# City of St. Helena
# Regular City Council Meeting
# Tuesday, December 12, 2023 @ 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 Mayor may reduce the four minute time limit for all speakers in circumstances where a large number of citizens intend to make public comment.**

***Public comment*** **for meetings will be accepted via email to publiccomment@cityofsthelena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.**

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

Page

1. CALL TO ORDER

2. ROLL CALL
   Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Lester Hardy, Billy Summers

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

5. ADOPTION OF MINUTES

   5.1. Consideration and proposed approval of Regular Meeting Minutes of November 28, 2023 and Special Meeting Minutes of November 28, 2023 — 9 - 19

   Estimated start time: 6:05 p.m.
   11-28-2023 Special City Council - Applicant Interview - Minutes
   11-28-2023 Regular City Council - Minutes

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.

   Estimated start time: 6:10 p.m.

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

Estimated start time: 6:15 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1. Excellence in Service Delivery Initiative - Staff Update 21 - 54

Estimated start time: 6:20 p.m.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Receive and File
Staff Report - Pdf

9. STAFF BRIEFING
Staff to provide informational update on Flood Project Condition Assessment and remind public of operational dynamic between the Project, Notification/Evacuation and Flood Stage Gauges monitored by Napa County, National Oceanic and Atmospheric Agency and the City of St Helena.

Estimated start time: 6:35 p.m.

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

Estimated start time: 6:55 p.m.

10.1. Adoption of a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2022-23 and a resolution certifying of 6.67% Equivalent Fund expenditures for Fiscal Year 2022-23 under Measure T Program. 55 - 63

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Adopt the attached resolutions.
Staff Report - Pdf

10.2. Consideration of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, January 23, 2024, to consider objections to the proposed annexation of the properties known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), into the St. Helena Municipal Sewer District 65 - 71

No.1, MSD Annexation No. 147; and 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 148.

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Staff request City Council to adopt a resolution to consider the applicants' requests and order a public hearing to be scheduled for January 23, 2024.
Staff Report - Pdf

10.3. Consideration and Adoption of a Resolution approving the Pavement Management Plan 5-Year List of Projects and approving the Measure T 5-Year List of Projects. 73 - 87

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Adopt the Resolution.
Staff Report - Pdf

10.4. Consideration and approval of a Resolution authorizing: (1) the outfitting of four new Police Department vehicles by Lehr; (2) the City Manager to execute all necessary agreements for the outfitting of the vehicles; and (3) a budget adjustment in the amount of $10,896 to Account #212-4900-2630. 89 - 121

CEQA Determination: Exempt
Prepared By: Justin Tharp, Lieutenant
Recommendation:
Approve the attached Resolution.
Staff Report - Pdf

10.5. Consideration and proposed approval of a resolution: (1) Duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the Part-time Casual Worker classifications, (2) Approving the addition of Part-time Associate classifications, and (3) Approving a budget increase in the amount of $11,126 to Part-time Salary and Benefits utilizing General Fund Reserves. 123 - 128

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

10.6. Approval of a Resolution with BKF authorizing execution of Amendment #2 to St. Helena Contract 2020-086 for additional services needed to complete the design for Capital Improvement Project R19-05 Grayson Avenue and South Crane Avenue Rehabilitation, authorizing an 129 - 161

additional expenditure of $27,350 for a total not-to-exceed amount of $217,489.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager, Mario Traverso, Project Manager
Recommendation:
Approve the resolution authorizing the Contract Amendment #2 to STH Contract 2020-086.
Staff Report - Pdf

10.7. Consideration and adoption of a Resolution accepting the tenant improvements for the City Hall campus at Napa Valley College Campus as complete, and direct staff to record a Notice of Completion with Napa County Recorder's Office for Capital Improvement Project C22-01 for the Contract for Murray Builders. 163 - 194

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Joseph Leach, Public Works Director and City Engineer, Lesley Milton, Asst. to the City Manager
Recommendation:
Staff recommends City Council adopt the attached Resolution and direct staff to file the notice of completion.
Staff Report - Pdf

11. PUBLIC HEARINGS

11.1. Consideration and proposed approval of a Resolution approving the annexation of the property known as 1516 Sulphur Springs Avenue, St Helena, CA (APN 009-362-018), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 146. 195 - 201

Estimated start time: 7:05 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD.
Staff Report - Pdf

12. OLD BUSINESS

None

13. NEW BUSINESS

13.1. Antonio and Rita Castellucci have submitted a Pre-Application Review for a proposed a mixed-use commercial project that includes 75 hotel rooms, 10 residential units, a restaurant and bar, retail space, a café, a spa, a fitness center, a conference center and underground parking at the former Bank of America 203 - 335

location at 1001 Adams Street in the Business, Professional and Office (BPO) zoning district.

Estimated start time: 7:15 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Aaron Hecock, Senior Planner
Recommendation:
Staff recommends that the City Council receive the applicant's presentation and provide the applicant feedback on the concept plan including but not limited to:

1. Request for a General Plan Amendment and Zoning Map Amendment to Central Business District to accommodate the mixed use project at the proposed location;
2. Potential issues or concerns about the concept;
3. Preference on if the bar/restaurant component should be active ground floor use that engages the street versus upper floor; and
4. Points of emphasis to address with the formal application and Development Agreement.

Staff Report - Pdf
Presentation
Public Comment.Lynn and Edward Poole
Public Comment.Carmen Policy
Public Comment. Carlotta Sainato Napa County Bicycle Coalition
Public Comment.William McKinnon - Water Audit California

13.2. ULI Technical Advisory Panel Report Discussion and feedback 337 - 493

Estimated start time: 7:45 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Receive report and provide recommendations on items from TAP report for City staff to prioritize for completion.

Staff Report - Pdf
Presentation

13.3. Consideration of a resolution Approving an Updated Water Agreement for Meadowood Napa Valley. 495 - 513

Estimated start time: 8:45 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Ethan Walsh, City Attorney
Recommendation:
That the City Council adopt a resolution approving the updated Water Agreement for Meadowood Napa Valley.

Staff Report - Pdf
Public Comment.Water Audit California

14. CITY COUNCIL REPORTS:

14.1. A. Association of Bay Area Governments (ABAG) - Executive Board

B. Association of Bay Area Governments (ABAG) - General Assembly

C. Napa Valley Tourism Corporation (Umbrella for Napa County)

D. League of California Cities – North Bay Division

E. Napa County City Selection Committee

F. Napa County Flood Control and Water Conservation District

G. Youth Opportunities Commission

H. Napa County Local Agency Formation Commission (LAFCO)

I. Napa Valley Transportation Authority (NVTA)

J. Napa County Watershed Information Center & Conservancy (WICC)

K. Upper Valley Waste Management Agency

L. Napa County Groundwater Sustainability Plan Advisory Committee

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for 12 Dec 2023, at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on 12 Dec 2023.

Cindy Tzafopoulos

Cindy Tzafopoulos, 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 1088 College 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**
**Special City Council Meeting**
**Tuesday, November 28, 2023 @ 5:00 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 Paul Dohring, Council Member Anna Chouteau, Council Member Lester Hardy, Vice Mayor Eric Hall, and Council Member Billy Summers

**Absent:** None

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. ADOPTION OF THE AGENDA**

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

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

**4. PUBLIC COMMENT:**

None

**5. NEW BUSINESS:**

5.1 Ad Hoc Water Wastewater Exploratory Committee Applicant Interviews

Applicants to be interviewed:

1. Arlene Corsetti
2. Chris Warner
3. Garry Rose
4. Gary Matack

5. Gene Armstead
6. Jim Smith

The six applicants were interviewed in alphabetical order.

**6. ADJOURNMENT**

Mayor Dohring adjourned the meeting at 5:46 pm.

**APPROVED:** **ATTEST:**

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

**MINUTES**
**City of St. Helena**
**Regular City Council Meeting**
**Tuesday, November 28, 2023 @ 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 Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers

**Absent:** None

**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. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

The St. Helena City Council will now convene the meeting as a joint meeting of the City Council and Financing Authority.

**5. JOINT CITY COUNCIL AND FINANCING AUTHORITY NEW BUSINESS:**

5.1 Authorizing a Resolution of the City Council of the City of St. Helena Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions; and

Authorizing a Resolution of the Board of the St. Helena Financing Authority Approving: (1) installment sale financing to provide long-term financing of

wastewater system improvements, and (2) financing documents and related official actions.

Estimated start time: 6:05 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
The Financing Team recommends the 15-year JP Morgan Chase option and recommends the City Council and the Financing Authority approve the resolutions authorizing the installment sale financing, approve the financing documents and allow staff to take all actions necessary to close the transaction.

Mandy Kellogg, Administrative Services Director introduced the item.

Ken Deaker, Municipal Financial Advisor reported on the item.

No public comment was received.

Vice Mayor Eric Hall moved to approve a Resolution of the City Council of the City of St. Helena Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

Council Member Lester Hardy moved to approve a Resolution of the Board of the St. Helena Financing Authority Approving: (1) installment sale financing to provide long-term financing of wastewater system improvements, and (2) financing documents and related official actions. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

The joint St. Helena City Council and Financing Authority will now reconvene the meeting as a regular City Council meeting.

**6. ADOPTION OF MINUTES**

6.1 Consideration and proposed approval of Regular Meeting Minutes of November 14, 2023

Estimated start time: 6:45 p.m.

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

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

**7. PUBLIC FORUM:**

David Knudsen addressed the City Council.

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

Ethan Walsh, City Attorney noted that there was no reportable action from closed session.

Reports were made by staff and the City Council.

**9. PRESENTATIONS AND PUBLIC RECOGNITIONS**

9.1 Tracy Cleveland, Napa County Agricultural Commissioner/Sealer will provide a presentation on the Mediterranean oak borer (Xyleborus monographus), or MOB, is an invasive ambrosia beetle to native oak trees.

Estimated start time: 7:45 p.m.

**10. STAFF BRIEFING**

None

**11. 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)

11.1 Notice to Council that PSA Amendment No. 01 to the Professional Service Agreement Coastland Engineering to be Issued for Recycled Pipeline Engineering Support for CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project in the amount of $35,346 of a total not-to-exceed amount of $100,000.

CEQA Determination: Exempt
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
None. This is an informational item only.

11.2 Approval of a resolution authorizing a 1-year Professional Services Agreement with Telstar Instruments for Instrumentation Maintenance and Repair Services at the Water Treatment Plant for a total not to exceed amount of $80,000 currently budgeted in FY23-24.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Authorize execution of the contract.

11.3 October 2023 Review and Forecasting of City Water Supply Availability.

CEQA Determination: Not a CEQA project
Prepared By: Ian Dale, Environmental Services Tech
Recommendation:
Receive and file.

11.4 Approval of a resolution authorizing Water Treatment Plant Valve control technology Improvements totaling $154,366.00 including the purchase of filter valve automation cards for a not to exceed cost of $65,149.00 and execution of a Professional Services Agreement with Telstar Instruments for the required programming into the SCADA system for a not to exceed cost of $89,217.00

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
To approve the resolution authorizing the professional services contract with Telstar and the purchase of required actuator equipment.

11.5 This item will not be heard.

~~Authorize Issuance of a Request for Bids (RFB) for Demolition of City~~

~~Hall/Police Department Building located at 1480 Main Street and a Request for Qualifications (RFQ) for a Temporary Operator at the site for no more than 5 years.~~

11.6 Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 3 to Professional Services Agreement STH Contract: FY 2019-017 in the amount of $532,466 with HydroScience Engineers for services to fulfill CIP Project No. S-52 Wastewater Treatment and Reclamation Plant Project for a total not-to-exceed amount of $2,020,396 and approve updated budget for CIP Project S-52 reallocating funds from budgeted Contingency funds into Design and Construction Management accounts and not increasing the total cost of the project.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approval of Amendment #3 and updated CIP Budget.

11.7 Second reading and proposed adoption of an Ordinance updating Chapter 3.32 related to development impact Fees.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Conduct the second reading by title only of an ordinance (Attachment B) amending Title 3 Revenue and Finance, Chapter 3.32 Development Impact Fees related to such fees.

11.8 This item was pulled from consent.

~~Consideration of resolution directing City staff to propose future Zoning Code amendments to prohibit new fossil fuel (gas) service station uses and structures.~~

Vice Mayor Eric Hall moved to approve items 11.1 through 11.7. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

11.8 Consideration of resolution directing City staff to propose future Zoning Code amendments to prohibit new fossil fuel (gas) service station uses and structures.

CEQA Determination: Exempt
Prepared By: Andrew Bradley, Asst. to the City Manager
Recommendation:
Adopt a resolution directing City staff to process a future zoning code amendment prohibiting the establishment or expansion of any new fossil fuel (gas) service stations.

Allison Bencsik, addressed the City Council.

Council Member Anna Chouteau moved to approve item 11.8. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

## 12. PUBLIC HEARINGS

None

## 13. OLD BUSINESS

None

## 14. NEW BUSINESS

14.1 Consideration and approval of a resolution declaring City parcels to be surplus (1480 Main Street and 1572 and 1574 Railroad Avenue)

CEQA Determination: Exempt
Prepared By: Anil Comelo, City Manager
Recommendation:
Staff recommends City Council approve a resolution declaring parcels 1480 Main Street (A.P.N. 009-211-016), and 1572 and 1574 Railroad Avenue (A.P.N.009-193-002), surplus land under the Surplus Land Act Gov. Code Section 54220 et. seq.

Anil Comelo, City Manager introduced the item.

Ken Hirra, Kosmont Consultant reported on this item.

No public comment was received.

Council Member Anna Chouteau moved to approve a resolution declaring parcels 1480 Main Street (A.P.N. 009-211-016), and 1572 and 1574 Railroad Avenue (A.P.N.009-193-002), surplus land under the Surplus Land Act Gov. Code Section 54220 et. seq. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

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

Mayor Dohring called for a ten minute recess at 7:58 p.m.

14.2 Consideration and proposed approval of a resolution appointing applicants to the Ad Hoc Water/Wastewater Exploratory Committee

Estimated start time: 8:00 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Appoint three applicants.

Cindy Tzafopoulos, City Clerk reported on the item.

No public comment was received.

Mayor Paul Dohring moved to appoint Arlene Corsetti, Garry Rose and Chris Warner to the committee. The motion was seconded by Council Member Anna Chouteau and on roll call failed by the following vote:

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

The motion failed for a lack of votes.

Mayor Paul Dohring moved to appoint Garry Rose, Gary Mattack and Arlene Corsetti to the committee. The motion was seconded by Council Member

Lester Hardy and on roll call carried by the following vote:

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

14.3 Consideration and Adoption of a Resolution accepting the Pavement Technical Assistance Program (P-TAP) Final Report and provide comments and direction on the proposed 5-year Pavement Restoration Project List.

Estimated start time: 8:10 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Adopt Resolution and provide direction on the 5-year project list approach.

Mario Traverso, Project Manager reported the item.

No public comment was received.

Council Member Lester Hardy moved to continue the meeting beyond 9 p.m. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

Council Member Lester Hardy moved to continue the meeting beyond 9:15 p.m. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

Council Member Lester Hardy moved to approve Council's direction to staff to develop a 5 Year plan focused on the “Alternating Treatment Type” approach. This strategy involves performing overlay and microsurface treatment independently on alternating years. Staff is to reconfigure the 5 year plan and present to Council on December 12th for approval. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

**15. CITY COUNCIL REPORTS:**

15.1 A. Association of Bay Area Governments (ABAG) - Executive Board
B. Association of Bay Area Governments (ABAG) - General Assembly
C. Napa Valley Tourism Corporation (Umbrella for Napa County)
D. League of California Cities – North Bay Division
E. Napa County City Selection Committee
F. Napa County Flood Control and Water Conservation District
G. Youth Opportunities Commission
H. Napa County Local Agency Formation Commission (LAFCO)
I. Napa Valley Transportation Authority (NVTA)
J. Napa County Watershed Information Center & Conservancy (WICC)
K. Upper Valley Waste Management Agency
L. Napa County Groundwater Sustainability Plan Advisory Committee
M. Napa County Regional Climate Action Committee
N. Council Ad Hoc and Standing Committee Reports

**16. ADJOURNMENT**

Mayor Dohring adjourned the meeting at 9:22 p.m.

**APPROVED:** **ATTEST:**

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

# Agenda Report to the City Council

Agenda Section: PRESENTATIONS AND PUBLIC RECOGNITIONS

Department: Administration

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | April Mitts, Assistant City Manager |
| **SUBJECT:** | Excellence in Service Delivery Initiative - Staff Update |
| **RECOMMENDED ACTION:** | Receive and File |
| **PREVIOUS COUNCIL ACTION:** | May 9, 2023 - Adoption of City Council Goals |
| **STATEMENT OF THE PURPOSE:** | Provide and update to City Council |
| **FINANCIAL IMPACT:** | None |

**BACKGROUND:**

City Council has the responsibility of establishing broad goals and the City's leadership has the responsibility to develop a workplan to achieve them. In FY 2023, the City Council had, in a variety of ways, reviewed the previous goals and provided guidance to staff on an updated set of goals, which were adopted on May 9, 2023, via Resolution No. 2023-46. The five City Council goals are:

1. Financial Sustainability
2. Infrastructure and Environmental Sustainability
3. Water Security
4. Community Information and Engagement
5. Quality of Life

The City Manager has established two additional goals:

1. Employee Recruitment, Retention, and Morale
2. Organizational Effectiveness

Based on the seven goals listed above, City executives developed and refined the FY 2024 workplan based. Several goals and objectives center around providing more effective and efficient services to the community, from this, the *Excellence in Service Delivery Initiative* emerged.

**DISCUSSION:**

Excellence in Service Delivery Initiative

In 2023, the City launched *Excellence in Service Delivery Initiative*, establishing 21 distinct objectives to meet both City Council *Goal 4 - Community Engagement & Education* and City Manager *Goal 7 - Organizational Effectiveness and Service*

*Delivery*. Many objectives are interrelated and can be divided into three distinct categories:

1. Efficiencies
2. Staff Development, Training, and Collaboration
3. Outreach and Education

As part of this program, staff has created guidelines (Attachment 1) to provide staff with practical assistance in the preparation and execution of the *Excellence in Service Delivery Initiative.* This action plan and associated SMART Objectives are key documents in setting out service standards for our customers (internal and external), communicating that information, and putting in place a means of evaluation and reporting on performance.

Core Values

At a September 2023 Mid-Managers and Executive Leadership Team training the group discussed organizational values and engaged in a brainstorming session about the unique aspects of working for the City of St. Helena. Together, the group generated a list of 27 things that they value about working for the organization, as well as different things that they aspire to for the City and it staff at all levels. This was the precursor discussion and exercise for discovering our organizational core values.

The following week, the Executive Leadership Team reconvened to discuss those actionable words at length. Each selected the top five words that they identified as the values that best aligned with the culture and the vision of the City and its staff. The words were ranked followed by an extensive discussion about the top action-oriented core values. After the exercise and discussion, the core values were identified as: Responsive, Collaborative, and Innovation were the top three choices.

Attachment 2 provides a summary of the process and each core value.

**DOCUMENTS ATTACHMENTS:**

Attachment 1 - The Excellence in Service Delivery Initiative
Attachment 2 - Core Values Discovery Process
Attachment 3 - Excellence in Service Delivery Initiative Presentation




# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

## *FORWARD*

In 2023, the City launched *Excellence in Service Delivery Initiative*, establishing 21 distinct objectives to meet both City Council *Goal 4 – Community Engagement & Education* and City Manager *Goal 7 – Organizational Effectiveness and Service Delivery*. Many of the objectives are interrelated and can be divided into three distinct categories as follows:

<u>Efficiencies</u>

1. Implement a mobile-based application for residents to submit and track concerns and requests.
2. Refresh and update City's website.
3. Educate and encourage community to contact specific departments for services.
4. Update the City's phone tree.
5. Conduct community survey in 2023 and 2025.
6. Implement new Parks & Recreation registration and reservation software.
7. Develop "express lane" approval for broader category of routine permits.
8. Implement internal staffing, process, and technology to improve performance and speed.
9. Implement online permitting software.

<u>Staff Development, Training, and Collaboration</u>

1. Adopt outside-in operating mentality (looking at it from the customer's perspective).
2. Improve coordination across internal departments for approvals; reduce "silo" effects.
3. Provide training on current IT software.
4. Develop a training and development program.
5. Deliver world class service.

<u>Outreach and Education</u>

1. Develop informational videos.
2. Develop process and technology to update the City's website with current status of significant infrastructure projects and rolling financial forecasts.
3. Make presentations to community groups to create better understanding of City issues.
4. Develop comprehensive PR program to highlight successes in St. Helena and encourage more businesses to invest.
5. Communication of updated CIP status.
6. Provide semi-annual updates on workplan status/completed tasks.
7. Develop comprehensive communications plan.

Efficiencies | Staff Development | Outreach & Education

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

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# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

## *INTRODUCTION & BACKGROUND*

The purpose of these Guidelines is to provide City staff with practical assistance in the preparation and execution of the *Excellence in Service Delivery Initiative*. This action plan and associated SMART Objectives are key documents in setting out service standards for our customers (internal and external), communicating that information, and putting in place a means of evaluating and reporting on performance.

City Council has the responsibility of establishing broad goals and the City's leadership has the responsibility to develop a workplan to achieve them. In FY 2023, the City Council had, in a variety of ways, reviewed the previous goals and provided guidance to staff on an updated set of goals, which were adopted on May 9, 2023, via Resolution No. 2023-46. The five City Council goals are:

1. Financial Sustainability
2. Infrastructure and Environmental Sustainability
3. Water Security
4. Community Information and Engagement
5. Quality of Life

Additionally, the City Manager has established two additional goals:

1. Employee Recruitment, Retention, and Morale
2. Organizational Effectiveness

Based on the seven goals listed above, City executives developed and refined the FY 24 workplan based on priorities. As noted in the previous section, several goals and objectives center around providing more effective and efficient services to the community. Out of this, the *Excellence in Service Delivery Initiative* emerged.

The following pages outline the steps to take as it relates to the *Excellence in Service Delivery Initiative* and its specific objectives:

1. Identification of City Council Goal
2. Identification of SMART Objective to meet the *Excellence in Service Delivery Initiative*
3. Estimated Deliverable Date
4. Status/Updates
5. Implementation of the Objective



# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.120** | Implement a mobile-based application for residents to submit and track concerns and requests |
| **SMART OBJECTIVE** | To assist St. Helena customers to efficiently report concerns and requests and to allow staff to be able to systematically track and respond to requests, the Assistant to the City Manager (Lesley) and Public Works Director will implement a mobile-based application that can be utilized to submit and track concerns and requests to City staff. Implementation will include outreach and education to St. Helena Customers and will be completed by March 31, 2024. |
| **DELIVERABLE DATE** | March 31, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. August 8, 2023 - City Council adopted resolution authorizing a contract with Civic Plus for See Click Fix Contract<br>2. Week of September 11, 2023 – staff kick-off meetings<br>3. November 6, 2023 – Configuration in process<br>4. November 13, 2023 – Staff Training<br>5. Week of December 4, 2023 – Soft Launch (Internal) of St. Helena Grapevine<br>6. January/February 2024 – Public Advertising in conjunction with website release |
| **ADDITIONAL MEASURES:** | 1. Outreach and Education for the Public<br>2. Develop training program for users that includes:<br>a. Expectations in writing<br>b. Constant and consistent communication during kickoff<br>c. Accountability<br>d. Monitoring<br>e. Adjusting as needed |

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.130** | Refresh and Update Website |
| **SMART OBJECTIVE** | To allow for easier navigation and provide current information, both Assistant to the City Manager's (Lesley and Andrew) will lead the citywide objective to refresh and update the City's website by retaining a consultant and working with each City department to update their individual webpages and launch the new City website by June 30, 2024. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. August 8, 2023 - City Council adopted resolution authorizing a contract with Civic Plus for Civic Engagement Website Services<br>2. Week of September 11, 2023 – staff kick-off meetings<br>3. November 8, 2023 – Content meetings between website editor and staff<br>4. December 1, 2023 – Current Website Snapshot and design approval<br>5. January/February 2024 – Staff training<br>6. Estimated new website launch – February/March 2024 |
| **ADDITIONAL MEASURES:** | 1. Develop training for staff, including manual for new staff<br>2. Develop communications plan for staff and the public |

# Excellence in Service Delivery Initiative

*Delivering more Effective and Efficient Services to the Community*

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.150** | Educate and encourage community to contact specific departments for services |
| **SMART OBJECTIVE** | The Assistant City Manager will work with the Assistant to the City Manager (Andrew) in providing outreach materials encouraging St. Helena customers to utilize the City's website, See-Click-Fix application, and City's phone tree to help the community get to the right person/department the first time. This will be done as part of the implementation of Objectives 4.120, 4.130, and 4.131 and will be completed by June 30, 2024. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. Phone tree update - completed August 2023 with main line number added to the home page.<br>2. Secret Numbers being updated as needed<br>3. September 2023 – Main line phone number added to front page of website<br>4. Week of September 11, 2023 - Website and See, Click, Fix (St. Helena Grapevine) staff kickoff meetings. See, Click, Fix - scheduled to launch towards the end of 2023 or early 2024 with the Website - scheduled to launch in March or April 2024 |
| **ADDITIONAL MEASURES:** | 1. Develop communications plan<br>2. Currently tracking phone calls/messages to see how many customers are not contacting the correct department (Lesley) |

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| **OBJECTIVE 4.170** | Update City's Phone Tree |
| **SMART OBJECTIVE** | The Assistant City Manager will work with the Assistant to the City Manager (Andrew) to update the City's phone tree with current information. The new phone tree will direct customers to the correct department/person and will be completed by August 31, 2023. |
| **DELIVERABLE DATE** | August 31, 2023 |
| **ON-TRACK** | Yes |
| **UPDATES:** | Completed, ongoing maintenance. |
| **ADDITIONAL MEASURES:** | 1. Continue to monitor phone call/emails that are not directed to the correct department. |

# Excellence in Service Delivery Initiative

*Delivering more Effective and Efficient Services to the Community*

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.400** | Conduct Community Survey in 2023 and 2025 |
| **SMART OBJECTIVE** | The Assistant to the City Manager (Andrew) will conduct two community surveys, the first survey was done in FY 23 and the second survey is to be completed by December 31, 2025. The surveys will allow the City to measure resident satisfaction and obtain feedback on priorities. |
| **DELIVERABLE DATE** | December 25, 2025 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. As part of the FM3 survey (September 2023), FM3 is including several opinion research questions which were included in previous opinion research surveys. Data was compared to previous surveys and presented to City Council in October 2023.<br>2. Implemented FlashVote which can be accessed utilizing a QR code or: FLASHVOTE.COM/STHELENA. This allows citizens to make government better by completing quick survey's approximately one time per month on civic matters facing St. Helena. |
| **ADDITIONAL MEASURES:** | 1. Ongoing, Flashvote surveys.<br>2. FM3 will conduct additional surveys in February 2024 and will include several opinion research questions that were included in previous surveys.<br>3. Develop plan for 2025 Survey |

# Excellence in Service Delivery Initiative

*Delivering more Effective and Efficient Services to the Community*

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.700** | Implement new Parks & Recreation Registration and Reservation Software |
| **SMART OBJECTIVE** | The Parks and Recreation Director will implement and new Parks & Recreation registration and reservation software to provide better service and response time to community requests by June 30, 2024. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. August 8, 2023 - City Council adopted resolution authorizing a contract with Civic Plus for the new registration software with the estimated soft launch by January 2024, with full implementation by June 30, 2024 |
| **ADDITIONAL MEASURES:** | 1. Develop training for staff and for the public.<br>2. Develop communications plan for launch of new software |

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| **OBJECTIVE 7.1040** | Implement Online Permitting Software |
| **SMART OBJECTIVE** | The Community Development Director will implement a new online permitting software system that will transition the current process to paperless and will improve effectiveness and provide enhanced service delivery to the community. The permitting software will go live by September 2024. |
| **DELIVERABLE DATE** | September 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. Central Square has been selected as vendor.<br>2. September 12, 2023 - Central Square was sent a list of all the needed templates to be included in the contract pricing. City is waiting for final revised proposal.<br>3. October 2023 meeting with vendor - estimated 6-month implementation.<br>4. November 14, 2023 - Goal for contract execution will be December 2024. |
| **ADDITIONAL MEASURES:** | 1. Implementation of new software will include:<br>a. Staff training<br>b. Communication to stakeholders and the public<br>c. Training for end users. |

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | Staff Development | Outreach & Education

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|---|---|
| **OBJECTIVE 7.300** | Develop "express lane" approval for broader category of routine permits |
| **SMART OBJECTIVE** | The Assistant to the City Manager's (Andrew and Lesley) will work with the Community Development and Public Works departments to develop and implement three new "express lane" approvals for broader categories of routine permits by December 31, 2023. |
| **DELIVERABLE DATE** | December 31, 2023 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. August 16, 2023 - Lesley working find efficiencies and deficiencies in the process in order to streamline the current rapid permits process and will continue to work with PW and Planning to refine the process.<br>2. September 12, 2023 - Permit revisions are in process and efficiencies are being determined.<br>3. September 12, 2023 - In process of converting to digital only applications and working with financial software to be able to take online payments. |
| **ADDITIONAL MEASURES:** | 1. Train staff on new process<br>2. Develop communications plan for the public on the new process<br>3. Develop communications plan highlighting the new process |

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| **OBJECTIVE 7.400** | Implement internal staffing, process, and technology to improve performance and speed |
| **SMART OBJECTIVE** | The Assistant to the City Manager (Lesley) will identify five areas to improve performance, speed, and overall efficiency by June 30, 2024. These areas may include: internal staffing, process, and technology. Additionally, the areas identified will identify costs associated with improvements, implementation, and training for designated improvements. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. November 8, 2023 – areas identified:<br>a. Purchase Order and Invoice Processing<br>b. Encroachment Permit Processing<br>c. Online Payments<br>d. Responsiveness to Community Calls<br>e. Central Repository for City Policies and Index |
| **ADDITIONAL MEASURES:** | 1. Develop process and timeline for each item listed above. |

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | **Staff Development** | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 7.700** | Adopt outside-in operating mentality (look at it from the customers perspective) |
| **SMART OBJECTIVE** | The Assistant to the City Manager (Lesley) will work with the Administrative Services Director to identify three training opportunities to staff which provide insight to providing customer service and to look at it from the customers perspective by June 30, 2024. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. August 17, 2023 - Mandy and Lesley have met and discussed various options to offer consisting of: 1 in-person training at the all-employee training on 11/29/23 and 2 self-guided trainings through Kelley or Vector training - Lesley will look into.<br>2. September 28, 2023 – All staff training and tabletop exercise on connectedness and the need to be responsive to the community and to others.<br>3. Customer service training was added as on-boarding training for new employees.<br>4. Response plan developed for customer service during implementation of new utility rates (bills mailed November 15, 2023) |
| **ADDITIONAL MEASURES:** | 1. Develop training for 11/29 All Staff Training<br>2. Launch self-guided training and deadline dates<br>3. Follow-up with staff to ensure training is completed |

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|---|---|
| **OBJECTIVE 7.1060** | Provide training on current IT software |
| **SMART OBJECTIVE** | The Administrative Services Director and Assistant to the City Manager (Lesley) will review the current software staff has access to, will identify and develop three trainings to be conducted annually for all staff. Trainings may be conducted in-person, via zoom, or self-guided with the initial three trainings to be completed by June 30, 2024. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. August 17, 2023 - Current ideas NEOGov for evaluations (includes SMART objectives) (1st), TEAMS, Springbrook, Purchasing policies and procedures, contracts. |
| **ADDITIONAL MEASURES:** | 1. Set specific trainings, dates, and who will facilitate |

# Excellence in Service Delivery Initiative

*Delivering more Effective and Efficient Services to the Community*

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 7.500** | Improve coordination across internal departments for approvals; reduce "silo" effects (new development) |
| **SMART OBJECTIVE** | The Assistant to the City Manager (Lesley) will identify five areas to improve coordination across internal departments and develop a staff coordination plan for approval by June 30, 2024. Ties to Objective 7.400 |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Completed, next steps: Additional Measures |
| **UPDATES:** | 1. November 8, 2023 – areas identified:<br>a. Purchase Order and Invoice Processing<br>b. Contract/Project Management<br>c. Encroachment Permit Processing<br>d. Online Payments<br>e. Responsiveness to Community Calls<br>f. Central Repository for City Policies and Index |
| **ADDITIONAL MEASURES:** | 1. Develop process and timeline for each item listed above. |

| | |
|---|---|
| **OBJECTIVE 7.1100** | Develop a training and development program |
| **SMART OBJECTIVE** | The Administrative Services Director will work with the Training Committee to identify and plan four all-staff training programs annually. The first four training courses will be completed by June 30, 2025. This objective may tie into other training and customer service objectives such as Objectives 7.1060 and 7.700 |
| **DELIVERABLE DATE** | June 30, 2025 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. June 1, 2023 - all staff EOC training<br>2. September 28, 2023 - all staff training Connectedness<br>3. November 29, 2023 - all staff training: Citywide update, Excellence in Service Initiative (including outside-in mentality - see Objective 7.700), Core Values, Style Guide, and Blue Zones Training |
| **ADDITIONAL MEASURES:** | 1. Annually - Four all staff trainings (can be in-person or virtual and self-guided)<br>2. May need to revisit this objective and adjust accordingly to be in alignment and more cohesive with other training objectives. |

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | **Staff Development** | Outreach & Education

| | |
|---|---|
| **OBJECTIVE** | Deliver World Class Service |
| **SMART OBJECTIVE** | The Assistant City Manager will work with the Assistant to the City Manager (Andrew) to develop protocols for email and phones, including but not limited to: response times and style guides, develop a version of "Forbes Standards" coming up with a creative "St. Helena" name, and rollout program to all City staff and City Council by December 31, 2023. |
| **DELIVERABLE DATE** | December 31, 2023 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. September 11, 2023 - DRAFT style guide distributed to E-team for initial discussion on September 12, 2023 and plans to finalize by September 19, 2023.<br>2. September 2023 - Development of City of St. Helena staff Core Values<br>3. November 16, 2023 - rollout program to MM/Executive team<br>4. November 29, 2023 - rollout program to all City staff at all staff meeting<br>5. December 12, 2023 - City Council presentation on Excellence in Service Delivery Initiative including Core Values and Style Guide. |
| **ADDITIONAL MEASURES:** | 1. Develop Style Guide which includes service standards and communications.<br>2. Develop new hire orientation packet which includes the Style Guide, Values, and Customer Service expectations.<br>3. Ongoing maintenance of program. |

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.110** | Develop Informational Videos |
| **SMART OBJECTIVE** | Assistant to the City Manager (Andrew) will develop a minimum of 5 informational videos each fiscal year on various City topics to provide information to the community. Topics may include: Water Rate Study, Recruitment, CIP Project Updates, Water Conservation, State of the City. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Exceeded Goal |
| **UPDATES:** | The following informational videos have been created/released:<br>1. Elisewalker – Relocation & Expansion<br>2. End of Summer Luau Party Swim Night<br>3. Erosion<br>4. Mediterranean Oak Borer (MOB)<br>5. National Night Out<br>6. St. Helena Summer Concert Series (4 videos)<br>7. Emergency Preparedness – Hi-Lo Siren<br>8. Residential Greywater System "How-To"<br>9. 4th of July Community Festival and Fireworks<br>10. Red, White, and Blue Bike Parade<br>11. St. Helena Community Band<br>12. Pickleball Courts Grand Opening<br>13. St. Helena "The Big Pour" WWTP Update (2 videos)<br>14. Addressing Foxtails at Wappo Park<br>15. Hunter Subdivision: What you Should Know<br>16. Green Building Permit Sale<br>17. Water/Wastewater Rate Study (3 videos)<br>18. Upper York Creek Dam Removal |
| **ADDITIONAL MEASURES:** | 1. Staff is continuing to develop video's<br>2. "B Roll" filming on 11/20/23<br>3. HR Recruitment video being developed |

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.131** | Develop process and technology to update the City's website with current status of significant infrastructure projects and rolling financial forecasts |
| **SMART OBJECTIVE** | To allow for greater transparency and accountability, the Assistant to the City Manager (Lesley) will develop a process and implement technology to update the City's website quarterly with current status of significant infrastructure projects and rolling financial forecasts for projects. The initial update to the City's website will be completed by June 30, 2024. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Completed, with ongoing reporting |
| **UPDATES:** | 1. August 22, 2023 - live interactive CIP dashboard was launched on the City's website, it can be viewed utilizing the following link: Public Works CIP |
| **ADDITIONAL MEASURES:** | 1. Develop a process (so others can be trained and follow the process)<br>2. Implement Technology<br>a. CIP Dashboard<br>3. Develop a process for the following financial forecasts for projects |

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.140** | Make presentations to community groups to create better understanding of City issues. |
| **SMART OBJECTIVE** | The City Manager and Department Heads will conduct a minimum of 5 presentations annually to various community groups to create better understanding of community issues and to provide more information to the community. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. March 20, 2023 - Coldwell Banker Brokers of the Valley (PW Dir.)<br>2. March 20, 2023 - Cameo (CM and Mayor)<br>3. April 13, 2023 - Rianda House Heart and Soil (ACM)<br>4. May 16, 2023 - Rotary (CM and V. Mayor)<br>5. June 9, 2023 - Vineyard Valley (CM and Mayor)<br>6. June 29, 2023 - Rianda House (CM)<br>7. August 7, 2023 - Colwell Banker Office (CM)<br>8. August 23, 2023 - Kiwanis Club (Both Asst. to the CM)<br>9. September 28, 2023 - Rianda House Gents (CM)<br>10. August – October, 2023 - Community Academy presentations by CM, ACM, Department Heads, and Assist. to the CM<br>11. November 7, 2023 - Rotary (Community Devel. Director)<br>12. November 28, 2023 - Rotary (Police Chief) |
| **ADDITIONAL MEASURES** | 1. Ties into Objective 4.200 Community Academy which launched in August 2023. |

# Excellence in Service Delivery Initiative

*Delivering more Effective and Efficient Services to the Community*

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.180** | Develop comprehensive PR program to highlight successes in St. Helena and encourage more businesses to invest. |
| **SMART OBJECTIVE** | The Assistant to the City Manager's (Andrew & Lesley) will develop a comprehensive Promotional (PR) plan designed to highlight successes in St. Helena and encourage more business investment. The draft plan will be submitted for City Manager review and feedback by October 31, 2023. Following City Manager review and feedback the Assistant to the City Manager's will finalize the PR plan and provide training/education to Department heads by December 31, 2023. |
| **DELIVERABLE DATE** | December 31, 2023 |
| **ON-TRACK** | |
| **UPDATES:** | 1. August 16, 2023 - Designing now (CIP project status, Economic Develop Website pages, and videos in process). |
| **ADDITIONAL MEASURES:** | 1. Lesley and Andrew to develop a plan outline<br>a. New businesses<br>b. CIP Completion<br>c. Economic Development<br>d. Etc…<br>2. Ties to Objective A – Communications Plan<br>a. Videos<br>b. Press Releases<br>3. Develop a training outline/program and train Department Heads so they know the available resources. |

# Excellence in Service Delivery Initiative

*Delivering more Effective and Efficient Services to the Community*

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 4.190** | Communication of Updated CIP Status |
| **SMART OBJECTIVE** | The Assistant to the City Manager (Lesley) will work with the Public Works Director to develop a communication plan for providing CIP status updates to the public by FY 25. The communication plan will include, but is not limited to: Powerpoint presentations, Press Releases, update to City's website via interactive dashboard, and updates to City Council. Ties into Objectives 4.131 and 4.180 |
| **DELIVERABLE DATE** | June 30, 2025 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. August 2023 - CIP dashboard completed and included in the City Newsletter (email).<br>2. Social post will go up in October to link to dashboard and provide information. |
| **ADDITIONAL MEASURES:** | 1. Develop a Communication Plan for CIP Status Updates to include:<br>a. Presentations to the public and to Council<br>b. Press Releases<br>c. Dashboard<br>d. Website Updates<br>e. Social Posts<br>f. Etc. |

# *Excellence in Service Delivery Initiative*

***Delivering more Effective and Efficient Services to the Community***

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE 7.900** | Provide semi-annual updates on workplan status/completed tasks |
| **SMART OBJECTIVE** | The Assistant to the City Manager (Lesley) and the Assistant City Manager will provide workplan status and updates to the City Council semi-annually (December and June). The updates are designed to provide greater awareness of the City's overall workplan and status of each workplan item. The update will be presented to City Council at a regularly scheduled City Council meeting and updated on the City's website. First presentation will be January 2024. |
| **DELIVERABLE DATE** | January 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. September 12, 2023 – Lesley is working with each department to develop SMART Objectives, where possible.<br>2. Lesley has created a draft dashboard designed but is working to make Objectives measurable and consistent for reporting purposes. |
| **ADDITIONAL MEASURES:** | 1. Develop a plan to provide updates<br>2. If a SMART Objective is not feasible, develop a strategy on how can we still track and report on progress |

# Excellence in Service Delivery Initiative

*Delivering more Effective and Efficient Services to the Community*

Efficiencies | Staff Development | Outreach & Education

| | |
|---|---|
| **OBJECTIVE A** | Communications Plan |
| **SMART OBJECTIVE** | Assistant to the City Manager (Andrew) will develop an overall communications plan which will include internal, external, publicity, and crisis communications as outlined in Objectives A.1-3. Once developed, the Assistant to the City Manager will work with the City Manager, Assistant City Manager, and Department Heads in training and ongoing implementation. The presentation of the communications plan will be completed by June 30, 2024. |
| **DELIVERABLE DATE** | June 30, 2024 |
| **ON-TRACK** | Yes |
| **UPDATES:** | 1. September 11, 2023 - DRAFT communications plan received from Tripeppi Smith.<br>2. November 17, 2023 - Communications Meeting with Tripeppi Smith and Executive Staff |
| **ADDITIONAL MEASURES** | 1. Components of Communications Plan<br>a. Proactive Communication<br>b. External<br>c. Internal<br>d. Crisis<br>2. Develop plan for training employees (current and new hire) on communications protocols. |

Sample Components of Communications Plans

| | EXTERNAL | INTERNAL | CRISIS |
|---|---|---|---|
| Press Releases | X | | X |
| Website | X | | X |
| Community Presentations | X | | |
| Community News Digest | X | | |
| Social Media | X | | X |
| Public Meetings/Town Halls | X | | |
| Community Events* | X | | |
| Bulletin Boards | X | | X |
| City e-News | X | | X |
| Memos | | X | |
| City Manager Weekly | | X | |
| Intranet | | X | |
| All-Staff Meetings | | X | |
| Department Staff Trainings | | X | |
| Email | | X | |
| Informational Videos | X | X | |

*Farmer's Market, Harvest Festival, Library Events, 4th of July, etc.

# City of St. Helena Staff Core Values

**September 2023**

At a September 2023 Mid-Managers and Executive Leadership Team training the group discussed organizational values and engaged in a brainstorming session about the unique aspects of working for the City of St. Helena. Together, the group generated a list of 27 things that they value about working for the organization, as well as different things that they aspire to for the City and its staff at all levels. This was the precursor discussion and exercise for discovering our organizational core values.

The following week, the Executive Leadership Team reconvened to discuss those actionable words at length. Each selected the top five words that they identified as the values that best aligned with the culture and the vision of the City and its staff. The words were ranked and then there was an extensive discussion about the top action-oriented core values. After the exercise and the discussion, the core values were identified as: Responsive, Collaborative, and Innovative were the top three choices.




**Responsive** – How quickly and efficiently can we as an organization respond to the needs of our customers and to each other. By establishing a culture and expectation of responsiveness, the quality of services that are provided, efficiency of our operations, and employee satisfaction will improve.

**Collaborative** – Working with the community and each other to achieve collective goals and objectives. Prioritizing collaboration creates a more connected, engaged, and efficient workplace, where employees feel valued and supported. Collaboration with each other and the community leads to better problem-solving, increased innovation, and higher morale and retention rates, contributing to the overall success of our organization and the quality of services provided.

**Innovative** – Empowering our staff to identify better ways to serve our community. Innovative organizations think outside the box to develop unique solutions to complex challenges. This value means not being afraid to take calculated risks.

At the end of November, City staff will host a staff training in which these core values will be discussed at length along with some training exercises for staff.

In the meantime, our Mid-Managers and Executive Leadership Team will continue to encourage all members of the City staff to think about different ways that we can operationalize the values of responsiveness, collaboration, and innovation in our daily work lives. In doing so, our hope is to create an organizational environment that will not only increase productivity but will become a place to work that we will all be proud of.

# Excellence in Service Delivery Initiative

April Mitts, Assistant City Manager

# City Goals

City Council

- Responsible for establishing broad goals
- Sets strategic direction, priorities, and allocation of staff resources

# Workplan

City Manager

- Responsible for developing workplan to achieve goals
- Develops plan to achieve City Council Goals

| City Council Goals | | Total Objectives | Objectives For FY 2024 |
|---|---|---|---|
| **Goal 1** | Financial Sustainability | 9 | 4 |
| **Goal 2** | Infrastructure and Environmental Sustainability | 46 | 27 |
| **Goal 3** | Water Security | 11 | 6 |
| **Goal 4** | Community Information & Engagement | 20 | 14 |
| **Goal 5** | Quality of Life | 44 | 22 |
| **Other Goals** | | | |
| **Goal 6** | Employee Recruitment, Retention, & Morale | 9 | 6 |
| **Goal 7** | Organizational Effectiveness | 19 | 13 |
| **Goal 8** | CIP Projects | 54 | 15 |
| ***TOTALS*** | | ***212*** | ***107*** |

# City Goals

- Goal 4 – *Community Engagement & Education*
- Goal 7 – *Organizational Effectiveness and Service Delivery*

# Objectives:

- 3 Categories
  - ✓ Efficiencies
  - ✓ Staff Development, Training, and Collaboration
  - ✓ Outreach and Education
- 21 Distinct Objectives

# Meeting the 21 Objectives:

1. Identification of City Goal
2. Identification of SMART Objective to meet the Initiative
3. Estimated Deliverable Date
4. Status/Updates
5. Implementation of each Objective



# Sample SMART Objective




| OBJECTIVE 4.130 | Refresh and Update Website |
|---|---|
| SMART OBJECTIVE | To allow for easier navigation and provide current information, both Assistant to the City Manager's (Lesley and Andrew) will lead the citywide objective to refresh and update the City's website by retaining a consultant and working with each City department to update their individual webpages and launch the new City website by June 30, 2024. |
| DELIVERABLE DATE | June 30, 2024 |
| ON-TRACK | Yes |
| UPDATES: | 1. August 8, 2023 - City Council adopted resolution authorizing a contract with Civic Plus for Civic Engagement Website Services<br>2. Week of September 11, 2023 – staff kick-off meetings<br>3. Estimated new website launch – March or April 2024 |
| ADDITIONAL MEASURES: | 1. Develop training for staff, including manual for new staff<br>2. Develop communications plan for staff and the public |

# Objectives:

Efficiencies | Staff Development | Outreach & Education

| | Objective | Est. Delivery Date |
|---|---|---|
| 1 | Implement a mobile-based application | 3/31/24 |
| 2 | Refresh & update City's website | 6/30/24 |
| 3 | Education on department to contact | 6/30/24 |
| 4 | Update City's phone tree | Completed |
| 5 | Conduct community survey (2023 & 2025) | 12/25/25 |
| 6 | Implement Parks & Recreation software | 6/30/24 |
| 7 | Develop "express lane" for approval of routine permits | 9/30/24 |
| 8 | Implement internal staffing, process, and technology for efficiencies | 12/31/23 |
| 9 | Implement online permitting software | 6/30/24 |

# Objectives:

Efficiencies | **Staff Development** | Outreach & Education

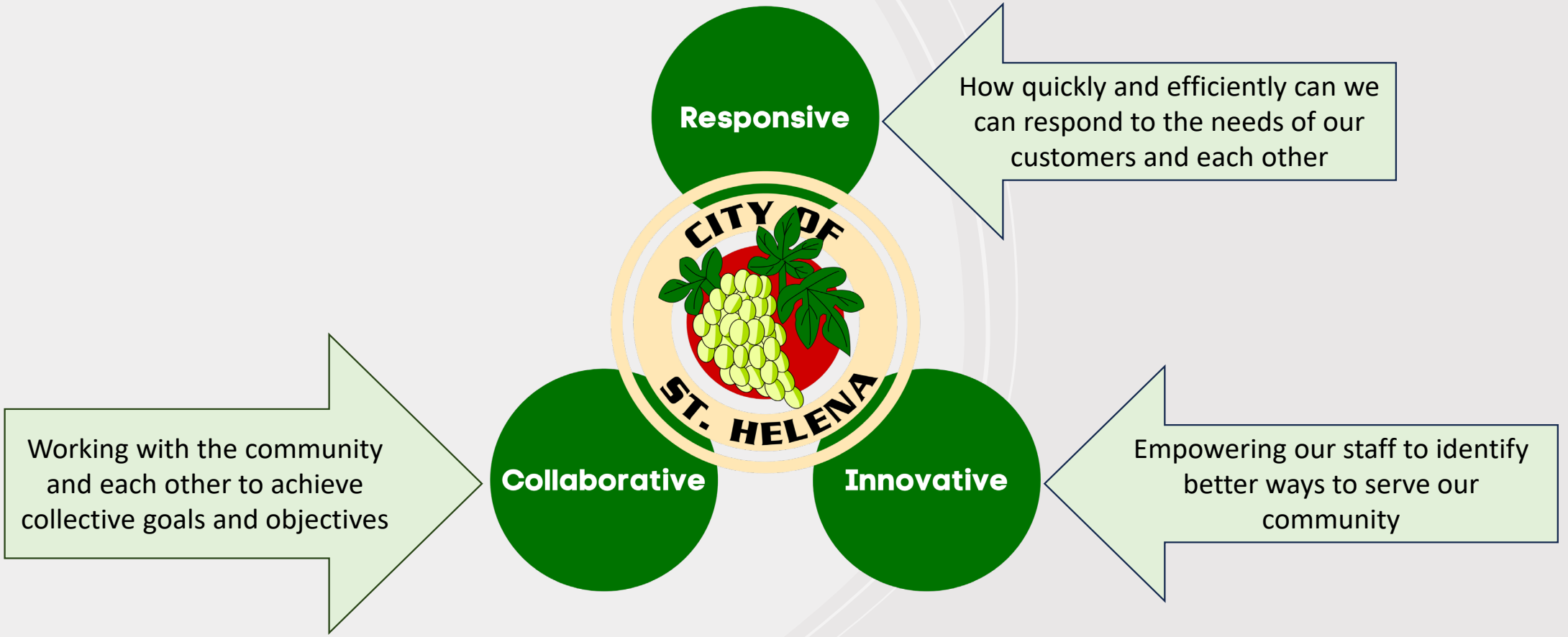
| | Objective | Est. Delivery Date |
|---|---|---|
| 1 | Adopt outside-in mentality | 6/30/24 |
| 2 | Improve coordination across internal departments | 6/30/24 |
| 3 | Provide training on current IT software | 6/30/24 |
| 4 | Develop a training and development program | 6/30/25 |
| 5 | Deliver world class service (protocols, style guide, etc…) | 12/31/23 |

# Objectives:

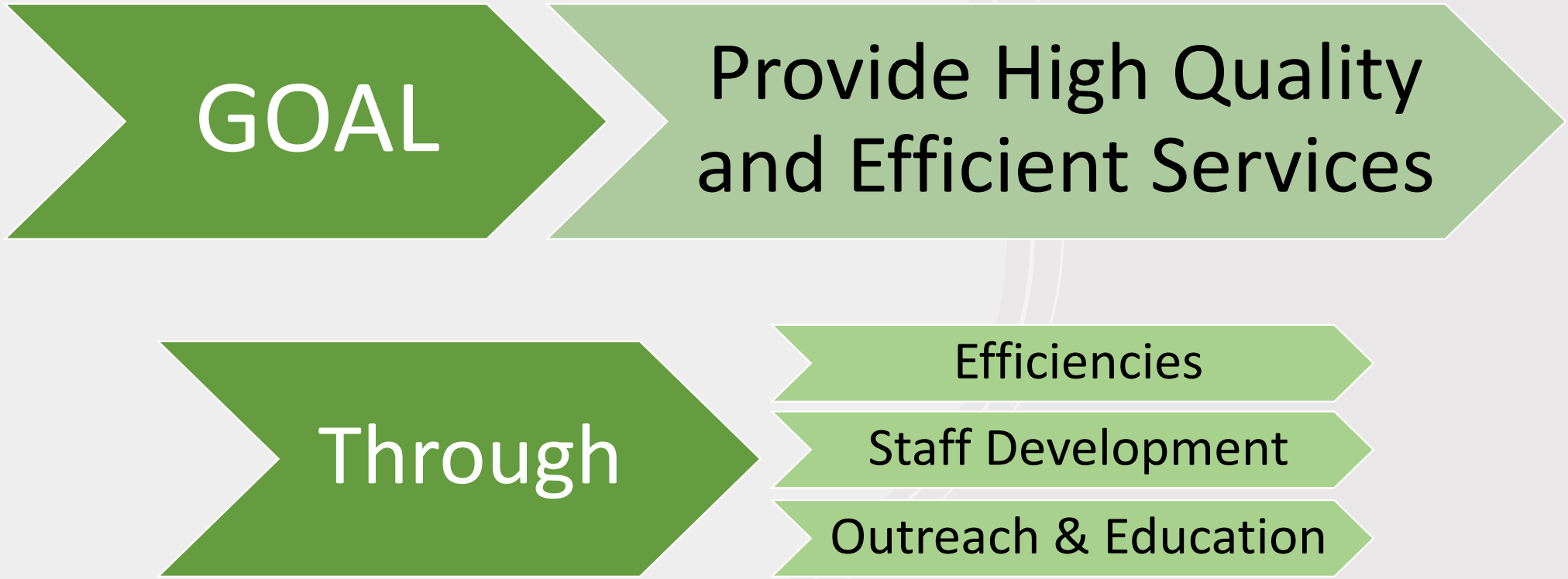
Efficiencies | Staff Development | Outreach & Education

| | Objective | Est. Delivery Date |
|---|---|---|
| 1 | Develop informational videos (minimum of 5) | 18 completed |
| 2 | Develop process and technology to update the City's website - CIP | 6/30/24 |
| 3 | Make presentations to community groups | 11 completed |
| 4 | Develop a comprehensive PR program | 12/31/23 |
| 5 | Communication of updated CIP status | 6/30/25 |
| 6 | Provide semi-annual updates on workplan status/completed tasks | 12/31/23 |
| 7 | Develop comprehensive communications plan | 6/30/24 |

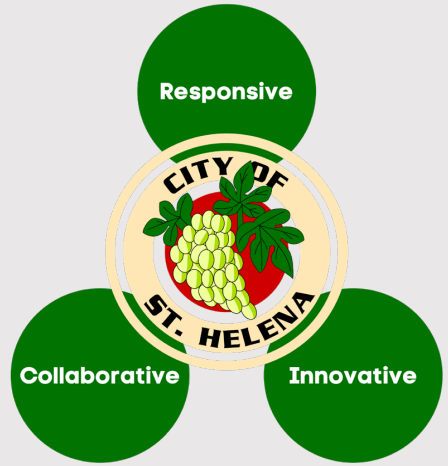
# *Core Values*


Responsive
How quickly and efficiently can we can respond to the needs of our customers and each other
CITY OF ST. HELENA
Working with the community and each other to achieve collective goals and objectives
Collaborative
Innovative
Empowering our staff to identify better ways to serve our community

# *Excellence in Service Delivery Initiative*



# *Questions?*



# Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Mandy Kellogg, Administrative Services Director |
| **SUBJECT:** | Adoption of a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2022-23 and a resolution certifying of 6.67% Equivalent Fund expenditures for Fiscal Year 2022-23 under Measure T Program. |
| **RECOMMENDED ACTION:** | Adopt the attached resolutions. |
| **PREVIOUS COUNCIL ACTION:** | None. |
| **STATEMENT OF THE PURPOSE:** | The purpose is to certify the Measure T Maintenance of Effort (MOE) for Fiscal Year 2022-23 and the 6.67% Equivalent Fund expenditures for Fiscal Year 2022-23 under the regulations of the Measure T Program. |
| **FINANCIAL IMPACT:** | None. |

**BACKGROUND:**

At the General Election held on November 6, 2012, the voters of Napa County approved a ½-cent sales tax increase known as Measure T, the Napa Countywide Road Maintenance Act of 2012. The sales tax is being implemented by the Napa Valley Transportation Authority - Taxing Authority ("NVTA-TA"), and the tax proceeds are allocated among all local agencies within the County.

Measure T funding is to be used for maintenance, reconstruction, and/or rehabilitation of streets, roads, and transportation infrastructure within the public right-of-way including but not limited to: sidewalks, curb and gutters, curb ramps, lighting, traffic signage, striping, and local roadway drainage. Measure T is intended to supplement, not supplant or replace, the City's existing local general fund revenues being used for transportation infrastructure maintenance.

As part of the Ordinance, all agencies must collectively commit non-Measure T funds towards Class I Bicycle Facilities equivalent to 6.67% of the estimated total revenue of Measure T. Qualifying funding sources for 6.67% Equivalent Fund projects must be from either local general funds or formula specific funds.

On March 16, 2022, NVTA-TA adopted an amended Master Funding Agreement. The amended Master Funding Agreement repealed and replaced the original 2018 Master Funding Agreement and required approval from City Council. On July 26, 2022, City

Council approved the amended Measure T Master Funding Agreement. This revision will result in an additional yearly resolution for the term of the Measure T program.

By January 31st of each calendar year, the City must provide a copy of the Equivalent Fund Class I Bicycle Facilities Expenditure Resolution approved by the City's governing body, along with backup documentation, showing the qualifying funding spent on Class I Bicycle Facilities for the prior fiscal year. The resolution will certify applicable expenditures for the prior fiscal year and be used by NVTA-TA in the tracking the program participants' collective contribution towards the required Class I Facility spending over the term of the Measure T program.

**DISCUSSION:**
On February 13, 2018, City Council established the City's Maintenance of Effort (MOE) at $379,189, which is a calculation of the average maintenance of effort for the FY 2007/2008, FY 2008/2009 and FY 2009/2010 as required by the Measure T Ordinance. Each year going forward, the City is required to certify that it has met the MOE obligation for the prior fiscal year (Attachment A).

For the Fiscal Year 2023, the City's MOE of $379,189 was met with expenses to Streets Capital Projects R18-81 Downtown Sidewalk Improvements and R22-79 Pavement Restoration.

Maintenance of Effort expenses are as follows:

| **Measure T MOE Certification** | | |
|---|---|---|
| **Project** | **Description** | **FY 2022/23** |
| R18-0081 | Downtown Sidewalk Improvements | $130,664 |
| R22-0079 | Pavement Restoration | $248,525 |
| **Total** | | **$379,189** |

The table below provides a summary of the 6.67% Equivalent expenditures and the sources of funding:

| **Class I Bicycle Facilities Expenditures Certification** | | |
|---|---|---|
| **Fiscal Year** | **Funding Source** | **Amount** |
| 2022-23 | General Fund | $85,000 |

**ENVIRONMENTAL REVIEW:** None.

**DOCUMENTS ATTACHMENTS:**

Resolution FY23 Measure T MOE Certification
MOE Certification Form FY23
Resolution Measure T Certification of Equivalent Fund Expenditures
Exhibit A - List of Equivalent Funds for Class I Trails

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**Adoption of a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2023 of 379,189.**

### RECITALS

A. On November 6, 2012, the voters of Napa County passed the Napa Countywide Road Maintenance Act, also known as Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure T Expenditure Plan; and

B. The Napa Valley Transportation Authority – Taxing Authority ("NVTA-TA") is the designated agency that administers and oversees the Measure T revenues; and

C. The City of St. Helena is an eligible recipient of Measure T funds; and

D. The tax proceeds will be used by the City to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County ("Local Agencies") as set forth in Measure T; and

E. Under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure: and

F. The City of St. Helena has entered into a Master Agreement with NVTA that outlines procedures for Measure T expenditures; and

G. The City of St. Helena shall determine and certify to NVTA-TA the average maintenance of effort amount for Fiscal Years 2007-08, 2008-09, and 2009-10, consistent with the criteria set forth in Section 9 of Ordinance No. 2012-01, including a memorandum detailing the supporting financial documentation and methodology utilized to calculate the average fiscal year street and roads; and

H. On February 13, 2018, the City Council adopted Resolution 2018-16, which established the average Maintenance of Effort of $379,189; and

I. By January 1st each calendar year, the City of St. Helena must certify to and provide NVTA-TA a copy of supporting documentation as well as a Resolution approved by the governing body of the City of St. Helena, including backup documentation that demonstrates that the Maintenance of Effort was met the prior fiscal year; and

J. Measure T Project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

**RESOLUTION**

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

1. The Recitals set forth above are true and correct and are incorporated herein; and
2. The City Council hereby determines and certifies that:

   (a) the Maintenance of Effort ("MOE") for the City of St. Helena for Fiscal Year 2022/2023 is $379,189, as described:

| **Measure T MOE Certification** | |
|---|---|
| **Project** | **FY 2022/23** |
| R18-0081 Downtown Sidewalk Improvements | 130,664 |
| R22-0079 Pavement Restoration | 248,525 |
| **Total Expended** | **379,189** |

   (b) For Fiscal Year 2022/2023, the City of St. Helena met its obligation for an MOE at least $379,189 as set forth in Resolution 2018-16; and

   (c) The City of St. Helena will meet its MOE obligation of at least $379,189 for Fiscal Year 2023/2024; and

3. This Resolution shall take effect immediately upon adoption.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2023, by the following vote:

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

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

# City/County/Town of St. Helena
# Measure T Maintenance of Effort (MOE) Certification for Fiscal Year 2022-2023

| | |
|---|---|
| NVTA-TA Approved MOE | $379,189.00 |
| MOE Amount Certified for FY 2023-22 | $379,189.00 |
| Measure T funds Received in FY 2023-22 | $1,520,978.97 |
| Measure T funds Expended in FY 2023-22 | $706,719.00 |
| Measure T funds Balance in Account | $3,614,347.86 |

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**Adoption of a Resolution Approving Certification of Equivalent Fund Expenditures Under Measure T Program**

### RECITALS

A. On November 6, 2012, the voters of Napa County passed the Napa Countywide Road Maintenance Act, also known as Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure T Expenditure Plan; and

B. The Napa Valley Transportation Authority – Taxing Authority ("NVTA-TA") is the designated agency that administers and oversees the Measure T revenues; and

C. The City of St. Helena is an eligible recipient of Measure T funds; and

D. The tax proceeds will be used by the City to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County ("Local Agencies") as set forth in Measure T; and

E. Under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure: and

F. The City of St. Helena has entered into a Master Agreement, as amended, with NVTA that outlines procedures for Measure T expenditures; and

G. The City of St. Helena shall determine and certify to NVTA-TA the annual spending towards qualifying Class I Bicycle Facilities, consistent with the criteria set forth in Section 3 B of Ordinance No. 2012-01, including a memorandum detailing the supporting financial documentation and the methodology utilized to calculate the total spending and funding source; and

H. The amount set forth in Exhibit "A" will be deemed the "Equivalent Fund Spending for Class I Bicycle Facilities" of the City of St. Helena, which must be maintained annually throughout the term of the Measure from the General Fund of the City of St. Helena; and

I. By January 31st each calendar year, the City of St. Helena must certify to and provide NVTA-TA a copy of supporting documentation as well as a Resolution approved by the governing body of the City of St. Helena, including backup documentation, demonstrating that the Equivalent Fund Class I Bicycle Facilities spending occurred during the prior fiscal year; and

J. Measure T Project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

**RESOLUTION**

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

1. The City Council hereby adopts the Equivalent Fund Class I Bicycle Facilities expenditures amount as set forth in Exhibit "A," and authorizes the Public Works Director or designee to file the amount with NVTA-TA.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2023, by the following vote:

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

APPROVED: ATTEST:

_____ _____
Paul Dohring, Mayor Cindy Tzafopoulos, City Clerk

**Exhibit A**

***List of Equivalent funds for Class I Trails***

| Fiscal Year | Funding Source | Amount |
|---|---|---|
| 2018-19 | General Fund - Transferred to Fund 241 | 80,400 |
| 2018-19 | General Fund - Resolution 2019-116 for Vine Trail | 19,250 |
| 2019-20 | General Fund Transferred to Fund 241 | 85,000 |
| 2020-21 | General Fund Transferred to Fund 242 | 31,000 |
| 2021-22 | General Fund Transferred to Fund 243 | 85,000 |
| 2022-23 | General Fund - Resolution 2023-10 for Vine Trail | 15,403 |
| 2022-23 | General Fund Transferred to Fund 244 | 85,000 |
| **Total Class I Trails Contributuions** | | **401,053** |

# Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Mario Traverso, Project Manager |
| **SUBJECT:** | Consideration of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, January 23, 2024, to consider objections to the proposed annexation of the properties known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), into the St. Helena Municipal Sewer District No.1, MSD Annexation No. 147; and 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 148. |
| **RECOMMENDED ACTION:** | Staff request City Council to adopt a resolution to consider the applicants' requests and order a public hearing to be scheduled for January 23, 2024. |
| **PREVIOUS COUNCIL ACTION:** | None. |
| **STATEMENT OF THE PURPOSE:** | Consideration of a resolution to set a public hearing to consider objections to the proposed annexations into the St. Helena Municipal Sewer District No. 1. |
| **FINANCIAL IMPACT:** | None. |

**BACKGROUND:**

Any property that wishes to connect and utilize the sanitary sewer system in the City of St. Helena must be annexed into the Municipal Sewer District No. 1. All applications for annexations shall be approved by the City Council pursuant to the requirements of state law (SHMC § 13.20.040). State law details the requirements for special district annexations in Health and Safety Code Section 4600. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer.

The process for a property to be annexed requires that a resolution be adopted ordering a public hearing by an affirmative vote of at least two-thirds of all the members of the City Council (HSC § 4643). The resolution is required to contain the following information and finding:

(a) Describe the boundaries of the territory proposed to be annexed.
(b) Designate the proposed annexation by an appropriate number.
(c) Declare that the area to be annexed to the district will be benefited by such annexation.

(d) Name the time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of any land described in the resolution.

Once adopted, the resolution, together with the names of the members of the City Council voting for and against it, must be published for two successive weeks in a newspaper of general circulation and published in the City. The first publication shall not be more than 60 days nor less than 30 days prior to the date fixed for the hearing. Additionally, copies of the resolution shall also be posted in three public places within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing. Similarly, a copy of the resolution shall also be mailed, postage prepaid, to each person to whom land in the area to be annexed is assessed as such owner is shown on the last equalized county assessment roll, at the address as shown upon the roll, and to each person who has any interest in any land within the area to be annexed whose name and address and a designation of the land in which they are interested is on file in the office of the City Clerk.

At the time established for the public hearing, the City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District, which will also require at least four affirmative votes. Upon a determination by the Council that the Property will be benefited by the annexation; certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect as provided in Section 4613. Upon recordation of the resolution, the Property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District. If the City Council approves the resolution following the public hearing on January 23, 2024, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to collect outstanding fees, obtain required encroachment and building permits.

**DISCUSSION:**
The City of St. Helena Public Works has received annexation applications from the following parties:

Alexander Vinedo LLC, owner of 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), has applied to be annexed into the St. Helena Municipal Sewer District No.1 ("District"), MSD Annexation No. 147; and Taryn Hoppe & Niranjan Srinivas, owners of 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), have applied to be annexed into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 148.

The application fees have been collected. Location maps and descriptions for the properties are attached. Staff request City Council to consider the applicants' annexation requests and order a public hearing to be scheduled for January 23, 2024.

**ENVIRONMENTAL REVIEW:**
Annexations to the District provide access to the City's sanitary sewer and wastewater treatment facilities. The City is agreeable to the abandonment of onsite wastewater treatment systems (septic systems).

**DOCUMENTS ATTACHMENTS:**

Resolution - 855 Pratt and 1532 Sulphur Springs Hearing
Exhibit A - 855 Pratt Parcel Map
Exhibit B -1532 Sulphur Springs Parcel Map

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**(1) Consideration of a Resolution to set a Public Hearing for 6:00 p.m., Tuesday, January 23, 2024, to consider objections to the proposed annexation of the properties known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 147; and 1532 Sulphur Springs Avenue, St. Helena, CA(APN 009-362-019), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 148.**

### RECITALS

A. The owner of 855 Pratt Avenue, St Helena, CA(APN 009-030-063) has requested annexation into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 147; and

B. The owners of 1532 Sulphur Springs Avenue, St. Helena, CA(APN 009-362-019), have requested annexation into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 148; and

C. The legal descriptions and boundaries for the Properties to be annexed are provided in Exhibits A and B.

### RESOLUTION

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

1. The City Council declares that the areas to be annexed to the district will be benefited by such annexation; and
2. A hearing to consider any objection to the proposed annexation of the properties into the City of St. Helena Municipal Sewer District No. 1 is hereby set for Tuesday, January 23rd, 2024, commencing at 6:00 PM or soon thereafter as the matter can be heard, at the Vintage Hall Board Room, 465 Main Street, St. Helena, California; and
3. The City Clerk shall cause a certified copy of this resolution, together with the names of the members of the City Council voting for and against it, to be published once a week for two successive weeks in a newspaper of general circulation in accordance with Health and Safety Code Section 4610; and
4. The City Clerk shall cause a certified copy of this resolution to be posted in three public places within the area to be annexed in accordance with Health and Safety Code Section 4610; and
5. The City Clerk shall cause a certified copy of this resolution to be mailed to each person to whom land in the area to be annexed as shown on the last county assessment roll in accordance with Health and Safety Code Section 4610.

