staff will notify all businesses in the immediate vicinity of the proposed closure prior to September 27 City Council meeting.

FISCAL IMPACT

The City will incur minor costs associated with installation of traffic safety measures and project facilitation. All staffing and associated installation costs will be funded from approved FY 22-23 departmental budgets.

RECOMMENDED ACTION

Approve a resolution authorizing temporary closure of Hunt Avenue, between Main Street and Railroad Avenue, from November 21, 2022 - January 3, 2023.

ATTACHMENTS

[Hunt Avenue Holiday Road Closure Resolution](#)

[Holiday Wine Barrel Tree Installation Images](#)

[Chamber of Commerce Letter of Support](#)

CITY OF ST. HELENA

RESOLUTION NO. 2022 - ____

RESOLUTION APPROVING A TEMPORARY STREET CLOSURE OF HUNT AVENUE, BETWEEN MAIN STREET AND RAILROAD AVENUE, FROM NOVEMBER 21, 2022 – JANUARY 3, 2023 TO SUPPORT THE HOLIDAY WINE BARREL TREE INSTALLATION

WHEREAS, the St. Helena Chamber of Commerce (Chamber) is working to support the economic vitality of St. Helena businesses and create a festive holiday atmosphere for community members and visitors alike; and

WHEREAS, the Chamber successfully installed a lighted Holiday Wine Barrel Tree art installation on Hunt Avenue in 2021; and

WHEREAS; the Chamber, in partnership with City staff, is proposing the return of the Holiday Wine Barrel Tree installation with accompanying décor and entertainment for the 2022 holiday season; and

WHEREAS, the City's Temporary Use Permit allows for installation of pop-up art displays, which have demonstrated to be both an economic driver and community gathering opportunity; and

WHEREAS, a temporary street closure of Hunt Avenue from Main Street to Railroad Avenue is being requested to support the Holiday Wine Barrel installation and provide a safe environment for the community to gather.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Helena hereby approves the temporary street closure of Hunt Avenue, between Main Street to Railroad Avenue, from November 21, 2022 - January 3, 2023.

Approved at a Regular Meeting of the St. Helena City Council on September 27, 2022, by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk

2021 Holiday Wine Barrel Tree Installation





1320A Main Street
St. Helena, CA 94574
(707) 963-4456
StHelena.com | @StHelenaCA

September 19, 2022

Dear Mayor, Vice Mayor, and City Councilmembers,

The St. Helena Chamber of Commerce would like to request and support the road closure of Hunt Avenue between Main Street and Railroad Avenue, for the portion of Monday, November 21, 2022 through end of day, Tuesday, January 3rd, 2023. The purpose of the closure is for the installation of a temporary art display that encourages visitation to St. Helena during the holidays, brings both locals and visitors to the center of town, and promotes a sense of community and joy during the holiday season. This is truly Napa Valley's largest lit holiday tree for the entire valley, making St. Helena shine bright during the holiday season.

In partnership with the City of St. Helena, the Chamber is excited to bring the holiday wine barrel tree back to the center of St. Helena for the 2023 season, which we are requesting to be located as the art display at the Hunt Avenue road closure. The foundations of the tree will be the same as 2022, reaching nearly 32 ft in height and 18 ft wide. The tree is constructed using a custom steel center structure, steel baseplate, and plywood decks. All 145 barrels used are secured to the frame and is earthquake proof and safe. This year's tree will feature brighter LED lights, thicker and brighter garland, and a decorated, more welcoming K-Rail reading "St. Helena" in two-foot-tall letters. In addition, measures are in place to reduce the chances of water impacting the tree lighting.

JCD Atmospheric Studios will install the barrel tree on November 21, 2022. The Chamber and St. Helena Parks and Recreation will host a community "Tree Lighting Ceremony" on Tuesday, November 23, 2022 to celebrate the art display, bring the community together, and kick off the holiday season in St. Helena. JCD Atmospheric Studios will remove the tree on Tuesday, January 3, 2023 when City staff have returned from holiday. (City offices closed on January 2, 2022).

Being the Chamber and the City have experience with this installation, we anticipate a smooth experience for all. The closure will include the following participation from the city: working with Public Works on a traffic control plan for the street closure, setting up of K-Rail barriers for pedestrian safety, marking of temporary parking spaces at east end of Hunt Avenue, pick up of daily trash included in the Main Street trash route, frequent area patrol from St. Helena Police Department, and partnership with Parks & Recreation for enhanced programming for residents at the art display.

Sincerely,

Amy Carabba-Salazar
CEO & President

Cindy Tzaopoulos

From: Fran Heit <fran@reedsnapavalley.com>
Sent: Tuesday, September 27, 2022 2:21 PM
To: Public Comment
Cc: Geoff Ellsworth; Paul Dohring; Anna Chouteau; Lester Hardy; Eric Hall
Subject: [External] Hunt Ave Christmas barrel installation

This will be our 33rd holiday on Main street.

We would like to commend the Chamber for the most beautiful holiday lights we have ever had.

That being said, the closure of Hunt street raises some questions that must be addressed.

1- What will the actual barricade look like? Last year it looked like there was a problem rather than a festive event.

2-The net loss of 20 parking spaces during the holiday season or any time for a period of 6 weeks seems counter to helping the downtown . This includes the ADA parking space,

3-Signage needs to be more clear if there is going to be a detour. Will large commercial trucks again be sent down a narrow residential street?

4- Why is Lyman park not being considered for this event?

No parking would be lost. There are bathrooms and it is a dedicated public space.

The ice skating rink was there. So it seems the barrels would fit there perfectly.

Respectively submitted.

Fran and Larry Heit

Reeds

1302 Main Street



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Quarterly Grant Report for FY 2022 Q4 for the period ending June 30, 2022.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

This report covers grant activity for the 4th Quarter of Fiscal Year (FY) 2022.

DISCUSSION

New Awarded Grant Applications in FY 2022 4th Quarter

The City of St. Helena received one new grant award during 4th Quarter of Fiscal Year 2022.

Agency	Project	Award
CDBG - Public Services (Conditionally Awarded)	Community Wellness and Mental Health Program	\$498,281
CalOES - HMGP: Defensible Space/Fuel Management	Phase I - Defensible Space and Hazardous Fuels Reduction*	\$122,250*

*Once the City completes the tasks outlined in Phase I, the deliverables will be submitted to FEMA for review and approval. If approved, the City will be authorized to move forward with Phase II will create defensible space around the locations identified as high fire risk

in St. Helena by creating a buffer between the identified structures and grass, trees, shrubs, and wildland areas that surround them. The proposed project will slow the rate of spread for future wildfires, making them more manageable and reducing damage to structures. Phase II is estimated to cost \$2,325,906, with \$1,744,430 requested in grant funding and \$581,476 as a required City match.

Applications Pending

The City currently has 4 applications pending.

Agency	Project	Amount
CDBG - Hunt's Grove Parking Lot	Expansion and improvements for Hunt's Grove parking lot.	\$200,000
CDBG - Economic Development	Business Assistance Program*	\$500,000
CalOES - HMGP: Wastewater Treatment Plant Backup Power	Wastewater Treatment Plant Emergency Backup Power	\$728,438
CalOES - HMGP: Emergency Backup Power	City Corporation Yard and Crinella Pump Station Emergency Backup Power*	\$257,380

**The City received notification after June 30, 2022 that the Business Assistance Program grant and the Emergency Backup Power for the City Corporation Yard and Crinella Pump Station grant were awarded.*

CDBG: Hunts Grove Parking Lot Project - Funds will be used to expand and improve parking for Hunt's Grove Apartments to create space for an additional 12 parked cars. The total amount of requested funding is \$200,000. This project is currently on a waiting list.

CDBG: Economic Development* - Funding will be used for a Business Assistance Program for the purpose of establishing a business assistance revolving loan fund, which will provide flexible low interest forgivable loans to small and medium sized businesses in the City of St. Helena to offset the negative impacts of COVID-19 to assist with financial recovery and business expansion. The total amount of funding requested is \$500,000.

HMGP: Wastewater Treatment Plant Backup Power - Funding would be used to purchase and install emergency backup power at the Wastewater Treatment Plant that would provide sufficient power to the newly designed plant upgrade during power outages. The total project amount is estimated at \$971,250, with \$728,438 requested in grant funding and \$242,812 as a required City match.

CalOES - HMGP: Emergency Backup Power* - Funding will be used to upgrade two existing City facilities with back-up power generation capabilities and will include the

purchase of two fixed generators for the City Corporation Yard and the Crinella Pump Station. The total project amount is estimated at \$343,173, with \$257,380 requested in grant funding and \$85,793 as a required City match.

Active Grants

These are grant awards with signed agreements. This chart identifies the grant award, required match, and percent expended. Staff is currently managing \$5.33 million in active grant funds.

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CENIC on behalf of Califia	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied - Received \$4,011	\$ -	100.0%	Received discounts in December 2021 and March 2022.
Department of Water Resources (DWR)	Comprehensive Flood Control Project	\$2,371,333	\$20,000,000	100.0%	Holding \$237,000 in retention until Conservation Easement is completed.
Friends & Foundation	Enhancements for Library (PT Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	\$138,600	\$ -	98.7%	
Bulletproof Vest Partnership	Purchase of one bulletproof vest	\$2,956	\$ -	100.0%	
CalTrans/Federal - HSIP	Replacement of 1,175 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	\$556,100	\$ -	6.6%	Project was delayed due to a CalTrans requirement. An extension was filed and approved updating the Project End Date to 06/01/2023.
Housing and Community Development	Updates to current zoning code in order to implement	\$160,000	\$159,990	82.9%	Project continues to

(HCD) - SB2 Planning Grant	housing policies and directives identified in the General Plan and in the 2015 Housing Element.				progress as scheduled.
CalOES - PSPS Resiliency Allocation	Replace two generators at the treatment plants and purchase a roving generator.	\$300,000	\$ -	87.3%	Construction is in progress.
HCD - Local Early Action Planning (LEAP) Grant	Housing Element update to facilitate compliance with the 6th Regional Housing Needs Allocation (RHNA) cycle.	\$65,000	\$ -	83.7%	Project continues to progress as scheduled.
Upper Valley Waste Management	Money Way Waste/Recycling Consolidation Project	\$120,000	\$ -	0.0%	Project is pending design approval.
HCD - HOME Investment Partnership Program: Program	Funding to continue the Owner-Occupied Rehabilitation Program.	\$500,000	\$ -	0.0%	Funding is awaiting HCD authorization to expend funds.
CDBG-CV1 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$74,484	\$ -	100.0%	Reimbursement pending closeout paperwork.
CDBG-CV2 & 3 - Childcare Scholarship Program	Provide childcare scholarships to income qualified families.	\$71,053	\$ -	0.0%	Requesting Amendment
CDBG-CV2 & 3 - Utility Assistance Program	Provide utility assistance to St. Helena Residents.	\$200,000	\$ -	8.0%	
State of CA - Department of Alcoholic Beverage Control	Minor Decoy, Shoulder Tap, and IMPACT Program.	\$20,000	\$ -	1.0%	
State of CA - Department of Justice	Funding for School Resource Officer.	\$454,788	\$ -	7.7%	

State of CA - Department of Parks and Recreation	Funding to Replace Crane Park Playground Equipment.	\$177,952	\$ -	0.0%	Preparing RFP
SWRCB - CA Water and Wastewater Arrearages Payment Program	Relief for Water Arrearages incurred 03/04/2020 through 06/15/2021.	\$114,344	\$ -	97.1%	Pending closeout for final report.

Closed Out Grants

Grants	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
CDBG - Acquisition Project	Acquisition of a 4-unit rental property at 723 Hunt Avenue to preserve low income housing site.	\$1,429,111	\$ -	100.0%	All project completion reports were received by HCD. Unspent funds were disencumbered and final reimbursement was received 09/03/2021.
Department of Justice	Prop 56 - Hire law enforcement office to manage programs educating and enforcing issues of underage tobacco use.	\$393,514	\$ -	31.8%	Final reimbursements were received on 12/08/2021.
CalOes - HMGP	Purchase of generators and upgrading electrical panels to provide	\$485,392	\$169,487	100.0%	Reimbursement retention was received on 03/28/2022.

	emergency backup power to City facilities.				
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Flood Projects

- Department of Water Resources (DWR) – City Council approved the conservation easement on October 12, 2021 and it was recorded on February 25, 2022. DWR confirmed receipt of the documents and it will take DWR approximately 45-60 days to complete the necessary paperwork and documentation for closeout and release the retention of \$237,000.

Non-Profit Grant Funding

The FY 2021/22 grant application period closed on March 15, 2021 at 5:00 PM. The City received 26 applications with a total of \$421,828 in funding requests. On May 25, 2021, City Council awarded 20 applicants for a total of \$209,530. The chart below identify the grant type, grantee, project description, award amount, and percent expended as of March 31, 2022.

Grant Type	Grantee	Project Description	Award Amount	Percent Expended*
Community Enrichment	Arts Council Napa Valley	Visual & Performing Arts Student of the Month	\$3,250	0.0%
Community Enrichment	Boys & Girls Club	Power Hour – Homework Assistance Program	\$5,000	100.0%
Community Enrichment	Friends of the Cameo	Cameo Cinema Drive-In	\$8,000	100.0%
Community Enrichment	Lunchtime Productions	CKT – Summer 2021 St. Helena Drama Camps	\$2,000	0.0%
Community Enrichment	Napa Valley State Parks	Summer Camp Scholarship & Outdoor Education Program	\$2,500	0.0%
Community Enrichment	Nimbus Arts	Art Programs & Art Kits	\$3,630	100.0%
Community Enrichment	St. Helena Community Band	Yearly Performances	\$4,000	100.0%

Community Enrichment	St. Helena Historical Society	Pioneer Classroom and Education Center	\$5,000	100.0%
Community Enrichment	Upstage Napa Valley	First Annual Upstage Napa Valley Playwrights Festival	\$3,050	100.0%
Programmatic	Boys & Girls Club	St. Helena Teen Club	\$28,000	100.0%
Programmatic	Mentis	Youth and Family Mental Health Treatment	\$20,000	50.0%
Programmatic	OLE Health	Ole Health Services	\$5,000	0.0%
Programmatic	Our Town St. Helena	OTSH Transition Year Capacity Building	\$25,000	100.0%
Programmatic	Rianda House Senior Activity Center	Rianda House Senior Activity Center	\$25,000	0.0%
Programmatic	Saint Helena Family Center	Enrollment Expansion with New Classroom Space	\$10,000	100.0%
Programmatic	St. Helena Cooperative Nursery School	St. Helena Co-Op Nursery School	\$10,000	0.0%
Programmatic	St. Helena Farmers Market	Market Match Program	\$5,100	88.0%
Programmatic	St. Helena Preschool for All	Preschool Scholarships	\$10,000	100.0%
Programmatic	St. Helena Catholic Church	Additional Food Cards, Fuel Vouchers for Families in Need	\$10,000	100.0%
Programmatic	Up Valley Family Centers	Community Connections & Immigration Assistance	\$25,000	0.0%
TOTALS			\$209,530	52.5%

The FY 2022/23 grant application period closed on February 18, 2022 at 5:00 PM. The City received 20 applications with a total of \$290,185 in funding requests. The Council working group met on March 30, 2022 to review the applications and make funding recommendations. Funding recommendations were presented to City Council at the

budget workshop meeting on May 17, 2022. A total of 19 applications were approved for the FY 2022/23 grant period for a total of \$135,085.

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDED ACTION

Receive and file report.



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and Approval of a Resolution for an Employment Agreement with Joseph Leach to serve as the Director of Public Works.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

With a recent transition in the Public Works Department, the City has a need to fill the vacant Director of Public Works position. The Director of Public Works is a key member of the Executive Team that oversees all functions and operations the Public Works Department, which includes six divisions: Administration, Buildings and Streets, Streets and Sewers, Water Distribution, Water Treatment Plant, and Wastewater Treatment Plant. In addition, the Director oversees the Capital Improvement Programs for Civic, Streets, Water, and Wastewater. The City Manager has identified a highly qualified candidate to serve as Director of Public Works and wishes to appoint Joseph Leach to the position.

DISCUSSION

Mr. Leach is a licensed civil engineer with over 30 years of experience in developing and delivering a variety of public works projects and infrastructure. He has served in the capacity of Director of Public Works for over 13 years at the City of Oakdale, City of Dixon, and most recently at the City of Richmond.

During his tenure as a Director, Mr. Leach has overseen the development and implementation of operational budgets up to \$60 million and Capital Improvement Program budgets of \$87 million. He has been responsible for a range of projects and

operations in a variety of municipal areas, including transit/transportation, water resource recovery (ie. wastewater and stormwater management), water and negotiating complex land development projects. Mr. Leach has served as City representative for numerous regional committees. During his time serving the City of Dixon, Mr. Leach lead the effort to update permitting of the Waste Discharge Requirements in response to a longstanding Cease and Desist Order, which included the adoption of an updated user rate structure and financing for the development of a \$28 million Wastewater Treatment Facility improvements project.

In recognizing Mr. Leach's significant experience, the City Manager recommends Mr. Leach be appointed at E step at \$197,000 annually, is granted a three-month severance payment under Section 4(c) of the attached agreement (consistent with other City department directors), and a vacation accrual of 20 days paid vacation.

FISCAL IMPACT

Funding for this position is included in the FY 2022/23 Operating Budget.

RECOMMENDED ACTION

Staff recommends the City Council adopt the attached resolution.

ATTACHMENTS

[Attachment 1 - Resolution Approving Director of Public Works Agreement](#)

[Attachment 2 - Director of Public Works Employment Agreement J.Leach](#)

CITY OF ST. HELENA
RESOLUTION NO. 2022-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST.
HELENA APPROVING AN EMPLOYMENT AGREEMENT WITH
JOSEPH LEACH AND RATIFYING THE CITY MANAGER'S
APPOINTMENT TO SERVE AS DIRECTOR OF PUBLIC WORKS.**

RECITALS

WHEREAS, with the recent transition in the Public Works Department, there is a need to fill the Director of Public Works position and the City Manager has identified a highly experienced candidate; and

WHEREAS, Mr. Leach has 32 years of experience in managing public works and providing municipal engineering support and has served in the capacity of Director of Public Works for over 13 years; and

WHEREAS, the City Manager believes it is in the best interests of the organization and the City of St. Helena to appoint Joseph Leach to the role of Director of Public Works based on his education, knowledge, skills, and abilities.

RESOLUTION

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

1. Approve and authorize the City Manager to enter into an employment agreement effective October 3, 2022 with Joseph Leach to serve as the City's Director of Public Works.

Approved at a Regular Meeting of the St. Helena City Council on September 27, 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

Joseph Leach Employment Agreement
City of St. Helena
Page 1 of 8

EMPLOYMENT AGREEMENT FOR DIRECTOR OF PUBLIC WORKS

Between

CITY OF ST. HELENA AND JOSEPH LEACH

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of June 15, 2022, between THE CITY OF ST. HELENA, a municipal corporation (City), and Joseph Leach (Director of Public Works), collectively "the Parties".

RECITALS

WHEREAS, City desires to employ Joseph Leach as Director of Public Works for the City of St. Helena.

WHEREAS, Joseph Leach desires to serve as Director of Public Works of the City of St. Helena beginning on October 3, 2022.

WHEREAS Joseph Leach has the necessary education, experience, skills and expertise to serve as the City's Director of Public Works; and

WHEREAS, The City Manager, as appointing power, and Joseph Leach desire to agree in writing to the terms and conditions of Joseph Leach's employment as the Director of Public Works.

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 Director of Public Works

- 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 the 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 the

Joseph Leach Employment Agreement
City of St. Helena
Page 2 of 8

Agreement 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 Director of Public Works.
- e) Director shall devote full time to the performance of their 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 Director of Public Works, as a condition of his employment, including a valid California Driver's License unless it is not possible because of a documented medical reason.

2. Term

The Agreement is effective October 3, 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 the Agreement, the Director understands that he has no right to any further employment, in any capacity, with the City. The 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 Director of Public Works; 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.

Joseph Leach Employment Agreement
City of St. Helena
Page 3 of 8

4. Termination of Agreement

The 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 her or his 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 Director of Public Works, 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 Director of Public Works. 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 her 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,

Joseph Leach Employment Agreement
 City of St. Helena
 Page 4 of 8

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 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 her services pursuant to the City's publicly available salary schedule for the Director. Effective October 3, 2022, the Director's shall be placed at Step E of the Director of Public Works salary schedule (currently \$197,000). 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 April 3, 2022, and at least annually thereafter.
- (c) **CalPERS.** CalPERS. Employee shall continue to be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") as a Classic Tier II 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

Joseph Leach Employment Agreement
City of St. Helena
Page 5 of 8

policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

- (f) Director shall receive twenty (20) days paid vacation during each full year of his employment. Upon commencing employment, the Director shall receive forty (40) hours of vacation as an advance accrual of vacation time. Upon completion of three (3) months of employment, the Director will accrue vacation leave in the same manner and under the same limitations afforded in the Unrepresented Compensation Program. On the Director's 25th anniversary and every five years thereafter, one additional day will be awarded that year. The maximum amount of accrued vacation may not exceed 280 hours.
- (g) Director shall receive full accruals that Departments Heads receive for personal convenience holidays (floating holidays) in accordance with City's Unrepresented Compensation Program for Department Heads and Mid-Managers.
- (h) 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.
- (i) Director shall be entitled to twelve (12) days sick leave each year in accordance with the City's Unrepresented Compensation Program for Department Heads and Mid-Managers.
- (j) **Vehicle Use.** Director will have access and full use of a City vehicle for City business, and may drive the City vehicle home so that the City vehicle will be available for use for City business outside of regular business hours.
- (k) **Communications.** Director will have the use of a City cellular phone and iPad pursuant to policies established by the City.
- (l) **Professional Development and Training.** City shall pay for Director's annual training and membership to essential professional associations.
- (m) **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

Joseph Leach Employment Agreement
 City of St. Helena
 Page 6 of 8

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 and materials are the property of the City and shall be promptly delivered to the City Manager. Director shall keep all information acquired through their 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, hold 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 Director of Public Works. 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.

10. Jurisdiction and Venue

Joseph Leach Employment Agreement
City of St. Helena
Page 7 of 8

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
 1572 Railroad Avenue
 St. Helena, CA 94574

TO EMPLOYEE: Joseph Leach
 Last home address on file with the City

12. Entire Agreement

The 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.

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.

Joseph Leach Employment Agreement
City of St. Helena
Page 8 of 8

IN WITNESS WHEREOF, City and the Director of Public Works have entered into and executed this Agreement as of the 3rd day of October 2022.

CITY OF ST. HELENA
A Municipal Corporation

DIRECTOR OF PUBLIC WORKS

By: _____
Anil Comelo

By: _____
Joseph Leach

Approved as to Form:

By: _____
Ethan Walsh
City Attorney



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and adoption of a Resolution: (1) Awarding the R22-79 Pavement Restoration Improvements Project to Argonaut Constructors in the amount of \$1,157,192.50; (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors; (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 10% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

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

Prepared By: Mario Traverso, Public Works Assistant Engineer

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The *R22-79 Pavement Restoration Improvements Project* is a continuation of the City's efforts to improve and maintain the 26 miles of roadway within the City of St. Helena.

On June 8th 2021, the FY 2022/23 Capital Improvement Program (CIP) was adopted by City Council. On June 28th 2022, City Council adopted the FY 2022/23 budget which includes the *R22-79 Pavement Restoration Improvements Project*. Project plans, specifications and estimate was prepared by City staff and approved by City Council on July 26th, 2022. The scope of this project has been developed in accordance with the City's current 5-Year Pavement Management Plan which was adopted by City Council on December 14, 2021.

This project includes roadway segments that will receive maintenance treatments (Micro Surfacing) which has proven to be a cost-effective and reliable option to extend the useful

life of existing pavement assets. Additionally this project includes roadway segments that will receive more significant resurfacing treatments (Grind and Overlay) which will provide a new road surface. Additional elements of this project include restriping traffic lines and crosswalks, various repairs to sidewalk, curb and gutter, and the installation of ADA compliant curb ramps.