Approved at a Regular Meeting of the St. Helena City Council on December 12th, 2023 by the following vote:

| | |
|---|---|
| Mayor Dohring: | _____ |
| Vice Mayor Hall: | _____ |
| Councilmember Chouteau: | _____ |
| Councilmember Hardy: | _____ |
| Councilmember Summers: | _____ |

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

# COUNTY ASSESSOR'S PARCEL MAP

## PTN. RANCHO CARNE HUMANA

9–03

Tax Area Code
3000
3002

1" = 400'

BK. 25 10 | BK. 25 36 | BK. 25 11 | BK. 25 14 | BK. 25 12

SILVERADO TRAIL | NAPA RIVER | HOWELL MTN. RD. | PRATT AVE. (HUDSON ST.) | FULTON LANE | HUNT SPRINGS | MONTE VISTA AVE. | CHILES AVE | PAULSON CT. | POPE ST. | SULPHUR CREEK | EASTERLY | SOUTHERLY | N.V.W.T. | R.R.

85001 | 3000 | 3002

02 | 01 | 56 | 07 | 50 | 40 | 19 | 15

2 — 15.80 Ac.
3 — 13.00 Ac.
4 — 15.50 Ac.
56 — 15.69 Ac.±
58 — 4.70 Ac.±
59 — 38.26 Ac.±
36 — 34.22 Ac.
35 — 5.91 Ac.
2P/M70–1
39 — 1.37 Ac.
42 — 1.26 Ac.
17P/M58 –2
11P/M91 –2
38 — 11P/M91 –1
27
43 — 17P/M58 –1
12R/S43 –A
05 — 30.50 Ac.
04
22
40 — 12P/M5–1 — 5.00 Ac.
12P/M5–2
41 — 14.47 Ac.
57 — 16.90 Ac.±
41R/S23
19 — 5.01 Ac.
26R/S64
72
55
57
32
13 — 3.58 Ac.± — 42R/S13
77
60 — 1.00 Ac.± — LLA 11–21
62 — 11.84 Ac.± — 48RS22
63 — 1.38 Ac. — 48RS22
LLA 96–132 LLA 11–21 LLA 18–72
51 — 6.94 Ac. — LLA 96–132
PTN. SBE 894–28–6A–2
PTN. S.B.E. 894–28–6A–2
54 — 1.81 Ac.± — LLA 2004–72
55 — LLA 2004–72
LLA 2008–04 41R/S23
LLA 2008–04
14 | 24 | 23

DETAIL B
SCALE:1"=200'

DETAIL A
SCALE:1"=300'

SEE DETAIL B | SEE DETAIL A

18.00' B/W

10' P.U.E. R/W

NOTE: This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

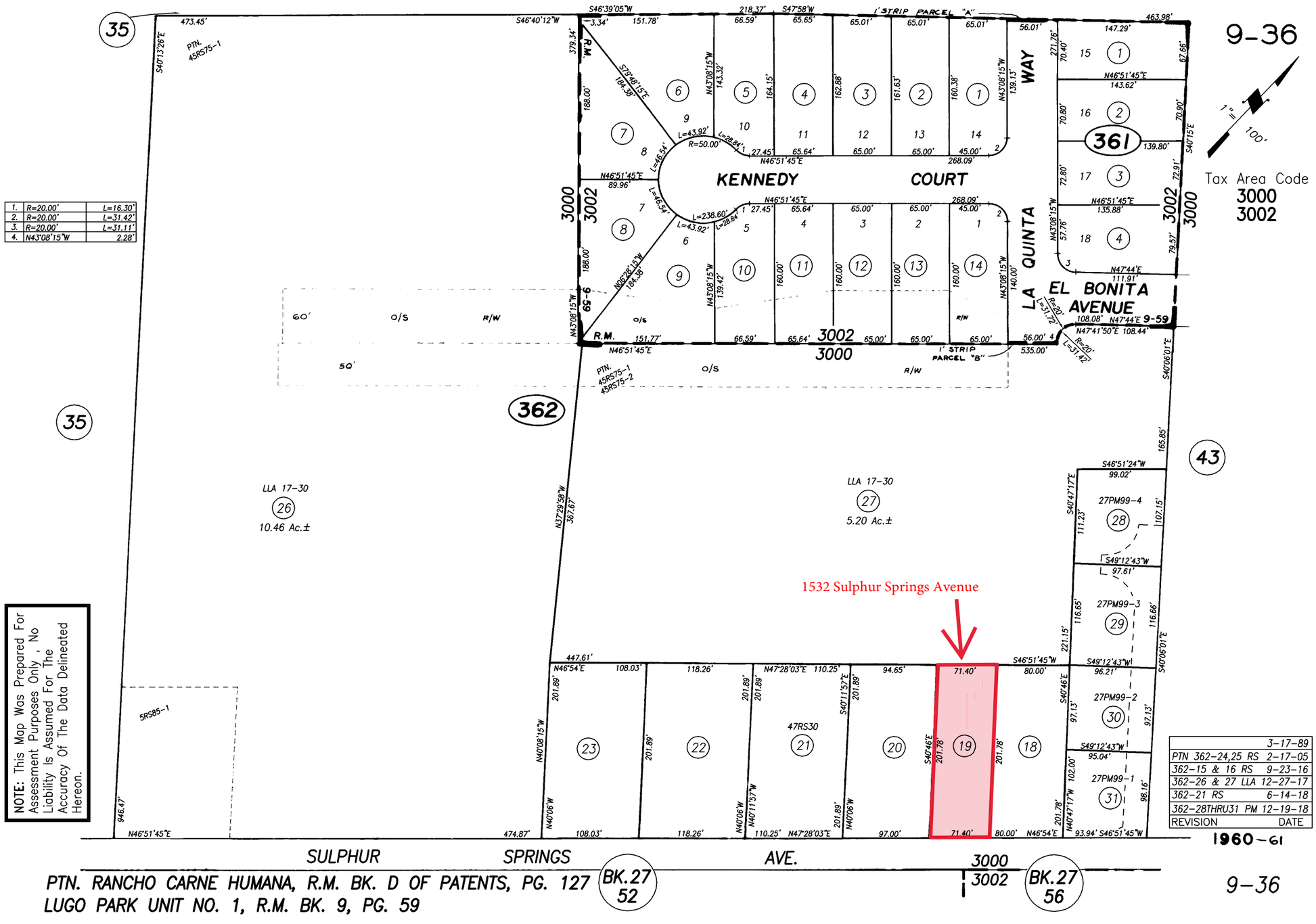
855 Pratt Ave

| | | |
|---|---|---|
| 1. | R=430.00' | L=89.81' |
| 2. | S27°55'W | 4.47' |
| 3. | N27°00'W | 171.60' |
| 4. | S76°30'E | 115.50' |
| 5. | S76°30'E | 87.90' |
| 6. | N71°25'37"E | 185.08' |
| 7. | N85°13'25"E | 325.34' |
| 8. | N54°00'W | 62.04' |
| 9. | S28°45'W | 68.70' |
| 10. | S72°21'E | 71.40' |
| 11. | S71°58'42"W | 70.63' |
| 12. | N61°37'42"W | 22.90' |
| 13. | S71°58'42"E | 2.96' |
| 14. | S30°24'E | 64.19' |
| 15. | N62°56'26"W | 77.73' |
| 16. | S61°37'42"E | 234.63' |
| 17. | N61°34'40"W | 234.63' |
| 18. | N60°11'W | 47.86' |
| 19. | S87°11'W | 1.49' |
| 20. | N51°49'W | 47.13' |
| 21. | N65°11'W | 32.81' |
| 22. | N65°11'W | 80.88' |
| 23. | N54°30'W | 193.17' |
| 24. | N69°50'W | 92.83' |
| 25. | N58°44'W | 87.46' |
| 26. | S59°31'13"W | 160.52' |
| 27. | N48°52'W | 162.83' |
| 28. | R=3500' | L=74.98' |
| 29. | R=350' | L=74.98' |
| 30. | N47°49'W | 198.27' |
| 31. | S42°11'W | 15.92' |
| 32. | S42°11'W | 70.00' |
| 33. | N47°49'W | 158.00' |
| 34. | S42°11'W | 84.50' |
| 35. | N42°11'E | 31.60' |
| 36. | N47°49'W | 125.00' |
| 37. | S41°10'50"W | 112.34' |
| 38. | S41°10'50"W | 110.30' |
| 39. | N45°25'E | 72.93' |
| 40. | N22°13'43"E | 157.59' |
| 41. | N49°41'39"W | 130.81' |
| 42. | S49°07'46"E | 128.13' |
| 43. | N26°57'36"E | 154.39' |
| 44. | S41°58'53"W | 72.93' |

| | |
|---|---|
| 030–60 & 61 LLA | 10–31–11 |
| PTN RS 030–54 | 11–29–11 |
| 030–13 RS | 2–15–13 |
| 030–62 & 63 LLA | 4–5–19 |
| 030–62 & 63 RS | 6–12–19 |
| 030–38 TRA CHG | 12–31–21 |
| REVISION | DATE |

REVISIONS 1954
RETRACED 1978

9–03




| | | |
|---|---|---|
| 1. | R=20.00' | L=16.30' |
| 2. | R=20.00' | L=31.42' |
| 3. | R=20.00' | L=31.11' |
| 4. | N43°08'15"W | 2.28' |

**NOTE:** This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

| REVISION | DATE |
|---|---|
| 362-28THRU31 PM | 12-19-18 |
| 362-21 RS | 6-14-18 |
| 362-26 & 27 LLA | 12-27-17 |
| 362-15 & 16 RS | 9-23-16 |
| PTN 362-24,25 RS | 2-17-05 |
| | 3-17-89 |

1960-61

9-36

# Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Mario Traverso, Project Manager |
| **SUBJECT:** | Consideration and Adoption of a Resolution approving the Pavement Management Plan 5-Year List of Projects and approving the Measure T 5-Year List of Projects. |
| **RECOMMENDED ACTION:** | Adopt the Resolution. |
| **PREVIOUS COUNCIL ACTION:** | The 5-Year Pavement Management Plan strategy and scenarios was presented to City Council on November 28, 2023. Council directed staff to proceed with a delivery approach of maximizing overlay projects during the odd years of the Plan and maximizing microsurfacing projects during the even years of the Plan. |
| **STATEMENT OF THE PURPOSE:** | Consideration and proposed adoption of a Resolution approving the Pavement Management Plan 5-Year List of Streets and approving the Measure T 5-Year List of Projects. |
| **FINANCIAL IMPACT:** | No net fiscal impact. This request only provides for a projects eligibility for funding and expenditure through Measure T. Actual fiscal impacts and expenditures are authorized through subsequent Council actions. |

**BACKGROUND:**

The Napa Countywide Road Maintenance Act, commonly known as "Measure T" is a 25-year period half-cent sales tax to fund improvements and maintenance of under-funded local streets and roads as well as supporting multimodal transportation infrastructure. To be made eligible for Measure T funding and expenditure, a project list must be publicly vetted, supported by a resolution and obtain concurrence with the Napa Valley Transportation Authority Tax Authority Board. Approved project lists are submitted to the Napa Valley Transportation Authority on a biennial basis. The City's prior project list submittal and approval occurred in December 2021 with an update submitted in May 2023. This list of projects includes many streets Capital Improvement Program projects and the listing of street segments scheduled for restoration and maintenance treatments as defined by the City's *5-Year Pavement Management Plan*. The listing of a project or street on the list only provides for the eligibility of Measure T funding, subsequent Council approvals are needed for the actual delivery and expenditure of the project. The City's updated 5-Year project list is due to the NVTA for approval by December 30, 2023.

**DISCUSSION:**
Measure T is a significant funding source that has supported many roadway improvements and capital improvement projects in the City since 2016 including:

- ***2016*** *- Restoration of Charter Oak Avenue, Brown Street, Allison Avenue Area*
- ***2018*** *- Restoration of Monte Vista, Grove Ct, Hunt Ave, El Bonita Ave, La Quinta Ave*
- ***2019*** *- Restoration of Crinella Drive, Park St, Spring St west of Sylvaner Avenue, Money Way*
- ***2020*** *- Downtown Sidewalk Improvement Project Design*
- ***2022*** *- Restoration of College Ave, Voorhees Cir, Sections of Railroad Ave, Pratt Ave, Stockton St, Pope St*

Current projects receiving Measure T funding include:

- ***2023/24 Pavement Restoration Project -*** *Current construction, reoccurring annually*
- ***Downtown Sidewalk Improvements Project -*** *Phase 1a construction anticipated in Summer 2024*
- ***Grayson and South Crane Rehab Project -*** *Grayson construction current, S Crane construction anticipated in July 2024*
- ***Active Transportation & Safe Routes to School -*** *Early 2024 implementation*
- ***Crosswalk improvements at College Avenue -*** *Completed, pending installation of RRFBs*
- ***Crosswalk Improvements on Main Street/Highway 29 and Pratt Ave and Elmhurst Ave -*** *Construction early 2024, included with Pavement Restoration*
- ***Oak Avenue Rehabilitation -*** *Currently in design, construction anticipated summer 2024*

Measure T may be used to support a variety of transportation related projects, a list of eligible project types is provided in attachment 3. Additional projects, or certain components of projects in the current CIP have been identified as eligible for Measure T expenditure and Staff will request periodic updates to the Measure T project list to include additional projects as they further develop.

Items in the proposed Measure T project list in A**ttachment 2**, are comprised of two components: individual projects and the listing of street segments that will comprise the annual Pavement Restoration project. A map of the street segments is presented in **Attachment 4**.

On November 28, 2023, Staff presented an overview of the City's Pavement Management Program. This included the presentation and acceptance of the Pavement Technical Assistance Program (P-TAP) Final Report as well as various 5-Year street segment lists which highlighted varying strategic approaches. The 5-Year street segment list has been developed as follows:

- The 2024 P-TAP 5-Year project scenario is used as an un-biased, strategic 5-Year project "baseline."
- The uncompleted project years of the 2021 5-Year list (current), including Year 3, Year 4 and Year 5, are incorporated to the 2024 P-TAP 5 Year project list in efforts to maintain delivery consistency.
- Planned and anticipated CIP projects and development projects which include utilities and pavement restoration are coordinated with the years they are anticipated.
- Specific street segments are organized and modified to promote a balance of strategic localization geographic equity and treatment types.
- The plan is reviewed, ensuring that the project scopes and budgets are feasible, and treatments are appropriate and adjustments are made.
- Various strategic scenarios are generated and presented to Council for review and comment, adjustments are made and the list is finalized

Council provided the strategic direction of *Alternating Treatment Types* for the 5-Year list of streets. This strategy involves performing overlay and microsurface treatment on alternating years. The proposed list of streets in **Attachment 4** and **Attachment 5** represents the alternating treatment strategy, while maintaining general conformance with the 2024 P-TAP 5-Year project list and the project scopes from the uncompleted 2021 5-Year list, while accounting for budget, planned projects, localization, geographic equity, and Council and community priorities. Given this alternating treatment type approach the first year (2024) pavement project is anticipated to be larger then usual at $3,000,000 and will cover many areas in town, the second year will involve the smaller microsurface project at $200,000. Additionally, the annual revenue from Measure T is currently $1.7 million (increasing from 1.5M$ in 2023) and is projected to continue to increase. The above numbers do not include the accumulated Measure T amount of $3.6 million which can be utilized to increase the pace of road improvements by deploying the full amount for roads, or be set aside for the rehabilitation of the downtown sidewalks or other projects. Additionally, it is important to understand that the 5-Year Project list and the street segment list will be subject to subsequent updates or revisions. This may be necessary in the following situations:

- **A project or street segment is delayed or accelerated from the anticipated year of construction:** As an example, Oak Avenue is currently listed in Year 3 of the 5-Year plan. This projected year assignment is contingent on the water, storm, and sewer utilities being replaced in the preceding year. Currently, funding has not been identified for the water and sewer replacement components. If funding is not secured, there will be a delay in the roadway rehabilitation. Possibly, other streets will be moved into Year 3 to utilizes the budget allocation.
- **It is determined that the utilities in the selected roadway segment need to be replaced:** The City is currently executing the City-wide Sewer Inspection Project which is video documenting and "grading" every length of sewer pipe in the City. The City will be provided a detailed assessment which will be used to scope the High Priority Sewer Main Replacement Project Capital Improvement

Project. Some street segments may need to be reprioritized once the results of the sewer inspection project are confirmed.

- **Adoption of new projects:** A significant portion of the current streets capital improvement projects are projects that have been in the CIP since 2019. Various circumstances including the pandemic, funding issues, and staff transitions have contributed to a general delay in the delivery of these projects. As these projects are anticipated to be completed in the next year, newly approved projects may need to draw funding from Measure T which could result in a reprioritization of the 5-Year list schedule.
- **Project delivery strategy update:** Council or leadership may opt to allocate Measure T resources and revenue to advance unfunded projects.

The proposed Measure T 5-Year project list in **Attachment 2** includes the current streets CIP projects listed above, which are to remain on the list until project completion. Additionally, the proposed 5-Year project list includes the street segment details that will comprise the annual Pavement Restoration Projects. Staff requests Council to approve the resolution confirming the proposed list. Upon approval, staff will submit the list to the Napa Valley Transportation Authority Tax Board for approval.

**ENVIRONMENTAL REVIEW:** None

**DOCUMENTS ATTACHMENTS:**

Attachment 1 - Resolution Measure T Project List
Attachment 2 - Measure T List 2023
Attachment 3 - Eligible Measure T Expenses
Attachment 4 - Map of Street Segments
Attachment 5 - List of Sections

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**Consideration and proposed adoption of a resolution approving the Measure T 5-Year Project list; and approving the Pavement Management Program 5-Year list of streets.**

### RECITALS

A. On November 6, 2012, the voters of Napa County passed the Napa Countywide Road Maintenance Act, also known as Measure T, which imposes a half cent transaction and use tax to provide supplemental funding for road maintenance as detailed in the Measure T Expenditure Plan; and

B. The Napa Valley Transportation Authority (NVTA) is the designated agency that administers and oversees the Measure T revenues; and

C. The City of St. Helena is an eligible recipient of Measure T funds; and

D. The tax proceeds will be used to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County ("Local Agencies"); and

E. Under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure policies and procedures; and

F. The City of St. Helena has entered into a Master Agreement with NVTA that outlines procedures for Measure T expenditures; and

G. In accordance with the procedures, an approved project list is due to be submitted by December 30 , 2023 to NVTA to be made eligible for Measure T expenditures; and

H. The Measure T project list includes the Pavement Management 5-Year list of streets scheduled for Pavement Restoration; and

I. All Measure T projects will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq*.; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

**RESOLUTION**

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

1. Approves the Pavement Management Plan 5-Year list of streets; and
2. Approves the Measure T project list; and
3. Authorizes staff to submit the project list to the Napa Valley Transportation Authority Tax Authority Board for approval.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2023, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau:_____

Councilmember Hardy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Exhibit A

## Measure T Napa Countwide Road Maintenance Act

Jurisdiction Name: City of St. Helena
Primary Contract #1
Secondary Contract #2: Joe Leach — Em jleach@cityofsthelena.or — Phone: 707-968-2629

Mandy Kellogg — Em mkellogg@cityofsthelena — Phone: 707-968-2649

Fiscal Years Included: FY #1 2023-24 FY #2 2024-25 FY 2025-26 FY#4 2026-27 FY#5 2027-28

**Maintenance of Effort (MOE)**

Please provide the following information to establish MOE amount and to validate information:
1. Attach copies of Local Streets and Roads State Controller Reports for three years - FY 2007-08, FY 2008-09, FY 2009-10
2. Attach independent auditors validation for *each* Local Streets and Roads State Controller Report

3. Enter MOE Amounts Claiming: FY 2007-08 $261,217 FY 2008- $510,388 FY 2009- $365,963
4. Enter Certified MOE Amount: **Total MOE:** $379,189

**Please note:** Eligible expenses include local streets and roads maintenance and supporting infrastructure within the public right of way for pavement, sealing, overlays, reconstruction, associated infrastructure, as required, excluding any local revenues expended for the pupose of storm damage repair as verified by an independent auditor. One time allocations that have been expended for local streets and road maintenance, but which may not be available on an ongoing basis shall not be considered when calculating an Agency's annual maintenance of effort.

**Planned Measure T Expenditures**
Please provide Five (5) year planned streets and road maintenance projects beginning in FY 2023-29 **(add rows as needed)**:

| Project # | Fiscal Year | Total Project Cost | Measure T Amount | Federal Funds | State Funds | Other Local Funds | Project Scope | Project Phase | Location (intersection, mile marker, length of alignment) | Is the Project Included in the Countywide Transportation Plan? | Is the Project in the Jurisdiction's Capital Improvement Plan? |
|---|---|---|---|---|---|---|---|---|---|---|---|
| R23-79 | 2023/24 | $ 90,109 | $ 90,109 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Allyn Avenue - Tainter St to Spring St, 560' | No | Yes |
| R23-79 | 2023/24 | $ 85,000 | $ 85,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Dowdell Lane - 200' W La Fata to Montesori, 650' | No | Yes |
| R23-79 | 2023/24 | $ 297,098 | $ 297,098 | $ - | $ - | $ - | 3" AC OL w/Fabric | Construction | Silverado Trail 175' N/O Howell Mountain Rd to City Limits (S), 1,475' | No | Yes |
| R23-79 | 2023/24 | $ 20,000 | $ 20,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Consturction | Pope Street Bridge | No | Yes |
| R23-79 | 2023/24 | $ 750,000 | $ 750,000 | $ - | $ - | $500,000 | 3" AC OL w/Fabric | Consturction | Grayson Ave from Main Street to Crane Avenue | No | Yes |
| R23-79 | 2023/24 | $ 5,000 | $ 5,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | White Sulphur Springs at County Line | No | No |
| R23-79 | 2023/24 | $ 25,000 | $ 25,000 | $ - | $ - | $ - | Road Repair, subbase and overlay | Construction | Mills and La Fata Intersection Repair | No | No |
| R21-02 | 2023/24 | $ 125,000 | $ 75,000 | $ - | $50,000 | $ - | Pedestrian Safety - Crosswalk / Curb Ramps | Construction | Pratt and Elmhurst at Main Street | No | Yes |
| ATP/SRTS | 2023/24 | $ 50,000 | $ 50,000 | $ - | $ - | $ - | Pedestrian Safety - Crosswalk / Curb Ramps | Design / Construction | Safe Routes to School Implementation, Madrona and Spring St intersections | No | No |
| R24-02 | 2023/24 | $ 75,000 | $ 75,000 | $ - | $ - | $ - | Oak Avenue Surface Restoration | Design | Oak Avenue from Madrona Ave to Adams St | No | Yes |
| R24-79 | 2023/24 | $ 132,000 | $ 132,000 | $ - | $ - | $ - | R23-79 CM / R24-27 Design | Design | Various Locations, See Below | No | Yes |
| R18-81 | 2023/24 | $ 1,500,000 | $ 300,000 | $1,200,000 | | | Downtown Sidewalk Restoration | Design / Construction | Possible to start in FY, if not will continue to next | Yes | Yes |
| | 2023/25 | | $ 135,000 | | | | Vine Trail | Design | Vine Trail | Yes | No |
| MOU | 2023/24 | $ 379,189 | $ - | $ - | $ - | $ 379,189 | Maintenance Program: Pothole, Striping, Sidewalk, Curb & Gutter Repair | Construction | Various locations as needed | No | N/A |
| **Total FY 2023/24** | | **$ 3,533,396** | **$ 2,039,207** | **$1,200,000** | **$ 50,000** | **$ 879,189** | | | | | |
| | | | | | | | | | | | |
| R21-01 | 2024/25 | $ 76,500 | $ 76,500 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Andrea Ave, Kearney to Oak, 420 | No | Yes |
| R24-79 | 2024/25 | $ 175,000 | $ 175,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Chablis Cir, Pinot to Pinot, 1200 | No | Yes |
| R24-79 | 2024/25 | $ 100,000 | $ 100,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Chardonay Way, Pinot to Spring, 515 | No | Yes |
| R24-79 | 2024/25 | $ 63,000 | $ 63,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Columbard Ct, Chardonay to End, 410 | No | Yes |
| R24-79 | 2024/25 | $ 103,000 | $ 103,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Edwards St, Hunt to Pope, 750 | No | Yes |
| R24-79 | 2024/25 | $ 120,000 | $ 120,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Hunt Ave, Edwards to June, 700 | No | Yes |
| R21-01 | 2024/25 | $ 222,000 | $ 222,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Kearney St, Hillview to Adams, 1440 | No | Yes |
| R24-79 | 2024/25 | $ 181,000 | $ 181,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Pinot Way, Sylvaner to End, 1166 | No | Yes |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| R24-79 | 2024/25 | $ 271,000 | $ 271,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | S Crane Ave, Grayson to Sulphur Springs, 2320 | No | Yes |
| R24-79 | 2024/25 | $ 530,000 | $ 530,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Sylvaner Ave, Spring to Spring, 3170 | No | Yes |
| R24-79 | 2024/25 | $ 113,700 | $ 113,700 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Hunt Ave, Main to Edwards, 2600 | No | Yes |
| R24-79 | 2024/25 | $ 535,250 | $ 535,250 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Pratt, Treasury DW to Bridge, 4000 | No | Yes |
| R24-79 | 2024/25 | $ 225,000 | $ 225,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Spring St, Hudson to Allyn, 1240 | No | Yes |
| R24-79 | 2024/25 | $ 128,700 | $ 128,700 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Birch St, Valleyview to N Crane, 780 | No | Yes |
| R25-79 | 2024/25 | $ 120,000 | $ 120,000 | $ - | $ - | $ - | R24-79 CM / R25-79 Design | Design | Various Locations Below | No | Yes |
| | 2024/25 | $ 50,000 | $ 50,000 | $ - | $ - | $ - | Storm Drain Repairs, Drainage Improvements | Construction | S Crane Ave, Mills Ln, Various Areas | No | Yes |
| R24-02 | 2023/24 | $ 75,000 | $ 75,000 | $ - | $ - | $ - | Oak Avenue Surface Restoration | Design | Oak Avenue from Madrona Ave to Adams St | No | Yes |
| ATP/SRTS | 2024/25 | $ 50,000 | $ 50,000 | $ - | $ - | $ - | Pedestrian Safety - Crosswalk / Curb Ramps | Construction | Safe Routes to School Implementation, Madrona and Spring St intersections | No | Yes |
| MOU | 2023/24 | $ 379,189 | $ - | $ - | $ - | $ 379,189 | Maintenance Program: Pothole, Striping, Sidewalk, Curb & Gutter Repair | Construction | Various locations as Needed | No | No |
| **Total FY 2024/25** | | **$ 3,518,339** | **$ 3,139,150** | | | **$ 379,189** | | | | | |
| | | | | | | | | | | | |
| R25-79 | 2025/26 | $ 45,000 | $ 45,000 | $ - | $ - | $ - | Microsurface | Construction | Adams St, Hudson to Oak, 2300 | No | Yes |
| R25-79 | 2025/26 | $ 3,000 | $ 3,000 | $ - | $ - | $ - | Microsurface | Construction | Doris Avenue - Vineyard Ave to End (W), 120' | No | Yes |
| R25-79 | 2025/26 | $ 4,000 | $ 4,000 | $ - | $ - | $ - | Microsurface | Construction | Doris Court - Vineyard Ave to End (E), 190' | No | Yes |
| R25-79 | 2025/26 | $ 14,000 | $ 14,000 | $ - | $ - | $ - | Microsurface | Construction | Hillview Place, Madrona to End, 800 | No | Yes |
| R25-79 | 2025/26 | $ 5,200 | $ 5,200 | | | | Microsurface | Construction | Kearney St, Tainter to Spring, 374 | No | Yes |
| R25-79 | 2025/26 | $ 11,000 | $ 11,000 | $ - | $ - | $ - | Microsurface | Construction | Oak Ave, Hillview to Madorna, 500 | No | Yes |
| R25-79 | 2025/26 | $ 15,000 | $ 15,000 | $ - | $ - | $ - | Microsurface | Construction | Church St, Hunt to Pope | No | Yes |
| R25-79 | 2025/26 | $ 35,000 | $ 35,000 | $ - | $ - | $ - | Microsurface | Construction | Vineyard Ave, Madrona to End, 2000 | No | Yes |
| | 2024/25 | $ 50,000 | $ 50,000 | $ - | $ - | $ - | Storm Drain Repairs, Drainage Improvements | Construction | S Crane Ave, Mills Ln, Various Areas | No | Yes |
| R25-79 | 2025/26 | $ 120,000 | $ 120,000 | $ - | $ - | $ - | R25-79 CM / R26-79 Design | Design | Various Locations Below | No | Yes |
| MOU | 2025/26 | $ 379,189 | $ - | $ - | $ - | $ 379,189 | Maintenance Program: Pothole, Striping, Sidewalk, Curb & Gutter Repair | Construction | Various Location as Needed | No | No |
| **Total FY 2025/26** | | **$ 681,389** | **$ 302,200** | **$ -** | **$ -** | **$ 379,189** | | | | | |
| | | | | | | | | | | | |
| R26-79 | 2026/27 | $ 150,000 | $ 150,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | McCorkle, Allison to End, 1100 | No | Yes |
| R26-79 | 2026/27 | $ 188,000 | $ 188,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Meadowcreek Cir, Starr to Starr, 1110 | No | Yes |
| R26-79 | 2026/27 | $ 437,000 | $ 437,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Sulphur Springs, Arrowhead to Vallejo, 4000 | No | Yes |
| R26-79 | 2026/27 | $ 1,000,000 | $ 1,000,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Oak Ave, Madrona to Mitchell, 7601 | No | Yes |
| R26-79 | 2026/27 | $ 310,000 | $ 310,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Stockton, Hillview to Spring, 6907 | No | Yes |
| R26-79 | 2026/27 | $ 165,000 | $ 165,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Allyn Ave, Madrona to Adams, 860 | No | Yes |
| R26-79 | 2026/27 | $ 300,000 | $ 300,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Pine St, Hudson to Allyn, 610 | No | Yes |
| R26-79 | 2026/27 | $ 115,000 | $ 115,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Charter Oak Carwash to End, 2500 | No | Yes |
| R26-79 | 2026/27 | $ 180,000 | $ 180,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Pine St, Allyn to End, 480 | No | Yes |
| | 2026/27 | $ 120,000 | $ 120,000 | | | | R26-79 CM / R27-79 Design | Design | Various Location Below | No | Yes |
| MOU | 2026/27 | $ 379,189 | $ - | $ - | $ - | $ 379,189 | Maintenance Program: Pothole, Striping, Sidewalk, Curb & Gutter Repair | Construction | Various locations as Needed | No | No |
| **Total FY 2026/27** | | **$ 3,344,189** | **$ 2,965,000** | **$ -** | **$ -** | **$ 379,189** | | | | | |
| | | | | | | | | | | No | Yes |
| R27-79 | 2027/28 | $ 41,000 | $ 41,000 | $ - | $ - | $ - | Microsurface | Construction | La Fata, Millls to Vintage, 1500 | No | Yes |
| R27-79 | 2027/28 | $ 39,000 | $ 39,000 | $ - | $ - | $ - | Microsurface | Construction | North Crane, Spring to Brich, 1350 | No | Yes |
| R27-79 | 2027/28 | $ 33,000 | $ 33,000 | $ - | $ - | $ - | Microsurface | Construction | Chiles Ave, Pope to Signorelli, 1220 | No | Yes |
| R27-79 | 2027/28 | $ 16,000 | $ 16,000 | $ - | $ - | $ - | Microsurface | Construction | Olive Ave, Hudson to Valleyview, 610 | No | Yes |
| R27-79 | 2027/28 | $ 29,000 | $ 29,000 | $ - | $ - | $ - | Microsurface | Construction | Signorelli, Chiles to Chiles, 1055 | No | Yes |
| R27-79 | 2027/28 | $ 12,000 | $ 12,000 | $ - | $ - | $ - | Microsurface | Construction | Paulson CT, Pope to End, 415 | No | Yes |
| R27-79 | 2027/28 | $ 45,000 | $ 45,000 | $ - | $ - | $ - | Microsurface | Construction | Starr Ave, Hunt to Pope, 7000 | No | Yes |
| R25-79 | 2025/26 | $ 6,000 | $ 6,000 | $ - | $ - | $ - | Microsurface | Construction | Harvest Ln, Starr to End, 220 | No | Yes |
| R27-79 | 2027/28 | $ 26,000 | $ 26,000 | $ - | $ - | $ - | Microsurface | Construction | Adams St, RR to End, 3800 | No | Yes |
| | 2027/28 | $ 120,000 | $ 120,000 | $ - | $ - | $ - | R27-79 CM / R28-79 Design | Design | Various Locations | No | Yes |
| MOU | 2027/28 | $ 379,189 | $ - | $ - | $ - | $ 379,189 | Maintenance Program: Pothole, Striping, Sidewalk, Curb & Gutter Repair | Construction | Various locations as Needed | No | No |
| **Total FY 2027/28** | | **$ 746,189** | **$ 367,000** | **$ -** | **$ -** | **$ 379,189** | | | | | |
| | | | | | | | | | | No | Yes |
| R28-79 | 2028/29 | $37,500 | $37,500 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Mitchell, Main to N Crane, 2290 | No | Yes |
| R28-79 | 2028/29 | $250,000 | $250,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Vintage, McCormick to End, 1290 | No | Yes |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| R28-79 | 2028/29 | $100,000 | $100,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Dowdell Ln, Montessori to 759, 710 | No | Yes |
| R28-79 | 2028/29 | $100,000 | $100,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Vidovich Ave, Main to End, 441 | No | Yes |
| R28-79 | 2028/29 | $50,000 | $50,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Spring St, Main to End, 330 | | |
| R28-79 | 2028/29 | $200,000 | $200,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Fulton Ln, Main to 25 Sign, 3450 | No | Yes |
| R28-79 | 2028/29 | $275,000 | $275,000 | $ - | $ - | $ - | 2" AC OL w/Fabric | Construction | Hudson Ave, Madrona to Spring, 6000 | No | Yes |
| | 2028/29 | $120,000 | $120,000 | $ - | $ - | $ - | R28-79 CM / R29-79 Design | Design | Various Locations | No | Yes |
| MOU | 2028/29 | $379,189 | | $ - | $ - | $379,189 | Maintenance Program: Pothole, Striping, Sidewalk, Curb & Gutter Repair | Construction | Various locations as Needed | No | Yes |
| **Total FY 2028/29** | | **$ 1,511,689** | **$ 1,132,500** | $ - | $ - | **$ 379,189** | | | | | |
| | | | | | | | | | | | |

**Equivalent Fund Class 1 Multi-Purpose Paths:**

Please provide a five year multi-purpose Expenditures beginning in FY 2022-27 **(add rows as**

| Project # | Fiscal Year | Total Project Amount | Measure T Amount | Federal Funds | State Funds | Other Local Funds | Project Description | Project Phase (Env, PS&E, Construction) | Location (intersection, mile marker, length of alignment) | Project Included in Countywide | Project in Jurisdiction's Capital |
|---|---|---|---|---|---|---|---|---|---|---|---|
| VineTrail | 2024-25 | | $900,000 | | | | City participation of Vine Trail | Design | Oak Ave, Mittchell to Elmhurst, Pratt | N/A | N/A |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Note: The amount of a jurisdiction's annual bike expenditure must be a minimum of 6.67% of the anticipated revenue amount received from Measure T each year. Estimates by jurisdiction are shown on the table labeled "Measure T Revenue Estimates". Funding for Class 1 Multi-use path projects that are funded by philanthropy, state discretionary funding or federal discretionary funding shall not count as part of the 6.67 % expenditure obligation required to be eligible to receive Measure T revenues.

Comment: Please provide any additional information to explaing your project list. E.g. This project list is the jurisdiction's CIP, the jurisdiction opted to include additional projects to have flexibility in completing a variety of projects

The City of St. Helena is in a transitional phase and there are certain unknows which will affect project scope projections. The City is transitioning to a more integrated approach for pavement rehabilitation
The City anticipates significant utility (water and sewer) upgrades in the next three years, the scopes of which are currently being investigated. In the future, the City will need make revision to the above.

Note: The list will serve as the five-year list of projects required for submittal by each jurisdiction as stated in the Measure T Ordinance. These will be projects that will be delivered, depending on available revenues and when revenues become available. Prior to any allocation, jurisdictions will also be required to submit all of the necessary documentation requested as evidence of a ***public hearing*** to ensure that the members of the public were able to comment on the proposed project list as well as a Resolution in support of the proposed project list.

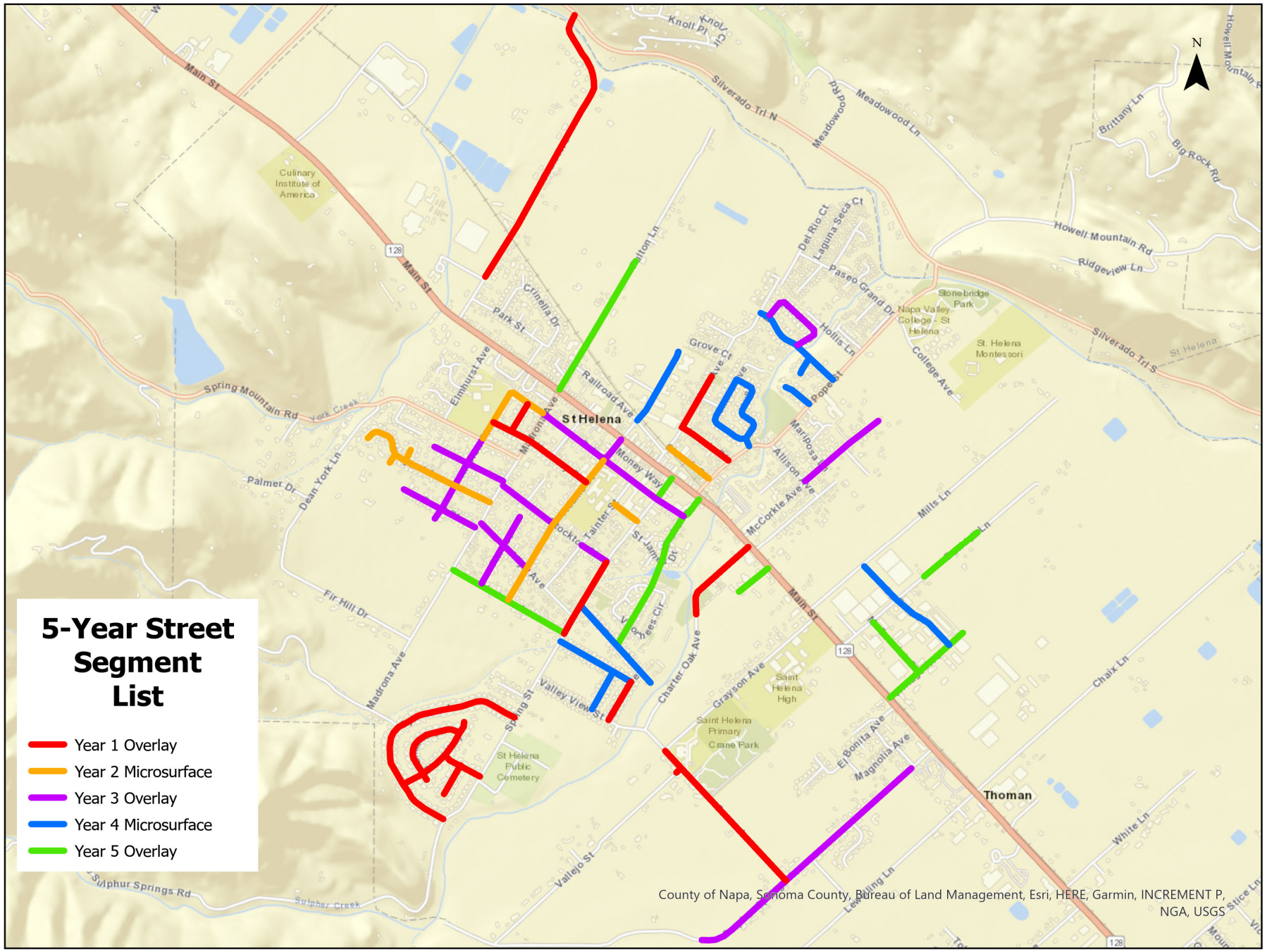
**Examples of Measure T Uses**

**ATTACHMENT 7**
**NVTA-TA Agenda Item 10.2**
**April 18, 2018**

| | Activity | Description |
|---|---|---|
| 1 | Street Operations/Admin | Overall management and daily operations of the streets maintenance divisions. General overhead and administration of the streets divisions. Division Manager and support staff are fully or partially paid through this key. |
| 2 | Street Drainage | Typical maintenance of existing street drainage facilities. This maintenance includes, but is not limited to, cleaning drain inlets, replacing/repairing damaged structures, various point repairs and routine maintenance on storm drain pipes. Furthermore, this key involves preventative maintenance on drainage structures as well as responding to localized flooding resulting from deferred maintenance issues.<br>Drainage improvements to remediate or eliminate traffic hazards in the right of way. |
| 3 | Street Maintenance, Rehabilitation and Reconstruction | A variety of street rehabilitation including occurring within the road right of way, but not limited to, slurry seals, crack seals, chip seals, cape seals, micro-surfacing, fog seals, reconstruction, pothole repair, minor pavement potholing, overlays, erosion control, grading, utility work and other maintenance activities needed to ensure function of the roadway as well as other activities needed to support the roadway outside the travelled way but within the public right of way, including approaches to railroad crossings. |
| 4 | Stormwater Operations | This is a relatively new account (created in 2015) introduced to achieve compliance with the U.S. EPA NPDES permit. This key funds routine inlet cleaning and maintenance, storm drain cleaning and maintenance, trash assessments and various administrative tasks associated with permit compliance and contract management. |
| 5 | Signage | Staff assigned to the City's sign shop and the various operational duties performed by the sign shop are covered under this key. Said duties include street sign installation and maintenance. MUTCD and municipality required markings and signs in the ROW. |
| 6 | Sidewalk Replacement | Maintenance, rehabilitation and replacement of existing sidewalks, curb and gutter as well as other methods needed to ensure adequate sidewalks. This includes ADA access ramps as required by law. |
| 7 | Electrical Admin | Overall management and daily operations of the electrical maintenance division. General overhead, administration and work activities of the electrical work. |
| 8 | Street Lighting | Operational and engineering duties related to street lighting. New installation, replacement, repair and maintenance work related to lighting facilities, such as street lights, highway lighting. |
| 9 | Traffic Signals | Electrical support to municipalities' traffic signals, including basic electrical support, instillation of new signal heads and poles, synchronizing signal timing, and any other related electrical maintenance activities. |
| 10 | Striping | Installation of pavement markings, center lines, edge lines, curb paint, white, yellow and blue pavement delineators, bike lane striping and pavement markings. MUTCD and municipality required markings and signs in the ROW. |
| 11 | Traffic Calming Measures | Speed humps, bulb outs, radar feedback signs and a variety of traffic control devices and materials to help create safe travel ways, and paths. |
| 12 | Urban Forest Management | Landscaping, trimming, removal, and re-planting of vegetation in the right of way. Hazardous and nuisance tree removal, Road side grass and brush mowing, Brush trimming and removal, vegetation growth control |
| 13 | Bicycle and Pedestrian Facilities | Bicycle and pedestrian maintenance, repair and construction within the street right of way. Includes crack seal, slurry seal, overlay, reconstruct, and remove and replace with a variety of materials including AC, and concrete. |
| 14 | Bridges and Culverts Facilities | Inspect, maintain, repair and replace various components of the bridge and bridge systems in the street and road right of way. Under the road drainage facilities inspections, maintenance, repair and replacement. |
| 15 | Salaries and Benefits | Employees in the street maintenance division, their supervisors, managers, and support staff (to the extent they work on street maintenance). This will include base pay, OT, part time salaries, and al related employee benefits. |
| 16 | Engineering Design | This would include design for curb cuts, ramps, striping, and overlays, ADA review of streets, traffic calming, and any sort of street maintenance project requiring professional design support. |

## Examples of Measure T Uses

| | Activity | Description |
|---|---|---|
| 17 | Technology Support | Software, computers, cell phones, etc. used in delivering projects. |
| 18 | Engineering Support | Street maintenance support, construction management, permit applications, procurement, project bidding, project management, project planning Examples include advertising, environmental review, printing, state/local permitting, speed testing, etc. |
| 19 | Materials | Supplies used in street maintenance, rehabilitation and reconstruction, including, but not limited to: signs, gravel, asphalt, barricades, paint, lumber, safety fencing, hardware, etc. Testing and inspecting. |
| 20 | Facilities and Engineering Dept. Supplies | Services in support of the employees and facilities used in the street maintenance division, including uniforms, boots, safety equipment, training, certifications, alarm system, office supplies, building maintenance, utilities, etc. |
| 21 | Contracting Services | Contractors hired to complete street maintenance projects, including striping, crack sealing, slurry seals, overlays, patching and similar that are not City staff |
| 22 | Vehicles and Equipment | Fuel and maintenance of the street maintenance division fleet, to include replacement and addition of vehicles and equipment; Renting equipment for use in street maintenance projects, which could include tractors, lifts, and similar equipment; Purchase of small tools and equipment, and parts/maintenance, needed for street maintenance |
| 23 | General Liability Insurance | General Liability insurance for street related losses. |
| 24 | Refuse Services | Debris/trash removal, roadkill removal. |
| 25 | Safety/ Traffic Control | Traffic control by municipality staff or contracted services. Guard rail installation, repair and maintenance. |
| 26 | Traffic Studies | Traffic studies performed by either county staff or contract staff, necessary to complete street and road work. |
| 27 | Ditch cleaning | Road side drainage facilities maintenance and repairs |
| 28 | Environmental Studies | Environmental studies by contracted services, CEQA and NEPA support, necessary to complete street and road work. |


5-Year Street Segment List
Year 1 Overlay
Year 2 Microsurface
Year 3 Overlay
Year 4 Microsurface
Year 5 Overlay
St Helena
Thoman
Main St
Silverado Trl N
Silverado Trl S
Howell Mountain Rd
Spring Mountain Rd
Railroad Ave
Mills Ln
Valley View St
Vallejo St
Sulphur Springs Rd
Culinary Institute of America
Napa Valley College - St Helena
St. Helena Montessori
Saint Helena High
Saint Helena Primary
Crane Park
St Helena Public Cemetery
Stonebridge Park
N
County of Napa, Sonoma County, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

| STREET SEGMENT | BEGIN | END | LENGTH | WIDTH | AREA | SQ YARDS | TOTAL COST |
|---|---|---|---|---|---|---|---|
| ANDREA AV - 5 | KEARNEY ST | OAK AV | 410 | 42 | 17220 | 1913 | 86,100 |
| CHABLIS CIR - 11 | PINOT WAY | 500' NE/O PINT WA | 500 | 33 | 16500 | 1833 | 82,500 |
| CHABLIS CIR - 11 | PINOT WAY | END | 102 | 65 | 6630 | 737 | 33,150 |
| CHABLIS CIR - 11 | PINOT WY | 500' NE/O PINOT W | 490 | 33 | 16170 | 1797 | 80,850 |
| CHARDONNAY WY - 12 | SPRING ST | PINOT WY | 610 | 37 | 22570 | 2508 | 112,850 |
| COLUMBARD CT - 16 | CHARDONNAY WY | END (W) | 430 | 33 | 14190 | 1577 | 70,950 |
| EDWARDS ST - 20 | HUNT AV | POPE ST | 750 | 31 | 23250 | 2583 | 116,250 |
| HUNT AV - 35 | EDWARDS ST | JUNE LN | 485 | 35 | 16975 | 1886 | 84,875 |
| HUNT AV - 35 | JUNE LN | GROVE CT | 315 | 32 | 10080 | 1120 | 50,400 |
| KEARNEY ST - 36 | HILLVIEW PL | MADRONA ST | 385 | 42 | 16170 | 1797 | 80,850 |
| KEARNEY ST - 36 | MADRONA ST | PINE ST | 370 | 29 | 10730 | 1192 | 53,650 |
| KEARNEY ST - 36 | PINE ST | ADAMS ST | 590 | 28 | 16520 | 1836 | 82,600 |
| PINOT WY - 58 | SYLVANER AV | CHABLIS CIR | 290 | 33 | 9570 | 1063 | 47,850 |
| PINOT WY - 58 | CHABLIS CIR | CHARDONNAY WY | 370 | 33 | 12210 | 1357 | 61,050 |
| PINOT WY - 58 | CHARDONNAY WY | END (E) | 575 | 33 | 18975 | 2108 | 94,875 |
| SOUTH CRANE AV - 70 | GRAYSON AV | VALLEJO ST | 410 | 31 | 12710 | 1412 | 63,550 |
| SOUTH CRANE AV - 70 | VALLEJO ST | SULPHUR SPRINGS A | 2015 | 24 | 48360 | 5373 | 241,800 |
| SYLVANER AV - 79 | SPRING ST (E) | 900' N/O SPRING ST | 900 | 37 | 33300 | 3700 | 166,500 |
| SYLVANER AV - 79 | 900' N/O SPRING ST (E) | RIESLING WY | 780 | 37 | 28860 | 3207 | 144,300 |
| SYLVANER AV - 79 | RIESLING WY | PINOT WY | 840 | 37 | 31080 | 3453 | 155,400 |
| SYLVANER AV - 79 | PINOT WY | SPRING ST (W) | 730 | 37 | 27010 | 3001 | 135,050 |
| HUNT AV - 35 | MAIN ST | CHURCH ST | 276 | 40 | 11040 | 1227 | 55,200 |
| HUNT AV - 35 | CHURCH ST | EDWARDS ST | 325 | 36 | 11700 | 1300 | 58,500 |
| PRATT AV - 60 | TREASURY DRIVEWAY | RR TRACKS | 650 | 41 | 26650 | 2961 | 133,250 |
| PRATT AV - 60 | RR TRACKS | 2000' | 2000 | 24 | 48000 | 5333 | 240,000 |
| PRATT AV - 60 | 2000' | BRIDGE | 1175 | 24 | 28200 | 3133 | 141,000 |
| PRATT AV - 60 | BRIDGE | BRIDGE | 175 | 24 | 4200 | 467 | 21,000 |
| SPRING ST - 71 | HUDSON AV (W) | ALLYN AV | 370 | 33 | 12210 | 1357 | 61,050 |
| SPRING ST - 71 | ALLYN AV | STOCKTON ST | 870 | 37 | 32190 | 3577 | 160,950 |
| BIRCH ST - 8 | VALLEYVIEW ST | NORTH CRANE AV | 780 | 33 | 25740 | 2860 | 128,700 |
| | | | | | **2024** | **TOTAL** | **3,045,050** |
| ADAMS ST - 1 | HUDSON AV | ALLYN AV | 475 | 34 | 16150 | 1794 | 12,561 |
| ADAMS ST - 1 | ALLYN AV | STOCKTON ST | 730 | 34 | 24820 | 2758 | 19,304 |
| ADAMS ST - 1 | STOCKTON ST | KEARNEY ST | 710 | 38 | 26980 | 2998 | 20,984 |
| ADAMS ST - 1 | KEARNEY ST | OAK AV | 400 | 40 | 16000 | 1778 | 12,444 |
| DORIS AV - 18 | VINEYARD AV | END (W) | 120 | 34 | 4080 | 453 | 3,173 |
| DORIS CT - 94 | VINEYARD AV | END (E) | 190 | 35 | 6650 | 739 | 5,172 |
| HILLVIEW PL - 32 | SPRING MOUNTAIN RD | OAK AV | 770 | 34 | 26180 | 2909 | 20,362 |
| OAK AV - 53 | HILLVIEW pL | MADRONA ST | 550 | 37 | 20350 | 2261 | 15,828 |
| VINEYARD AV - 85 | END (N) | ROAD WIDENS | 1030 | 34 | 35020 | 3891 | 27,238 |
| VINEYARD AV - 85 | ROAD WIDENS | HILLVIEW PL | 515 | 30 | 15450 | 1717 | 12,017 |
| VINEYARD AV - 85 | HILLVIEW PL | MADRONA ST | 540 | 30 | 16200 | 1800 | 12,600 |
| KEARNEY ST - 36 | TAINTER ST | SPRING ST | 390 | 24 | 9360 | 1040 | 7,280 |
| CHURCH ST - 15 | HUNT AV | POPE ST | 650 | 29 | 18850 | 2094 | 14,661 |
| | | | | | **2025** | **TOTAL** | **183,626** |
| MCCORKLE AV - 45 | ALLISON AV | MARIPOSA LN | 320 | 24 | 7680 | 853 | 38,400 |
| MCCORKLE AV - 45 | MARIPOSA LN | END (E) | 760 | 29 | 22040 | 2449 | 110,200 |
| MEADOWCREEK CIR - 93 | STARR AV (N) | STARR AV (S) | 1110 | 34 | 37740 | 4193 | 188,700 |
| SULPHUR SPRINGS AV - 7 | SOUTH CRANE AV | ARROWHEAD DR | 1175 | 24 | 28200 | 3133 | 141,000 |
| SULPHUR SPRINGS AV - 7 | ARROWHEAD DR | 1,035' S/O ARROWH | 1035 | 24 | 24840 | 2760 | 124,200 |
| SULPHUR SPRINGS AV - 7 | VALLEJO EXTENSION | 2401 SULPHER SPRI | 1480 | 18 | 14800 | 1644 | 74,000 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| SULPHUR SPRINGS AV - 7 | 2401 SULPHER SPRINGS | 2,410' E/O VALLEJO | 930 | 21 | 19530 | 2170 | 97,650 |
| OAK AV - 53 | MADRONA ST | PINE ST | 415 | 34 | 14110 | 1568 | 70,550 |
| OAK AV - 53 | PINE ST | ADAMS ST | 590 | 34 | 20060 | 2229 | 100,300 |
| OAK AV - 53 | ADAMS ST | TAINTER ST | 460 | 37 | 17020 | 1891 | 85,100 |
| OAK AV - 53 | TAINTER ST | SPRING ST | 390 | 40 | 15600 | 1733 | 78,000 |
| OAK AV - 53 | SPRING ST | MITCHELL DR | 460 | 36 | 16560 | 1840 | 82,800 |
| STOCKTON ST - 76 | HILLVIEW PL | END (N) | 480 | 31 | 14880 | 1653 | 74,400 |
| STOCKTON ST - 76 | HILLVIEW PL | MADRONA ST | 540 | 29 | 15660 | 1740 | 78,300 |
| STOCKTON ST - 76 | MADRONA ST | PINE ST | 395 | 25 | 9875 | 1097 | 49,375 |
| STOCKTON ST - 76 | PINE ST | ADAMS ST | 460 | 25 | 11500 | 1278 | 57,500 |
| STOCKTON ST - 76 | TAINTER ST | BCR @ SPRING ST | 410 | 25 | 10250 | 1139 | 51,250 |
| ALLYN AV - 4 | MADRONA ST | PINE ST | 430 | 37 | 15910 | 1768 | 79,550 |
| ALLYN AV - 4 | PINE ST | ADAMS ST | 440 | 39 | 17160 | 1907 | 85,800 |
| PINE ST - 57 | HUDSON AV | ALLYN AV | 610 | 33 | 20130 | 2237 | 100,650 |
| CHARTER OAK AV - 13 | CARWASH | END (E) | 640 | 22 | 14080 | 1564 | 70,400 |
| CHARTER OAK AV - 13 | MAIN ST | CARWASH | 230 | 37 | 8510 | 946 | 42,550 |
| PINE ST - 57 | ALLYN AV | END (E) | 480 | 33 | 15840 | 1760 | 79,200 |
| | | | | | **2026 TOTAL** | | **1,959,875** |
| LA FATA ST - 38 | DOWDELL LN | MILLS LN | 550 | 37 | 20350 | 2261 | 15,828 |
| LA FATA ST - 38 | DOWDELL LN | VINTAGE AV | 890 | 38 | 33820 | 3758 | 26,304 |
| NORTH CRANE AV - 51 | SPRING ST | MITCHELL DR | 715 | 30 | 21450 | 2383 | 16,683 |
| NORTH CRANE AV - 51 | MITCHELL DR | END (S) | 717 | 35 | 25095 | 2788 | 19,518 |
| CHILES AV - 101 | POPE ST | SIGNORELLI CIR | 1220 | 35 | 42700 | 4744 | 33,211 |
| OLIVE AV - 55 | HUDSON ST | VALLEYVIEW ST | 610 | 34 | 20740 | 2304 | 16,131 |
| SIGNORELLI CIR - 102 | CHILES AV | CHILES AV | 1055 | 35 | 36925 | 4103 | 28,719 |
| PAULSON CT - 98 | POPE ST | END (N) | 415 | 35 | 14525 | 1614 | 11,297 |
| STARR AV - 75 | HUNT AV | HARVEST LN | 935 | 47 | 43945 | 4883 | 34,179 |
| STARR AV - 75 | HARVEST LN | POPE ST | 385 | 47 | 18095 | 2011 | 14,074 |
| HARVEST LN - 29 | STARR AV | END (W) | 220 | 33 | 7260 | 807 | 5,647 |
| ADAMS ST - 1 | COP @ LIBRARY LN | COP BEFORE RAILRC | 324 | 37 | 11988 | 1332 | 9,324 |
| ADAMS ST - 1 | COP @ BUSINESS CENTE | COP @ LIBRARY LN | 300 | 37 | 11100 | 1233 | 8,633 |
| ADAMS ST - 1 | END (E) | COP @ BUSINESS CE | 280 | 37 | 10360 | 1151 | 8,058 |
| | | | | | **2027 TOTAL** | | **247,608** |
| MITCHELL DR - 48 | NORTH CRANE AV | VOORHEES CIR | 300 | 29 | 8700 | 967 | 43,500 |
| MITCHELL DR - 48 | VOORHEES CIR (W) | VOORHEES CIR (E) | 585 | 29 | 16965 | 1885 | 84,825 |
| MITCHELL DR - 48 | VOORHEES CIR | ST JAMES DR | 580 | 29 | 16820 | 1869 | 84,100 |
| MITCHELL DR - 48 | ST JAMES DR | OAK AV | 490 | 36 | 17640 | 1960 | 88,200 |
| MITCHELL DR - 48 | OAK AV | BCR @ MAIN ST | 335 | 40 | 13400 | 1489 | 67,000 |
| VINTAGE AV - 86 | MCCORMICK ST | MAIN ST | 510 | 38 | 19380 | 2153 | 96,900 |
| VINTAGE AV - 86 | MCCORMICK ST | END (E) | 780 | 38 | 29640 | 3293 | 148,200 |
| DOWDELL LN - 19 | MONTESSORI @ COP | HOUSE 867 | 260 | 30 | 7800 | 867 | 39,000 |
| DOWDELL LN - 19 | HOUSE 867 | HOUSE 759 | 450 | 12 | 5400 | 600 | 27,000 |
| SULPHUR SPRINGS AV - 7 | 3,180' E/O VALLEJO EXT | SOUTH CRANE AV | 1160 | 18 | 20880 | 2320 | 104,400 |
| VIDOVICH AV - 84 | MAIN ST | END (W) | 460 | 40 | 18400 | 2044 | 92,000 |
| SPRING ST - 71 | OAK AV | BCR @ MAIN ST | 330 | 29 | 9570 | 1063 | 47,850 |
| FULTON LN - 24 | RAILROAD AV | RR TRACKS | 300 | 22 | 6600 | 733 | 33,000 |
| FULTON LN - 24 | RR TRACKS | 25 MPH SIGN | 925 | 14 | 12950 | 1439 | 64,750 |
| FULTON LN - 24 | MAIN ST | RAILROAD AV | 380 | 31 | 11780 | 1309 | 58,900 |
| HUDSON AV - 34 | MADRONA ST | ADAMS ST | 845 | 32 | 27040 | 3004 | 135,200 |
| HUDSON AV - 34 | ADAMS ST | SPRING ST | 870 | 32 | 27840 | 3093 | 139,200 |
| | | | | | **2028 TOTAL** | | **1,354,025** |

# Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Police

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Justin Tharp, Lieutenant |
| **SUBJECT:** | Consideration and approval of a Resolution authorizing: (1) the outfitting of four new Police Department vehicles by Lehr; (2) the City Manager to execute all necessary agreements for the outfitting of the vehicles; and (3) a budget adjustment in the amount of $10,896 to Account #212-4900-2630. |
| **RECOMMENDED ACTION:** | Approve the attached Resolution. |
| **PREVIOUS COUNCIL ACTION:** | City of St. Helena Resolution 2022-97 and 2023-136 |
| **STATEMENT OF THE PURPOSE:** | The purpose is to authorize the upfitting of four (4) new police vehicles for the Police Department. |
| **FINANCIAL IMPACT:** | The fiscal impact is estimated to total $70,262. Of this amount, $10,896 will be paid for from a CHP Driving under the Influence Grant. This will require a Budget Increase to GL Account #212-49-00-26-30 in the amount of $10,896. The remaining $59,366 will be paid for from funds previously appropriated and encumbered in the fiscal year 2022-23 budget. |

**BACKGROUND:**

New vehicles purchased from the factory do not typically contain all the required equipment (radios, computers, lights and siren, etc.) to be put considered a Police Vehicle. To become a Police Vehicle, they must be outfitted by a specialty shop that install all necessary police related equipment.

Three of Police Department's vehicle to be outfitted are EVs (Electric Vehicles) and take extra care to transform from civilian vehicles to Police Vehicles. To become Police Vehicle, they must have equipment such as prisoner dividers, plastic rear seat, radios, overhead lights, sirens, and laptop computer installed and integrated into the vehicle's electrical systems without causing damage or complication to the vehicle's native operating systems.

The Police Department currently has four new vehicles awaiting outfitting. Two Ford Mustang Mach E to be transformed into full Patrol Vehicles, a Ford Maverick Hybrid, intended for use by the Community Service Officer, and an Unmarked Tesla Model 3 driven by the Chief of Police.

**DISCUSSION:**
In fiscal year 2022-23 City Council authorized funds (Resolution 2022-97) for the purchase of new vehicle for the Police Department. Due to supply chain issues and production set backs by vehicle manufactures, the Police Department has finally been able to fulfill that original obligation and has purchased four new vehicles, a 2023 Tesla Model 3, 2023 Ford Maverick Hybrid, and two 2023 Ford Mustang Mach E. A portion of those same funds were set aside for the necessary outfitting of those vehicles. The CHP DUI Grant will outfit only the lights and siren of the vehicle, leaving the City financially responsible for the remainder of the outfitting.

Emergency Vehicle outfitting is a specialty field, with only few select venders in the area. Two quotes for outfitting the vehicles have been obtained and are noted in Table 1 below. An attempt to obtain a third quote was made; however, numerous telephone calls and emails went unanswered. Lehr provided the lowest quote of $63,874 to outfit all four new police department vehicles.

During installation, unforeseen issues may arise, in particular when equipment is moved from current vehicles to the new vehicles. Previously the City has encountered issues such as damaged cords and missing parts. Because of this, staff has added a 10% contingency to the total not-to-exceed amount so work can be completed in a timely manner. If work is required that goes beyond the not-to-exceed amount, staff will bring a report back to City Council for consideration.

Table 1 - Quotes including 10% Contingency

| Company | Quote | 10% Contingency | Not-to-Exceed |
|---|---|---|---|
| Lehr (Pittsburg, CA) | $63,875 | $6,387 | $70,262 |
| Wattco (Fairfield, CA) | $74,026 | $7,403 | $81,429 |

Staff recommends awarding the contract to Lehr. This company has been used in the past by the St. Helena Police Department and has shown the ability complete the work on time, on budget, and provides excellent quality of work.