DISCUSSION

On August 11th, 2022, a Notice Inviting Bids and project plans and specifications was posted to the Blue Print Express Planroom, the City of St. Helena website, local builder exchanges and local newspapers the St. Helena Star and Napa Valley Register

On September 6, 2022 four bids were received electronically via Blue Print Express, and opened publicly at City Hall. All bids are provided by reputable, licensed firms and are complete and competitive.

The bid results are as follows:

<u>Company</u>	<u>Base Bid</u>
Argonaut Constructors, <i>Santa Rosa</i>	\$1,157,192.50
Ghilotti Brothers, <i>San Rafael</i>	\$1,204,161.90
Team Ghilotti, <i>Petaluma</i>	\$1,287,141.00
Granite Construction, <i>Ukiah</i>	\$1,520,907.63

Engineer's Estimate: \$1,075,000

City Staff reviewed all bids and find that Argonaut Constructors is the lowest responsible and responsive bid. A detailed bid tabulation is included as Attachment 1. Argonaut Constructors holds a valid Class A General Contractor's License No. 171432 in the State of California, with no enforcement actions listed. Their license expires on 12/31/2023. Argonaut Constructors' bid is consistent with the engineer's estimate. Argonaut Constructors has successfully executed similar projects including many previous pavement projects for the City of St. Helena.

FISCAL IMPACT

The annual Pavement Restoration Project, CIP Project R22-79 is identified in the adopted five-year Capital Improvement Program (Attachment 3). A summary of anticipated expenditures are presented below.

R22-79 Pavement Restoration Improvements Estimated Project Costs	
Estimated Construction Costs	\$1,157,192.50
Construction Contingency (10%)	\$115,719.25
Estimated Total Project Cost for Construction	\$1,272,911.75

Funding Sources	
101 - Measure T - <i>MOU in FY 22/23</i>	\$379,189.00
240 - Measure T - <i>FY 22/23</i>	\$895,286.00
Total Available Funding in FY 22/23	\$1,274,475.00

Project management and inspection services for this project will be performed by City Staff. This will provide a cost savings of \$100,000 when compared to previous years.

RECOMMENDED ACTION

Adopt the attached resolution.

ATTACHMENTS

[Attachment 1 - R22-79 Resolution](#)

[Attachment 2 - Detailed Bid Tabulation](#)

[Attachment 3 - Construction Agreement DRAFT](#)

CITY OF ST. HELENA

RESOLUTION No. 2022-

Awarding the Pavement Restoration Improvements Project, Capital Improvement Project R22-79 to Argonaut Constructors in the amount of \$1,157,192.50, (2) Authorizing the City Manager to execute the Construction Contract with Argonaut Constructors, (3) Authorizing the Director of Public Works to approve Change Orders not to exceed 15% of the contract amount; and (4) Determining the project to be exempt from the requirements of the California Environmental Quality Act (CEQA).

RECITALS

- A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on July 26, 2022; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on August 11, 2022 a notice inviting bids was posted and mailed to contractors inviting bids for the R22-79 Pavement Restoration Improvements Project; and
- C. On September 6, 2022, four (4) bids were received and opened in accordance with applicable law; and
- D. The lowest responsive and responsible bidder for the Project was Argonaut Constructors, of Santa Rosa, CA in the amount of \$1,157,192.50; and
- E. City staff has determined that Argonaut Constructors' bid satisfies the bidding requirements for the project; and
- F. City staff has verified that Argonaut Constructors possesses a valid Contractor's License, Class A, number 171432 that qualifies Argonaut Constructors to complete the project; and
- G. The Pavement Restoration Improvements Project R22-79 has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities, as the project involves no expansion of an existing use.

RESOLUTION

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

1. Awarding the R22-79 Pavement Restoration Improvements Project to Argonaut Constructors in the amount of \$1,157,192.50; and
2. Authorizing the City Manager to execute a construction contract in the amount of \$1,157,192.5 with Argonaut Constructors for R22-79 Pavement Restoration Improvements Project; and
3. Authorizing the Director of Public Works to approve change orders not to exceed 15% of the contract account; and
4. The Pavement Restoration Improvements Project R22-79 is found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing street and sidewalk facilities, as the project involves no expansion of an existing use.

Approved at a Regular Meeting of the St. Helena City Council on September 27, 2022
by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

BID RESULTS
R22-79 Pavement Improvements Project - City of St Helena

				Engineers Estimate		Argonaut Constructors		Ghiolotti Brothers		Team Ghiolotti		Granite Construction	
Mario Traverso													
	DESCRIPTION	UNIT	QUANTITY	UNIT COST, \$	ITEM TOTAL, \$	UNIT COST, \$	ITEM TOTAL, \$	UNIT COST, \$	ITEM TOTAL, \$	UNIT COST, \$	ITEM TOTAL, \$	UNIT COST, \$	ITEM TOTAL, \$
Bid Schedule													
1	Mobilization	LS	1	\$50,000	\$50,000.00	\$80,000.00	\$80,000.00	\$124,000.00	\$124,000.00	\$181,506.35	\$181,506.35	\$100,000.00	\$100,000.00
2	Traffic Control	LS	1	\$30,000	\$30,000.00	\$141,300.00	\$141,300.00	\$110,000.00	\$110,000.00	\$129,000.00	\$129,000.00	\$153,000.00	\$153,000.00
3	SWPP	LS	1	\$8,500	\$8,500.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$13,962.00	\$13,962.00	\$18,000.00	\$18,000.00
4	Pothole	EA	5	\$750.00	\$3,750.00	\$1,200.00	\$6,000.00	\$750.00	\$3,750.00	\$887.00	\$4,435.00	\$2,100.00	\$10,500.00
5	Adjust Existing Manholes to Grade	EA	22	\$1,200	\$26,400.00	\$1,500.00	\$33,000.00	\$865.00	\$19,030.00	\$2,096.00	\$46,112.00	\$2,311.00	\$50,842.00
6	Adjust Existing Water Valve to Grade	EA	32	\$800	\$25,600.00	\$900.00	\$28,800.00	\$650.00	\$20,800.00	\$1,208.00	\$38,656.00	\$1,500.00	\$48,000.00
7	Adjust Existing Survey Monument to Grade	EA	3	\$800	\$2,400.00	\$1,000.00	\$3,000.00	\$650.00	\$1,950.00	\$1,592.00	\$4,776.00	\$1,500.00	\$4,500.00
8	Curb Ramp - Modified Case A	EA	2	\$8,500	\$17,000.00	\$8,000.00	\$16,000.00	\$13,000.00	\$26,000.00	\$9,577.00	\$19,154.00	\$10,300.00	\$20,600.00
9	Curb Ramp - Modified Case B	EA	5	\$7,500	\$37,500.00	\$8,000.00	\$40,000.00	\$11,000.00	\$55,000.00	\$9,042.00	\$45,210.00	\$10,300.00	\$51,500.00
10	Curb Ramp - Modified Case C	EA	7	\$7,500	\$52,500.00	\$7,800.00	\$54,600.00	\$8,500.00	\$59,500.00	\$8,556.00	\$59,892.00	\$10,300.00	\$72,100.00
11	Curb Ramp - Double Ramp at Adams at Oak	EA	1	\$12,000	\$12,000.00	\$14,500.00	\$14,500.00	\$18,500.00	\$18,500.00	\$11,507.00	\$11,507.00	\$13,900.00	\$13,900.00
12	Cast In Place Domes 3'x4'	EA	14	\$1,000	\$14,000.00	\$7,800.00	\$109,200.00	\$1,500.00	\$21,000.00	\$2,687.00	\$37,618.00	\$1,084.00	\$15,176.00
13	Minor Concrete - Sidewalk	SF	250	\$25	\$6,250.00	\$45.00	\$11,250.00	\$59.00	\$14,750.00	\$50.00	\$12,500.00	\$249.00	\$62,250.00
14	Minor Concrete - Driveway	SF	800	\$35	\$28,000.00	\$38.00	\$30,400.00	\$49.00	\$39,200.00	\$41.00	\$32,800.00	\$95.00	\$76,000.00
15	Minor Concrete - Curb & Gutter	SF	175	\$110	\$19,250.00	\$83.00	\$14,525.00	\$150.00	\$26,250.00	\$195.00	\$34,125.00	\$150.00	\$26,250.00
16	Minor Concrete - 6" Curb	LF	75	\$15	\$1,125.00	\$90.00	\$6,750.00	\$155.00	\$11,625.00	\$126.00	\$9,450.00	\$140.00	\$10,500.00
17	2' AC Conform	LF	106	\$25	\$2,650.00	\$6.00	\$636.00	\$70.00	\$7,420.00	\$91.00	\$9,646.00	\$200.00	\$21,200.00
18	Edge Grinding - 5'	LF	6,650	\$5	\$33,250.00	\$5.00	\$33,250.00	\$8.00	\$53,200.00	\$3.00	\$19,950.00	\$5.74	\$38,171.00
19	Full Width Grind - 2"	SF	54,541	\$1	\$54,541.00	\$1.00	\$54,541.00	\$1.25	\$68,176.25	\$0.80	\$43,632.80	\$1.50	\$81,811.50
20	Pavement Reinforcement Fabric	SY	15,047	\$4	\$60,188.00	\$2.70	\$40,626.90	\$3.00	\$45,141.00	\$2.69	\$40,476.43	\$2.70	\$40,626.90
21	2.0" HMA Overlay	TON	1,750	\$165	\$288,750.00	\$155.00	\$271,250.00	\$170.00	\$297,500.00	\$175.00	\$306,250.00	\$212.00	\$371,000.00
22	Micosurface Type II	SY	16,303	\$14	\$228,242.00	\$3.20	\$52,169.60	\$3.55	\$57,875.65	\$3.39	\$55,267.17	\$3.20	\$52,169.60
23	Thermoplastic Markings - White	SY	4,784	\$5	\$23,920.00	\$8.00	\$38,272.00	\$8.00	\$38,272.00	\$8.50	\$40,664.00	\$12.53	\$59,943.52
24	Thermoplastic Markings - Yellow	SY	2,277	\$5.00	\$11,385.00	\$8.00	\$18,216.00	\$8.00	\$18,216.00	\$8.50	\$19,354.50	\$12.53	\$28,530.81
25	Detail 21	LF	2,598	\$2.00	\$5,196.00	\$3.00	\$7,794.00	\$3.00	\$7,794.00	\$2.25	\$5,845.50	\$3.32	\$8,625.36
26	Detail 39	LF	4,596	\$1	\$5,745.00	\$2.00	\$9,192.00	\$2.00	\$9,192.00	\$1.25	\$5,745.00	\$1.84	\$8,456.64
27	Detail 38A	LF	235	\$2	\$470.00	\$3.00	\$705.00	\$3.00	\$705.00	\$1.75	\$411.25	\$2.58	\$606.30
28	Parking T	EA	35	\$5	\$175.00	\$25.00	\$875.00	\$25.00	\$875.00	\$20.00	\$700.00	\$29.48	\$1,031.80
29	4" White Line	LF	1,040	\$1	\$1,300.00	\$1.50	\$1,560.00	\$1.50	\$1,560.00	\$3.00	\$3,120.00	\$4.42	\$4,596.80
30	Green Paint	SF	2,680	\$5	\$13,400.00	\$8.00	\$21,440.00	\$8.00	\$21,440.00	\$10.00	\$26,800.00	\$14.74	\$39,503.20
31	Raised Pavement Marker, Blue Reflective	EA	20	\$12	\$240.00	\$12.00	\$240.00	\$12.00	\$240.00	\$15.00	\$300.00	\$22.11	\$442.20
32	Raised Pavement Marker, Reflectors	EA	50	\$25	\$1,250.00	\$8.00	\$400.00	\$8.00	\$400.00	\$15.00	\$750.00	\$22.11	\$1,105.50
33	Base Repair Digout	SY	20	\$375	\$7,500.00	\$55.00	\$1,100.00	\$260.00	\$5,200.00	\$760.00	\$15,200.00	\$590.00	\$11,800.00
34	Additional Thermoplastic Pavement Markings	SY	1,450	\$10	\$14,500.00	\$8.00	\$11,600.00	\$8.00	\$11,600.00	\$8.50	\$12,325.00	\$12.53	\$18,168.50
BASE BID					\$1,086,977.00		\$1,157,192.50		\$1,204,161.90		\$1,287,141.00		\$1,520,907.63



AGREEMENT

CITY OF ST. HELENA STATE OF CALIFORNIA

THIS AGREEMENT is made and entered into by and between the City of St. Helena, a Municipal Corporation, hereinafter called "City" and **Argonaut Constructors**, hereinafter called "Contractor," for the **R22-79 Pavement Restoration Improvements Project**

RECITALS

City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

A notice was duly published for bids, and bids were received for the improvement hereinafter described.

On September 27, 2022, after notice duly given, the City Council of the City of St. Helena awarded the contract for the construction of the improvement hereinafter described to Contractor, which Contractor said Council found to be the lowest responsive and responsible bidder for construction of said improvement.

City and Contractor desire to enter into this Agreement for the construction of said improvements.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents

The complete contract consists of the following documents:

- A. The Notice to Contractors
- B. The Special Provisions
- C. The Bid Proposal Form
- D. This Agreement
- E. The Standard Specifications and Standard Plans of the State of California, Dept. of Transportation, dated May 2018
- F. City of St. Helena General Conditions for City of St. Helena Construction Projects September 1997 (as amended)
- G. The Faithful Performance Bond, Labor and Material Bond, and Warranty/Maintenance Bond
- H. City of St. Helena Standard Specifications and Standard Plans, dated April 24, 2018 Project drawings for the **R22-79 Pavement Restoration Improvements**.
- I. Addenda

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above-named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as "the contract documents."

2. Scope of Work

The scope of work is described in the contract documents.

3. Performance of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner the work of construction as called for, and in the time and manner designated in, and in strict conformity with, the contract documents for said work.

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed, as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of the City of St. Helena, or his designated assistant or assistants.

4. Contract Price

City shall pay, and Contractor shall accept, in full payment for the work agreed to be done, the dollar amounts shown on the attached Bid Schedule. Increases or decreases in the contract quantities shall operate in the manner provided for in the contract documents. Payment in installments shall be as provided for in the contract documents.

5. Extra and/or Additional Work and Changes

Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said plans, specifications or other contract documents, it shall be at liberty to do so and the same shall in no way affect or make void the contract. The value of such will be added to, or deducted from, the contract price, as the case may be, in accordance with the provisions for such contained in the contract documents.

6. Provisions Cumulative

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

7. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of St. Helena
1572 Railroad Ave
St. Helena, CA 94574
Attn: Public Works Department

Notices required to be given to Contractor shall be addressed as follows:

Argonaut Constructors
360 Sutton Place
Santa Rosa, CA 95407

Notices required to be given to Sureties of Contractor shall be addressed as follows:

[Click here and insert Surety Company]
c/o [Click here and insert Surety]
[Click here and insert address]
[Click here and insert City]

DATED this day of , 20 .

CITY OF ST. HELENA, a Municipal Corporation

CONTRACTOR: (Name and form of organization)

Anil Comelo
City Manager

Contractors License No. 171432

ATTEST:

By: _____
[Click here to insert Name and Title]

Cindy Tzaopoulos, City Clerk

By: _____
[Click here to insert Name and Title]

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

Project Code CIP C-82

BID SCHEDULE

Item No.	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1.	Mobilization	1	LS	\$80,000	\$80,000
2.	Traffic Control / Signage / Notice	1	LS	\$141,300	\$141,300
3.	Stormwater Pollution Prevention	1	LS	\$4,000	\$4,000
4.	Pothole	5	EA	\$1,200	\$6,000
5.	Adjust Existing Manholes to Grade	22	EA	\$1,500	\$33,000
6.	Adjust Existing Water Valve to Grade	32	EA	\$900	\$28,800
7.	Adjust Existing Monument to Grade	3	EA	\$1,000	\$3,000
8.	Curb Ramp – Modified Case A	2	EA	\$8,000	\$16,000
9.	Curb Ramp – Modified Case B	5	EA	\$8,000	\$40,000
10.	Curb Ramp – Modified Case C	7	EA	\$7,800	\$54,600
11.	Double Ramp at Adams / Oak	1	EA	\$14,500	\$14,500
12.	Cast In Place Truncated Domes	14	EA	\$7,800	\$109,200
13.	Minor Concrete – Sidewalk	250	SF	\$45.00	\$11,250
14.	Minor Concrete – Driveway	800	SF	\$38.00	\$30,400
15.	Minor Concrete – Curb and Gutter	175	LF	\$83.00	\$14,525
16.	Minor Concrete – 6" Curb	75	LF	\$90.00	\$6,750
17.	2' AC Conform	106	LF	\$6.00	\$636
18.	5' Edge Grind	6,650	LF	\$5.00	\$33,250
19	Full Width Grind – 2"	54,541	SF	\$1.00	\$54,541
20	Pavement Reinforcement Fabric	15,047	SY	\$2.70	\$40,626.90
21	2.0" HMA Overlay	1,750	TON	\$155	\$271,250
22	Microsurface Type II	16,303	SY	\$3.20	\$52,169.60
23	Thermoplastic Markings – White	4,784	SF	\$8.00	\$38,272
24	Thermoplastic Markings - Yellow	2,277	SF	\$8.00	\$18,216
25	Detail 21	2,598	LF	\$3.00	\$7,794
26	Detail 39	4,596	LF	\$2.00	\$9,192
27	Detail 38A	235	LF	\$3.00	\$705
28	Parking T	35	EA	\$25.00	\$875
29	4" White Line	1,040	LF	\$1.50	\$1,560
30	Green Paint	2,680	SF	\$8.00	\$21,440
31	Raised Pavement Marker Blue Reflective	20	EA	\$12.00	\$240
32	Raised Pavement Markers Reflectors	50	EA	\$8.00	\$400
33	Base Repair Dig - Out	20	SY	\$55.00	\$1,100
34	Additional Thermoplastic Markings - Yellow	1450	SF	\$8.00	\$11,600
TOTAL					\$1,157,192.50

FAITHFUL PERFORMANCE BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS, that the City of St. Helena (hereinafter designated as "City"), a municipal corporation located in the County of Napa, State of California, has awarded a contract to and has entered into an agreement with Argonaut Constructors., hereinafter designated as "Principal," whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled " **Pavement Restoration Improvements R22-79,**" which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and [Click here and insert Surety Agent Name and Number] , as surety, are held and firmly bound unto the City in the penal sum of dollars (\$) lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his/her/its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, therein provided, on his/her/its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this day of , 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

(Principal Signature)

[Click and insert Principal Name and Title]

[Click and insert Principal Business Name]

(Surety Signature)

[Click and insert Name and Title]

[Click and insert Surety Business Name]

LABOR AND MATERIALS BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS, that the City of St. Helena (hereinafter designated as "City"), a municipal corporation located in the County of Napa, State of California, has awarded a contract to and has entered into an agreement with Argonaut Constructors., hereinafter designated as "Principal," whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "**R18-79 2018 Pavement Overlay**," which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract; provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provider or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we, the Principal and [Click here and insert Surety Agent Name and Number], as surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

2. This bond is given to comply with the provisions of Chapter 7, Part 4, Division 3, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said chapter, all acts amendatory thereof, and all other statutes referred to therein. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this day of , 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

(Principal Signature)

[Click and insert Principal Name and Title]

[Click and insert Principal Business Name]

(Surety Signature)

[Click and insert Name and Title]

[Click and insert Surety Business Name]

WARRANTY/MAINTENANCE BOND

WHEREAS, the City Council of the CITY OF ST. HELENA, State of California (hereinafter designated as "City"), and Team Ghilotti, Inc. (hereinafter designated as "Principal"), have entered into an agreement ("Agreement") dated _____, 20____, whereby Principal guaranteed that all improvements (as defined therein) constructed by or on behalf of Principal shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from the date of final acceptance of all work performed under the Agreement and further, the principal agreed to repair defects and replace improvements which cannot be repaired within said one (1) year period; and

WHEREAS, said Principal is required to furnish a bond for the faithful performance of its responsibility to maintain repair and replace said improvements.

NOW, THEREFORE, we the Principal and [Click here and insert Surety Agent Name and Number] as surety are held and firmly bound unto the City in the penal sum of \$ _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on this or their part, to be kept and performed by Principal as required therein and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness hereof, this instrument has been duly executed by the Contractor and surety above named on _____, 20____.

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

(Principal Signature)

[Click and insert Principal Name and Title]

[Click and insert Principal Business Name]

(Surety Signature)

[Click and insert Name and Title]

[Click and insert Surety Business Name]

<u>ACORD</u>		CERTIFICATE OF INSURANCE		ISSUE DATE: _____																
PRODUCER: _____ _____ _____			THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																	
INSURED: _____ _____ _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">INSURERS AFFORDING COVERAGE:</td> <td>NAIC#</td> </tr> <tr> <td>INSURER A:</td> <td>Insurance Company name</td> <td>?</td> </tr> <tr> <td>INSURER B:</td> <td>Insurance Company name</td> <td>?</td> </tr> <tr> <td>INSURER C:</td> <td>Insurance Company name</td> <td>?</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> </table>			INSURERS AFFORDING COVERAGE:		NAIC#	INSURER A:	Insurance Company name	?	INSURER B:	Insurance Company name	?	INSURER C:	Insurance Company name	?	INSURER D:		
INSURERS AFFORDING COVERAGE:		NAIC#																		
INSURER A:	Insurance Company name	?																		
INSURER B:	Insurance Company name	?																		
INSURER C:	Insurance Company name	?																		
INSURER D:																				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																				
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS															
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☐ OWNER'S & CONTRACTOR'S PROT. ☐ OTHER				EACH OCCURRENCE	\$2,000,000														
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$														
					MED. EXP. (Any one person)	\$														
					PERSONAL & ADV INJURY	\$														
					GENERAL AGGREGATE	\$2,000,000														
					PRODUCTS COMP/OP AGG.	\$2,000,000														
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000														
					BODILY INJURY (Per person)	\$														
					BODILY INJURY (Per accident)	\$														
					PROPERTY DAMAGE	\$														
					EACH OCCURRENCE	\$														
					AGGREGATE	\$														
C	EXCESS/UMBRELLA LIABILITY ☐ OCCURRENCE ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				☒ WC STATU- TORY LIMITS	OTHER														
					EACH ACCIDENT	\$1,000,000														
					DISEASE-POLICY LIMIT	\$1,000,000														
					DISEASE-EACH EMPLOYEE	\$1,000,000														
					AMOUNT OF INSURANCE	\$														
C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.																			
	PROPERTY INSURANCE ☐ COURSE OF CONSTRUCTION																			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS The City of St. Helena, its agents, officials, officers, employees and volunteers are added as additional insured RE: _____																				
CERTIFICATE HOLDER			CANCELLATION		10 Days for Non-Payment															
CITY OF ST. HELENA 1480 MAIN STREET ST HELENA, CA 94574			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURED WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS AND REPRESENTATIVES.																	

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of St. Helena, its' agents, officers, officials, employees and
volunteers are additionally insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

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Page 1 of 1 ☐

Certificate pursuant to 995.640(a) Code of Civil Procedure

C-10

State of California)
)ss.
County of Napa)

I, JOHN TUTEUR, County Clerk of the County of Napa, State of California, in
and for said County DO HEREBY CERTIFY THAT

.....
has been issued a certificate of authority as an admitted surety by the Insurance
Commissioner authorizing the insurer to transact surety insurance in the State of
California, and that based on the records in this office, that authority has not
been surrendered, revoked, canceled, annulled, or suspended.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said
County this Day of, 20.....

JOHN TUTEUR, COUNTY CLERK

By:
Deputy Recorder-County Clerk



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: August 2022 Review and Forecasting of City Water Supply Availability

**CEQA Exempt
Determination:**

Prepared By: Ian Dale, Environmental Services Tech

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

Approved By: Anil Comelo, City Manager

BACKGROUND

The City of St. Helena publishes a monthly water report on the City website (www.cityofstheleena.org/publicworks/page/water-reports). The report includes the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa. In addition to presenting data on the amount delivered monthly, the report includes year-to-date information and prior year data. Water elevation and capacity at the Bell Canyon Reservoir is included as well as information on rain and temperatures.

At the City Council meeting of July 27, 2021, the City Council requested City staff enhance the monthly water report to include a forecast of available water supply, consistent with the adopted Urgency Ordinance. This request is consistent with the City's Fiscal Year 2021-22 Council Goal to develop a Comprehensive Water Security Framework, and the recently developed Framework that includes a goal to "Maximize Conservation During Water Emergency" and subtask 1C to "provide customers with comparison of actual vs. projected water demand" as well as Framework Goal Improve Consumer Satisfaction and Confidence" and subtask 3C to "additional analytical tools to improve consumer confidence."

DISCUSSION

City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for August 2022. The water produced for August 2022 is up by 31% when compared to August 2021 and down by 9% when compared to the average of August 2018-2020. Below is a chart summarizing the water produced or delivered per source:

Water Produced or Delivered per Source

Source	Average (2018 - 2020) (Acre-Feet)	August 2021 (Acre-Feet)	August 2022 (Acre-Feet)
Bell Canyon	86	31	79
Stonebridge Wells	50	52.5	46
Napa Water	61	52.5	54
Total	197	136	179

Percent change from average of August 2018 - 2020: **-9%**

Percent change from August 2021: **31%**

Bell Canyon Reservoir

The City is still in drought conditions. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year with Phase I conservation measures in effect. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2024 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of September 1, 2022, Bell Canyon Reservoir elevation was at 412.27 feet representing approximately 1,680 acre feet (AF) and 70.49% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on September 1st in 2020, 2021, and 2022.

Year	2020	2021	2022
Bell Canyon Elevation Level	405.14 Ft.	395.88 Ft.	412.27 Ft.
Acre Feet	1,235 AF	740 AF	1,680 AF
Percent Capacity	51.8%	31.0%	70.5%

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

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021 and drought conditions state-wide persist. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March, have required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction does not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate to receive one.

Due to the ongoing drought conditions, Phase I Water Emergency remains in effect. Staff will monitor State-wide and local drought conditions, weather conditions, and provide updates on a monthly basis.

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of August 2022, Rutherford Pump Station was producing an average of 0.58 MG/day for a total of 54 acre feet (AF) for the month.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

[MWR August 1-31 2022](#)

[Storage in Bell Canyon Graph - August 2022](#)

[Bell Canyon Reservoir Storage with Phase I & II 8.31.2022](#)

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC__X__ PC__X__ FILE____
 RECEIVED:____ BY: __

August 1-31, 2022

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	80.96	47.25	1.23	55.32	-0.44
AMOUNT PRODUCED in MG	26.37	15.39	0.40	18.02	-0.14
PERCENT	44.2%	25.8%		30.2%	-0.2%

WATER DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL DELIVERY THIS PERIOD	60.04 MG	69.90 MG
MAXIMUM DAILY DELIVERY	2.19 MG	2.47 MG
MINIMUM DAILY DELIVERY	1.92 MG	1.65 MG
AVERAGE DAILY DELIVERY	2.05 MG	2.07 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	80.96 AF	44.1%	19.60 AF	15.4%
	26.37 MG		6.38 MG	
NAPA WATER	55.32 AF	30.1%	55.70 AF	43.9%
	18.02 MG		18.14 MG	
STONEBRIDGE POTABLE WELLS	47.25 AF	25.7%	51.60 AF	40.7%
	15.39 MG		16.81 MG	
TOTAL WATER DELIVERY (ALL)	183.52 AF	100.0%	126.90 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.27 MG/August 1 -31	4093 MG/August 1-31
NAPA VALLEY COLLEGE	0.13 MG/August 1 -31	1363 MG/August 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	412.27 FT.	405.14 FT.
MONTHLY RISE OR DROP	-1.05 FT.	-2.19 FT.
CAPACITY AT END OF PERIOD	547.43 MG	402.95 MG
PERCENT OF FULL CAPACITY	70.5 %	46.6 %
RAINFALL IN THIS PERIOD	0.27 IN	0.02 IN
TOTAL RAINFALL SEASON TO DATE	31.3 IN	13.27 IN

TEMPERATURES

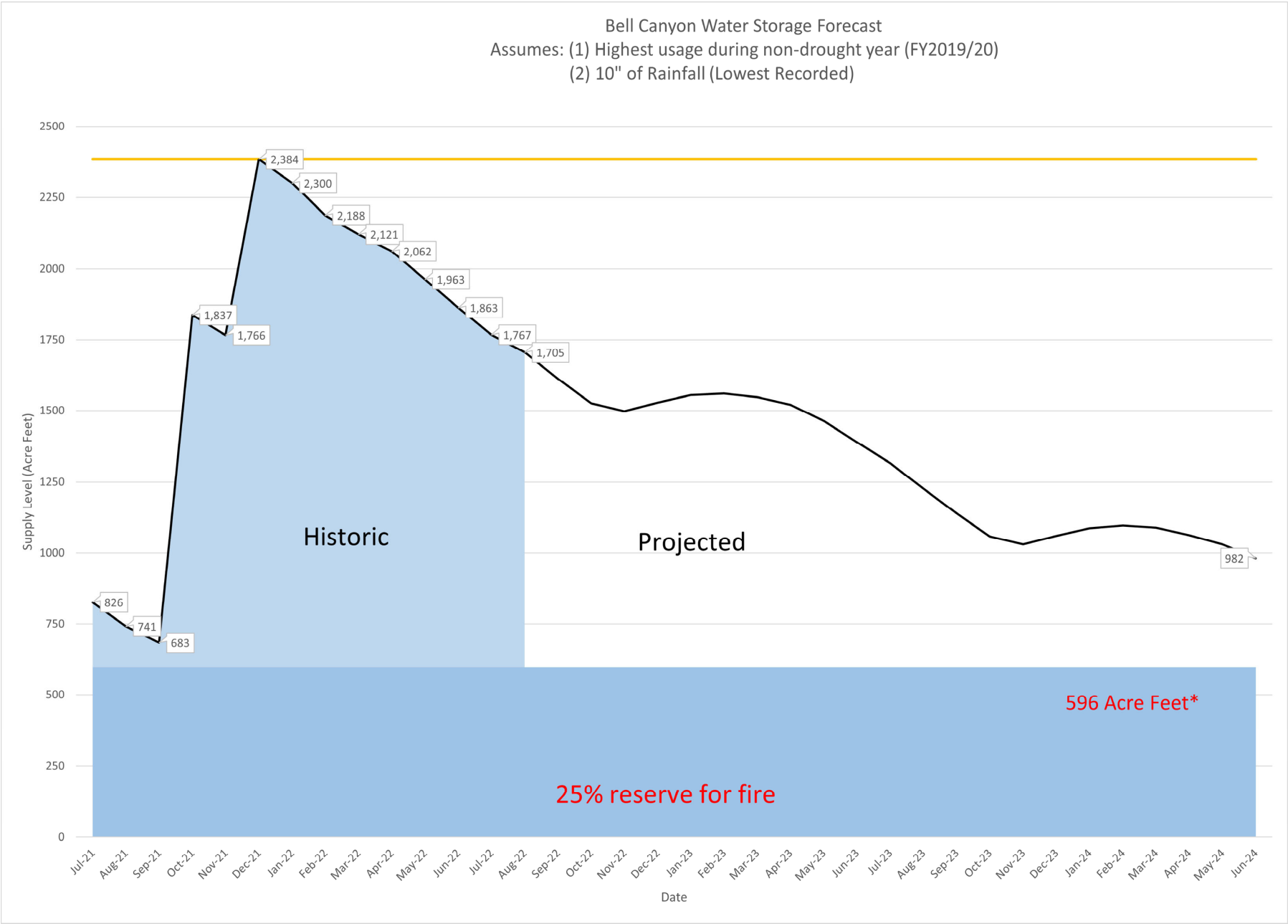
	THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	54.0 - 100.8	102-82
AVERAGE	77	91

REMARKS

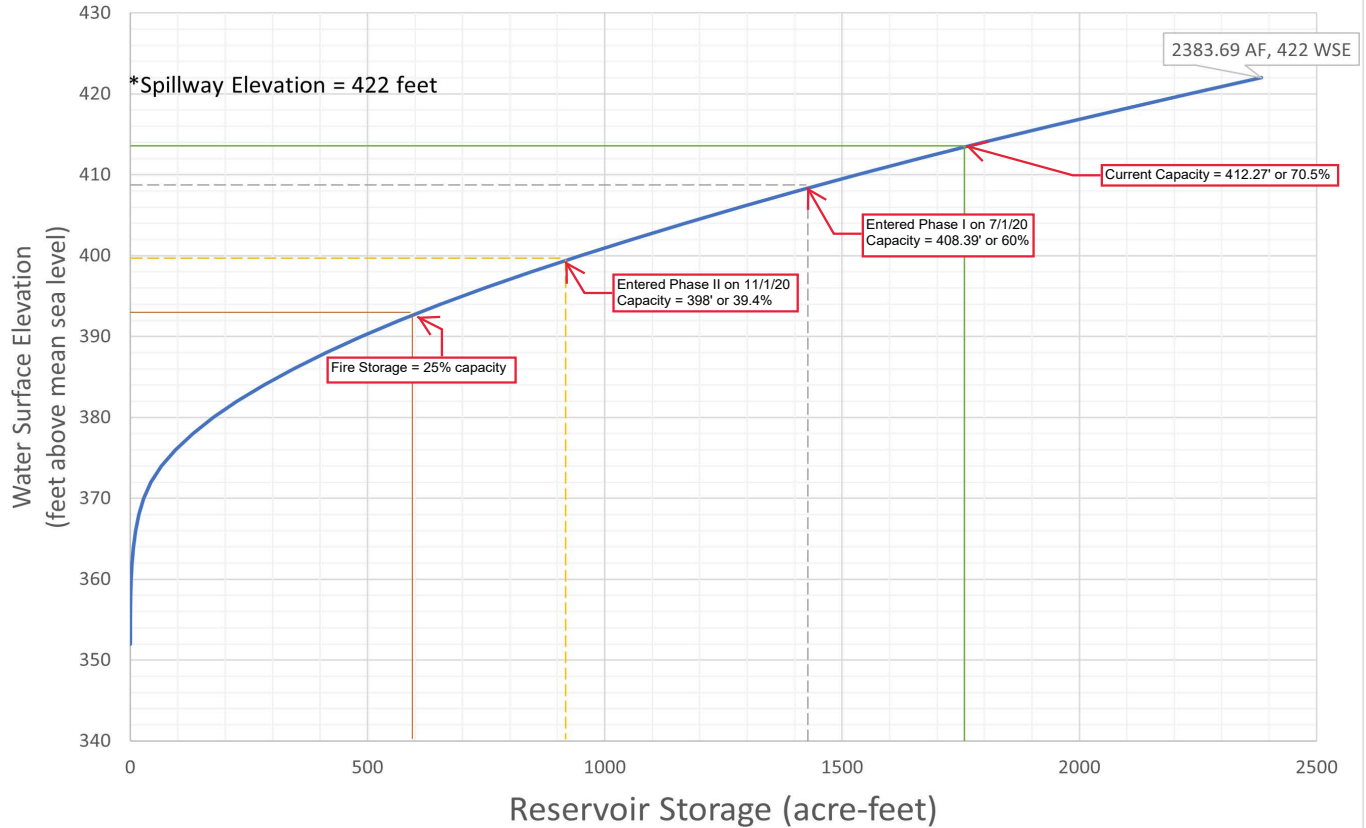
City of Napa Water Delivery: RPS producing an average of 0.58 MG/day during August 2022.

DISCLAIMER: The data presented in this report is approximate and for informational purposes only.

Updates will be provided if any errors are identified.



Bell Canyon Reservoir Stage-Storage Relationship





Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration of approval of a resolution establishing a 401(a) Governmental Money Purchase Plan and authorizing the City Manager to execute all necessary agreements and plan documents.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The City currently offers a voluntary deferred compensation program to employees in addition to mandatory participation in California Public Employees Retirement System (CalPERS). The current voluntary plan option is covered under provisions of Section 457 of the Internal Revenue Service Code, and ICMA-RC, doing business as MissionSquare, administers the program on behalf of the City. Maximum contributions into a 457 Plan are limited by annual IRS-specified amounts, with some employees eligible to add additional amounts based on age or retirement catch-up options established by the IRS.

DISCUSSION

IRS 401(a) provisions allow employees to contribute to a 401(a) plan in addition to the 457 Plan, thereby enhancing retirement planning options. A 401(a) Plan provides additional self-directed retirement planning investment options for employees, and provides an extremely useful tool in recruiting and retaining valuable employees.

The 401(a) provisions require mandatory contributions by either the employer or the employee. These provisions also require participation in the 401(a) by all members of a "defined" group of employees.

FISCAL IMPACT

The plan administration fee related to services under this agreement is 0.55% per annum of the amount of Plan assets invested in VantageTrust, which is estimated to be no more than \$100.00 for FY 2022/23.

RECOMMENDED ACTION

Approval of a resolution establishing a 401(a) Governmental Money Purchase Plan and authorizing the City Manager to execute all necessary agreements and plan documents.

ATTACHMENTS

[Attachment 1 - Resolution Establishing a 401a Governmental Money Purchase Plan](#)

[Attachment 2 - Money Purchase Plan Trust Agreement](#)

CITY OF ST. HELENA
RESOLUTION NO. 2022-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST.
HELENA ESTABLISHING A 401(a) GOVERNMENTAL MONEY
PURCHASE PLAN AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE PLAN DOCUMENTS.**

RECITALS

WHEREAS, the City of St. Helena has employees rendering valuable services;
and

WHEREAS, the establishment of a 401(a) Governmental Money Purchase Plan
benefits employees by providing funds for retirement and funds for their beneficiaries in
the event of death; and

WHEREAS, the City of St. Helena desires that its money purchase retirement
plan be administered by MissionSquare Retirement; and

WHEREAS, the plan shall be maintained for the exclusive benefit of eligible
employees and their beneficiaries.

RESOLUTION

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

1. The City Council hereby authorizes the City Manager to execute the Declaration of Trust of VantageTrust Company intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the City of St. Helena, if assets of the plan are to be invested in the trust created by such Declaration of Trust (the "VantageTrust") that provides for the commingled investment of retirement funds; and
2. The City of St. Helena hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust or in any other qualified investment options for the Plan; and
3. The Administrative Services Director shall be the coordinator of the Plan; shall receive reports, notices, etc., from MissionSquare Retirement or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

4. The City Council hereby authorizes the City Manager to execute all necessary agreements and plan documents with MissionSquare Retirement incidental to the administration of the Plan.

Approved at a Regular Meeting of the St. Helena City Council on September 27, 2022,
by the following vote:

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

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzafopoulos, City Clerk

MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement

The Employer hereby adopts and designates this Trust ("the Trust") to receive and hold the assets of the MissionSquare Retirement Governmental Money Purchase Plan ("the Plan"). The Trust is adopted and designated in accordance with Section 2.22 of the Plan. The Trust shall hold all of the assets of the Plan derived from Employer and Employee contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries. All capitalized terms in this instrument shall be interpreted consistent with Article II of the Plan.

- I. **Trust.** A trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that taxes and expenses may be paid from the Trust as provided in Section III below. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.

- II. **Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section II with respect to investment of the Trust assets, except to the extent that the investment of the Trust assets is controlled by Participants, pursuant to Sections 6.01 and 13.03 of the Plan.
 - (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of the Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
 - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case maybe, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

III. Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.

IV. Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under the Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

- V. Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Trust, all Account balances include the Account balances of all Participants and Beneficiaries.
- VI. Participant Loan Accounts.** Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.01.

SIGNATURE & DATE

Employer & Trustee: _____ ("the Employer")

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Attest: _____

Date: __/__/____
(M) (D) (Y)

52582-0621-W2777



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration and proposed approval of a resolution amending the City of St. Helena Conflict of Interest Code pursuant to the Political Reform Act of 1974

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of St. Helena (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code.

DISCUSSION

Subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Code. The amendments include listing new positions that must be designated, revises titles of existing positions, revise disclosure categories and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

Notices of these amendments were provided to the public and all affected designated positions as required under the Political Reform Act and FPPC Regulations.

A redlined version of the proposed amended Conflict of Interest Code is attached.

FISCAL IMPACT

None

RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

ATTACHMENTS

[Attachment 1 - Regulation 18730.Provisions-of-Conflict-of-Interest-Codes-c1](#)

[Attachment 2 - St. Helena - Notice of Intention 2022-c1](#)

[Attachment 3 - St Helena - CIC - 2022 \(Legislative\)-c1](#)

[Attachment 4 - St. Helena - CIC - Resolution 2022-c1](#)

[Attachment 5 - St Helena - CIC - 2022 - Final-c1](#)

1 Amend 2 Cal. Code Regs., Section 18730 to read:

2 **§ 18730. Provisions of Conflict of Interest Codes.**

3 (a) Incorporation by reference of the terms of this regulation along with the designation
 4 of employees and the formulation of disclosure categories in the Appendix referred to below
 5 constitute the adoption and promulgation of a conflict of interest code within the meaning of
 6 Section 87300 or the amendment of a conflict of interest code within the meaning of Section
 7 87306 if the terms of this regulation are substituted for terms of a conflict of interest code
 8 already in effect. A code so amended or adopted and promulgated requires the reporting of
 9 reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7
 10 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest
 11 code are in addition to other requirements of the Political Reform Act, such as the general
 12 prohibition against conflicts of interest contained in Section 87100, and to other state or local
 13 laws pertaining to conflicts of interest.

14 (b) The terms of a conflict of interest code amended or adopted and promulgated pursuant
 15 to this regulation are as follows:

16 (1) Section 1. Definitions.

17 The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political
 18 Practices Commission (Regulations 18110, *et seq.*), and any amendments to the Act or
 19 regulations, are incorporated by reference into this conflict of interest code.

20 (2) Section 2. Designated Employees.

21 The persons holding positions listed in the Appendix are designated employees. It has
 22 been determined that these persons make or participate in the making of decisions which may
 23 foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. ¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in ~~his or her~~ the employee's statement of economic interests those economic interests ~~he or she~~ the employee has which are of the kind described in the disclosure categories to which ~~he or she~~ the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which ~~he or she~~ the employee foreseeably can affect materially through the conduct of ~~his or her~~ the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

1 The code reviewing body shall instruct all designated employees within its code to file
2 statements of economic interests with the agency or with the code reviewing body, as provided
3 by the code reviewing body in the agency's conflict of interest code. ²

4 (5) Section 5. Statements of Economic Interests: Time of Filing.

5 (A) Initial Statements. All designated employees employed by the agency on the effective
6 date of this code, as originally adopted, promulgated and approved by the code reviewing body,
7 shall file statements within 30 days after the effective date of this code. Thereafter, each person
8 already in a position when it is designated by an amendment to this code shall file an initial
9 statement within 30 days after the effective date of the amendment.

10 (B) Assuming Office Statements. All persons assuming designated positions after the
11 effective date of this code shall file statements within 30 days after assuming the designated
12 positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

13 (C) Annual Statements. All designated employees shall file statements no later than April

14 1. If a person reports for military service as defined in the Servicemember's Civil Relief
15 Act, the deadline for the annual statement of economic interests is 30 days following ~~his or her~~
16 the person's return to office, provided the person, or someone authorized to represent the
17 person's interests, notifies the filing officer in writing prior to the applicable filing deadline that
18 ~~he or she~~ the person is subject to that federal statute and is unable to meet the applicable
19 deadline, and provides the filing officer verification of ~~his or her~~ the person's military status.

20 (D) Leaving Office Statements. All persons who leave designated positions shall file
21 statements within 30 days after leaving office.

22 (5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

1 Any person who resigns within 12 months of initial appointment, or within 30 days of the date of
 2 notice provided by the filing officer to file an assuming office statement, is not deemed to have
 3 assumed office or left office, provided ~~he or she~~ the person did not make or participate in the
 4 making of, or use ~~his or her~~ the person's position to influence any decision and did not receive or
 5 become entitled to receive any form of payment as a result of ~~his or her~~ the person's
 6 appointment. Such persons shall not file either an assuming or leaving office statement.

7 (A) Any person who resigns a position within 30 days of the date of a notice from the
 8 filing officer shall do both of the following:

9 (1) File a written resignation with the appointing power; and

10 (2) File a written statement with the filing officer declaring under penalty of perjury that
 11 during the period between appointment and resignation ~~he or she~~ the person did not make,
 12 participate in the making, or use the position to influence any decision of the agency or receive,
 13 or become entitled to receive, any form of payment by virtue of being appointed to the position.

14 (6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

15 (A) Contents of Initial Statements.

16 Initial statements shall disclose any reportable investments, interests in real property and
 17 business positions held on the effective date of the code and income received during the 12
 18 months prior to the effective date of the code.

19 (B) Contents of Assuming Office Statements.

20 Assuming office statements shall disclose any reportable investments, interests in real
 21 property and business positions held on the date of assuming office or, if subject to State Senate
 22 confirmation or appointment, on the date of nomination, and income received during the 12

1 months prior to the date of assuming office or the date of being appointed or nominated,
2 respectively.

3 (C) Contents of Annual Statements. Annual statements shall disclose any reportable
4 investments, interests in real property, income and business positions held or received during the
5 previous calendar year provided, however, that the period covered by an employee's first annual
6 statement shall begin on the effective date of the code or the date of assuming office whichever
7 is later, or for a board or commission member subject to Section 87302.6, the day after the
8 closing date of the most recent statement filed by the member pursuant to Regulation 18754.

9 (D) Contents of Leaving Office Statements.
10 Leaving office statements shall disclose reportable investments, interests in real property, income
11 and business positions held or received during the period between the closing date of the last
12 statement filed and the date of leaving office.

13 (7) Section 7. Manner of Reporting.
14 Statements of economic interests shall be made on forms prescribed by the Fair Political
15 Practices Commission and supplied by the agency, and shall contain the following information:

16 (A) Investment and Real Property Disclosure.

17 When an investment or an interest in real property ³ is required to be reported, ⁴ the statement
18 shall contain the following:

- 19 1. A statement of the nature of the investment or interest;
- 20 2. The name of the business entity in which each investment is held, and a general
21 description of the business activity in which the business entity is engaged;
- 22 3. The address or other precise location of the real property;

1 4. A statement whether the fair market value of the investment or interest in real property
2 equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

3 (B) Personal Income Disclosure. When personal income is required to be reported, ⁵ the
4 statement shall contain:

5 1. The name and address of each source of income aggregating \$500 or more in value, or
6 \$50 or more in value if the income was a gift, and a general description of the business activity,
7 if any, of each source;

8 2. A statement whether the aggregate value of income from each source, or in the case of
9 a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater
10 than \$10,000, or greater than \$100,000;

11 3. A description of the consideration, if any, for which the income was received;

12 4. In the case of a gift, the name, address and business activity of the donor and any
13 intermediary through which the gift was made; a description of the gift; the amount or value of
14 the gift; and the date on which the gift was received;

15 5. In the case of a loan, the annual interest rate and the security, if any, given for the loan
16 and the term of the loan.

17 (C) Business Entity Income Disclosure. When income of a business entity, including
18 income of a sole proprietorship, is required to be reported, ⁶ the statement shall contain:

19 1. The name, address, and a general description of the business activity of the business
20 entity;

21 2. The name of every person from whom the business entity received payments if the
22 filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

1 (D) Business Position Disclosure. When business positions are required to be reported, a
 2 designated employee shall list the name and address of each business entity in which ~~he or she~~
 3 the employee is a director, officer, partner, trustee, employee, or in which ~~he or she~~ the employee
 4 holds any position of management, a description of the business activity in which the business
 5 entity is engaged, and the designated employee's position with the business entity.

6 (E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving
 7 office statement, if an investment or an interest in real property was partially or wholly acquired
 8 or disposed of during the period covered by the statement, the statement shall contain the date of
 9 acquisition or disposal.