**ENVIRONMENTAL REVIEW:** N/A

**DOCUMENTS ATTACHMENTS:**

Wattco Total Build Package
Wattco Ford Maverick Hybrid Pickup
Wattco Ford Mustang Mach E EV
Wattco Tesla Model 3 EV
CHP DUI Enforcement Grant
Lehr St Helena PD MACH E Patrol 43963

Lehr St Helena PD MAVERICK CSO 44108
Lehr St Helena PD CHIEF Telsa 44109
Resolution - Authorize Upfitting Police Vehicles 2023

WATTCO
Fed ID # 01-0627221 DUNS # 068678015

2230 Cordelia Rd. Fairfield, CA 94534
Phone: 707-435-9233 Fax: 707-435-1941
Email: sales@wattco.net

# ESTIMATE

| Date | Reference # |
|---|---|
| 11/02/23 | TBJWQ17995 |

**CUSTOMER:**

**St. Helena Police Department**
Justin Tharp
1480 Main Street
St. Helena, CA 94574
United States

**Phone:** (707) 967-2850
**Fax:** (707) 963-8043
**Cell:**
**E-Mail:** jtharp@cityofsthelena.org

**SHIP TO:**

**St. Helena Police Department**
Justin Tharp
1480 Main Street
St. Helena, CA 94574
United States

**Phone:** (707) 967-2850
**Fax:** (707) 963-8043

| Account Rep | P.O. Number |
|---|---|
| Tye Whidby | |

| Ship Via | Terms |
|---|---|
| Best Way | NET30 |

| Qty | Part # | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| | | **Total Build Pacakge Estimate** | | |
| 1 | 2023 Ford Maverick | Estimate # TBJWQ17992 | $11,770.09 | $11,770.09 |
| 2 | 2023 Ford Mach-E | Estimate # TBJWQ17993 | $25,266.09 | $50,532.18 |
| 1 | 2023 Tesla Model 3 | Estimate # TBJWQ17994 | $11,724.07 | $11,724.07 |

| | |
|---|---|
| SubTotal | $74,026.34 |
| Sales Tax | $0.00 |
| Shipping | $0.00 |
| **Total** | **$74,026.34** |

## Prices are valid for 30 days from date of quote unless otherwise specified

PLEASE READ: THIS INVOICE MAY BE FOR SHIPMENT OF A PARTIAL ORDER-NO RETURNS ON PLASTIC PARTS OR CUSTOM ORDERED NON-STOCK PARTS-NO RETURNS WITHOUT APPROVAL AND AN RMA# WILL BE ACCEPTED! ALL SHORTAGES, DAMAGE OR RETURN CLAIMS MUST BE MADE WITHIN 10 DAYS OF INVOICE DATE. NO EXCEPTIONS. A COPY OF THE INVOICE AND RMA PAPERWORK MUST BE SHIPPED WITH RETURNS AND ALL RETURNS MUST HAVE AUTHORIZATION. ALL RETURNS ARE SUBJECT TO A 30% RESTOCKING FEE. INTEREST WILL BE CHARGED AT A RATE OF 1.5% EACH MONTH ON ACCOUNTS OVER 30 DAYS. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE REMIT

**PLEASE REMIT PAYMENT TO: PO BOX 2460 - SUISUN CITY, CA 94585**

**Interest will be charged at the rate of 1 1/2% each month on accounts over 30 days.**

WATTCO
Fed ID # 01-0627221 DUNS # 068678015

2230 Cordelia Rd. Fairfield, CA 94534
Phone: 707-435-9233 Fax: 707-435-1941
Email: sales@wattco.net

# ESTIMATE

| Date | Reference # |
|---|---|
| 11/01/23 | TBJWQ17992 |

**CUSTOMER:**

**St. Helena Police Department**
Justin Tharp
1480 Main Street
St. Helena, CA 94574
United States

**Phone:** (707) 967-2850
**Fax:** (707) 963-8043
**Cell:**
**E-Mail:** jtharp@cityofsthelena.org

**SHIP TO:**

**St. Helena Police Department**
Justin Tharp
1480 Main Street
St. Helena, CA 94574
United States

**Phone:** (707) 967-2850
**Fax:** (707) 963-8043

| Account Rep | P.O. Number |
|---|---|
| Tye Whidby | |

| Ship Via | Terms |
|---|---|
| Best Way | NET30 |

| Qty | Part # | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| | | **2023 FORD MAVERICK** | | |
| 1 | BB2DEDE | LIBERTY II DUO WCX 54" D/E/D/E | $2,350.00 | $2,350.00 |
| 1 | MKAJ109 | Lightbar Mounting Kit | $0.00 | $0.00 |
| 1 | C399 | CENCOM CORE WCX CONTROL CENTER | $1,175.00 | $1,175.00 |
| 1 | CCTL5 | WeCanX HAND-HELD CONTROL HEAD | $0.00 | $0.00 |
| 1 | SA315P | SA315P SPEAKER, BLACK PLASTIC | $293.25 | $293.25 |
| 1 | SAK9 | SA315 SIREN MT KIT UNIV SWIVEL | $36.75 | $36.75 |
| | | **Computer Mount** | | |
| 1 | PKG-PSM-1013 | 2020-2023 Ford Escape Standard Pedestal Mount Package | $508.30 | $508.30 |
| | | **Install customer provided dock & Panasonic laptop** | | |
| | | **Install customer provided Motorola 4500 Remote head** | | |
| | | **Antenna Solution** | | |
| 1 | PWAT-181-TW-SKE-SHPD | Custom Solution for Radio & Dock | $327.33 | $327.33 |
| 1 | 7721-BSS | Blue Sea 7721 MEGA AMG Safety Fuse Block | $29.99 | $29.99 |
| 1 | 5032-BSS | Blue Sea 5032 12 Circuit Split Bus Fuse Block with Ground and Cover | $51.99 | $51.99 |
| 1 | 090-0120-0 | Waterproof Circuit Breakers - 120A, WBS-120 | $43.20 | $43.20 |
| 1 | 83-0115 | Single Entry Cable Seal with Heatshrink Gasket Assembly L: 1.25" ID" 0.75", Hole: 1" | $34.61 | $34.61 |
| 1 | Install-Pkg | Connectors, Loom, Nuts, Bolts, Relays, Circuit Breakers, Etc - As Needed | $150.00 | $150.00 |
| 1 | Labor - Shop | Shop Labor - Installation of above equipment, and customer provided radar system | $5,032.50 | $5,032.50 |

| Qty | Part # | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| 1 | Labor - Shop | Shop Labor - Strip Out Radio & Radars | $660.00 | $660.00 |

| | |
|---|---|
| SubTotal | $10,692.92 |
| Sales Tax | $882.17 |
| Shipping | $195.00 |
| **Total** | **$11,770.09** |

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WATTCO
Fed ID # 01-0627221 DUNS # 068678015

2230 Cordelia Rd. Fairfield, CA 94534
Phone: 707-435-9233 Fax: 707-435-1941
Email: sales@wattco.net

# ESTIMATE

| Date | Reference # |
|---|---|
| 11/02/23 | TBJWQ17993 |

**CUSTOMER:**

**St. Helena Police Department**
Justin Tharp
1480 Main Street
St. Helena, CA 94574
United States

**Phone:** (707) 967-2850
**Fax:** (707) 963-8043
**Cell:**
**E-Mail:** jtharp@cityofsthelena.org

**SHIP TO:**

**St. Helena Police Department**
Justin Tharp
1480 Main Street
St. Helena, CA 94574
United States

**Phone:** (707) 967-2850
**Fax:** (707) 963-8043

| Account Rep | P.O. Number |
|---|---|
| Tye Whidby | |

| Ship Via | Terms |
|---|---|
| Best Way | NET30 |

| Qty | Part # | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| | | **2023 FORD MACH-E** | | |
| | | **LIGHTBAR/SIREN/SPEAKER** | | |
| 1 | BB8DEDE | LIBERTY II DUO WCX 48" D/E/D/E | $2,350.00 | $2,350.00 |
| 1 | MKAJ108 | Lightbar Mounting Kit | $0.00 | $0.00 |
| 1 | C399 | CENCOM CORE WCX CONTROL CENTER | $1,175.00 | $1,175.00 |
| 1 | CCTL7 | WeCanX 21 BUTTON/SLIDE CTRL HD | $0.00 | $0.00 |
| 1 | C399K7 | OBD II CANPORT KIT 2021 F-150 | $0.00 | $0.00 |
| 1 | SA315P | SA315P SPEAKER, BLACK PLASTIC | $293.25 | $293.25 |
| 1 | SAK72D | SA-315 MT KIT FORD MACH-E DRVR | $36.75 | $36.75 |
| | | **SPOTLIGHT** | | |
| 2 | ARGES2 | ARGES PROFOCUS REMOTE SPOTLT | $650.25 | $1,300.50 |
| 1 | ARGCH1 | ARGES BAIL MT CONTROL HEAD | $250.50 | $250.50 |
| 1 | ARG57D | Ford Mach-E, 2021-2022 Driver Side Fender Mounting | $81.75 | $81.75 |
| 1 | ARG57P | Ford Mach-E, 2021-2022 Passenger Side Fender Mounting | $81.75 | $81.75 |
| | | **FRONT WARNING** | | |
| 1 | BK2020MUE21 | PB450L4 Aluminum Bumper ION w/pad | $985.15 | $985.15 |
| | | **SIDE WARNING - MOUNTED IN REAR WINDOW** | | |
| 2 | I2J | DUO LINEAR ION RED/BLUE BLK | $146.25 | $292.50 |
| 2 | IONK1B | SWIVEL MOUNT KIT FOR ION BLK | $31.50 | $63.00 |
| | | **REAR WARNING - TAIL LIGHTS** | | |
| 2 | VTX9J | VERTEX SUPER-LED DUO BLU/RED | $106.50 | $213.00 |
| | | **GUN RACK** | | |

| Qty | Part # | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| 1 | GK10301S1U | Dual T-Rail Mount<br>1 Small<br>1 Universal XL<br>With #2 Key Override | $390.15 | $390.15 |
| | | **PRISONER COMPARTMENT** | | |
| 1 | PK1126MUE21 | #10XL C Coated Poly Partition | $925.65 | $925.65 |
| 1 | DK0100MUE21 | TPO Door Guards | $271.15 | $271.15 |
| 1 | WK0595MUE21 | Window Barrier Poly | $305.15 | $305.15 |
| 1 | QK2112MUE21 | Full TPO Polymer Replacement Seat with Stock Factory Seat Belts | $602.65 | $602.65 |
| 1 | PK0666MUE21 | #12VS Rear Polycarbonate Partition with Fold Down Radio and Electronics Storage Locker | $577.15 | $577.15 |
| | | **CONSOLE** | | |
| 1 | C-VS-1300-MSTG | Standard 9? Wide, Medium Height & Flat 13? Vehicle-Specific Console For 2021-2023 Ford Mustang Mach-E | $381.00 | $381.00 |
| 1 | C-EB30-APR-1P | 1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Motorola APX-4500, Remote Radio | $33.00 | $33.00 |
| 1 | C-EB40-CCS-1P | 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03 | $37.00 | $37.00 |
| 1 | C-FP-1 | 1" Filler Plate | $13.00 | $13.00 |
| 1 | PKG-PSM-3018 | 2021 Ford Mustang Mach-E Premium Pedestal Mount Package | $996.00 | $996.00 |
| | | **Install customer provided dock & Panasonic laptop** | | |
| | | **Install customer provided Motorola 4500 Remote Head** | | |
| | | **Antenna Solution** | | |
| 1 | PWAT-181-TW-SKE-SHPD | Custom Solution for Radio & Dock | $327.33 | $327.33 |
| 1 | 7721-BSS | Blue Sea 7721 MEGA AMG Safety Fuse Block | $29.99 | $29.99 |
| 1 | 5032-BSS | Blue Sea 5032 12 Circuit Split Bus Fuse Block with Ground and Cover | $51.99 | $51.99 |
| 1 | 090-0120-0 | Waterproof Circuit Breakers - 120A, WBS-120 | $43.20 | $43.20 |
| 1 | 83-0115 | Single Entry Cable Seal with Heatshrink Gasket Assembly L: 1.25" ID" 0.75", Hole: 1" | $34.61 | $34.61 |
| 1 | Install-Pkg | Connectors, Loom, Nuts, Bolts, Relays, Circuit Breakers, Etc - As Needed | $150.00 | $150.00 |
| 1 | Labor - Shop | Shop Labor - Installation of above equipment, and customer provided radar system | $10,065.00 | $10,065.00 |
| 1 | Labor - Shop | Shop Labor - Strip Out Radio & Radars | $660.00 | $660.00 |

| | |
|---|---|
| SubTotal | $23,017.17 |
| Sales Tax | $1,898.92 |
| Shipping | $350.00 |
| **Total** | **$25,266.09** |

| Qty | Part # | Description | Unit Price | Ext. Price |
|---|---|---|---|---|

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**PLEASE REMIT PAYMENT TO: PO BOX 2460 - SUISUN CITY, CA 94585**

**Interest will be charged at the rate of 1 1/2% each month on accounts over 30 days.**

WATTCO
Fed ID # 01-0627221 DUNS # 068678015

2230 Cordelia Rd. Fairfield, CA 94534
Phone: 707-435-9233 Fax: 707-435-1941
Email: sales@wattco.net

# ESTIMATE

| Date | Reference # |
|---|---|
| 11/02/23 | TBJWQ17994 |

**CUSTOMER:**

**St. Helena Police Department**
Justin Tharp
1480 Main Street
St. Helena, CA 94574
United States

**Phone:** (707) 967-2850
**Fax:** (707) 963-8043
**Cell:**
**E-Mail:** jtharp@cityofsthelena.org

**SHIP TO:**

**St. Helena Police Department**
Justin Tharp
1480 Main Street
St. Helena, CA 94574
United States

**Phone:** (707) 967-2850
**Fax:** (707) 963-8043

| Account Rep | P.O. Number |
|---|---|
| Tye Whidby | |

| Ship Via | Terms |
|---|---|
| Best Way | NET30 |

| Qty | Part # | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| | | **2023 Tesla Model 3** | | |
| | | **To be installed in front winshield & rear window** | | |
| 2 | AVW22JJ | DUAL AVENGER II DUO RB/RB WIRE | $462.00 | $924.00 |
| 1 | AVBKT5D | DUAL HEADLINER MOUNT KIT | $32.00 | $32.00 |
| 1 | AVBKT4 | AVENGER II UNIVERSAL SWIVEL MT | $58.00 | $58.00 |
| 1 | C399 | CENCOM CORE WCX CONTROL CENTER | $1,175.00 | $1,175.00 |
| 1 | CCTL5 | WeCanX HAND-HELD CONTROL HEAD | $0.00 | $0.00 |
| 1 | SA315P | SA315P SPEAKER, BLACK PLASTIC | $391.00 | $391.00 |
| 1 | SAK9 | SA315 SIREN MT KIT UNIV SWIVEL | $49.00 | $49.00 |
| | | **Install customer provided Motorola 4500 Remote head** | | |
| | | **Antenna Solution** | | |
| 1 | PWAT-181-TW-COV-SHPD | Covert bumper antenna | $468.40 | $468.40 |
| 1 | 7721-BSS | Blue Sea 7721 MEGA AMG Safety Fuse Block | $29.99 | $29.99 |
| 1 | 5032-BSS | Blue Sea 5032 12 Circuit Split Bus Fuse Block with Ground and Cover | $51.99 | $51.99 |
| 1 | 090-0120-0 | Waterproof Circuit Breakers - 120A, WBS-120 | $43.20 | $43.20 |
| 1 | Install-Pkg | Connectors, Loom, Nuts, Bolts, Relays, Circuit Breakers, Etc - As Needed | $150.00 | $150.00 |
| 1 | Labor - Shop | Shop Labor - Installation of above equipment, and customer provided radar system | $6,682.50 | $6,682.50 |
| 1 | Labor - Shop | Shop Labor- Stripout of Radio & Radar | $660.00 | $660.00 |

| Qty | Part # | Description | Unit Price | Ext. Price |
|---|---|---|---|---|

| | |
|---|---|
| SubTotal | $10,715.08 |
| Sales Tax | $883.99 |
| Shipping | $125.00 |
| **Total** | **$11,724.07** |

## Prices are valid for 30 days from date of quote unless otherwise specified

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State of California
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
GRANT AGREEMENT - Page 1

Award Number
12996

1. GRANT TITLE
FY23/24 CTFGP Law Enforcement – St. Helena Police Department

2. NAME OF ORGANIZATION/AGENCY
St. Helena Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
St. Helena Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2023 To: 06/30/2024

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $146,419.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Chris Hartley
Title: Chief of Police
Phone: (707) 967-2850

Address: 1480 Main Street
St. Helena, CA 94574

E-Mail: chartley@cityofsthelena.org

Chris Hartley Digitally signed by Chris Hartley Date: 2023.08.02 12:56:35 -07'00' 08-02-23
(Signature) (Date)

B. AUTHORIZED OFFICIAL OF CHP
Name: Evan Robinson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: North 7th Street
Sacramento, CA 95811

E-Mail: ERobinson@chp.ca.gov

(Signature) (Date)

C. ACCOUNTING OFFICER OF CHP
Name: C. M. Jones Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: North 7th Street
Sacramento, CA 95811

E-Mail: Catrina.Jones@chp.ca.gov

(Signature) (Date)

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Louis Montelli
Title: Officer
Phone: (707) 967-2850

Address: 1480 Main Street
St. Helena, CA 94574

## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

## TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

## TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

## TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

   a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

   b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

   c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

   d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district. (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

   a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

   b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

   a. For the two-year period from the date, they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

   b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

# Schedule A

## St Helena Police Department

**All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.**

**Project Description**

The St Helena Police Department consists of 8 full-time Law Enforcement Officers, 2 full-time Law Enforcement Sergeants, 1 full-time Law Enforcement Lieutenant, and 1 full-time Law Enforcement Chief of Police servicing the City of St Helena, located in Napa County, which consists of 4 square miles and a population of approximately 5,316 citizens. The city is continuing to grow with new housing development programs, hotels, and store fronts. The St Helena Police Department is a smaller department that would benefit from the law enforcement training for the officers, education and prevention for the public, and education in enforcing cannabinoid use. There are cannabis and THC product dispensaries a few miles south of the city and multiple delivery companies delivering locally. We lack the training and experience to handle the new challenges and a grant award such as this would help and address some of the training issues. In turn, the Officers will pass that knowledge to the citizens of the community by conducting community education programs and enforcement stops throughout the city. Being awarded a grant such as this one will assist the Police Department by purchasing a new DUI/Drug driving patrol unit to be utilized solely to conduct DUI/Drug driving enforcement throughout the city and help in the reduction of DUI incidents to include fatal traffic collisions.

**Problem Statement & Proposed Solution**

With the lack of training and experience of our officers and the popularity of cannabis use, the St Helena Police Department needs assistance with additional training for the current staff. The St Helena Police Department has a great working relationship with outside agencies and has assisted in several DUI checkpoints with CHP, Napa County Sheriff's Department, and Napa Police Department. We rely on outside agency support to conduct the DUI checkpoints due the lack of training and experience our officers possess. It is difficult for the St Helena Police Department to conduct enforcement stops for current cannabinoid regulations, and the transportation. Out of the 8 Officers and 2 Sergeants, the St Helena Police Department has only four officers, and two sergeants have attended the DUI Detection/ARIDE courses and no cannabis-related training. We at the St Helena Police Department see our deficiencies and want to alleviate the issue we currently have by sending at least five additional officers to such training. Having the knowledge and the training we can provide additional resources to the outside agencies and conduct future DUI checkpoints and enforcement stops. Due to COVID-19 restrictions, we had a reduction in active patrols. Since 2019 we have seen an increase in enforcement stops related to alcohol consumption and impaired driving. Having a DUI/Drug driving vehicle will help with the recent increase in DUI/Drug driving-related incidents, it will help and reduce the percentage of DUI-related traffic stops and increase the active patrols for impaired drivers out on the roadways. In 2022 we had a total of 47 DUI related arrests, even with the reduction of active DUI/Drug driving, patrols, and no DUI checkpoints. Between January 2023 and February 2023, we have had 14 DUI related arrests.

**Performance Measures/Scope of Work**

The St Helena Police Department will address the lack of training issues by sending two officers to additional training such as D.R.E -Classroom Course-21160, Drug Influence-11550H&S-22220, DUI-Detection Field Sobriety-20280, and DUI Checkpoints-planning and management-20271. If this grant is obtained the training will begin in July of 2023. Each quarter until the grant is fulfilled at least one officer will attend the desired training. Once the officers have successfully completed the training, they will be capable of passing their training and experience, share the information with the community members, by providing community information meetings, as well as the High School student information assemblies regarding the dangers of impaired driving.

## Schedule A

While at the Community meetings the officers can talk about the training they attended, the dangers of impaired driving, under the influence of alcohol and marijuana detection, and testing procedures. We will inform the community on how we plan to conduct DUI saturation patrols to help denture intoxicated driving and help spread the concern for safety.

We will conduct school assemblies and speak with the elementary school children regarding important information on Alcohol consumption and Drug consumption and the dangers behind it. We as a department have participated in Every 15-Minute programs and with this grant we hope to conduct our own Every 15-Minute program. We will have a Question-and-answer assembly involving the High school's students and staff.

Purchasing a patrol unit and using it solely for DUI/Drug driving enforcement, in the hopes of reducing the percentage of DUI/Drug driving traffic fatalities and DUI/Drug driving enforcement by 10%. The vehicle will be utilized at least 24 hours a week, each week, each quarter until the grant is fulfilled.

The St Helena Police Department has social media that we can use to share the information gathered by the officers during their training sessions and pass the information to the community. The social media page is up and running with great information where we can share the new training we obtain along with the new rules and regulations regarding cannabis products, transportation, and consumption.

**Project Performance Evaluation**
The funding this grant can provide will be ongoing and benefit the St Helena Police Department, the officers, and the community. The training provided will be utilized for years to come and be used to participate in educational forums with the community members discussing the dangers of intoxicated driving, the benefit of conducting enforcement stops, securing the safety of the community, and the continued education of the school's educational programs. The results should consist of public knowledge of the recent drug driving regulations, continuing to educate the public of the dangers of DUI's and the knowledge/experience the officers will possess after obtaining the training, enforcements stop, and future DUI checkpoints. If granted the Grant, we will be sending the first two officers to the desired training in the first quarter of the awarded grant, one officer in the second quarter of the awarded grant, one officer in the third quarter of the awarded grant and one officer in the fourth quarter of the awarded grant. Conduct a community forum meeting in the first quarter of the awarded grant (September of 2023), to share information regarding impairment and impaired driving and the recently awarded grant. Conduct the Highschool educational assembly in the second quarter of the awarded grant (December 2024). Add the patrol unit to the existing fleet for DUI/Drug driving enforcement, and conduct at least 8 saturation patrols, each quarter during the awarded grant time.

**Program Sustainability**
The St Helena Police Department will be collecting data during the grant. The Grant director will complete the evaluation process by keeping track of the officers who attended the training, dates, times, and courses, the Police Department, and community interactions, such as meetings, social media posts, contacts, and High school educational forums. The coordinator will also keep track of the enforcement stops requiring the expertise of an experienced SFST officer and investigation, the result, and any additional pedestrian and enforcement stops. The Evaluator should also provide a brief summary of the grant's accomplishments, challenges, significant activities, the results, whether the grant's goals were met, and the totality of the grant results. With the addition of a patrol unit for DUI/Drug driving enforcement, the St Helena Police Department will gather data during the grant. The Grant director will complete the process by keeping track of the vehicle's hourly use of DUI/Drug driving patrol, alcohol/drug-related traffic stops, DUI/Drug-related arrest, DUI/Drug citation, and DUI/Drug related pedestrian stops.

**Administrative Support**
The funding provided during the grant period will have an ongoing benefit for the department personnel and the community members, even if the funds are reduced or become unavailable in the future. The funding will provide the training for the officers who can in turn share their training and experience with the outside agencies who have provided us with the assistance in the past. The officers will continue to provide public education based on the training and experience they have received and will continue to receive. The addition of a patrol vehicle will be used for years to come, it will be used as a DUI/Drug driving enforcement vehicle even if the funds are reduced or become unavailable. The funding will provide a fully equipped vehicle to be in service for years and will be utilized during DUI/Drug driving patrols and outside agency assists.

## Schedule B

### Detailed Budget Estimate

| Award Number | Organization/Agency | Total Amount |
|---|---|---|
| 12996 | St. Helena Police Department | $146,419.00 |

| Cost Category | Line Item Name | Total Cost to Grant |
|---|---|---|
| Other Direct Costs | Informational Pamphlets | $600.00 |
| **Category Sub-Total** | | **$600.00** |
| Personnel | DUI Saturation Patrol | $29,808.00 |
| | DUI Detection Field Sobriety Training - Attend | $738.00 |
| | DRE Training - Attend | $5,904.00 |
| | DAR Training - Attend | $1,968.00 |
| | DUI Checkpoint Training - Attend | $328.00 |
| | Presentations | $656.00 |
| | Backfill | $42,417.00 |
| **Category Sub-Total** | | **$81,819.00** |
| Equipment | DUI Patrol Vehicle | $56,000.00 |
| | DUI Patrol Vehicle - Outfitting | $8,000.00 |
| **Category Sub-Total** | | **$64,000.00** |

| Grant Total | $146,419.00 |
|---|---|

# Schedule B-1
# Budget Narrative

**St. Helena Police Department**

**Other Direct Costs**

**Informational Pamphlets**
$600.00

Informational pamphlets to be made in regard to Drug and DUI driving for community meetings and every 15 minutes
program. Total cost $600.00

**Personnel**

**DUI Saturation Patrol**
$29,808.00

Personnel cost for one position paid 100% by the grant at 62.50 an hour would be entered as over time. Saturation Patrol 24 hr. a week. 24 hr. a week X 12 weeks = 288 total hrs. per Quarter. 288 hrs. Totaling $18,000.00

Personnel cost for one position paid 100% by the grant at 41.00 an hour would be entered at straight time. Saturation Patrol 24 hr. a week. 24 hr. a week X 12 weeks = 288 total hrs. per Quarter. 288 hrs. Totaling $ 11,808.00 per Officer

**DUI Detection Field Sobriety Training - Attend**
$738.00

Personnel cost for one position paid 100% by the grant at 41.00 an hour would be entered at straight time. Course hours for; DUI Detection Field Sobriety 18hr. Totaling $738.

**DRE Training - Attend**
$5,904.00

Personnel cost for one position paid 100% by the grant at 41.00 an hour would be entered at straight time. Course hours for; DRE Classroom course 72 hrs. X two officers. Totaling $ 5,904.00

**DAR Training - Attend**
$1,968.00

Personnel cost for one position paid 100% by the grant at 41.00 an hour would be entered at straight time. Course hours for; 11550 24 hrs. X two Officers, Totaling $ 1,968.00

**DUI Checkpoint Training - Attend**
$328.00

Personnel cost for one position paid 100% by the grant at 41.00 an hour would be entered at straight time. Course hours for; DUI Checkpoint Planning and Manage 8hr Per student Total 8 hr. Student would attend this course totaling 8
hrs. Totaling $ 328.00 per student

# Schedule B-1
# Budget Narrative

**St. Helena Police Department**

**Presentations**
$656.00
Every 15 Minutes program would cover the cost of one Officer covered 100% by the grant at $41.00 per hour per employee at a regular rate. Every 15 minutes 8 hr. Total 8 hr. Per Employee Total 8 hrs. $328.00

Elementary School assembly for explaining dangers of impaired driving with two Officers covered 100% by the grant at $41.00 an hour paid as straight time. School Assembly 2 hrs. Total 4 hrs. Per Employee Total 4 hrs. $164.00.

Community member meeting explaining the dangers of impaired driving and new laws, with one employee covered 100% by the grant at $41.00 an hour paid as straight time. Community Meeting 4 hrs. Total 4 hrs. Per Employee Total 4 hrs. $164.00

**Backfill**
$42,417.00

Amount calculated to replace five officer's shifts, who are attending trainings, community meetings, and school assemblies at an overtime rate of $62.50 hr. Shift Coverage OT hours to
Replace Officer in training, 602 hrs. OT X $62.50 hr. Total $37,625.00

Benefits

Amount calculated for five Officers at a benefit rate of $20.50/hr. for 234 hours of training, community meetings, and school assemblies, 234 hrs. X $20.50/hr., Total of
$4,797.00

**Equipment**

**DUI Patrol Vehicle**
$56,000.00

Projected cost to purchase one Patrol vehicle.

**DUI Patrol Vehicle - Outfitting**
$8,000.00
Outfitting one patrol vehicle with emergency vehicle equipment, only lights and sirens.

# Sales Quote



661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 43963
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of St. Helena
Justin Tharpe
1572 Railroad Ave
Saint Helena, CA 94574
Phone: (707) 967-2856

Ship To: City Of St Helena
Justin Tharpe
1405 Charter Oaks Ave
Saint Helena, CA 94574
Phone: 707-339-1053

Ship Via
Tax Ident. Type Legal Entity
Customer ID 60645
SalesPerson Mike McGee

**Vehicle Information:**
2023 FORD MACH E

**PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED**

| Item No. | Description | Manufacturer Name | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | 2023 FORD MACH E | | | | |
| | Front End Equipment | | | | |
| BK2020MUE21 | Setina, PB450L4 Ion Trio, 2023 Mach E | Setina | 1 | 927.20 | 927.20 |
| TLI2D | Whelen ION T-Series DUO Red/White | Whelen | 1 | 104.99 | 104.99 |
| TLI2E | Whelen ION T-Series DUO Blue/White | Whelen | 1 | 104.99 | 104.99 |
| SM001 | Patrol Power, Universal Harness Gen 2 | Patrol Power | 1 | 764.00 | 764.00 |
| SA315P | Whelen Siren Speaker 100W | Whelen | 1 | 199.99 | 199.99 |
| SAK72D | Whelen Speaker Bracket Ford Mach E 2021-22, Drivers Side | Whelen | 1 | 39.20 | 39.20 |
| EW3214 | ECCO, 14" Dual Row Work Light 6700 Lum | Ecco | 1 | 240.70 | 240.70 |
| I | Installation Charges | Labor Items | 11 | 125.00 | 1,375.00 |
| | Side Equipment | | | | |
| ARGES2 | Whelen, Arges Profocus Remote Spotlight | Whelen | 2 | 606.90 | 1,213.80 |
| ARGCH1 | Whelen, Arges Bail Mount Control Head | Whelen | 1 | 233.80 | 233.80 |
| ARG57P | Whelen, Passenger Side Fender Mount 2022-23 MACH-E | Whelen | 1 | 87.20 | 87.20 |
| ARG57D | Whelen, Driver Side Fender Mount 2022-23 MACH-E | Whelen | 1 | 87.20 | 87.20 |
| I | Installation Charges | Labor Items | 7 | 125.00 | 875.00 |
| | Roof Equipment | | | | |
| EB8DEDE-LEHR | Whelen, 48" Legacy Duo WeCanX LED Lightbar | Whelen | 1 | 2,199.00 | 2,199.00 |
| STPKT108 | Whelen, Lightbar Strap Kit #108 | Whelen | 1 | | |
| AP-MMF-CG-Q-S11-BL | Antnaplus, Cell/Lte/Gps Antenna | Airgain | 1 | 148.75 | 148.75 |
| QWB450 | 450-470 MHz 1/4 Wave NMO Mobile Antenna - Black | Misc Radio Parts | 1 | 18.08 | 18.08 |

# Sales Quote



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Quote Number: 43963
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Payment Method:

Sell To: City of St. Helena
Justin Tharpe
1572 Railroad Ave
Saint Helena, CA 94574
Phone: (707) 967-2856

Ship To: City Of St Helena
Justin Tharpe
1405 Charter Oaks Ave
Saint Helena, CA 94574
Phone: 707-339-1053

Ship Via
Tax Ident. Type Legal Entity
Customer ID 60645
SalesPerson Mike McGee

**Vehicle Information:**
2023 FORD MACH E

**PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED**

| Item No. | Description | Manufacturer Name | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| QWB152 | 152-162MHz 1/4 Wave NMO Mobile Antenna - Black | Misc Radio Parts | 1 | 17.22 | 17.22 |
| NMO-K-DS | 3/4" Hole NMO Style Mount w/17' DS Coax | Misc Radio Parts | 2 | 29.64 | 59.28 |
| I | Installation Charges | Labor Items | 4 | 125.00 | 500.00 |
| | _____ Drivers Compartment _____ | | | | |
| C-VS-2600-MSTG | Havis Stnd 9" Wide, Med Height, 5-Deg Angld 26" Console 21-23 Mustang Mach-E | Havis | 1 | 493.60 | 493.60 |
| C-EB40-WSB-1P | Havis 4" FP Fits Arges Remote Spotlight Control Head | Havis | 1 | | |
| C-EB40-CCS-1P | Havis 4" FP Fits Cencom CCSRN, CCSRNTA, MPC03 | Havis | 1 | | |
| C-EB30-TK7-1P | Havis, 3" Face Plate, Fits Kenwood TK-5710, TK-5810, TK-690, TK-790, TK-890 | Havis | 1 | | |
| C-FP-5 | Havis 5" Filler Plate | Havis | 1 | | |
| C-FP-15 | Havis 1.5" Filler Plate | Havis | 2 | | |
| CUP2-1001 | Havis 4" Self-Adjusting Double Cup Holder | Havis | 1 | 53.60 | 53.60 |
| C-AP-0325 | OBSOLETE US C-AP-0325-1 WHEN OUT 3" Accessory Pocket, 2.5" Deep | Havis | 1 | 40.80 | 40.80 |
| 091-219-5 | Kussmaul, 4.8A Usb Dual Port, 12/24V | Kussmaul | 1 | 70.00 | 70.00 |
| IPM-111 | Mag Mic, Insulated KIT | Magnetic Mic | 2 | 42.00 | 84.00 |
| C-MCB | Havis Mic Clip Bracket | Havis | 2 | 15.20 | 30.40 |
| C-HDM-1018 | Havis, Hd Pass. Side Mount Base 21-* Mustang Mach-E | Havis | 1 | 278.40 | 278.40 |
| C-HDM-203 | Havis, 12" Heavy-Duty Telescoping Pole, Short Handle | Havis | 1 | 161.60 | 161.60 |
| C-MD-112 | Havis 11" Slide Out Locking Swing Arm w/ Motion Adapter | Havis | 1 | 293.60 | 293.60 |
| C-HDM-401 | Havis Heavy-Duty Stability Side Arm | Havis | 1 | 63.20 | 63.20 |
| DS-PAN-1111-2 | Havis, Cf33 Dock, Dual Pass | Havis | 1 | 1,077.75 | 1,077.75 |
| LPS-103 | Havis, Power Adapter | Havis | 1 | 195.75 | 195.75 |
| GK10301S1U | Setina Dual T-Rail Gun Mount W/1 Small Lock & 1 Universal XL Lock #2 Key | Setina | 1 | 407.20 | 407.20 |

# Sales Quote



661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 43963
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of St. Helena
Justin Tharpe
1572 Railroad Ave
Saint Helena, CA 94574
Phone: (707) 967-2856

Ship To: City Of St Helena
Justin Tharpe
1405 Charter Oaks Ave
Saint Helena, CA 94574
Phone: 707-339-1053

Ship Via
Tax Ident. Type Legal Entity
Customer ID 60645
SalesPerson Mike McGee

**Vehicle Information:**
2023 FORD MACH E

**PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED**

| Item No. | Description | Manufacturer Name | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | CSM - POLICE 2 WAY RADIO - KW DB UHF/VHF | | | | |
| | CSM - ICV | | | | |
| I | Installation Charges | Labor Items | 19.5 | 125.00 | 2,437.50 |
| | _____ | | | | |
| | Prisoner Compartment | | | | |
| | _____ | | | | |
| PK1130MUE21 | Setina, 10XI Partition, Recessed, 2023 Mach E | Setina | 1 | 823.20 | 823.20 |
| DK0598MUE21 | Setina, Door Skins, Aluminum Pr, 2023 Mach E | Setina | 1 | 183.20 | 183.20 |
| QK2112MUE21 | Setina, Replacement Tpo Seat, Factory Belts, Mach E 2022 | Setina | 1 | 543.20 | 543.20 |
| WK0595MUE21 | Setina, Poly Window Barrier, 2023 Mach E | Setina | 1 | 287.20 | 287.20 |
| PK0666MUE21 | Setina, #12 Rear Screen/Equipment Tray 2023 Mach E | Setina | 1 | 543.20 | 543.20 |
| I | Installation Charges | Labor Items | 9.5 | 125.00 | 1,187.50 |
| | _____ | | | | |
| | Back End Equipment | | | | |
| | _____ | | | | |
| ETFBSSN-P | SOUNDOFF FLASHBACK ALTERNATING TAILLIGHT FLASHER, SOLID STATE-2.4 F.P.S. | Sound Off | 1 | 68.34 | 68.34 |
| TLI2J | Whelen ION T-Series DUO Red/Blue | Whelen | 2 | 104.99 | 209.98 |
| C399 | Whelen Cencom Core WCX Remote Siren & Control Center | Whelen | 1 | 1,049.00 | 1,049.00 |
| CCTL7 | Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head | Whelen | 1 | | |
| C399K7 | Whelen, OBDII Canport Kit 2021-22 F-150 | Whelen | 1 | | |
| CEM16 | Whelen Core WCX 16 Output Expansion Module | Whelen | 1 | 193.90 | 193.90 |
| | CSM - AXON BLUETOOTH SIGNAL BOX | | | | |
| I | Installation Charges | Labor Items | 13 | 125.00 | 1,625.00 |
| | _____ | | | | |
| INSTALL | Install Materials | Service Items | 1 | 225.00 | 225.00 |

# Sales Quote



661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 43963
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of St. Helena
Justin Tharpe
1572 Railroad Ave
Saint Helena, CA 94574
Phone: (707) 967-2856

Ship To: City Of St Helena
Justin Tharpe
1405 Charter Oaks Ave
Saint Helena, CA 94574
Phone: 707-339-1053

Ship Via
Tax Ident. Type Legal Entity

Customer ID 60645
SalesPerson Mike McGee

**Vehicle Information:**
2023 FORD MACH E

**PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED**

| Item No. | Description | Manufacturer Name | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| F | Shipping Charges | Service Items | 1 | 395.00 | 395.00 |

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
21821.52
Amount Exempt from Sales Tax
395.00

**Subtotal:** **22,216.52**
Total Sales Tax: 1582.06
**Total:** **23,798.58**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

# Sales Quote



661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 44108
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of St. Helena
Justin Tharpe
1572 Railroad Ave
Saint Helena, CA 94574
Phone: (707) 967-2856

Ship To: City Of St Helena
Justin Tharpe
1405 Charter Oaks Ave
Saint Helena, CA 94574
Phone: 707-339-1053

Ship Via
Tax Ident. Type Legal Entity
Customer ID 60645
SalesPerson Mike McGee

**Vehicle Information:**
2023 FORD MAVERICK

**PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED**

| Item No. | Description | Manufacturer Name | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | Front End Equipment | | | | |
| TLI2D | Whelen ION T-Series DUO Red/White | Whelen | 1 | 104.99 | 104.99 |
| TLI2E | Whelen ION T-Series DUO Blue/White | Whelen | 1 | 104.99 | 104.99 |
| | GRILL | | | | |
| SA315P | Whelen Siren Speaker 100W | Whelen | 1 | 199.99 | 199.99 |
| SAK9 | Whelen Speaker Bracket Universal Swivel | Whelen | 1 | 34.30 | 34.30 |
| MI0001 | Patrol Power Gen 1 Mini Harness | Patrol Power | 1 | 510.40 | 510.40 |
| I | Installation Charges | Labor Items | 7 | 125.00 | 875.00 |
| | Roof Equipment | | | | |
| EB8DEDE-LEHR | Whelen, 48" Legacy Duo WeCanX LED Lightbar | Whelen | 1 | 2,199.00 | 2,199.00 |
| STPKT109 | LIGHTBAR STRAP KIT #109 | Whelen | 1 | | |
| NMO-K-DS | 3/4" Hole NMO Style Mount w/17' DS Coax | Misc Radio Parts | 1 | 29.64 | 29.64 |
| QWB450 | 450-470 MHz 1/4 Wave NMO Mobile Antenna - Black | Misc Radio Parts | 1 | 18.08 | 18.08 |
| QWB152 | 152-162MHz 1/4 Wave NMO Mobile Antenna - Black | Misc Radio Parts | 1 | 17.22 | 17.22 |
| AP-MMF-CG-Q-S11-BL | Antnaplus, Cell/Lte/Gps Antenna | Airgain | 1 | 148.75 | 148.75 |
| I | Installation Charges | Labor Items | 4 | 125.00 | 500.00 |
| | Drivers Compartment | | | | |
| C-HDM-1013 | Havis, Heavy-Duty Mount For 2020-2021 Ford EscapePart # C | Havis | 1 | 197.60 | 197.60 |
| C-HDM-202 | Havis 8.5" Heavy-Duty Telescoping Pole, Short Handle | Havis | 1 | 152.00 | 152.00 |
| C-MD-112 | Havis 11" Slide Out Locking Swing Arm w/ Motion Adapter | Havis | 1 | 293.60 | 293.60 |
| C-HDM-401 | Havis Heavy-Duty Stability Side Arm | Havis | 1 | 63.20 | 63.20 |



# Sales Quote



661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 44108
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of St. Helena
Justin Tharpe
1572 Railroad Ave
Saint Helena, CA 94574
Phone: (707) 967-2856

Ship To: City Of St Helena
Justin Tharpe
1405 Charter Oaks Ave
Saint Helena, CA 94574
Phone: 707-339-1053

Ship Via
Tax Ident. Type Legal Entity
Customer ID 60645
SalesPerson Mike McGee

**Vehicle Information:**
2023 FORD MAVERICK

**PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED**

| Item No. | Description | Manufacturer Name | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| DS-PAN-1111-2 | Havis, Cf33 Dock, Dual Pass | Havis | 1 | 1,077.75 | 1,077.75 |
| LPS-103 | Havis, Power Adapter | Havis | 1 | 195.75 | 195.75 |
| MMSU-1 | Mag Mic Magnetic Mic Kit | Magnetic Mic | 2 | 39.95 | 79.90 |
| | CSM - POLICE RADIO | | | | |
| I | Installation Charges | Labor Items | 8 | 125.00 | 1,000.00 |
| | _____ | | | | |
| | Back End Equipment | | | | |
| | _____ | | | | |
| VTX9J | Whelen Vertex Super-LED Omni Directional Lighthead DUO Red/Blue | Whelen | 1 | 84.99 | 84.99 |
| C399 | Whelen Cencom Core WCX Remote Siren & Control Center | Whelen | 1 | 1,049.00 | 1,049.00 |
| CCTL7 | Whelen Core WCX 21 Push-Buttons & 4-Position Slide Control Head | Whelen | 1 | | |
| I | Installation Charges | Labor Items | 8 | 125.00 | 1,000.00 |
| | _____ | | | | |
| INSTALL | Install Materials | Service Items | 1 | 195.00 | 195.00 |
| F | Shipping Charges | Service Items | 1 | 225.00 | 225.00 |

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
10131.15
Amount Exempt from Sales Tax
225.00

**Subtotal:** **10,356.15**
Total Sales Tax: 734.51
**Total:** **11,090.66**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

# Sales Quote



661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 44109
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of St. Helena
Justin Tharpe
1572 Railroad Ave
Saint Helena, CA 94574
Phone: (707) 967-2856

Ship To: City Of St Helena
Justin Tharpe
1405 Charter Oaks Ave
Saint Helena, CA 94574
Phone: 707-339-1053

Ship Via
Tax Ident. Type Legal Entity
Customer ID 60645
SalesPerson Mike McGee

**Vehicle Information:**
2023 TESLA MODEL 3

**PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED**

| Item No. | Description | Manufacturer Name | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | Front End Equipment | | | | |
| VTX609D | Whelen Vertex Super-LED Omni Directional Lighthead Split Red/White | Whelen | 1 | 84.99 | 84.99 |
| VTX609E | Whelen Vertex Super-LED Omni Directional Lighthead Split Blue/White | Whelen | 1 | 84.99 | 84.99 |
| SA315P | Whelen Siren Speaker 100W | Whelen | 1 | 199.99 | 199.99 |
| SAK9 | Whelen Speaker Bracket Universal Swivel | Whelen | 1 | 34.30 | 34.30 |
| MI0001 | Patrol Power Gen 1 Mini Harness | Patrol Power | 1 | 510.40 | 510.40 |
| I | Installation Charges | Labor Items | 7 | 125.00 | 875.00 |
| | Drivers Compartment | | | | |
| XONR | Whelen ION Series Super-LED Red w/Smoked Lens FOWARD FACING LIGHTHEAD-DRIVER'S SIDE STEADY RED | Whelen | 1 | 126.00 | 126.00 |
| XONJ | Whelen ION Series Super-LED Red/Blue w/Smoked Lens FORWARD FACING LIGHTHEAD-PASSENGER'S SIDE | Whelen | 1 | 126.00 | 126.00 |
| ALPHASL | Whelen Remote 200W Siren For Use w/ Remote Switches | Whelen | 1 | 211.40 | 211.40 |
| NPN | (3) ROCKER SWITCHES CSM - POLICE RADIO | Service Items | 3 | 15.00 | 45.00 |
| I | Installation Charges | Labor Items | 10 | 125.00 | 1,250.00 |
| | Back End Equipment | | | | |
| TLI2J | Whelen ION T-Series DUO Red/Blue | Whelen | 2 | 104.99 | 209.98 |
| TIONBKT1 | Whelen ION T-Series Universal "L" Mounting Bracket REAR DECK | Whelen | 2 | 12.60 | 25.20 |

# Sales Quote



661 Garcia Avenue Pittsburg, CA 94565
Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 44109
Document Date: 11/22/2023
Terms: Net 30
Payment Method:

Sell To: City of St. Helena
Justin Tharpe
1572 Railroad Ave
Saint Helena, CA 94574
Phone: (707) 967-2856

Ship To: City Of St Helena
Justin Tharpe
1405 Charter Oaks Ave
Saint Helena, CA 94574
Phone: 707-339-1053

Ship Via
Tax Ident. Type Legal Entity

Customer ID 60645
SalesPerson Mike McGee

**Vehicle Information:**
2023 TESLA MODEL 3

**PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED**

| Item No. | Description | Manufacturer Name | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| ETFBSSN-P | SOUNDOFF FLASHBACK ALTERNATING TAILLIGHT FLASHER, SOLID STATE-2.4 F.P.S. | Sound Off | 1 | 68.34 | 68.34 |
| I | Installation Charges | Labor Items | 5 | 125.00 | 625.00 |
| INSTALL | Install Materials | Service Items | 1 | 195.00 | 195.00 |
| F | Shipping Charges | Service Items | 1 | 75.00 | 75.00 |
| NMO-K-DS | 3/4" Hole NMO Style Mount w/17' DS Coax | Misc Radio Parts | 2 | 29.64 | 59.28 |
| QWB450 | 450-470 MHz 1/4 Wave NMO Mobile Antenna - Black | Misc Radio Parts | 1 | 18.08 | 18.08 |
| QWB152 | 152-162MHz 1/4 Wave NMO Mobile Antenna - Black | Misc Radio Parts | 1 | 17.22 | 17.22 |

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
4766.17
Amount Exempt from Sales Tax
75.00

| | |
|---|---|
| **Subtotal:** | **4,841.17** |
| Total Sales Tax: | 345.55 |
| **Total:** | **5,186.72** |

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-____

**RESOLUTION AUTHORIZING: (1) THE UPFITTING OF FOUR POLICE VEHICLES BY LEHR IN AN AMOUNT NOT-TO-EXCEED $70,262.00; (2) THE CITY MANAGER TO EXECUTE ALL NECESSARY AGREEMENTS FOR THE OUTFITTING OF THE VEHICLES; AND (3) A BUDGET ADJUSTMENT OF $10,896 TO GL ACCOUNT 212-4900-2630.**

### RECITALS

A. Recently the City purchased four new police vehicles; and

B. The four vehicles need upfitting to become police vehicles; and

C. This is an expected, budgeted expense; and

D. A portion of the expenses will be paid for utilizing a California Highway Patrol Driving Under the Influence Grant that was awarded in FY 2023-24 with $10,896.09 earmarked within in grant for the upfitting of an enforcement vehicle; and

E. Awarding the contract for the upfitting of two 2023 Ford Mustang Mach E, Tesla Model 3, and a Ford Maverick to Lehr located in Pittsburg, California and authorizing a budget adjustment to utilize the grant funds for the upfitting of the vehicle.

### RESOLUTION

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

1. Authorize the upfitting of four police vehicles by Lehr in Pittsburg, CA for an amount not-to-exceed $70,262.
2. Authorize the City Manager to execute the necessary agreements for the upfitting of vehicles.
3. Authorize a Budget Adjustment in the amount of $10,896.09 to GL Account 212-4900-26-30.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2023, by the following vote:

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

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

# Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Mandy Kellogg, Administrative Services Director |
| **SUBJECT:** | Consideration and proposed approval of a resolution: (1) Duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the Part-time Casual Worker classifications, (2) Approving the addition of Part-time Associate classifications, and (3) Approving a budget increase in the amount of $11,126 to Part-time Salary and Benefits utilizing General Fund Reserves. |
| **RECOMMENDED ACTION:** | Approve the attached resolution. |
| **PREVIOUS COUNCIL ACTION:** | None. |
| **STATEMENT OF THE PURPOSE:** | The purpose is to duly approve and adopt a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the Part-time Casual Worker classifications effective January 1, 2024. |
| **FINANCIAL IMPACT:** | The Fiscal Impact is estimated to be $11,126 for the remainder of Fiscal Year 2023-24. Funds will be utilized from General Fund Reserves, leaving the estimated Net Position at 51%. This action will require a budget increase as follows:<br><br>General Fund Part-time Salaries: $10,187<br>General Fund Part-time Benefits: $ 939 |

**BACKGROUND:**

The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. As a public employer, the City must abide by the Government Code when establishing and reporting employee compensation. The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule meet the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws.

- Identifies the position title for every employee position.
- Shows the pay rate for each position.
- Indicates the time base for each pay rate.

CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation.

**DISCUSSION:**

**Casual Worker Salary Ranges**

California law mandates that the minimum wage be increased when certain inflation-related events occur. Specifically, California Labor Code section 1182.12 delegates authority to the Director of Finance to annually determine and certify to the Governor and State Legislature whether an adjustment to the minimum wage is appropriate.

The Director of California's Department of Finance published a letter on July 31, 2023, stating that the minimum wage needed to rise by 3.5 percent to account for an inflation adjustment effective the beginning of calendar year 2024. On January 1, 2024, the California minimum wage will increase from $15.50 per hour to $16.00 per hour. As a result, staff reviewed the existing hourly rates on the part-time salary schedule casual worker classifications for recommended increases.

All classifications with the exception of the casual worker classifications, received a minimum cost of living increase of 5% on July 1, 2022, 4.2% on July 1, 2023 and will receive an additional cost of living increase based on the CPI on July 1, 2024. As a result of the lack of salary increases, the casual worker classification salary ranges have not kept up with inflation. Therefore, staff is recommending a 10% increase to each of the ranges in the casual worker series effective January 1, 2024. This will result in an estimated annual increase in part-time salaries and benefits of $22,252, which may fluctuate slightly based on actual hours worked. Due to implementation on January 1, 2024, the fiscal impact for the remainder of the year is estimated to be $11,126.

**Part-time Associate Series**

From time to time, the City has the need to hire part-time employees in a technical, professional, or executive level capacity to provide support during a staffing vacancy or to assist with special projects. Pay rates for these positions must be included with the adopted salary schedule in order to comply with the California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5). Therefore, staff is recommending the addition of a Technical Associate, Professional Associate, and Executive Associate classifications to provide the City flexibility in staffing during these occurrences.

There is no fiscal impact associated with the addition of these classifications to the salary schedule, nor is there an impact to the approved FTE.

**ENVIRONMENTAL REVIEW:** None.

**DOCUMENTS ATTACHMENTS:**

Resolution FY24 Part-time, Extra Help, and Elected Officials Salary Schedule
Attachment A - FY23-24 Salary Schedule Effective 2024.01.01

**CITY OF ST. HELENA**

**RESOLUTION NO. 2023-__**

**Duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the Part-time Casual Worker classifications and addition of Part-time Associate classifications, and Approving a budget increase in the amount of $11,126 to Part-time Salary and Benefits utilizing General Fund Reserves.**

## RECITALS

A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

C. The City desires to increase the casual worker classifications salary ranges by 10% effective January 1, 2024 to address an increase in the California minimum wage and keep up with inflation; and

D. The City has the need to hire part-time employees in a technical, professional, or executive level capacity to provide support during a staffing vacancy or to assist with special projects; and

E. Therefore, is recommending the addition of a Technical Associate, Professional Associate, and Executive Associate classifications to provide the City flexibility in staffing during these occurrences.

## RESOLUTION

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

1. That the City of St. Helena Publicly Available Salary Schedule Part-time, Extra Help, and Elected Officials is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5, and

2. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website and will be made available for public inspection for not less than five years.

3. Approval of a budget increase in the amount of $11,126 to Part-time Salary and Benefits utilizing General Fund Reserves

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2023, by the following vote:

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

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

# CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

## Part-time, Extra Help, and Elected Officials

**Approved and Adopted December 12, 2023**

Effective January 1, 2024

**FY 2023-2024**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Timebase*** | **A** | **B** | **C** | **D** | **E** |
| ***Part-time Classifications*** | | | | | | |
| Casual Worker I | Hourly | 17.05 | 17.90 | 18.80 | 19.74 | 20.72 |
| Casual Worker II | Hourly | 17.90 | 18.80 | 19.74 | 20.72 | 21.76 |
| Casual Worker III | Hourly | 21.54 | 22.61 | 23.75 | 24.93 | 26.18 |
| Casual Worker IV | Hourly | 27.48 | 28.85 | 30.29 | 31.81 | 33.40 |
| Cuasual Worker V | Hourly | 35.06 | 36.81 | 38.65 | 40.58 | 42.61 |

| **Position** | **Timebase*** | |
|---|---|---|
| ***Extra-Help Classifications*** | | |
| Technical Associate | Hourly Pay | 24.39 - 64.25 |
| Professional Associate | Hourly Pay | 44.11 - 81.96 |
| Executive Associate | Hourly Pay | 57.68 - 129.32 |

| **Position** | | |
|---|---|---|
| ***Elected Positons*** | | |
| Mayor [(1)] | Annual | 3,600 |
| Vice Mayor [(1)] | | |
| Council Member [(1)] | | |
| Planning Chairperson [(1)] | Annual | 1,200 |
| Planning Vice Chairperson [(1)] | | |
| Planning Commissioner [(1)] | | |

*(1) Position does not have a pay range.*

**Annual timebase payrate is rounded up to the nearest whole dollar, while all other timebase payrates are rounded to the nearest cent*

**Definitions:**

*Part-time and Extra Help positions are limited to 999 hours annually. Salaries for PERS retired annuitants must meet PERS requirements and are limited to 960 hours. If a PERS retired annuitant is performing part-time services for a position identified on the City's Salary Schedule for full-time positions, the City pays the employee an hourly rate based on the Salary Schedule for full-time positions. Consult Human Resources for assistance in determining the appropriate hourly rates for part-time, limited-term, extra-help or retired annuitants.*

**Technical Associate**
On a part-time, limited-term or extra-help basis and under general supervision, provides temporary technical or para-professional support for a variety

**Professional Associate**
On a part-time, limited-term or extra-help basis and under general supervision, provides temporary professional support for a variety of City offices.

**Executive Associate**
On a part-time, limited-term or extra-help basis, provides temporary executive level support for a variety of City offices.

# Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Lesley Milton, Asst. to the City Manager, Mario Traverso, Project Manager |
| **SUBJECT:** | Approval of a Resolution authorizing Amendment #2 to STH Contract: FY2020-086 with BKF for $27,350 for additional services needed to complete the design for Capital Improvement Project R19-05 Grayson Avenue and South Crane Avenue Rehabilitation for a total not-to-exceed amount of $217,479. |
| **RECOMMENDED ACTION:** | Approve the resolution authorizing the Contract Amendment #2 to STH Contract 2020-086. |
| **PREVIOUS COUNCIL ACTION:** | April 28, 2020 - Contract: FY2020-086 with BKF for a total not-to-exceed $175,139 This was to include design only for both road segments.<br><br>November 24, 2020 - Amendment #1 for an additional $15,000 to complete updated drawings, technical specifications, and design of the new recycled water main on Grayson Avenue.<br><br>June 23, 2023 - City Council amended the Measure T Expenditure plan and authorized the transfer of funding from construction into design to allow for the design completion of the South Crane portion of the plan and preparation of a complete pavement rehabilitation package. No contract was executed to expend the funding at that time. |
| **STATEMENT OF THE PURPOSE:** | Authorize execution of Amendment #2 to BKF Contract 2022-086 for CIP Project R19-05 authorizing an additional expenditure of $27,350 for a total not to exceed $217,489. |
| **FINANCIAL IMPACT:** | The Grayson Avenue and South Crane Avenue Rehabilitation, Project No. R19-05 is included in the June 2023 adopted five-year Capital Improvement Plan (CIP) and $30,000 were approved in the FY 24 Budget for Design. No additional funding is requested as part of this item. |

**BACKGROUND:**

The City of St. Helena is responsible for the maintenance of public streets within the City limits. On May 8, 2018, City Council adopted the Capital Improvement Plan (CIP) which included Grayson Avenue and South Crane Avenue Rehabilitation, Capital Improvement Project R19-05.

The City of St. Helena requires engineering services to provide plans, specifications, and construction estimates in order to bid the future street improvement project. On October 3, 2019, a Request for Proposals (RFP) was released to find qualified consultant(s) to provide engineering, design, and environmental services for Capital Improvement Plan R19-05 project - South Crane Avenue and Grayson Avenue Rehabilitation. Per the City's pavement management software program, Streetsaver, both Grayson Avenue and South Crane Avenue are due for complete reconstruction with PCI's as low as 33 and 24 respectively.

On April 28, 2020, the City and BKF entered into an Agreement for professional services in connection with the project R19-05 Grayson Avenue and South Crane Avenue Rehabilitation. On November 24, 2022, the Council authorized Amendment #1 for an additional $150,000 for additional design elements on Grayson Avenue.

**DISCUSSION:**
Additional design services are being requested. The attached scope of services includes modifications to South Crane Avenue to assist with the roadway realignment approach and improvements needed to add Class II bike lanes to this street. Additionally, BKF will assist with preparing stand-alone pavement rehabilitation design packages to prepare for the upcoming pavement and rehabilitation projects for both streets. The full proposed scope is listed as Attachment C.

This amendment should complete the design of the project and all project deliverables are to be received before June 2024. Staff are including both Grayson Avenue and South Crane Avenue components within the upcoming pavement management project to begin July 1, 2024.

The Napa Countywide Road Maintenance Act, commonly known as "Measure T", is a 25-year period half-cent sales tax to fund improvements and maintenance of under-funded local streets and roads as well as supporting road infrastructure. R19-05 is an approved project on the Measure T project list, amended and approved on June 12, 2023.

Contract amounts previously approved and the proposed expenditure for Amendment #2 is as follows:

| BKF's Total Contract Amounts | |
|---|---|
| Initial Contract: | $175,139 |
| Amendment #1: | $ 15,000 |
| *Proposed* Amendment #2: | $ 27,350 |

BKF's Total Contract Amounts
**Total Not to Exceed Cost:** $217,489

**ENVIRONMENTAL REVIEW:**
This is not a CEQA project.

**DOCUMENTS ATTACHMENTS:**

Attachment A Resolution Amendment #2 BKF R19-05
Attachment B Contract Amendment #2 BKF R19-05
Attachment C (Exhibit A to Resolution) Scope of Services
Attachment D STH Contract FY2020-086 BKF PSA CIP R19-05 Grayson & Crane Rehab
Attachment E STH Contract FY2020-086-01-A Amendment #1 BKF R19-05

# CITY OF ST. HELENA

## RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #2 TO AGREEMENT 2020-086 WITH BKF FOR WORK ASSOCIATED WITH CIP PROJECT R19-05 FOR AN ADDITIONAL $27,350, FOR AN AMOUNT NOT-TO-EXCEED $217,489.00.**

### RECITALS

A. On April 28, 2020, the City Council authorized the City Manager to execute a Professional Services Agreement with BKF for design of the R19-05 project for an amount not to exceed $175,139; and

B. On November 24, 2020, the City Council authorized Amendment #1 to the agreement for an additional $15,000 to design the recycled water main for a total design contract not-to-exceed amount of $190,139; and

C. Additional funds are needed to further design South Crane Avenue to modify the approach and to add Class II bike lanes, as well as to prepare full packages for both streets for the upcoming pavement rehabilitation process; and

D. Amendment #2 is for an additional $27,350 to fulfil the above additional design requests for a total design contract not-to-exceed amount of $217,489; and

E. The Grayson Avenue and South Crane Avenue Rehabilitation project, CIP Project No. R19-05 is included in the June 2023 adopted five-year Capital Improvement Program and is being funded by Measure T funds and was approved on the Measure T submitted five-year plan.

### RESOLUTION

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

1. Authorizes the execution of Amendment #2 to Professional Service Agreement 2020-086 with BKF to provide additional design services for both South Crane Avenue and Grayson Avenue for an additional $27,350 and an amount not-to-exceed $217,489.
2. Authorize the City Manager to execute Amendment #2 to Professional Service Agreement 2020-086 with BKF.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

**AMENDMENT #2**
**TO PROFESSIONAL SERVICES AGREEMENT WITH BKF; STH CONTRACT NO: 2020-086 FOR DESIGN SERVICES FOR CAPITAL IMPROVEMENT PROJECT R19-05 GRAYSON AVENUE AND SOUTH CRANE AVENUE REHABILITATION**

This Second Amendment to Professional Services Agreement City of St. Helena STH Contract: FY 2022-086 with BKF dated April 28, 2020 ("Agreement") is made as of this 12th day of December, 2023 by and between the City of St. Helena (City) and BKF (Consultant).

**RECITALS**

A. On April 28, 2020, the City Council authorized the City Manager to execute a Professional Services Agreement with BKF for design of the R19-05 project for an amount not to exceed $175,139; and

B. On November 24, 2020, the City Council authorized Amendment #1 to the agreement for an additional $15,000 to design the recycled water main for a total design contract not to exceed amount of $190,139; and

C. Additional funds are needed to further design South Crane Avenue to modify the approach and to add Class II bike lanes, as well as to prepare full packages for both streets for the upcoming pavement rehabilitation process; and

D. The Grayson Avenue and South Crane Avenue Rehabilitation project, CIP Project No. R19-05 is included in the June 2023 adopted five-year Capital Improvement Program and is being funded by Measure T funds and was approved on the Measure T submitted five year plan; and

E. The City and Consultant now desire to amend the Agreement for an additional $27,350 for additional design services included in exhibit A for a total design contract not-to-exceed amount of $217,489 with no additional modifications to the existing agreement.

**AGREEMENT**

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

1. Section 1. Basic Services
   Parties agree to amend Section 1, “Basic Services” of the Agreement to provide additional services, as outlined in Exhibit A, “Scope of Work” attached hereto.

2. Section 4. Compensation, is amended to read as follows:
   “Total compensation shall not exceed $217,489…”

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

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

APPROVED AS TO FORM:

By: _____
Print Name:
Title:

_____
Ethan Walsh, City Attorney St. Helena

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

ATTEST:

By: _____
Anil Comelo
City Manager

_____
Cindy Tzafopoulos
City Clerk

May 25, 2023
BKF No 20191770-10

Mario Traverso
City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94574
*Transmitted Via Email*

**Subject: Grayson Avenue and South Crane Avenue Pavement Rehabilitation Project**
**Additional Service Request**
**Phased Improvement Packages and Design Modifications**

Dear Mario,

Based on our conversations we understand that the City is requesting that the improvements for Grayson Avenue and South Crane Pavement Rehabilitation be separated into two separate construction document packages to better align with the City's construction phasing for the roadways. We further understand that the City is also looking to make design modifications to the South Crane Avenue design to move away from the roadway realignment approach and instead to make improvements needed to add a Class II bike lane on this street. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services and determined a level of effort fee based on our understanding of the project.

## I. Scope of Services

### TASK 8: Grayson Avenue Package Updates

Under this task, BKF will separate out the improvements specific to Grayson Avenue from the original improvement package to be included with an upcoming pavement project the City is proceeding with. The improvement package will remain consistent with the original design. It is our understanding that this design will be incorporated into part of another pavement improvement project package, prepared by the City, and will not be a stand-along package. To supplement this deliverable, we will also develop technical specifications and an Engineer's Opinion or Probable Construction Costs for this work, to be incorporated into the master documents for the overall project, as prepared by the City.

### TASK 9: South Crane Avenue Package Updates

Under this task, BKF will separate out the improvements specific to South Crane Avenue from the original improvement package to be utilized as a stand-alone pavement rehabilitation project. We understand that the City would like to modify the design of South Crane Avenue to include Class II bike lanes as well as some storm drain conveyance features along the roadway.

In addition to the services described above, BKF has budgeted up to a maximum of eight (8) combined staff hours to attend meetings with City staff and the City Bike and the ATSC to review and discuss the bike lane concepts and the impact of improvements relative to existing property owner's frontages along the corridor. BKF has also budgeted a maximum of four (4) combined staff hours to support City staff during preparation for and attend at a City Council meeting for the acceptance of the South Crane Avenue design.

## II. Scope Qualifications and Assumptions

BKF's services are limited to those expressly set forth in the scope. BKF shall have no other obligations or responsibilities for the project, except as provided in this proposal letter, or as agreed to in writing. BKF's

services shall be provided consistent with and limited to the standard of care acceptable to such services, which is that BKF shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

## III. Fees for Professional Services

BKF will provide the services described above on a Time and Materials basis in accordance with the fees tabulated below.

| TASK | DESCRIPTION | FEE |
|---|---|---|
| 8 | Grayson Avenue | $5,850 |
| 9 | South Crane Avenue | $21,500 |
| | TOTAL FEE | $27,350 |

BKF will generate and mail monthly invoices which include a brief description of the services provided during each billing period. Our invoices will identify the number of hours worked and the associated hourly rate by professional category. The cost of materials and other reimbursable expenses, such as printing, reproduction and postage, are not reflected in the fees above and will be identified as a separate line item on our monthly invoice. Mileage will be billed at the standard IRS rate. Reimbursable expenses will be billed at cost plus 10% to help cover our costs to carry and process expenses.

The services described herein, as well as services outside of this scope, will only be performed if authorized by the Client. Fees for additional services will be billed on a Time and Materials basis in accordance with our rate schedule, unless otherwise agreed upon.

These services can be terminated at any time with written direction from either the Client or BKF. If BKF is given direction from the Client to terminate services before our services are complete, then we will issue a final invoice proportional to the services we provided with our billing cycle following the date services are terminated.

## IV. Acceptance

If this scope of service and fee for additional professional services is acceptable, BKF is prepared to proceed upon receipt of formal authorization.

BKF will provide our services consistent with the professional skill and care ordinarily provided by consultants practicing in the same locality under similar circumstances. Our services shall be limited to those expressly summarized in this proposal and we shall have no other obligations or responsibilities, unless otherwise agreed upon.

Thank you for the opportunity to continue to serve you. Please contact me at 415-930-7964 if you have any questions regarding our amended scope of services.

Respectfully,

BKF Engineers

Jason Kirchmann, PE, PLS, QSD/P
Vice President

5THCONTRACT FY2020-086

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on April 28, 2020 by and between the City of St. Helena, located in the County of Napa, State of California (City), and BKF (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Capital Improvement Plan Project No. R19-05 Grayson Avenue and South Crane Avenue Rehabilitation, Design Services.

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

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

**SECTION 1 – BASIC SERVICES**

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

**SECTION 2 – ADDITIONAL SERVICES**

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

**SECTION 3 – TIME FOR COMPLETION**

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

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

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $175,139.00 (One Hundred Seventy-five Thousand One Hundred Thirty-nine Dollars and Zero Cents), unless additional compensation is approved in accordance with Section 2.

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

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

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

**SECTION 5 – STANDARD OF PERFORMANCE**

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

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

**SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

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

**SECTION 7 – INSURANCE REQUIRED**

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

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

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
   1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
   3. Employer's Liability: $2,000,000 per accident for bodily injury or disease.

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

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

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

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

G. Other Insurance Provisions. The commercial general liability and automobile liability

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

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

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

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

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

**SECTION 8 – INDEMNIFICATION**

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought

or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a "design professional," pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

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

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

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

## SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

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

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

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

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

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

**SECTION 11 – OWNERSHIP OF DOCUMENTS**

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

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

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

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

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

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

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

**SECTION 13 – SUSPENSION OF WORK**

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually

satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

**SECTION 14 – COMPLIANCE WITH LAW**

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

**SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

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

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

**SECTION 16 – AUDIT AND INSPECTION OF RECORDS**

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

**SECTION 17 – LIMITATION OF LIABILITY**

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the "City" under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

**SECTION 18 – COOPERATION BY CITY**

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

**SECTION 19 – NOTICES**

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

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

To Consultant:
BKF
200 4th Street, Suite 300
Santa Rosa, CA 95401

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

**SECTION 20 – TERMINATION**

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

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

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

**SECTION 21 – ATTORNEYS' FEES**

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

**SECTION 22 – ENTIRE AGREEMENT**

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

**SECTION 23 – SUCCESSORS AND ASSIGNS**

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

**SECTION 24 – CONTINUITY OF PERSONNEL**

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

**SECTION 25 – DEFAULT**

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

**SECTION 26 – WAIVER**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

**SECTION 27 – LAW TO GOVERN; VENUE**

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

**SECTION 28 – SEVERABILITY**

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

**SECTION 29 – THIRD PARTY BENEFICIARIES**

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

**SECTION 30 – STATUTES OF LIMITATION**

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

**SECTION 31 – SPECIAL PROVISIONS**

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

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

Consultant:

By: _____
Name: Jason Kirchmann
Title: Vice President

City:

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

Approved as to Form:

By: _____
Name: Kara K. Ueda
Title: City Attorney

**Exhibit A**
**Scope of Services**

PROJECT UNDERSTANDING

Grayson Avenue and South Crane Avenue (from Grayson Avenue to Sulphur Springs Road) provide access to St. Helena High School, St Helena Primary School, residences, small businesses, Crane Park and boutique wineries. Due to its age, underlying soil conditions, maintenance schedule and drainage characteristics, the roadway's current surface of is in poor condition, with Pavement Condition Index's (PCI) of 33 and 24. Several pavement design techniques, such as full depth reconstruction, use of paving fabrics or cold-in-place recycling, will need to be considered and deployed strategically throughout the corridor to improve vehicular mobility and safety.

To enhance the non-motorized transportation experience, the City is interested in implementing bicycle and pedestrian facilities along portions of both streets. Along the westerly side of Grayson Avenue (adjacent to the current vineyard, across from St Helena Primary School) has programmed a multi-use class I pathway. Grayson Avenue (adjacent to the current vineyard, across from St Helena Primary School) and along the south side of South Crane Avenue (within the City's urban limits) the City is seeking to close sidewalk gap closures by installing new contiguous curb, gutter and sidewalk where necessary.

PROVEN APPROACH

Based on BKF's experience working on pavement rehabilitation and multi-use pathway projects, BKF has developed a 4 point approach to complete the scope of work. This method has been refined and proven over decades of experience and ensures BKF will meet the required delivery schedule, including grant requirements, while being flexible:

**1. Manage** the process to address stakeholders and meet the City's project goals and grant funding requirements;
**2. Define** opportunities and constraints to ensure the design meets the project's intended goal and grant requirements, as well as minimize risk;
**3. Develop** coordinated design documents;
**4. Validate** that the designs are both constructible and sustainable over the long term.

COMPONENT 1: MANAGING THE PROCESS

**1. Project Work Program**: BKF will develop a detailed project work program that identifies tasks and deliverables necessary to deliver the project. BKF will update the task and deliverables regularly and share with City staff to reflect the progress of the project.
**2. Defined Schedule**: BKF will develop a work program with reference to a schedule in Microsoft Project. BKF's Project Manager will update the schedule with the completion of each phase and discuss the implications with the City.
**3. Design Fee**: BKF has developed a fee for design services based on the work plan and schedule. This fee will be time and materials not to exceed per the defined rate schedule. BKF manages internal and external labor expenses in the Deltek computer application. This system allows BKF to track budgets daily, weekly, and monthly. BKF will not to exceed their allowed fee unless there is a change in the scope of work that is approved by the City of St. Helena in writing prior to additional expenditures.

**4. Managing Issues**: BKF will prepare a formal report for the City regarding schedule and status updates. BKF will highlight items requiring feedback from project partners. BKF can establish an Intranet site where consulting and City staff members can post updates, obtain information, and share ideas. Additionally, BKF finds that biweekly video conferencing meetings are a great way to coordinate the team and resolve issues.

COMPONENT 2: DEFINING OPPORTUNITIES & CONSTRAINTS

**1. Field Review and Documenting Existing Conditions**: BKF will review the site to understand constraints that may affect the design. BKF believes that defining the locations of underground utilities and surface improvements is essential to avoiding conflicts during construction.

**2. Alternatives Analyses**: Leveraging tools and techniques to consider alternatives and create flexibility into the design and bid options is fundamental to BKF's approach to project implementation.

**3. Stakeholder Outreach**: BKF will document the concerns of the project's stakeholders at the earliest stage in the design process is essential to preventing delays, conflicts, or expanded scope. BKF will coordinate and attend meetings to understand concerns.

**4. Funding Requirements**: BKF understands the City is currently funding the project design with local funds and intends to apply for grants to assist with future construction.

**5. Defining Construction Risk**: Risk assessment is critical to managing the overall construction budget. BKF will characterize subsurface soils and utilities to prevent as many unknowns as possible that could otherwise lead to contractor change order and/or delays.

**6. Accessibility and Right of Way**: Many driveways and sidewalks along the westerly portion of Grayson Avenue do not meet accessibility requirements. Because most of the design is widening of sidewalks into the public right-of-way, encroachments onto private property to make the driveways compliant should be minimal. If necessary, as with similar projects, BKF will assist with negotiating a Right to Enter process.

COMPONENT 3: DEVELOPING COORDINATED PLANS

**1. Plan Design and Reports**: BKF will develop plans at intermediate submittals appropriate to the task. For each submittal, BKF will provide an engineer's estimate, specifications, plans, and reports for the City review. Specifications will be coordinated with City staff.

**2. Coordination**: BKF's Project Manager and lead designers will be responsible for solving technical challenges while developing the design in accordance with the City goals. BKF will coordinate the work with other consultants, staff, and other agencies to ensure collaboration and obtain project approvals.

**3. Facilitating Communication with Other Agencies**: BKF will provide clear, direct communication and be accessible at all times during critical project stages.

COMPONENT 4: VALIDATING IMPLEMENTATION

**1. Quality Begins with a Thorough Work Plan**: Critical to the development and timely completion of quality documents is the development of a thorough methodology or work plan. Through initial scheduling and planning efforts, BKF will develop a clear, concise work plan that identifies the critical key issues.

**2. Quality is confirmed through a Quality Assurance Program**: BKF's Quality Assurance Program requires independent review of all documents by an engineer other than the design engineers prior to the signing and stamping of plans by the project manager. The quality assurance engineer will be involved early in the project to review the documents for concept and

compatibility to standards and requirements. In monitoring the project throughout, changes in scope will be identified immediately and discussed with the City. Early identification of changes and obstacles allows for corrections to be incorporated with limited consequence. In addition to BKF's independent plan checking, BKF will conduct constructability and bid-ability reviews at the completion of the Preliminary Engineering phase. The reviews will focus on the implementation of the design plans and specifications from the point of view of qualified construction administration personnel.

Recommendations will be provided to ensure that the proposed design considers construction procedures and methods that can be implemented to maximize the efficiency of the stage construction and cost benefit of the Project.

Using the process and approach, BKF will provide the City of St. Helena with quality service and help to facilitate local funds as well as seek other grant funds to enhance the community and create a safe, long lasting street.

DETAILED WORK PLAN

BKF's approach to completing the design of improvements to the St. Helena Grayson Avenue and South Crane Avenue Rehabilitation Project includes the following elements:

PROGRAM MANAGEMENT & MEETINGS

BKF will manage the design team as well as track progress, schedule, and budget. BKF will be responsible for documenting all design decisions and keeping an official record of the project. Furthermore, BKF will submit monthly progress reports identifying tasks completed, budget status, and issues status. A senior member of BKF will perform an independent quality control review of BKF's documents prior to each submittal. The review will evaluate constructability, cost, and discrepancies between the disciplines. BKF believe that at appropriate phases of the project, meetings are essential to convey ideas and resolve issues.

**Kickoff Meeting**. BKF will conduct a kickoff meeting with St. Helena City staff to define communication protocols and reaffirm project scope goals, schedule and budget.

TASK 1 - DATA COLLECTION

**Record Data Collection and Field Review**. BKF will research and collect available records from the City of St. Helena, Napa County, Caltrans and the public utilities to obtain property line, utility data, geotechnical information and traffic information. BKF will field walk the site to create a photographic log along the roadway.

BKF will take notes of any potential public/private conflicts within rights-of-way. While BKF understand that it is the City's intent to construct the project within existing public rights-of-way, should a conflict occur, BKF will address the need for easements. BKF will also define the Caltrans right-of-way for coordination and presentation during the Caltrans encroachment process.

**Topographic Survey**. BKF will complete field surveys along the roadway, acquiring cross sections at 25 foot intervals. BKF will create base maps including topographic, utility, and boundary information that will be based on existing as-builts, right-of-way and easement maps as provided by the City. Individual properties within the project area will be identified by tax

assessor number. Based on information provided by the City, it is understood and assumed that all rights-of-way appear on survey maps of record and sufficient monumentation exists to retrace said surveys. If during the course of BKF's survey, it appears that section 8762 of the California Professional Land Surveyor's Act will be triggered, requiring a Record of Survey, BKF will notify the City and discuss the right of way mapping options. Formal boundary determination and a record of survey can be provided as an additional service.

**Public Utilities Coordination**. Older streets often times have shallow utilities which may conflict with full depth replacement paving or other designs implemented with this project. Additionally, in order to prolong the finished streets lifespan, it is important to coordinate any planned utility projects prior to final paving. BKF will meet with PG&E, Comcast, AT&T, the County of Napa, and the City of St. Helena Public Works Utilities Division to coordinate relocations and potential upgrades to their facilities.

**Public Outreach**. BKF will coordinate a community meeting to inform the public (i.e. St. Helena Unified School District, residences, small businesses, and boutique wineries) of the forthcoming project and to obtain initial feedback. It is anticipated that in addition to a general wish list from the public, this meeting will focus on understanding pedestrian accessibility and transportation concerns and needs.

**Implementation of Planning Documents**. BKF will review current planning documents which may impact the project limits such as the General Plan and NVTA's Countywide Pedestrian and Bicycle plans where applicable. BKF will coordinate the proposed design for general conformance with these planning documents.

**Geotechnical Investigation**. A site investigation and report prepared by a Geotechnical Engineer is highly recommended for paving rehabilitation projects with complex existing conditions and several potential solutions. BKF, through a subconsultant, RGH Consultants (RGH) will provide soil borings and a geotechnical investigation to describe existing conditions and recommended reconstruction improvements. BKF also have allocated time for RGH to consult during the design process. RGH is very familiar with soil and pavement conditions throughout St. Helena due to the extensive experience in the general area as well as through services they provided to the City in the past.

**Deliverables**. Base mapping including topography, boundary, and utility information. BKF will provide the City an electronic and hard copy (1). The data collected and studies performed under this Task will be delivered in a package entitled **Task 1, Background Data for Grayson and South Crane Rehabilitation Project.**

TASK 2: PRELIMINARY ENGINEERING PLANS

Using the data collected during Task 1 above and upon authorization by the City to move forward with the conceptual design of the project. BKF will develop a conceptual plan and commence with a City coordination meeting to review potential design cross sections, sidewalk/pathway limits and site constraints. BKF will prepare a preliminary design based on the conceptual plan. BKF's objectives during this Task include:

- Complete preliminary engineering based on the Basis of Design to further refine construction cost

- Resolve conflicts between existing conditions and proposed streetscape design
- Confirm utilities that the project may relocate or that utility companies may want to upgrade prior to paving

**Preliminary Plans**. The preliminary (35%) design will serve as the basis to move into final engineering the project. The plan will include drainage and stormwater quality considerations (should the City wish to pursue sustainable stormwater solutions as defined in the BASMAAA Design Guidelines); horizontal layout plan; typical cross sections; pavement plan; striping and signage plan; special provisions in an outline format; right-of-way locations; public utility relocation exhibits; cost estimate; and photometric Analysis (BKF will complete a final photometric analysis in conformance to the IESNA standards)

**Confirm Utility Conflicts and Resolutions**. If authorized by the City, BKF will retain a licensed general engineering contractor to pothole underground utilities at strategic locations to define the horizontal and vertical locations. Additionally, depending on the pavement rehabilitation strategy, BKF may acquire additional data in the roadway to confirm utilities are not located within the proposed structural section. BKF will acquire the location using traditional survey techniques.

**Active Transportation and Sustainability Committee Meeting**. To inform stakeholders and community members of the project, BKF will host a meeting with the City's Active Transportation and Sustainability Committee to discuss the proposed project to review and potentially modify or approve the Preliminary Documents. BKF will modify the documents based on comments from this meeting, with direction from City Staff.

**Deliverables**: BKF will provide an electronic and hardbound copy (1) of the Preliminary Engineering Plans and any supplemental reports prepared during this Task. The documents prepared will be delivered in a package entitled **Task 2, Preliminary Engineering Plans for Grayson and South Crane Rehabilitation Project.**

TASK 3: FINAL ENGINEERING

**Plans, Specifications, and Estimate**. The objective of this task is to develop the documents, including plans and specifications, to a level necessary for bid and construction of the project. BKF will prepare construction documents, including plans and specifications, in accordance with the City's standards for formal submittals at the 75%, 90%, and 100% level of completeness. Upon approval, BKF will include a final 100% set for bidding. Each submittal will contain the following plans: title and key map sheet; horizontal layout plan; typical cross sections; pavement repair plan; utility relocation plan (if necessary); striping and street signage plan; street lighting plan; construction details; special provisions in an outline format; temporary construction easement plats and legals (if necessary); and final Engineer's Opinion of Probable Construction Costs (cost estimate).

In the 75% submittal, BKF will incorporate the City's front end specifications into the special provisions as well as provide an engineer costs estimate.

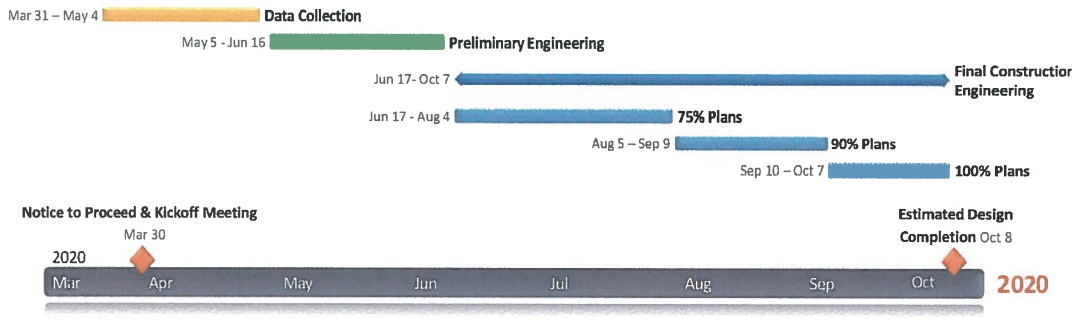
At the 90% Final Engineering Plans and cost estimate submittal stage, BKF will schedule a follow-up meeting with the community and the City's Active Transportation and Sustainability

Committee to discuss the project developments since the meetings outlined in Task 1 and Task 2 above.

**CEQA**. It is anticipated that the project will receive a Categorical Exemption designation as part of the CEQA process and as defined in Article 19, Chapter 3 (Guidelines for Implementation of the California Environmental Quality Act) under Title 14 of the California Code of Regulations. BKF will assemble the necessary supportive data and studies to complete CEQA as it relates to a Class I Categorical Exemption.

**Deliverable**. Each progress submittal will include hard copies of plans, specifications, and construction cost estimate. BKF will additionally provide an electronic version of the submittal in both AutoCAD and Adobe Acrobat format. Upon approval of the final design documents by City Staff, BKF will provide a digital and hardbound signed copy of the documents prepared for the project, including the documents for bid and construction. The package will be delivered and entitled Task 3, Final Engineering Plans for Grayson and South Crane Rehabilitation Project.

**Project Schedule.** It is anticipated that final construction documents will be completed by October 2020. However, this agreement will remain in effect until completed or per the terms set forth in the recitals.



# Exhibit B
## Compensation

BKF 100 YEARS
ENGINEERS / SURVEYORS / PLANNERS

**Grayson Avenue and South Crane Avenue Rehabilitation Fee Proposal**

| | | BKF Engineers | | | | | | | | RGH Consultants Geotechnical Engineer | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Project Executive | Project Manager | Sr. Project Engineer | Project Engineer | Staff Engineer | Field Crew | Total BKF Hours | BKF Fee | Principal | Staff | Total Fee |
| | Published Billing Rates | $251 | $209 | $179 | $148 | $137 | $295 | | | | | |
| **Grayson Avenue and South Crane Avenue Rehabilitation** | | | | | | | | | | | | |
| **Task 1** | **Data Collection** | | | | | | | | | | | |
| a | Property Base Map | 1 | 4 | 16 | | 24 | 24 | 69 | $14,319 | | | $14,319 |
| b | Fixed improvements mapping | | 3 | 5 | | 60 | 40 | 10 | $21,542 | | | $21,542 |
| c | Utility Upgrades and Mapping | | 4 | 16 | | 16 | | 36 | $5,892 | | | $5,892 |
| d | Conflict/Clash Detection | | 4 | 8 | 8 | | | 20 | $3,452 | | | $3,452 |
| e | Topography of Curb, gutter and Buildings | 1 | 1 | 2 | | 32 | 16 | 52 | $9,922 | | | $9,922 |
| f | Temporary Construction Easements/Caltrans Encroachment Permitting | | 2 | | | 2 | | 4 | $692 | | | $692 |
| g | Address Bike/Ped improvements with Planning Documents | 1 | 2 | 8 | | | | 11 | $2,101 | | | $2,101 |
| h | Public Outreach (incl. Community Meeting) | 4 | 4 | | 4 | | | 12 | $2,432 | | | $2,432 |
| i | Soil Samples and Geotechnical Investigation | | 1 | | | | | 1 | $209 | $13,200 | | $13,409 |
| j | Deliverable: Background Data for Grayson Avenue and South Crane Avenue | | | | | 2 | | 2 | $274 | | | $274 |
| **Task 1 Subtotal:** | | **7** | **25** | **55** | **12** | **136** | **80** | **31** | **$60,835** | **$13,200** | | **$74,035** |
| **Task 2** | **Preliminary Engineering Plans** | | | | | | | | | | | |
| a | Prepare Preliminary Engineering Plans | 4 | 16 | 24 | 40 | 40 | | 12 | $20,044 | $2,750 | | $22,794 |
| b | Identify and Resolve Conflicts between Rehabilitation and Existing Conditions | 1 | 2 | 8 | | 8 | | 19 | $3,197 | | | $3,197 |
| c | Identify Construction Easements and Engage Caltrans | | 4 | 6 | | | | 10 | $1,910 | | | $1,910 |
| d | Utility Relocations and Upgrades | | 2 | 4 | | 10 | | 16 | $2,504 | | | $2,504 |
| e | Prepare Preliminary Engineer's Estimate | 1 | 2 | 6 | | 10 | | 19 | $3,113 | | | $3,113 |
| f | City Review Meeting | | 4 | | | | | 4 | $836 | | | $836 |
| g | Active Transportation and Sustainability Committee Meeting | 4 | 4 | | | | | 8 | $1,840 | | | $1,840 |
| h | Deliverable: Preliminary Engineering Plans for Grayson Av and South Crane Ave | | | | | 4 | | 4 | $548 | | | $548 |
| **Task 2 Subtotal:** | | **10** | **34** | **48** | **40** | **72** | **0** | **20** | **$33,992** | **$2,750** | | **$36,742** |
| **Task 3** | **Final Construction Engineering** | | | | | | | | | | | |
| a | Prepare Final Engineering Plans, Specifications and Estimate | | | | | | | | | | | |
| | 75% Submittal | 2 | 16 | 30 | 60 | 80 | | 18 | $29,056 | $2,750 | | $31,806 |
| | 90% Submittal | 2 | 12 | 12 | 24 | 48 | | 98 | $15,286 | $2,200 | | $17,486 |
| | 100% Submittal | 2 | 4 | 6 | 16 | 20 | | 48 | $7,520 | $1,650 | | $9,170 |
| b | Community and Active Transportation and Sustainability Committee Meeting | 4 | 4 | | | | | 8 | $1,840 | | | $1,840 |
| c | CEQA - Categorical Exemption | 1 | 4 | 4 | | | | 9 | $1,803 | | | $1,803 |
| f | Deliverable: Final Engineering Plans for Grayson Av and South Crane Ave | | | | | 4 | | 4 | $548 | | | $548 |
| **Task 3 Subtotal:** | | **11** | **40** | **52** | **100** | **152** | **0** | **35** | **$56,053** | **$6,600** | | **$62,653** |
| **Subtotal Labor Fee** | | | | | | | | | **$150,880** | **$22,550** | | **$173,430** |
| **Reimbursable Expenses** | | | | | | | | | | | | |
| Printing, Postage, and Travel | | | | | | | | | $1,509 | $200 | | $1,709 |
| **Subtotal Reimbursable Expenses** | | | | | | | | | **$1,509** | **$200** | | **$1,709** |
| | **Total Labor Plus Reimbursable Expenses** | | | | | | | | **$152,389** | **$22,750** | | **$175,139** |

BkF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

**BKF ENGINEERS**
**PROFESSIONAL SERVICES RATE SCHEDULE**
JANUARY 1, 2020 – DECEMBER 31, 2020

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROJECT MANAGEMENT** | |
| Principal/Vice President | $251.00 |
| Senior Associate/Vice President | $225.00 |
| Associate | $219.00 |
| Senior Project Manager \| Senior Technical Manager | $214.00 |
| Project Manager \| Technical Manager | $209.00 |
| Engineering Manager \| Surveying Manager \| Planning Manager | $193.00 |
| **TECHNICAL STAFF** | |
| Senior Project Engineer \| Senior Project Surveyor \| Senior Project Planner | $179.00 |
| Project Engineer \| Project Surveyor \| Project Planner | $157.00 |
| Design Engineer \| Staff Surveyor \| Staff Planner | $137.00 |
| BIM Specialist I, II, III | $137.00 - $157.00 - $179.00 |
| Technician I, II, III, IV | $130.00 - $139.00 - $152.00 - $164.00 |
| Drafter I, II, III, IV | $102.00 - $112.00 - $121.00 - $135.00 |
| **FIELD SURVEYING** | |
| Survey Party Chief | $179.00 |
| Instrumentman | $154.00 |
| Survey Chainman | $116.00 |
| Utility Locator I, II, III, IV | $93.00 - $132.00 - $158.00 - $180.00 |
| Apprentice I, II, III, IV | $71.00 - $95.00 - $105.00 - $111.00 |
| **CONSTRUCTION ADMINISTRATION** | |
| Senior Consultant | $234.00 |
| Senior Construction Administrator | $203.00 |
| Resident Engineer | $151.00 |
| Field Engineer I, II, III | $137.00 - $157.00 - $179.00 |
| **ASSISTANTS** | |
| Project Assistant | $84.00 |
| Engineering Assistant \| Surveying Assistant \| Planning Assistant | $82.00 |
| Clerical \| Administrative Assistant | $70.00 |

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.

STH Contract: FY2020-086-01-A

**AMENDMENT NO. 1**
**TO PROFESSIONAL SERVICES AGREEMENT WITH BKF; STH CONTRACT NO: 2020-086 FOR DESIGN SERVICES, CAPITAL IMPROVEMENT PROJECT: R19-05 GRAYSON AND SOUTH CRANE AVENUE REHABILITATION FOR AN ADDITIONAL $15,000 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $190,139.**

This First Amendment to Professional Services Agreement STH Contract: 2020-086 dated September 17, 2020 ("Agreement") is made as of this 24th day of November, 2020 by and between the City of St. Helena, a municipal corporation ("City"), and BKF. ("Consultant").

**RECITALS**

A. On April 28, 2020, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as R19-05 Grayson Avenue and South Crane Avenue Rehabilitation; and

B. The Agreement's current Scope of Services does not include the funds or the additional work needed to allow BKF to update their drawings, technical specification, and cost estimate to include the design of a new recycled water main in Grayson Avenue; and

C. The additional funding is necessary to allow BKF to provide additional consulting services to the City; and

**AGREEMENT**

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

1. Section 1. Basic Services
   Parties agree to amend Section 1, "Basic Services" of the Agreement to provide additional services, as outlined in Exhibit A, "Scope of Work" attached hereto.

2. Section 4. Compensation, is amended to read as follows:
   "Total compensation shall not exceed $190,139.00…"

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

Entered as of the day and year first above stated.

**CONSULTANT:**

*Signatures of Authorized Persons*:

By: _____

Print Name: Jason Kirchmann

Title: Vice President

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

By: Mark T. Prestwich Digitally signed by Mark T. Prestwich Date: 2020.12.11 14:01:31 -08'00' _____

Print Name: Mark T. Prestwich

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh Digitally signed by: Ethan Walsh DN: CN = Ethan Walsh email = ethan.walsh@bbklaw.com C = AD Date: 2021.03.25 12:37:59 -07'00' _____

Ethan Walsh, City Attorney

ATTEST:

Cindy Tzafopoulos Digitally signed by Cindy Tzafopoulos Date: 2020.12.11 11:52:02 -08'00' _____

City Clerk

Attachments:

Exhibit A: “Scope of Work”
Exhibit B: “Compensation”

# Exhibit A

## "Scope of Work"

BKF have prepared the following fee and scope for the request to amend the original contract to allow BKF to update their drawings, technical specification, and cost estimate to include the design of a new recycled water main in Grayson Avenue

Design Services –

TASK 4: Utility Plan

BKF will develop utility plan sheets within the Grayson Avenue and South Crane Pavement Rehabilitation drawing set to illustrate the City-requested recycled water main improvements along Grayson Avenue. While the exact size and location of the recycled water main is not yet know, we anticipate the improvements will include the installation of approximately 2,700 feet of new 6-inch to 12-inch water main under Grayson Avenue. We understand this water main will be connected to existing recycled water infrastructure in Highway 29 and will include new services to the St. Helena High School and South Crane Park. In addition to updating the drawings with this new water line, BKF will also prepare technical specifications for the water line, and will add this additional work to the current Engineer's Estimate of Probable Construction Costs.

TASK 5: Caltrans Encroachment Permit Support

BKF will support the City with their Encroachment Permit application to Caltrans to allow work within the State Right of Way to install and connect the new recycled water main to the existing infrastructure in Highway 29. Anticipated support services include preparing the Encroachment Permit application form, preparing a Utility Policy Certification, and developing an abbreviated set of permit drawings showing only the work to be performed within the State Right of Way. We assume that the City will be responsible for submitting the application materials to Caltrans. This task includes budget to respond to two (2) rounds of plan review comments from Caltrans.

The estimated fee for Amendment No. 1 work is $15,000.

| | |
|---|---|
| **Original Contract** | **$175,139** |
| **Amendment #1** | **$15,000** |
| **Total** | **$190,139** |

**BKF ENGINEERS**
**PROFESSIONAL SERVICES RATE SCHEDULE**
JANUARY 1, 2020 – DECEMBER 31, 2020

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROJECT MANAGEMENT** | |
| Principal/Vice President | $251.00 |
| Senior Associate/Vice President | $225.00 |
| Associate | $219.00 |
| Senior Project Manager \| Senior Technical Manager | $214.00 |
| Project Manager \| Technical Manager | $209.00 |
| Engineering Manager \| Surveying Manager \| Planning Manager | $193.00 |
| **TECHNICAL STAFF** | |
| Senior Project Engineer \| Senior Project Surveyor \| Senior Project Planner | $179.00 |
| Project Engineer \| Project Surveyor \| Project Planner | $157.00 |
| Design Engineer \| Staff Surveyor \| Staff Planner | $137.00 |
| BIM Specialist I, II, III | $137.00 - $157.00 - $179.00 |
| Technician I, II, III, IV | $130.00 - $139.00 - $152.00 - $164.00 |
| Drafter I, II, III, IV | $102.00 - $112.00 - $121.00 - $135.00 |
| **FIELD SURVEYING** | |
| Survey Party Chief | $179.00 |
| Instrumentman | $154.00 |
| Survey Chainman | $116.00 |
| Utility Locator I, II, III, IV | $93.00 - $132.00 - $158.00 - $180.00 |
| Apprentice I, II, III, IV | $71.00 - $95.00 - $105.00 - $111.00 |
| **CONSTRUCTION ADMINISTRATION** | |
| Senior Consultant | $234.00 |
| Senior Construction Administrator | $203.00 |
| Resident Engineer | $151.00 |
| Field Engineer I, II, III | $137.00 - $157.00 - $179.00 |
| **ASSISTANTS** | |
| Project Assistant | $84.00 |
| Engineering Assistant \| Surveying Assistant \| Planning Assistant | $82.00 |
| Clerical \| Administrative Assistant | $70.00 |

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.

# Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Joseph Leach, Public Works Director and City Engineer, Lesley Milton, Asst. to the City Manager |
| **SUBJECT:** | Consideration and adoption of a Resolution accepting the tenant improvements for the City Hall campus at Napa Valley College Campus as complete, and direct staff to record a Notice of Completion with Napa County Recorder's Office for Capital Improvement Project C22-01 for the Contract for Murray Builders. |
| **RECOMMENDED ACTION:** | Staff recommends City Council adopt the attached Resolution and direct staff to file the notice of completion. |
| **PREVIOUS COUNCIL ACTION:** | A. May 25, 2021 the City Council approved Resolution 2021-73 authorizing a lease for a portion of the Napa Valley Community College District Upper Valley Campus for space to serve as City Hall and Police Facility;<br>B. June 28, 2022 Resolution No. 2022-66 awarded the contract to Murray Builders, Inc.<br>C. December 7, 2022 Change Order #1 was issued for $150,000.00 (but never executed)<br>D. January 10, 2023 Change Order #2 was issued for $109,857.05<br>E. June 5, 2023 Change Order #3 was issued for $228,488.06<br>F. August 8, 2023 Change Order #4 was issued for $2,652.74 |
| **STATEMENT OF THE PURPOSE:** | To accept the improvements as complete, record the Notice of Completion, and release the retention to the contractor. |
| **FINANCIAL IMPACT:** | CIP approved project budget was $2,531,687.51 and the total costs of the project did not exceed the final approved budget. There is no fiscal impact associated with accepting the Notice of Completion. |

**BACKGROUND:**

It was determined that the City Hall and Police Department Facilities had exceeded their functional life. On May 25, 2021, the City Council approved Resolution 2021-73 authorizing a lease for a portion of the Napa Valley Community College District Upper Valley Campus for space to serve as City Hall and Police Facility. On August 6, 2021, a formal lease agreement between the City and the Napa Valley Community College

Upper Valley Campus was executed and on January 24, 2022, the Division of State Architects officially approved the proposed plans and specifications for the Tenant improvements. On May 10, 2022, Resolution 22-36 established a Capital Improvement Program project C22-01 called the Napa Valley College Tenant Improvement Project, which was created for the necessary improvements and move facilitation. Following the City purchasing and procurement policies, contracts were executed and services were obtained from various vendors for the completion of the project.

**DISCUSSION:**

Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on May 25, 2022, a notice inviting bids was posted and mailed to contractors inviting bids for Project NO. C22-0001, Napa Valley College Tenant Improvements. On June 15, 2022, four (4) bids were received and opened in accordance with applicable law. The lowest responsive and responsible bidder for the Project was Murray Building, Inc, of Sonoma, CA.

On June 28, 2022, the City engaged the services of Murray Builders for the construction of the tenant improvements for the building designed by Knoll and Tam architects in the amount of $1,167,379.00 with a contingency of 10% ($116,737.90). The Public Works Director/City Engineer authorized four (4) contract change orders during the project in the total amount of $486,150.63, one of which was never executed or expended against. The table below delineates the contract and change order costs and actual expenditures.

| **Contract Document** | **Amount Authorized** |
|---|---|
| Original Contract | $1,167,379.00 |
| Amendment #1 (never executed) | $ 150,000.00 |
| Amendment #2 | $ 109,857.05 |
| Amendment #3 | $ 228,488.06 |
| Amendment #4 | $ 2,652.74 |
| Contingency | $ 116,737.90 |
| **Total Authorized** | **$1,775,114.75** |
| **Total Expended** | **$1,503,035.07** |
| **Budget Remaining (Minus Contingency & Not executed contract)** | **$ 5,341.78** |

The Public Works Department has inspected the work and found the work to be completed satisfactorily. Following the acceptance of the project, City staff will file a Notice of Completion concerning the project with the Napa County Recorder's Office. No liens or claims have been filed and staff is also requesting authorization to release the retention to Murray Building, Inc.

**ENVIRONMENTAL REVIEW:**

On May 10, 2022, City Council approved Resolution No. 2022-36 resolving Project No. C22-001, Napa Valley College Tenant Improvements, as Categorically Exempt under California Environmental Quality Act as determined by City Staff and the City Attorney.

**DOCUMENTS ATTACHMENTS:**

Resolution
Attachment 2 C19-02 Notice of Completion
2022-66 MURRAY BUILDING INC OF SONOMA BID FOR PROJECT C22-0001 NAPA VALLEY COLLEGE TENANT IMPROVEMENTS
CoSH NVC Campus CCO 2 FINAL R1 - signed
CoSH NVC Campus CCO 3 FINAL R1 - signed
CoSH NVC Campus CCO 4 - signed

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**(1) Consideration of a Resolution accepting the work and final project construction costs of $1,503.035 and directing the filing of the Notice of Completion for Project NO. C22-0001, Napa Valley Tenant Improvements**

### RECITALS

A. On May 25, 2021 the City Council approved Resolution 2021-73 authorizing a lease for a portion of the Napa Valley Community College District Upper Valley Campus for space to serve as City Hall and Police Facility; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on May 25, 2022, a notice inviting bids was posted and mailed to contractors inviting bids for Project NO. C22-0001, Napa Valley Tenant Improvements; and

C. On June 15, 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 Murray Building, Inc, of Sonoma, CA in the amount of $1,167,379.00; and

E. The Public Works Director/City Engineer authorized four (4) contract change orders during the project in the total amount of $486,150.63; and

F. The final construction contract amount is $1,503,035.07, which includes four contract change orders; and

G. The project has been inspected and Murray Building, Inc has completed the work in accordance with the contract documents for the project; and

H. If no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds, and any amount due, will be released to Murray Building, Inc.

**RESOLUTION**

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

1. The contract entitled Project NO. C22-001, Napa Valley Tenant Improvements, with the final contract amount of $1,539,126.73, is accepted as complete, subject to the Contractor, Murray Building, Inc, completing the punch list work prior to the release of the retention, and the Contractor's continuing warranty and other obligations pursuant to the contract.
2. The Public Works Director/City Engineer is authorized to prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2023, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau:_____

Councilmember Hardy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

**Recording Requested By:**
City of St Helena
1088 College Ave
St Helena, CA 94574

**Exempt From Recording Fees Per Government Code Sec. 27383**

**When Recorded Mail To:**
City Clerk
City of St Helena
1088 College Ave
St Helena, CA 94574

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

# NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1 The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: fee simple.

2 The full name and address of the undersigned owner and of any and all co-owners are:

| Name | City | State |
|---|---|---|
| Napa Valley College | St Helena | CA |

3 Work or Improvement on the property hereinafter described as the C22-01 Napa Valley College Tenant Improvement Project Rehabilitate was completed and accepted by the City of St. Helena City Council on December 12, 2023.

4 The work done was: included design and construction of improvements in compliance with lease regulations and with approval from the property owner Napa valley College and from Department of State.

5 The name of the main contractor for the work of improvement as a whole included the following: Noll and Tam, Greystone West, Murray Building Inc, Vesta Modular, AHS Security, Economy lock, Marin IT, NorthBay Office Furniture, Waters Moving & Storage, UpValley Electric, Advanced Security Systems.

6 The real property herein referred to is situated in the City of St Helena, County of Napa, State of California, and described as follows: 1088 College Avenue.

By: _____

Joseph Leach, Public Works Director

**VERIFICATION**

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under the penalty of perjury that the above is true and correct.

Executed at St. Helena, California, this 12th day of December, 2023.

City of St. Helena

_____

Joseph Leach, Public Works Director

# CITY OF ST. HELENA

## RESOLUTION NO. 2022-66

**(1) APPROVING MURRAY BUILDING, INC, OF SONOMA CALIFORNIA, AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER; (2) AUTHORIZING THE CITY MANAGER TO EXECUTE, ENTER INTO AND IMPLEMENT THE CONTRACT BY AND BETWEEN THE CITY AND MURRAY BUILDING, INC. FOR PROJECT NO. C22-0001 NAPA VALLEY COLLEGE TENANT IMPROVEMENTS IN THE AMOUNT OF ONE MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS AND 00/100 ($1,167,379.00); AND (3) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPROVE CHANGE ORDERS NOT TO EXCEED 10% OF THE CONTRACT AMOUNT**

### RECITALS

A. It has been determined that current City Hall and Police Department facilities have exceeded their functional life, and;

B. On May 25, 2021, the City Council approved a Resolution 2021-73 authorizing the City Manager, or designee, to execute a lease for a portion of the Napa Valley Community College District Upper Valley Campus for space to serve as a City Hall and Police facility, and;

C. On April 13, 2021, the City entered into a contract with Noll and Tam Architects to assist with the design of Phase I of the Napa Valley College Tenant Improvements.

D. On August 6, 2021, a formal lease agreement between the City and the Napa Valley Community College Upper Valley Campus was executed, and;

E. On January 24, 2022, the Division of State Architect (DSA) officially approved the proposed plans and specifications for the tenant improvements, and;

F. On January 26, 2022, the City entered into a Professional Services Agreement with Greystone West Company to perform construction management in the planning and bidding stage of the project, and;

G. On May 10, 2022 City Council approved the plans and specifications for the Napa Valley College Tenant Improvement Project, Project No. C22-0001 ("Project"), found the Project categorically exempt from the California Environmental Quality Act ("CEQA"), and authorized advertisement for bids; and

H. On May 25, 2022, a Notice to Contractors inviting construction bids was posted and was also published online (i.e. City website and Blueprints Express), in the newspaper, and sent to the construction exchanges; and

I. On June 15, 2022, at 2:00 PM the City Clerk received four (4) sealed bids which were read aloud publicly and Murray Building, Inc. of Sonoma, California, submitted the lowest bid of $1,167,379.00; and

J. Murray Building, Inc. is the lowest responsible, responsive bid, and holds a valid Class A General Engineering and Class B General Building Contractor's License No. 646709 in the State of California, with no enforcement actions listed. Their license expires on 10/3122; and

K. Subsequent review of Murray Building, Inc. bid by City staff indicates that Murray Building, Inc. is a responsible bidder and their bid was in fact responsive, therefore, be it:

**RESOLUTION**

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

1. On May 10, 2022, the City Council adopted a resolution "[a]pproving the plans and specifications for the Napa Valley College Tenant Improvement Project, Project No. C22-0001 and authorizing advertisement for bids." In addition to approving the Project, the City Council determined at its May 10, 2022 meeting that the Project is categorically exempt from CEQA under the Class 1 exemption set forth in State CEQA Guidelines section 15301, which applies to projects involving the minor alteration of structures and facilities. Here, the Proejct involves the minor alteration of a portion of the Napa Valley Community College District Upper Valley Campus. Specifically, the Project consists of nonstructural tenant improvements to create office space and Police Department facilities on the existing campus. Improvements will include accessibility in accordance with the Americans with Disabilities Act ("ADA"); telecommunications upgrades; enhanced security including bulletproofing panels; a separate portable building of less than 2,500 feet that will serve as a locker/shower room for police officers, and a generator. These non-structural tenant improvements fall squarely within the Class 1 exemption. For all these reasons, the Project is categorically exempt from CEQA.

2. That the City Council approves and awards the Contract by and between the City of St. Helena and Murray Building, Inc. for Project No C22-0001 – Napa Valley College Tenant Improvements in the amount of One Million One Hundred Sixty-Seven Thousand Three Hundred Seventy-Nine Dollars and 00/100 ($1,167,379.00), in the form attached hereto as Exhibit A and incorporated herein by this reference.;

3. That the City Council authorizes the City Manager to execute, enter into and

implement the Contract in the amount of $1,167,379.00 with Murray Building, Inc. for Project No. C22-0001 – Napa Valley College Tenant Improvements

4. That the City Council delegates to and authorizes the Public Works Director to approve change orders not to exceed 10% of the contract price.

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2022, by the following vote:

| | |
|---|---|
| **Mayor Geoff Ellsworth:** | **Yes** |
| **Vice Mayor Paul Dohring:** | **Yes** |
| **Council Member Anna Chouteau:** | **Yes** |
| **Council Member Lester Hardy:** | **Yes** |
| **Council Member Eric Hall:** | **Yes** |

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1878
Re-incorporated May 14, 1889
STATE OF CALIFORNIA

## Change Order #002 – City of St. Helena at NVC North Campus

Contractor: Murray Building, Inc.
1181 Broadway
Sonoma, CA. 95476

Date: May 3, 2023

**Page 1 of 2**

RE: City of St. Helena
NVC North Campus

CO No. **002**

Description of Work: Change of Scope Items per Potential Change Order as itemized:

| COR # | Description of Work | Amount | Reference |
|---|---|---|---|
| 1 | Furred wall at Police Dispatch | $ 6,527.40 | RFI #9 |
| 2 | Door Hardware Change | $ (17,518.90) | RFI #5.1 |
| 3 | Remove and Dispose Water Softener System @ Evidence Rm. | $ 321.88 | Unforeseen Condition RFI #10 |
| 4 | Underground Sleeving for Security System | $ 1,670.44 | Owner Request |
| 6 | Restroom Accessories Changes | $ 905.89 | RFI #11 & ASI #4 |
| 7 | Bulletproofing behind existing electrical boxes | $ 869.76 | Owner Request |
| 8 | Remove Furred Wall at DF and Adjust electrical | $ 1,003.37 | Unforeseen Condition RFI #24 |
| 10 | Dispose of Owner Items | $ 1,509.97 | Owner Request |
| 11.1 | Extra Bulletproofing Panels - 15 sheets | $ 12,262.60 | Owner Request |
| 12 | Modular Utility Changes | $ 6,902.00 | RFI #35 & #37 Modular Changes |
| 13 | Manhole Credit | $ (6,500.06) | Owner Request |
| 15 | Remove Elec. Floor Boxes | $ 2,348.55 | RFI #32 |
| 16 | Fence Layout Change due to Modular Building Re-Orientation | $ 12,448.70 | Owner Request RFI #23 |
| 18.1 | Wall Surface Repairs for Paint | $ 11,596.86 | Unforeseen Condition (scarring, water damage) RFI #38 |
| 19 | Added Paving at EV Parking | $ 6,500.65 | RFI #52.1 |
| 22 | Relocate Toilet Carrier in Women's RR | $ 11,040.07 | Unforeseen Condition RFI #34 |
| 23 | Added Paving Prep | $ 7,970.74 | Owner Request |
| 24.1 | Floor Prep and Changes | $ 4,719.19 | Existing Cond |
| 26 | Credit Shelving at Evidence Locker | $ (2,446.66) | CCD #4 |
| 29 | Floor Corrections Rm 3A | $ 759.16 | Exist Cond |
| 30 | Light Enclosures | $ 2,348.55 | ASI #8 |
| 31 | Grounding - IT Equip at Rm 3B | $ 2,944.47 | Owner Request ASI #6 |
| 32 | HVAC Unit Added Wiring | $ 2,706.14 | RFI #53 |
| 33 | Miscellaneous Electrical | $ 4,670.12 | Owner Request, RFI, Unforeseen Condition |

| COR # | Description of Work | Amount | Reference |
|---|---|---|---|
| 34 | Sprinkler Head Changes - Unequal Heads | $ 6,357.82 | RFI #56.1 |
| 35 | Door and Trim - Finish/Re-Finish | $ 10,977.78 | Owner Request |
| 39.1 | Temporary Doors | $ 8,097.83 | Owner Request |
| 40 | Admin Ceiling Leak Repairs | $ 1,304.65 | Owner Request |
| **COR #** | **Description of Work** | **Amount** | **Reference** |
| 42 | Repair Existing Urinal | $ 259.24 | Unforeseen Condition RFI #59 |
| 45.1 | Ceiling Tile Replace | $ 2,125.53 | Owner Request |
| 46 | Concrete Short Load - Remob | $ 2,115.51 | Unforeseen Condition 1/27/2023 |
| 47 | Sealants at exterior doors of 6G and 6F per ASI 11.1 | $ 1,166.47 | Unforeseen Condition, Owner Request ASI #11.1 |
| 48.1 | Admin Hall Ceiling Leak repair | $ 3,536.24 | Owner Request |
| 50 | Credit for Not Painting North Wall - 1/A3.11 Exterior Elevation | $ (1,644.91) | Owner Request |

**Total Contract Change Order #2 $ 109,857.05**
**Time Impact: 0 Days**

| | |
|---|---|
| Original Construction Contract | $1,167,389.00 |
| **Total CCO #002:** | **$ 109,857.05** |
| **Revised Contract Amount** | **$ 1,277,246.05** |

Phan Dung
Phan Dung (Jun 6, 2023 08:53 PDT)
Architect
Noll and Tam Architects
Jun 6, 2023
Date

John Dilena (Jun 5, 2023 16:41 PDT)
Construction Manager
Greystone West
Jun 5, 2023
Date

Scott Murray
Scott Murray (Jun 19, 2023 10:40 PDT)
Contractor / Developer
Scott Murray, Murray Building
Jun 19, 2023
Date

Joseph Leach (Jun 19, 2023 10:45 PDT)
City of St. Helena
Jun 19, 2023
Date

When signed, the City of St. Helena authorizes Developer to proceed with the work described above. Additionally, the Developer is authorized to charge all associated costs described herein to the Owner Contingency. Time impacts, if any, will be included in a revision to the Lease Agreement.

The undersigned Developer approves the foregoing as to the changes, if any, and to the Guaranteed Maximum Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which the Developer knows are false are at the sole risk of Developer and may be in violation of the False Claims Act set forth under Government Code section 12650 et seq. and U.S. Criminal Code, 18 U.S.C. § 1001. It is understood that the changes herein to the Contract Documents shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Developer's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.


CITY OF
ST. HELENA

# CoSH NVC Campus CCO 2 FINAL R1

Final Audit Report 2023-06-19

| | |
|---|---|
| Created: | 2023-05-31 |
| By: | Kristi Janowski (kristi@greystonewest.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA1s106HKMPiUp8wGsDlXeDe0XJFietzqn |

## "CoSH NVC Campus CCO 2 FINAL R1" History

Document created by Kristi Janowski (kristi@greystonewest.com)
2023-05-31 - 6:17:31 PM GMT

Document emailed to John Dilena (john@greystonewest.com) for signature
2023-05-31 - 6:19:17 PM GMT

Email viewed by John Dilena (john@greystonewest.com)
2023-06-05 - 11:41:42 PM GMT

Document e-signed by John Dilena (john@greystonewest.com)
Signature Date: 2023-06-05 - 11:41:53 PM GMT - Time Source: server

Document emailed to phan.dung@nollandtam.com for signature
2023-06-05 - 11:41:55 PM GMT

Email viewed by phan.dung@nollandtam.com
2023-06-06 - 3:51:14 PM GMT

Signer phan.dung@nollandtam.com entered name at signing as Phan Dung
2023-06-06 - 3:53:06 PM GMT

Document e-signed by Phan Dung (phan.dung@nollandtam.com)
Signature Date: 2023-06-06 - 3:53:08 PM GMT - Time Source: server

Document emailed to scott@murraybuildinginc.com for signature
2023-06-06 - 3:53:10 PM GMT

Email viewed by scott@murraybuildinginc.com
2023-06-06 - 9:36:16 PM GMT

New document URL requested by scott@murraybuildinginc.com
2023-06-19 - 5:39:35 PM GMT

Adobe Acrobat Sign

Email viewed by scott@murraybuildinginc.com
2023-06-19 - 5:40:12 PM GMT

Signer scott@murraybuildinginc.com entered name at signing as Scott Murray
2023-06-19 - 5:40:40 PM GMT

Document e-signed by Scott Murray (scott@murraybuildinginc.com)
Signature Date: 2023-06-19 - 5:40:42 PM GMT - Time Source: server

Document emailed to Joseph Leach (jleach@cityofsthelena.org) for signature
2023-06-19 - 5:40:43 PM GMT

Document e-signed by Joseph Leach (jleach@cityofsthelena.org)
Signature Date: 2023-06-19 - 5:45:05 PM GMT - Time Source: server

Agreement completed.
2023-06-19 - 5:45:05 PM GMT



## Change Order #003 – City of St. Helena at NVC North Campus

Contractor: Murray Building, Inc.
1181 Broadway
Sonoma, CA. 95476

Date: May 3, 2023

**Page 1 of 2**

RE: City of St. Helena
NVC North Campus

CO No. **003**

Description of Work: Change of Scope Items per Potential Change Order as itemized:

| COR # | Description of Work | Amount | Reference |
|---|---|---|---|
| 25.1 | Office Changes | $ 123,844.12 | Owner Request CCD 4 |
| 14.1 | Repair Electrical at Restroom | $ 19,756.50 | Owner Request RFI #26 |
| 36 | Gutters | $ 33,432.56 | Owner Request |
| 36A | Gutter/Leak exploration | $ 1,275.66 | Owner Request |
| 37 | Main Line Fire Sprinkler Repairs - 4" | $ 10,955.83 | Exist Condition |
| 38 | Replace Recalled Fire Sprinklers | $ 37,646.80 | Owner Request |
| 38A | Exploratory work for replacing all existing sprinkler heads | $ 637.83 | Owner Request |
| 41 | Tree Irrigation Cap | $ 898.76 | Owner Request |

**Total CCO #3** **$228,448.06**

**Time Impact: 0 Days**

| | |
|---|---|
| Original Construction Contract | $1,167,389.00 |
| Total CCO #002: | $ 109,857.05 |
| **Total CCO #003:** | **$ 228,488.06** |
| **Revised Contract Amount** | **$1,506,044.11** |

Phan Dung — Jun 6, 2023
Phan Dung (Jun 6, 2023 08:53 PDT)
Architect — Date
Noll and Tam Architects

John Dilena (Jun 5, 2023 16:42 PDT) — Jun 5, 2023
Construction Manager — Date
Greystone West

Scott Murray — Jun 19, 2023
Scott Murray (Jun 19, 2023 10:41 PDT)
Contractor / Developer — Date
Scott Murray, Murray Building

Joseph Leach (Jun 19, 2023 10:45 PDT) — Jun 19, 2023
City of St. Helena — Date

When signed, the City of St. Helena authorizes Developer to proceed with the work described above. Additionally, the Developer is authorized to charge all associated costs described herein to the Owner Contingency. Time impacts, if any, will be included in a revision to the Lease Agreement.

The undersigned Developer approves the foregoing as to the changes, if any, and to the Guaranteed Maximum Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which the Developer knows are false are at the sole risk of Developer and may be in violation of the False Claims Act set forth under Government

Code section 12650 et seq. and U.S. Criminal Code, 18 U.S.C. § 1001. It is understood that the changes herein to the Contract Documents shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Developer's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

# CoSH NVC Campus CCO 3 FINAL R1

Final Audit Report 2023-06-19

| | |
|---|---|
| Created: | 2023-05-31 |
| By: | Kristi Janowski (kristi@greystonewest.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAApfysznicJKrEFMXincnmNmXCc4IsVtfu |

## "CoSH NVC Campus CCO 3 FINAL R1" History

Document created by Kristi Janowski (kristi@greystonewest.com)
2023-05-31 - 6:21:41 PM GMT

Document emailed to John Dilena (john@greystonewest.com) for signature
2023-05-31 - 6:22:13 PM GMT

Email viewed by John Dilena (john@greystonewest.com)
2023-06-05 - 11:42:01 PM GMT

Document e-signed by John Dilena (john@greystonewest.com)
Signature Date: 2023-06-05 - 11:42:11 PM GMT - Time Source: server

Document emailed to phan.dung@nollandtam.com for signature
2023-06-05 - 11:42:13 PM GMT

Email viewed by phan.dung@nollandtam.com
2023-06-06 - 3:53:21 PM GMT

Signer phan.dung@nollandtam.com entered name at signing as Phan Dung
2023-06-06 - 3:53:43 PM GMT

Document e-signed by Phan Dung (phan.dung@nollandtam.com)
Signature Date: 2023-06-06 - 3:53:45 PM GMT - Time Source: server

Document emailed to scott@murraybuildinginc.com for signature
2023-06-06 - 3:53:46 PM GMT

Email viewed by scott@murraybuildinginc.com
2023-06-09 - 0:46:45 AM GMT

New document URL requested by scott@murraybuildinginc.com
2023-06-19 - 5:39:47 PM GMT

Adobe Acrobat Sign

Email viewed by scott@murraybuildinginc.com
2023-06-19 - 5:40:51 PM GMT

Signer scott@murraybuildinginc.com entered name at signing as Scott Murray
2023-06-19 - 5:41:07 PM GMT

Document e-signed by Scott Murray (scott@murraybuildinginc.com)
Signature Date: 2023-06-19 - 5:41:09 PM GMT - Time Source: server

Document emailed to Joseph Leach (jleach@cityofsthelena.org) for signature
2023-06-19 - 5:41:10 PM GMT

Document e-signed by Joseph Leach (jleach@cityofsthelena.org)
Signature Date: 2023-06-19 - 5:45:52 PM GMT - Time Source: server

Agreement completed.
2023-06-19 - 5:45:52 PM GMT

Adobe Acrobat Sign

August 9, 2023

City of St Helena
City Council
1088 College Ave
St Helena, CA. 94574

RE: **Change Order #4 – Murray Building, Inc.**
**City of St Helena at Napa Valley College Campus**

**Item #1 – Split Cost of Final Dumpster for City's Use – COR #51**
This change is the result of an owner request. A negotiated agreement between Murray Building,Inc., and the City of St Helena to share the costs of the final dumpster load, allowing the City of St Helena the ability to remove and dispose of unwanted furniture and miscellaneous in the building prior to the City's occupancy. The total cost for Item #01 includes the added costs associated with the labor and equipment. **$818.27**

**Item #2 – Paint Touch Up Due to Water Damage – COR #52**
This change is the result of a design change. Several interior wall areas which weren't included in the scope of the construction project had suffered water damage and were bubbled and discolored. This COR is for the patching and painting of these areas prior to the City taking occupancy of the building. **$1,834.47**

In our capacity as the District's Construction Manager, we have completed a review of Change Order #4. Change Order #4 amounts to $2,652.74.

Based upon the review of the merit and compensation, it is our recommendation that this change order be approved. If you have any questions, please do not hesitate to call.

Sincerely,

John Dilena

John Dilena
Greystone West Company

# Change Order #004 – City of St. Helena at NVC North Campus

Contractor: Murray Building, Inc.
1181 Broadway
Sonoma, CA. 95476

Date: August 8, 2023

**Page 1 of 2**

RE: City of St. Helena
NVC North Campus

CO No. **004**

Description of Work: Change of Scope Items per Potential Change Order as itemized:

| COR # | Description of Work | Amount | Reference |
|---|---|---|---|
| 51 | Split cost of final dumpster for City's use | 818.27 | |
| 52 | Owner requested paint touch up due to water damage | 1,834.47 | |

**Total CCO #3** **$ 2,652.74**

**Time Impact: 0 Days**

| | |
|---|---|
| Original Construction Contract | $1,167,389.00 |
| Total CCO #002: | $ 109,857.05 |
| Total CCO #003: | $ 228,488.06 |
| **Total CCO #004** | **$ 2,652.74** |
| **Revised Contract Amount** | **$1,508,696.85** |

Phan Dung (Aug 16, 2023 15:09 PDT) — Aug 16, 2023
Architect
Noll and Tam Architects — Date

John Dilena (Aug 16, 2023 14:55 PDT) — Aug 16, 2023
Construction Manager
Greystone West — Date

Scott Murray (Aug 11, 2023 11:49 PDT) — Aug 11, 2023
Contractor / Developer
Scott Murray, Murray Building — Date

Joseph Leach (Aug 22, 2023 09:18 PDT) — Aug 22, 2023
City of St. Helena — Date

When signed, the City of St. Helena authorizes Developer to proceed with the work described above. Additionally, the Developer is authorized to charge all associated costs described herein to the Owner Contingency. Time impacts, if any, will be included in a revision to the Lease Agreement.

The undersigned Developer approves the foregoing as to the changes, if any, and to the Guaranteed Maximum Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which the Developer knows are false are at the sole risk of Developer and may be in violation of the False Claims Act set forth under Government

Code section 12650 et seq. and U.S. Criminal Code, 18 U.S.C. § 1001. It is understood that the changes herein to the Contract Documents shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Developer's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

# CHANGE ORDER REQUEST

Distribution to:

- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ] INSPECTOR
- [ ]

**COR**

51

TITLE: **Dumpster For Owner Items**

| | | | |
|---|---|---|---|
| **PROJECT:** | **ARCHITECT:** | **C. O. R. No.** | 51 |
| NVC UVC T.I. | **Noll & Tam** | Date: | 6/8/2023 |
| **1088 College Avenue** | **729 Heinz Avenue** | Arch. Project No. | |
| **94574** | **Berkeley, Ca 94710** | Contract For: | |
| | Fax: | Contract Date: | 7.25.22 |
| | | DSA File No. | |
| **OWNER:** | **INSPECTOR OF RECORD:** | DSA App. No. | 01-119725 |
| **Napa Valley CCD** | | OPSC App. No. | |
| **2277 Napa Vallejo Hwy** | | **Response to:** | |
| **Napa , Ca 94558** | | **Arch. RFP No.** | Own. Req. |
| Fax: | Fax: | | |

DESCRIPTION:

COR for the 1/2 the cost of the final dumpster that was used by Owner to dispose of non-wanted items in building as per agreement.

MODIFICATION TO CONTRACT SUM:
(Line 22 from Page 2) $818.27

MODIFICATION TO CONTRACT TIME:

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

**"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."**

**"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."**

*CONTRACTOR*

Fax:

By. **Scott Murray**

Date 6/8/2023

*Architect's Action*

- ☐ REJECT - Received Too Late.
- ☐ REJECT - Inadequate Back-Up.
- ☐ REJECT - Not in Proper Form.
- ☐ Review and Comment Only

SUMMARY OF ATTACHMENTS TO:

PROJECT:
NVC UVC T.I.
1088 College Avenue

**C.O. R. No.:** 51
Project No.:
Date: 6/8/2023
DSA App. No.: 01-119725
Page 2
of 3

TITLE: Dumpster For Owner Items

| Line | | ADDED | CREDIT |
|---|---|---|---|
| | ALL LINES SHALL BE FILLED IN, (zero values acceptable). | | |
| | **GENERAL CONTRACTOR'S WORK** | | |
| 1 | Material (attach itemized quantity and unit cost excluding sales tax) | $697.59 | $0.00 |
| 2 | Labor (attach itemized hours and rates) | $0.00 | $0.00 |
| 3 | Equipment (attach invoices) | $0.00 | $0.00 |
| 4 | **Subtotal** | $697.59 | $0.00 |
| 5 | General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4. | $104.64 | $0.00 |
| 6 | **Subtotal** | $802.23 | $0.00 |
| 7 | Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2. | | $0.00 |
| 8 | **Subtotal** General Contractor Work (sum of lines 6 and 7.) | $802.23 | $0.00 |
| | **SUBCONTRACT WORK** (Provide separate breakdown for each subcontract)* | | |
| 9 | Material (attach itemized quantity and unit cost excluding sales tax) | $0.00 | $0.00 |
| 10 | Labor (attach itemized hours and rates) | $0.00 | $0.00 |
| 11 | Vendor (attach invoices) | $0.00 | $0.00 |
| 12 | **Subtotal** | $0.00 | $0.00 |
| 13 | Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12. | Incl. | $0.00 |
| 14 | **Subtotal** | $0.00 | $0.00 |
| 15 | General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14. | $0.00 | $0.00 |
| 16 | Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10. | $0.00 | $0.00 |

| | | | |
|---|---|---|---|
| 17 | **Total** of Subcontract Work (sum of lines 14, 15 and 16) | $0.00 | $0.00 |
| 18 | **Subtotal** General Contractor and Subcontractor Work (sum of lines 8 and 17.) | $802.23 | $0.00 |
| 19 | Applicable Taxes (itemized by levy and by contract) | $0.00 | $0.00 |
| 20 | **Subtotal** (sum of lines 18 and 19) | $802.23 | $0.00 |
| 21 | Bond not to exceed one and one half percent (1 1/2%) of line 20. | $16.04 | $0.00 |
| 22 | **TOTAL** (sum of lines 20 and 21.) Copy to cover page. | $818.27 | $0.00 |

* Attach additional copies of this page as required to summarize additional subcontracts.

# DEBRIS BOX STATEMENT

UPPER VALLEY DISPOSAL SERVICE
P.O. BOX 382, ST. HELENA, CA 94574
PHONE: 707-963-7988 • FAX: 707-963-7641
www.uvds.com

MURRAY BUILDING INC
P O BOX 2201
SONOMA CA 95476-2201

| | |
|---|---|
| Service Period: | |
| Service Address: | 1088 COLLEGE AVE |
| Account Number: | 01-0032421-9 |
| Online Access Code: | 0144417 |
| Statement Date: | 2/28/23 |
| Previous Balance: | $1,543.97 |
| Payments/Credits: | -$1,543.97 |
| Balance Forward: | $0.00 |
| Current Charges: | $1,395.19 |
| **Amount Due:** | **$1,395.19** |
| **Payment Due Date:** | **3/24/23** |

| DATE | DESCRIPTION | QTY | RATE | AMOUNT | BALANCE |
|---|---|---|---|---|---|
| | PRIOR BALANCE | | | 1,543.97 | 1,543.97 |
| 2/17/23 | PMT: L17840 | | | -1,543.97 | 0.00 |
| 2/24/23 | 30 YD TEMP-PULL | | | 1,172.02 | 1,172.02 |
| 2/24/23 | TONS TRASH TO LANDFILL/CFL CD | 3.28 | | | 1,172.02 |
| 2/21/23 | TEMPORARY DEMURRAGE | 1.00 | 74.390 | 74.39 | 1,246.41 |
| 2/14/23 | TEMPORARY DEMURRAGE | 1.00 | 74.390 | 74.39 | 1,320.80 |
| 2/07/23 | TEMPORARY DEMURRAGE | 1.00 | 74.390 | 74.39 | 1,395.19 |

**DID YOU KNOW WE OFFER AUTOMATIC PAYMENT PROCESSING? PLEASE CALL 707.963.7988 OR E-MAIL INFO@UVDS.COM TO LEARN MORE. PAY YOUR BILL ON LINE AT WWW.UVDS.COM. OUR TAX ID IS 94-1671908. THANK YOU FOR KEEPING YOUR ACCOUNT CURRENT.**

| CURRENT | 30 DAYS | 60 DAYS | 90+ DAYS | TOTAL BALANCE |
|---|---|---|---|---|
| $1,395.19 | $0.00 | $0.00 | $0.00 | $1,395.19 |

# CHANGE ORDER REQUEST

Distribution to:

- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ] INSPECTOR
- [ ]

**COR**

52

TITLE: **Owner Requested Paint Touch Up**

| | | | |
|---|---|---|---|
| **PROJECT:** | **ARCHITECT:** | **C. O. R. No.** | 52 |
| NVC UVC T.I. | **Noll & Tam** | Date: | 7/25/2023 |
| **1088 College Avenue** | **729 Heinz Avenue** | Arch. Project No. | |
| **94574** | **Berkeley, Ca 94710** | Contract For: | |
| | Fax: | Contract Date: | 7.25.22 |
| | | DSA File No. | |
| **OWNER:** | **INSPECTOR OF RECORD:** | DSA App. No. | 01-119725 |
| **Napa Valley CCD** | | OPSC App. No. | |
| **2277 Napa Vallejo Hwy** | | **Response to:** | |
| **Napa , Ca 94558** | | **Arch. RFP No.** | Own. Req. |
| Fax: | Fax: | | |

DESCRIPTION:

COR for additional painting, outside of contract scope, that was requested by Owner during punch list phase. Painting was of water damaged area in South Hallway.

MODIFICATION TO CONTRACT SUM:
(Line 22 from Page 2) $1,834.47

MODIFICATION TO CONTRACT TIME:

Supporting schedule information attached

CONTRACTORS CERTIFICATION AND WAIVER OF CLAIMS:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code Sections 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the governing board of the District."

**"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."**

**"Any alteration or revision of this Document, it's terms, or this Certification is deemed a waiver of any costs, expenses, damages, or time extensions included herein."**

*CONTRACTOR*

Fax:

By. **Scott Murray**

Date 7/25/2023

*Architect's Action*

- ☐ REJECT - Received Too Late.
- ☐ REJECT - Inadequate Back-Up.
- ☐ REJECT - Not in Proper Form.
- ☐ Review and Comment Only

SUMMARY OF ATTACHMENTS TO:

PROJECT:
NVC UVC T.I.
1088 College Avenue

**C.O. R. No.:** 52
Project No.:
Date: 7/25/2023
DSA App. No.: 01-119725
Page 2
of 3

TITLE: Owner Requested Paint Touch Up

| Line | | ADDED | CREDIT |
|---|---|---|---|
| | ALL LINES SHALL BE FILLED IN, (zero values acceptable). | | |
| | **GENERAL CONTRACTOR'S WORK** | | |
| 1 | Material (attach itemized quantity and unit cost excluding sales tax) | $0.00 | $0.00 |
| 2 | Labor (attach itemized hours and rates) | $0.00 | $0.00 |
| 3 | Equipment (attach invoices) | $0.00 | $0.00 |
| 4 | **Subtotal** | $0.00 | $0.00 |
| 5 | General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of lines 1 & 4. | $0.00 | $0.00 |
| 6 | **Subtotal** | $0.00 | $0.00 |
| 7 | Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 2. | | $0.00 |
| 8 | **Subtotal** General Contractor Work (sum of lines 6 and 7.) | $0.00 | $0.00 |
| | **SUBCONTRACT WORK** (Provide separate breakdown for each subcontract)* | | |
| 9 | Material (attach itemized quantity and unit cost excluding sales tax) | $0.00 | $0.00 |
| 10 | Labor (attach itemized hours and rates) | $0.00 | $0.00 |
| 11 | Vendor (attach invoices) | $1,635.00 | $0.00 |
| 12 | **Subtotal** | $1,635.00 | $0.00 |
| 13 | Subcontractor's overhead and profit on work performed by Sub-contractor, not to exceed fifteen percent (15%) of line 12. | Incl. | $0.00 |
| 14 | **Subtotal** | $1,635.00 | $0.00 |
| 15 | General Contractor's Overhead and Profit on subcontract work, not to exceed ten percent (10%) of line 14. | $163.50 | $0.00 |
| 16 | Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed thirty-five percent (35%) of line 10. | $0.00 | $0.00 |

| | | | |
|---|---|---|---|
| 17 | **Total** of Subcontract Work (sum of lines 14, 15 and 16) | $1,798.50 | $0.00 |
| 18 | **Subtotal** General Contractor and Subcontractor Work (sum of lines 8 and 17.) | $1,798.50 | $0.00 |
| 19 | Applicable Taxes (itemized by levy and by contract) | $0.00 | $0.00 |
| 20 | **Subtotal** (sum of lines 18 and 19) | $1,798.50 | $0.00 |
| 21 | Bond not to exceed one and one half percent (1 1/2%) of line 20. | $35.97 | $0.00 |
| 22 | **TOTAL** (sum of lines 20 and 21.) Copy to cover page. | $1,834.47 | $0.00 |

* Attach additional copies of this page as required to summarize additional subcontracts.

# KBI Painting Quote Sheet

Painting Contractors
License #944475

**PROJECT:** NVC Upper Valley Campus

| | |
|---|---|
| Quote # | 004 |
| PCO # | |
| Date Issued | 2/10/2023 |
| KBI Job # | 22-112 |
| GC Job # | |

| Submitted To | |
|---|---|
| **GC:** | **Murray Building, Inc** |
| **PM:** | Scott Murray |
| **PE:** | |
| **SUPER:** | |

| Submitted By | |
|---|---|
| | **KBI Painting Inc.** |
| | **Jim Koreen** |
| | **President / Estimator** |
| | **(707) 753-0933** |

| Subject |
|---|
| NVC Wall Repair |

| Item # | DESCRIPTION OF WORK | Amount |
|---|---|---|
| 1 | Paint water damaged area only | $985.00 |
| | | |
| | **TOTAL** | **$985.00** |
| | | |
| 2 | **Alternate Add - Finish wall & ceiling corner to corner** | $650.00 |
| | | |
| | **TOTAL** | **$650.00** |
| | | |
| | | |
| | | |

We will proceed with this pricing change request upon written approval via email or receipt of change order to contract.

1310 Ross Street Suite A, Petaluma CA 94954 - office (707) 795-4955 - fax (707) 777-5413

# Murray CCO 4

Final Audit Report 2023-08-22

| | |
|---|---|
| Created: | 2023-08-11 |
| By: | Kristi Janowski (kristi@greystonewest.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAArNgUqBj7RvwJHRah9HbjObW0QKxmm5pg |

## "Murray CCO 4" History

Document created by Kristi Janowski (kristi@greystonewest.com)
2023-08-11 - 3:10:16 PM GMT

Document emailed to scott@murraybuildinginc.com for signature
2023-08-11 - 3:12:46 PM GMT

Email viewed by scott@murraybuildinginc.com
2023-08-11 - 6:48:22 PM GMT

Signer scott@murraybuildinginc.com entered name at signing as Scott Murray
2023-08-11 - 6:49:30 PM GMT

Document e-signed by Scott Murray (scott@murraybuildinginc.com)
Signature Date: 2023-08-11 - 6:49:32 PM GMT - Time Source: server

Document emailed to John Dilena (john@greystonewest.com) for signature
2023-08-11 - 6:49:34 PM GMT

Email viewed by John Dilena (john@greystonewest.com)
2023-08-16 - 9:55:17 PM GMT

Document e-signed by John Dilena (john@greystonewest.com)
Signature Date: 2023-08-16 - 9:55:39 PM GMT - Time Source: server

Document emailed to phan.dung@nollandtam.com for signature
2023-08-16 - 9:55:40 PM GMT

Email viewed by phan.dung@nollandtam.com
2023-08-16 - 10:08:45 PM GMT

Signer phan.dung@nollandtam.com entered name at signing as Phan Dung
2023-08-16 - 10:09:45 PM GMT

Adobe Acrobat Sign

Document e-signed by Phan Dung (phan.dung@nollandtam.com)
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# Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Mario Traverso, Project Manager |
| **SUBJECT:** | Consideration and proposed approval of a Resolution approving the annexation of the property known as 1516 Sulphur Springs Avenue, St Helena, CA (APN 009-362-018), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 146. |
| **RECOMMENDED ACTION:** | It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD. |
| **PREVIOUS COUNCIL ACTION:** | City Council approved Resolution 2023-00 on October 10, 2023, requesting to set a public hearing for December 12, 2023, to consider objections to the proposed annexation as required by state law. |
| **STATEMENT OF THE PURPOSE:** | Commence a public hearing to consider objections to the proposed annexation into the St. Helena Municipal Sewer District No. 1. Consideration and approval a Resolution approving the proposed annexation if the proposed annexation are found to be beneficial for the properties. |
| **FINANCIAL IMPACT:** | None |

**BACKGROUND:**

Any property that wishes to connect and utilize the sanitary sewer system in the City of St. Helena must be annexed into the Municipal Sewer District No. 1. All applications for annexations shall be approved by the City Council pursuant to the requirements of state law (SHMC § 13.20.040). State law details the requirements in Health and Safety Code Section 4600. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer. The process for a property to be annexed requires that a resolution be adopted ordering a public hearing by an affirmative vote of at least two-thirds of all the members of the City Council (HSC § 4643). The resolution is required to contain the following information and finding:

(a) Describe the boundaries of the territory proposed to be annexed.
(b) Designate the proposed annexation by an appropriate number.
(c) Declare that the area to be annexed to the district will be benefited by such annexation.

(d) Name the time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of any land described in the resolution.

Once adopted, the resolution, together with the names of the members of the City Council voting for and against it, must be published for two successive weeks in a newspaper of general circulation and published in the City. The first publication shall not be more than 60 days nor less than 30 days prior to the date fixed for the hearing.

At the time established for the public hearing, the City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District which will require at least four affirmative votes. Upon a determination by the Council that the Property will be benefited by the annexation; certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect (HSC § 4613). Upon recordation of the resolution, the Property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District.

If the City Council approves the resolution following the public hearing on December 12, 2023, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to collect outstanding fees and obtain required permits.

**DISCUSSION:**
The public hearing notices to consider objections to the proposed annexation for December 12, 2023, were first published on November 1, 2023, and the second on November 8, 2023. Additionally, notices of the public hearing and the Resolution were distributed within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing.

At the time established for the hearing, City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a Resolution approving the annexation of the property into the District, which requires at least four affirmative votes. Upon a determination by the Council that the property will be benefited by the annexation, certified copies of the Resolution will then be recorded (HSC § 4613). Upon recordation of the Resolution the property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District (HSC § 4648).

City Council is requested to consider the annexation from the following parties into the District:

The property known as 1516 Sulphur Springs Avenue, St Helena, CA (APN 009-362-018), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 146.

Location maps and descriptions for the properties are attached. Staff request City Council to consider the applicant's annexation request and consider a Resolution approving the annexation. If the City Council approves the Resolution following the hearing, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Properties will then become eligible to connect to the City's sanitary sewer system.

**ENVIRONMENTAL REVIEW:**
Properties that are annexed into the District and connect to the sanitary sewer system will be required to abandon existing septic systems in accordance with Napa County Environmental Health Services.

**DOCUMENTS ATTACHMENTS:**

Resolution - 1516 Sulphur Springs Ave
Location Map - 1516 Sulphur Springs Ave

# CITY OF ST. HELENA

## RESOLUTION NO. 2023-

**Resolution of the City Council of the City of St. Helena to approve the annexation of the property known as 1516 Sulphur Springs Avenue, St Helena, CA (APN 009-362-018) into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 146.**

### RECITALS

A. The property known as 1516 Sulphur Springs Avenue, St Helena, CA (APN 009-362-018) will benefit from annexation into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 146; and

B. A public hearing regarding this proposed annexation was ordered on October 10th, 2023, and duly noticed and held on December 12th 2023, at a regular meeting of the City Council of the City of St. Helena; and

C. All annexation fees have been paid; and

D. The City has complied with all laws applicable to these annexation proceedings, including without limitation Health & Safety Code Sections 4641.