10 (8) Section 8. Prohibition on Receipt of Honoraria.

11 (A) No member of a state board or commission, and no designated employee of a state or
 12 local government agency, shall accept any honorarium from any source, if the member or
 13 employee would be required to report the receipt of income or gifts from that source on ~~his or her~~
 14 the member's or employee's statement of economic interests.

15 (B) This section shall not apply to any part-time member of the governing board of any
 16 public institution of higher education, unless the member is also an elected official.

17 (C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this
 18 section.

19 (D) This section shall not limit or prohibit payments, advances, or reimbursements for
 20 travel and related lodging and subsistence authorized by Section 89506.

21 (8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

22 (A) No member of a state board or commission, and no designated employee of a state or
 23 local government agency, shall accept gifts with a total value of more than \$520 in a calendar

1 year from any single source, if the member or employee would be required to report the receipt
 2 of income or gifts from that source on ~~his or her~~ the member's or employee's statement of
 3 economic interests.

4 (B) This section shall not apply to any part-time member of the governing board of any
 5 public institution of higher education, unless the member is also an elected official.

6 (C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this
 7 section.

8 (8.2) Section 8.2. Loans to Public Officials.

9 (A) No elected officer of a state or local government agency shall, from the date of ~~his or~~
 10 ~~her~~ the election to office through the date that ~~he or she~~ the officer vacates office, receive a
 11 personal loan from any officer, employee, member, or consultant of the state or local government
 12 agency in which the elected officer holds office or over which the elected officer's agency has
 13 direction and control.

14 (B) No public official who is exempt from the state civil service system pursuant to
 15 subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while
 16 he or she holds office, receive a personal loan from any officer, employee, member, or consultant
 17 of the state or local government agency in which the public official holds office or over which
 18 the public official's agency has direction and control. This subdivision shall not apply to loans
 19 made to a public official whose duties are solely secretarial, clerical, or manual.

20 (C) No elected officer of a state or local government agency shall, from the date of ~~his or~~
 21 ~~her~~ the election to office through the date that ~~he or she~~ the officer vacates office, receive a
 22 personal loan from any person who has a contract with the state or local government agency to
 23 which that elected officer has been elected or over which that elected officer's agency has

1 direction and control. This subdivision shall not apply to loans made by banks or other financial
 2 institutions or to any indebtedness created as part of a retail installment or credit card transaction,
 3 if the loan is made or the indebtedness created in the lender's regular course of business on terms
 4 available to members of the public without regard to the elected officer's official status.

5 (D) No public official who is exempt from the state civil service system pursuant to
 6 subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while
 7 ~~he or she~~ the official holds office, receive a personal loan from any person who has a contract
 8 with the state or local government agency to which that elected officer has been elected or over
 9 which that elected officer's agency has direction and control. This subdivision shall not apply to
 10 loans made by banks or other financial institutions or to any indebtedness created as part of a
 11 retail installment or credit card transaction, if the loan is made or the indebtedness created in the
 12 lender's regular course of business on terms available to members of the public without regard to
 13 the elected officer's official status. This subdivision shall not apply to loans made to a public
 14 official whose duties are solely secretarial, clerical, or manual.

15 (E) This section shall not apply to the following:

16 1. Loans made to the campaign committee of an elected officer or candidate for elective
 17 office.

18 2. Loans made by a public official's spouse, child, parent, grandparent, grandchild,
 19 brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first
 20 cousin, or the spouse of any such persons, provided that the person making the loan is not acting
 21 as an agent or intermediary for any person not otherwise exempted under this section.

22 3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

23 4. Loans made, or offered in writing, before January 1, 1998.

1 (8.3) Section 8.3. Loan Terms.

2 (A) Except as set forth in subdivision (B), no elected officer of a state or local
3 government agency shall, from the date of ~~his or her~~ the officer's election to office through the
4 date ~~he or she~~ the officer vacates office, receive a personal loan of \$500 or more, except when
5 the loan is in writing and clearly states the terms of the loan, including the parties to the loan
6 agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments
7 shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

8 (B) This section shall not apply to the following types of loans:

9 1. Loans made to the campaign committee of the elected officer.

10 2. Loans made to the elected officer by his or her spouse, child, parent, grandparent,
11 grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt,
12 uncle, or first cousin, or the spouse of any such person, provided that the person making the loan
13 is not acting as an agent or intermediary for any person not otherwise exempted under this
14 section.

15 3. Loans made, or offered in writing, before January 1, 1998.

16 (C) Nothing in this section shall exempt any person from any other provision of Title 9 of
17 the Government Code.

18 (8.4) Section 8.4. Personal Loans.

19 (A) Except as set forth in subdivision (B), a personal loan received by any designated
20 employee shall become a gift to the designated employee for the purposes of this section in the
21 following circumstances:

22 1. If the loan has a defined date or dates for repayment, when the statute of limitations for
23 filing an action for default has expired.

1 2. If the loan has no defined date or dates for repayment, when one year has elapsed from
2 the later of the following:

3 a. The date the loan was made.

4 b. The date the last payment of \$100 or more was made on the loan.

5 c. The date upon which the debtor has made payments on the loan aggregating to less
6 than \$250 during the previous 12 months.

7 (B) This section shall not apply to the following types of loans:

8 1. A loan made to the campaign committee of an elected officer or a candidate for
9 elective office.

10 2. A loan that would otherwise not be a gift as defined in this title.

11 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which
12 the creditor has taken reasonable action to collect the balance due.

13 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which
14 the creditor, based on reasonable business considerations, has not undertaken collection action.

15 Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this
16 paragraph has the burden of proving that the decision for not taking collection action was based
17 on reasonable business considerations.

18 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately
19 discharged in bankruptcy.

20 (C) Nothing in this section shall exempt any person from any other provisions of Title 9
21 of the Government Code.

22 (9) Section 9. Disqualification.

1 No designated employee shall make, participate in making, or in any way attempt to use
 2 ~~his or her~~ the employee's official position to influence the making of any governmental decision
 3 which ~~he or she~~ the employee knows or has reason to know will have a reasonably foreseeable
 4 material financial effect, distinguishable from its effect on the public generally, on the official or
 5 a member of ~~his or her~~ the official's immediate family or on:

6 (A) Any business entity in which the designated employee has a direct or indirect
 7 investment worth \$2,000 or more;

8 (B) Any real property in which the designated employee has a direct or indirect interest
 9 worth \$2,000 or more;

10 (C) Any source of income, other than gifts and other than loans by a commercial lending
 11 institution in the regular course of business on terms available to the public without regard to
 12 official status, aggregating \$500 or more in value provided to, received by or promised to the
 13 designated employee within 12 months prior to the time when the decision is made;

14 (D) Any business entity in which the designated employee is a director, officer, partner,
 15 trustee, employee, or holds any position of management; or

16 (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating
 17 \$500 or more provided to, received by, or promised to the designated employee within 12
 18 months prior to the time when the decision is made.

19 (9.3) Section 9.3. Legally Required Participation.

20 No designated employee shall be prevented from making or participating in the making
 21 of any decision to the extent ~~his or her~~ the employee's participation is legally required for the
 22 decision to be made. The fact that the vote of a designated employee who is on a voting body is

1 needed to break a tie does not make ~~his or her~~ the employees' participation legally required for
2 purposes of this section.

3 (9.5) Section 9.5. Disqualification of State Officers and Employees.

4 In addition to the general disqualification provisions of section 9, no state administrative
5 official shall make, participate in making, or use ~~his or her~~ the official's official position to
6 influence any governmental decision directly relating to any contract where the state
7 administrative official knows or has reason to know that any party to the contract is a person
8 with whom the state administrative official, or any member of ~~his or her~~ the official's immediate
9 family has, within 12 months prior to the time when the official action is to be taken:

10 (A) Engaged in a business transaction or transactions on terms not available to members
11 of the public, regarding any investment or interest in real property; or

12 (B) Engaged in a business transaction or transactions on terms not available to members
13 of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

14 (10) Section 10. Disclosure of Disqualifying Interest.

15 When a designated employee determines that ~~he or she~~ the employee should not make a
16 governmental decision because ~~he or she~~ the employee has a disqualifying interest in it, the
17 determination not to act may be accompanied by disclosure of the disqualifying interest.

18 (11) Section 11. Assistance of the Commission and Counsel.

19 Any designated employee who is unsure of ~~his or her~~ the duties under this code may request
20 assistance from the Fair Political Practices Commission pursuant to Section 83114 and
21 Regulations 18329 and 18329.5 or from the attorney for ~~his or her~~ the employee's agency,
22 provided that nothing in this section requires the attorney for the agency to issue any formal or
23 informal opinion.

1 (12) Section 12. Violations.

2 This code has the force and effect of law. Designated employees violating any provision
3 of this code are subject to the administrative, criminal and civil sanctions provided in the
4 Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a
5 violation of the disqualification provisions of this code or of Section 87100 or 87450 has
6 occurred may be set aside as void pursuant to Section 91003.

7 _____

8 ¹ Designated employees who are required to file statements of economic interests under
9 any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may
10 expand their statement of economic interests to cover reportable interests in both jurisdictions,
11 and file copies of this expanded statement with both entities in lieu of filing separate and distinct
12 statements, provided that each copy of such expanded statement filed in place of an original is
13 signed and verified by the designated employee as if it were an original. See Section 81004.

14 ² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in
15 agencies who make and retain copies of statements and forward the originals to the filing officer.

16 ³ For the purpose of disclosure only (not disqualification), an interest in real property
17 does not include the principal residence of the filer.

18 ⁴ Investments and interests in real property which have a fair market value of less than
19 \$2,000 are not investments and interests in real property within the meaning of the Political
20 Reform Act. However, investments or interests in real property of an individual include those
21 held by the individual's spouse and dependent children as well as a pro rata share of any
22 investment or interest in real property of any business entity or trust in which the individual,

1 spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10
2 percent or greater.

3 ⁵ A designated employee's income includes ~~his or her~~ the employee's community
4 property interest in the income of ~~his or her~~ the employee's spouse but does not include salary or
5 reimbursement for expenses received from a state, local or federal government agency.

6 ⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of
7 the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In
8 addition, the disclosure of persons who are clients or customers of a business entity is required
9 only if the clients or customers are within one of the disclosure categories of the filer.

10 Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-
11 87302, 89501, 89502 and 89503, Government Code.

**NOTICE OF INTENTION TO AMEND THE
CONFLICT OF INTEREST CODE OF THE
CITY OF ST. HELENA**

NOTICE IS HEREBY GIVEN that the City Council of the City of St. Helena (the "City") intends to amend the City's Conflict of Interest Code (the "Code") pursuant to Government Code Section 87306.

A conflict of interest code designates those employees, members, officers and consultants who make or participate in the making of governmental decisions which may affect their financial interests. The City's proposed amendment includes a new position that must be designated, revises titles of existing positions, revise disclosure categories and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.

The proposed amended Code will be considered by the City Council on September 27, 2022, at 6:00 p.m., Vintage Hall Board Room - Second Floor, 465 Main Street during a the City Council meeting. Any interested person may email a public comment to publiccomment@cityofstheleena.org or provide public comment at the public meeting. Any comments or inquiries should be directed to the attention of Cindy Tzaopoulos, City Clerk, 1572 Railroad Avenue, St. Helena, Ca. 94574; (707) 968-2742. Written comments must be submitted no later than September 27, 2022, at 4:00 p.m.

The proposed amended Code may also be reviewed at, and copies obtained from, the office of the City Clerk, by appointment only during regular business hours.

Conflict of Interest Code
Of the City of St. Helena
(Amended ~~September 8, 2020~~ September 27, 2022)

The Political Reform Act (Government Code section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted 2 Cal. Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of St. Helena ("City").

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, all other officials and designated positions required to submit a statement of economic interests shall file their statements using St. Helena City eDisclosureDocs system. The City Clerk shall make all statements available for public inspection on the City's website and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training every two years as required pursuant to Government Code section 53235 (AB 1234). The City Clerk, as the City's Filing Officer, shall provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF ST. HELENA
PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other city officials who manage public investments, as defined by 2 Cal. Code of Regs, section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 et seq. (Regulation § 18730(b)(3)).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are "other city officials" who manage public investments.¹ These positions listed here for informational purposes only.

Administrative Services Director

Finance Director

~~Finance Manager~~ [Position being reclassified as Administrative Services Director]

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
<u>Assistant Administrative Services Director</u>	<u>4</u>
<u>Assistant City Manager</u>	<u>1, 2</u>
<u>Assistant to the City Manager</u>	<u>4</u>
Asst. City Attorney	1, 2
Chief of Police	5
<u>Police Lieutenant</u>	<u>5</u>
Fire Chief	5
<u>Assistant Fire Chief</u>	<u>5</u>
<u>Fire Captain</u>	<u>5</u>
<u>Planning and Building Director</u> <u>Community Development Director</u>	1, 2
Senior Planner	2, 3, 6
Associate Planner	2, 3, 6
<u>Chief Building Official</u>	2, 3, 6
City Clerk	5
~~Human Resources and IT Director~~ [Reorganization consolidating HR Department with Finance Department into Administration Services Department]	<u>4</u>
Public Works Director and City Engineer	1, 2
Parks & Recreation Director	5
Recreation Manager	5
Library Director	5
<u>Assistant Public Works Director</u>	<u>5</u>
<u>Management Analyst</u>	<u>5</u>
<u>Public Works Operations Manager</u>	<u>5</u>
<u>Public Works Assistant Operations Manager</u>	<u>5</u>
<u>Senior Civil Engineer</u>	<u>2, 3, 5</u>
Consultants ²	

Note: Electronic Statements of Economic Interest for the following are electronically sent to the Fair Political Practices Commission: City Manager, City Attorney, City Treasurer, Finance Director, Mayor and City Council, and Planning Commissioners.

² Consultants. Contract consultants shall disclose their material financial interests in regard to all of the disclosure categories, subject to the following limitation:

The City Manager may determine in writing on a case-by-case basis that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements described in this Appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

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PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property that the designated employee must disclose for each disclosure category to which ~~he or she~~ the designated is assigned³. "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property that are located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, products, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the designated employee's department, unit, or division.

Category 6: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments from business entities subject to the regulatory, permit, or licensing authority of the designated employee's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with, or bearing upon, the functions or duties of the position. Regulation § 18730.1.

RESOLUTION NO. _____

**RESOLUTION RESCINDING RESOLUTION 2020-89 AND ADOPTING A REVISED
CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM
ACT OF 1974 FOR THE CITY OF ST. HELENA**

RECITALS

- A. The City of St. Helena is required to adopt a Conflict of Interest Code by the Political Reform Act of 1974 (Government Code section 81000 et. seq.) (hereinafter referred to as "Act").
- B. The Fair Political Practices Commission (hereinafter referred to as "FPPC") has adopted a regulation (2 California Code of Regulations section 18730) containing a model Conflict of Interest Code ("Model Code"), which if adopted by reference along with a list of designated employees required to file Statements of Economic Interest and a list of what types of economic interests those designated employees are required to disclose, will constitute the Conflict of Interest Code required by the Act.
- C. The City Council has adopted a Conflict of Interest Code for the City, which is reviewed biennially to determine whether amendments are required and has been amended over time to incorporate changes in regulations, departmental organizational structure and changes in job classifications.
- D. The current Conflict of Interest Code for the City was adopted by the City Council on September 8, 2020 via Resolution No. 2020-89.
- E. Resolution No. 2020-89 adopted the Model Code by reference, as it may be amended from time to time by the FPPC, and a list of designated employees and disclosure categories attached as Appendix "A" to the resolution.
- F. The Council desires to revise the list of designated employees and disclosure categories required to file a Statement of Economic Interest contained in Appendix "A" to Resolution No. _____.

RESOLUTION

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

1. The Recitals above are incorporated herein by this reference, and the adoption of the Model Code, as it may be amended from time to time by the FPPC, is hereby confirmed.
2. Appendix "A" to Resolution No. 2020-89 is hereby rescinded and replaced by Exhibit "A" to this Resolution.

Approved at a Regular Meeting of the St. Helena City Council on September 27, 2022, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Council Member Chouteau:

Council Member Hardy:

Council Member Hall:

APPROVED:

ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk

Appendix A

Conflict of Interest Code Of the City of St. Helena (Amended September 27, 2022)

The Political Reform Act (Government Code section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission adopted 2 Cal. Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation (attached) and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the City of St. Helena ("City").

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, all other officials and designated positions required to submit a statement of economic interests shall file their statements using St. Helena City eDisclosureDocs system. The City Clerk shall make all statements available for public inspection on the City's website and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training every two years as required pursuant to Government Code section 53235 (AB 1234). The City Clerk, as the City's Filing Officer, shall provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CITY OF ST. HELENA
PART "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other city officials who manage public investments, as defined by 2 Cal. Code of Regs, section 18700.3(b), are NOT subject to the City's Code but must file disclosure statements under Government Code section 87200 et seq. (Regulation § 18730(b)(3)).

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are "other city officials" who manage public investments.¹ These positions listed here for informational purposes only.

Administrative Services Director
Finance Director

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Assistant Administrative Services Director	4
Assistant City Manager	1, 2
Assistant to the City Manager	4
Asst. City Attorney	1, 2
Chief of Police	5
Police Lieutenant	5
Fire Chief	5
Assistant Fire Chief	5
Fire Captain	5
Community Development Director	1, 2
Senior Planner	2, 3, 6
Associate Planner	2, 3, 6
Chief Building Official	2, 3, 6
City Clerk	5
Public Works Director and City Engineer	1, 2
Parks & Recreation Director	5
Recreation Manager	5
Library Director	5
Assistant Public Works Director	5
Management Analyst	5
Public Works Operations Manager	5
Public Works Assistant Operations Manager	5
Senior Civil Engineer	2, 3, 5
Consultants ²	

Note: Electronic Statements of Economic Interest for the following are electronically sent to the Fair Political Practices Commission: City Manager, City Attorney, City Treasurer, Finance Director, Mayor and City Council, and Planning Commissioners.

² Consultants. Contract consultants shall disclose their material financial interests in regard to all of the disclosure categories, subject to the following limitation:

The City Manager may determine in writing on a case-by-case basis that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements described in this Appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

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PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property that the designated employee must disclose for each disclosure category to which the designated is assigned³. "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property that are located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments, from business entities that provide services, products, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the designated employee's department, unit, or division.

Category 6: All investments and business positions in business entities and sources of income, including gifts, loans and travel payments from business entities subject to the regulatory, permit, or licensing authority of the designated employee's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with, or bearing upon, the functions or duties of the position. Regulation § 18730.1.



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: CONSENT ITEMS

Subject: Consideration of Resolution rescinding Resolution 2021-32 and extending a portion of Hunt Avenue to the City's List of Red Zones (parking prohibitions)

CEQA Determination: Not a CEQA project

Prepared By: Eric Janzen, Assistant Public Works Director

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

City Staff received correspondence from a resident regarding bicyclist and pedestrian safety near the intersection of Hunt Avenue and Monte Vista Avenue. The resident reported a near-miss between her husband and a vehicle due to eastbound traffic on Hunt Avenue having to navigate a semi-blind right-hand turn immediately east of the intersection with Monte Vista Avenue. It was reported the resident's husband had been westbound on his bicycle when a vehicle exited the eastbound lane, to avoid legally parked cars on the side of the road, and crossed the center dividing line nearly impacting her husband.

City Staff reviewed the correspondence, the area where the near-miss occurred, the City's bicycle and pedestrian plan and the feasibility of the resident's suggested remedy and presents the following discussion.

DISCUSSION

The resident provided, in her correspondence, her opinion on the reason for the near-miss incident and a potential remedy. The suggested remedy is to eliminate some street parking along the eastbound side of Hunt Avenue by continuing the red curb by an additional 2 parking spaces.

Hunt Avenue is a narrow residential street with a 25MPH speed limit. Street parking is prohibited on the eastbound side on the approach and through the turn identified in the resident's letter. Street parking is permitted immediately beyond the turn. Existing structures and landscaping prevent eastbound drivers from viewing legally parked cars located immediately beyond the turn.

The 25MPH speed limit on Hunt Avenue were expected to mitigate any hazards related to these conditions, however not all drivers obey the speed limit. At this intersection, eastbound drivers can be "surprised" by legally parked vehicles leading them to swerve into the opposing lane of traffic to avoid parked cars and endangering oncoming vehicles and bicyclists.

Hunt Avenue is too narrow to permit Class 2 bike lanes in addition to the existing two drive lanes, street parking and sidewalk. Visibility around the right-hand curve cannot be improved without the elimination of mature landscaping located on private property. Extending the existing parking restriction (red curb) an additional 2 parking spaces is the only remaining option that would remedy the conditions leading to the near-miss reported by the resident.

The St. Helena Bicycle and Pedestrian Plan (2012) lists Hunt Avenue as a recommended Bicycle Boulevard. While improvements to Hunt Avenue have not yet been proposed, the Bicycle and Pedestrian Plan shows the City's commitment to multi-modal transportation on Hunt Avenue. Because of this and the lack of other multi-modal alternatives, Public Works is supporting and recommends the extension of existing parking restrictions (red curb) an additional 2 parking spaces (approximately 44 feet) on the eastbound side of Hunt Avenue. Authorization to implement parking restrictions requires Council approval via Resolution.

FISCAL IMPACT

Work could be completed by Public Works Staff during normal business hours and using readily available paint. Cost to complete work is <\$1,000 for labor and materials.

RECOMMENDED ACTION

Approve the attached resolution.

ATTACHMENTS

[Hunt Avenue](#)

[Attachment 1 Resolution.Resolution rescinding Resolution 2021-32.Red Zones](#)



CITY OF ST. HELENA

RESOLUTION NO. 2022-

**Resolution rescinding Resolution 2021-32 and adding
portion of Hunt Avenue to the City's List of Red Zones
(parking prohibitions)**

RECITALS

The Police Chief, Fire Chief and the Public Works Director have identified certain locations for which no parking is recommended in addition to those already in existence. New locations are identified with an underline in the following resolution. Locations not marked by an underline are locations already designated as no parking zones.

RESOLUTION

1. No parking zones or No stopping zones established within Resolution No. 2021-32 are hereby rescinded except to the extent that they are re-established below in this resolution.

2. For purposes of this resolution:

"Curb" means the concrete curbing installed along the side of the street or roadway or, if there is none, the edge of the traveled portion of the street or roadway.

"Intersection" means the point established by extending curb lines of the designated streets without regard for an arced curb installed to provide a turning radius between roadways.

3. Pursuant to Sections 10.10 and 10.11.1 of the City Code the following locations are designated as no parking or no stopping zones within which parking of vehicles on City streets is prohibited.
4. The new restrictions would not go into effect until the proposed paving and striping improvements for Grayson Avenue and South Crane Avenue are constructed.

- A) **ADAMS STREET**

1. Commencing at the northeast intersection of Adams and Kearney Streets thence 25 feet easterly along the north side of Adams Street.
2. Commencing at the southeast intersection of Adams and Kearney Streets thence 72 feet westerly along the south side of Adams Street.
3. Commencing at the southeast intersection of Adams Street and Money Way thence 30 feet easterly along the south side of Adams Street.
4. Commencing at the southeast intersection of Adams Street and Napa Valley Wine Train Tracks thence easterly 30 feet along the south side of Adams Street.
5. Commencing at the southeast intersection of Adams Street and Main Street 42 feet easterly to the point of beginning, thence 20 feet easterly along the south side of Adams Street.
6. Commencing on the south side of Adams Street 138 feet easterly from Main Street thence 20 feet easterly along the south side of Adams Street.
7. Commencing at the northwest intersection of Adams Street and Railroad Avenue thence westerly 28 feet along the north side of Adams Street.
8. Commencing at a point 65 feet east of Main Street thence easterly 20 feet along the north side of Adams Street.
9. Commencing at the northeast intersection of Adams Street and Oak Avenue thence easterly 20 feet on the north side of Adams Street.
10. Commencing at the southeast intersection of Adams Street and Oak Avenue thence easterly 30 feet along the south side of Adams Street.
11. Commencing at the northeast intersection of Adams Street and Oak Avenue thence easterly 25 feet along the north side of Adams Street.