### RESOLUTION

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

1. The territory described in the attached Exhibit A, commonly known as 1516 Sulphur Springs Avenue, St Helena, CA (APN 009-362-018) is hereby ordered annexed; and

2. The City Clerk shall cause a certified copy of this Resolution to be recorded with the official records of the County of Napa, pursuant to section 4647 of the Health & Safety Code.

Approved at a Regular Meeting of the St. Helena City Council on December 12th, 2023, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____
Councilmember Hardy: _____
Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____
Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

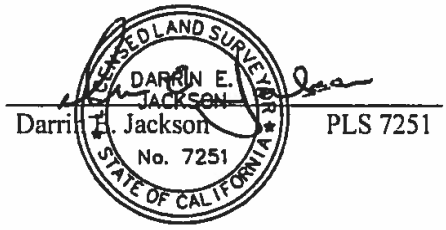
JACKSON AND ASSOCIATES
LAND SURVEYORS

Exhibit "A"

LEGAL DESCRIPTION FOR SEWER ANNEXATION

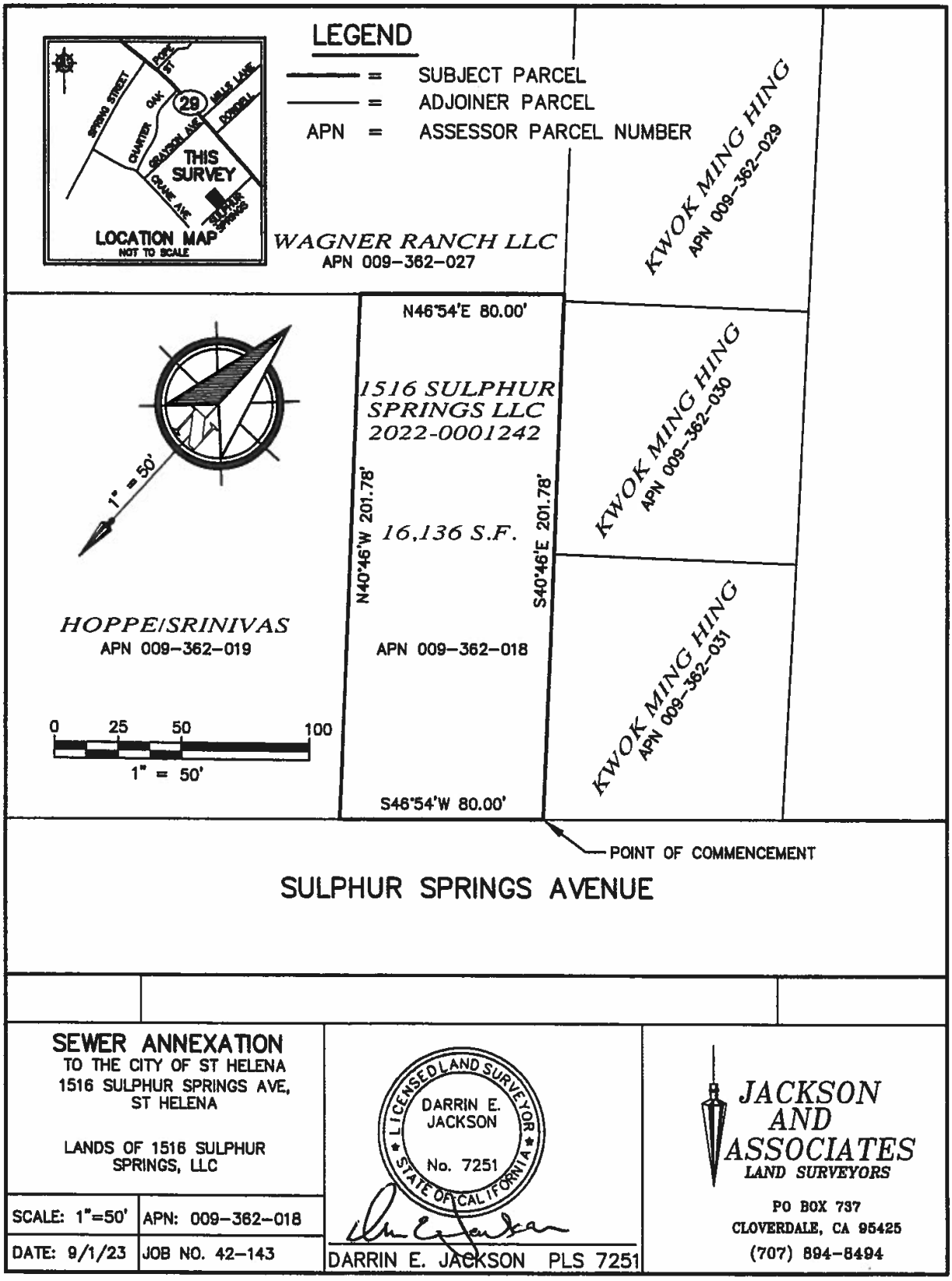
Being the Lands of 1516 Sulphur Springs LLC, a California Limited Liability Company as described in Deed Document no. 2022-0001242, Napa County Records, a recital of which is:

COMMENCING at a point on the Northwestern line of Sulphur Springs Avenue, distant thereon South 46° 54'West 1219.94 feet from the monument, marking the intersection thereof with the monumental centerline of Main Street; running thence South 46° 54' West along said Northwestern line 80 feet; thence North 40° 46'West 201 .78 feet; thence North 46° 54' East 80 feet; thence South 40° 46' East 201.78 feet to the point of commencement.




Darrin E. Jackson PLS 7251

Jackson & Associates PO Box 737, Cloverdale, Ca 95425 (707) 894-8494
email: pete@jacksonlandsurveys.com


LEGEND
= SUBJECT PARCEL
= ADJOINER PARCEL
APN = ASSESSOR PARCEL NUMBER
LOCATION MAP
NOT TO SCALE
THIS SURVEY
WAGNER RANCH LLC
APN 009-362-027
KWOK MING HING
APN 009-362-029
KWOK MING HING
APN 009-362-030
KWOK MING HING
APN 009-362-031
N46°54'E 80.00'
1516 SULPHUR SPRINGS LLC
2022-0001242
16,136 S.F.
N40°46'W 201.78'
S40°46'E 201.78'
APN 009-362-018
S46°54'W 80.00'
HOPPE/SRINIVAS
APN 009-362-019
1" = 50'
0 25 50 100
1" = 50'
POINT OF COMMENCEMENT
SULPHUR SPRINGS AVENUE
SEWER ANNEXATION
TO THE CITY OF ST HELENA
1516 SULPHUR SPRINGS AVE,
ST HELENA
LANDS OF 1516 SULPHUR SPRINGS, LLC
SCALE: 1"=50'
APN: 009-362-018
DATE: 9/1/23
JOB NO. 42-143
LICENSED LAND SURVEYOR
DARRIN E. JACKSON
No. 7251
STATE OF CALIFORNIA
DARRIN E. JACKSON PLS 7251
JACKSON AND ASSOCIATES
LAND SURVEYORS
PO BOX 737
CLOVERDALE, CA 95425
(707) 894-8494

# Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Planning

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Aaron Hecock, Senior Planner |
| **SUBJECT:** | Antonio and Rita Castellucci have submitted a Pre-Application Review for a proposed a mixed-use commercial project that includes 75 hotel rooms, 10 residential units, a restaurant and bar, retail space, a café, a spa, a fitness center, a conference center and underground parking at the former Bank of America location at 1001 Adams Street in the Business, Professional and Office (BPO) zoning district. |
| **RECOMMENDED ACTION:** | Staff recommends that the City Council receive the applicant's presentation and provide the applicant feedback on the concept plan including but not limited to:<br>1. Request for a General Plan Amendment and Zoning Map Amendment to Central Business District to accommodate the mixed use project at the proposed location;<br>2. Potential issues or concerns about the concept;<br>3. Preference on if the bar/restaurant component should be active ground floor use that engages the street versus upper floor; and<br>4. Points of emphasis to address with the formal application and Development Agreement. |
| **PREVIOUS COUNCIL ACTION:** | There are no previous actions related to this item. |
| **STATEMENT OF THE PURPOSE:** | The purpose of a Pre-Application Review is for the City and other interested parties to provide preliminary feedback on the proposed concept that includes a General Plan Amendment and Zoning Amendment. The feedback can be used to fine-tune the proposal before formal applications are submitted to the City. |
| **FINANCIAL IMPACT:** | No financial impact results from the Pre-Application Review and the applicant would be required to enter into a reimbursement agreement with the City for costs associated with processing formal applications. A new hotel could provide the City with tax revenue and employment opportunities in the future. |

**BACKGROUND:**
The 1.1-acre property located at 1001 Adams Street is located on the south side of Adams Street, one block east from its intersection with Main Street in the City's Business Professional and Office (BPO) zoning district. The site is currently developed with a parking lot, an 11,116 square foot commercial office building that is currently vacant (the former location of Bank of America) except that an outdoor ATM is still operational. The property is bordered by commercial zoning districts on all sides; however, residential land uses are located one property over to the south.

The site was a subject of study as part of the Urban Land Institute (ULI) Technical Assistance Panel (TAP) report submitted to the City in June 2023 (attached, see report page 32). The TAP report recommended this site be viewed as an opportunity site for a boutique hotel given its proximity to the downtown and conclusion that the market can support far more hotel rooms which in turn would boost transient occupancy tax (TOT) and help fund important resident quality of life investments such as park maintenance,

**DISCUSSION:**
The purpose of a Pre-Application Review is for the City and other interested parties to provide preliminary feedback on the proposed concept that can be used to fine-tune the proposal before formal applications are submitted to the City. The applicant's concept is to demolish the existing commercial structure, change the General Plan land use and zoning designations from Business, Professional and Office (BPO) to Central Business (CB) in order to allow for the construction of a mixed-use commercial building that includes hotel rooms, residential units, bar and restaurant, conference center, spa, fitness/wellness center, retail uses and basement parking. The project would include a total conditioned square footage of approximately 69,063 sf resulting in a floor area ratio (FAR) of 1.4, less than the maximum permitted FAR of 2.0. Proposed square footage includes the following:

- Hotel: 74 guestrooms and 1 presidential suite for a total of 75 hotel rooms that account for 38,754 sf.
- Residential: 14,946 sf for residential (consisting of 10 residences). The average residence area is roughly 1,500 sf. Eight of the residences are 1650-1700 sf, with two small residences at 886 sf.
- Commercial Uses:
  - 3,386 sf restaurant & bar open to the public.
  - 746 sf retail store open to the public, located in front of the hotel.
  - 746 sf café & lounge open to the public.
  - 2,000 sf spa and wellness facility open to the public.
  - 875 sf fitness center open to the public.
  - 2,539 sf conference center to accommodate an occupancy of up to 170 people, this will allow for outside users to rent it.
- Accessory Uses: 5,071 sf.

The anticipated entitlements necessary for the project as currently planned include:

- General Plan map amendment to Central Business (from Office)
- Zoning map amendment to Central Business District (from Business Professional Office)
- Conditional Use Permit
- Variance
- Development Agreement
- CEQA clearance

Please refer to the attached concept plans which includes mapping of the General Plan and Zoning for context.

***Variance Requests***
As currently designed, the applicant would be requesting the following two variances:

1. To allow a total height of 53' (7' over the maximum permitted) to accommodate two story residences; and
2. To allow for greater setbacks on Adams Street than permitted (14' opposed to 8' maximum) in order to accommodate additional landscaping.

Note the proposal to have the building footprint setback from the street and also the proposal to have the bar/restaurant on the upper floor is not consistent with the ULI report (report page 32) :
*" Hotels located downtown bring overnight guests who would directly improve the vitality after 5 p.m. The issue of lack of evening activity was raised time and again during stakeholder interviews. The hotels should include active ground-floor uses, such as bars and/or dining, that engage the street and have the potential to become places for local residents as much as* for *tourists."*

It is also important to note that the ULI report is not an officially adopted or regulatory document so the City has flexibility on how new development occurs in the areas discussed in the report, not withstanding compliance with the zoning code.

***Parking***
In addition to the variances noted above, the applicant is requesting the Community Development Director support a 40% parking reduction to accommodate for the shared uses (permitted pursuant to St. Helena Municipal Code (SHMC) Section 17.26.060). The Project is providing 97 parking spaces all underground. The applicant states that there can be additional tandem parking because it is all provided by valet. The St. SHMC requires the following on-site parking:

- Hotel: Minimum 1 space per guest room, suite, sleeping or living unit plus one space for each three employees.

- Commercial, retail and office: 1 space per 300 sf of building floor area, in no cases less than 2 parking spaces for each building or tenant space.
- Multi-Family Residential: 1 space for studio and 1-bedroom units and 1.5 spaces for 2-bedroom units.

Based on the numbers presented above, the applicant estimates that 176 parking spaces would be required.

***Affordable Housing***
The applicant has proposed placing affordable housing on an 8,712 sf parcel located on Mitchell Avenue two blocks west of Main Street which is owned by the Castellucci's. The property in question is zoned High Density Residential with a permitted density range of 16.1-28 units per acre (3 to 6 units on the referenced property). The affordable housing requirements will be negotiated as part of the future Development Agreement approved by the City Council concurrent with the other project entitlements.

***Development Agreement***
In addition to the entitlements that would be required, the applicant is willing and interested to negotiate the terms of a development agreement to outline community benefits, infrastructure improvements, water neutrality and affordable housing requirements. Once the applicant receives feedback from the Council, the project description will be further refined to accompany detailed applications. In addition, the environmental review process pursuant to the California Environmental Quality Act (CEQA) will begin and will be completed as part of the project entitlement process.

***Issues Identified by Staff***
After reviewing the attached materials submitted by the applicant, staff has identified the following issues that will need to be addressed with the formal project submittal:

- California Environmental Quality Act (CEQA) document including applicable technical studies (i.e., traffic, noise, water, wastewater capacity, etc.).
- Development Agreement including affordable housing (number of units, affordability levels, developer obligation to construct, land donation, etc.), water neutrality, infrastructure improvements, etc.
- Addressing required findings for variance requests rather than meeting the zoning height and front setback standards.
- Access drive for emergency vehicles including firefighting operational areas.
- Removal of the Separated for Assessment Purposes (SFAP) designation of APN 009-201-031.

**DOCUMENTS ATTACHMENTS:**

Applicant Letter of Intent
Concept Plans
230621_ULI TAP Report_St Helena_FINAL

RECEIVED
By XGamero at 9:11 am, Oct 24, 2023

PALISADES
LAND USE
CONSULTANCY

October 23, 2023

Maya DeRosa, Community Development Director
Aaron Hecock, Principal Planner
Xinia Gamero, Planning Permit Technician
City of St. Helena Planning Department
St. Helena, CA 94574

*Submitted via email to MDeRosa@cityofsthelena.org, ahecock@cityofsthelena.org, xgamero@cityofsthelena.org*

**RE: Pre-application for the ADAMS STREET HOTEL & RESIDENCES ("The Project") located at 1001 Adams Street, St. Helena, Calif. APN 009-201-031 ("The Project Site") and dedicating land for affordable housing located 1341 Mitchell Avenue, St. Helena, Calif. APN 009-263-001-000 ("The Affordable Housing Site")**

Dear Director DeRosa, Mr. Hecock, & Ms. Gamero,

Please accept the following request for the above referenced project on behalf of Antonio and Rita Castellucci, trustees of the Trust of Antonio and Rita Castellucci. Pursuant to the City of St Helena Zoning Code the intent of a pre-application is to receive feedback from the City Council for a proposed General Plan Amendment. The request herein is to change the zoning designation from Business and Professional office (BPO) to Central Business (CB). The request to change the zoning is to allow the submittal and review of a Demolition Permit to remove the existing 11,116 square foot commercial structure and associated parking and a Use Permit/Design Review application to allow for the construction of a mixed-use commercial building that includes hotel rooms, residential units, bar and restaurant, conference center, spa, fitness/wellness center, retail uses and basement parking.

In addition to the above requested entitlements the applicant is willing and interested to negotiate the terms of a development agreement to outline the community benefits, infrastructure improvements, and the affordable housing opportunity located at The Affordable Housing Site. Once we receive feedback from the Council, the project description will be developed with a subsequent detailed application. In addition, the environmental review process pursuant to the California Environmental Quality Act (CEQA) will begin and will be completed as part of the project entitlement process.

**Location**

The Project Site is located on the south side of Adams Street, one block east from its intersection with Main Street and is approximately 1.17 acres and consists of one parcel. The Project Site is currently fully developed with a parking lot, an 11,116 square foot commercial office building; both offices are currently unoccupied besides an outdoor automated bank machine (ATM). The Project Site is located one block from Main Street and bordered by commercial zoning on all sides.

The Affordable Housing Site, an 8,712 sq.ft. , or 0.2-acre parcel is located on Mitchell Avenue two blocks west of Main Street. The Affordable Housing Site currently includes two residences.

**General Plan Consistency**

The Project is consistent with the 2040 City of St. Helena General Plan adopted in 2019 by providing a stable economy and community sustainability, specifically as follows. Please note, the applicable General Plan policies are numbered below and in italics with the Project's consistency below them.

A. Consistency with the General Plan – Resilient Infrastructure:

(1) *"LU1.1 Require new development to occur within well-defined boundaries and be consistent with the ability to provide urban services. New development should mitigate infrastructure impacts by using sustainable, best management practices in green building and stormwater management and paying its share of development impact fees, while minimizing impacts on sewer, water, energy, and natural resources",*

(2) *"LU1.2 Allow urban development to occur only within the Urban Limit Line. Consider an exception for on-site employee housing on Agricultural lands. Urban services, such as sewer, water, and storm drainage, will only be extended to development within the Urban Limit Line", and*

(3) *"LU1.5 Require new development to provide adequate infrastructure and urban services, including compliance with the policies and implementing actions affecting new development as set forth in the Public Facilities and Services Element."*

(4) *"ES1.3 Ensure the long-term infrastructure needs and priorities of the community are met as part of an economic approach to economic vitality and sustainability. (Also see the Public Facilities and Services Element for policies and implementing actions related to infrastructure)."*

The Project is proposed in the central downtown network and the Applicant is willing to entertain a development agreement to determine the scope of its fair share development impact fees.

B. Consistency with the General Plan – Redevelopment in downtown to support mixed use projects that contribute to the revenue stream:

(1) *"LU3.9 In Mixed-Use, Service Commercial, and Central Business districts encourage residential, and office uses in upper-story locations or locations along the periphery of the retail district. This will facilitate active and pedestrian-oriented commercial areas."*

(2) *"LU1.6 Support the redevelopment of vacant and underutilized sites within the downtown area with mixed-use development opportunities. Encouraging infill development with a mix of uses*

*will support a pedestrian-oriented, vibrant retail and commercial district that is centrally located and easily accessible to residents and neighborhoods;"*

(3) *"LU3.3 Support the redevelopment of auto-oriented commercial areas into pedestrian-friendly commercial uses;"*

(4) *"LU3.1 Strengthen the downtown area as the City's social and cultural core, and as the primary center of retail services. Facilitate a healthy mix of retail and commercial uses, residential development, entertainment, and lodging;"*

(5) *"LU3.A Identify sites in the Central Business and Service Commercial districts for mixed-use development that are close to services and facilitate walking, bicycling, and transit use."*

(6) *"ES1.1 Maintain central St. Helena as the social, cultural, and economic heart of the City by supporting infill and redevelopment of vacant and underutilized parcels in the central St. Helena area."*

(7) *"ES2.1 Support the development of responsible, visitor-serving components to the City's economy as a valuable source of jobs, tax revenues, and cultural amenities. Promote policies that facilitate and encourage this type of sustainable economic development."*

(8) *"ES2.2 Encourage visitor-serving uses oriented toward an upscale market, consistent with the Valley's reputation as a producer of world-class wines. Discourage the introduction of uses that are dependent upon a mass tourist market."*

(9) *"ES2.3 Ensure a diverse mix of uses that avoids an over-representation of any particular use. Remove the cap on the number of hotel and motel rooms and restaurant seats but continue to limit vacation rentals."*

(10) *"ES2.7 Do not legislate or restrict the number of restaurant seats, but continue to prohibit formula restaurants."*

(11) *"ES2.A Continue to prohibit formula restaurants, chain discount stores, and time-share lodging projects (excluding Fractional Ownership Lodging). Consider destination membership clubs and other potential lodging options that contribute to the Transient Occupancy Tax (TOT) revenue stream subject to a conditional use permit."*

(12) *"ES2.B Study and recommend guidelines for permitting lodging uses in a range of land use designations and ensure that the requested uses will not result in significant adverse impacts to the community while recognizing that the hotel taxes provide a valuable source of revenue for the City. Remove the cap on the number of hotel and motel rooms."*

As described in more detail below The Project Site was specifically designated as a "Near Term Opportunity Catalyst Site" for a boutique hotel in the recently released Community Revitalization Study[1] ("ULI TAP Study"). The Project Site currently includes a large parking lot and a drive-through automatic teller. The Project proposes to remove an auto-centric business into a mix of uses centrally located and easily accessible to walk to the commercial storefronts and activities. The Project proposes lodging, an elevated hotel and bar, retail, and spa which provide a healthy mix of uses with residential uses on the upper-stories, consistent with the General Plan.

[1] Community Revitalization Technical Assistance Panel Report prepared for the City of St. Helena, ULI, March 13-14, 2023 "ULI TAP"

C. Consistency with the General Plan – Ensure new development is consistent with St. Helena's character:

*(1) "LU3.5 Ensure that new retail and commercial development is compatible with and complementary to St. Helena's small-town image. In addition, within the City's Central Business District, new retail and commercial development should be of a scale and type that complements the historic character."*

The Project proposes an ultra luxury lodging experience and a unique restaurant, bar, and spa that is open to the community; all of which provide a caliber consistent with St. Helena's image.

*D.* Consistency with the General Plan – Ensure new development promotes pedestrian and bike activity.

*(1) "LU3.7 Provide sufficient auto and bicycle parking in order to serve local businesses in the commercial districts. Ensure that all parking areas are well designed and that auto parking spaces are hidden from pedestrian view, whenever possible."*

*(2) "ES2.4 Encourage green transportation options to circulate people throughout the community. Promote sustainable modes of travel and reduce the number and length of vehicle trips generated by visitors to the community."*

*(3) "ES2.6 Expand lodging in the downtown area to encourage walking, biking, and alternative transportation modes in order to reduce the need for automobile trips"*

*(4) "CR5.A Develop a "park-once" strategy for visitors to improve air quality, reduce congestion, promote alternatives to driving alone, and educate and involve businesses and residents. Work with employers to encourage employees to park on the fringes of downtown, thereby leaving convenient parking spaces open for shoppers."*

The Project provides adequate auto parking with a full-time valet and is intended for the visitor to park their car once and use sustainable transportation. Furthermore, The Project will provide bicycles for their guest's experience.

E. Consistency with the General Plan – Support the Agriculturally-based businesses and economy:

*(1) "LU3.8 Provide sufficient opportunities for offices that support the regional, agricultural-based economy and the local needs of the community. "*

*(2) "LU3.10 Encourage office development within Mixed-Use, Service Commercial, and Central Business districts to complement the pedestrian orientation of surrounding development."*

*(3) "ES1.2 Identify and expand economic sectors in which the City has competitive advantages and capitalize on these strengths in order to diversify local economic activities and strengthen St. Helena's role as an agriculturally based service center for the surrounding area."*

The Project proposal includes a conference center for the local agricultural businesses to have a central location for their business needs.

F. Consistency with the General Plan – ensure new developments do not obstruct views.

*(1) "LU3.11 Ensure that new commercial development does not obstruct view corridors to the mountains."*

The Project has been mindfully designed with view corridors to the east/west and the north/south on the higher stories which will not impede views to the mountains.

G. Consistency with the General Plan – ensure new developments are consistent in scale to the older buildings.

*(1) "LU3.F Limit the floor area and size of buildings in the Central Business and Service Commercial districts to ensure that new buildings are in scale with typical older buildings in the district."*

The Project complies with the revied Zoning standard with proposing a 1.4 Floor Area Ratio, where the standard is a maximum Floor Area Ratio of 2.0, which is consistent with the historic St. Helena Hotel.

H. Consistency with the General Plan – encourage affordable housing.

*(1) " ES1.4 Encourage the creation of workforce housing to support the local employment base in keeping with small town smart growth. (Also see the Housing Element, Topic Area 1);"*

*(2) "ES1.E Provide development incentives for new visitor-serving businesses to develop affordable workforce housing either through construction of housing or payment of an appropriate in lieu fee to develop housing elsewhere in the city. Such incentives shall include consideration of visitor-serving uses in Medium Density Residential or Higher Density Residential where a project provides affordable housing or an appropriate payment of an in-lieu fee."*

The Project provides an opportunity for affordable housing at The Affordable Housing Site.

I. Consistency with the General Plan – encourage sustainable development.

*(1) "ES2.5 Encourage socially and environmentally responsible businesses that make positive contributions to the community and operate in an environmentally-sound manner."*

The Project is designed with environmental sustainability and intends to make positive contributions to the community with affordable housing, providing employment opportunities, and contributing to the city's revenue*.*

*J.* Consistency with the General Plan – encourage connection to the street and the commercial areas.

*(1) "CD2.1 Maintain the character and identity of the downtown by emphasizing strong street definition, creating active front setbacks with outdoor seating, locating parking on the side and behind buildings, and maximizing entrances and transparency on building façades."*

(2) *"CD2.2 Within industrial and commercial areas outside downtown, maintain transitional zones as needed to protect public health and safety but allow flexible front setbacks while encouraging transparent and accessible front façades and parking on the sides and backs of buildings."*
(3) *"CD2.3 Encourage distinction within and between buildings by varying roof lines and articulating building facades."*
(4) *"CD2.4 Ensure active and complete streets within commercial districts by providing sidewalk amenities, such as landscape buffers, berms, street trees, street furniture, outdoor dining, public art, signage, and wayfinding."*
(5) *"CD2.4 Ensure active and complete streets within commercial districts by providing sidewalk amenities, such as landscape buffers, berms, street trees, street furniture, outdoor dining, public art, signage, and wayfinding".*

The car park is entirely hidden from the public view and the architecture provides balanced varied heights. The Project is designed with an intentional connection to the streetscape by providing a landscape buffer and the retail and coffee shop at the street front entrance.

**Consistency with ULI Report**

The Project Site was identified as the "Downtown Network/Flex Zone of the Downtown Core" and was specifically designated as a "Near Term Opportunity Catalyst Site" for a boutique hotel in the recently released Community Revitalization Study[2] ("ULI TAP Study"). The ULI TAP Study strongly supported development of a new boutique hotel at The Project Site and defined such a proposal as a "Big Deal" project. In addition to the identification of The Project Site to include a boutique hotel the ULI TAP Study encouraged mixed use and affordable housing opportunities.

**Affordable Housing**

The Affordable Housing Site, an 8,712 sq.ft. (0.2 acre) parcel is located on Mitchell Avenue two blocks west of Main Street. The Zoning Designation is High Density Residential. The Ultimate project description and the Development agreement will negotiate the terms and scope of the affordable housing opportunity.

**Zoning**

The Project Site is uniquely situated, bordered by commercially zoned properties on all sides - to the west is the Mechanics Bank located on a CB zoned parcel, to the north, the Westamerica Bank located on a CB zoned parcel, and to the east and south is the parking lot for the multi-tenant commercial office building located on a B&PO Zoned parcel. It should be noted that the request to change the zoning designation on The Project Site from BPO to CB brings this parcel consistent with the zoning to the bordering property to the north and west and does not create a pocket or island zoning. This results in a logical and orderly location to consider for this density of commercial development. Furthermore, there is currently no hotel in the defined downtown core. Even with the repositioning of the Main Street

[2] Community Revitalization Technical Assistance Panel Report prepared for the City of St. Helena, ULI, March 13-14, 2023 "ULI TAP"

Hotel, the proposed project, the Adams Street Hotel & Residences will provide a different market niche and wouldn't be a direct competitor.

**Community Benefits**

The Project provides many community benefits and project commitments, such as but not limited to:

- City and residents would benefit from the increased Transient Occupancy Tax (TOT) to help fund civil improvements and recreation facilities and provide long term financial reserves.
- The Project is sustainably designed with ultra energy and water efficient construction methods.
- The Site is a Keystone project location positioned to activate pedestrian traffic to Main Street and Railroad Avenue.
- The Project would provide activity that would support local businesses and retail establishments.
- The Market positioning of the Project in the ultra-luxury sector is consistent with the high-end St. Helena brand.
- All employee and visitor parking are provided (almost 100) for on-site in the basement away from the public view.
- The open to the public restaurant and bar is located on the second floor overlooking views of Mt. St. Helena offer locals and visitors a unique elevated experience.
- The luxury spa and wellness center is proposed to be open to the public.
- The conference center provides an opportunity for local businesses to utilize it for larger scale meetings.
- The Affordable Housing Site provides an opportunity for 7-9 affordable housing units for the employees and local workforce community, and
- The Project includes ten market rate for sale residential units to contribute to the City's Regional Housing Needs Allocation (RHNA).

**Project description**

In response to the results of the ULI TAP Study the property owner and applicant consulted potential development partners and was informed that for a hotel development project of this caliber it needed to include a variety of room sizes, at least 75 hotel rooms, include a spa and conference area, and have a residential component for the financial investment to be sustainable and for the project to be viable. This critical information drove the project details and schematic design.

The proposed architectural theme includes a contemporary modern multi story structure with natural wood, native stone, structural windows, and mixed metal exterior finishes. The vehicle entrance includes a welcoming porte cochere with a dedicated valet parking attendant. The car park is proposed underground in the basement. The multi-story structure has internal view corridors to create daylight to the interior of the project and break up the exterior massing. The second-floor center courtyard offers a rooftop pool and elevated restaurant and bar overlooking Mt. St. Helena. Each hotel suite has a private outdoor patio and includes a 9' plate height with floor to ceiling windows. The design has been mindful to the neighbors with a step back to avoid any direct views for privacy for both the tenants and

the residents. The design, although multistory provides a courtyard feeling with a lot of open space, high ceilings, and intentional design to offer a low profile while catering to the luxury clientele.

The Project includes a total conditioned square footage of 69,063 sq.ft resulting in a 1.4 FAR, less than the required maximum 2.0 FAR. Of this total square footage, the following is broken down into the different land uses:

- Hotel: 74 guestrooms and 1 presidential suite for a total of 75 hotel rooms that account for 38,754 square feet.
- Residential: 14,946 square foot residences (consisting of 10 residences The average residence area is roughly 1,500 sq.ft. Eight of the residences are 1650-1700 sq.ft., with two small residences at 886 sq.ft.
- Commercial Uses:
    - 3,386 square foot restaurant & bar open to the public.
    - 746 square foot retail store open to the public, located in front of the hotel.
    - 746 square foot café & lounge open to the public.
    - 2,000 square foot spa and wellness facility open to the public
    - 875 square foot fitness center open to the public.
    - 2,539 square foot conference center to accommodate an occupancy of up to 170 people, this will allow for outside users to rent it.
- Accessory Uses: to the Hotel & Residences is 5,071 square feet.

The proposed building footprint architectural element/porte cochere is located 0.75 feet from the edge of the sidewalk, within the prescribed setbacks. The primary building is setback 14' from the edge of pavement on Adams Street, on the southern side. The building footprint is roughly 10 ft from the eastern property line and roughly 25 ft from the western property line. The northern and southern property lines are both angled. At its closest point, the building footprint is roughly 14 ft from both the northern and southern property lines. The Design Review Permit will include a detailed landscape plan for this area.

**Variance Request of 7 feet to the height requirements**

The proposed Project meets the objective design criteria of the CB Zoning District (St. Helena Municipal Code) besides the following:

(1) A request for a Variance of 7' to allow a total height of 53' to allow for 2,200 conditioned square feet and 1,170 unconditioned square feet. This area represents the second story of the six (6) 2-story residences. (Note this is area is less than 3.1% of the total footprint);

**Parking**

In addition to the above requested Variances The Project requests the Planning Director support a 40% parking reduction to accommodate for the shared uses. This can be supported because there is a full-time parking attendant, and the current trend is visitors typically arrive and depart by an on-call car service.

| Occupant Type | St. Helena Parking Requirements | Quantity within proposed project | Required Parking Calc. | Notes |
|---|---|---|---|---|
| Retail | 1 per 300 sf | 746 sf | 2.486 | Open to Public & Hotel Guests |
| Grab & Go | 1 per 300 sf | 746 sf | 2.486 | Open to Public & Hotel Guests |
| Restaurant | 1 per 4 seats | 70 seats | 17.5 | Open to Public & Hotel Guests |
| Full Time Employees | 1 per 3 employees | 15 | 5 | - |
| Residence | 1.5 parking spaces per unit | 10 | 15 | - |
| Hotel Keys | 1 per hotel key | 75 | 75 | - |
| Conference | 1 space for 50 sf | 2539 sf | 50.78 | |
| Spa | 1 per 300 sf | 2454 sf | 8.18 | Open to Public & Hotel Guests |
| Fitness | NA | 871 sf | - | Hotel Guests Only |
| | | Subtotal | 176.43 | |

The Project is providing 97 parking spaces all underground. There can be additional tandem parking because it is all provided by valet.

**Conclusion**

The project team is pleased to bring this project to the St. Helena City Council and is interested in the Council and the Public's thoughts and feedback on this landmark project. The project team will consider all feedback and if the Council provides direction, will subsequently submit a thorough and comprehensive project application.

Sincerely,

Kirsty Shelton

Kirsty L. Shelton
Principal Land Use Planner

# General Plan Amendment
# Application to Rezone
# 1001 Adams St. from
# Business & Professional Office
# (B&PO) to Central Business (CB)
# AND
# Pre-Application for a Mixed Use
# Project consisting of a Hotel
# and Residences and providing
# Affordable Housing off site

Submitted to the City of
St. Helena Planning Department
October 20, 2023

**RECEIVED**
*By XGamero at 9:51 am, Oct 24, 2023*



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THE PROJECT SITE IS LOCATED TWO BLOCKS EAST OF THE DOWNTOWN CORE OF MAIN STREET, A FIVE MINUTE WALK, AND IS BORDERED ON ALL SIDES WITH COMMERCIAL DEVELOPMENT.

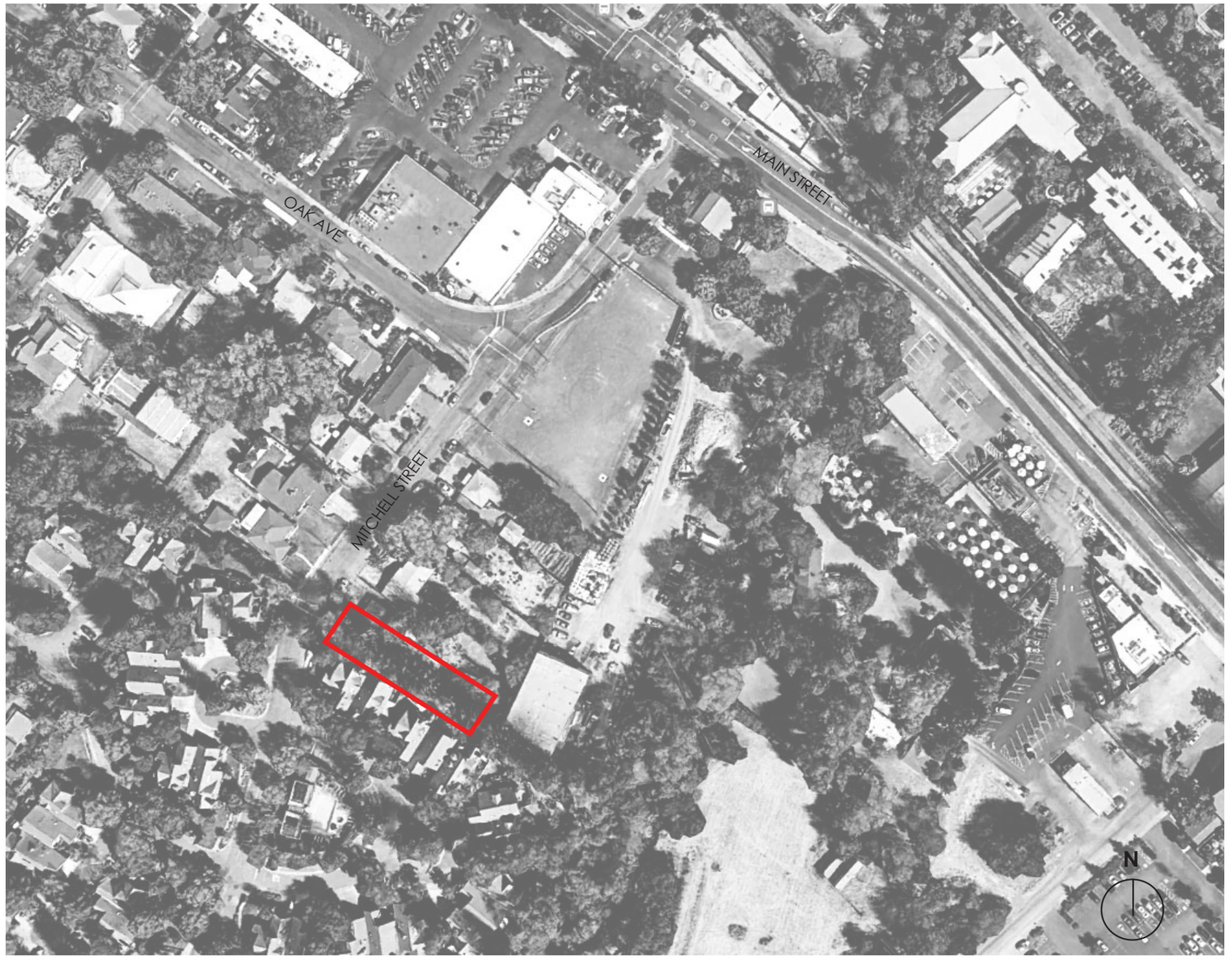





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THE OFF SITE AFFORDABLE HOUSING LAND TO BE DONATED, IS LOCATED AT 1341 MITCHELL DRIVE, ST. HELENA, CA.






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LOOKING WEST FROM REAR CORNER OF SITE



LOOKING SOUTH ON ADAMS TOWARD SITE



LOOKING EAST ON ADAMS TOWARD SITE



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VIEW OF MOUNT ST. HELENA LOOKING NORTH



VIEW OF NAPA VALLEY LOOKING SOUTH



VIEW OF ST. HELENA LOOKING WEST

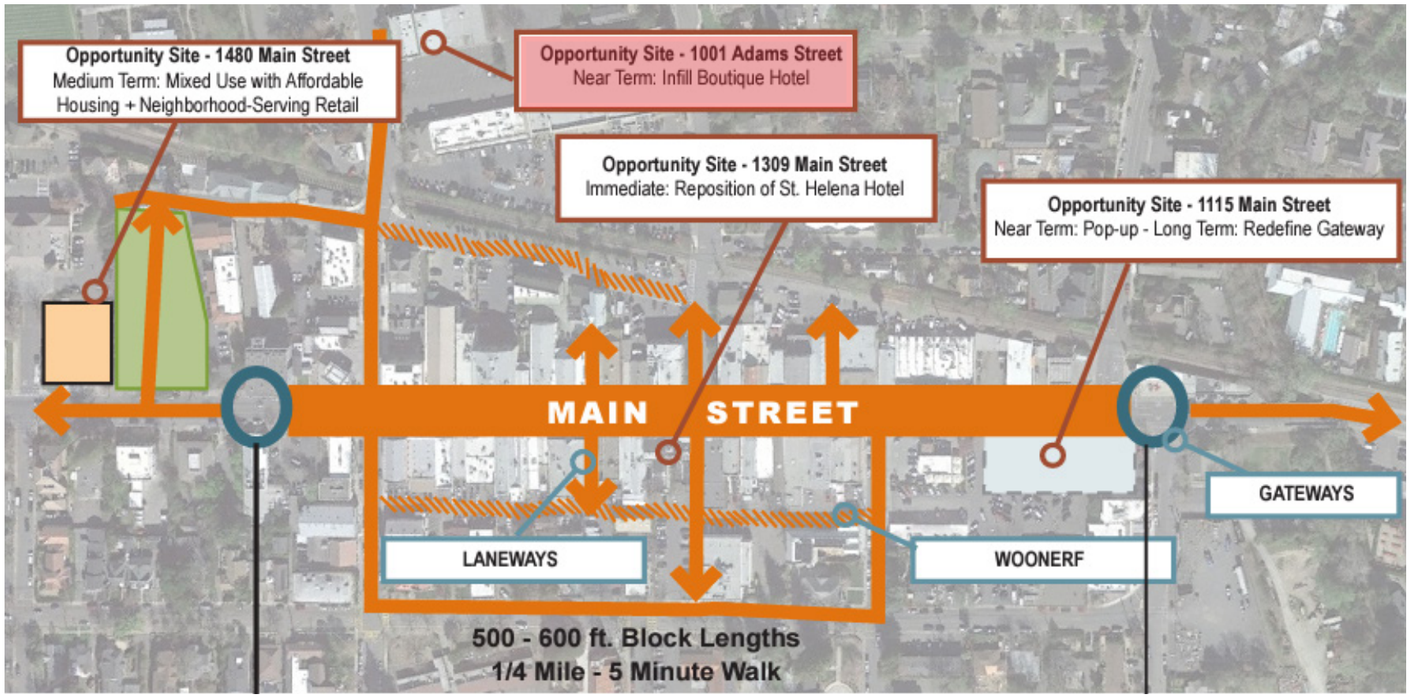
ADAMS ST. HOTEL & RESIDENCES

VIEWS FROM THE SITE - CAMERA POSITION: +26' ABOVE PAVING

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THE COMMUNITY REVITALIZATION STUDY TECHNICAL ASSISTANCE PANEL REPORT (ULI MARCH 13-14,2023) IDENTIFIED FOUR OPPORTUNITY SITES FOR NEW DEVELOPMENT. EACH SITE HAS A DIFFERENT PROPOSED USE TO REVITALIZE THE DOWNTOWN NETWORK OF ST. HELENA. THE PROJECT SITE WAS IDENTIFIED AS A NEAR TERM BOUTIQUE HOTEL.

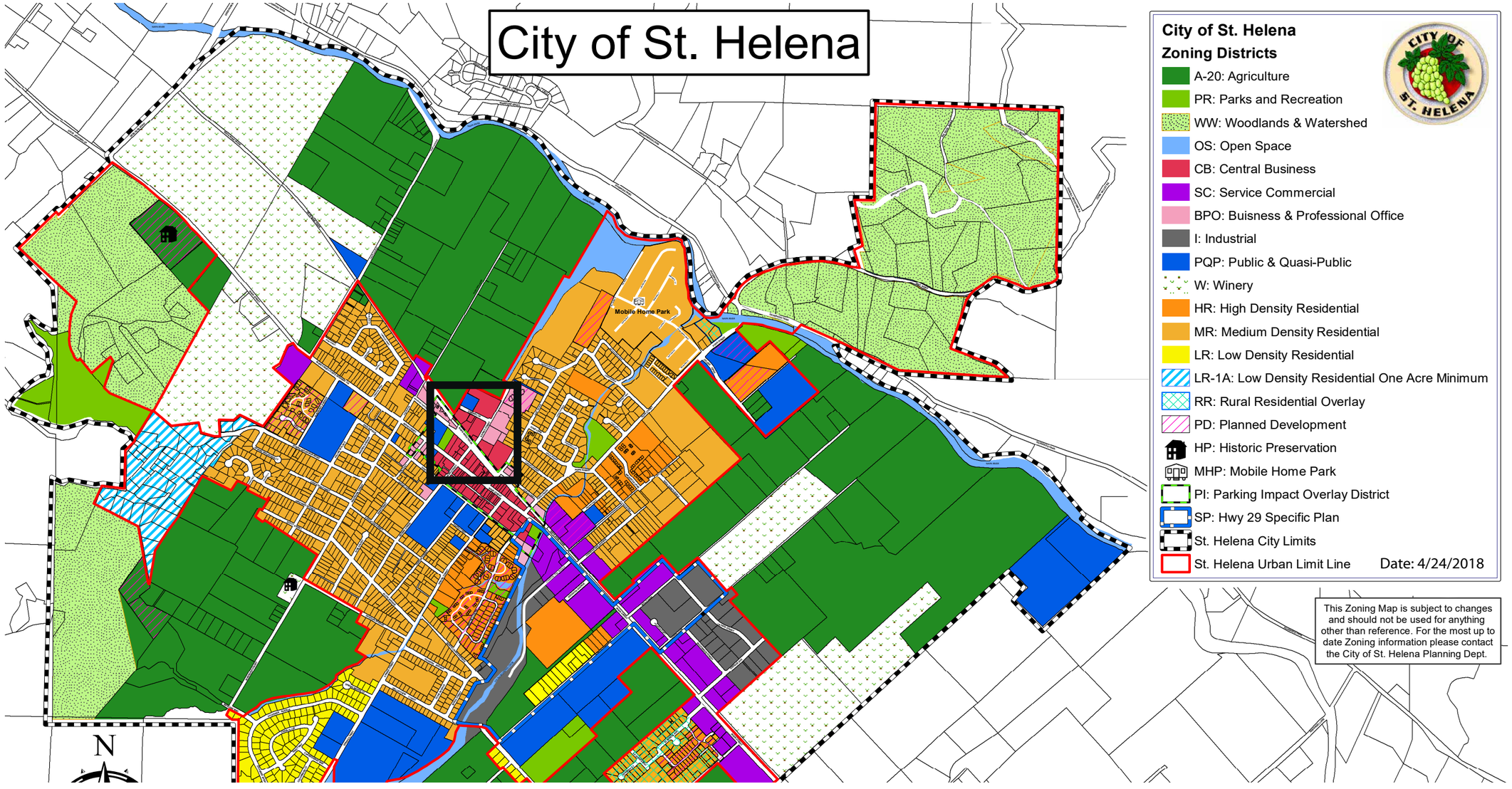



SOURCE: URBAN LAND INSTITUTE



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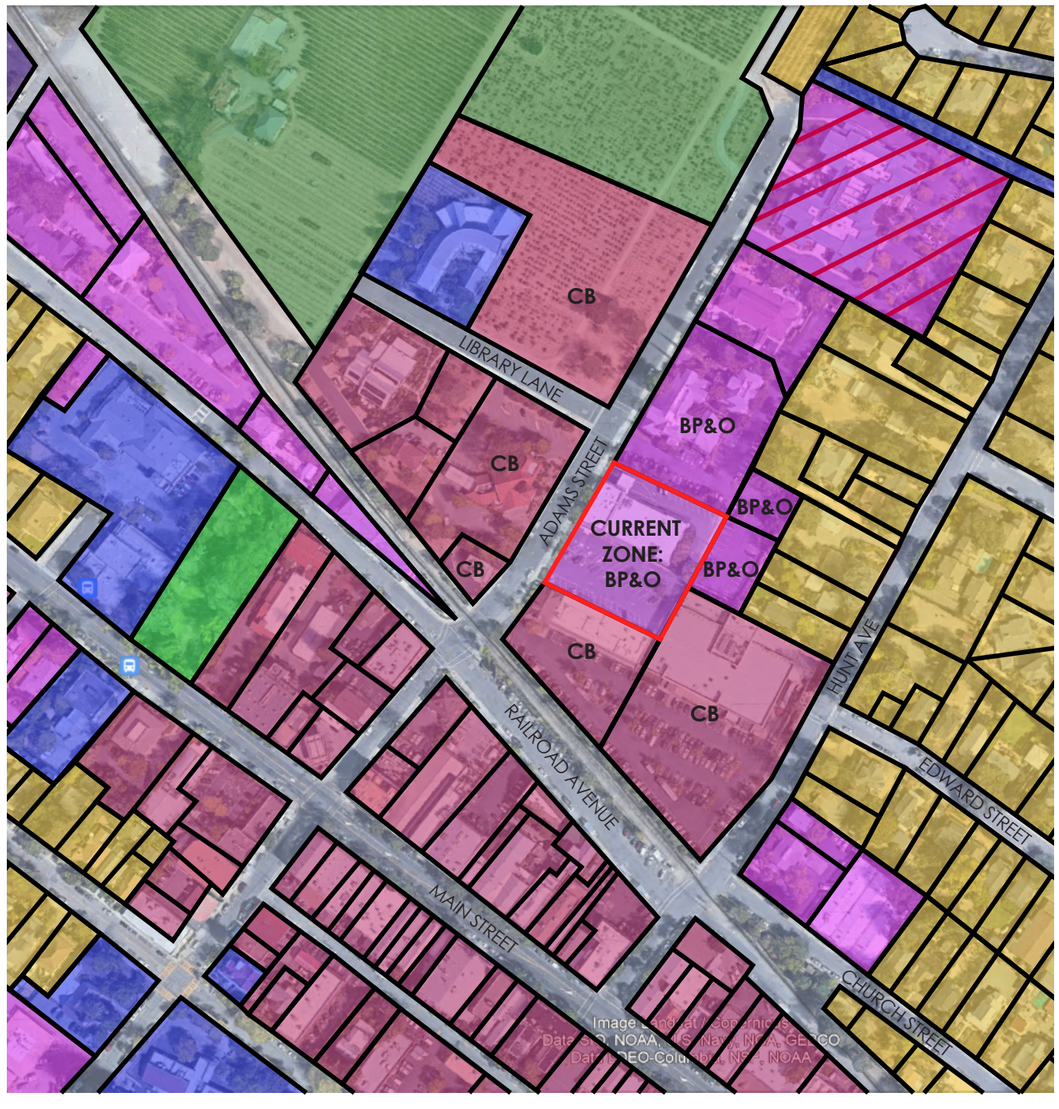



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CURRENT ZONING MAP

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CONNECTION TO MAIN STREET

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# VISION FOR THE ADAMS ST. HOTEL & RESIDENCES

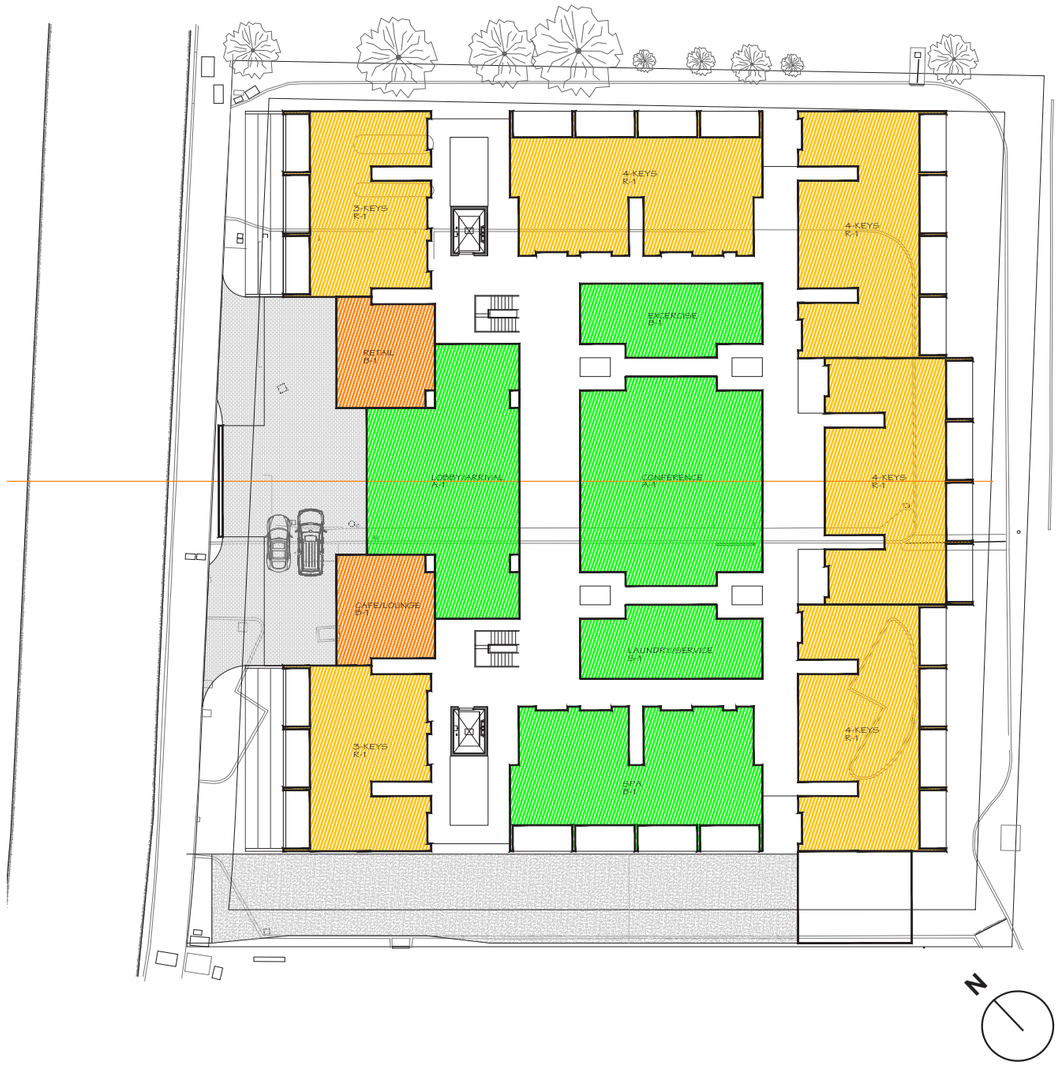
A LUXURY BOUTIQUE HOTEL & RESIDENCES DESIGNED WITH A CONTEMPORARY ARCHITECTURE THAT PROVIDES A RANGE OF SUITES, CONDOMINIUMS, AND AMENITIES SUCH AS: A ROOFTOP RESTAURANT WITH A VIEW OF MT ST. HELENA, A SPA, A FITNESS CENTER, A CONFERENCE ROOM, & RETAIL, LOCATED IN THE HEART OF ST. HELENA


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## THE PROJECT PROVIDES MANY COMMUNITY BENEFITS, SUCH AS BUT NOT LIMITED TO:

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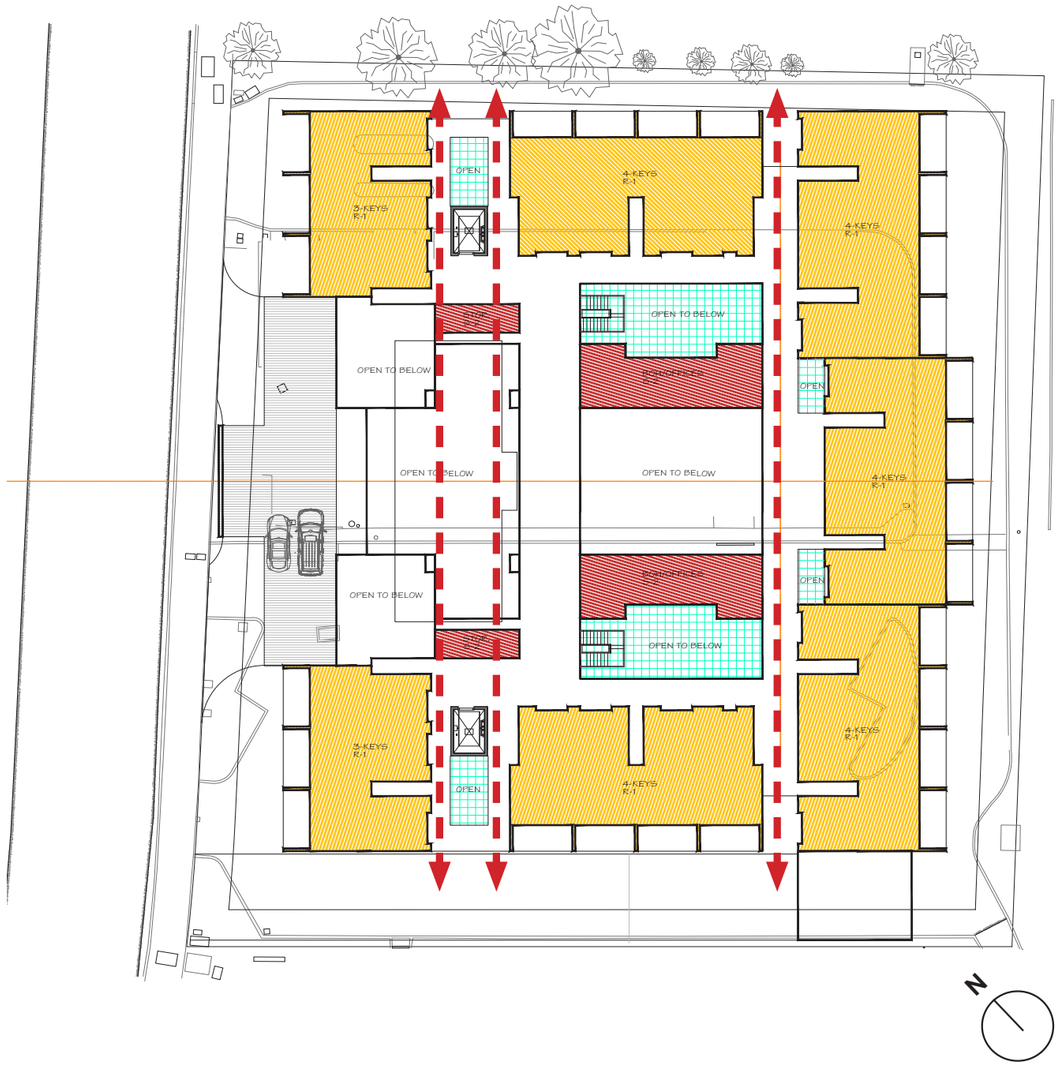

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| First Floor<br>21145 sqft (conditioned) | | |
|---|---|---|
| | Lobby/Arrival | 2,364 |
| | | |
| | Retail | 746 |
| | | |
| | Café/Lounge | 746 |
| | | |
| | Gym | 875 |
| | | |
| | Conference | 2,539 |
| | | |
| | Laundry/Service | 875 |
| | | |
| | Spa | 2,000 |
| | | |
| | (22) Guestrooms | 11,000 |

| | Unconditioned | |
|---|---|---|
| | (22) Patios | 990 |
| | | |
| | Walkways | 7,975 |
| | | |
| | Elevators | 260 |
| | | |
| | Stairs | 230 |


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| Second Floor<br>14832 sqft (conditioned) | | |
|---|---|---|
| | Administration/BOH | 1,482 |
| | | |
| | Storage | 350 |
| | | |
| | (26) Guestrooms | 13,000 |

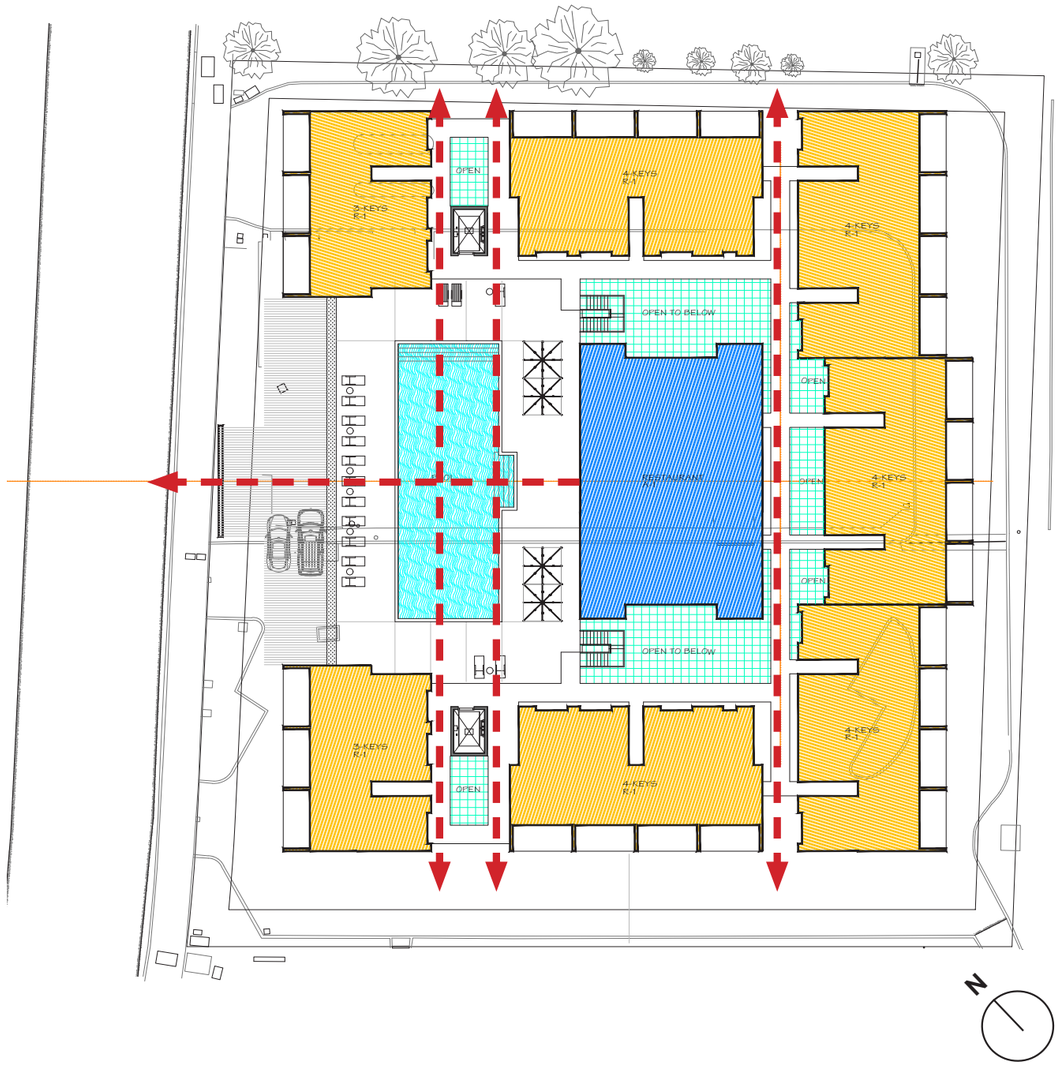
| | Unconditioned | |
|---|---|---|
| | (26) Patios | 1,170 |
| | | |
| | Walkways | 7,083 |
| | | |
| | Elevators | 260 |
| | | |
| | Stairs | 230 |
| | | |
| | Light Well | |

VIEW CORRIDORS



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| Third Floor<br>16386 sqft (conditioned) | | |
|---|---|---|
| | Restaurant | 3,386 |
| | | |
| | (26) Guestrooms | 13,000 |

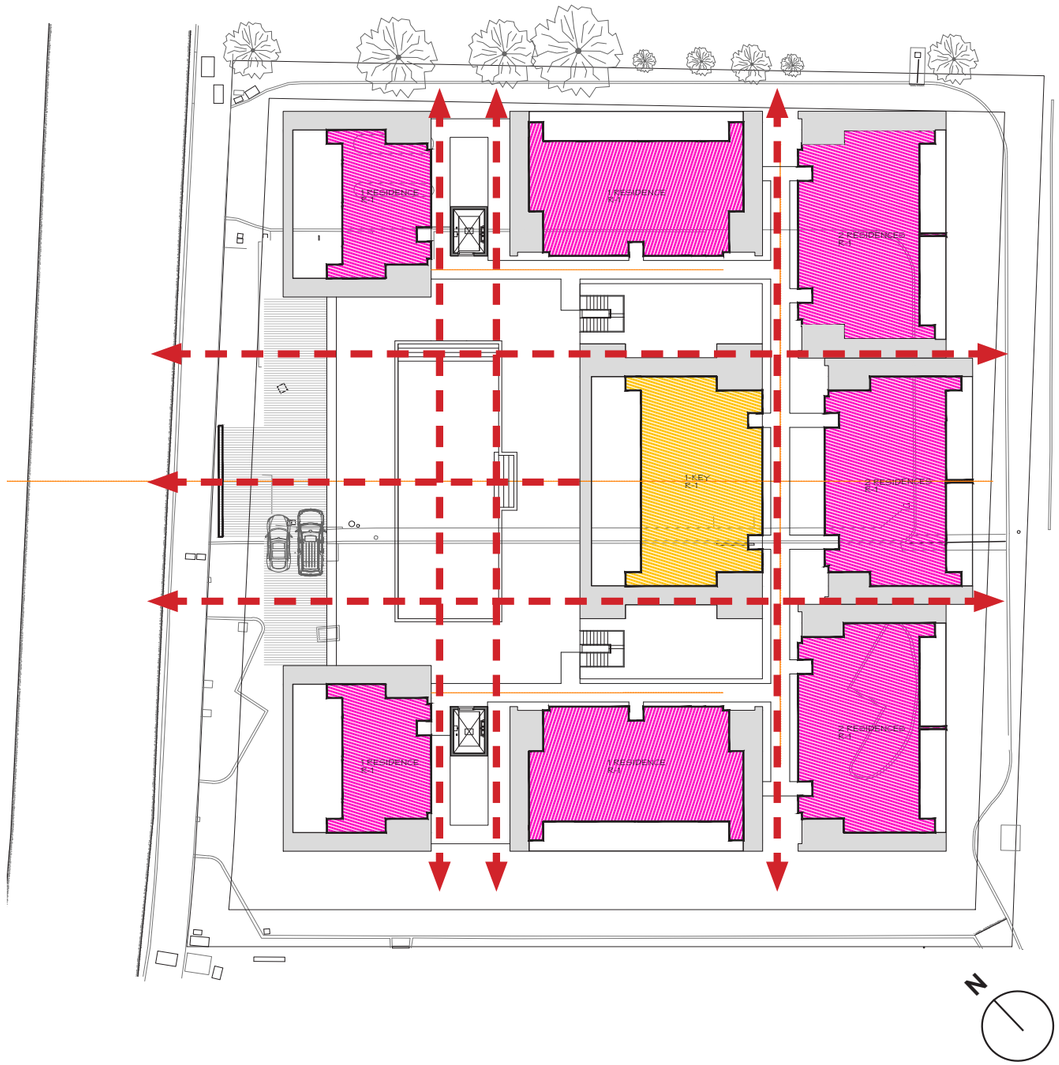
| | Unconditioned | |
|---|---|---|
| | (26) Patios | 1,170 |
| | | |
| | Pool Deck | 6,723 |
| | | |
| | Walkways | 3,668 |
| | | |
| | Elevators | 260 |
| | | |
| | Stairs | 230 |
| | | |
| | Light Well | |

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| Fourth Floor<br>14500 sqft (conditioned) | | |
|---|---|---|
| | (1) Primium Suite | 1,754 |
| | | |
| | (6) 2-Story Residence (1st floor) | 7,494 |
| | | |
| | (2) 2 BD/2 BA Residence | 3,480 |
| | | |
| | (2) Premium View Residences | 1,772 |

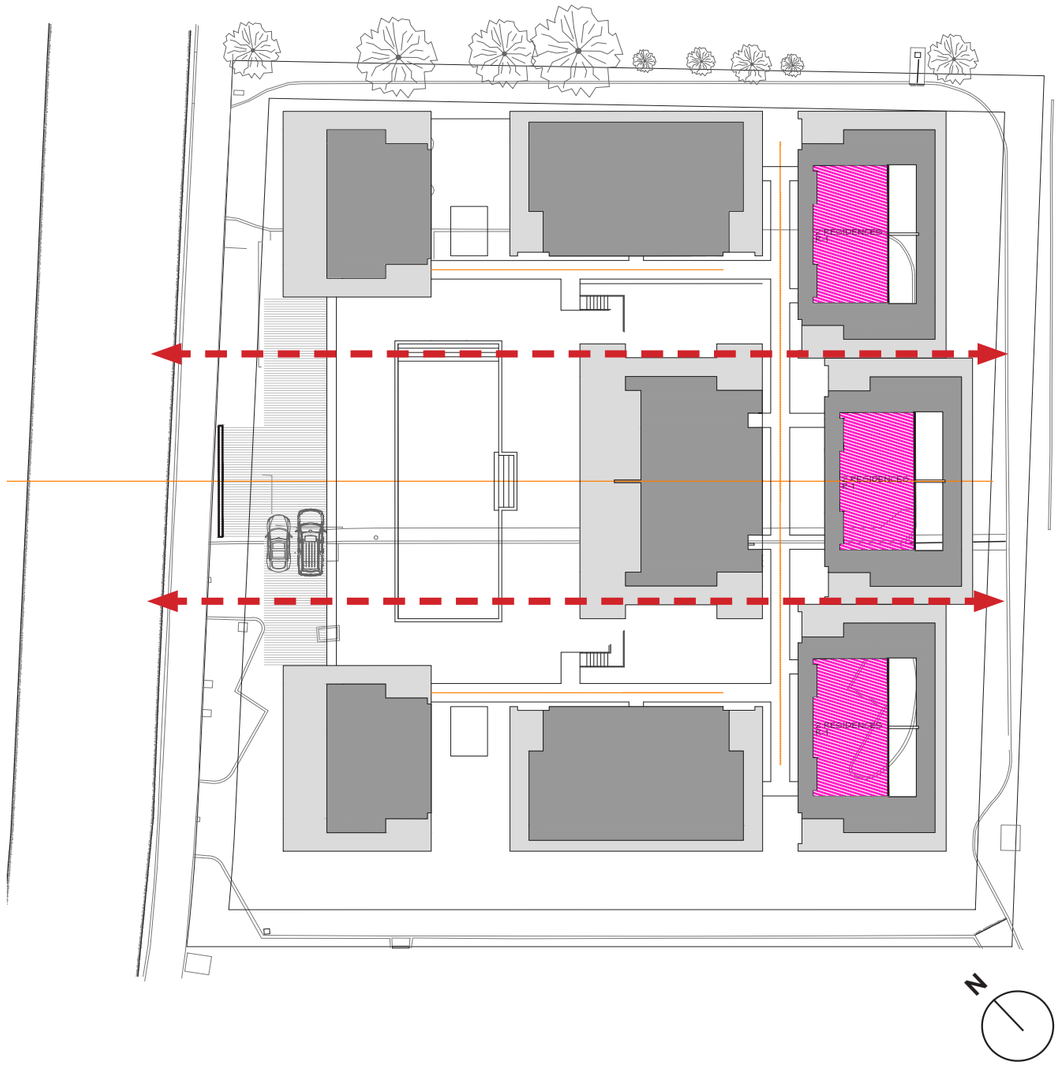
| | Unconditioned | |
|---|---|---|
| | (1) Patio | 503 |
| | | |
| | (10) Rooftop Patios | 2,862 |
| | | |
| | Walkways | 2,270 |
| | | |
| | Elevators | 260 |
| | | |
| | Stairs | 230 |

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| Fifth Floor<br>2200 sqft (conditioned) | | |
|---|---|---|
| | 2-Story Residence (2nd floor) | 2,200 |

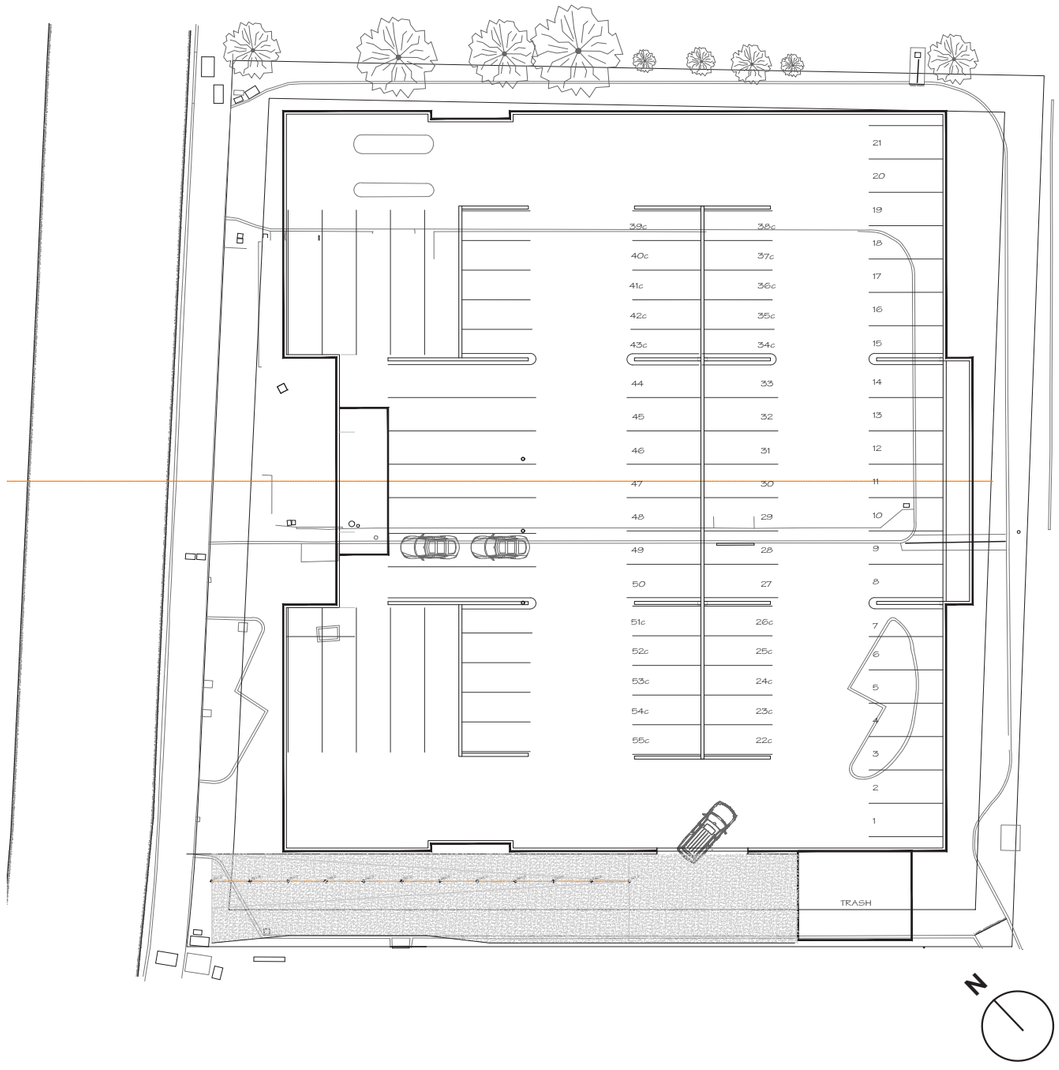
| | Unconditioned | |
|---|---|---|
| | Patio | 1,170 |
| | | |
| | Walkways | N/A |
| | | |
| | Elevators | N/A |
| | | |
| | Stairs | N/A |

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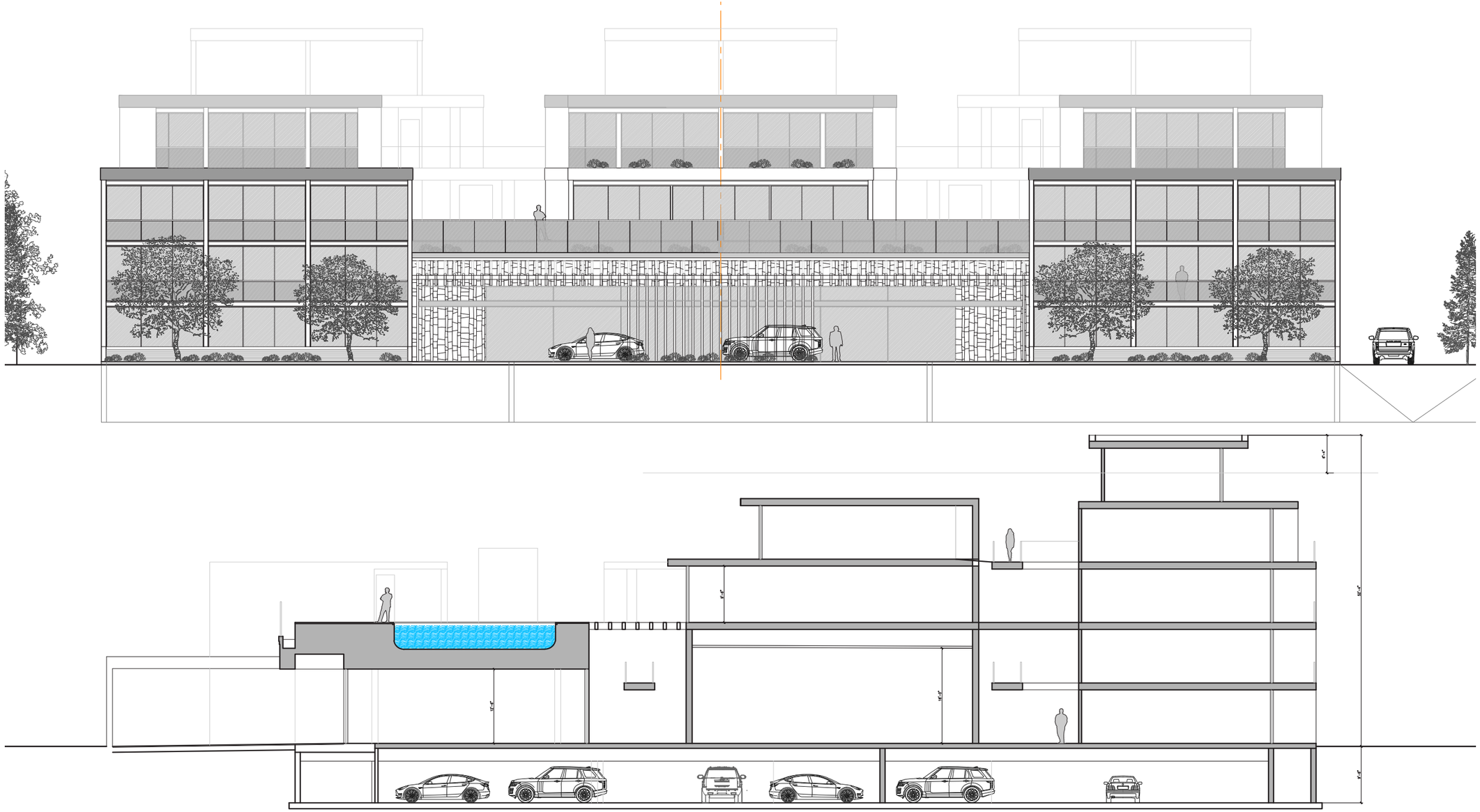

| | Basement | |
|---|---|---|
| | **33,186 sqft (un-conditioned)** | |
| | Total Parking Spaces | 97spcs |
| | 20 Compact | |
| | 31 Standard | |
| | 17 Standard Tandem | |
| | | |
| | 20/97=20.6% Compact (30% allowed) | |
| | All Parking to be On Site Valet | |

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BASEMENT FLOOR PLAN & SQUARE FEET

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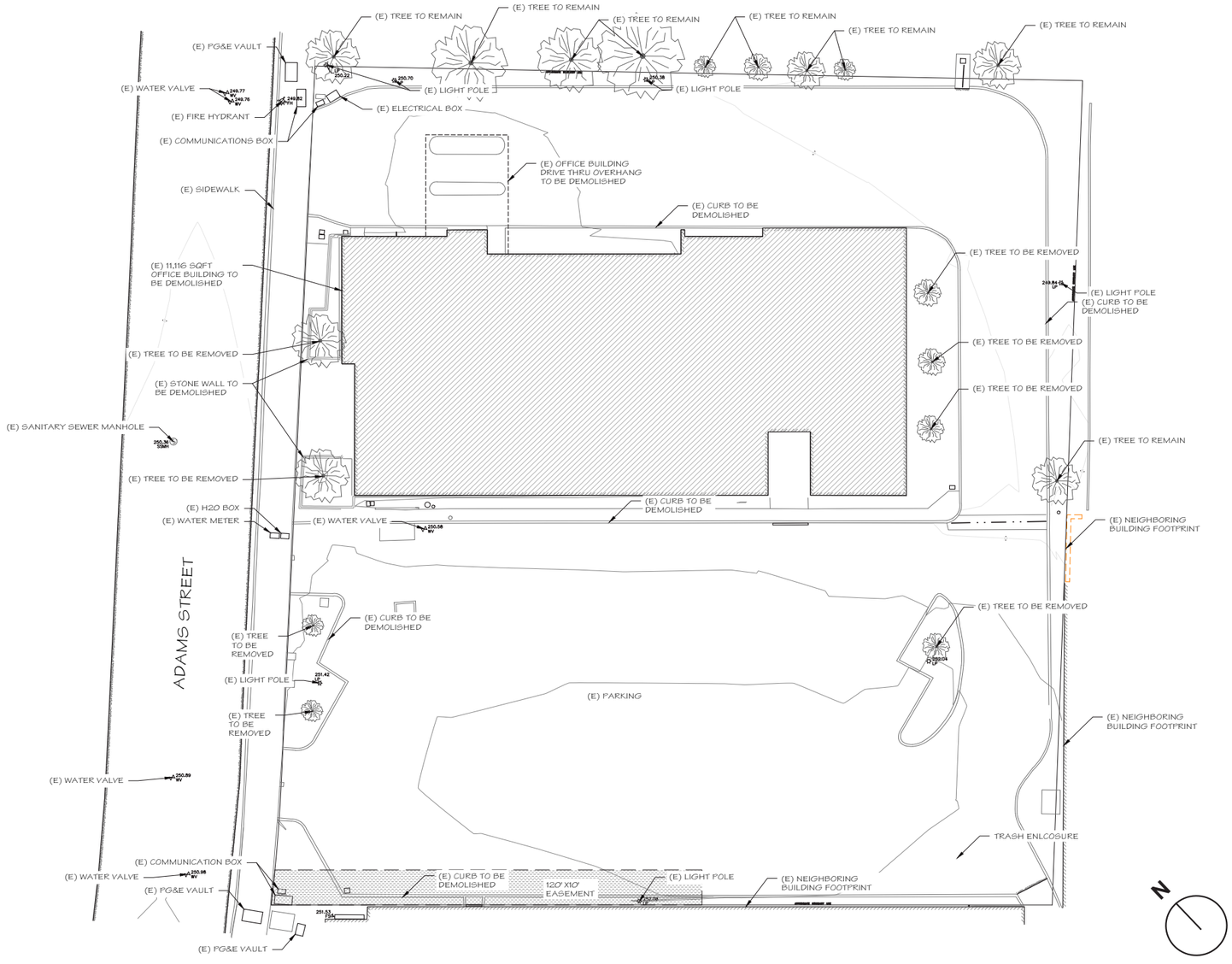


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ELEVATION & SECTION

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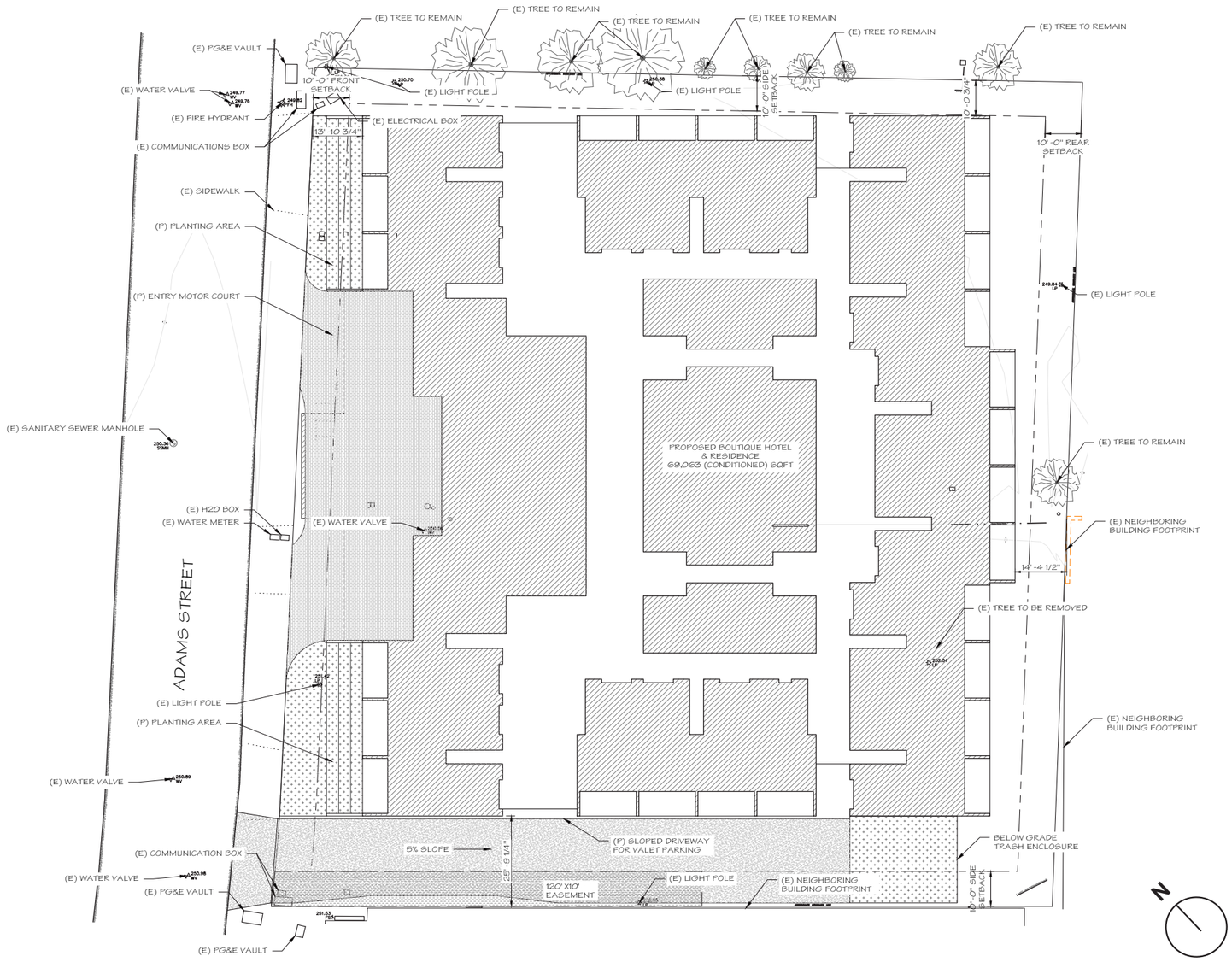
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PROPOSED SITE PLAN

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RENDERED VIEW LOOKING NORTHEAST FROM MAIN & ADAMS

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ADAMS ST. HOTEL & RESIDENCES

RENDERED VIEW FROM INSIDE THE RESTAURANT LOOKING NORTH

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ADAMS ST. HOTEL & RESIDENCES

RENDERED VIEW FROM INSIDE THE RESTAURANT LOOKING NORTH

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APPLICANT:
**Trust of Antonio and Rita Castellucci**

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ULI San Francisco




# Technical Assistance Panel

St. Helena, California
March 13-14, 2023

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*Cover Image: Downtown St. Helena Main Street* [A]
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## About ULI

The Urban Land Institute (ULI) is a global, member-driven organization comprising more than 45,000 real estate and land use professionals dedicated to advancing ULI's mission of shaping the future of the built environment for transformative impact in communities worldwide.

ULI's interdisciplinary membership of professionals from private enterprise and the public sector representing all aspects of the industry, including developers, property owners, investors, architects, urban planners, public officials, real estate brokers, appraisers, attorneys, engineers, financiers, and academics. Established in 1936, ULI has a presence in the Americas, Europe, and Asia Pacific regions, including over 2,100 members in ULI San Francisco (sf.uli.org).

## About ULI TAPs

The ULI San Francisco Technical Assistance Panel (TAP) program is an extension of the national ULI Advisory Services program. ULI's advisory services panels provide strategic advice to clients (public agencies, nonprofit organizations, or nonprofit developers) on complex land use and real estate development issues. The program links clients to the knowledge and experience of ULI and its membership.

Since 1947, ULI has harnessed the technical expertise of its members to help communities solve difficult land use, development, and redevelopment challenges. Since 1982, ULI San Francisco has adapted this model for use at the local level, delivering 51 TAPs.

TAPs include extensive preliminary briefings followed by an intensive two-day, in-person working session in the client's community. A detailed briefing package and guided discussion are provided by the client to each TAP panelist in advance of each working session. In these sessions, ULI's expert panelists tour the study area, interview stakeholders, and address a set of questions proposed by the client about a specific development issue or policy barrier within a defined geographic area. The product of these sessions is a final presentation and report, which presents highlights of the panel's responses to the client's questions, as well as a diverse set of ideas and suggestions. Learn more at: sf.uli.org/get-involved/technical-assistance-panels.

## St. Helena Technical Assistance Panel

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- Jane Lin, AIA, Founding Partner, Urban Field Studio

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*Panelists during work sessions.*

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- Maya DeRosa, Community Development Director

**Public Officials Engaged**

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- Eric Hall, Vice Mayor
- Anna Chouteau, Council member
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- Billy Summers, Council member
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**Site Tour Guides**

- Aaron Hecock, Senior Planner
- Stephanie Smithers, St. Helena Chamber of Commerce




*Panelists, city staff, and ULI staff on the site tour.*

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## Executive Summary and Key Takeaways

The City of St. Helena engaged ULI San Francisco to convene a Technical Assistance Panel (TAP) of multidisciplinary experts from around the Bay Area to advise on the revitalization of the city's downtown. The city provided four questions to the panel about the town's identity, placemaking opportunities, and the development of a decision-making framework to support economic growth. The questions were as follows:

1. *What are downtown St. Helena's strengths, weaknesses, opportunities and threats (SWOT analysis) that should be incorporated into placemaking?*
2. *What should St. Helena's distinctive brand be? How should St. Helena differentiate itself as a distinctive destination city in the wine country region?*
3. *How can the placemaking effort interact with the city's current plan and land use regulations?*
4. *What is a potential decision-making framework that can guide city officials in implementing the placemaking, place-branding and urban design perspectives? How can existing city tools and measures be leveraged, modified, or updated to support implementation?*

The two-day workshop included a day of exploration in St. Helena's historic downtown, as well as interviews with key stakeholders, both of which provided background on the city's business environment, community sentiment, past planning efforts, and institutional challenges impeding progress. The panelists spent the remaining time discussing potential solutions and forming recommendations that were presented at the end of the workshop.

The problem the panel considered was how could Downtown St. Helena re-energize its economy to be more vital, better serve locals and tourists, and develop a unique place brand within the regional competitive context.

St. Helena has extraordinary character and wealth of resources, but is currently performing below its full potential. The panelists applied their diverse professional expertise to analyze the opportunities and constraints facing the city and to identify a set of strategies and recommendations for St. Helena to accomplish its goals.



*Image of Main Street today* [c]



*Panelist sketch of a reimagined Main Street.*

***First, the panel looked at St. Helena's identity within the Napa Valley region and as perceived by its own residents.*** The panel observed that St. Helena's existing brand identity is not fully aligned with the authentic identity as recognized and lived by the community. The panel recommends that the city work directly with members of the community to define who they are as a collective, what they want to be in the future, and how to best share St. Helena's unique culture and historic roots with the rest of the world. See 'Identity' for more (page 18).

## KEY TAKEAWAY: Build the Brand Together

- Ensure St. Helena's brand is an authentic representation of its distinctive character and the diversity of the community.
- Recognize a user experience that is good for residents is good for visitors.
- Support culture-building events that celebrate local arts and encourage inclusivity.
- Engage residents to collectively participate in St. Helena's vision setting for the future.

***Second, the panel discussed the power of placemaking to transform Main Street and the greater downtown district.*** The panel observed that there is more to St. Helena's downtown than just a "Main Street" and suggested that future improvements should build toward creating a legible, connected network of streets with an emphasis on generating a pedestrian fabric of interconnected spaces, destinations, and "discovery ways." This concept relies on celebrating connectivity through laneways to parallel streets and rethinking the proposed Main Street sidewalk project to be more focused as a public realm development project; providing more space for social interaction, circulation, and visible economic activity in the public realm; and generating improved brand vitality along with a unique guest experience.




The panelists also considered the balance of land uses throughout the district and recommended catalytic development concepts to be undertaken on readily available opportunity sites that would add vibrancy and serve the needs of St. Helena's residents and visitors alike. See 'Placemaking' for more (page 22).

## KEY TAKEAWAY: More than just Main Street

- Place the existing sidewalk improvement project on hold and reimagine Main Street.
  - ⟶ Allocate more space to pedestrians.
  - ⟶ Explore the implementation of a flexible zone in the parking lane.
  - ⟶ Revisit the Vine Trail bike route to potentially go down Main Street.
- Think beyond Main Street, and consider the entire downtown network of streets.
  - ⟶ Reconsider the closure and pedestrianization of Hunt Avenue.
  - ⟶ Activate parallel streets, alleys, and laneways with simple, low-cost strategies.
- Strategically develop key opportunity sites to increase the vitality of St. Helena's downtown and expand the following land uses:
  - ⟶ New boutique hotels
  - ⟶ Mixed use and affordable housing
  - ⟶ Creative pop-up partnerships

***Third, the panel considered the economic strategy that could yield the greatest success in revitalizing the city's downtown.*** The panelists noted that far more projects exist than the city has capacity to execute at this time. The lack of human resources and "bench depth" has created a perception, and reality, of inaction that has been detrimental to public trust in city leadership. The panelists observed, however, that there is an emerging political alignment and will to implement as much as possible of the existing plans. Using their experience from other cities, the panelists recommended tools to help the city make decisions about which downtown revitalization projects to prioritize and how to build long-term economic sustainability. See 'Decision Making' for more (page 36).

St. Helena is a town with a storied past, incredible setting, and many historic structures. However, it has resisted changes that would have been necessary to help it maintain its relevance and economic sustainability in the region. St. Helena's state of arrested development was highlighted by the region's post-pandemic recovery. The panel observed that with all its intrinsic assets, St. Helena can look forward to a more vibrant future if the community can forge a shared vision for what it should be and commit to enacting constructive improvements quickly and with momentum. The recommendations from this ULI TAP are, in essence, a guide to finding that "north star": a shared vision, along with the incremental steps needed to reach it.

### KEY TAKEAWAY: Any Action is Better than Inaction

- Establish a project evaluation process to determine which projects to pursue and prioritize.
- Separate projects into two categories for those that are "big deals" versus "small wonders."
  - ⟶ "Big deals" include large infrastructure improvements and opportunity site development
  - ⟶ "Small wonders" include public art, lighting, planters, temporary installations, etc.
- Develop a unified economic development strategy, and process tools to measure progress.
- Leverage existing funding sources that are under the city's control.
- Explore more complex financing strategies that require voter approval, only after demonstrating clear progress to the community.
- Take a red pen to the zoning code update to ensure that it supports the city's economic strategy and stated long-term goals.




*City landmarks—the St. Helena Hotel and the Culinary Institute of America.* [D]

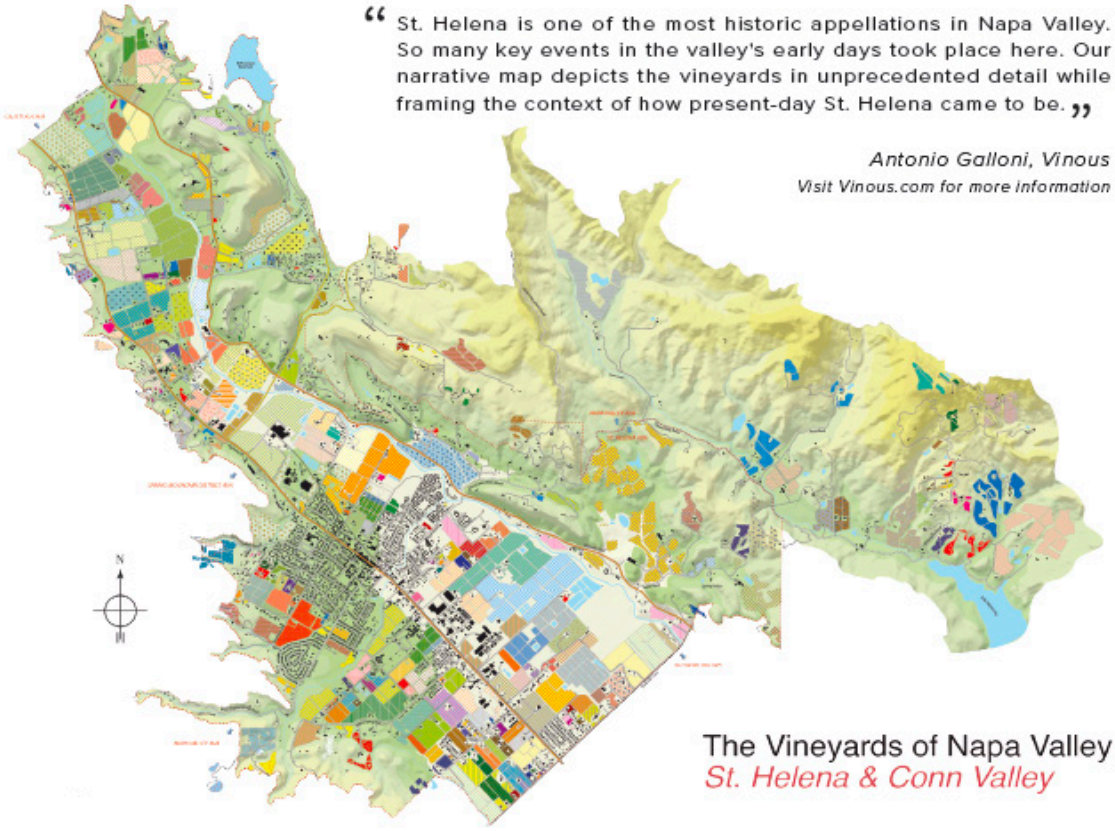
## Context

The City of St. Helena is one of several appellations within the world-renowned food and wine destination of the Napa Valley. With its historic small-town charm, boutique shopping, and numerous wineries, St. Helena attracts both local and international visitors. It is also the home of the prestigious Culinary Institute of America, numerous historically significant buildings, and a community of 5,386 residents.[1]

### History of the Site Area

The land around St. Helena was historically the home to the Wappo people, a Yukian-speaking group whose village was located where Sulphur Creek meets the Napa River. With initial development dating back to the mid-1800s, the City of St. Helena was incorporated in 1876 and reincorporated in 1889.[2]

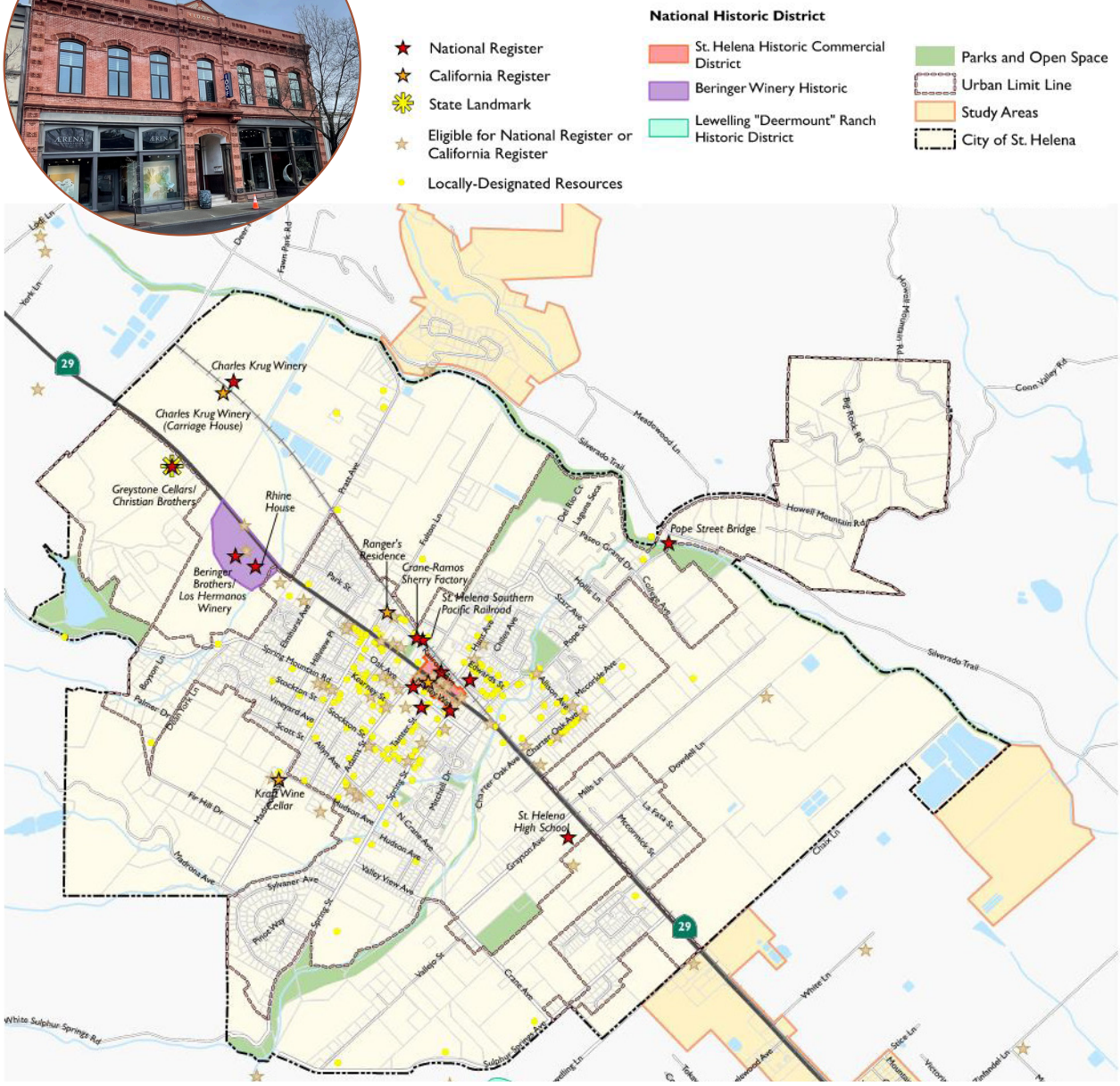
At the center of the growing California wine industry, St. Helena's Main Street became a vibrant commercial core to support the expansive agricultural operations of the surrounding vineyards. Many of these buildings, constructed in the late 19th century, still exist today and define the historic character for which St. Helena is known. Three blocks of St. Helena's downtown district, around Main Street, were placed on the National Register of Historic Places and were designated a Historic Commercial District in 1998.[3] A number of unique historic buildings are individually registered as well, and many of the single-family neighborhoods surrounding the downtown have maintained their original architectural styles.




*Map of the Napa Valley appellations and vineyards.* [E]



*Site tour image of one of St. Helena's signature historic buildings on Main Street.*

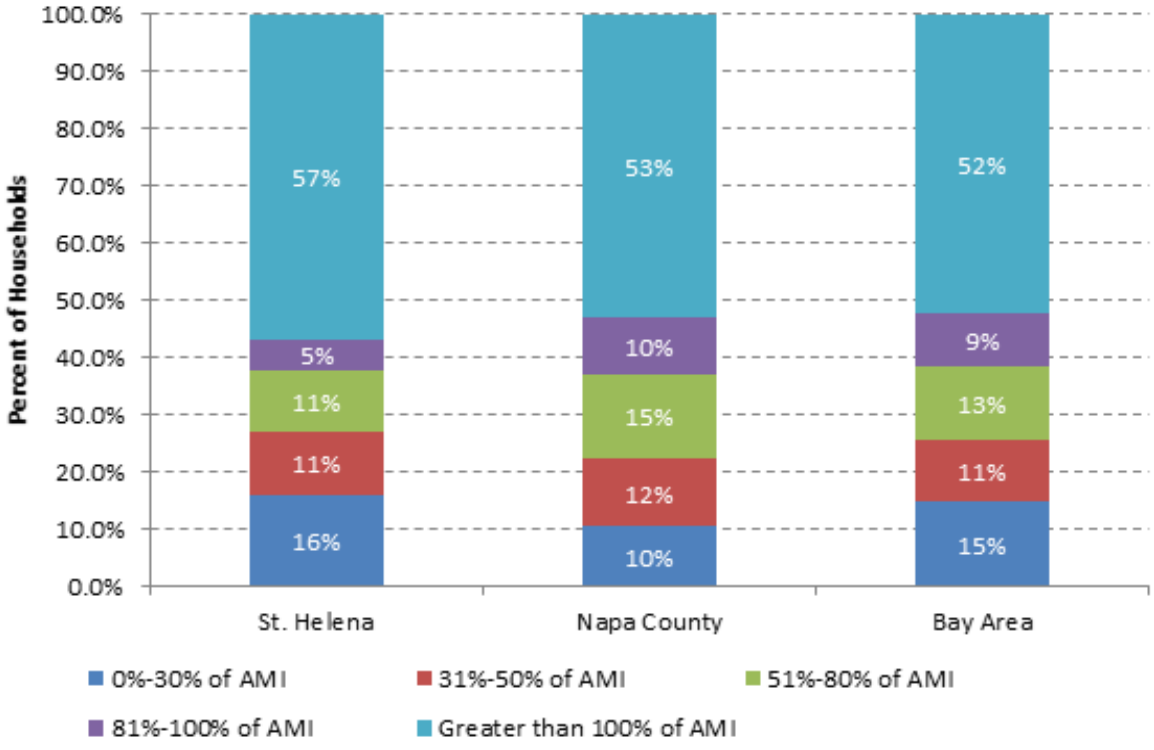



*City of St. Helena Historic Resources (excerpt from General Plan Update).* [F]

### Demographics and Economics

St. Helena's population growth has slowed over the past couple of decades as the proportion of younger families has declined and home prices have increased. The majority of the resident community makes more than the area median income (AMI),[4] is middle-aged, and lives in single-family homes that are more often owned than rented.[5] These demographic trends suggest that St. Helena's housing market has grown stagnant compared with the market in some of the neighboring Valley towns and Napa itself, the impacts of which are felt most strongly by younger families, lower-wage earners, and renters of all ages.

At the same time, St. Helena has seen a lack of significant growth in the commercial sector. While the city continues to have a robust retail market, with an estimated $48,000 in retail sales per capita per year—more than double that of both Calistoga and Napa[6]—it has also developed a reputation for being anti-growth when it comes to new development, and particularly with regard to new hotels. This sentiment, born of residents' opposition, has been reflected in the city's policies and priorities to date. Both of these slowing growth patterns have placed St. Helena out of sync with its neighboring towns and competitors. Calistoga, for example, has recently opened several new hotels; Yountville continues to make a name for itself with world-class dining; and Napa has made significant investments in its downtown.



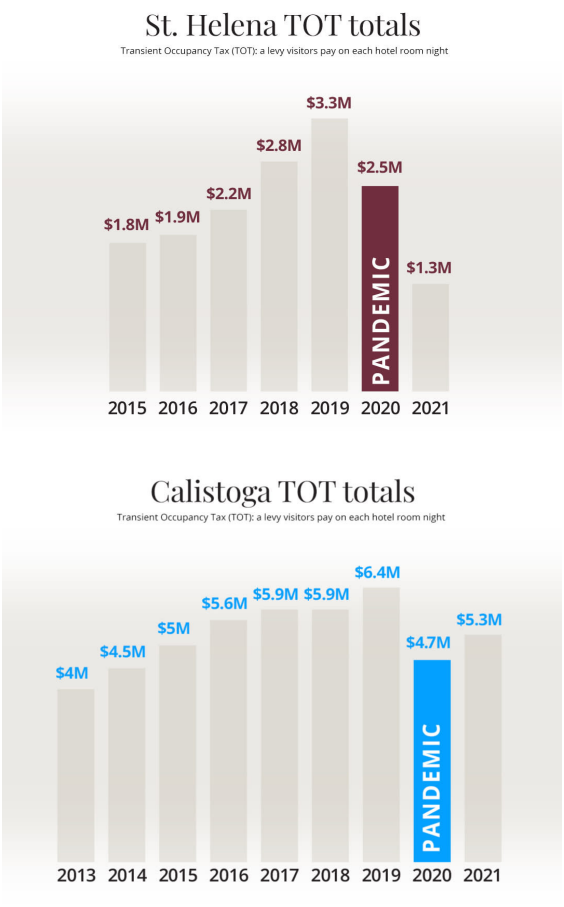

*Households by household income level, based on AMI.* [G]

### Summary of Stated Challenges

The city recognizes that these trends will continue to negatively affect St. Helena's long-term fiscal health and the vitality of its downtown. As it continues to recover from COVID-19, the city needs to develop new sources of funding to address some of the outstanding issues that its residents and visitors are facing.

Many of St. Helena's challenges are related to the physical environment and the lack of any recent investment in the public realm. The sidewalk disrepair on Main Street is an ongoing problem with legal implications; there is a perception that downtown has a parking problem; and the existing public open space is underused and insufficient as far as providing a permanent place for the community to gather. Along the heavily retail-dominated Main Street, stores close early, contributing to a lack of activation and vitality in the evenings.

Numerous planning efforts over the past several years, as well as those currently underway, have attempted to address these challenges.




*TOT income comparison between St. Helena and Calistoga.* [H]




*Site photo showing disrepair of sidewalks (top) and vacant storefront (bottom) on Main Street.*

### Overview of Planning Efforts

The General Plan was adopted in 2019 to provide a blueprint for future growth, and the city is currently undergoing a Comprehensive Zoning Code Update. The effort has involved input from stakeholders, with a draft issued for public review last fall and anticipated adoption in the fall of 2023.[7]

In addition, the city underwent a visioning and placemaking effort in 2019 called “Cultivate St. Helena”.[8]

A key component of this endeavor was the Downtown Streetscape Plan, which focused on the repair and replacement of the damaged Main Street sidewalks. Specific studies have also been conducted to consider the expansion of the Vine Trail and the potential redevelopment of certain city-owned properties.

In spite of these varied planning efforts, there continues to be a lack of a unified plan for the revitalization of downtown St. Helena as a whole.




*“Cultivate St. Helena” planning process infographic and preferred plan for Main Street.* [1]

## TAP Assignment and Process

This ULI TAP was convened to assist the City of St. Helena with the challenges it is facing and provide input on branding, placemaking, fiscal strengthening, and decision-making strategies that will support necessary reinvestment in the city's downtown.

The panel was composed of real estate professionals with expertise in urban design, development, the public sector, and finance. As background, the panelists were provided with a comprehensive briefing booklet to inform and assist with addressing the following questions asked by the city:

1. ***What are downtown St. Helena's strengths, weaknesses, opportunities and threats (SWOT analysis) that should be incorporated into placemaking?***
2. ***What should St. Helena's distinctive brand be? How should St. Helena differentiate itself as a distinctive destination city in the wine country region?***
3. ***How can the placemaking effort interact with the city's current plan and land use regulations?***
4. ***What is a potential decision-making framework that can guide city officials in implementing the placemaking, place-branding and urban design perspectives? How can existing city tools and measures be leveraged, modified, or updated to support implementation?***

The two-day workshop began with a briefing by the City Manager and Community Development Director, followed by a tour of St. Helena's downtown with city staff and a representative from the Chamber of Commerce. The tour highlighted key opportunity sites in and around downtown, and provided the panelists with firsthand experience of walking St. Helena's historic Main Street to gain a better understanding of its condition and feel.

For the remainder of the first morning, the panelists paired up to interview a number of key stakeholders from the city and community. The insight gained from the interviews fed directly into a SWOT analysis exercise to assess St. Helena's strengths, weaknesses, opportunities, and threats. This discussion established the framework upon which the panelists would formulate responses to the questions.

The second day of the workshop was dedicated to further refinement and synthesis of the panelists' responses, as each drew from their own professional experience, to provide a comprehensive set of recommendations. At the conclusion of the second day, the panelists presented their findings to a group that included the Mayor, Vice Mayor, Council members, city staff, and the stakeholders who had been interviewed the previous day.






*City briefing presentation.*














*The panelists on the site tour and in work sessions.*

## Stakeholder Input

To better understand the political, business, and social context of downtown St. Helena, the TAP panelists conducted interviews in small breakout rooms with key stakeholders invited by city staff. The full list of stakeholder participants can be found here.

The participants in these conversations ranged from members of the local business community to elected officials and represented a range of backgrounds with unique insights on land use, the public realm, user experience, and the city's implementation process. Across all interviews, some common themes emerged:

**History and Authenticity**
Among the stakeholders, and particularly those who call St. Helena home, pride in its history and its role as "the birthplace of wine country" was evident. Due in part to the preservation of Main Street's historic buildings, there is a sentiment that St. Helena has an authenticity and richness of character that might be lacking in some of its newer, neighboring towns throughout Napa Valley. Past community engagement efforts revealed that the town's historic character, or "brand," was something that the majority of residents agreed upon, along with a desire to recognize the agricultural tradition that continues today.




*Site tour image of historic building plaque.*

While historic character is a critical aspect of St. Helena's identity, some stakeholders also shared that the historic designation on Main Street can present additional hurdles to implementation and change.

**Institutional Stagnation**
Regardless of the sector they represented, the vast majority of stakeholders interviewed spoke to the feeling that St. Helena, and its downtown in particular, had become stagnant, with buildings that appear tired and a lack of any new energy. Several stakeholders voiced concerns that St. Helena is missing out on opportunities and could fall too far behind neighboring towns in the Napa Valley region. They expressed concerns regarding limits to the valley's shared resources and capacity for growth.

The city has struggled with staff retention over the years and seen a loss of permanent positions in public-serving departments, such as maintenance. Frustration is growing at the lack of tangible progress despite many past planning efforts, as well as concern that the city is unable to get things done or partner with those who can.


TRAVEL INSPIRATION > FOOD + DRINK By J'nai Gaither • March 14, 2023

Napa Valley's Most Exciting New Hotels, Restaurants, and Tastings

*Napa Valley has long been known for great food and drink, but several new offerings elevate this California wine region even higher.*

*Article describing new hotels and restaurants around Napa Valley in neighboring cities such as Downtown Napa and Calistoga.* [J]

**Engaged Community and Entrepreneurs**

In spite of these challenges, a number of the stakeholders interviewed represented St. Helena's engaged citizenry and proactive local entrepreneurs. These community members demonstrated a clear commitment to continued investment and were confident about the capacity of the market to support new development, including at least 150 new hotel rooms.

The community members are educated and engaged in the future of St. Helena. A vocal subset of longtime residents continues to oppose growth of any kind, but another stakeholder suggested that they have begun to see a shift—with the majority of St. Helena's residents now acknowledging that something needs to be done to revitalize downtown.

**Visitors or Residents**

While it is encouraging that a growing portion of the community may be ready to see some type of change, many of the conversations alluded to, or directly referenced, a tension between change that benefits the residents of St. Helena versus the visitors who come there. Hotels are the proposed land use that has the most support from the city, but hotels primarily serve visitors and have been contentious with the community due to that fact. Residents see a loss of community-serving businesses and a need for affordable housing, and they fear that new development will exacerbate existing disparities in investment.

Finding the balance between these two groups is an ongoing challenge for the city, as it continues to rely heavily on retail sales taxes generated through tourism, while also needing support from residents to enact real, long-lasting change.







*Site tour images of Orin Swift tasting room renovation (left) and Wydown Hotel at the north end of Main Street. (right).*

## SWOT Analysis: Strengths, Weaknesses, Opportunities, and Threats

Based on background information provided by the City, the site tour, stakeholder interviews, and independent research, the TAP panelists performed a SWOT analysis to summarize the strengths, weaknesses, opportunities, and threats facing St. Helena. This strategic planning exercise considers both internal and external factors, and lays the groundwork for the recommendations to come.

**Strengths**

St. Helena's biggest strengths come from its character-defining sense of place. It is known for its historic buildings, small-town charm, natural beauty, food, and wine. This is the basis of the strong business environment that exists here.

A number of local entrepreneurs are invested in and dedicated to St. Helena, with established successful businesses, access to capital, and an appetite for more. A handful of exciting projects are in the pipeline that promise to breathe new life into Main Street and keep the retail market strong.

St. Helena has an actively involved community, with good public participation throughout past planning efforts. Small-town neighborhood events are well executed and attended, bringing together this engaged, talented, and passionate citizenry.




*Rendering of the new restaurant 'NOMA House' under construction at the north end of Main Street.* [K]

**Weaknesses**

The most visible weakness of St. Helena is the poor condition of its public realm. Limited investment has allowed public spaces, such as Lyman Park, to fall into disrepair. Main Street struggles to function as both the center of town and as a highway. It is challenged by noise pollution, aging streetscape infrastructure, and the cost of upkeep. The public realm provides a weak pedestrian and bike network and lacks identifiable gathering space and clear gateways to downtown.

While some of these issues have been considered previously, past efforts have been disconnected and demonstrate a lack of clear vision. There has been an inability to secure funding and establish key partnerships to produce results; this is partially caused by the city's lack of institutional capacity and staffing. In addition, the anti-development sentiment present in the community has manifested as prescriptive and restrictive zoning that creates unnecessary hurdles for progress.





*Site tour images of neglected public realm at Lyman Park (left) and on Main Street. (right).*

**Opportunities**

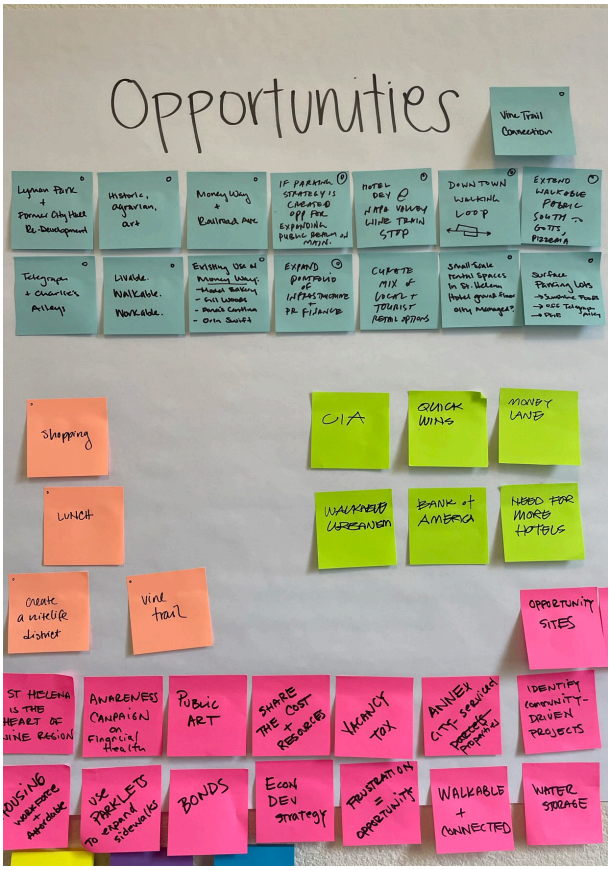
Given that the public realm is something the city can improve, a number of opportunities exist for better placemaking. Greater investment can be made with physical improvements to activate downtown and better serve residents and visitors alike. Suggested opportunities include raising ambition for the public realm through an expanded, walkable network that engages laneways and side streets; the extension of the Vine Trail; and an increase of public art.

Several opportunities for new development on vacant or underused sites also exist. St. Helena has the market capacity to support and embrace land uses other than hotels. Suggestions to be considered include mixed-use with affordable housing, and creative commercial endeavors. These types of land uses have the potential to make St. Helena more “livable, walkable, and workable”.

The city is also at a unique inflection point politically, with new staff members and an aligned City Council. This presents a fresh opportunity to address the need for improvements and rethink strategies for the city’s long-term sustainability. Suggestions included strategies for securing more funding sources, and building advocacy within an increasingly diverse community.






*SWOT analysis working photos of the panelists.*

**Threats**

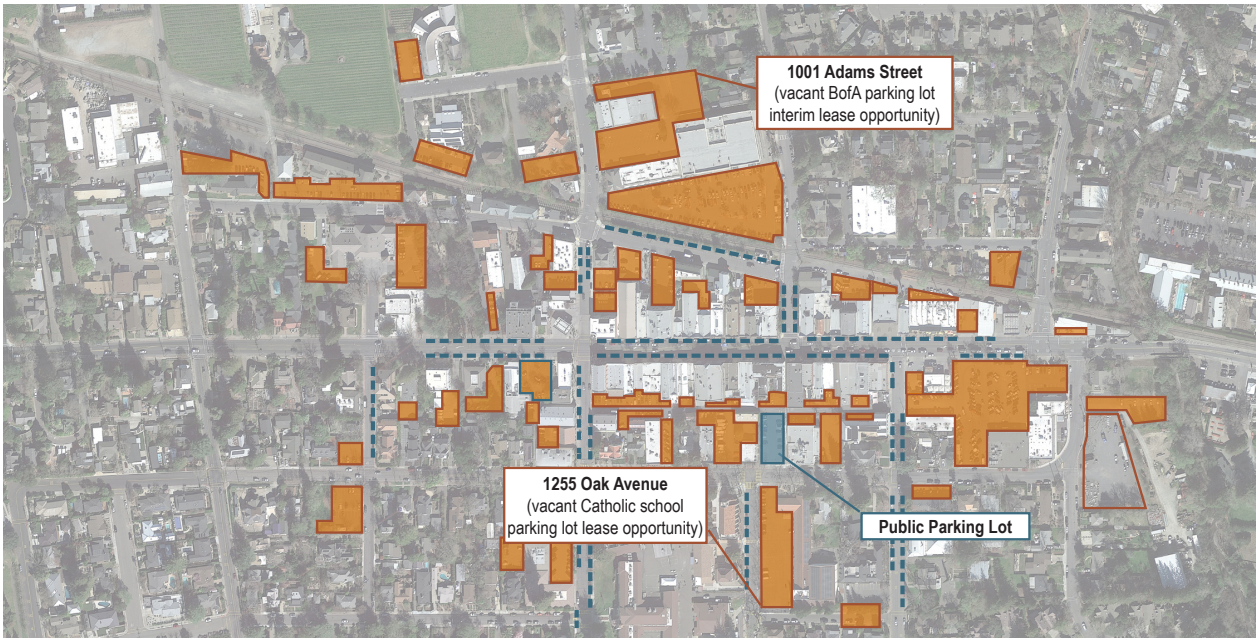
A number of factors threaten the entire Napa Valley, including environmental challenges such as fire, limited water resources, and the impact of climate change on agriculture, as well as macro-economic challenges like inflation and loss of workforce availability.

Lack of workforce housing results in difficulty for local businesses to attract talent, and a burdensome commute for many service workers, exacerbating the existing traffic congestion on Main Street.

St. Helena also faces a series of specific threats to its community, downtown, and economy. Some empty storefronts on Main Street give the impression of a weak retail market. However, the per capita taxable retail sales here are vastly higher than in any other neighboring district.[9] St. Helena is also a place with more compact development than that of the rural landscape around it, which leads to the impression that parking is difficult. The issue is perceived to be a lack of space for parking, but in reality there is a lack of clear signage and management of existing parking. Nonetheless, these false perceptions pose very real difficulties, particularly when they are used to support arguments by a particular subset of the community against progress.

Implicitly, there are tensions that hinder consensus-building within St. Helena. The most obvious tensions are between visitors and the local residents and workforce, but tensions also exist between younger and older members of the community, and between retailers and hotels. These types of conflicts can deter economic development, and without acknowledgment and resolution, the city will continue to struggle to find widespread community support for policies and progress on key projects.

The largest threat facing St. Helena is that of inaction. A lack of staffing and funding capacity has hindered the city's progress to date, and if not corrected, it risks the continued loss of market relevance and an inability to compete with neighboring towns.




*A quick aerial survey of surface parking lots revealed a potential abundance of parking areas within a five-minute walk of the downtown core—privately owned lots in orange and publicly owned lots in blue, as well as available public street parking.*

## Identity: Brand, Aspirations, and Vision

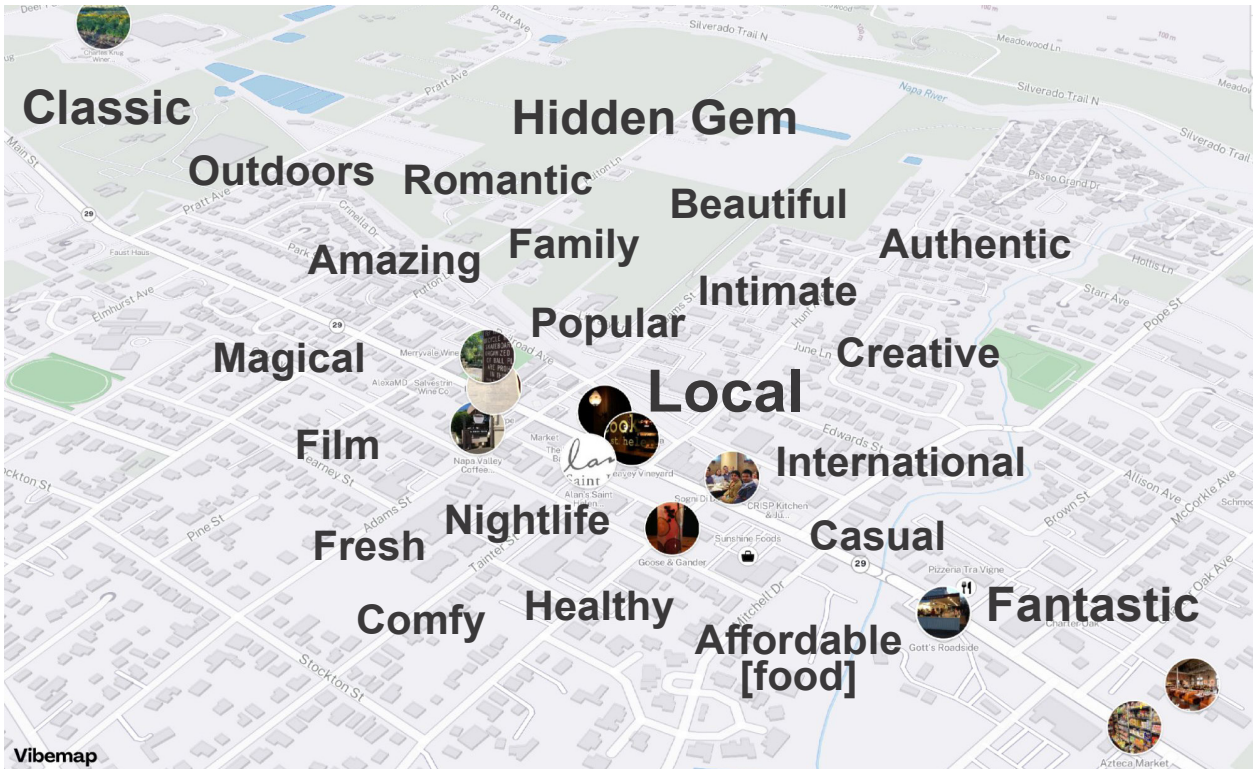
The Napa Valley region is a world-class destination, but it comprises several unique towns that each offer a distinct experience. The panel emphasized that to differentiate itself from neighboring competitors, St. Helena must build an identity that is truly authentic: a character that can only originate from and be built together with its residents. Identity is about more than St. Helena's "brand," it is also about the community's vision for its future.

EST 1876
ST. HELENA
NAPA VALLEY'S MAIN STREET

*St. Helena Chamber of Commerce logo.*[L]

**St. Helena's Distinctive Character**
With its historic legacy as the center of Napa Valley wine culture, St. Helena already has global reach and an international presence. At the same time, it has maintained its historic small-town feel with the preservation of classic buildings and the surrounding neighborhoods that are within walking distance of downtown.

St. Helena is more than a tourist town—and more than Main Street. It has a growing Latinx community, as almost 25 percent of St. Helena's residents identify as Hispanic or Latino.[10] In addition to residents, a workforce population supports the tourism industry, with many of the low-wage workers (under $25,000 annual salary) commuting here for work.[11] St. Helena functions as a real town with a robust school district, family-owned establishments, and community organizations. This distinctive community character reaches far beyond Main Street.




*Vibemap generated from adjectives people are using online to describe specific places (examples: "affordable" food at Sunshine Foods or "nightlife" at Ana's Cantina).*

**User Experience**

Downtown St. Helena is the heart of the community. It should be the local destination for shopping and other daily needs, as well as the place where everyone comes together to socialize and gather. The user experience of residents spans all days of the week, and all times of the day and night.

In contrast, those who come to visit St. Helena have a more succinct experience. They come to the heart of Napa Valley to eat and drink, to shop, and possibly to stay. But they primarily activate the downtown on weekends and during the day. Many of St. Helena's businesses cater specifically to visitors' experience during a condensed time frame, closing early and leaving downtown St. Helena without activity during off-peak times. This has led to tensions within the local community and a perception that visitor- and resident-serving uses are mutually exclusive.

Trends in tourism today, however, increasingly show that visitors want to go where they are able to live as the locals do. Therefore, what is good for the resident experience should also improve the visitor experience—and attract tourism.













*Site tour images of both local and visitor serving storefronts including a bar, gallery, shops, and theater.* [M]

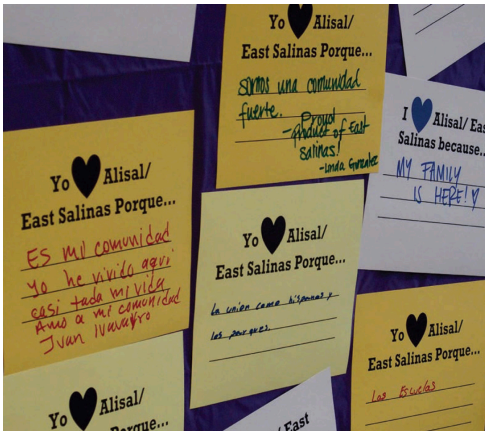
**Vision Setting and Culture Building**

It is important to create spaces for people to come together and strengthen St. Helena's community identity and build authentic culture. Ultimately, culture is made by working together to achieve something greater than ourselves.

The city and the chamber host a number of events, such as the Holiday Wine Barrel Tree, that are already extremely successful at culture building, and more activities could support local arts and entertainment and encourage inclusivity. These events can be used to engage residents, provide a platform to share aspirations, and collectively define St. Helena's vision for the future.

Building upon this vision, St. Helena can strengthen its "brand" to be a representation of the distinctive identity of the town: something in which the community collectively believes and in which it is invested. This process ensures that St. Helena's brand will be authentic to its unique characteristics and culture. Through the robust presence the chamber has created on social media, city websites, and more, St. Helena can share its distinctive brand and vision with the world. This authenticity is what will attract visitors.

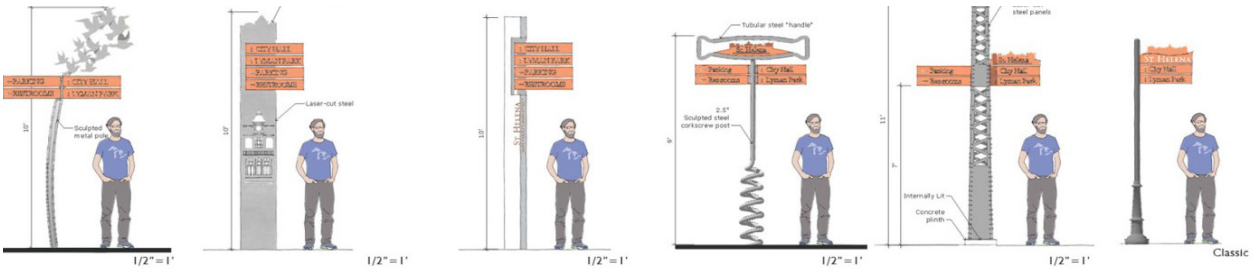






*Interactive engagement strategies in Salt Lake City, Utah [N], Salinas, California [O], and St. Louis, Missouri [P] that ask the community to define their vision of their city.*




*Differently themed wayfinding concepts developed as part of Cultivate St. Helena.* [Q]





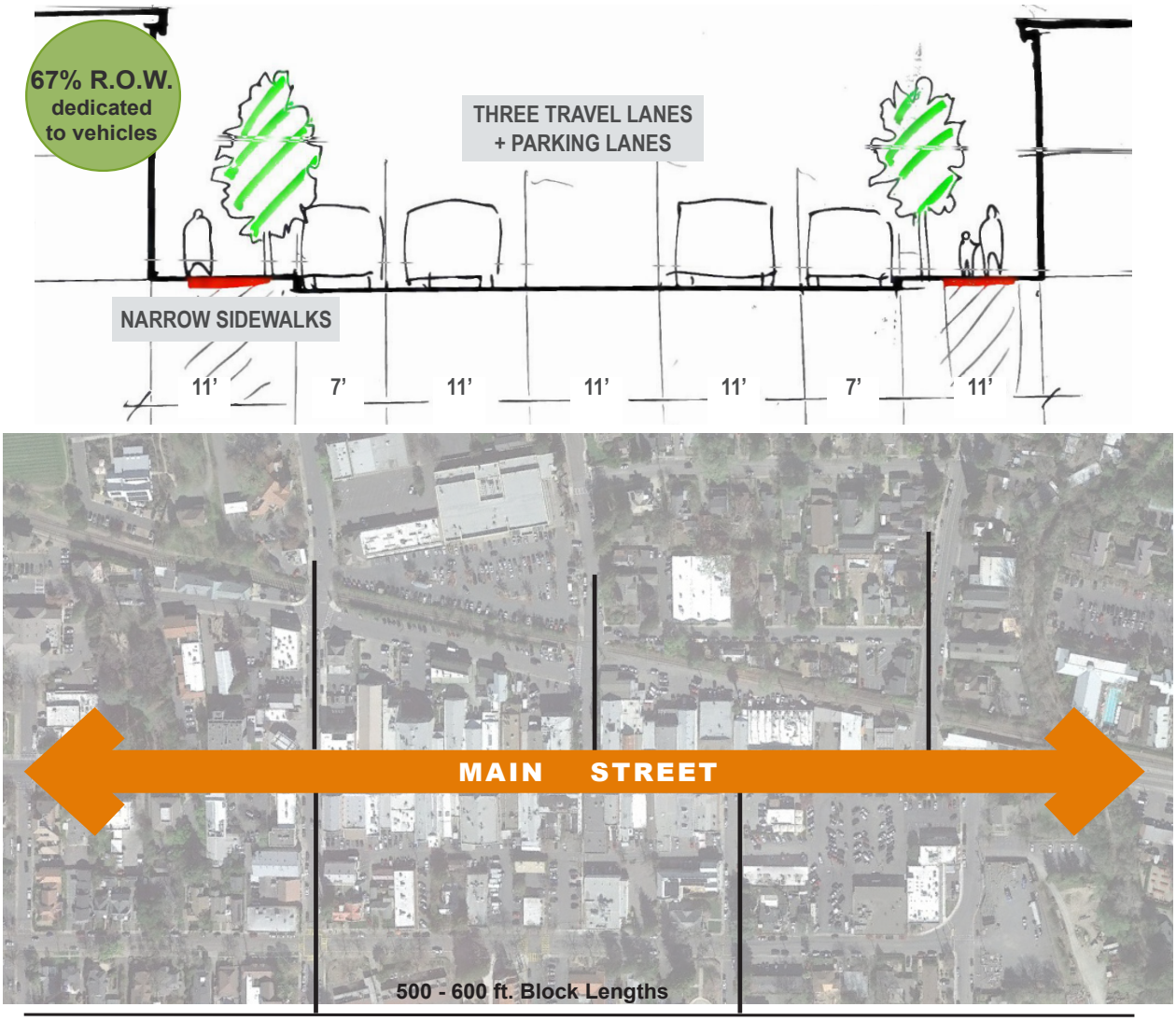




*Examples of community events within St. Helena: the Holiday Wine Barrel Tree* [R]*, the farmers market, and trivia nights.* [S]

## Placemaking: Concentrate, Connect, and Catalyze

The panel observed that St. Helena's image of itself is too one-dimensional. St. Helena is much more than just its Main Street: it has considerable potential to express itself as a larger district and multi-layered downtown. Considering the town's core as a larger district would create a stronger sense of place, with a wide variety of economic opportunities. Expanding the perception of downtown to include not only Main Street, but also the side streets of Railroad Avenue and Oak Avenue, creates a rich neighborhood fabric while simultaneously strengthening Main Street's role. Instead of a single corridor, downtown St. Helena would become a robust network of pedestrian-oriented streets and destinations, organized into loops that connect to an enhanced Main Street and focused activation at key opportunity sites.

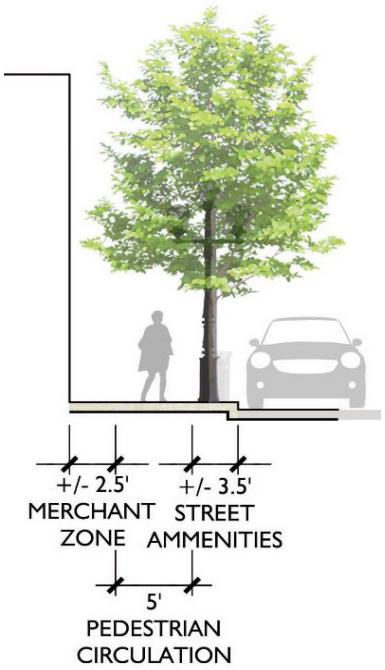


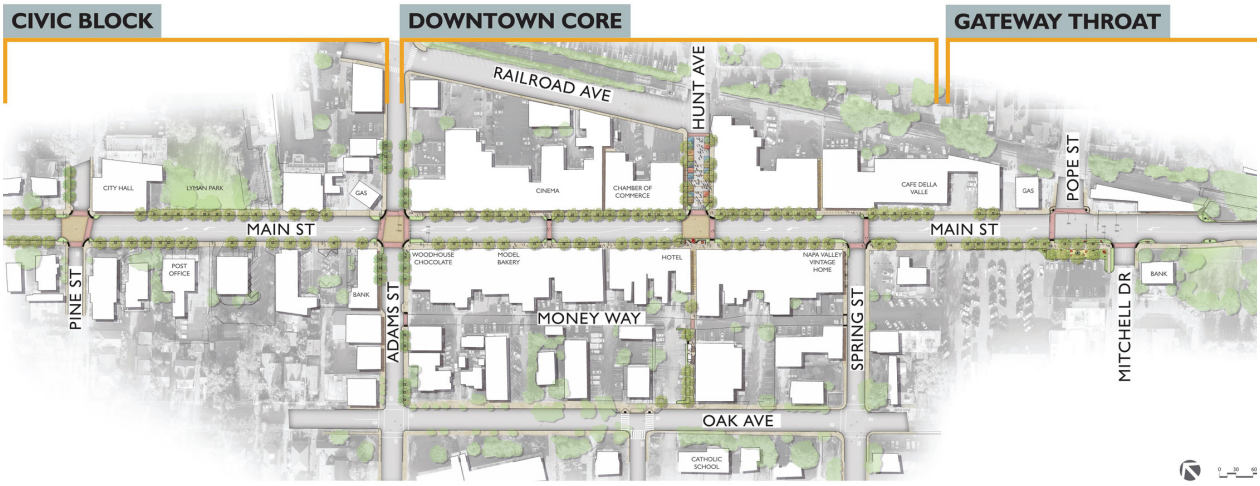

*(Top) Panelist sketch of existing Main Street section with the majority of the R.O.W. dedicated to vehicular uses.*
*(Bottom) How the city sees its Main Street: as a corridor.*

**Existing Main Street**

St. Helena's Main Street remains the centerpiece of the downtown fabric; however, it also has a number of inherent challenges. Most significantly, it is a Caltrans highway and therefore experiences higher traffic volumes. These result in air and noise pollution, which diminish its "linger factor." The pedestrian experience is confined to narrow sidewalks and is further challenged by long block lengths (500 to 600 feet), which are double what a comfortable pedestrian retail environment would seek to establish.