12. Commencing at the southwest intersection of Adams Street and Main Street thence westerly 31 feet along the south side of Adams Street.
13. Commencing at the westerly edge of the westerly driveway of 899 Adams Street thence westerly 30 feet along the south side of Adams Street.
14. Commencing at the easterly edge of the most easterly driveway of the 1010 Adams Street Bank Building and Pharmacy, thence easterly thirty (30) feet along the south side of Adams.

B) ALEXANDER COURT

1. Commencing at the southerly intersection of Alexander Court and Main Street thence westerly along the north side of Alexander Court 160 feet, thence northerly along a curve to the right 160 feet, thence easterly along the southerly side 160 feet to the northerly intersection of Alexander Court and Main Street.

C) CHARTER OAK

1. Commencing at the northeast intersection of Charter Oak and Wine Train Railroad Tracks thence easterly 180 feet along the north side of Charter Oak.
2. Commencing at the southeast intersection of Charter Oak and Wine Train Railroad Tracks thence easterly 197 feet along the south side of Charter Oak.
3. Commencing at the east intersection of Allison Avenue and Charter Oak thence along both sides of Charter Oak Avenue to the easterly end of the street.

D) CHILES AVENUE

1. Beginning at a point lying 84 feet westerly of the northwest bridge abutment corner at Pope Street crossing Sulphur Creek; thence northwesterly 58 feet along the east curb at Chiles Avenue and Pope Street.
2. Beginning at a point lying 154 feet westerly of the northwest bridge abutment corner at Pope Street crossing Sulphur Creek; thence northerly 84 feet along the west curb at Chiles Avenue and Pope Street.

E) CHURCH STREET

1. Commencing at the southeast intersection of Church Street and Hunt Avenue thence southerly along the east side of Church Street to the northeasterly intersection of Pope Street.
2. West side of Church Street five (5) feet north and five (5) feet south of the entrance and exit driveway of the parking lot of the business located at 1120 Pope Street.

F) COLLEGE AVENUE

1. Commencing at the southeast intersection of College Avenue and Pope Street thence

southerly 360 feet along the east side of College Avenue.

2. Commencing at the southwest intersection of College Avenue and Pope Street thence southerly 360 feet along the west side of College Avenue.

G) DOWDELL LANE

1. Commencing at the east right-of-way of the Wine Train crossing at Dowdell Lane thence easterly 180 feet along the north and south side of Dowdell Lane.
2. Commencing at the driveway to 899 Dowdell Lane thence 12 feet in both the easterly and westerly direction from the edge of said driveway a distance of 12 feet along the northerly side of Dowdell Lane.
3. DOWDELL AND MCCORMICK
 - a. Commencing at the southeast intersection of McCormick Street and Dowdell Lane thence 25 feet northwesterly along the east side of McCormick Street.
 - b. Commencing at the southeast intersection of McCormick Street and Dowdell Lane thence 28 feet northeasterly along the south side of Dowdell Lane.

H) EDWARDS STREET

1. Commencing at the southeast corner of Edwards Street and Hunt Avenue thence southerly 20 feet along the east side of Edwards Street.
2. Commencing at the southwest corner of Edwards Street and Hunt Avenue thence southerly 20 feet along the west side of Edwards Street.

I) EL BONITA AVENUE

1. Commencing at a point 35 feet west of Community Drive thence westerly 60 feet along the north side of El Bonita Avenue.

2. Commencing at the intersection of El Bonita Avenue and Community Drive thence easterly 80 feet along the south side of El Bonita Avenue.

J) **ELMHURST AVENUE**

1. Commencing at the northeast intersection of Elmhurst Avenue and Granger Way thence easterly 30 feet along the north side of Elmhurst Avenue.
2. Commencing at the southeast intersection of Elmhurst Avenue and Spring Mountain Road thence easterly 75 feet along the south side of Elmhurst Avenue.
3. Commencing at the intersection of Elmhurst Avenue and Main Street thence westerly 30 feet along Elmhurst Avenue and thence northerly 60 feet along Main Street.

K) FULTON LANE

1. Commencing at the northeast and southeast intersection of Fulton and Main Streets thence easterly 90 feet along the north and south sides of Fulton Lane.
2. Commencing at the easterly intersection of Fulton Lane and Railroad Avenue thence easterly 120 feet along both the north and south sides of Fulton Lane.

L) GRAYSON AVENUE

1. South side of Grayson Avenue from the southwest intersection of Main Street and Grayson Avenue westerly for a distance of 100 feet.
2. North side of Grayson beginning at a point 665 feet westerly of the westerly line of Main Street then west along the north side of Grayson for a distance of 1,165.6 feet between the hours of 7:30 a.m. and 3:00 p.m., Mon. - Fri.
3. Commencing at the northeast intersection of Grayson Avenue and Crane Avenue thence easterly 50 feet along the north side of Grayson Avenue. This is a 24-hour "No Stopping zone."
4. Commencing at a point 50 feet north of the northeast intersection of Grayson Avenue and Crane Avenue thence 700 feet along the north side of Grayson Avenue. This is a "No Stopping" zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.
5. Commencing at the intersection of the easterly driveway of the Primary School Parking Lot and Grayson Avenue thence westerly along the southerly curb line a distance of 25 feet.
6. Class II Bike lane only, which would require parking to be prohibited along the south side. Commencing at the southeast intersection of Grayson Avenue and South Crane Avenue thence 700 feet easterly along the south side of Grayson Avenue.

M) **GROVE COURT**

1. Commencing at the northeast intersection of Grove Court and Hunt Avenue thence northerly 205 feet along the east side of Grove Court.
2. Commencing 100 feet northerly of the northwest intersection of Grove Court and Hunt Avenue thence northerly 100 feet along the west side of Grove Court adjacent to the heritage oak tree.

N) **HUNT AVENUE**

1. Commencing at the northeast intersection of Hunt Avenue and Starr Avenue thence westerly 307 feet along the north side of Hunt Avenue.
2. Commencing at the southwest intersection of Hunt Avenue and Starr Avenue thence westerly 465 feet along south side of Hunt Avenue to 105 feet west of Monte Vista extended center line.
3. Commencing at a point 20' east of the southeast intersection of Hunt Avenue and Monte Vista thence easterly 44' along the south side of Hunt Avenue.
4. Commencing at the southeast corner of Hunt Avenue and Edwards Street thence easterly 40 feet along the south side of Hunt Avenue.
5. Commencing at the southwest corner of Hunt Avenue and Edwards Street thence westerly 30 feet along the south side of Hunt Avenue.
6. Commencing on the north side of Hunt Avenue fifteen (15) feet west and fifteen (15) feet east of the most eastern entrance and exit driveway of the Safeway parking lot. This is a 24-hour "No Stopping Zone".
7. Commencing at a point forty (40) feet east of the most eastern entrance and exit driveway of the Safeway parking lot, thence thirty (30) feet along the north side of Hunt Avenue.

O) **JUNE LANE**

1. Commencing at a point lying 184 feet north of the intersection of Chiles and June Lane; thence along the east curb to the right a distance of 30 feet to the south curb of Hunt Avenue.
2. Commencing at a point lying 184 feet north of the intersection of Chiles Avenue and June Lane; thence along the west curb to the left a distance of 30 feet to the south curb of Hunt Avenue.

P) KEARNEY STREET

1. Commencing at the northeast intersection of Kearney Street and Spring Street thence northerly along the east side of Kearney Street to Tainter Street.
2. Commencing 143 feet north of the northeast corner of Adams Street and Kearney Street thence northerly a distance of 51 feet along the east side of Kearney Street.
3. Commencing 399 feet north of the northeast corner of Adams Street and Kearney Street thence northerly a distance of 33 feet along the east side of Kearney Street.

Q) LA FATA STREET

1. Commencing 215 feet southerly from the southeast corner of La Fata Street and Dowdell Lane thence 60 feet southerly along the easterly curb of La Fata Street.
2. Commencing 398 feet southerly from the southeast corner of La Fata Street and Dowdell Lane thence 40 feet southerly along the easterly curb of La Fata Street.
3. Commencing at the driveway to 899 Dowdell Lane located on La Fata Street thence 12 feet in both the northerly and southerly direction from the edge of said driveway a distance of 12 feet along the westerly side of La Fata Street.

R) LIBRARY LANE

1. Commencing at the north side of the white painted load zone at the St. Helena Library at 1480 Library lane, then twenty-one (21) feet along the east side of Library Lane.

S) MADRONA AVENUE

1. Commencing at the intersection of Madrona and Oak Avenues thence easterly and westerly along the north and south sides of Madrona Avenue 20 feet from each intersection.
2. Commencing at the northwest and southwest intersections of Madrona Avenue and Main Street thence westerly 90 feet along the north and south side of Madrona Avenue.

T) MAIN STREET

1. Commencing at the intersection of Main Street and Madrona Avenue thence southerly 155 feet along both sides of Main Street.
2. Commencing at the intersection of Main Street and Madrona Avenue thence northerly 155 feet along both sides.
3. Commencing at the southwest intersection of Main Street and Sulphur Springs Avenue thence 310 feet southerly along the west side of Main Street.
4. Commencing at Main Street and the Sulphur Creek bridge thence southerly to Sulphur Springs Avenue along both sides of Main Street and northerly 175 feet to Mitchell Avenue along the west side of Main Street.
5. Commencing at the northwest intersection of Main Street and Mitchell Drive thence northerly 20 feet.
6. Commencing at the intersection of Main Street and Spring Street thence 25 feet southerly along the west side.
7. Commencing at the southeast intersection of Main Street and Adams Street thence southerly 50 feet along the east side.

8. Commencing at the southeast intersection of Main Street and Adams Street 120 feet southerly to the point of beginning thence southerly 37 feet along the east side.
9. Commencing at the intersection of Main Street and Hunt Avenue thence northerly and southerly 30 feet along the east side.
10. Commencing at the intersection of Main Street and Spring Street 145 feet northerly to a point of beginning thence northerly 22 feet along the east side.
11. Commencing at the Main Street crosswalk at the south line of Spring Street thence southerly 24 feet along the east side of Main Street.
12. Commencing at the northwest intersection of Main Street and Adams Street thence northerly 35 feet along the west side.
13. Commencing at the southwest intersection of Main Street and Adams Street thence southerly 40 feet along the west side.
14. Commencing at the northwest intersection of Main Street and Spring Street 540 feet northerly to a point of beginning thence northerly 30 feet along the west side.
15. Commencing at the northwest intersection of Main Street and Spring Street 230 feet northerly to a point of beginning thence northerly 90 feet along the west side.
16. Commencing at the northwest intersection of Main Street and Spring Street thence northerly 40 feet along the west side.
17. Commencing at the northwest intersection of Main Street and Elmhurst 400 feet to a point of beginning thence northerly 330 feet along the west side of Main Street.
18. Commencing at the southeast intersection of Main Street and Pope Street thence southerly 170 feet along the east side of Main Street.

19. Commencing at the southeast intersection of Main Street and Pine Street thence south a distance of 28 feet along the east side of Main Street.
20. Commencing at the southwest intersection of Main Street and Pine Street thence south a distance of 28 feet along the west side of Main Street.
21. West side of Main Street from a point one hundred (100) feet south of Grayson Avenue southerly a distance of one thousand six hundred ninety (1,690) feet.
22. East side of Main Street from the south line of Grayson Avenue southerly a distance of one thousand five hundred eighty-five (1,585) feet.
23. East side of Main Street beginning at a point one thousand five hundred eighty-five (1,585) feet south of the south line of Grayson Avenue, southerly for a distance of two hundred eighteen (218) feet between the hours of 7:30 a.m. and 5:30 p.m.
24. East side of Main Street beginning at a point one thousand eight hundred three (1,803) feet south of the south line of Grayson Avenue, southerly for a distance of two hundred seventy-two (272) feet.
25. West side of Main Street from the northwest corner of Main Street and Grayson Avenue approximately 85 feet across the frontage of A&W Restaurant located at 501 Main Street.
26. Commencing at the southwest corner of Main Street and the York Creek Bridge thence south 360 feet along the west side of Main Street.
27. Commencing at the northeast corner of Pratt Avenue and Main Street thence north along the west side of Main Street to the York Creek Bridge
28. Commencing at a point 45 feet north of the northeast intersection of Main Street and Pope Street thence north 29 feet along the east side of Main Street.

29. Commencing at Deer Park Road south along both sides of Main Street to the York Creek Bridge.*

*The area in the Tunnel of Trees is a “No Stopping” zone on both sides of Main Street.
30. Commencing at a point 99 feet west of the northwest intersection of Main Street and Pine Street thence 22 feet west along the north side of Pine Street.
31. Commencing at the southwest corner of Main Street and Charter Oak extending westerly 50 feet on the south side of Charter Oak. This is a 24 Hour “No Parking” Zone.
32. Commencing at the intersection of Main Street and Elmhurst Avenue thence southerly 30 feet along the west side of Main Street.
33. Commencing at the intersection of Main Street and Elmhurst Avenue thence northerly 60 feet along the west side of Main Street.
34. Commencing at a point 25 feet south of the southeast intersection of Britton Way thence southerly 88 feet along the east side of Main Street. This is a “No Parking” zone and reserved for transit buses.

U) **McCORMICK AVENUE**

1. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 170 feet southerly to a point of beginning thence southerly 15 feet along the west side of McCormick Street.
2. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 310 feet southerly to a point of beginning thence southerly 30 feet along the west side of McCormick Street.
3. Commencing at the northwest intersection of McCormick and Vintage Streets 320 feet northerly to the point of beginning thence

northerly 25 feet along the west side of McCormick Street.

4. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 530 feet southerly to the point of beginning thence 20 feet southerly along the east side of McCormick Street.
5. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 270 feet southerly to the point of beginning thence 50 feet southerly along the east side of McCormick Street.

V) **MITCHELL DRIVE**

1. Commencing at the southwesterly intersection of Mitchell Drive and St. James Drive thence westerly along the south side of Mitchell Drive to the southeast intersection of North Crane and Mitchell Drive and easterly 300 feet.
2. Commencing at the southwest intersection of Mitchell and Main Street thence 80 feet westerly along the south side of Mitchell Drive.
3. Commencing 230 feet west of the intersection of Main Street and Mitchell Drive thence 88 feet westerly along the south side of Mitchell Drive.
4. Commencing at the northwest intersection of Mitchell Drive and Oak Avenue thence 50 feet westerly along the northerly side of Mitchell Drive.
5. Commencing at the easterly corner of the most easterly intersection of Mitchell Drive and St. James Drive, thence ninety (90) feet along the south side of Mitchell Drive.

W) **MONTE VISTA AVENUE**

1. Commencing at the cul de sac northerly of Hunt Avenue thence around the perimeter of the 25 foot diameter island.

X) OAK AVENUE

1. Commencing at the southwest intersection of Oak Avenue and Hillview Place thence southerly 65 feet.
2. Commencing at the northeast, northwest, and southwest intersections of Oak Avenue and Pine Street thence 20 feet northerly and southerly along the east and west sides of Oak Avenue.
3. Commencing at the southwest intersection of Oak Avenue and Pine Street thence 30 feet southerly along the west side of Oak Avenue.
4. Commencing at the northeast intersection of Oak Avenue and Adams Street thence northerly 18 feet.
5. Commencing at the southwest intersection of Oak Avenue and Tainter Street 55 feet southerly to a point of beginning thence southerly 20 feet on the west side of Oak Avenue.
6. Commencing at a point easterly of the southwest intersection of Oak Avenue and Tainter Street thence southerly 22 feet along the east side of Oak Avenue at the crosswalk.
7. Commencing at the northwest intersection of Oak Avenue and Spring Street thence northerly 20 feet along Oak Avenue.
8. Commencing at the point of curvature of the southeasterly curve on the east side of Oak Avenue thence southeasterly 160 feet to the point of tangency with the north side of Mitchell Drive.
9. Beginning at a point 339 feet north of Spring Street extending northerly to a point 419 feet on the east side of Oak Avenue.
10. Beginning at the northwest corner of Oak Avenue and Tainter Street thence extending northerly 35 feet on Oak Avenue.

11. Twenty (20) feet southerly from the driveway at 1255 Oak Avenue.

Y) **PINE STREET**

1. Commencing at the northwest intersection of Pine Street and Main Street thence along the north side of Pine Street to Oak Avenue excepting a 25 foot yellow zone terminating 180 feet from the northeast intersection of Pine Street and Oak Avenue.
2. Commencing at the northwest and southwest intersections of Pine Street and Oak Avenue thence westerly 20 feet.
3. Commencing at the southeast intersection of Pine Street and Oak Avenue thence easterly 20 feet.
4. Commencing at the southwest intersection of Pine Street and Main Street thence westerly ~~40~~ 20 feet.
5. Commencing at the southeast intersection of Pine Street and Main Street thence easterly 115 feet.
6. Commencing at the northeast intersection of Pine Street and Main Street easterly 140 feet.

Z) **PINOT WAY**

1. Commencing at the centerline of the utility and pedestrian access alley that connects Pinot Way to Sylvaner Avenue thence southwesterly 10 feet and northeasterly 10 feet creating a 20 foot long segment centered on the end of the alley.

AA) **POPE STREET**

1. Commencing at the southeast and northeast intersections of Pope Street and Main Street thence east 80 feet to the Wine Train railroad right-of-way.
2. Commencing at the east terminus of Pope Street at the Napa River thence westerly along

Stonebridge Park 345 feet on the north side of Pope Street.

3. Commencing at the northeast corner of Paseo Grand Drive and Pope Street then easterly 154 feet on the north side of Pope Street.
4. Commencing at the east terminus of Pope Street at the Napa River thence westerly 400 feet along the south side of Pope Street.
5. Commencing at the southeast intersection of Pope Street and College Avenue thence 340 feet easterly along the south side of Pope Street.
6. Commencing at the southwest intersection of Pope Street and College Avenue thence 680 feet westerly along the south side of Pope Street.
7. Commencing at the intersection of Pope Street and College Avenue thence easterly 680 feet on the north side of Pope Street.
8. Commencing at the northeast intersection of Pope Street and Church Street thence easterly 35 feet along the north side of Pope Street.
9. Commencing at the southeast intersection of Pope Street and the Napa Valley Wine Train Tracks thence easterly 25 feet along the south side of Pope Street.
10. Commencing at the northeast intersection of Pope Street and the Napa Valley Wine Train Tracks thence easterly 145' to the intersection of Pope Street and Church Street.
11. Commencing at the Northeast intersection of Pope Street and Chiles Ave thence easterly 950 feet along the north and south sides of Pope Street.
12. Commencing at the northwest intersection of Pope Street and Starr Avenue thence westerly 392 feet along the north side of Pope Street.

AB) PRATT AVENUE

1. Commencing at the southeastern intersection of Pratt Avenue and the Napa Valley Wine Train and thence easterly a distance of 570 feet along the south shoulder of Pratt Avenue.
2. Commencing at the northeastern intersection of Pratt Avenue and Main Street and thence easterly a distance of 300 feet along the north shoulder of Pratt Avenue.

AC) RAILROAD AVENUE

1. Commencing at the northwest intersection of Railroad Avenue and Adams Street thence 31 feet north along the west side of Railroad Avenue.
2. Commencing at a portion 400 feet north of the northeast corner of the intersection of Adams Street and Railroad Avenue thence north a distance of 50 feet along the east side of Railroad Avenue.
3. Commencing at the south exit of the City Parking lot on Railroad Avenue thence south a distance of 16 feet.
4. Commencing at the north side of the south exit of the City Parking lot on Railroad Avenue thence north a distance of 24 feet.
5. Commencing at the north exit of the City Parking lot on Railroad Avenue thence north a distance of 20 feet.
6. Commencing at the north exit of the City Parking lot on Railroad Avenue thence south a distance of 15 feet.
7. Commencing at the curb beginning at the Napa Valley Wine Train tracks at the northeast corner of the intersection of Adams Street and Railroad Avenue northward through the curb return and thence northerly a distance of 281 feet along the east side of Railroad Avenue.

AD) SILVERADO TRAIL

1. Commencing at the southeast intersection of Howell Mountain Road and Silverado Trail thence south 400 feet along the east side of Silverado Trail.

AE) SOUTH CRANE AVENUE

1. Commencing at the southeast intersection of South Crane Avenue and Grayson Avenue thence southerly 50 feet along the east side of South Crane Avenue. This is a 24-hour “No Stopping” zone.
2. Commencing at a point 433 feet south of the southeast intersection of South Crane Avenue and Grayson Avenue thence southerly 30 feet along the east side of South Crane Avenue. This is a “No Stopping” zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.
3. Commencing at the northeast intersection of South Crane Avenue and Grayson Avenue thence northerly 50 feet along the east side of South Crane Avenue. This is a 24-hour “No Stopping” zone.
4. Commencing at a point 50 feet north of the northeast intersection of South Crane Avenue and Grayson Avenue thence northerly 450 feet along the east side of South Crane Avenue to the bridge. This is a “No Stopping” zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.
5. Class II Bike lanes only, which would require parking to be prohibited along the east side. Commencing at the southeast intersection of Grayson Avenue and South Crane Avenue thence 800 feet southerly along the east side of South Crane Avenue.
6. Class II Bike Lanes only, which would require parking to be prohibited along the west side. Commencing at the southwest intersection of Grayson Avenue and South Crane Avenue thence 800 feet southerly along the west side of South Crane Avenue.

AF) **SPRING STREET**

1. Commencing at the northwest intersection of Spring Street and Main Street thence westerly 35 feet along the north side of Spring Street.
2. Commencing at the northwest intersection of Spring Street and Main Street westerly 120 feet to a point of beginning thence westerly 30 feet along the north side of Spring Street.
3. Commencing at the shopping center driveway at the intersection of Spring Street and Money Way thence 15 feet westerly and 65 feet easterly along the south side of Spring Street.
4. Commencing at the northeast and the southeast intersections of Spring Street and Oak Avenue thence 33 feet easterly along Spring Street.
5. Commencing at the northwest and southwest intersections of Spring Street and Oak Avenue thence 33 feet westerly along Spring Street.
6. Commencing at the southwest intersection of Spring Street and Oak Avenue westerly 70 feet to a point of beginning thence westerly 70 feet along the south
7. Commencing at the southwest intersection of Spring Street and Oak Avenue westerly 25 feet to a point of beginning thence westerly 50 feet along the south side.
8. Commencing at the intersection of Spring Street and Kearney Street thence easterly 60 feet along the south side.
9. Commencing at the northwest intersection of Spring Street and Kearney Street 70 feet westerly to a point of beginning thence 60 feet westerly along Spring Street.
10. Commencing at the northwest intersection of Spring Street and East Sylvaner 135 feet westerly to a point of beginning thence 70 feet westerly along Spring Street.

11. Twenty (20) feet on both sides of driveway at 2322 Spring Street.
12. Twenty (20) feet on west side of driveway and that strip on the easterly side to adjacent driveway at 1428 Spring Street.
13. Twenty (20) feet east from the west driveway and twenty (20) feet from both sides of the east driveway at 1343 Spring Street.
14. Ten (10) feet from both sides of the driveway to the parking lot east of the building at 1313 Spring Street.
15. Commencing on the southwest intersection of Spring Street and Valley View thence southwesterly along the south side of Spring Street to the southeast intersection of West Sylvaner Avenue.
16. Class II Bike lanes only, which would require parking to be prohibited along the south side. The vehicle travelway (centerlane) would not be striped.

AG) SPRING MOUNTAIN ROAD

1. Commencing at the southeast corner of Spring Mountain Road and Elmhurst Avenue thence 75 feet southerly along the east side of Spring Mountain Road.

AH) STARR AVENUE

1. Commencing at the northwest intersection of Starr Avenue and Harvest Lane thence 285 feet northerly along the west side of Starr Avenue.
2. Commencing at the northwest intersection of Harvest Lane and Starr Ave. northerly 45 feet to a point of beginning thence northerly 150 feet to the southeast corner of Meadowcreek Circle along the east side of Starr Avenue.