While the panel held high hopes for planned investment in Main Street, the proposed streetscape project is not much more than a sidewalk replacement project. The panel saw both an opportunity—and a considerable need—to address Main Street in a more holistic way, with sidewalk improvements, traffic calming, and an enhanced public realm as integral parts of this significant undertaking and investment. The panel recommends that the improvements project as proposed be reimagined, with a focus on making a bigger impact to Main Street's public realm and quality of pedestrian experience.

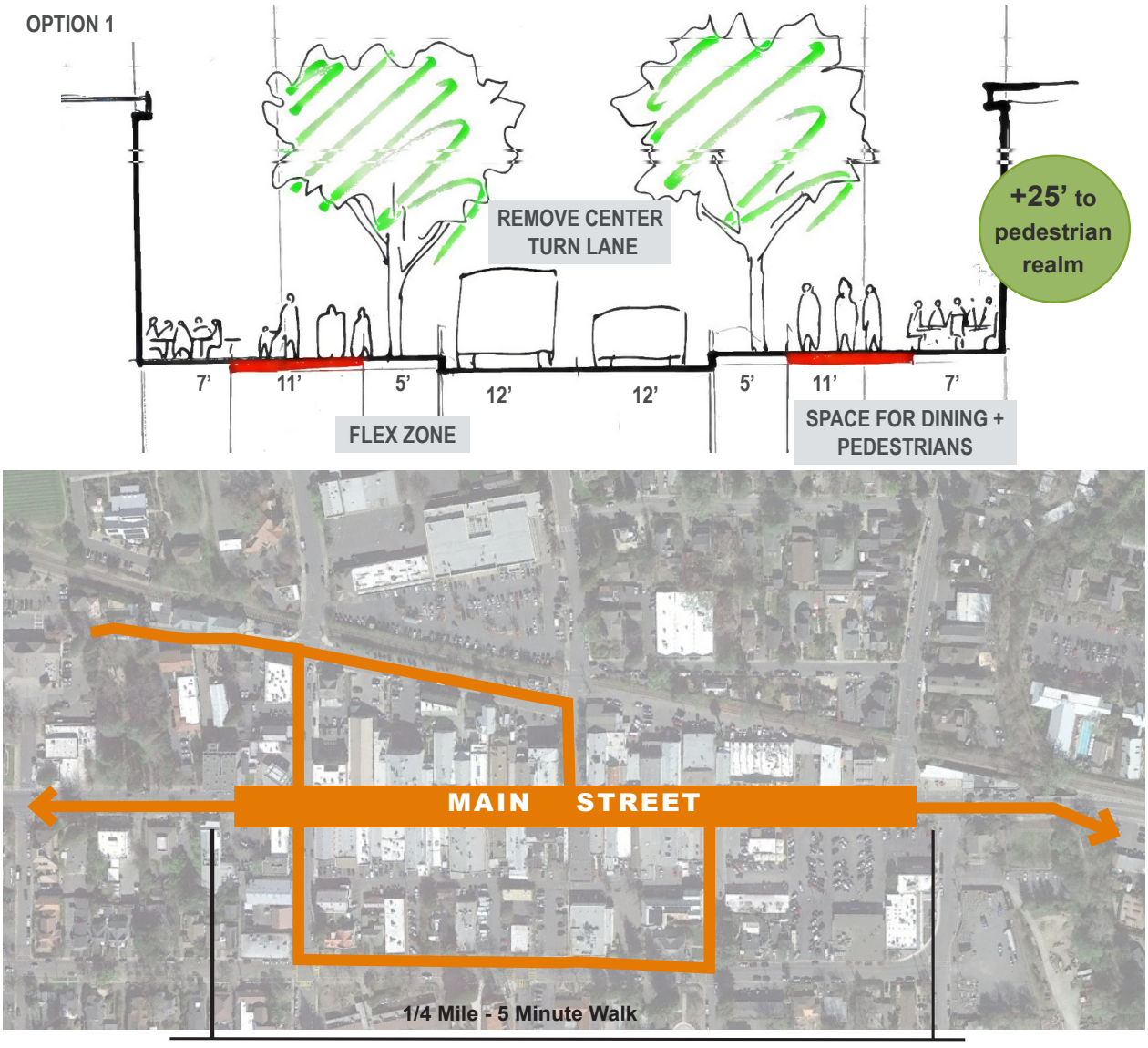



*Excerpts from the Cultivate St. Helena Downtown Streetscape plans.* [7]
*(Top right) Sidewalk replacement with same street section and narrow area for pedestrian circulation.*
*(Bottom) Overall streetscape plan scope area.*

**Reimagining Main Street**

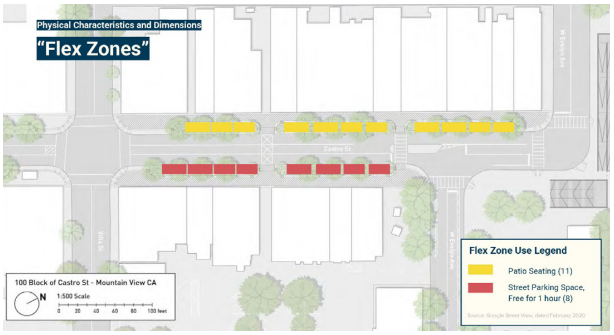
There are certain constraints to working within the existing Caltrans right-of-way (R.O.W.), but the lanes and sidewalks could be reconfigured to allocate more space to the pedestrian realm within the quarter-mile between Adams and Spring streets (the blocks that comprise the primary pedestrian core). In this segment, if the city pursues the closure and pedestrianization of Hunt Avenue from Main Street to Railroad Avenue, the center turn lane could potentially be removed to allow wider sidewalks on either side.



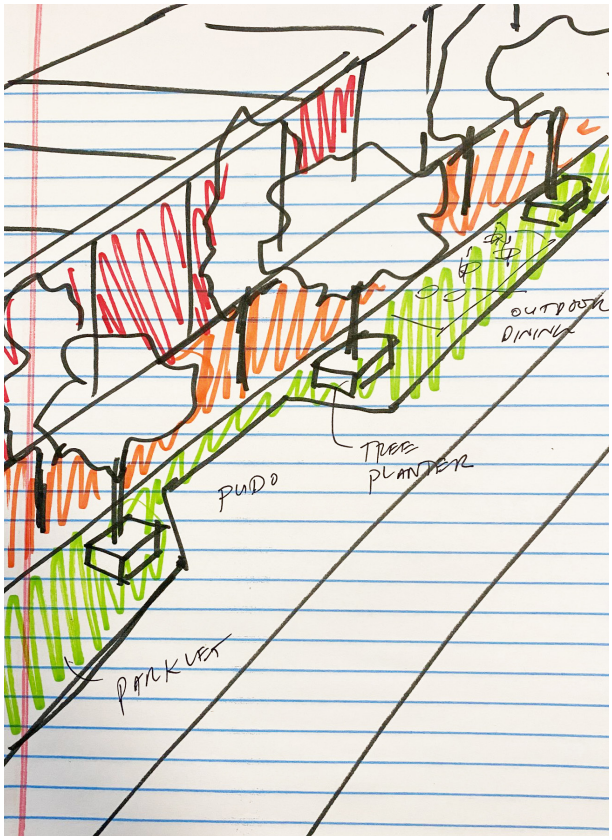

*(Top) Conceptual street section of a reimagined Main Street with space reallocated to the sidewalks and flex zone.*
*(Bottom) How the panelists see Main Street: with interconnected pedestrian prioritized loops.*

In addition, solving the perception of parking scarcity will be key to unlocking opportunities for rethinking of the ROW allocation and alleviating the demand for parking space on Main Street. The parking lanes along the entirety of Main Street could then be converted to flexible zones. Flex zones take various forms, depending on their adjacencies and community-determined needs. In some areas, parking stalls may remain, particularly for ADA accessibility; elsewhere, they could accommodate service, loading, and pickup/dropoff areas, planting buffers, bike lanes, outdoor dining and retail, or a combination of amenities for pedestrians.

A case study using this strategy is the successful transformation of Castro Street in Mountain View.




*Example of flex zone designations on Castro Street, Mountain View.* [U]




*Conceptual sketch of Main Street flex zone with a combination of parklets, planters, and PUDO (pick-up and drop-off) areas.*




*Castro Street Redesign* [U]

## FLEX ZONE CASE STUDY: Castro Street, Mountain View, California

*In the 1980s, Mountain View recognized that the lack of a good quality pedestrian experience was detrimental to its downtown main street—Castro Street. By expanding opportunities for parking off Castro Street, the city was able to reimagine the curb lane, planting trees 30 feet apart to either retain parking in between or provide businesses with the opportunity to occupy this "flexible zone" with dining and seating.*

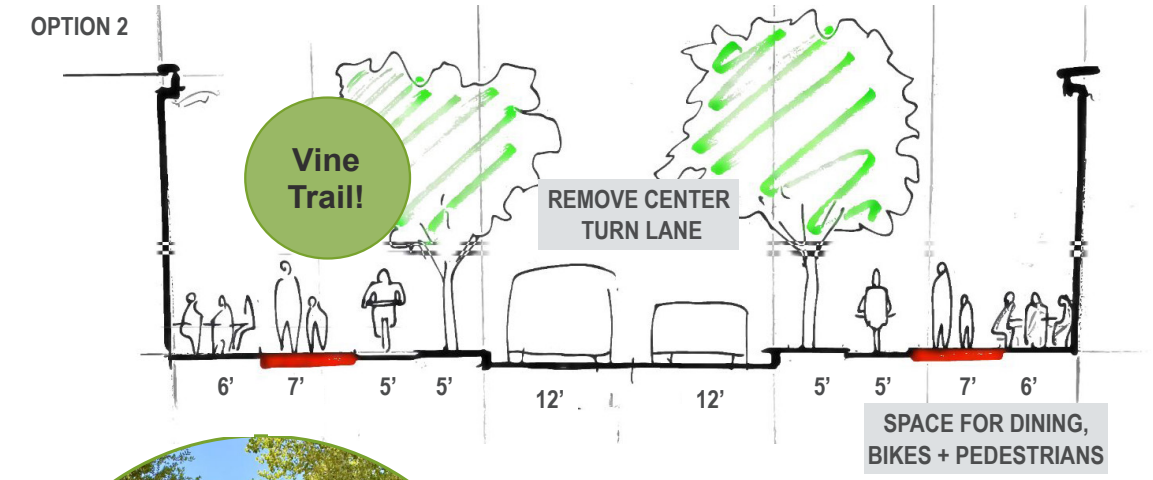
*A flex zone could be an interesting solution for St. Helena's Main Street, which could be tested using temporary measures such as parklets.*

*Today, the City is exploring further modifications to Castro Street post pandemic. Learn more about this project at: Castro Street 100 Block Feasibility Study*

Converting Main Street into a more pedestrian-friendly street would help calm traffic in downtown St. Helena and provide a more multi-modal environment for pedestrians and cyclists. The Vine Trail alignment could also be reconsidered as part of this effort, with the opportunity to form a connection directly down Main Street.

The panel also suggested tactical improvements as a short-term way to demonstrate activation or change before committing to permanent changes. Parklets and other temporary curb lane extension strategies provide a lower-cost way of exploring modifications to the parking lane. This type of installation could be as simple as the introduction of tree planters or a complete patio buffered from the adjacent vehicular lane.

By requesting a grant extension for the One Bay Area Grant (OBAG) funds currently slated for the sidewalk replacement project and waiting for additional funding capacity, the city will ensure the best possible outcome for the public realm, making the impacts to businesses and investment of resources more worthwhile. Reimagining Main Street will create the space to support the spontaneous gathering and activation that it lacks today.

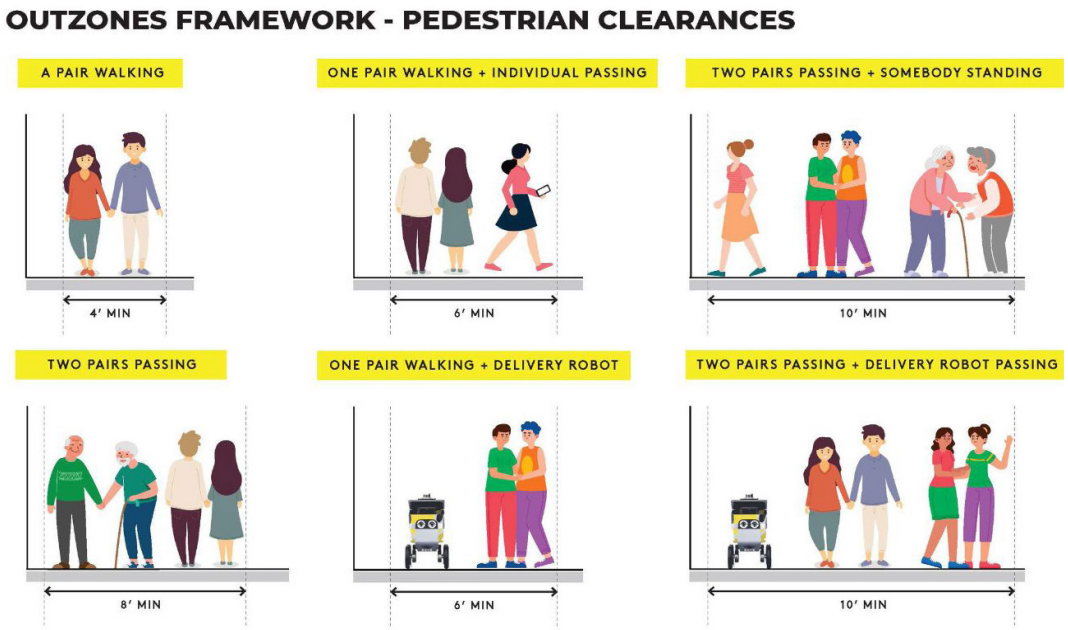




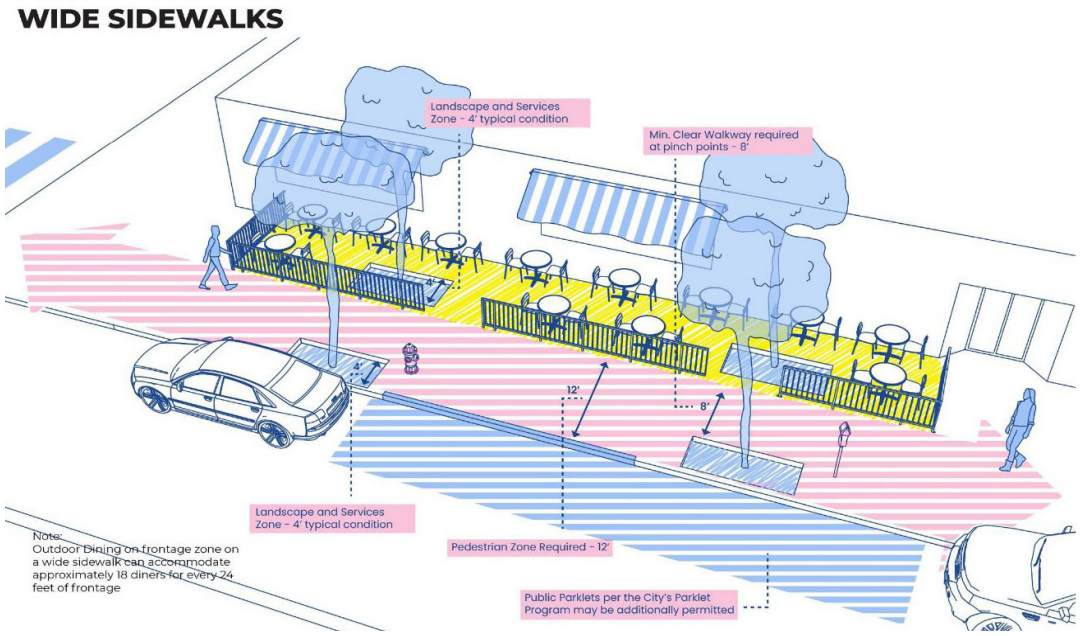





*(Top) Conceptual street section of a reimagined Main Street with Vine Trail bike lane.*
*(Bottom) Precedent imagery of the Vine Trail [v] and sidewalk space for dining. [w]*




*Merchandising Plan*




*Guidelines for sidewalk width and clearances to optimize the pedestrian experience.* [X]

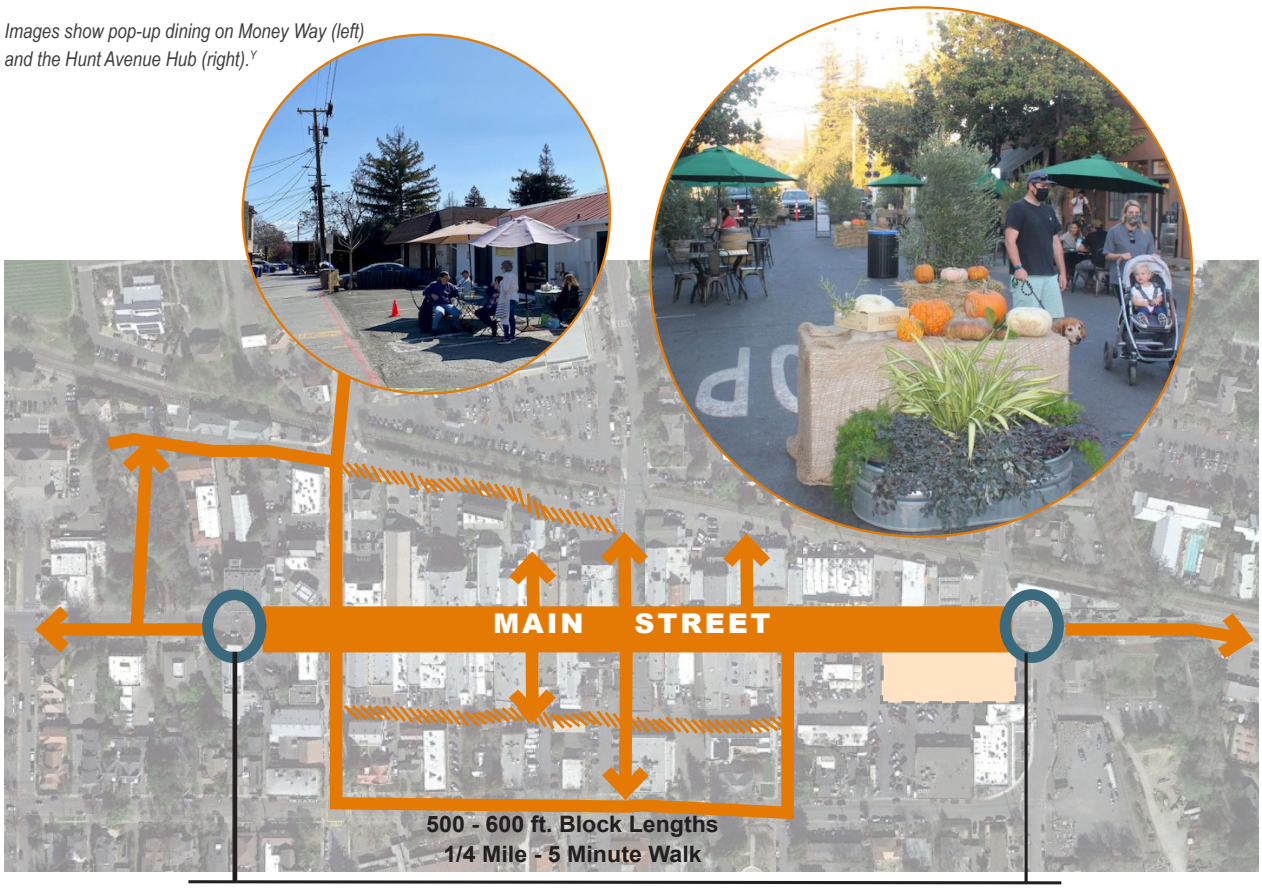
**The Downtown Network**

Downtown St. Helena includes a network of streets that support the entire district. Main Street has several parallel streets and alleys, including Railroad Avenue, Money Way, and Oak Avenue, which are mixed use and present less traffic-intensive alternatives for pedestrians and cyclists.

With Main Street as the primary attraction in downtown, current patterns show pedestrians moving back and forth along the thoroughfare. This could be expanded to a series of walking routes or loops that include complementary side streets, alleys, and midblock laneways, bringing life and energy to existing businesses.

These supporting parallel streets also provide alternative routes that allow occasional partial street closures. Hunt Avenue was partially closed to vehicular traffic during the Hunt Avenue Hub pilot project, which provided outdoor dining opportunities during the peak of the COVID-19 pandemic. Although this intervention caused push back by some business owners, the panel encourages St. Helena to continue to consider parallel streets as opportunities for future activation to strengthen the concept of a "Downtown" (and by extension, "Main Street"), either permanently, or through more regular temporary initiatives.

*Images show pop-up dining on Money Way (left) and the Hunt Avenue Hub (right).*[Y]

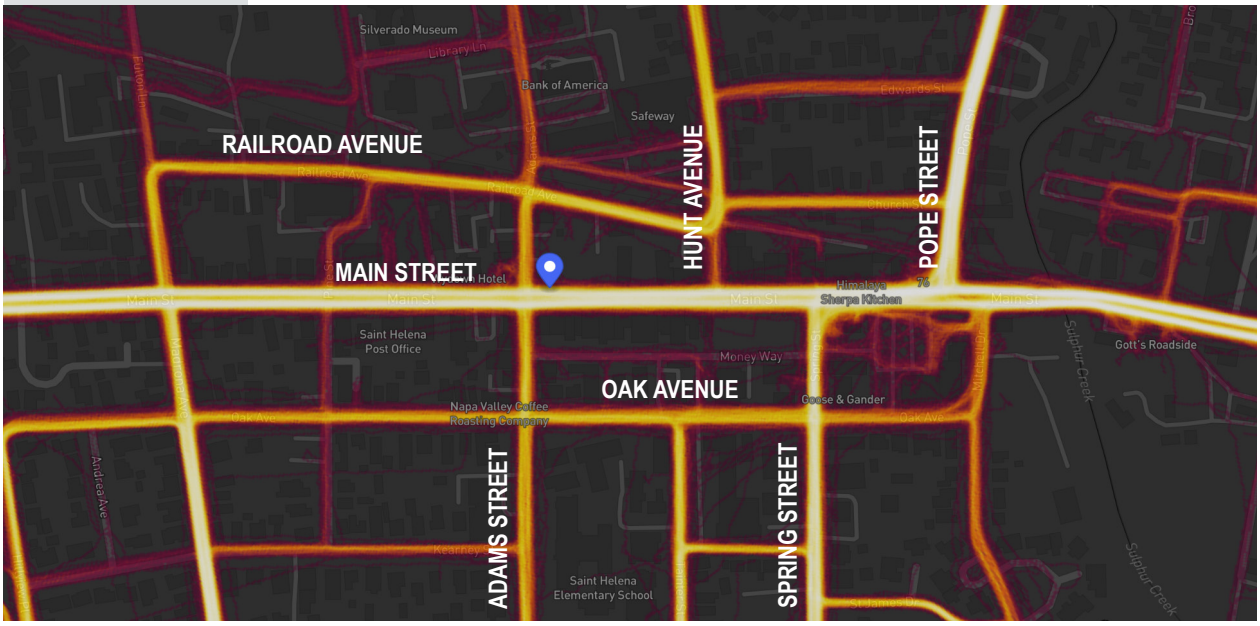



*How the panelists envision a multi-modal network of streets with gateways at either end of the Main Street's core.*

## WALKING ROUTES




## CYCLIST ROUTES




*Heat map data from STRAVA demonstrates how people have already created a functional network through their use patterns.* [z]

The panel also recommended improvements to St. Helena's existing laneways as connections from Main Street to the parallel streets, and a strategy for creating a finer-grained, more interesting, diverse, and layered network of 300- to 400-foot blocks. In places like Melbourne, Australia, and Seattle, Washington, these narrow spaces are prime candidates for public art, intimate dining, and other forms of activation and place branding. Although once overlooked, in many cities, spaces such as these have increasingly become compelling signatures within the urban fabric for their uniquely local character and their ability to provide a variety of experiences.

"Cultivate St. Helena" examined Telegraph Alley, and a citizen-led group has already come up with several ideas for its connection to an activated Money Way. The panelists support these community-driven initiatives as a complement to larger city-led projects. However, given the somewhat "gritty," unconventional, and evolving nature of these spaces, the panel recommends that the city, and sponsors of projects to activate these lanes, treat them as "temporary experimental spaces." Use simple, low-cost strategies to learn what works, what resonates, and what provides a ready point of identity for the community. The roles of these places should be "rapid prototyping" to try new ideas and create constant energy through innovation, not a long, drawn-out process that seeks perfection, risking entanglement in laborious code and design reviews.

Through investments in its alley/laneway networks and by inviting pedestrian traffic through either design interventions or simply better wayfinding, St. Helena can guide people on foot to Railroad Avenue, Money Way, and Oak Avenue, thereby creating a walking district that brings life, commerce, and energy to the greater downtown.

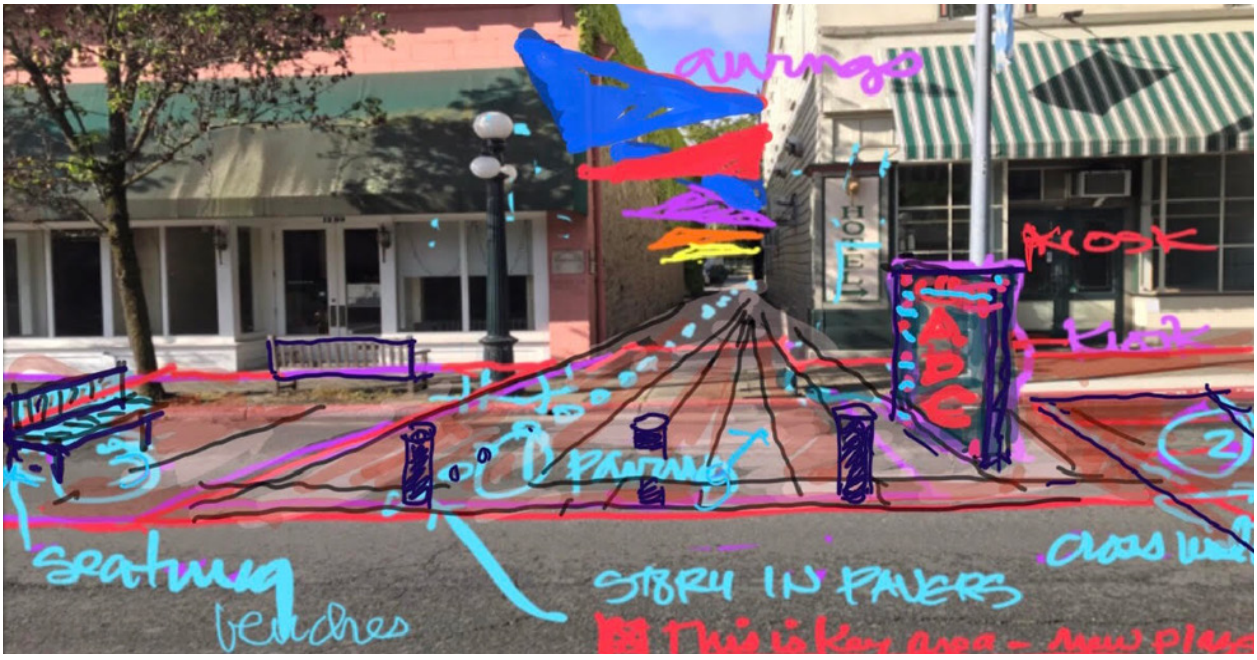



*Precedent imagery of "greening" Guildford Lane in Melbourne, Australia.* [AA]



*Precedent imagery of an activated Clear Alleys in Seattle, Washington.* [BB]




*(Top) Site tour image of Telegraph Alley.*
*(Bottom) Citizen-led group vision for Telegraph Alley connection to Money Way.* [CC]

**Opportunity Catalyst Sites**

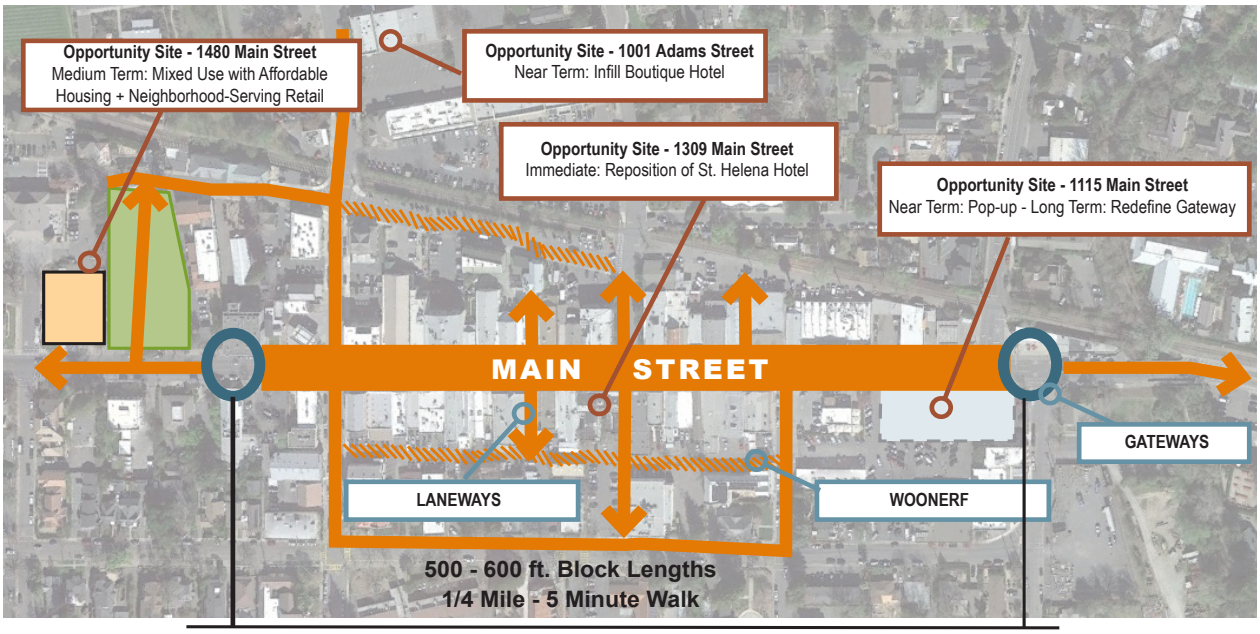
In St. Helena's downtown, a number of underused sites hold considerable potential for enhanced place branding and economic value generation through creative new development and/or activation. Some of these catalyst sites are publicly owned, whereas others are privately owned.

Publicly owned sites have the potential for the city to drive catalytic projects by way of strong leadership and more economic flexibility via lower land basis. Privately owned sites may require more market-driven investment strategies, but the city can be a supportive partner through aligned visioning, streamlined approvals, and (where appropriate) supportive financial incentives. The panelists considered land uses and public/private partnership strategies for these sites with a long-term economic view and a balance between visitor and resident priorities.

*Hotel Uses: 1309 Main Street & 1001 Adams Street*

The panel strongly recommended development of several new boutique hotels, beginning with the restoration of the historic St. Helena Hotel and also considering an opportunity site such as 1001 Adams Street. The recently entitled Farmstead Hotel, at the southern edge of city limits, is approved for 65 new rooms.[12] However, the market can support far more rooms, and the city would benefit from the increased transient occupancy tax (TOT) that such development would generate. Local St. Helena residents may have a contentious history with opposing hotels, but neighboring towns in the region have successfully managed new hotel growth and benefited from the resulting TOT to help fund important resident quality-of-life investments such as park maintenance, multi-generational programming, and affordable housing.

Hotels located downtown bring overnight guests who would directly improve the vitality after 5 p.m. The issue of lack of evening activity was raised time and again during stakeholder interviews. The hotels should include active ground-floor uses, such as bars and/or dining, that engage the street and have the potential to become places for local residents as much as for tourists.




*Opportunity sites on and off of Main Street would serve to activate the entire Downtown network. See next spread for specific recommendations by site.*

*Mixed Uses & Housing: 1480 Main Street*

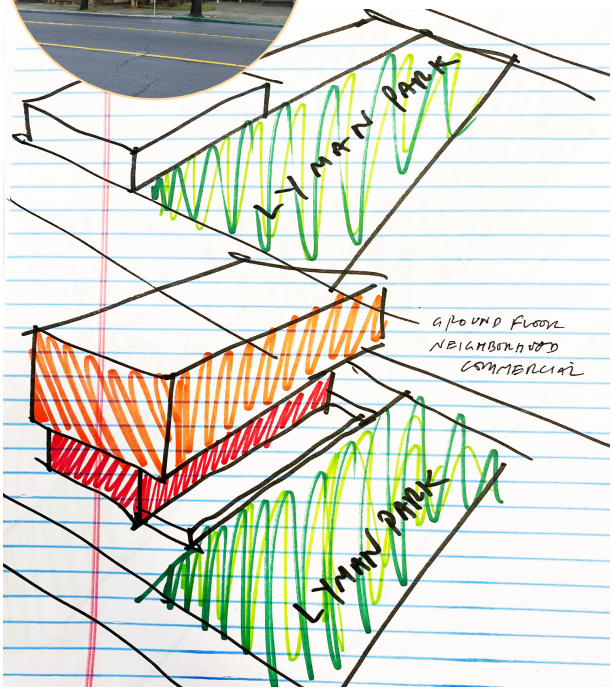
The panelists also supported housing for the residents of St. Helena, particularly as part of mixed use projects with affordable options that serve the more economically vulnerable members of the community: families, seniors, and the workforce. Affordable housing should be considered on publicly owned sites, such as 1480 Main Street, so that the city can unlock state grant funding for infrastructure and transportation linked to affordable projects. The city could maintain a higher level of design control through a partnership with an affordable housing developer, and ensure a mixed use environment with ground-floor, neighborhood-serving uses.

*Pop-Up Uses: 1115 Main Street*

Another creative public/private partnership could be sponsorship and development of an incubator kitchen. This growing trend relies on smaller footprints to provide a lower barrier to entry for people new to the restaurant profession and has been demonstrated to support job creation. Such kitchens would also encourage longer-term investment in the city after a restaurateur becomes more established. Building on the legacy of the Culinary Institute of America, and the "foodie" culture of St. Helena, this is a great economic development tool and program addition for infill development at any number of opportunity sites in the re-envisioned downtown, including the panel-identified site on the parking lot of 1115 Main Street.

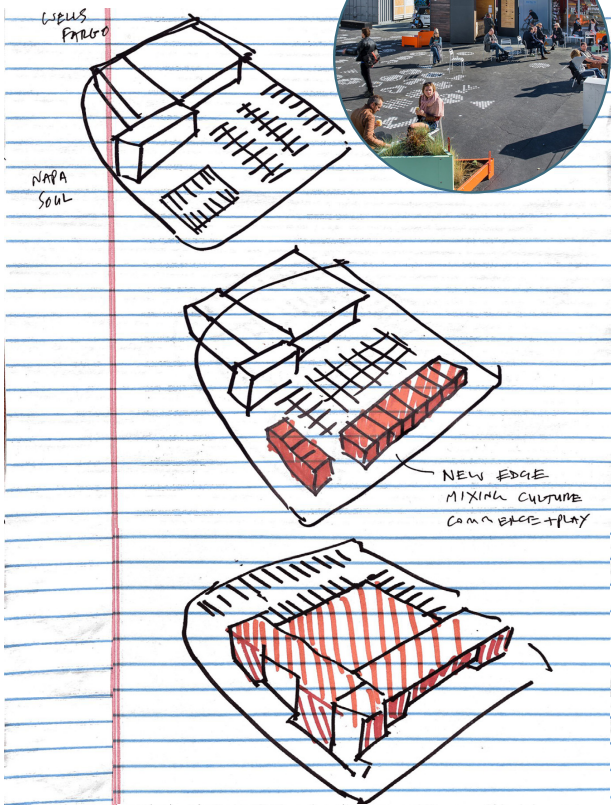


*1480 Main Street, Former City Hall*




*Interim activation at Proxy, SF.* [DD]






*Conceptual sketches of the redevelopment potential at the 1480 Main Street site (left) and 1115 Main Street (Sunshine Foods) site (right). See next spread for specific recommendations.*

| HOTELS: Site Recommendations | IMMEDIATE | NEAR TERM | MEDIUM TERM | LONG TERM |
|---|---|---|---|---|
| **1309 Main Street: St. Helena Hotel**<br>*Refresh and reposition* | ● | | | |
| **1001 Adams Street**<br>*Hospitality infill hotel with groundfloor dining* | | ● | | |

## HOTEL REPOSITION CASE STUDY: The Madrona Hotel, Healdsburg, California

*Originally built in 1881, the Madrona is a 24-room boutique hotel in Healdsburg, California. Co-owned and restored by renowned interior designer Jay Jeffers, this historic mansion was respectfully restored while still bringing a modern, eclectic, and energetic style to the space. The site restaurant caters to both hotel guests and Healdsburg residents, and has become an important part of the community fabric since reopening.*

*The repositioning of the historic St. Helena Hotel could similarly breathe new life into Main Street and become an important hub for the community.*

*Learn more about this project at themadronahotel.com*



*The Madrona Hotel Restoration* [EE]

## HOTEL INFILL CASE STUDY: Hotel Healdsburg, Healdsburg California

*Learn more about this project at hotelhealdsburg.com*

| MIXED USE & HOUSING: Site Recommendations | IMMEDIATE | NEAR TERM | MEDIUM TERM | LONG TERM |
|---|---|---|---|---|
| **1480 Main Street: Former City Hall**<br>*Mixed use with an affordable housing component, groundfloor neighborhood-serving retail and Lyman Park improvements* | | | ● | |



*Parc on Powell Multi-Family*

## MIXED USE CASE STUDY: Parc on Powell, Emeryville, California

*Completed in 2015, this mixed-use project consists of multifamily apartments over ground-floor retail space and is adjacent to an off-site public park. The mixture of rental unit types attracts diverse tenants, and the project is a "complementary addition to the surrounding mix of residential and commercial developments."*

*The mixture of uses and the mid-rise scale are appropriate to St. Helena's context and could be a good template for the 1480 Main Street site and adjacent Lyman Park.*

*Learn more about this project at: architectmagazine.com/project-gallery/parc-on-powell*

| POP-UP: Site Recommendations | IMMEDIATE | NEAR TERM | MEDIUM TERM | LONG TERM |
|---|---|---|---|---|
| **1115 Main Street: Sunshine Foods Parking**<br>*Incubator kitchen, Retail, Public Art, Events*<br>*(long term consider comprehensive redesign to define gateway)* | | ● | | ● |
| **Additional Future Opportunity Sites**<br>*Incubator kitchen* | | | ● | |

**POP-UP CASE STUDY:** The Wash, East Nashville, Tennessee

*Through an adaptive reuse of a former self-serve car wash, "The Wash" converted each of its six bays to create affordable, 400-square-foot spaces for chefs to test new food concepts and develop their business skills. This innovative low-cost offering provides a path for emerging chefs to get a foothold in the local market, refine their menus, and develop a local following before investing in a permanent space. The Wash has attracted a diverse array of talented young chefs and provides a range of moderately priced food options, creating an attractive anchor for locals in this East Nashville neighborhood.*

*With the Culinary Institute of America nearby for potential support, an incubator kitchen could create a unique St. Helena signature with opportunities for new chefs and constantly changing (and affordable) food options to residents.*

*Learn more about this project at: eatwash.com*




*The Wash, Adaptive Reuse Incubator Kitchens* [FF]

With all of these opportunities, the city will need a clear economic development framework, and a heightened sense of urban design to ensure that the overall vision for downtown is upheld. There are a number of excellent examples on Main Street, where historic architecture has been renovated with care to preserve the storefront authenticity while modernizing its use. This emphasis on historic character should serve as a template for how the architecture of new developments can both create gateways to downtown and reinforce the identity of St. Helena. Additional opportunity sites not included in the TAP study area could also be considered for these projects and other types of land uses.

## Decision Making: Process, Choices, and Actions

St. Helena has a robust retail market and significant resources, but it is also facing mounting costs associated with aging infrastructure and lacks funding and staffing resources to meet projected demands. These are challenges that all cities face, and there are strategies to build a path forward. The final focus area for the panelists was to identify a decision-making framework to ensure that the city does not remain stuck and that projects are prioritized to deliver long-term economic sustainability.

**How to Evaluate Projects**

As stated in St. Helena's General Plan Update 2040, "creating a sustainable community and stable economy requires meeting basic needs and providing opportunities for current and future residents."[13] The city has identified a number of projects, many of which require significant resources. While the city clearly needs to advance projects that will generate revenue, the community is concerned about prioritization of visitors over residents. The city would benefit by focusing on enhancing quality of life for residents while supporting tourism, and recognizing that the latter is a critical component of the city's long-term economic stability, as the engine that will ultimately fund the services that will sustain the local community.

The city seems to be grappling with a wide range of issues and potential projects. The scope of some of these projects is significant and will require dedicated staff resources. Adopting a list of decision-making criteria will assist the city in establishing priorities and ranking projects based on their ability to meet key goals. With each potential project, the city should ask itself the following questions:

**PROJECT EVALUATION CHECKLIST:**

- ☐ **Does it address a real or perceived problem?**
- ☐ **Does it support the residents?**
- ☐ **Does it generate revenue? What is the return on investment (ROI)?**
- ☐ **Does it leverage outside resources?**
- ☐ **Do we have the capacity (budget and staff) today to implement it?**
- ☐ **Is it sustainable—can we maintain it in the long run?**

In addition, projects should be separated by the level of effort required to implement them. Some are ***"big deals"*** that will have long-term impacts for St. Helena but will require more upfront investment to execute and bring to fruition. These include the large-scale infrastructure improvements on Main Street and infill development projects at various opportunity sites.

Meanwhile, other, smaller projects could be low-hanging fruit, such as improved signage, lighting, public art, and the temporary installation of parklets or planters. These ***"small wonders"*** have immediate impact for residents and demonstrate movement forward, while more intensive city resources can be dedicated to the mid- to long-term "big deals."





*Precedent examples of "small wonders": mural programs (left) [GG] or twinkle lights at Larimer Square (right). [HH]*

**Process Tools**

More broadly, the city would benefit from establishing an overall economic development strategy. The example outlined here is borrowed from Morgan Hill's Economic Blueprint,[14] a unifying vision that serves as the "North Star" for all future growth in a city that has overcome many of the same challenges currently facing St. Helena.

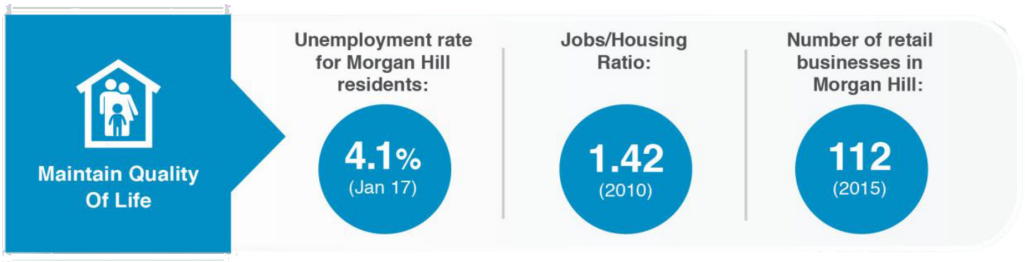
## PROCESS: Attract Investment through Land Use and Policy Decisions

- **Identify Opportunities:**
  *What sectors have potential for growth*
- **Have Clear Intentions:**
  *What are the long-term goals*
- **Develop Implementation Action Plan:**
  *What is each specific step - Who is responsible*
  → Identify Strategies
  → Develop Clear Actions
  → Establish Timeline
  → Assign Responsibility
- **Foster Partnerships:**
  *Where can partners support the city*
- **Use Economic Indicators to Evaluate Progress:**
  *How can success be demonstrated*
- **Remove Unnecessary Barriers:**
  *How can the city get out of the way*




*Excerpt from the Morgan Hill Economic Blueprint identifies the primary sectors with potential for growth.* [II]

As projects begin to come online, it is important to be able to quantify their success. This will validate the framework internally and demonstrate positive progress to the community. Some economic indicators to consider are those used in the Morgan Hill Economic Blueprint that demonstrate increased quality of life for residents, fiscal sustainability, job and housing growth, and the vitality of the tourism industry.



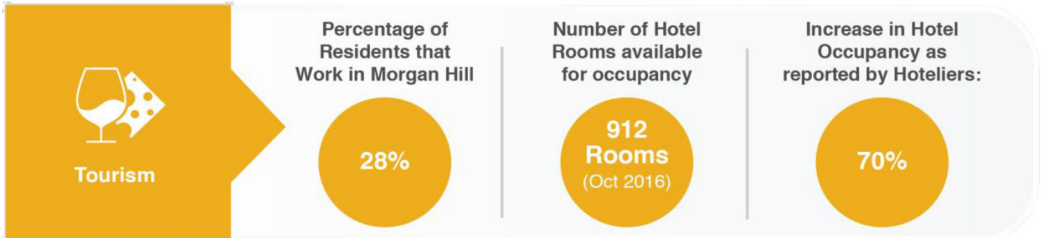

*Source: State of California Employment Development Department, California Department of Education, Census Bureau*




*Sources: Santa Clara County Assessor's Office, State of California Board of Equalization, Colliers International*




*Sources: State of California Employment Development Department, U.S. Census*




*Excerpt from the Morgan Hill Economic Blueprint identifies the economic indicators to measure growth and positive feedback for the community.* [II]

**Financial Tools**

Hand in hand with this economic development strategy is the set of financial tools and funding sources available to support it. To begin with, it is best to focus on leveraging funding sources that the city can control.

The city could also explore a number of powerful revenue sources that would require some level of voter approval, depending on the type of tax or fee proposed. Detailed descriptions of some of these revenue enhancement strategies are included in the report prepared for the city by Baker Tilly[15] and presented to Council in February and May 2023. In these instances, it is important to have earned the trust of the community through quick wins before placing a measure on the ballot to maximize the potential for it to pass.

## **FINANCE:** Leverage Existing Funding Sources and Expand Financing Potential

**Under City Control:**

- **Update development, impact, and user fees:**
  - ⟶ Ensure new projects pay their fair share.
  - ⟶ Maximize revenue for the city without deterring development.
- **Apply for grants:**
  - ⟶ Develop a strategy for grant applications and reinforce it as a matter of habit to become more competitive.
  - ⟶ Apply at the local, state, and federal levels.
- **Seek private-sector support:**
  - ⟶ Reach out to business community for donations.
  - ⟶ Have a naming policy to acknowledge donors.
  - ⟶ Establish public/private partnerships for larger scale projects.
  - ⟶ Engage community volunteers: create an active and involved citizenry.
- **Review leases of city-owned properties:**
  - ⟶ Ensure they are aligned with today's priorities and modify as needed.

**Require Voter Approval:**

- **Raise Transient Occupancy Tax (TOT):**
  - ⟶ Approach to increase local revenue paid by visitors without direct impact to local residents.
  - ⟶ Rate should be appropriate to regional context and comparable to neighboring jurisdictions.
- **Implement New Local Sales Tax Measure:**
  - ⟶ Requires clear consensus on what tax revenue should be spent on, such as new public amenities (parks, recreation facilities, affordable housing, or other resident-serving uses).
  - ⟶ Consider only after having built trust with local resident community.
- **Assess a Business License Tax:**
  - ⟶ Reassess the way that businesses are taxed and consider the application of gross receipts model to increase revenues.
  - ⟶ Use funds for essential services like fire, police, and street maintenance.
- **Propose General Obligation Bonds:**
  - ⟶ Likely not politically feasible at this time.
  - ⟶ Should be considered only in the future when the financial situation is approved, as they pledge community's general fund revenues for repayment.

Special financing districts are also a powerful tool for local communities to raise funds for capital infrastructure costs in designated areas. They require buy-in and approval from affected property or business owners and should be evaluated carefully for both costs and benefits as implementation of these districts can require significant upfront and ongoing resources. Examples of common districts used in California communities include the following:

**Community Facilities Districts (CFDs)**
CFDs are a financing tool, based on a parcel tax, that can be implemented by local governmental agencies including cities, counties, special districts, and joint power authorities to pay for a wide range of public facilities, or for certain public services. They require a vote of affected property owners.

**Enhanced Infrastructure Financing Districts (EIFDs)**
EIFDs are public entities that can finance the construction or rehabilitation of specific types of community infrastructure, including public realm improvements, housing, transportation and other infrastructure items. Also requiring voter or landowner approval, EIFDs have the authority to use tax increment financing, in addition to other more conventional funding sources such as fees or assessments.[16]

**Property Based Improvement Districts (PBIDs)**
PBIDs require a vote of property owners within a planned district. Their vote on a district management plan would establish a scope of work for the district and the amount of taxation to pay for it, which would be collected through property tax bills. This is a powerful tool for commercial districts that can fund operating programs like ambassadors, but also ensure sufficient steady revenue to bond against to invest in larger infrastructure programs. If there are several major landowners in downtown that are receptive and can help champion this initiative, it may be possible to create a PBID at a relatively low cost ($100,000 to $200,000 in consultant and staff time).

**Land Use and Zoning Tools**
The last piece of this framework is to more closely examine zoning codes and plans through an economic development lens. St. Helena is preparing to adopt a comprehensive zoning code update[17], so this is the time to thoroughly scrutinize it and ensure that the code is supporting the city's established economic development strategy and long-term goals.

### CHECKLIST: Take a Red Pen to the Zoning Code

- ☐ **Make zoning less prescriptive.**
- ☐ **Allow spaces to be flexibly programmed.**
- ☐ **Allow more uses by right.**
- ☐ **Do not be afraid of density; control character through objective design standards (form).**
- ☐ **Make it performance-based zoning.**
- ☐ **Invite your colleagues from other neighboring jurisdictions to give honest feedback.**

Lastly, be strategic about when a specific plan or a precise plan with an EIR can be conducted in lieu of a master plan. For example, with the Downtown Specific Plan, this approach could facilitate the development process by streamlining the community engagement process, building consensus once, and making it easier for individual projects to move forward in the future.

## Concluding Recommendations for Implementation

The tools and strategies outlined throughout this report are broad-reaching and will take time to come to fruition. The intention of the TAP is to establish a direction for a long-range trajectory for building a real downtown in St. Helena and then to provide actionable steps that can begin immediately.

***The first step is to invest in and grow the city team.*** The panelists identified a considerable lack of "bench depth"—capacity and skills needed to achieve St. Helena's potential. This does not necessarily require hiring more permanent staff positions. The same outcome could be achieved using a combination of permanent and temporary staff; interns and fellows; and consultants and contractors to address issues of urban design, tactical urbanism, economic development, and new business procurement. However, a critical role will need to be filled by someone within the city with the experience, entrepreneurial sensibilities, and authority to advance St. Helena's economic agenda, negotiate on the city's behalf, and work directly with the City Manager. Together this team needs to start with a clear focus on "how do we get to 'YES.'"

**PERMANENT STAFF:**

*Address deficiencies that impact resident quality of life*

**TEMPORARY STAFF:**

*Internal champion to work on a few heavy lifts*

**INTERNS & FELLOWS:**

*Partner with local business community to sponsor*

**CONSULTANTS & CONTRACTORS:**

*Hire experts for specific tasks needed to realize goals*

***The second step is to shake the metaphorical "money tree" and tap into funding and financing sources identified in this report.*** St. Helena is not starting from scratch when it comes to building out its financial capacity; there is already a robust existing business community with capital to tap into. A sustainable financial strategy will include a combination of ongoing and one-time funding sources, as well as financing tools that build on partnerships and community support.

***The third step is to focus on the short-term wins and actions that have a district-wide impact.*** The community of St. Helena is fatigued from planning efforts with no identifiable progress forward. One of the most impactful actions would be to catalyze regeneration of the St. Helena Hotel: getting it back online as a crown jewel of Main Street. The city needs to champion the effort to get a high-quality operator who is willing to invest in bringing the property back to life as a high-end boutique hotel. This reinvestment would demonstrate what Main Street can be and how it can attract new investment.

The city should use its additional staffing capacity to better articulate the value proposition of other existing assets by creating a marketing map of all downtown properties. A similar effort could be applied to parking by conducting a comprehensive parking inventory, identifying opportunities for shared parking on underused private lots, and implementing a signage and wayfinding program to direct people to the available spaces within the broader downtown street network.

Interim activation of the public realm is another easy, visible way to build community support and test the limits of what is possible in downtown St. Helena. Main Street, the laneways, and the broader street network all present opportunities for temporary tactical improvements and creative activation through public art and programming.

With increased staffing and funding capacity, as well as buy-in from the community, the city can then begin to tackle the longer-term "big deal" projects. Use the decision-making framework to prioritize the following projects and establish an implementation action plan:

- **Infill Development of Opportunity Sites**
  - ⟶ Identify the desired positioning, desired community benefits, and market differentiation between two or three new hotels.
  - ⟶ Identify experienced partners who can execute, define the most critical needs, and establish required design parameters, and then work to capitalize and build affordable housing (family, senior, workforce).
  - ⟶ Create a mechanism for public/private partnerships.
- **Reimagined Main Street Improvements**
- **Gateway, Identity, and Wayfinding Strategy**

St. Helena is a town with a great deal of potential. By building an authentic brand together with the community, the city will remain true to its historic identity and ensure that it is inclusive and representative of its residents. Placemaking strategies that support the brand, improve quality of life for visitors and residents alike, and look beyond just Main Street highlight opportunities for tactical urbanism as well as permanent infill development to activate the entire downtown fabric. With the outlined decision-making framework, the city will have the tools necessary to overcome its current institutional stagnation, build increased staffing and funding capacity, and get projects done.

This combination of community partnerships, intentional investment, and a clear strategy for growth will enable St. Helena to regain its position as the heart of Napa Valley, operating as a complete "small town" that fulfills the needs of current and future residents while sharing its authentic wine-country lifestyle with its visitors.



*Panelists at the final presentation.*

## About the Panel



**Jane Lin, AIA, Founding Partner, Urban Field Studio (TAP Panel Chair)**

Jane is a licensed architect and urban designer that wants to make the communities we live in more vibrant, memorable, and enduring. Jane holds a BA in Architecture, MS in Architecture, and a Master's in City Planning from UC Berkeley and is currently a lecturer in the Master of City Planning and Masters of Real Estate Development + Design programs. Jane was the co-founder of Urban Field Studio and has worked with her partners for many years prior to founding Urban Field Studio in 2014.

Her work includes urban design for transit area planning, revitalizing mixed-use districts, campus planning, and housing policy planning with local agencies throughout the western United States. Jane is particularly concerned about the public outreach process and the way we visually communicate with our communities and neighborhoods. She knows the conceptual strategies that she puts forward can only be successful when they are economically viable, community supported, and physically compelling in design.



**Nell Selander, Director of Economic & Community Development, City of South San Francisco (TAP Panel Co-Chair)**

Nell serves as the Director of the Economic & Community Development Department with the City of South San Francisco. In this role, she oversees four divisions critical to development throughout South City: Planning, Building, Economic Development, and Housing. Prior to this role, Nell served as Deputy Director of Economic & Community Development with the City of South San Francisco, managing winding down the former South San Francisco Redevelopment Agency, overseeing the City's affordable housing programs and Community Development Block Grant, and supporting the City's vibrant and growing business community. Before joining the City of South San Francisco, Nell served as the Economic Development Coordinator and then Economic Development & Housing Manager with the City of San Carlos. Prior to that, she worked on various, large capital projects for the Columbus Downtown Development Corporation in Columbus, Ohio. Nell received her Bachelor of Arts in American Studies from Stanford University and a Master of Urban Planning degree from New York University's Robert F. Wagner Graduate School of Public Service.



**John Bela, Principal and Founder, Bela Urbanism + Design**

John is an urban designer and landscape architect based in the Bay Area. A former partner at Gehl, the Copenhagen-based design consultancy, and co-founder of the Rebar Art and Design Studio - the creators of Park(ing) Day. John launched Bela Urbanism + Design in 2021, an urban design consulting practice. John's passion is to create human-scale neighborhoods, great streets, and a diverse, resilient public realm. John is a pioneer in user-generated urbanism and iterative placemaking and is skilled at applying human scale design from the scale of the neighborhood to the eye-level experience of everyday life. He holds degrees in landscape architecture and environmental design from UC Berkeley, biochemistry from UMass, Amherst, and Sculpture from the School of the Art Institute of Chicago.



**Noah Friedman, CEO/Co-Founder, Vibemap**

Ever since Noah was a kid, he has used his passion and enthusiasm to bring people together. Noah is currently using his skills to help strengthen human connection and increase social consciousness as the CEO and one of the co-founders of Vibemap.

Born and raised in Berkeley, social justice and environmental sustainability are the lenses that inform everything Noah does. He has spent over 20 years in architecture, urban design, planning, and real estate development. At the same time, Noah also has a lifetime of success in real estate and technology investments. Noah is dedicated to his family and friends, and he is committed to making the world a better place for as many people as possible.



**Jim Heid, Founding Partner, UrbanGreen Advisors & CraftWork Development**

Jim is an infill developer and strategic real estate advisor focused on the tools and techniques that lead to a more sustainable built environment. Jim founded CRAFT DnA, a real estate development company focused on incremental development and intentional place-building as a successor to his consultancy UrbanGreen.

A resident of nearby Healdsburg, CA for over 20 years, Jim sits on the community's *Housing Element Update Working Group*, and is a recently elected Board member of the *Healdsburg Chamber of Commerce*. He founded, developed and operates a downtown coworking and business incubator- **CraftWork** - and designed and developed an awarded high density infill housing project – **RiverHouse** - amidst the City's challenging growth management and archaic zoning codes.

An active member of the Urban Land Institute (ULI), Jim has participated in over 16 Advisory Service Panels, most recently Chairing a deep dive into Napa's Oxbow District (2018) and a panel looking at Tower Renewal in Toronto, Canada (2019). He writes and speaks regularly on sustainable design, resilience, and the value of small scale, incremental development. His new book – **Building Small: A Handbook for Real Estate Entrepreneurs, Civic Leaders and Great Communities** was published by ULI in 2021 and has received national acclaim as the best resource for communities seeking alternative approaches to infill and regenerate their community fabric. Based upon research gained through 18 Small Developer Forums which Jim organizes and runs, Building Small articulates the what, why and how of small scale development, and how it results in more economically resilient and socially positive outcomes than institutional development models.

Trained as a landscape architect at the University of Idaho, Jim went on to receive a Master's degree in Real Estate Development from MIT as a way to more effectively integrate economics, development and design thinking.



**Paul Peninger, Principal, BAE Urban Economics**

Paul is an urban economist and planner specializing in the policy and planning intersections between financial feasibility, planning and sustainable development.

Throughout his 25-year career as a consultant, teacher, and community development finance professional, Paul has maintained a strong commitment to affordable housing as the cornerstone of equitable and sustainable communities and has successfully led or participated in hundreds of affordable housing plans, strategies, policy studies, and implementation projects in diverse communities across the country. In addition to housing, Paul has a deep background in real estate feasibility analysis and finance spanning the full range of land use and development types.

Paul is a Principal with BAE. He has led planning and economics projects relating to sustainability and resilience across the United States, Latin America and Australia. He has been an appointed lecturer in land economics for the Master of Urban Design program at the University of California, Berkeley since 2002, and currently teaches the core course on real estate economics and market analysis for Berkeley's graduate program in Real Estate Development and Design (MRED+D).

A native of California, Paul has lived and worked in Latin America and is fluent in Spanish.



**Edith Ramirez, Assistant City Manager for Development Services, City of Morgan Hill**

Edith is the Assistant City Manager for Development Services in Morgan Hill, California (Population ~45,000). She supports the areas of Planning, Building, Code Compliance, Housing and Economic Development as well as the City's Diversity, Equity, and Inclusion efforts. Edith has 28 years of community, business, and local government experience. Edith is passionate about improving communities by bringing people together to develop tactical plans that result in economic vibrancy, placemaking and long-term sustainability.

Edith started her career in local government as a policy advisor and community relations manager for a Council District 6 in San Jose, CA (Population ~100,000). Later, she spent eleven years with the San Jose Redevelopment Agency and worked in Downtown Development, Project Management, and Industrial Development. For the last twelve years,

Edith has led the City of Morgan Hill's Economic Development program and through extensive community and business engagement championed the revitalization of Downtown and the development of over 2 million square feet of new commercial and industrial investments in a community that had not seen any commercial or industrial development in nearly 3 decades.

Edith is active with the Silicon Valley Economic Development Alliance, the Urban Land Institute (ULI) and International Council of Shopping Centers (ICSC). Edith is on the Boards of Visit Morgan Hill and the Santa Clara County Fairgrounds. Edith holds a bachelor's degree in Political Science and a Master's in Public Administration from San Jose State University. Edith was born in Mexico City and immigrated to the Bay Area as a young adult. She is a mother of two young children, and lives in Morgan Hill.



**Mariana Ricker, Associate, SWA San Francisco (TAP Report Writer)**

Mariana, a Bay Area native, has a passion for California landscapes and emphasizes the importance of site specific, sustainable landscape design. She enjoys working in urban settings that engage diverse user groups and activate the spaces that are most important to civic life.

As a landscape architect, Mariana seeks to create memorable experiences, connect people to the environment, and provide elegant solutions to programmatic needs. At SWA, she works on a wide range of projects from community parks to large-scale urban development and planning around the Bay Area and beyond.

Mariana holds a degree in landscape architecture from the University of California, Berkeley and is professionally licensed.

Mariana has been a member of ULI since 2018 and has previously been the writer on two TAPs: City of San Jose American Cities Climate Challenge and Parking Management, as well as City of Dublin SCS Property. Currently the vice chair of the TA4C Committee with the ULI SF District Council, Mariana is also involved nationally as a newly appointed member of the Sustainable Development Council.

## Appendixes & Sources

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FF. Southern Kitchen, *Photo by Andrew Nelles, The Tennessean*
GG. Sydney Australia's Laneways Temporary Art Program
HH. Larimer Square [Official Site]
II. Morgan Hill Economic Blueprint, City of Morgan Hill, 2017

**Complete List of Stakeholders**

- Cynthia Ariosta, Managing Partner, Tra Vigne Pizzeria and Restaurant
- Guneet Bajwa, Owner, Alila Hotel Napa Valley
- Oliver Caldwell, Owner, Caldwell Snyder Gallery
- Amy Carabba-Salazar, CEO, St. Helena Chamber of Commerce
- Antonio Castellucci, Real Estate Developer
- Paul Dohring, Mayor
- Jeff Feeney, Coldwell Banker broker
- David Gates, President Emeritus, Gates + Associates
- Linda Gates, Vice President, Gates + Associates
- Sarah Gillihan, Visit Napa Valley
- Joel Gott, food and wine entrepreneur
- Eric Hall, Vice Mayor
- Lester Hardy, City Council member
- Mark Hoffmeister, Owner-Operator, Wydown Hotel
- Dave Jahns, Parks and Recreation Director, City of St. Helena
- David Knudsen, Community Leader/Former City Council member
- Joe Leach, Public Works Director, City of St. Helena
- Joaquin Razo, Executive Director, Blue Zones Project - Upper Napa Valley
- Patrick Rue, Erosion Wine
- Dan Schaefer, Principal and Vice President, BKF Engineers
- Glenn Smith, Commissioner, Active Transportation and Sustainability Committee
- Loraine Stuart, Board President, St. Helena Family Center
- David Walker, President, Engine Real Estate

**Linked Reference Materials**

- Cultivate St. Helena Staff Report
- City of St. Helena Zoning Code Update, Public Review Draft, October 2022
- Morgan Hill Economic Blueprint
- Staff Report to the City Council, "Long Range Financial Forecast Budget Strategies" Memo by Baker Tilly
- "EIFDs: Enhanced Infrastructure Financing Districts Overview - California's Flexible Infrastructure Tool"

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# ADAMS STREET HOTEL & RESIDENCES

1001 Adams Street,  St. Helena, Calif.

City of St. Helena Council Meeting December 12, 2023

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**WHY ARE WE HERE?**

*Tonight, we are here to receive conceptual feedback from the public and the Council for the following requests:*

- General Plan and Zoning Amendment from Business and Professional Office to Central Business.

- Entitlements to allow:
  - A three story 75-room hotel with:
    - ground floor cafe, retail, conference center, and spa;
    - rooftop pool and restaurant/bar,
    - underground valet parking, and
  - 10 for sale residences on the two upper levels
  - Offsite affordable housing



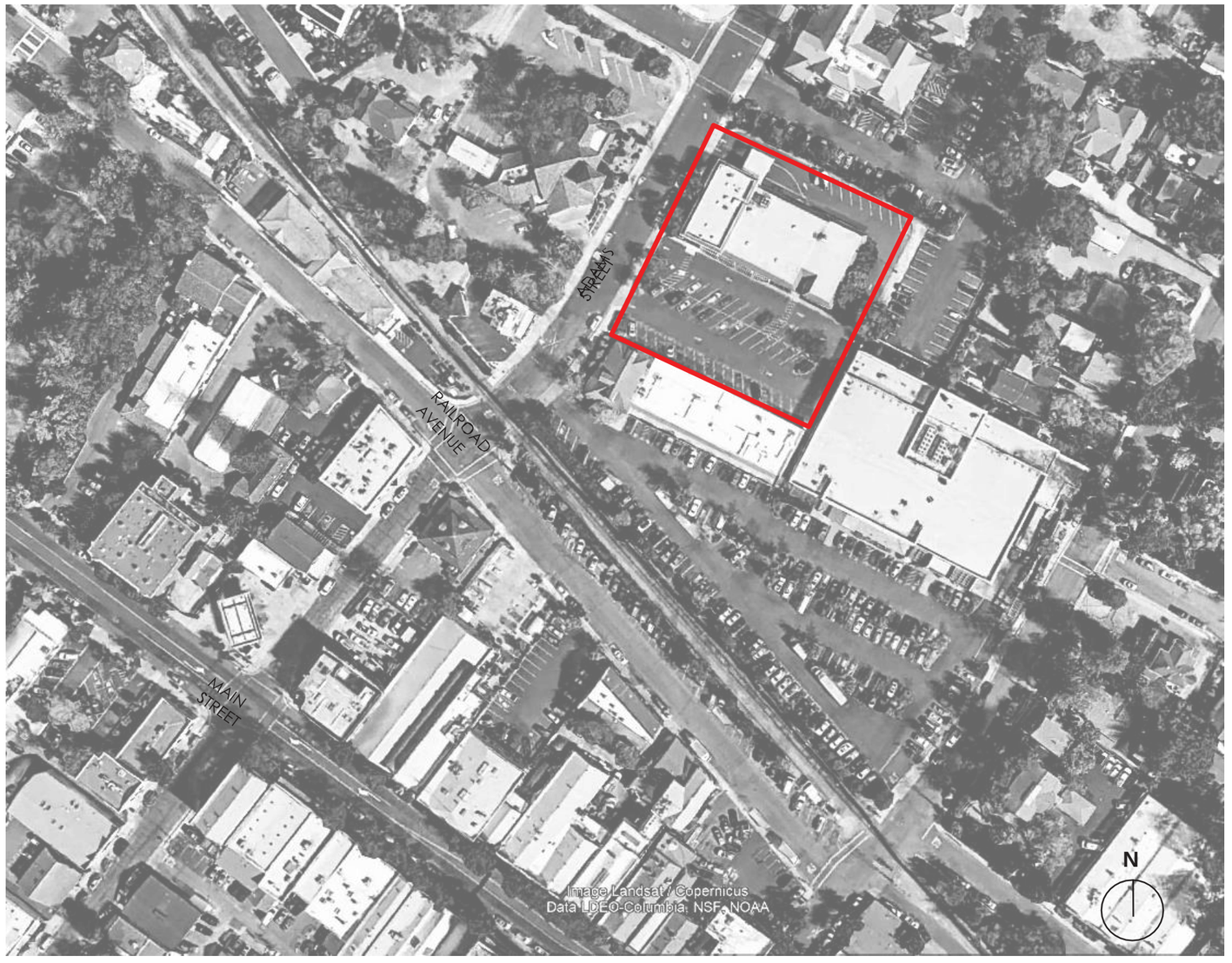
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## PROJECT SITE

The Project Site is located at 1001 Adams Street.