3. Commencing at the extended center line of Meadowcreek Circle (north) thence 22 feet south along the west side of Starr Avenue.
4. Commencing at the northeast intersection of Meadowcreek Circle (south) and Starr Avenue 83 feet northerly to a point of beginning thence northerly 32 feet to the south side of Hunt Avenue.

AI) STOCKTON STREET

1. Commencing at the northwest intersection of Stockton Street and Spring Street thence northerly along the west side of Stockton Street to the Madrona Street and Stockton Street intersection.

AJ) SULPHUR SPRINGS AVENUE

1. Commencing at the southwest intersection of Main Street and Sulphur Springs Avenue thence 50 feet westerly along the south side of Sulphur Springs Avenue.
2. Commencing at the northwest intersection of Main Street and Sulphur Springs westerly 253 feet to a point of beginning thence westerly 23 feet along the north side of Sulphur Springs Avenue.
3. Commencing at the northwest intersection of Main Street and Sulphur Springs westerly 289 feet to a point of beginning thence westerly 15 feet along the north side of Sulphur Springs Avenue.

AK) SYLVANER AVENUE

1. Commencing at the centerline of the utility and pedestrian access alley that connects Sylvaner Avenue to Pinot Way thence southwesterly 10 feet and northeasterly 10 feet creating a 20 foot long segment centered on the end of the alley.

AL) TAINTER STREET

1. Commencing at the intersection of Tainter Street and Kearney thence easterly along the south side of Tainter Street to the intersection of Oak Avenue and Tainter Street except Mon.- Fri. 7:30 a.m. - 9:00 a.m. and 2:00 p.m. - 4:00 p.m.
2. Commencing at the northwest intersection of Tainter Street and Kearney Street thence 80 feet easterly along the north side of Tainter Street.
3. South side of Tainter Street between Stockton Street and Kearney Street.

AM) **VINTAGE AVENUE**

1. Commencing at the northwest intersection of Vintage Avenue and McCormick Street westerly 228 feet to a point of beginning thence 12 feet west of said driveway 168 feet along the north side to the Napa Valley Wine Train right-of-way.
2. Commencing at the intersection of Vintage Avenue and McCormick Street westerly 250 feet to a point of beginning thence westerly 180 feet along the south side.

AN) **VOORHEES CIRCLE**

1. Commencing at the westerly intersection of Voorhees Circle and Mitchell Avenue south of Mitchell and west of Voorhees Circle thence southerly along the west side, easterly along the south side and northerly along the east side a distance of 1100 feet to the easterly intersection of Voorhees Circle and Mitchell Avenue.

Approved at a Regular Meeting of the St. Helena City Council on September 27, 2022 by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring: _____

Councilmember Hardy: _____

Councilmember Chouteau: _____

Councilmember Hall: _____

APPROVED: ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: PUBLIC HEARINGS

Subject: Introduction and First Reading of an Ordinance of the City Council of the City of St. Helena Amending Section 8.24.010 Of Chapter 24 To Title 8 of The St. Helena Municipal Code Regarding Leaf Blowers

CEQA Determination: Exempt from the requirements of CEQA under the “General Rule”, Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

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

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

The City Council has a 3 Year Adopted Workplan. City Council Goal #6 is to “support initiatives that respond to and plan for climate change”. Goal 6F is to consider the ban on gas powered leaf blowers. Restrictions on the use of gas-powered leaf blowers will yield multiple environmental benefits. The primary benefit will be a reduction in greenhouse gas emissions that result from the combustion of fossil fuels, in this case, gasoline and/or diesel.

More recently, California enacted AB 1346 which will require the state to adopt regulations to ban the sale of gas-powered leaf blowers (and other lawn equipment) in 2024. The City's Public Works Department is currently undertaking a pilot project to convert its gas-powered leaf blowing equipment to electric.

This item was heard at the July 6, 2022 Regular Active Transportation and Sustainability Committee meeting, where the Committee heard a presentation on the potential ban on gas powered leaf blowers and provided feedback. The Committee unanimously voted in support of this Ordinance.

DISCUSSION

Exhaust emissions are currently emitted by many pieces of equipment including, but not limited to gas powered leaf blowers. Extensive evidence exists on the adverse health effects of exhaust emissions, and other fine particulates, which include cardiovascular disease, stroke, respiratory disease, cancer, neurological conditions, premature death, and effects on prenatal development. A ban on gas powered leaf blowers will help in reducing some of the exhaust emissions. Additionally, electric leaf blowers emit less noise and generate fewer particulates in the air while in use. Staff recommends that the proposed ordinance keep the decibel limit for electric leaf blowers at 65 dBA or less and staff will develop a list of leaf blowers that are sound rated at 65 dBA or less.

Outreach Strategy:

Staff has met with community members to discuss outreach and education steps following Ordinance approval by the City Council.

- An outdoor demonstration/workshop with electric/battery powered leaf blowers at a City park
- Inserts in utility bills
- Targeted mailing to landscaping businesses with active, inactive, or partially active business licenses, hotels, and HOA's etc...
- Postcards with information on the City's rebate program/educational material-to be distributed by City staff to community groups/posted on community boards
- Information at community gatherings including the Farmer's Market and the Hometown Harvest Festival
- City standard communication outreach such as media release and social media
- Dedicated City website page with easy to read Frequently Asked Questions

Enforcement:

For those using a gas powered leaf blower, the following steps would be taken:

1. Verbal warning
2. Notice of Violation Letter
3. First offense: a fine not exceeding one hundred dollars (\$100.00)
4. Second offense: a fine not exceeding two hundred dollars (\$200.00)
5. Third offense: a fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within one year.

Effective Date:

Staff recommends Ordinance effect date of January 1, 2023.

Rebate Program:

Staff has learned that the State is developing a voucher program for small businesses for landscaping equipment that would include leaf blowers. This program would be administered through the California Air Resources Board (CARB) under the Clean Off-Road Equipment (CORE) Voucher Incentive Program. This would allow small businesses

to directly purchase an electric leaf blower from an authorized seller for up to 70% of the costs including a battery and charger. The State is still finalizing this program.

Staff anticipates the rebate program would be modeled very closely on the program that has successfully been implemented in Yountville and Calistoga. A rebate of \$150 would be available to each residential address with proof of the purchase of a battery-electric leaf blower.

Similarly, a rebate of either \$300 or \$500 (depending on the number of accounts/properties serviced) would be available to licensed commercial leaf blower operators who provide proof of purchase of a commercial battery-electric leaf blower. Rebate funds would be made available on a first come first serve basis.

Staff anticipates that such a program could be in place by the new year.

FISCAL IMPACT

The overall fiscal impact is unknown at this time. However, at a future meeting, staff will recommend a budget of \$25,000 for the following:

- \$23,000 for the rebate program
- \$2,000 for outreach/education

Code enforcement costs are unknown at this time, but staff is actively engaged with conversations with surrounding agencies regarding shared services. Preliminary outreach will utilize city staff.

RECOMMENDED ACTION

Introduce by title only and waive further reading of an Ordinance of the City Council of the City of St. Helena Amending Section 8.24.010 Of Chapter 24 To Title 8 of The St. Helena Municipal Code Regarding Leaf Blowers

ATTACHMENTS

[Active Transportation and Sustainability Committee - 06 Jul 2022 - FINAL MINUTES ST HELENA Ordinance Regarding Leaf Blowers \(Final\)-c1](#)



FINAL MINUTES
City of St. Helena
Active Transportation and Sustainability
Committee
Regular Meeting
Wednesday, July 6, 2022 @ 5:00 PM

Page

1. CALL TO ORDER
Chair Stanton called the meeting to order at 5:01 p.m.
2. ROLL CALL
The following were present:

Committee Chair: Leslie Stanton, Vice Chair: Jeff Farmer
Members: Maddie Chandler, John Zimmerman
Alternate Members: Vacant, Vacant

Council Liaison: Paul Dohring, Vice Mayor
Staff Liaison: Preya Nixon, Asst. to the City Manager

Member Glenn Smith was excused.
3. PUBLIC FORUM:
No public comment was received.
4. REPORTS BY STAFF AND COMMITTEE:
Reports were conducted.
5. CONSENT CALENDAR:
Members of the Active Transportation Committee 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, on motion may be used to adopt all recommendation actions.
 - 5.1. Active Transportation and Sustainability Committee Meeting Minutes of June 1, 2022. # - #
[DRAFT MINUTES Active Transportation and Sustainability Committee - 01 Jun 2022](#)

A motion was made by Vice Chair Farmer and seconded by member Chandler to approve the minutes for the meeting held on June 1, 2022.

The motion passed unanimously.
6. SCHEDULED MATTERS:
 - 6.1. Receive a presentation on the Napa County Climate Challenge website # - #

[Napa County Climate Challenge Presentation](#)
[Staff Report- Napa County Climate Challenge website](#)

*Presentation was given by Patrick Journey
No public comment was received*

- 6.2. Consideration and Feedback Regarding a Draft Ordinance Banning the Use of Gas Powered Leaf Blowers # - #

Preya Nixon, Assistant to the City Manager, presented on this item.

Public comment was received from

*Valli Ferrell
Sharon Parham*

*The following feedback was given by the Committee:
-Equity must be considered in the rebate program, especially for commercial users.
-include the decibel limit of 65 dBA.
-that the noise component is important too
-see if there is any more research on the GHG impact.*

A motion was made by Vice Chair Farmer and seconded by Member Chandler to support the ordinance with the feedback provided.

The motion was passed unanimously.

7. FUTURE AGENDA ITEMS

- 7.1.
- Review and approval of Committee governing language
 - Presentation from Fire Chief John Sorensen regarding vehicular speeding and potential traffic mitigation
 - Active Transportation Plan Phase II
 - Potential Reusable Foodware and Waste Reduction Ordinance
 - Napa Countywide Greenhouse Gas Emission Inventory Presentation (fall 2022)

8. ADJOURNMENT

Chair Stanton adjourned the meeting at 6:20 p.m.

The next regular Active Transportation Committee meeting is scheduled for October 5, 2022 at 5:00 pm, at the Carnegie Building, 1360 Oak Avenue

Approved

Attest

Chair

Preya Nixon,
Assistant to the City Manager

ORDINANCE NO. _____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA AMENDING SECTION 8.24.010 OF CHAPTER 24 TO TITLE 8 OF THE
ST. HELENA MUNICIPAL CODE REGARDING LEAF BLOWERS**

WHEREAS, the City of St. Helena's Noise Ordinance, specifically subsection (E) of Section 8.24.010 of the St. Helena Municipal Code, regulates the use of leaf blowers; and

WHEREAS, the City Council of the City of St. Helena desires to ban the use of leaf blowers powered by gasoline and diesel.

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

Section 1: Amendment.

Subsection (E) of Section 8.24.010 of the St. Helena Municipal Code is hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

"8.24.010 Unnecessary noises generally.

E. Leaf Blowers.

1. It shall be unlawful for any person to operate any ~~gas-powered~~ leaf blower ~~other than a gas-powered leaf blower that bears a manufacturer's label indicating a noise level designation not exceeding sixty-five (65) dB(A) at a distance of fifty (50) feet utilizing American National Standard Institute ("ANSI") B175.2 methodology. All such leaf blowers shall be operated with all mufflers, full extension tubes, shrouds and sound-attenuating devices supplied by the manufacturer for that leaf blower and shall be maintained in sound operating condition. This paragraph shall not apply to electric leaf blowers. unless it is powered by electricity or battery and is used in compliance with the following criteria:~~

a. The electric or batter operated leaf blower bears a manufacturer's label indicating a noise level designation not exceeding sixty-five (65) dB(A) at a distance of fifty (50) feet utilizing American National Standard Institute ("ANSI") B175.2 methodology. All such leaf blowers shall be operated with all mufflers, full extension tubes, shrouds and sound-attenuating devices supplied by the

manufacturer for that leaf blower and shall be maintained in sound operating condition.;

b. The leaf blower is operated without the use of a generator with a gasoline or diesel engine; and

c. The leaf blower is operated in a manner that does not result in leaves, dirt, debris, or other materials being blown or deposited on any other parcel, land, lot, or public right-of-way/property other than the parcel, land, lot, or public right-of-way/property on which the leaf blower is being used or operated.

2. The operation of lawful ~~gas~~-~~battery~~-powered and electric leaf blowers on all streets and parcels within the city, except for those areas designated in subsection (E)(3) of this section, shall be allowed between nine a.m. and four p.m. Monday through Friday, between ten a.m. and three p.m. on Saturdays, and between ten a.m. and twelve p.m. on Sundays.

3. The operation of lawful ~~gas~~-~~battery~~-powered and electric leaf blowers on all parcels on Main Street between Pine Street and Grayson Avenue shall be allowed between five a.m. and three p.m. Monday through Friday, between ten a.m. and three p.m. on Saturdays, and between ten a.m. and twelve p.m. on Sundays.

4. It shall be unlawful to operate ~~gas~~-~~battery~~-powered and electric leaf blowers on federal and local holidays.

5. The operation of ~~gas~~-~~battery~~-powered and electric leaf blowers shall be exempt from the permit requirement of subsection A of this section.

6. A violation of any provision of this section shall be subject to the enforcement procedures under Chapter 1.12 of this code in addition to any other enforcement remedies available under law and this code. Notwithstanding any provision to the contrary in Chapter 1.12, for purposes of enforcement of this chapter under Chapter 1.12, a "responsible person" shall only include a person who uses or operates, or a property owner or business that permits the use or operation of, a leaf blower in violation of this chapter."

Section 2: Severability.

If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 3: CEQA.

This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that this ordinance is exempt from review under CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

Section 4: Rebate Program/Public Education.

City staff shall develop a rebate program for those persons or businesses purchasing a leaf blower powered by electricity or battery to comply with this ordinance. The rebate program shall be reviewed and approved by City ~~Town~~ Council prior to implementation. City staff shall also establish a public education campaign regarding this ordinance, including notice to likely leaf blower users or operators of its provisions, means of compliance, and penalties for noncompliance, prior to its effective date.

Section 5: Effective Date.

This ordinance shall take effect January 1, 2023 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

I, CINDY TZAFPOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of ____, 2022. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2022, by the following vote:

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

Christopher J. Warner
1434 Grayson Avenue
St. Helena, CA 94574

September 23, 2022

Comments on Draft Leaf Blower Ordinance
September 27, 2022, St. Helena City Council Meeting

I provide the following comments on the proposed “Leaf Blower Ordinance” (Agenda Item #8.1) on the agenda of the September 27, 2022, Regular City Council meeting and recommended in the City staff report provided prior to that meeting.¹

My comments are solely personal and do not represent my position or relationship with any other entity or person, private or public. My views do represent my thirty years of professional and personal experience analyzing, participating in and implementing California’s landmark and global-leading greenhouse gas (GHG) emission mitigation and clean energy policies, regulations and programs.

1. I support the good intentions of the proposed leaf blower ordinance as included in the September 27, 2022, Regular City Council agenda and staff report. Local citizen actions to mitigate GHG and other emissions and promote sustainability are a key part of addressing global climate change and protecting our global environment and natural resources.
2. However, local sustainability and GHG and emissions mitigation initiatives need to be based on facts and reasonable benefit-cost analyses that are in the record and openly discussed and evaluated by the public, decision-makers and stakeholders affected by the initiatives, particularly when the initiatives propose to criminalize certain behavior by persons or small businesses.
3. Such local initiatives also need to be carefully coordinated with other sustainability and GHG and emissions mitigation initiatives at the national, state and regional levels with which the local initiatives may directly conflict or duplicate.
4. Unfortunately, the proposed leaf blower ordinance recommended by the City Staff and the Active Transportation and Sustainability Committee (ATSC) does not comply with these basic criteria for sound, effective sustainability and GHG and emissions mitigation initiatives, because it lacks any minimal benefit-cost analysis or even any quantitative evidence of incremental local environmental benefits or incremental local costs to small businesses and other affected persons. It also ignores and omits evaluation of how the proposed ordinance would conflict with and duplicate the State of California’s existing leaf blower rules and other small off-road engine (SORE) rules which have been adopted by the California Air Resources Board (CARB) and will go into effect on January 1, 2024.²

¹ No recording of the discussion at the July 6 ATSC meeting appears to be available, and the minutes of the June 1 and July 6 ATSC meetings are short and undetailed. If the Council chooses to defer consideration of the draft ordinance until a later date, I will review the revised draft and revise my recommended amendments to the draft ordinance that are provided as an attachment to these comments.

² [Amendments to the Small Off-Road Engine Regulations: Transition to Zero Emissions | California Air Resources Board](#)

5. With massive input from the public, stakeholders and affected small businesses as well as multiple public hearings and direct outreach over many months, the CARB has adopted SORE rules prohibiting the sale of certain types of emitting leaf blowers after January 1, 2024, based on the requirements of a statutory mandate adopted by the California Legislature and extensive benefit-cost analyses of the cost impacts and environmental benefits of the new rules.³
6. In adopting its benefit-cost analyses of the new leaf blower rules, the CARB also concluded that over a short period of years but not immediately, the new rules would result in the conversion of most existing leaf-blowers to zero emissions leaf-blowers as they are replaced by landscapers, gardeners and others in the normal course.⁴
7. However, the CARB rulemaking also concluded that the upfront costs of immediately replacing emitting leaf blowers with new zero emissions leaf-blowers, such as battery leaf-blowers, would cost small businesses double the upfront costs of existing emitting leaf blowers, and any savings from replacement would take multiple years for small businesses and other purchasers to recoup.⁵
8. In addition, CARB also concluded that the existing zero emissions leaf blowers on the market, such as battery leaf blowers, were subject to perceived negative performance compared to emitting leaf blowers, particularly given the need to purchase and continually re-charge batteries during daily use.⁶ However, the CARB concluded that over time, the environmental benefits of zero emissions leaf-blowers would exceed the costs and performance issues compared to emitting leaf blowers.⁷
9. CARB's new leaf blower rules are based primarily on the benefits of mitigating non-GHG criteria pollutants emitted by existing leaf blowers, and not the GHG mitigation benefits of the new rules.⁸ Nor are CARB's rules based on any noise pollution benefits or costs under the new rules.
10. Based on the record evidence and findings of the new CARB leaf blower rules, it appears that St. Helena's proposed leaf blower ordinance may have little if any incremental GHG or other emissions mitigation benefits compared to the CARB rules. It also appears that the immediate ban on non-battery leaf blowers proposed in the St. Helena ordinance could conflict with the CARB rules and impose potentially significant unnecessary incremental costs on small businesses providing services in St. Helena, such as small gardeners and landscapers, as well as on residents.
11. The actual incremental costs and benefits of the proposed St. Helena leaf blower ordinance, especially as it may conflict with or duplicate the CARB rules, are not

³ [CARB approves updated regulations requiring most new small off-road engines be zero emission by 2024 | California Air Resources Board](#)

⁴ Initial Statement of Reasons, [appi.pdf \(ca.gov\)](#), p. 67.

⁵ [2021 SORE Rulemaking Staff Report \(ca.gov\)](#), Initial Statement of Reasons, p. 106, Table VII-5; [appi.pdf \(ca.gov\)](#), pp. 65- 69.

⁶ [2021 SORE Rulemaking Staff Report \(ca.gov\)](#), Initial Statement of Reasons, pp. 96- 97.

⁷ [2022 SORE FSOR \(ca.gov\)](#), p. 5; Attachment D, [2022 SORE FSOR Attachment D: Econ and Emissions Tables \(ca.gov\)](#).

⁸ [2021 SORE Rulemaking Staff Report \(ca.gov\)](#), Initial Statement of Reasons, pp. ES-2- ES-3.

known or even evaluated in the proposed ordinance or staff report.⁹ Both are simply devoid of any factual benefit-cost analysis. Both are also devoid of any significant input from the small businesses that may be adversely impacted by the proposed local ordinance or may be subject to the conflict and confusion between compliance with the CARB rules and the St. Helena ordinance. (The proposed ordinance and staff report reverse the legal standard for adopting new ordinances by recommending that stakeholder and public outreach occur *after* rather than *before* adoption of the ordinance.)¹⁰

12. Compounding the absence of a reasonable benefit-cost analysis for the proposed leaf blower ordinance is the requirement that a financial rebate for purchase of battery leaf blowers be developed after the leaf blower ordinance is adopted – but a rebate that is not necessarily required to be approved, implemented or available, before the leaf blower ordinance goes into effect.¹¹ Nor does the “rebate” proposal include any direct coordination with state or regional rebates that may be available for battery leaf blowers.

RECOMMENDATIONS

Based on these findings, I recommend that the City Council and City staff take the following actions regarding the proposed leaf blower ordinance:

1. Before further consideration of a leaf blower ordinance, conduct a direct survey of known local landscapers, gardeners and other affected local businesses to solicit their comments on a local ban on non-battery leaf blowers that would go into effect prior to the CARB rules on sales of new emitting leaf blowers.
2. Perform a quantitative evaluation of the local benefits and costs of the proposed local ordinance, taking into account evidence of actual local GHG emissions using emitting leaf blowers, as well as the likelihood that the CARB rules will result in statewide replacement of emitting leaf blowers with zero emissions leaf blowers on a phased schedule after January 1, 2024.
3. Remove the strict liability standard for neighboring property impacts from the proposed ordinance, and replace with a “reasonable person,” negligence standard.
4. Remove the ban on use of standby gas generation to charge leaf blowers from the ordinance, given the essential use of such standby generation for defensible space protection and clearance during emergency wildfire and power outage events.
5. Based on the record evidence developed in #1 and 2, above, consider a proposed leaf blower ordinance that includes approved rebates for the replacement of emitting leaf blowers prior to and for a reasonable period after January 1, 2024, and an

⁹ [Regular City Council - 27 Sep 2022 - Agenda - Pdf \(civicweb.net\)](#), Agenda Item #8.1, Staff Report, p. 128; see also, [Active Transportation and Sustainability Committee - 06 Jul 2022 - Agenda - Pdf \(civicweb.net\)](#), Agenda Item #6.2; [Active Transportation and Sustainability Committee - 01 Jun 2022 - Agenda - Pdf \(civicweb.net\)](#), Agenda Item #6.1; [**SPECIAL**Active Transportation and Sustainability Committee - 14 Sep 2022 - Agenda - Pdf \(civicweb.net\)](#), Agenda Item 5.1.

¹⁰ [Regular City Council - 27 Sep 2022 - Agenda - Pdf \(civicweb.net\)](#), Agenda Item #8.1, Staff Report, pp. 128- 129; see also, [Active Transportation and Sustainability Committee - 06 Jul 2022 - Agenda - Pdf \(civicweb.net\)](#), Staff Report.

¹¹ *Id.*

outright ban on emitting leaf blowers after the January 1, 2024 effective date of the new CARB rules.

Again, I congratulate the ATSC and City staff for developing this proposed leaf blower ordinance as an element of the City's climate action and sustainability plans. I strongly support the good intentions of the proposal, even as I offer these comments for consideration to make the proposed ordinance a sound, factually supported, balanced step in addressing local and global climate change.

Respectfully submitted,

Christopher J. Warner
1434 Grayson Avenue

September 23, 2022

Attachment: Proposed Amendments to Draft Leaf Blower Ordinance

**ATTACHMENT – RECOMMENDED AMENDMENTS TO DRAFT LEAF BLOWER
ORDINANCE**

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

**ST. HELENA AMENDING SECTION 8.24.010 OF CHAPTER 24 TO TITLE 8 OF THE ST. HELENA
MUNICIPAL CODE REGARDING LEAF BLOWERS**

WHEREAS, the City of St. Helena's Noise Ordinance, specifically subsection (E) of Section 8.24.010 of the St. Helena Municipal Code, regulates the use of leaf blowers; and

WHEREAS, the City Council of the City of St. Helena desires to ban the use of leaf blowers powered by gasoline and diesel.

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

Section 1: Amendment.

Subsection (E) of Section 8.24.010 of the St. Helena Municipal Code is hereby amended to read as follows (new **and amended** language is underlined, deletions are in ~~strikeout~~):

"8.24.010 Unnecessary noises generally.

E. Leaf Blowers.

1. Effective January 1, 2024 and upon the adoption of reasonable financial rebates and incentives for the replacement of existing leaf blowers that emit greenhouse gases or other criteria pollutants, whichever is later, it shall be unlawful for any person to operate any ~~gas-powered~~ leaf blower ~~other than a gas-powered leaf blower that bears a manufacturer's label indicating a noise level designation not exceeding sixty-five (65) dB(A) at a distance of fifty (50) feet utilizing American National Standard Institute ("ANSI") B175.2 methodology. All such leaf blowers shall be operated with all mufflers, full extension tubes, shrouds and sound attenuating devices supplied by the manufacturer for that leaf blower and shall be maintained in sound operating condition. This paragraph shall not apply to electric leaf blowers.~~ **unless:**

a. It is in compliance with small off-road engine regulations adopted by the California Air Resources Board governing the sale of such leaf blowers that are subject to such regulations (Amendments to the Small Off-Road Engine Regulations, Transition to Zero Emissions / California Air Resources Board);

b. The electric or batter operated leaf blower bears a manufacturer's label indicating a noise level designation not exceeding sixty-five (65) dB(A) at a distance of fifty (50) feet utilizing American National Standard Institute ("ANSI") B175.2 methodology. All such leaf blowers shall be operated with all mufflers, full extension tubes, shrouds and sound-attenuating devices supplied by the

manufacturer for that leaf blower and shall be maintained in sound operating condition.;

; and

c. The leaf blower is operated in a manner that does not ~~unreasonably or negligently~~ result in leaves, dirt, debris, or other materials being blown or deposited on any other parcel, land, lot, or public right-of-way/property other than the parcel, land, lot, or public right-of-way/property on which the leaf blower is being used or operated.

2. The operation of lawful ~~gas-battery~~-powered and electric leaf blowers on all streets and parcels within the city, except for those areas designated in subsection (E)(3) of this section, shall be allowed between nine a.m. and four p.m. Monday through Friday, between ten a.m. and three p.m. on Saturdays, and between ten a.m. and twelve p.m. on Sundays.

3. The operation of lawful ~~gas-battery~~-powered and electric leaf blowers on all parcels on Main Street between Pine Street and Grayson Avenue shall be allowed between five a.m. and three p.m. Monday through Friday, between ten a.m. and three p.m. on Saturdays, and between ten a.m. and twelve p.m. on Sundays.

4. It shall be unlawful to operate ~~gas-battery~~-powered and electric leaf blowers on federal and local holidays.

5. The operation of ~~gas battery~~-powered and electric leaf blowers shall be exempt from the permit requirement of subsection A of this section.

6. A violation of any provision of this section shall be subject to the enforcement procedures under Chapter 1.12 of this code in addition to any other enforcement remedies available under law and this code. Notwithstanding any provision to the contrary in Chapter 1.12, for purposes of enforcement of this chapter under Chapter 1.12, a "responsible person" shall only include a person who uses or operates, or a property owner or business that permits the use or operation of, a leaf blower in violation of this chapter."

Section 2: Severability.

If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 3: CEQA.

This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that this ordinance is exempt from review under CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

Section 4: Rebate Program/Public Education.

City staff shall develop a rebate program for those persons or businesses purchasing a leaf blower powered by electricity or battery to comply with this ordinance. The rebate program shall be reviewed and approved by City ~~Town~~ Council prior to implementation. City staff shall also establish a public education campaign regarding this ordinance, including notice to likely leaf blower users or operators of its provisions, means of compliance, and penalties for noncompliance, prior to its effective date.

Section 5: Effective Date.

This ordinance shall take effect January 1, 2023 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

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of ____, 2022. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of ____, 2022, by the following vote:

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

September 25, 2022

Mayor and City Council members,

I am writing in strong support of the proposed leaf blower ordinance. Gas powered leaf blowers are harmful to the environment, to the individuals using them, and to people in their vicinity.

Many local landscaping co.'s have already switched over to non-polluting leaf blowers. They know it is in their employees' (and therefore their) best interest to not use gas powered leaf blowers. Bravo to those companies, as well as residents, who have already made the switch to non-polluting versions.

You may have seen in the Napa Register two days ago that a draft greenhouse gas (GHG) inventory for Napa County has been completed. The article in the Register noted each City's emissions; ours are about double those of Calistoga, a similar sized town (interesting side note). St Helena must step up efforts to reduce our GHG emissions.

This topic certainly does not warrant a cost benefit analysis at the local level. The cost of climate change is well known. The 2017, 2018 and 2020 wildfire seasons alone "are estimated to have produced between \$25 billion and \$29 billion in destruction, and insured losses, in California alone. The record-breaking fires over the last five years have illustrated an urgent need for policy action to reduce economic losses and adverse health effects experienced across the state" (Bay Area Council Economic Institute). Obviously, this ordinance is a drop in the bucket toward reducing our local climate impacts, but every step counts!

Thank you to the ATSC for approving the proposal unanimously, to staff who worked on the draft and also prepared a list of efforts St Helena is prepared to make to lessen the blow (rebates, etc.), and last but not least, to all the local residents who have been advocating for this ordinance. I hope the Council will vote unanimously in favor of the proposal.

Thank you all very much for your service to our community. Please pass this ordinance ASAP.

Pam Smithers
1819 Vallejo Street
St Helena, CA
Former Chair of ATSC

Cindy Tzafopoulos

From: Jack Oliver <jack@rboco.com>
Sent: Tuesday, September 27, 2022 3:12 PM
To: Geoff Ellsworth; Paul Dohring; Anna Chouteau; Lester Hardy; Eric Hall
Cc: Cindy Tzafopoulos; Public Comment
Subject: [External] Agenda Item 8.1

Dear City Council,

With the City considering a ban on gas powered leaf blowers, I would like to inquire if the City has considered the impact this will have on the independent landscaping companies. These companies, who operate without a lobbying division, have already seen their cost to operate go up 10% this year, and with this new ban will be forced to purchase an expensive piece of equipment that works for fewer hours and is less productive. How can they be expected to work on 6-7 yards a day if most batteries don't last more than 30 minutes? Is the City planning to ban the use of gas-powered generators to charge these batteries when electrical outlets are not easily accessible? Has the City studied the potential risk for lithium battery fires?

If the goal is to reduce carbon emissions in the city, is the City planning an immediate end of diesel tractors in vineyards, gasoline powered school buses, gas powered city vehicles and delivery trucks that move about daily? Is the City going to prohibit non-electric Amazon and UPS trucks to continue to operate as usual in city limits? If not, it does not seem equitable to target only one business type and not others.

Will this apply to just residential areas, or will commercial district and commercial areas be affected? There are all sorts of noises and bigger emissions taking place in the SCD...because it is zoned for it and away from residential homes.

Please don't force this restriction on just one business type. Make the residents use electric for starters for personal use, ban blowing of any type on weekends in residential areas, set weekday hours from 9am-5pm, get the City's systems to electric first, but don't start by asking others to do what you have not done yourselves. Encourage, promote, and incentivize the companies to convert but don't ban on Jan 1st. Let the new State laws and State voucher program run their course and save city funds for other more pressing issues.

Regards,

Jack Oliver
 St. Helena

Got the Leaf-Blower Blues? You're Not the Only One.



Photo by imageBROKER/AP

James Fallows can't stand the ferocious, piercing sound of gas-powered leaf blowers. "This particular kind of whining noise has just driven me crazy," the journalist and author says. When that penetrating racket is present, Fallows, who once served as President Jimmy Carter's chief speechwriter, can't work, think, or concentrate unless he uses earplugs or noise-canceling headphones. A longtime writer for *The Atlantic*, Fallows quickly uncovered gas leaf blowers' dirty secrets: Their primitive two-stroke engines emit dangerous pollutants, and the noise often causes substantial and irreversible hearing loss in those who operate them.

When Fallows began working with neighbors to seek a ban on gas leaf blowers in 2015, many people thought he was wasting his time on a problem

for the privileged. "The overwhelming reaction on forums like Nextdoor was, 'Oh, you weenies. Don't you have something better to do?'" Fallows says. The issue made him recall the 1965–70 Delano grape strike in California, when workers walked off the job because they were being exposed to high levels of pesticides for the sake of low-cost, perfect-looking grapes. "This stuck in my mind," he says, as something similar to "people wanting low-cost and perfectly manicured lawns."

Gas leaf blowers, generators, and lawnmowers emit more air pollutants statewide than California's 14 million cars.

Fallows's neighborhood in Washington, DC, was like many across the country—leaf blowers blared all day at about 100 decibels. The two-stroke engines combine gas and oil, spitting out as much as a third of this fuel mix as unburned aerosol. According to the California Air Resources Board (CARB), operating a commercial leaf blower for just one hour emits smog-forming pollution comparable to driving a new passenger car about 1,100 miles.

Fallows started organizing with just a few concerned neighbors. Eventually, about 20 residents from all parts of the city joined in and formed an advocacy group called Quiet Clean DC (QCDC). They met monthly for a few years and reached out to the local Advisory Neighborhood Commissions in all eight wards of Washington. QCDC cultivated relationships with city councilmembers, including Mary Cheh, who told the group's members that if they stuck with the effort to ban gas leaf blowers, so would she.

While the group sought out those who wanted a more tranquil soundscape, it also focused on social justice issues. "The real victims are the often non-English-speaking immigrants, low-wage workers who are being deafened by this," Fallows says. "I think we managed to shift the terrain of the argument."

In mid-2018, the council passed the Leaf Blower Regulation Amendment Act, making it illegal to operate a gas-powered leaf blower in the nation's capital

and giving gardening companies more than three years to prepare for the ban, which took effect last January. Electric blowers, which are much cleaner and less noisy, remain legal. Through DC Sustainable Energy Utility, residents purchasing an electric leaf blower can get a \$50 rebate, and commercial gardeners a \$75 rebate.

"It's been a dramatic change," Fallows says. Since January, he says, he's heard the roar of gas leaf blowers just a "handful" of times. "You can hear the silence. What had been an unnecessary and almost omnipresent intrusion in people's lives is not there anymore." Fallows thought that the lawn companies might protest. Before the ban, some had said that if it passed, they'd refuse to work in DC. What surprised him was the "weakness of the countermovement." He says, "Just yesterday, I was going through Georgetown and I saw a major lawn-care company's truck full of battery-powered machines."

Retired psychotherapist and poet Larry Robinson says that the damage inflicted by leaf blowers goes beyond physical, that "the soul experiences mechanical sounds as an assault." The sound from gas blowers "overwhelms all other sounds," he says, "including music, conversation, the wind through the trees, or the songs of birds."

More than 100 US cities and towns have banned or restricted leaf blowers, and communities close to DC have taken notice, Fallows says. "We're getting people from both northern Virginia and Maryland writing us, saying, 'How can we extend this to Bethesda, to Arlington, to Falls Church?'"

On the other side of the country, California will halt the sale of most gas-powered leaf blowers, lawnmowers, and other small off-road engines (aptly known as SOREs) in 2024 but not restrict their use. Though the California legislation passed by a wide margin, Christopher Dilbeck of CARB says that a statewide ban is not realistic. According to Dilbeck, it would be impractical to have a requirement to stop using this kind of equipment as there are millions of pieces already in use in California.

Last year, smog-forming emissions from SOREs surpassed emissions from passenger cars in California. It's astounding but true: Gas leaf blowers, generators, and lawnmowers emit more air pollutants statewide than California's 14 million cars.

California State Assembly member Marc Berman, who introduced the legislation, says it's part of the state's plan to "drive an equitable transition away from fossil fuels that will benefit workers, communities, and the air we all breathe." Berman cites CARB's forecast that by 2035, more than 93 percent of leaf blowers, lawn mowers, and generators operating in California will be zero emission. The bill includes \$30 million to ease that transition, which will be used to lower the cost of new equipment with point-of-sale discounts.

The transition is accelerating as manufacturers shift production toward electric machines. Makita, a Japanese power tool manufacturer, announced last March that it ceased production "of all gas-powered equipment worldwide . . . in response to the heightened awareness of global environmental issues."

Fallows strongly believes that someday firing up a gas leaf blower will be as unacceptable as lighting a cigarette in a nursery school. "I think the change will be slow, then it will be fast," he says, noting that during his lifetime, secondhand smoke has gone from wide acceptance to being outlawed in most public places. "Five or 10 years from now, people will think, Of course you'd have battery-powered equipment, if you have any equipment at all, because it's lower maintenance and much less destructive."

This article appeared in the Fall 2022 quarterly edition with the headline "The Sound of Silence."

Michael Shapiro writes about travel, culture and environmental issues for national magazines and metro newspapers. He's the author of *The Creative Spark*, a collection of interviews with musicians, explorers and

authors: www.michaelshapiro.net.

Cindy Tzaopoulos

From: Leslie Stanton <lesliestan@gmail.com>
Sent: Tuesday, September 27, 2022 9:06 PM
To: Cindy Tzaopoulos; Preya Nixon
Subject: [External] post-public comment on leaf blower ban

City Council - Thank you for passing the 'leaf blower ban. However after Public Comment was closed you deleted a part that was most important to me and that is why I interrupted and tried to speak. Alas.

My concern with taking the part out about blowing towards your neighbors is that now I will have no backing to ask my neighbor's landscapers not to do just that.

I live on a corner (though I suppose it happens on the straight-aways too), and the men that work for the landscape companies blow the street in front of their clients' houses clean to the middle. Inevitably they blow the dirt, leaf particles and dust TOWARD my house, since I am across the street. I also blow the street clean (with my battery-powered blower) but TOWARD MY OWN HOUSE.

I'm all for decriminalizing that action but I would still like to point to something printed that tells them not to do that. I have tried to talk to the men, and their companies, BUT there is usually a language barrier. Perhaps, as suggested after the meeting, this neighborly concern could be addressed in the guidelines literature.

Sincerely, Leslie Stanton



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: PUBLIC HEARINGS

Subject: Consideration and Proposed Introduction of an Ordinance adopting St. Helena Police Department Policy 707 "Military Equipment" as required by AB 481 for the Funding, Acquisition, and Use of Military Equipment

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

On September 30, 2021 Governor Newsom signed into law Assembly Bill 481, relating to the approval, funding, acquisition, and use of "military equipment" by law enforcement agencies. California Government Code section 7071 requires a law enforcement agency's military equipment policy, which includes the type of "military equipment" the department currently possesses or may acquire and use, be approved by the governing body (City Council).

This item was continued from the May 24, 2022 Regular City Council meeting for clarification on how the policy would be adopted and implemented. This item now provides for the policy to be adopted by ordinance as required by AB 481. The policy also makes clear that the City does not currently use, possess or allocate funds for any Military Equipment as defined in the policy, and that prior to acquiring or using any military use equipment, the City would have to amend the policy by ordinance to allow for such military equipment, and comply with all noticing and procedural requirements set forth in AB 481.

DISCUSSION

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 and Government Code 7072). The proposed Policy being presented is attachment 2 to this staff report. It is important to understand that what is defined as "military equipment" by the California State Legislation is not related to whether or not the equipment was acquired through military sources. The St. Helena Police Department does not possess nor use any equipment specifically designed for military use as defined in Government Code 7070 (c), nor has the department acquired any equipment through a military surplus program, commonly known as 1033 Program (10 USC 2576(a)).

AB 481 requires a military equipment use policy to be adopted by ordinance before the City can use any military equipment (as more specifically defined in the policy) in its law enforcement activities. The Police Department does not currently own or use any military equipment, and has no plans to do so, but desires to have a policy in place that is consistent with state law in order to be clear on the process that must be followed with regard to the acquisition or use of any military equipment.

Section 707.4 of the policy makes clear that the St. Helena Police Department does not use, possess or allocate any funds for military equipment at this time. If the Department sought to acquire, use or possess military equipment in the future, the policy would have to be amended to add the desired military equipment to Section 707.4. Pursuant to Section 707.5, the City Council would have to hold a public hearing before adding any military equipment to its allowed inventory, and the policy amendments that would allow that addition must be posted on the City's website for at least 30 days prior to the required public hearing.

FISCAL IMPACT

None

RECOMMENDED ACTION

Recommend that the City Council Introduce by title only and Waive First Reading of the Ordinance Adopting Police Department Policy No. 709 (Military Equipment Policy) In Accordance With AB 481.

ATTACHMENTS

[Attachment 1 - Policy 707 Public Hearing Notice](#)

[Attachment 2 - Assembly Bill No. 481](#)

[Attachment 3 - Ordinance Adopting AB 481 Policy](#)

[Attachment 4 - St. Helena Military Equipment Policy](#)

[Attachment 5 - Presentation](#)

**CITY OF ST. HELENA
CITY COUNCIL PUBLIC HEARING NOTICE**

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the approval, funding, acquisition, and use of "military equipment" by law enforcement agencies. California Government Code section 7071 requires a law enforcement agency's military equipment policy, which includes the type of "military equipment" the department currently possesses or may acquire and use, be approved by the governing body (City Council). This section also requires the Saint Helena Police Department to post on the department website the proposed military equipment policy at least 30 days prior to the policy being presented to the City Council for approval.

Staff will present the Saint Helena Police Department Military Equipment Policy (Lexipol Policy 709) to the City Council for consideration on May 24, 2022, at a regular scheduled meeting beginning at 6:00 p.m., or soon thereafter. The policy being presented can be found on the preceding pages of this communication. It is important to understand that what is defined as "military equipment" by the California State Legislature is not related to whether or not the equipment was acquired through military sources. The Saint Helena Police Department does not possess or use any equipment specifically designed for military use as defined in Government Code section 7070 (c), nor has the department acquired any equipment through a military surplus program, commonly known as the "1033 Program" (10 USC 2576a).

Copies of agendas and staff reports are available on the Friday afternoon immediately preceding the hearing the City's website at cityofsthelena.org. Public comment for City Council meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be emailed by 3:00 PM prior to the meeting. Emailed public comments will not be read out loud but will be publicly available and attached to the on-line City Council agenda. **Please see the end of the City Council agenda for detailed PUBLIC PARTICIPATION instructions.**

Community members having questions regarding this policy to contact Chief Chris Hartley Chartley@cityofsthelena.org or by calling 707-967-2850. Chief Hartley welcomes your comments and inquiries about the policy on Military Equipment and conformance with the new legislation on the approval, acquiring, possession, use, and reporting of military equipment defined in Government Code section 7070.

Chris Hartley, Chief of Police

April 12, 2022



Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

Ch. 406

— 2 —

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurrment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

Ch. 406

— 6 —

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

— 9 —

Ch. 406

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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CITY OF ST. HELENA

ORDINANCE NO. 2022-

**ADOPTING POLICE DEPARTMENT POLICY NO. 709
(MILITARY EQUIPMENT POLICY) IN ACCORDANCE WITH AB 481**

WHEREAS, on September 30, 2021, Governor Newsom signed into law Assembly Bill (“AB”) 481 to address the funding, acquisition, and use of military equipment, as that term is defined by Government Code section 7070(c); and

WHEREAS, AB 481 requires adoption of a military equipment policy (“Policy”) by the City Council before the St. Helena Police Department (“Department”) may take action to request military equipment; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency’s territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481’s scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute; and

WHEREAS, in accordance with AB 481, the proposed Policy was made available on the website on the Department website at least thirty (30) days prior to the public hearing by the City Council to adopt the Policy; and

WHEREAS, in accordance with AB 481, the Policy is on the agenda as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act; and

WHEREAS, this Ordinance shall be reviewed by the City Council at least annually, and based on an annual military equipment report that will be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval.

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

SECTION 1: Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2: Findings. Pursuant to Government Code section 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

- A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
- C. If the Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3: Adoption of Military Equipment Policy. The City Council hereby adopts the Policy No. 709, Military Equipment Policy, attached hereto as Exhibit "A".

SECTION 4: CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 6: Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the

names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 27th day of September, 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 Hall:	_____
Councilmember Hardy:	_____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzaopoulos, City Clerk

Exhibit "A"

[Insert AB 481 Policy]

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the ____ day of ____, 2022. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of ____, 2022, by the following vote:

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

Policy
707

St. Helena Police Department
St Helena PD Policy Manual

Military Equipment

707.1 PURPOSE AND SCOPE

State

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).

707.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council of the City of St. Helena (“City Council”).

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

St. Helena Police Department

St Helena PD Policy Manual

Military Equipment

707.2 POLICY

State

It is the policy of the St. Helena Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

Best Practice **MODIFIED**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of St. Helena Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

State **MODIFIED**

The following constitutes a list of qualifying equipment for the Department:

Currently the Saint Helena Police Department does not use, possess, or allocate funds any Military Equipment as defined by this Policy (Government Code § 7070).

707.5 APPROVAL

State **MODIFIED**

The Chief of Police or the authorized designee shall obtain approval from the City Council prior to acquiring any listed military equipment by way of an ordinance amending Section 707.4 of this military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure

St. Helena Police Department

St Helena PD Policy Manual

Military Equipment

the proposed amendments to the military equipment policy are submitted to the City Council and are available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 COORDINATION WITH OTHER JURISDICTIONS

State MODIFIED

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Outside agencies responding to this jurisdiction as mutual aid per the request of the St. Helena Police Department shall adhere to their approved policy as approved by the responding agencies governing body in accordance with Government Code § 7071.

707.7 ANNUAL REPORT

State MODIFIED

Upon approval of this military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

St. Helena Police Department
St Helena PD Policy Manual

Military Equipment

707.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

AB 481 Military Equipment

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).



Definitions (Government Code § 7070)

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units. Weaponized aircraft, vessels, or vehicles of any kind.

Military Equipment continued

- Battering rams, slugs, and breaching apparatuses that are explosive in nature. **This does not include a handheld, one-person ram.**
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, except for standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld
- pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic
- devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Government Codes § 7070 and § 7071

Government Code § 7070: The following constitutes a list of qualifying equipment for the Department (**Currently the Saint Helena Police Department does not use, possess, or allocate funds for the listed Military Equipment per (Government Code § 7070).**).

Government Code § 7071: The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

Government Code § 7072

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use.

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Outside agencies responding to this jurisdiction as mutual aid per the request of the Saint Helena Police Department shall adhere to their approved policy as approved by, the responding agencies governing body in accordance with (Government Code § 7071).



Report to the City Council
Regular City Council - 27 Sep 2022

Agenda Section: OLD BUSINESS

Subject: Consideration and Proposed approval of a Resolution: (1) approving of a two-year lease agreement for four Automatic License Plate Readers (ALPR's) from Flock Safety for a total of \$26,800 and (2) authorizing a budget increase of \$26,800 to COPS grant fund account number 244-4900-2215 for the lease payments.

**CEQA Exempt
Determination:**

Prepared By: Justin Tharp, Lieutenant

Reviewed By: Chris Hartley, Chief of Police

Approved By: Anil Comelo, City Manager

BACKGROUND

The St. Helena Police Department (SHPD) is responsible for the safety and security of the community and visitors to the City. The SHPD's ability to facilitate a high quality of life for the community and visitors is enhanced through the deployment of SHPD staff and the use of emerging technologies. Typical SHPD staffing is consists of two Officers per a shift providing for 24 hours a day, 7 days per week, 365 days per year coverage. These Officer's patrol the City at random, and may not be in the vicinity during the commission of a crime. Because officers in any community are not omnipresent, many police agencies utilize Automatic License Plate Readers (ALPRs) to assist Officers with the investigation and prosecution of crimes that occur in the City of St. Helena. While, crimes are thoroughly investigated in order to seek prosecution by the District Attorney's Office, having access to ALPR data can increase the ability to investigate, identify, and subsequently prosecute criminals.

DISCUSSION

Automatic License Plate Readers (ALPRs) greatly improve community safety, efficiency, and prosecution. There are numerous past investigations that could have benefited from

the implementation of ALPRs including major incidents this year, such as the Hit and Run on Main Street at Spring Street and the Robbery on the 1200 block of Adams Street.

SHPD has researched and identified the Flock Safety (Flock) ALPR system as the best ALPR solution for St. Helena based on the following:

- Flock's program is an all-inclusive model for deploying leased ALPR cameras with an annual flat lease fee of \$2,500 per a camera which includes maintenance of the camera, including repair and/or replacement if necessary. Camera's are solar or direct power and report collected data via a cellular connection.
- Flock allows for cancellation of services and lease agreement, at any time.
- Flock is Criminal Justice Information Services (CJIS) complaint, provides cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera set-up, mounting, and shipping and handling.
- Flock's data retention and data privacy access policies provide strict individual user access, a limited 30-day data search capability, and is able to provide full audit logs compliant with Federal and State Legislation.
- Locally, Flock cameras are currently in use by the Napa County by the Sheriff's Department and was recently approved for installation by the Calistoga City Council. Flock is also extensively used by Solano County and Lake County Law Enforcement Agencies.
- As a member of the Flock ALPR system, SHPD will have access to the data and search capabilities to all cameras in the Flock system.
- Data collected by SHPD's four cameras is owned by the City and any requests for release needs to be approved by SHPD, through the City's established Public Request policies.
- Flock provides a transparency portal app which allows the sharing of SHPD's ALPR policy, search audits, and level of activity on the City's ALPRs.

How Flock Works

Flock provides crime-fighting technology (camera and software) under a service subscription model. Flock has a flat annual fee that includes: ALPR camera hardware, hardware maintenance, ALPR software, software updates and unlimited users, 30 days of unlimited data storage, LTE connectivity, solar panels, poles, mounting equipment, and monitoring. Flock provides all supplies and equipment under a standard operating procedures and complies with all government regulations and workplace safety guidelines. If the SHPD chooses not to renew their agreement, Flock will remove all cameras.

Flock is a public safety operating system that helps communities and law enforcement in over one thousand cities nationwide work together to eliminate/reduce crime, protect privacy and mitigate bias.

Flock is the only fully integrated ALPR one-stop solution from the production, delivery and installation of the cameras. The camera utilizes motion capture to start and stop

recording with machine learning and artificial intelligence, which allows Flock to capture vehicle characteristics without the need for a reflective license plate. The cameras can capture and process 30,000 vehicles per a day and capture two (2) lanes of traffic simultaneously with a single camera from a vertical mast, powered by a solar power. Flock analyzes vehicle license plate, vehicle color, and vehicle make, objects (such as a rack, unique hub cap, camper shell, etc.) based on image analytics (not car registration data), which also protects against stolen/removed license plates.

The software transmits alerts for hot plates (stolen vehicles/plates, vehicles) with the capability of the plate state match, and can set up alerts based on vehicle description without the need for a license plate. The software makes actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, partial/full license plate, and object detection. This technology will allow the SHPD to more accurately detect and stop the actual vehicle used in a crime, instead of similar looking vehicles. This will not only save law enforcement time in the investigation of criminal activity, but also help prevent the unnecessary stops and detentions of motorist who are driving vehicles which may look similar in appearance to wanted vehicles, but are truly uninvolved in the criminal activity associate with the actual suspect vehicle.

Flock focuses on objective evidence (vehicle license plates) by capturing car features (make, model, color, license plate, state of license plate, timestamp.) People's privacy is protected by not using facial recognition technology and not recording any personally identifiable information such as names, addresses, or phone numbers. SHPD will own their own data and Flock does not sell the data to third parties. The camera footage is stored, secured, and encrypted in AWS Government Cloud and automatically deleted every thirty (30) day on a rolling basis. The camera only takes still photos, and there is no live video stream. The system is not monitored and is not used for surveillance purposes.

Flock is scalable and ALPR cameras can be deleted, added, and moved as deemed necessary by SHPD management.

Privacy

Concerns regarding privacy have been raised, specifically how the data will be used. To address privacy within their system Flock has the following: (1) an audit component to their system, allowing SHPD management to track users (Officers/Dispatchers) and their stated justification for use. (2) the cameras do not utilize facial recognition technology, (3) California law pursuant to the California Values Act mandates that data collected on the cameras are not shared with the Immigration and Customs Enforcement; and (4) data not collected as evidence or part of an investigation, is purged by Flock after 30 days. Additionally, the SHPD will implement a Automated License Plate Reader (ALPR) policy prior to deployment of the ALPR's. Attached is the draft SHPD Automated License Plate Reader (ALPR) Policy. Flock provides a "Transparency Portal" website where the public can view SHPD's Policy, Vehicles Detected, Hot Listed Vehicles (Wanted, Stolen, Etc.), and a spreadsheet showing why and when the system was accessed. No private

information is listed on the "Transparency Portal" website. Please see attached example of Piedmonts Police Department's "Transparency Portal" website.

Locations

SHPD is recommending four cameras are placed in the following location:

- Southbound State Route 29 at the northern City limits.
- Northbound State Route 29 at the southern City limits.
- Eastbound Pope Street at Silverado Trail
- Eastbound Pratt Avenue at Silverado Trail

It is recommended two of the Flock ALPR Cameras are placed within the state-highway right-of-way within the City limits. The California Department of Transportation, commonly known as Caltrans, allows for the installation of law enforcement ALPR cameras either as an independent or standalone structure; or affixed to their poles, structures or other Caltrans owned facilities adjacent to state highways. Caltrans recognize the importance ALPR cameras to either deter, or aid in the investigation of illegal activities and lead to safer and more efficient state highway system for the traveling public.

In accordance with SHMC Section 3.04.140 Section B - SHPD is recommending Flock as the Sole Source vendor for the ALPR cameras. Flock is the sole manufacture and distributor of the Flock Safety Automatic License Plate Recognition (ALPR) cameras. Flock is the sole provider of the comprehensive monitoring, processing, and machine vision services that integrate with the Flock cameras. Attached is the Flock Safety Sole Source Letter.

FISCAL IMPACT

The total two year cost of the Flock Safety Automatic License Plate Reader (ALPR) is \$26,800. The first year total is \$14,300 which includes the installation of all hardware, training of SHPD staff, equipment lease and data storage. The second year and recurring total is \$12,500, which includes the equipment lease, data storage and software maintenance and updates. A budget increase of \$26,800 to COPS grant fund account number 244-4900-2215 is recommended for the Fiscal Year 2022-2023 Budget. The 6/30/2023 estimated fund balance for COPS is \$266,963.

RECOMMENDED ACTION

Staff recommends approval of the attached resolution.

ATTACHMENTS

[CA - Saint Helena PD - Law Enforcement Agreement](#)

[Flock Safety - Sole Source Letter 2022 \(1\)](#)

[ALPR Policy - St. Helena DRAFT](#)

[Resolution Flock Safety](#)

[Piedmont CA PD Transparency Portal](#)

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: CA - Saint Helena PD Legal Entity Name:	Contact Name: Justin Tharp
Address: 1480 Main St Saint Helena, California 94574	Phone: (707) 967-2850 E-Mail: jtharp@cityofsthelena.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Flock Safety Advanced Search <25 Falcons	\$2,500.00	1.00	\$2,500.00
Professional Services - Falcon/Sparrow, Advanced Implementation	\$750.00	1.00	\$750.00
Professional Services - Falcon, Standard Implementation	\$350.00	3.00	\$1,050.00
Falcon Camera	\$2,500.00	4.00	\$10,000.00

(Includes one-time fees)

Year 1 Total \$14,300.00

Recurring Total: \$12,500.00

Special terms:

- N/A

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: CA - Saint Helena PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.3. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.4. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.5 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.6 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.7 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.8 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.9 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.10 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.11 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.12 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.13 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.14 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.16 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.17 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.18 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.

1.19 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.20 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.21 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.22 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.23 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.24 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.25 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.26 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.27 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.28 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.29 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-

current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7)

business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's

cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to

protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Wing Suite Fees. For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 Falcon Fees. For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency

notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet

service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

9. MISCELLANEOUS

9.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this

Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:



Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
 - Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge
 2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate
-

flock safety

- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:

- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
- Built-in integration with NCMEC to receive AMBER Alerts to find missing children
- Privacy controls to enable certain vehicles to “opt-out” of being captured

4. Integrated Audio & Gunshot Detection:

- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Live Video Integration:

- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
- Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
- Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety's Wing™ Suite
- Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4

6. Partnerships:

- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
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7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

Policy

DRAFT

Automated License Plate Readers (ALPRs)

426.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

426.2 DEFINITIONS

- (a) **Automated License Plate Reader (ALPR):** A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- (b) **ALPR Operator:** Trained Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.
- (c) **ALPR Administrator:** The Investigations Bureau Captain or the Chief's designee, serves as the ALPR Administrator for the Department.
- (d) **Hot List:** A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, CA DMV, Local BOLO's, etc.
- (e) **Vehicles of Interest:** Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.
- (f) **Detection:** Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.
- (g) **Hit:** Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violation protective order or terrorist-related activity.

426.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates along with the vehicle make, model, color and unique identifiers through the St. Helena Police Department's ALPR's system and the vendor's vehicle identification technology. The technology is used by the St. Helena Police Department to convert data associated with vehicle license plates and vehicle descriptions for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administrative Lieutenant. The Administrative Lieutenant will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

426.3.1 ALPR ADMINISTRATOR

The Administrative Lieutenant shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) Only properly trained sworn officers, crime analysts, and police assistants are allowed access to the ALPR system or to collect ALPR information.
- (b) Ensuring that training requirements are completed for authorized users.
- (c) ALPR system monitoring to ensure the security of the information and compliance with applicable privacy laws.
- (d) Ensuring that procedures are followed for system operators and to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation is maintained. Continually working with the Custodian of Records on the retention and destruction of ALPR data.
- (f) Ensuring this policy and related procedures are conspicuously posted on the department's website.

426.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation; reasonable suspicion or probable cause is not required before using an ALPR.
- (c) Partial license plates and unique vehicle descriptions reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert. Once an alert is received, the operator should confirm

that the observed license plate from the system matches the license plate of the observed vehicle. Before any law enforcement action is taken because of an ALPR alert, the alert will be verified through a CLETS inquiry via MDC or through Dispatch. Members will not take any police action that restricts the freedom of any individual based solely on an ALPR alert unless it has been validated. Because the ALPR alert may relate to a vehicle and may not relate to the person operating the vehicle, officers are reminded that they need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. (For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.)

- (f) Hot Lists. Designation of hot lists to be utilized by the ALPR system shall be made by the ALPR Administrator or his/her designee. Hot lists shall be obtained or compiled from sources as may be consistent with the purposes of the ALPR system set forth in this Policy. Hot lists utilized by the Department's LPR system may be updated by agency sources more frequently than the Department may be uploading them and thus the Department's LPR system will not have access to real time data. Occasionally, there may be errors in the LPR system's read of a license plate. Therefore, an alert alone shall not be a basis for police action (other than following the vehicle of interest). Prior to initiation of a stop of a vehicle or other intervention based on an alert, Department members shall undertake the following:

- (1) **Verification of status on a Hot List.** An officer must receive confirmation, from a Vallejo Police Department Communications Dispatcher or other department computer device, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).

- (2) **Visual verification of license plate number.** Officers shall visually verify that the license plate of interest matches identically with the image of the license plate number captured (read) by the LPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as a Hot Plate (hit) in a specific BOLO (be on the lookout) list are required to make a reasonable effort to confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a Department member would have a lawful basis to stop the vehicle.

- (3) Department members will clear all stops from hot list alerts by indicating the positive ALPR Hit, i.e., with an arrest or other enforcement action. If it is not obvious in the text of the call as to the correlation of the ALPR Hit and the arrest, then the Department member shall update with the Communications Dispatcher and original person and/or a crime analyst inputting the vehicle in the hot list (hit).

- (4) General Hot Lists (SVS, SFR, and SLR) will be automatically downloaded into the ALPR system a minimum of once a day with the most current data overwriting the old data.

- (5) All entries and updates of specific Hot Lists within the ALPR system will be documented by the requesting Department member within the appropriate general offense report. As such, specific Hot Lists shall be approved by the ALPR

Administrator (or his/her designee) before initial entry within the ALPR system. The updating of such a list within the ALPR system shall thereafter be accomplished pursuant to the approval of the Department member's immediate supervisor. The hits from these data sources should be viewed as informational; created solely to bring the officers attention to specific vehicles that have been associated with criminal activity.

All Hot Plates and suspect information entered into the ALPR system will contain the following information as a minimum:

- Entering Department member's name
- Related case number.
- Short synopsis describing the nature of the originating call

- (g) Training. No member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.
- (h) Login/Log-Out Procedure. To ensure proper operation and facilitate oversight of the ALPR system, all users will be required to have individual credentials for access and use of the systems and/or data, which has the ability to be fully audited.

Permitted/Impermissible Uses. The ALPR system, and all data collected, is the property of the Vallejo Police Department. Department personnel may only access and use the ALPR system for official and legitimate law enforcement purposes consistent with this Policy. The following uses of the ALPR system are specifically prohibited:

- (1) Invasion of Privacy: Except when done pursuant to a court order such as a search warrant, is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).
- (2) Harassment or Intimidation: It is a violation of this Policy to use the ALPR system to harass and/or intimidate any individual or group.
- (3) Use Based on a Protected Characteristic. It is a violation of this policy to use the LPR system or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
- (4) Personal Use: It is a violation of this Policy to use the ALPR system or associated scan files or hot lists for any personal purpose.
- (5) First Amendment Rights. It is a violation of this policy to use the LPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.

Anyone who engages in an impermissible use of the ALPR system or associated scan files or hot lists may be subject to:

- criminal prosecution,
- civil liability, and/or
- administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies.

426.4 DATA COLLECTION AND RETENTION

The Administrative Lieutenant is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for no longer than one year, and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

ALPR vendor, Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will purge their data at the end of the 30 days of storage. However, this will not preclude St. Helena Police Department from maintaining any relevant vehicle data obtained from the system after that period pursuant to the established City of St. Helena retention schedule mentioned above or outlined elsewhere.

Restrictions on use of ALPR Data: Information gathered or collected, and records retained by Flock Safety cameras will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

426.5 ACCOUNTABILITY and SAFEGUARDS

All data will be closely safeguarded and protected by both procedural and technological means. The St. Helena Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law.
- (b) All ALPR data downloaded to the mobile workstation shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes.
- (e) Every ALPR Detection Browsing Inquiry must be documented by either the associated St. Helena Police case number or incident number, and/or a reason for the inquiry.

For security or data breaches, see the Records Release and Maintenance Policy.

426.6 POLICY

The policy of the St. Helena Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

The St. Helena Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

462.7 ALPR DATA DETECTION BROWSING AUDITS

It is the responsibility of the Administrative Lieutenant or the Chief's designee to ensure that an audit is conducted of ALPR detection browsing inquiries at least once during each calendar year. The Department will audit a sampling of the ALPR system utilization from the prior 12-month period to verify proper use in accordance with the above- authorized uses. The audit shall randomly select at least 10 detection browsing inquiries conducted by department employees during the preceding six-month period and determine if each inquiry meets the requirements established in policy section 462.5(e).

The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be filed and retained by PSD.

426.8 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law.

- (a) The agency makes a written request for the ALPR data that includes:
 - (1) The name of the agency.
 - (2) The name of the person requesting.
 - (3) The intended purpose of obtaining the information.

- (b) The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled.
- (c) The Chief of Police or the authorized designee will consider the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq), before approving the release of ALPR data. The St. Helena Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement, these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).
- (d) The approved request is retained on file. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

426.9 TRAINING

The Administrative Lieutenant should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

CITY OF ST. HELENA

RESOLUTION No. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING
ST. HELENA POLICE DEPARTMENT TO ENTER INTO A TWO (2) YEAR LEASE
AGREEMENT FOR FOUR (4) FLOCK SAFETY CAMERAS IN THE AMOUNT NOT
EXCEED \$26,800**

WHEREAS, the Police Department requests to lease four (4) Automated License Plate Readers (ALPR) cameras to assist in the response, apprehension and investigation of criminals; and

WHEREAS, ALPR cameras have been found to be effective in deterring criminal activity and a significant tool in conducting criminal investigations; and

WHEREAS, the Police Department has identified Flock Safety to be a qualified and competent sole source vendor who provides ALPR cameras that meet the needs of the Police Department and;

WHEREAS, Flock Safety provides an all-inclusive model program for deploying leased ALPR cameras for a flat annual rate of \$2500 per a camera and will install, monitor, provide software, and maintain the wireless ALPR cameras; and

WHEREAS, Flock Safety is Criminal Justice Information Services Compliant, has full audit capabilities, and policies and protocols in place to protect privacy; and

WHEREAS, Flock Safety ALPR cameras are not “live” cameras, have no facial recognition capabilities and provides Transparency Portal App for the community to ensure the efficacy of the use of the cameras; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. HELENA DOES ORDAIN AS FOLLOWS: that the City Council of the City of St. Helena hereby authorize the City Manager to expend COPS Grant funds to enter into a 2 year lease agreement with Flock Safety for four (4) cameras for the Police Department in the amount not to exceed \$26,800 by increasing the budget from COPS grant funds, account #224-4900-2215.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of St. Helena, California, held on the 27th day of September 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

Piedmont CA PD

Transparency Portal

Last Updated: Fri Aug 12 2022

Overview

The Piedmont Police Department uses Flock Safety's Operating System to capture objective evidence without compromising on individual privacy. Piedmont PD utilizes retroactive search to solve crimes after they've occurred. Additionally, PPD utilizes real-time alerting of hotlist vehicles to capture wanted criminals. In an effort to be open with the public to demonstrate our proper usage and communicate what guardrails are in place, we have made the below policies and usage statistics available to the public.

Policies



What's Detected

Vehicles, License Plates



What's Not Detected

Facial recognition, People, Gender, Race



Acceptable Use Policy

Data is used for law enforcement purposes only. Data is owned by Piedmont PD and is never sold to 3rd parties.



Prohibited Uses

Immigration enforcement, traffic enforcement, harrassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.



Access Policy

All system access requires a valid case number and is stored indefinitely. This data is regularly audited every 90 days.



Hotlist Policy

Hotlist hits are required to be human verified prior to action.

Usage



Data retention

60 days



Number of owned cameras

39



External agencies who have access

ACRATT -CA, Alameda CA PD, Antioch PD - CA, Atherton CA PD, Benicia CA PD, Citrus Heights PD- CA, City of Millbrae CA (SMCSO), Colma CA PD, Concord CA PD, Daly City CA PD, Danville CA PD, Dixon CA PD, El Cerrito CA PD, Elk Grove CA PD, Fairfield CA PD, Fremont CA PD, Hayward CA PD, Hercules CA PD, Hillsborough CA PD, Livermore CA PD, Lodi CA PD, Los Gatos Monte Sereno PD - CA, Marin County Sheriff CA PD, Milpitas CA PD, Morgan Hill CA PD, Napa County CA SO, NCRIC, Newark CA PD , Novato CA PD, Oakland CA PD, Oakley CA PD, Orinda CA PD, Pinole CA PD, Pleasanton CA PD, Redwood City CA PD, Richmond CA PD, Rio Vista CA PD, Rocklin CA PD, San Bruno CA PD, San Mateo CA PD, San Mateo County CA SO, San Pablo CA PD , San Ramon CA PD, Santa Clara PD - CA, Santa Maria CA PD, Sausalito CA PD, Solano County CA SO, Tracy CA PD, Vacaville CA PD, Walnut Creek CA PD



Hotlists Alerted On

NCIC, California SVS, NCMEC Amber Alert



Vehicles detected in the last 30 days

178,572



Hotlist hits in the last 30 days

1,225



Searches in the last 30 days

113



Search Audit

[Download CSV](#)

Additional Info

Full ALPR Policy

Piedmont PD's full ALPR policy can be found at the following link:

[https://www.ci.piedmont.ca.us/UserFiles/Servers/Server_13659739/File/Government/Departments/Police%20Department/Automated License Plate Readers ALPRs %20\(5\).pdf](https://www.ci.piedmont.ca.us/UserFiles/Servers/Server_13659739/File/Government/Departments/Police%20Department/Automated%20License%20Plate%20Readers%20ALPRs%20(5).pdf)

Disclaimer

The Piedmont Police Department is in the process of transitioning all of its cameras to Flock Safety and so the ALPR data reflected in the Transparency Portal is not reflective of all the data the Department is collecting.

Provided by [Flock Safety](#)

Cindy Tzaopoulos

From: Bobbi Monnette <matildabologne@yahoo.com>
Sent: Friday, September 23, 2022 3:54 PM
To: Cindy Tzaopoulos
Subject: [External] letter to the City Council

Cindy,

Could you please distribute this to all members of the City Council before the meeting on Tuesday, 9/27/22?

Thanks.

Re: Item 9.1 on the Agenda for the 9/27/22 City Council Meeting.

Please do NOT approve the Resolution approving a two-year lease agreement for four Automatic License Plate Readers. Public safety involves more than catching criminals. It just as importantly involves the protection of individual privacy and freedom from ubiquitous government surveillance.

The data on the cameras you are considering installing, will be part of a national data base. That means that law enforcement personnel in Texas, or anywhere else in the country, can find out if women coming to California for legal family planning information and access to abortion, can be tracked down and charged and prosecuted for crimes, based on information from this data base. It means that if that data base is hacked, erroneous information about a person's whereabouts can be accessed nationally. It means that every person/citizen who drives by these cameras, will lose their privacy in an effort to apprehend a handful of criminals.

I propose that this is a violation of our right to privacy akin to that being practiced in China.

Is catching every criminal for every crime worth this loss of privacy?

I think not.

Please do not expose everyone's loss of privacy to a national and international? data base in order to prosecute a few law breakers.

Given the loss of privacy we already suffer from corporate surveillance, Isn't it time we got serious about protecting our freedom from being watched, monitored, examined, and exposed with every on-line purchase we make and now, potentially, on every street corner?

Thank you,

Barbara Monnette
644 McCorkle Avenue
Saint Helena, Ca 94574

Cindy Tzaopoulos

From: Seth T. <ths4134@protonmail.com>
Sent: Tuesday, September 27, 2022 3:06 PM
To: Public Comment
Subject: [External] Public Comment for 9/27 Council Meeting Agenda Item 9.1

I would like to urge the Council to reject the resolution approving a lease of automatic license plate readers (ALPRs) from Flock Safety. The press release recently put out by the city is a great example of many of my concerns because it shows that there are no explicit legal boundaries on the use of ALPRs. For example:

- "It is not intended to photo or identify a vehicle's occupants" - Intent has no bearing on this matter. The simple fact that the cameras can do this should be warning enough, but the fact that they are owned by Flock Safety makes this even worse. According to the company's website, their cameras can already detect bumper stickers and identifying features of a vehicle such as damage or roof racks. The fact that these camera's aren't controlled by the city opens the door for future changes. Current stated intent doesn't protect against future privacy violations.
- "Each search requires a justification..." - Who will decide what is a good enough justification? Will the justifications be publicly available? Will the Council be informed of searches or have the ability to decide whether or not the police department may conduct a search of the database? As it stands, there is no outside accountability or reporting requirements which opens the door for this system to be abused by law enforcement.
- "...and the data is never sold or shared with third parties" - Another glaring problem with Flock's system is that everyone who leases a camera is no longer a third party. This means that all of the photos taken by the cameras in St. Helena will be available to any jurisdiction who contracts with Flock. This could potentially include ICE and prosecutors from states where accessing abortion or gender-affirming care is illegal. Flock also markets to HOAs and neighborhood associations so access to the photos collected by their cameras is not limited to law enforcement.
- "The cameras...are not intended for minor traffic or parking violations" - Once again, a stated intent in a press release provides no safeguards to prevent this from happening. There must be clear accountability to the Council and the public about each and every usage of the ALPR data if the Council insists on approving the lease.

The fact that there are this many concerns in a press release with less than 300 words is a major red flag. There is no legal framework accompanying this lease to ensure accountability and public availability of information regarding the usage of the ALPR system. By approving this lease all of the information captured by the cameras will leave the department's jurisdiction almost immediately, removing any kind of local control of the highly sensitive information captured by these cameras. Please respect your residents' and visitors' privacy and reject the proposed lease of ALPR cameras from Flock Safety.

Seth Tenscher
 Yountville