Two blocks east of the Main Street.

Bordered on all sides with commercial property.






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# PROJECT SITE - EXISTING PICTURES



LOOKING WEST FROM REAR CORNER OF SITE



LOOKING SOUTH ON ADAMS TOWARD SITE



ADAMS ST. HOTEL & RESIDENCES

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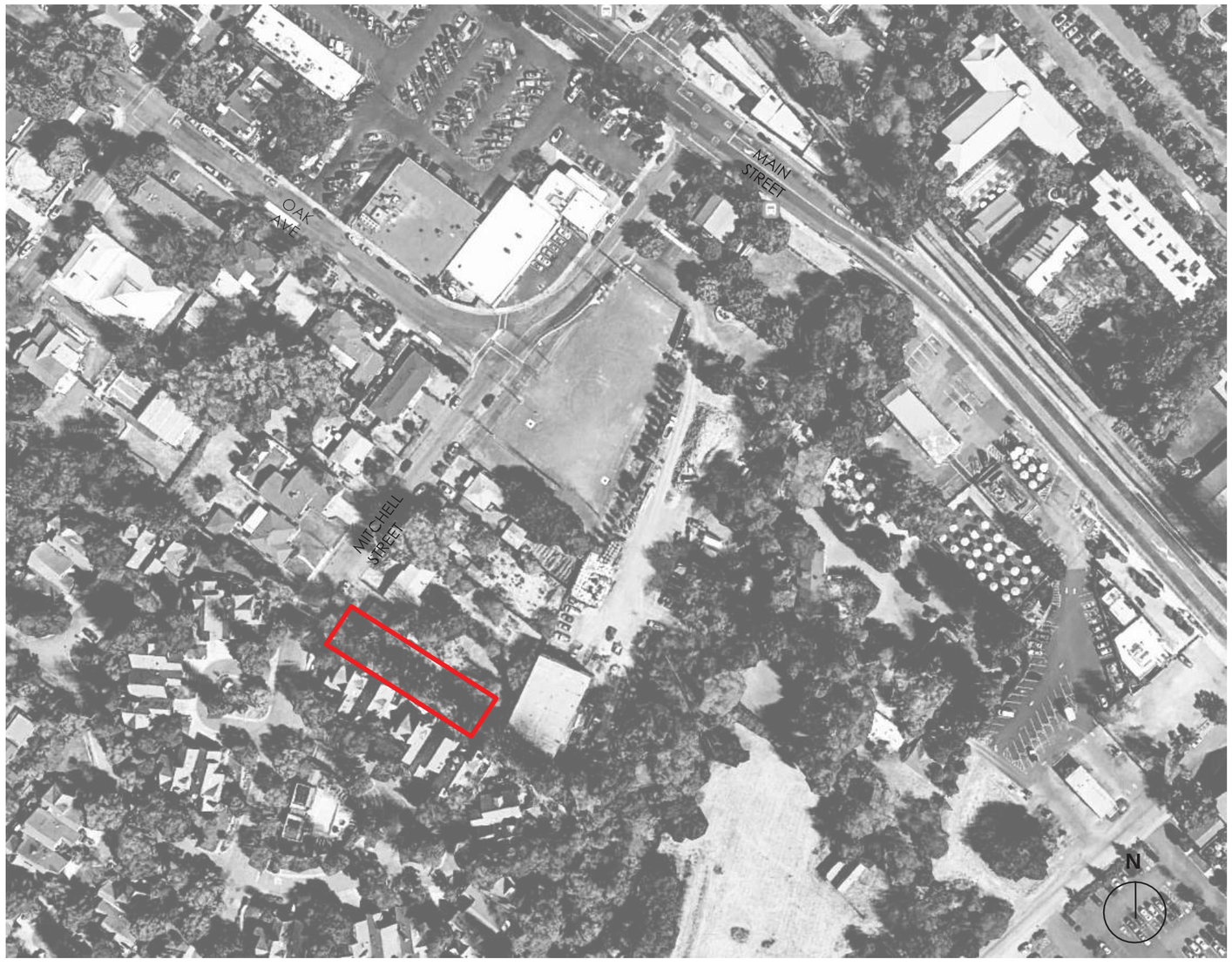
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## AFFORDABLE HOUSING SITE

The affordable housing site is located at 1341 Mitchell Drive

Two blocks west of the Main Street

Zoned for high density residential.






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## ULI TAP STUDY

The Project Site was identified as in the "**Downtown Network/Flex Zone of the Downtown Core**" and was specifically designated as a **"Near Term Opportunity Catalyst Site"** for a boutique hotel in the recently released Community Revitalization Study ("ULI TAP Study"). The ULI TAP Study **strongly supported development of a new boutique hotel** at The Project Site and defined such a proposal as a "**Big Deal"** project. In addition to the identification of The Project Site to include a boutique hotel the ULI TAP Study encouraged **mixed use and affordable housing** opportunities

THE COMMUNITY REVITALIZATION STUDY TECHINICAL ASSISTANCE PANEL REPORT (ULI MARCH 13-14,2023) IDENTIFIED FOUR OPPORTUNITY SITES FOR NEW DEVELOPMENT. EACH SITE HAS A DIFFERENT PROPOSED USE TO REVITALIZE THE DOWNTOWN NETWORK OF ST. HELENA. THE PROJECT SITE WAS IDENTIFIED AS A NEAR TERM BOUTIQUE HOTEL.




SOURCE: Community Revitalization Technical Assistance Panel Report prepared for the City of St. Helena, ULI, March 13-14, 2023 "ULI TAP"

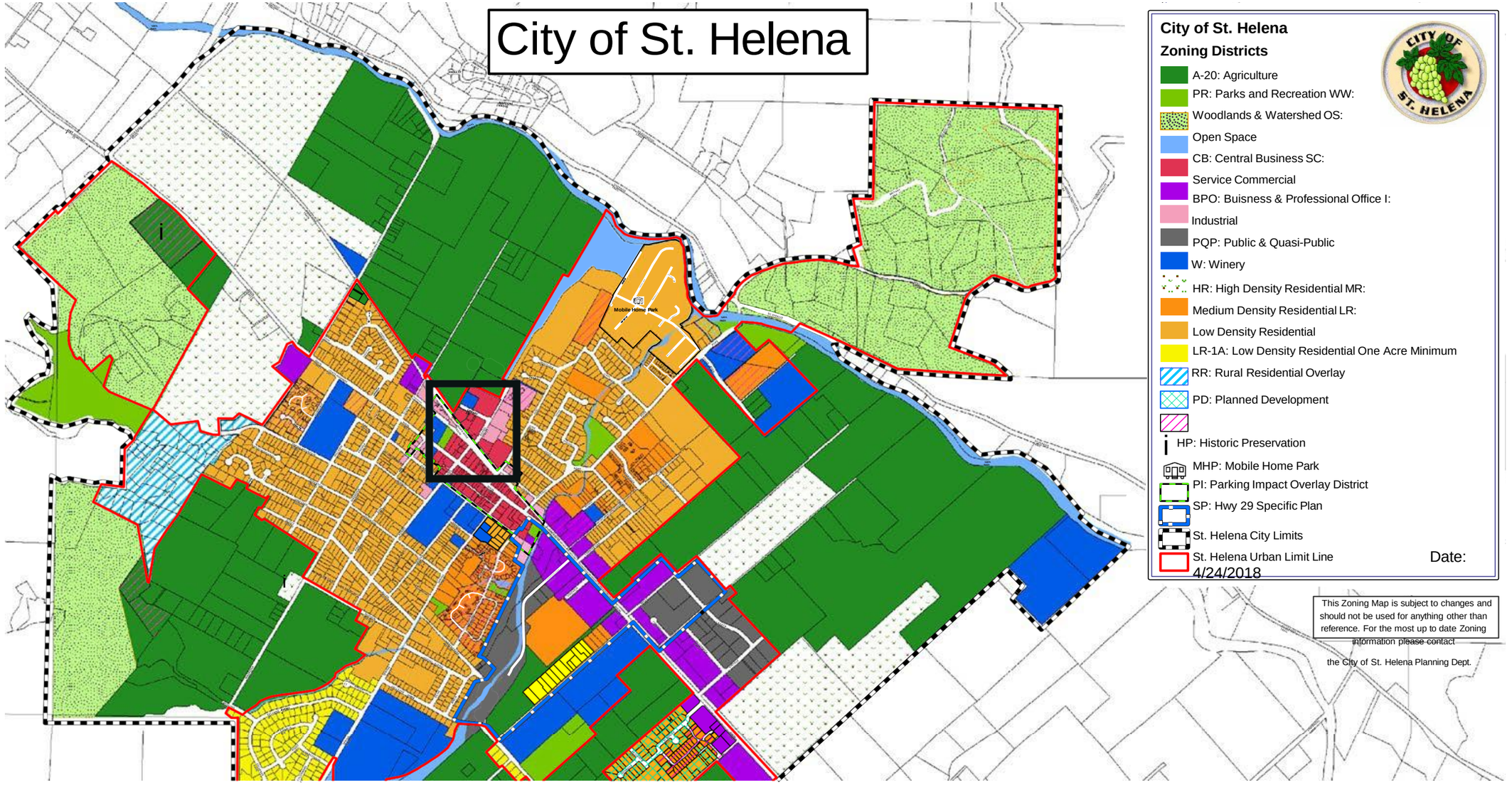


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# CURRENT ZONING MAP & LOCATION




ADAMS ST. HOTEL & RESIDENCES

CURRENT ZONING MAP

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## CURRENT & PROPOSED ZONING









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## CONNECTION TO MAIN STREET & RAILROAD AVE






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## COMMUNITY BENEFITS

- Design. The Project is sustainably designed with ultra energy and water efficient construction methods.
- The Site is a Keystone project location positioned to activate pedestrian traffic to Main Street and Railroad Avenue and provide activity that would support local businesses and retail establishments. The conference center provides an opportunity for local businesses to utilize it for larger scale meetings.
- The Market positioning of the Project in the ultra-luxury sector is consistent with the high-end St. Helena brand. The luxury spa and wellness center is proposed to be open to the public.
- Parking. All employee and visitor parking are provided (almost 100) for on-site in the basement away from the public view.
- The open to the public restaurant and bar is located on the third floor overlooking views of Mt. St. Helena offers locals and visitors a unique elevated experience.
- Housing. The Affordable Housing Site provides an opportunity for 7-9 affordable housing units for the employees and local workforce community.. The Project includes ten market rate residential units to support the City's Regional Housing Needs Allocation (RHNA).
- Consistent with the General Plan. This proposal is consistent with 39 General Plan Policies.
- Transient Occupancy Tax (TOT) to help fund civil improvements and recreation facilities and provide long term financial reserves. The summary of the economic projections shows that if the Project gains entitlement approval in 2024 and construction commences in 2025 and concludes by 2027. By 2028 the Project, in its first year of operations, would provide an estimate of $2.8M of total annual revenue to the City inclusive of Transient Occupancy Tax, Property Tax, and Sales Tax. By year five, the Project economic projections estimate to provide over $3M annual revenue for the City. The estimated 20-year total revenue for the City is $73M.



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# INVESTMENT & ECONOMIC ANALYSIS

TABLE ONE: CITY BENEFIT SUMMARY

## Adams Street Hotel & Residences

St. Helena, CA - Napa Valley

75 Hotel Suites

10 Penhouses

Assumptions:

70% average occupancy in Year 2 and thereafter.

Excludes on-premise group event, retail, and spa sales and off-site affordable housing.

| Revenue Estimates for City | 2027 Half-Year 1 | 2028 Year 2 | 2029 Year 3 | 2030 Year 4 | 2031 Year 5 | Est. 20-Year Totals |
|---|---|---|---|---|---|---|
| Transient Occupancy Tax | $ 1,084,546 | $ 2,439,441 | $ 2,512,624 | $ 2,588,003 | $ 2,665,643 | $ 62,355,661 |
| Property Tax | $ 99,600 | $ 123,480 | $ 129,392 | $ 132,458 | $ 136,518 | $ 3,123,253 |
| Sales Tax (on- and off-premise) | $ 107,406 | $ 246,276 | $ 258,590 | $ 271,520 | $ 285,096 | $ 7,628,443 |
| Total | $ 1,291,552 | $ 2,809,197 | $ 2,900,607 | $ 2,991,981 | $ 3,087,257 | $ 73,107,358 |



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# Architectural Design

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## VISION STATEMENT FOR THE ADAMS STREET HOTEL & RESIDENCES

*A luxury boutique hotel and residences*
*designed with contemporary architecture*
*that provides a range of suites and amenities, such as:*
*a rooftop restaurant with a view of Mt. St. Helena*
*a spa, fitness center, conference room, and retail*
*located in the heart of downtown St. Helena.*



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PALISADES LAND USE CONSULTANCY

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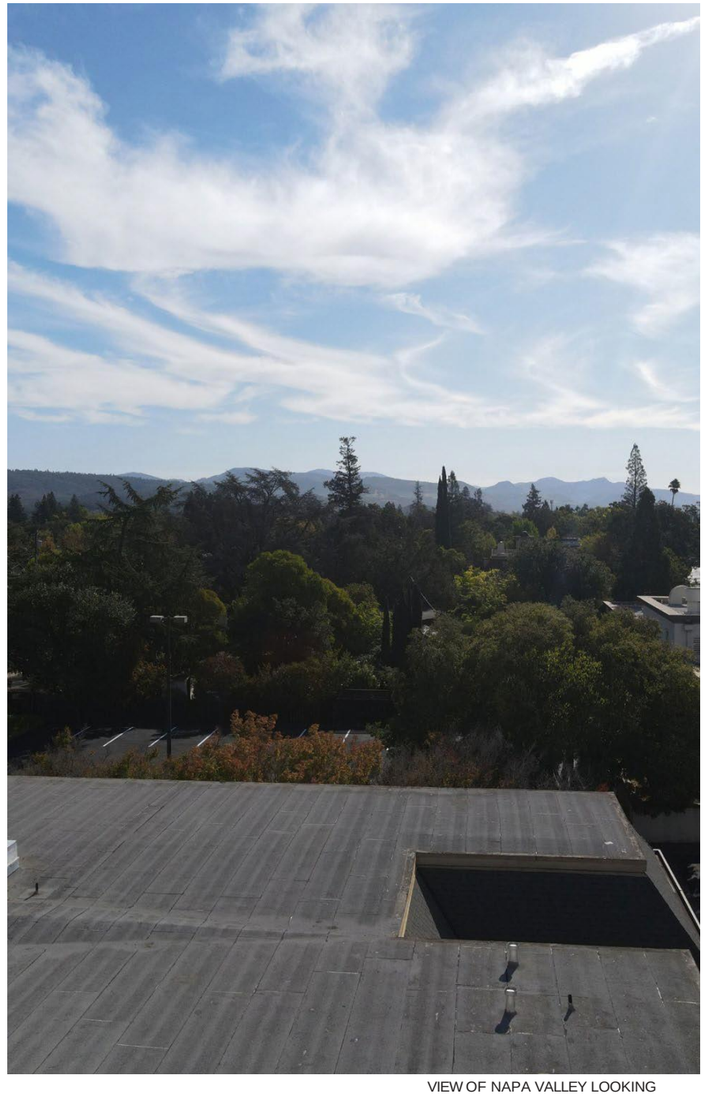
# PROJECT SITE - VIEWS AT + 26’



VIEW OF MOUNT ST. HELENA LOOKING NORTH



VIEW OF ST. HELENA LOOKING WEST



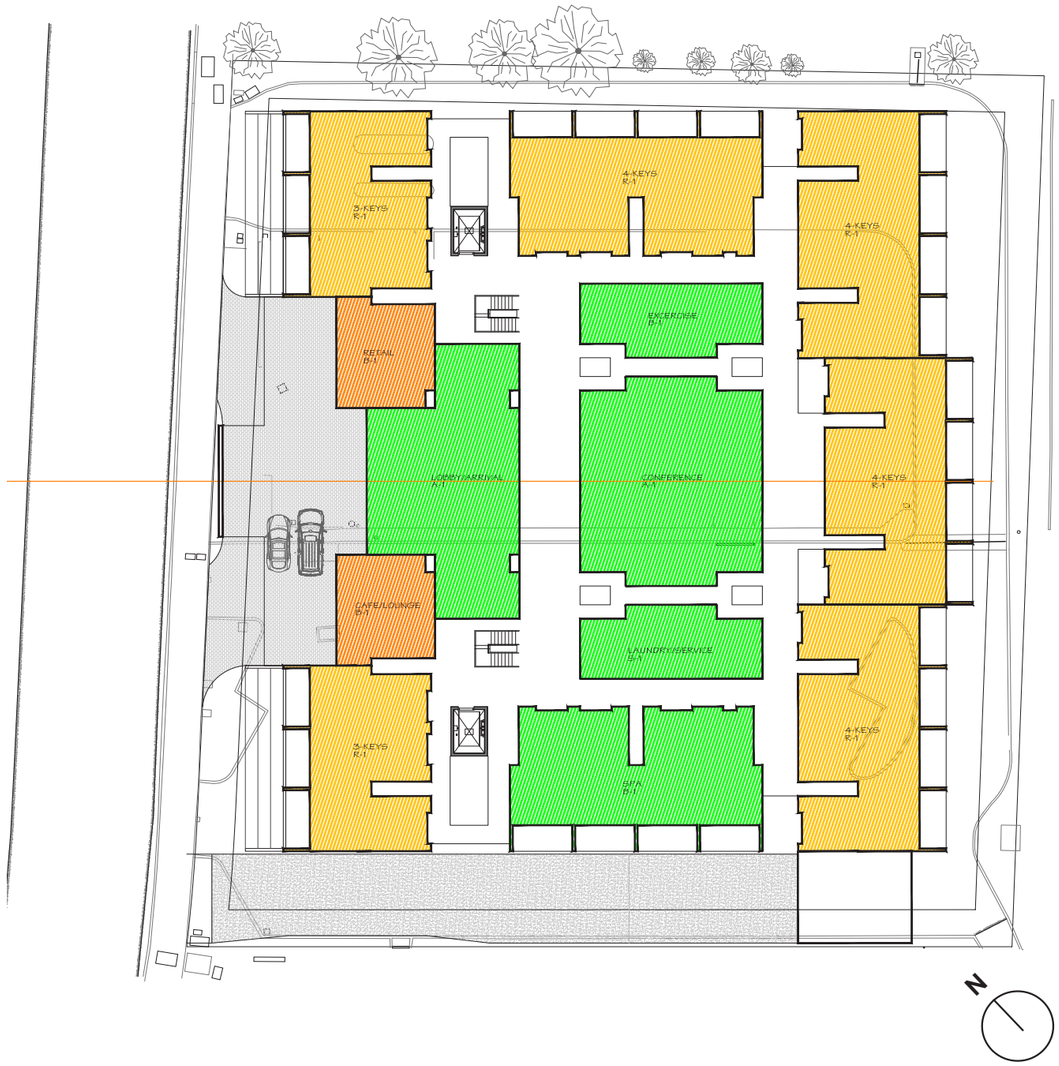
VIEW OF NAPA VALLEY LOOKING SOUTH

ADAMS ST. HOTEL & RESIDENCES

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PALISADES LAND USE CONSULTANCY

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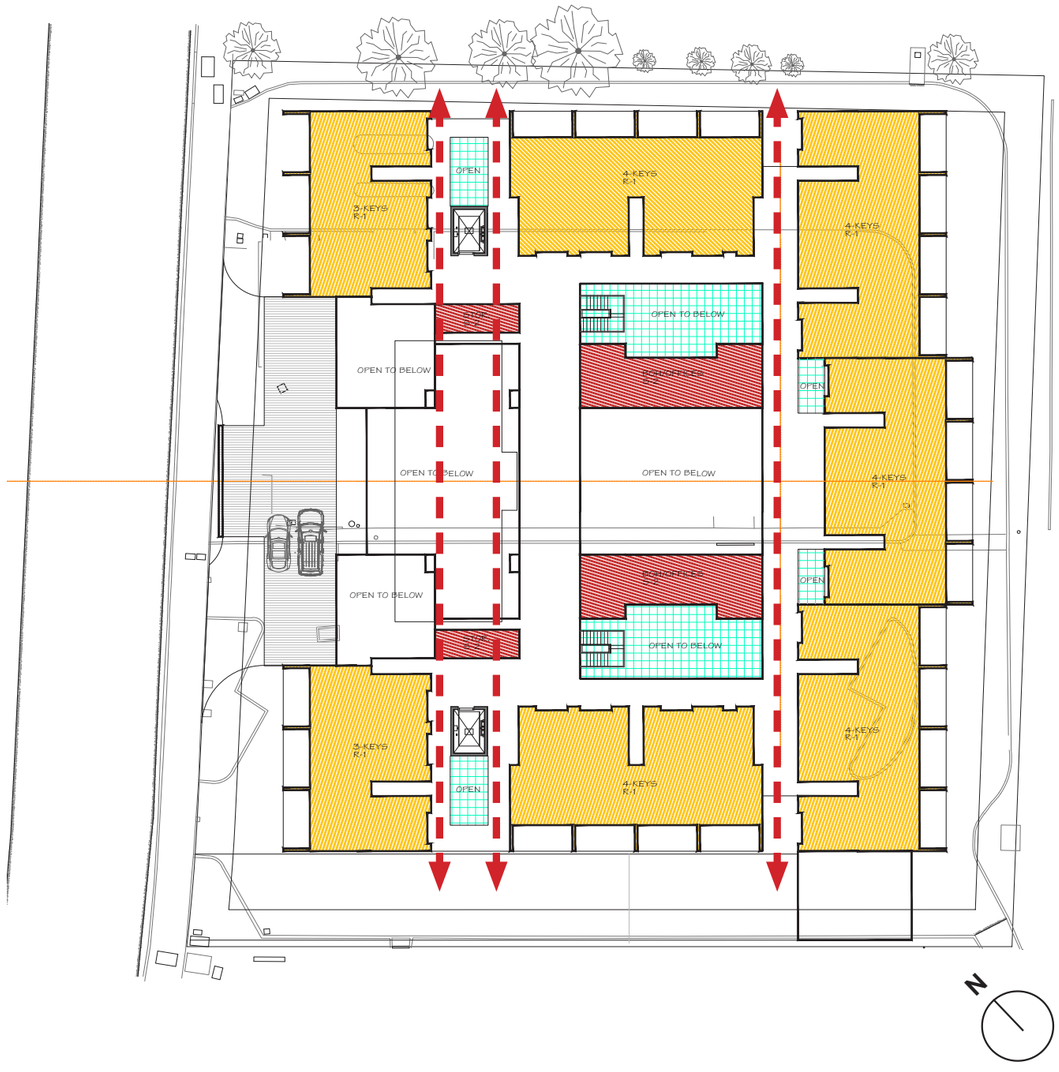

| First Floor<br>21145 sqft (conditioned) | | |
|---|---|---|
| | Lobby/Arrival | 2,364 |
| | | |
| | Retail | 746 |
| | | |
| | Café/Lounge | 746 |
| | | |
| | Gym | 875 |
| | | |
| | Conference | 2,539 |
| | | |
| | Laundry/Service | 875 |
| | | |
| | Spa | 2,000 |
| | | |
| | (22) Guestrooms | 11,000 |

| | Unconditioned | |
|---|---|---|
| | (22) Patios | 990 |
| | | |
| | Walkways | 7,975 |
| | | |
| | Elevators | 260 |
| | | |
| | Stairs | 230 |



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| Second Floor<br>14832 sqft (conditioned) | | |
|---|---|---|
| | Administration/BOH | 1,482 |
| | | |
| | Storage | 350 |
| | | |
| | (26) Guestrooms | 13,000 |

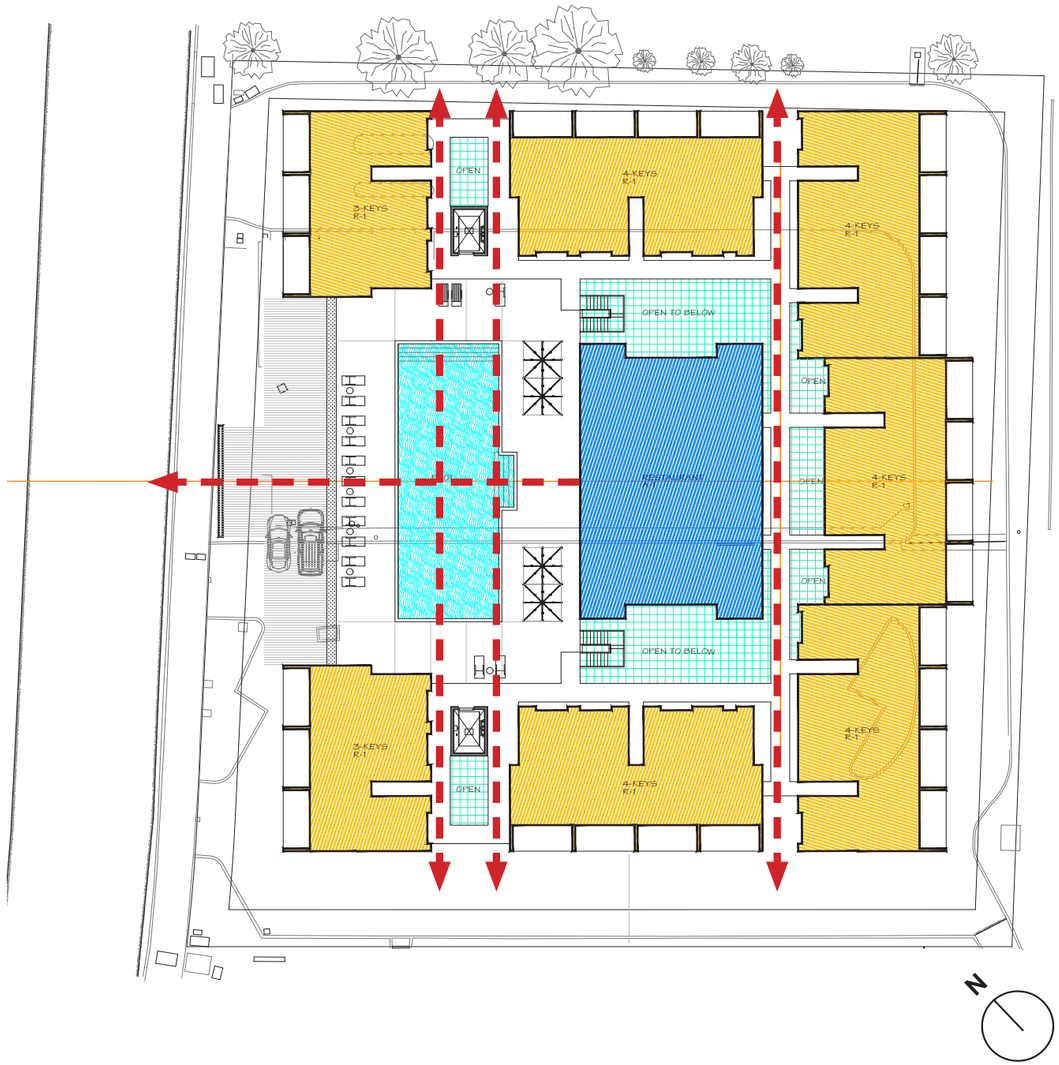
| | Unconditioned | |
|---|---|---|
| | (26) Patios | 1,170 |
| | | |
| | Walkways | 7,083 |
| | | |
| | Elevators | 260 |
| | | |
| | Stairs | 230 |
| | | |
| | Light Well | |

VIEW CORRIDORS



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| Third Floor<br>16386 sqft (conditioned) | | |
|---|---|---|
| | Restaurant | 3,386 |
| | | |
| | (26) Guestrooms | 13,000 |

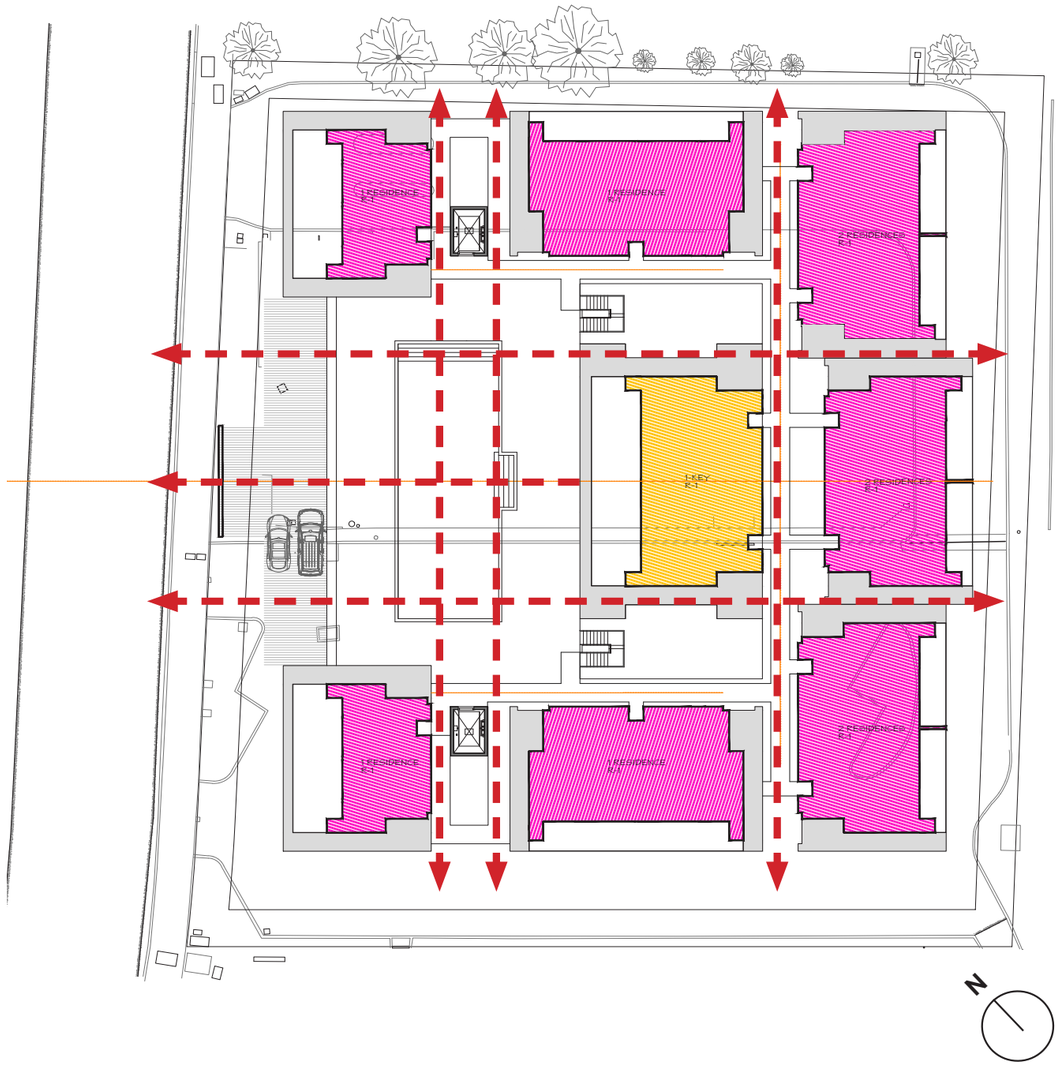
| | Unconditioned | |
|---|---|---|
| | (26) Patios | 1,170 |
| | | |
| | Pool Deck | 6,723 |
| | | |
| | Walkways | 3,668 |
| | | |
| | Elevators | 260 |
| | | |
| | Stairs | 230 |
| | | |
| | Light Well | |

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| Fourth Floor<br>14500 sqft (conditioned) | | |
|---|---|---|
| | (1) Primium Suite | 1,754 |
| | | |
| | (6) 2-Story Residence (1st floor) | 7,494 |
| | | |
| | (2) 2 BD/2 BA Residence | 3,480 |
| | | |
| | (2) Premium View Residences | 1,772 |

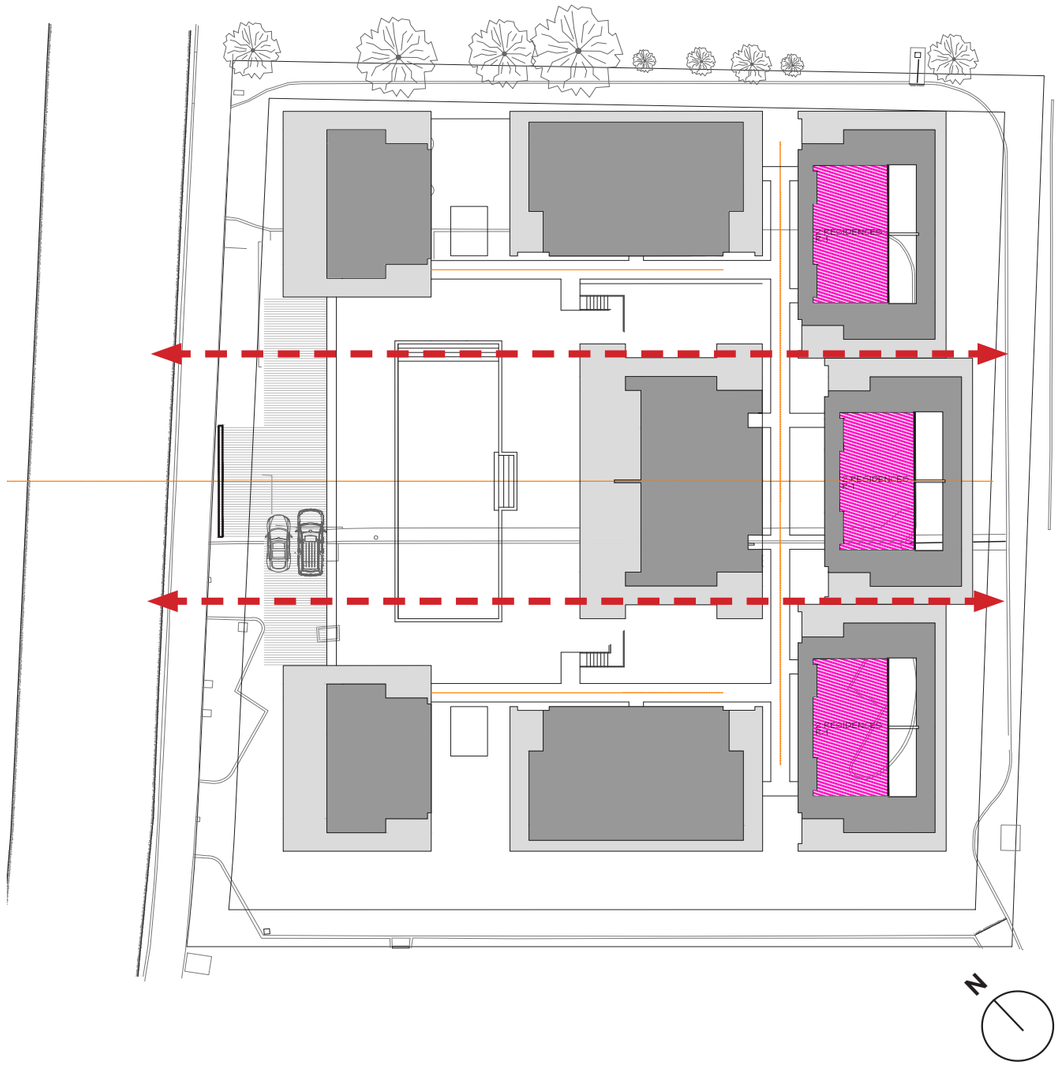
| | Unconditioned | |
|---|---|---|
| | (1) Patio | 503 |
| | | |
| | (10) Rooftop Patios | 2,862 |
| | | |
| | Walkways | 2,270 |
| | | |
| | Elevators | 260 |
| | | |
| | Stairs | 230 |

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| Fifth Floor<br>2200 sqft (conditioned) | | |
|---|---|---|
| | 2-Story Residence (2nd floor) | 2,200 |

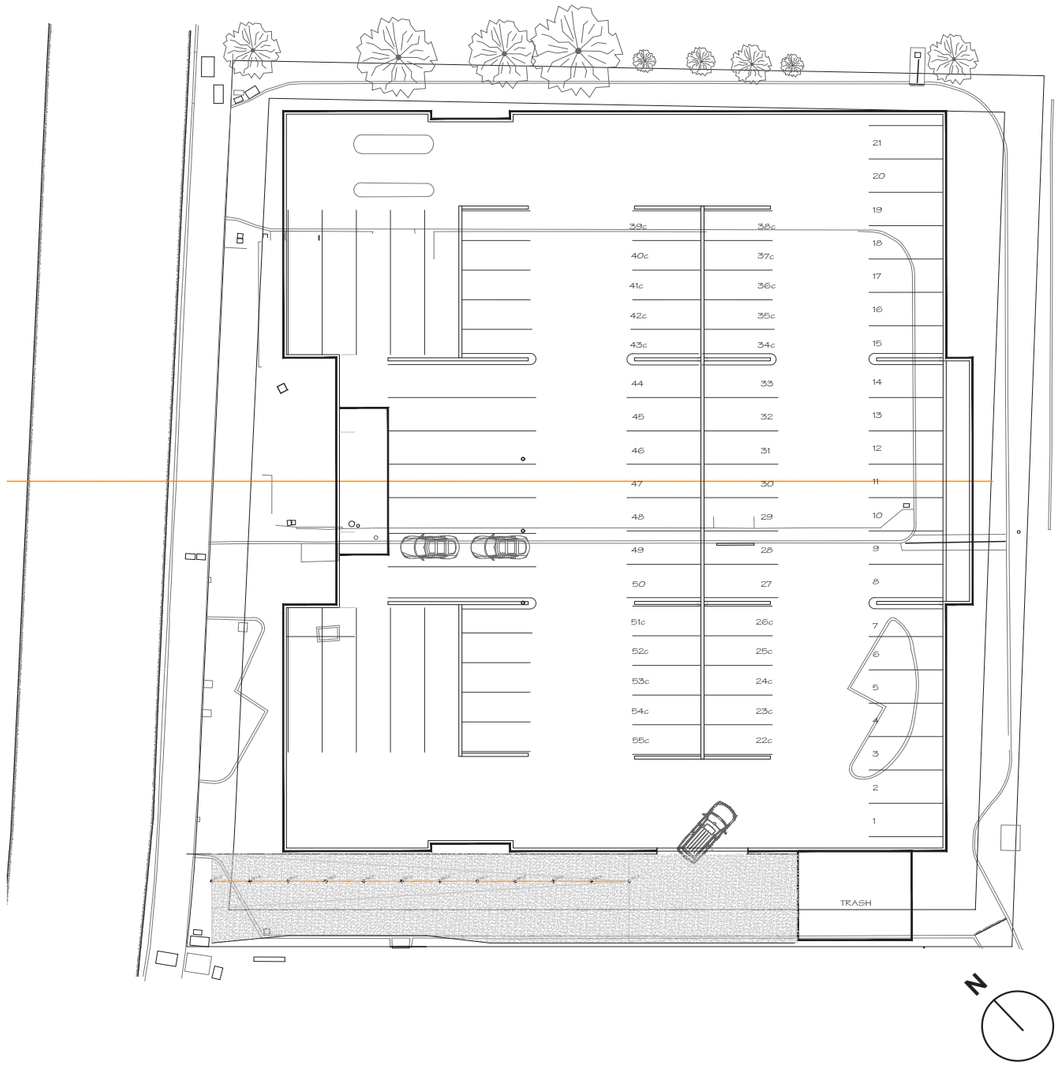
| | Unconditioned | |
|---|---|---|
| | Patio | 1,170 |
| | | |
| | Walkways | N/A |
| | | |
| | Elevators | N/A |
| | | |
| | Stairs | N/A |

VIEW CORRIDORS



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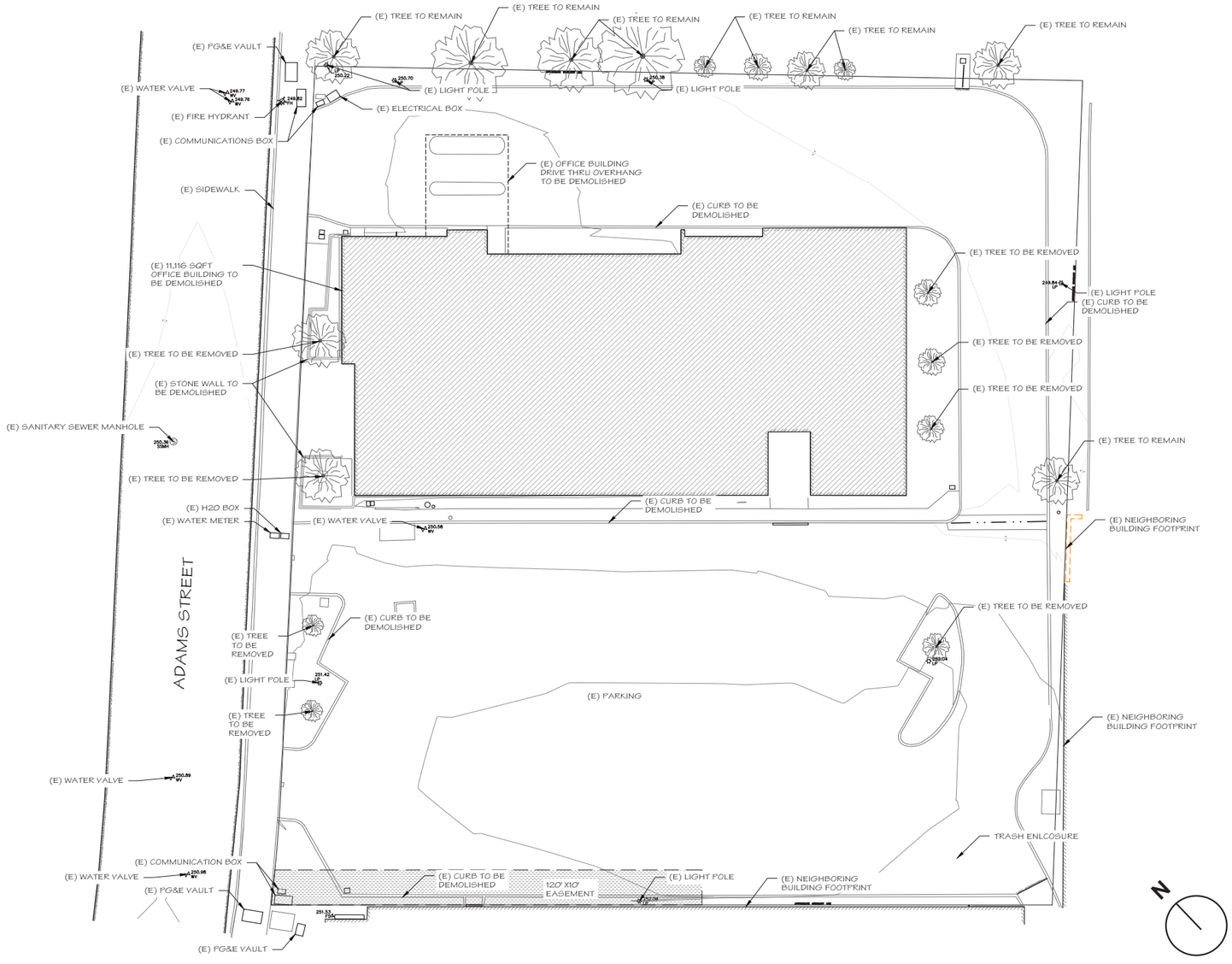

| | Basement | |
|---|---|---|
| | **33,186 sqft (un-conditioned)** | |
| | Total Parking Spaces | 97spcs |
| | 20 Compact | |
| | 31 Standard | |
| | 17 Standard Tandem | |
| | | |
| | 20/97=20.6% Compact (30% allowed) | |
| | All Parking to be On Site Valet | |

ADAMS ST. HOTEL & RESIDENCES

BASEMENT FLOOR PLAN & SQUARE FEET

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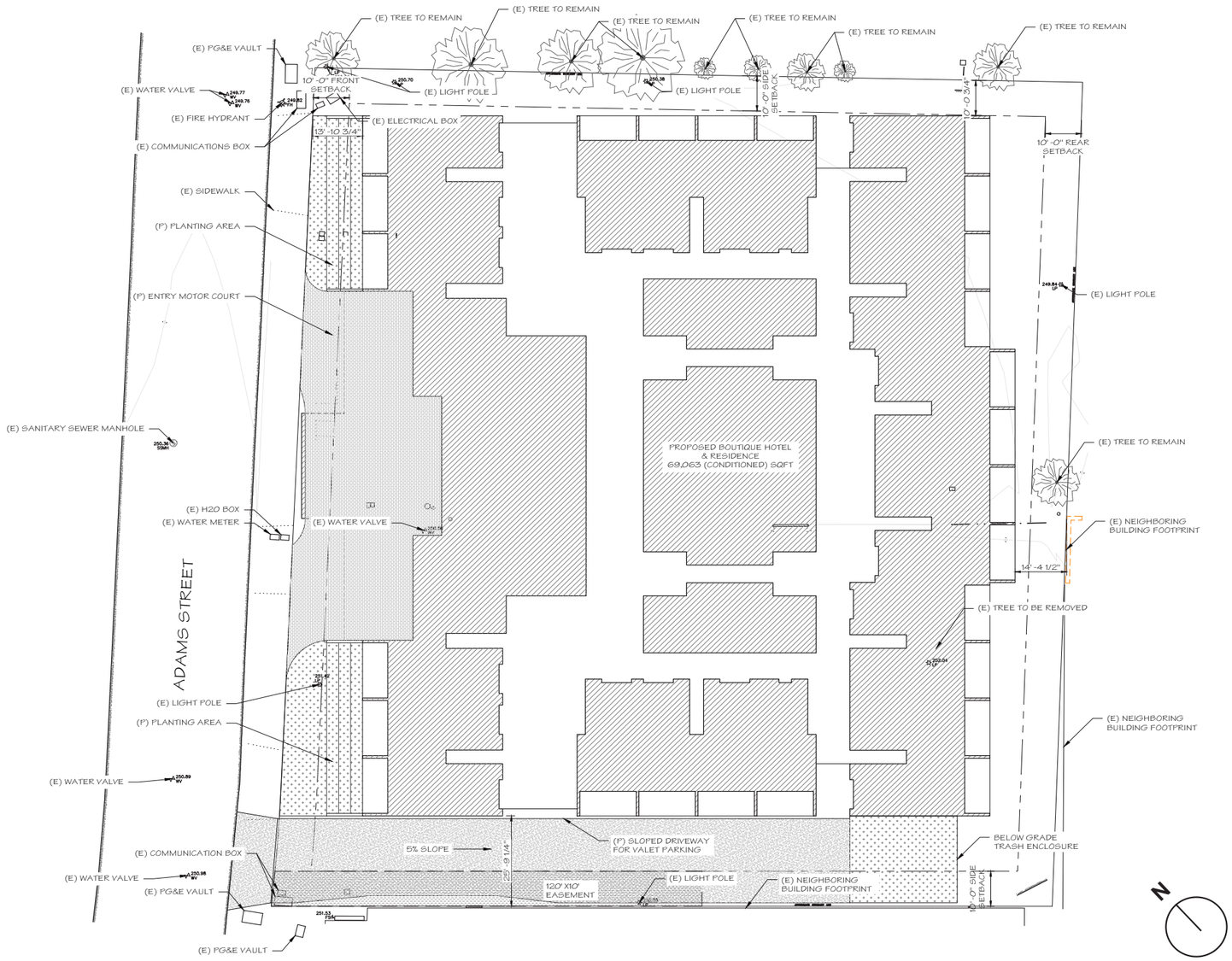



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EXISTING SITE PLAN

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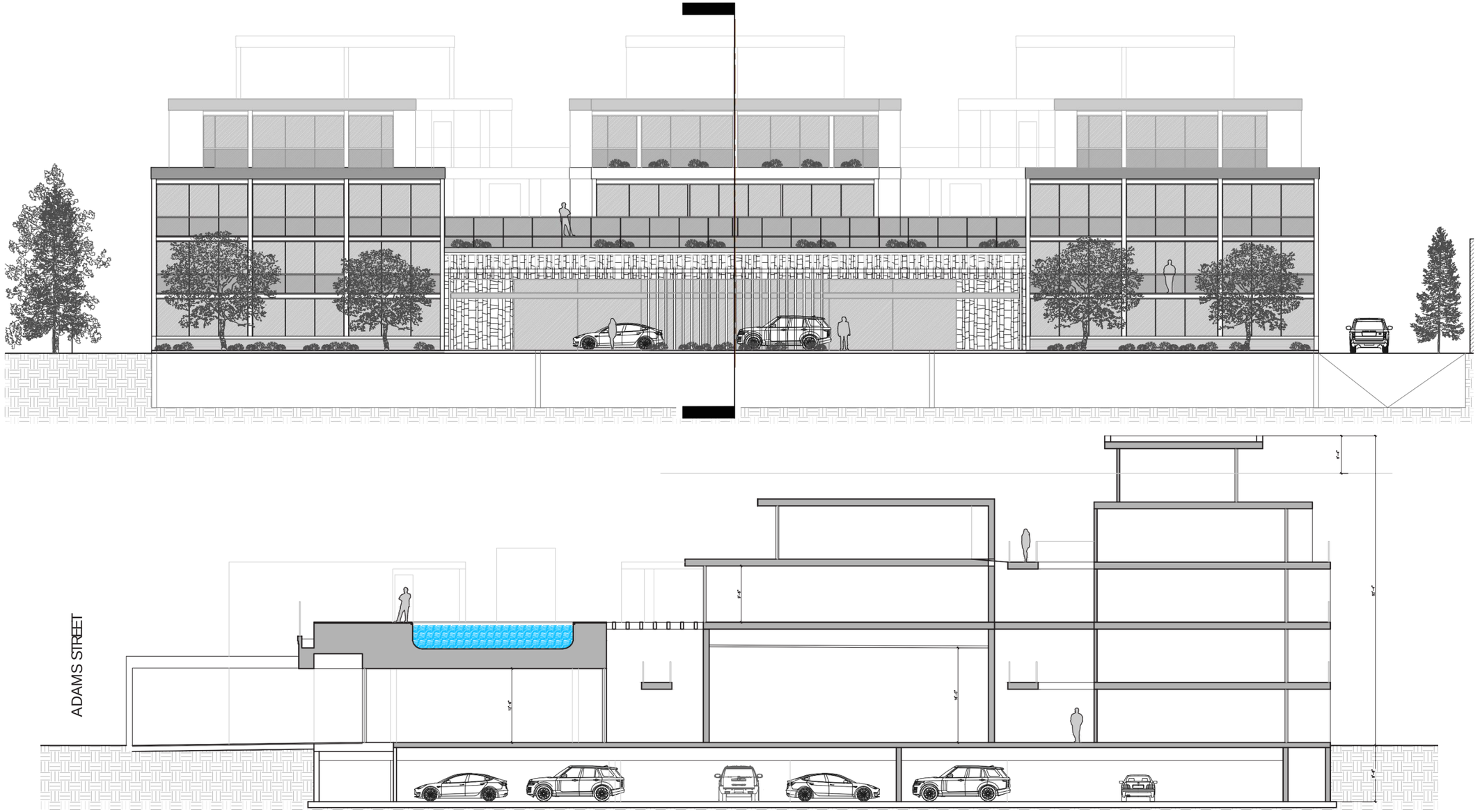



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PROPOSED SITE PLAN

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ELEVATION & SECTION

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ADAMS ST. HOTEL & RESIDENCES

RENDERED VIEW WITH IDENTIFIED PROGRAM

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ADAMS ST. HOTEL & RESIDENCES

RENDERED VIEW LOOKING NORTHEAST FROM MAIN & ADAMS

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ADAMS ST. HOTEL & RESIDENCES

RENDERED VIEW FROM INSIDE THE RESTAURANT LOOKING NORTH

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ADAMS ST. HOTEL & RESIDENCES

RENDERED VIEW FROM INSIDE THE RESTAURANT LOOKING NORTH

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*We welcome your feedback.*

*Thank you!*



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PALISADES LAND USE CONSULTANCY

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***Staff recommends that the City Council provide the applicant feedback on the concept plan including but not limited to:***

1. *Request for a General Plan Amendment and Zoning Map Amendment to Central Business District to accommodate the mixed-use project at the proposed location;*

2. *Potential issues or concerns about the concept, including the Variance requests to allow an additional 7' to the overall height and to allow the landscape buffer at 20' and provide more than the maximum 8' front setback;*

3. *Preference on if the bar/restaurant component should be active ground floor use that engages the street versus upper floor; and*

4. *Points of emphasis to address with the formal application and Development Agreement.*

Lynn and Edward Poole
555 Wheeler Lane
St. Helena, CA 94574

December 11, 2023

VIA EMAIL: mderosa@cityofsthelena.org

Maya Derosa
Community Development Director
1088 College Ave
St Helena Ca 94574

RE: ADAMS STREET HOTEL & RESIDENCES

Dear Ms. Derosa:

My wife and I are residents of St. Helena at 555 Wheler Lane, and make frequent trips to Main Street. We have reviewed the plans for the Adams Street Hotel and Residences and are supportive of the project. Architecturally, we thin it is a great looking building. It's proximity to Main Street is also a big plus – how very beneficial for guests to walk and shop on Main Street We believe the City needs more hotel rooms and use those taxes for city infrastructure improvements

We urge your support of the project.

Very truly yours,

/s/

Lynn and Edward Poole

**From:** Carmen Policy
**To:** cityclerk
**Subject:** [External] Adams Street Hotel & Residences - City Council Meeting 12-12-2023
**Date:** Monday, December 11, 2023 6:12:59 AM

Dear Clerk of City Council,
Please include my hearty endorsement of the Adams Street Hotel & Residences plan being brought before our City Council on Tuesday December 12, 2023. I have reviewed the plan ( ADAMS STREET HOTEL & RESIDENCES) and find it to be extremely exciting and capable of meeting so many needs of our entire community with minimal impact to the area's functionality or quality of use. The advantages speak for themselves in the report and offer so many advantages from a business, finance, life style, services with acceptable impact on the public services required.
Thank you for the opportunity to weigh in on this project.

Carmen A. Policy
St. Helena, CA 94574

NAPA COUNTY BICYCLE COALITION

December 11, 2023

Re: Agenda Item 13.1 Pre-Application Review for Adams Street Development – Public Comment

Dear Mayor Dohring and Councilmembers,

The Napa County Bicycle Coalition (NCBC) represents over 2,000 members and supporters throughout Napa County in advocating to make riding a bicycle in our communities safe, convenient, and accessible for riders of all ages and abilities. For over 15 years, NCBC has worked with local organizations, businesses, elected officials, and the public to align our transportation infrastructure with the needs of cyclists and other active transportation users.

As City Council provides feedback on the Castellucci's concept plan for a mixed-use development at 1001 Adams Street, the Napa County Bicycle Coalition requests that Council include the following feedback to the applicants for their formal application:

1) Provide short-term bicycle parking for the amenities open to the public – the café, restaurant and bar, fitness center, etc. Short-term bike parking is not included in the pre-application, though it is mandated for non-residential developments by CalGreen Non-Residential Bicycle Parking Requirements (5.106.4.1.1). We request that short term bicycle parking be provided within 50' of the main entrance rather than the mandated 200'. The Association of Bicycle and Pedestrian Professionals, whose standards the League of American Bicyclists uses to evaluate Bicycle Friendly Cities, recommends bike parking placement within 50'. This is important now as more expensive e-bikes and other micromobility devices are selling well and can and are replacing car trips. However, if users do not feel bike parking is safe—if parking is far away, around a corner, or lacking a line of sight—they will be less likely to select this more environmentally-friendly method of travel. The world of biking has changed dramatically and quickly, and bike parking needs to evolve accordingly.

2) Provide secure long-term bicycle parking for employee use in order to promote bicycle commuting as a viable transportation alternative. See CalGreen Non-Residential Bicycle Parking Requirements (5.106.4.1.2) for requirements and acceptable long-term facility types.

**PO Box 5157 | Napa, CA 94581 | (707) 258-6318 | www.napabike.org**

3) Include in the Development Agreement a term requiring the applicants to install, or provide funding to install, Class II bike lanes along Adams Street to continue the future Class II bike lanes approved with the Hunter Subdivision further south. Including new, dedicated Class II bike lanes with this development can help reduce potential traffic impact by encouraging residents and visitors to travel by bicycle.

Our requests align with St. Helena General Plan policies CR2.3: “Ensure secure, accessible, and convenient bicycle parking facilities throughout St. Helena, including downtown, commercial areas, schools, and parks” and CR2.C: “Require any new development and modifications to existing projects to provide bicycle and pedestrian improvements and amenities, consistent with adopted Engineering Standards and the St. Helena Bicycle Plan,” as well as policies CR3.1, CR3.3, and CR 3.6 under Sustainable Mobility Practices.

Should Councilmembers, City staff, or applicant team members have any questions about our request, please do not hesitate to reach out to me at (707) 258-6317 or csainato@napabike.org. Thank you for your time and consideration,



Carlotta Sainato
Program Manager, Napa County Bicycle Coalition

# WATER AUDIT CALIFORNIA

**A PUBLIC BENEFIT CORPORATION**

952 SCHOOL STREET #316 NAPA CA 94559
(707) 681-5111 GENERAL@WATERAUDITCA.ORG


December 12, 2023

St. Helena City Council

Mayor Paul Dohring
Vice Mayor Eric Hall
Council Member Anna Chouteau
Council Member Lester Hardy
Council Member Billy Summers

Sent via email to: cityclerk@cityofsthelena.org

RE: December 12, 2023

Agenda

13.1. Antonio and Rita Castellucci have submitted a Pre-Application Review for a proposed a mixed-use commercial project that includes 75 hotel rooms, 10 residential units, a restaurant and bar, retail space, a café, a spa, a fitness center, a conference center and underground parking at the former Bank of America location at 1001 Adams Street in the Business, Professional and Office (BPO) zoning district. 203 - 302

Water Audit California submits its comment letter for the pre-application review of this proposed mixed-use commercial project. We ask that the Mayor and City Council note that *prima facie*, the City of St. Helena does not have enough water to service existing demands and the idea that a hotel can be built without an increase in water consumption is *prima facie* absurb.

**The Public Trust**

Water Audit California ("Water Audit") is an advocate for the public trust. Through Government Code § 65800 et seq. the Legislature conveyed to the city the authority to adopt regulations and ordinances to promote the general welfare of the State's residents.

The City remains subordinate to the control and direction of the senior levels of government. The state endows the highest priority on fish and wildlife protection and conservation. "The Legislature finds and declares that the protection and conservation of the

fish and wildlife resources of the state are of utmost public interest.

Fish and wildlife are the property of the people, and provide a major contribution to the property of the state …" (*Fish and Game Code* § 1600) This statement is one of the foundations of Water Audit's mission, both generally and herein. The City must consider the substantial potential public trust impacts of proposed projects.

The essential idea of the public trust doctrine is that the government holds and protects certain natural resources in trust for the public benefit. (See *Illinois Central Railroad v. Illinois* (1892) 146 U.S. 387, 452, 456; *National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419, 441; *Berkeley v. Superior Court* (1980) 26 Cal.3d 515, 521.)

Public trust theory has its roots in Roman and common law. (*United States v. 11.037 Acres of Land* (N.D. Cal. 1988) 685 F. Supp. 214, 215.) Its principles underlie the entirety of the State of California. Upon its admission to the United States in 1850, California received the title to its tidelands, submerged lands, and lands underlying inland navigable waters as trustee for the benefit of the public. (*People v. California Fish Co.* (*California Fish*) (1913) 166 Cal. 576, 584; *Carstens v. California Coastal Com.* (1986) 182 Cal.App.3d 277, 288.) The People of California did not surrender their public trust rights; the state holds land in its sovereign capacity in trust for public purposes. (*California Fish, Ibid.)*

The courts have ruled that the public trust doctrine requires the state to administer *as a trustee* all public trust resources for current and future generations, precluding the state from alienating those resources into private ownership and requiring the state to protect the long-term preservation of those resources for the public benefit. (*National Audubon, supra.* 33 Cal.3d 419, 440-441; *Surfrider Foundation v. Martins Beach 1, LLC* (2017) 14 Cal.App.5th 238, 249-251.)

The public trust fulfills the basic elements of a trust: intent, purpose, and subject matter. (*Estate of Gaines* (1940) 15 Cal.2d 255, 266.) It has both beneficiaries, the people of the state, and trustees, the agencies of the state entrusted with public trust duties.

The beneficiaries of the public trust are the people of California, and it is to them that the trustee owes fiduciary duties. As the City of St. Helena is a legal subdivision of the state, it must deal with the trust property for the beneficiary's benefit. No trustee can properly act for only some of the beneficiaries – the trustee must represent them all, taking into account any differing interests of the beneficiaries, or the trustee cannot properly represent any of them. (*Bowles v. Superior Court* (1955) 44 C2d 574.) This principle is in accord with the equal protection provisions of the Fourteenth Amendment to the US Constitution.

A public trust trustee "**may not approve of destructive activities without giving due regard to the preservation of those [public trust] resources.**" (*Center for Biological Diversity, Inc. v. FPL Group, Inc.* ("*Bio Diversity*") (2008) 166 Cal.App.4th 1349, 1370, fn. 19, 83 Cal.Rptr.3d 588.) [Emphasis added]

Common law imposes public trust considerations upon the City's decisions and actions. (*Biological Diversity, supra.* 166 Cal.App.4th 1349; *Environmental Law Foundation v. State Water Resources Control Board* ("ELF") (Cal. Ct. App. 2018) 26 Cal.App.5th 844.) The courts have recognized the State's responsibility to protect public trust uses whenever feasible. (*See*,

e.g., *National Audubon, supra.* 33 Cal.3d 419, 435; *California Trout, Inc. v. State Water Resources Control Bd.* (1989) 207 Cal.App.3d 585, 631; *California Trout, Inc. v. Superior Court* (1990) 218 Cal.App.3d 187, 289.) The City of St. Helena, under Public Resources Code, section 6009.1, has an affirmative duty to administer the natural resources held by public trust solely in the interest of the people of California.

The public trust doctrine requires the State (i.e. City of St. Helena), as a trustee, to manage its public trust resources (including water) so as to derive the maximum benefit for its citizenry. Even if the water at issue has been put to beneficial use, it can be taken from one user in favor of another need or use. The public trust doctrine therefore means that no water rights in California are truly "vested" in the traditional sense of property rights.

Furthermore, there can be no vested rights in water use that harm the public trust. Regardless of the nature of the water right in question, no water user in the State "owns" any water. Instead, a right to water grants the holder thereof only the right to use water, a "usufructuary right". The owner of "legal title" to all water is the State in its capacity as a trustee for the benefit of the public. Both riparian and appropriative rights are usufructuary only and confer no right of private ownership in the watercourse, which belongs to the State. (*People v. Shirokow* (1980) 26 Cal.3d 301 at 307.)

**Conclusion**

For the foregoing reasons, Water Audit California respectfully requests that the City Council consider the impacts of the proposed project on existing water consumption needs during the meeting this evening.

Respectfully,

William McKinnon
General Counsel
Water Audit California

# Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Planning

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Maya DeRosa, Community Development Director |
| **SUBJECT:** | ULI Technical Advisory Panel Report Discussion and feedback |
| **RECOMMENDED ACTION:** | Receive report and provide recommendations on items from TAP report for City staff to prioritize for completion. |
| **PREVIOUS COUNCIL ACTION:** | There has been no prior Council action on this item. |
| **STATEMENT OF THE PURPOSE:** | Receive report and provide recommendations on priority projects for implementation. |
| **FINANCIAL IMPACT:** | No fiscal impact from discussion. Future projects would have a fiscal impact analysis for consideration by City Council before any action. |

**BACKGROUND:**

St. Helena is the jewel of the Napa Valley, but even before the pandemic, the City has lacked significant new private or public investment in its downtown core. As a result, the built environment downtown had degraded and the City has seen very little Transient Occupancy Tax (TOT) growth since 2011 compared to neighboring cities. While the City has prepared Economic Strategy Plans and some intensive prior revitalization studies including Renaissance St. Helena and Cultivate St. Helena, various factors, including the pandemic, resulted in these initiatives not moving forward. While the local community will be the primary beneficiaries of any investment downtown, a revitalized downtown will also make our city more of a destination and will enable local businesses to thrive. The City is at an important crossroads and City needs to make some strategic decisions with a goal of seeking to create an attractive downtown environment through placemaking to invite future investment benefiting both residents and visitors alike.

After reviewing a Technical Advisory Report (TAP) that the Urban Land Institute Prepared for the Oxbow District in Napa, City staff was intrigued by the level of expertise that ULI brings to solving specific economic and redevelopment issues for cities and also the speed at which solutions and action plans are brought forth with a TAP. After meeting with the San Francisco ULI liaison and learning more about how ULI could assist St. Helena, the City engaged ULI to conduct a two-day TAP in March 2023.

What is ULI?

Urban Land Institute (ULI) is the oldest and largest network of cross-disciplinary real estate and land use experts in the world. Since 1947, ULI has harnessed the technical expertise of its members to help communities solve difficult land use, development, and redevelopment challenges. ULI has conducted over 650 Advisory Services Panels in 47 U.S. states, 12 countries, and 4 continents. Since 2006, ULI San Francisco (ULI SF) has
adapted this model to provide Technical Assistance Panels (TAPs) for use at the local level, assisting over 30 cities throughout the San Francisco Bay Area.

What is a TAP?

ULI SF assembles a multidisciplinary panel of experts that explore the project, interview stakeholders, and make recommendations. TAP Panelists consists of unpaid volunteers from the 2,300+ ULI members in the San Francisco District Council chosen specifically for each assignment. Depending on the issues being tackled, panel member expertise may be comprised of developers and owners, investors, designers, planners, engineers, market, and financial analysts, as well as members of the public sector. One strength of ULI SF's Technical Assistance Panels lies in the cross-section of experts, who do not have a vested interest in the project, examining the issues from multiple angles and producing recommendations and/or an implementation strategy that is based on sound information, community realities, and best practices.

Day 1 of the TAP is a briefing presentation by the City to the TAP panel, followed by a tour and then a half day of stakeholder interviews. The remainder of the day is for the TAP panel to review the feedback received and begin forming their recommendations.

Day 2 of the TAP is a continuation of the panel distilling their recommendations and creating a slide deck to present to the City and stakeholders in the afternoon prior to the conclusion of the event.

A total of 23 stakeholders from St. Helena were interviewed representing elected officials, staff, property owners, business owners, organizations, developers, real estate professionals and local leaders (list can be viewed in Appendix to the TAP report).

At the conclusion of the two day TAP, the panel continued working collaboratively in the weeks ahead to formulate the report for City staff to review prior to finalizing the report.

What were the questions the City asked ULI to help with?

The City desired the expertise of the ULI panel to provide candid feedback regarding how St. Helena could better develop our unique identity in Napa Valley and attract more economic investment. This overarching goal helped formulate the questions below:

1. What are downtown St. Helena's strengths, weaknesses, opportunities and threats (SWOT) analysis that should be incorporated into placemaking?
2. What should St. Helena's distinctive brand be? How should St. Helena differentiate itself as a distinctive destination city in the wine country region?
3. How can the placemaking effort interact with the city's current plan and land use regulations?
4. What is a potential decision-making framework that can guide city officials in implementing the placemaking, place-branding and urban design perspectives? How can existing city tools and measures be leveraged, modified, or updated to support implementation?

**DISCUSSION:**
**Key Recommendations from ULI report**

In June 2023 the City received the Final TAP report (Attachment 1). The City issued a press release and posted the report on the City website in addition to sending to each stakeholder that participated in the TAP interviews. The City has received generally positive feedback from local organizations that have reviewed it, including ATSC and the Chamber. Some of the key areas of recommendations noted in the TAP report include:

- **Any action is better than inaction**
- Downtown St. Helena is MORE than Main Street, look to enhance, remake, reimagine-opportunities include alleys, Money Way, Railroad Avenue and Oak Avenue
- If going to invest in re-doing Main Street sidewalks, maximize potential to really create wider sidewalks to allow both outdoor dining and adequate walking path for pedestrians-accomplished by removing the median lane on SR 29 between Adams and Spring Street.
- Close Hunt Avenue to make pedestrian plaza (part of Specific Plan study area)
- Define gateways into downtown (part of Specific Plan scope)
- City has many sites ripe for redevelopment, that can bring in both housing and needed hotels (part of Specific Plan scope and Surplus Lands Act process)
- Build on the Culinary Institute of America icon, create space for an incubator kitchen
- Refresh Lyman Park
- Focus now on short term quick wins such as adding twinkle lights, uplighting, signage, and parklets
- Instead of a Downtown Master Plan consider a Specific Plan paired with an EIR to streamline development process and drive new investment
- Invest in and grow City team

**Accomplishments Post the March TAP**

- Mural Permit Program launched
- Public Art Program approved by City Council
- Beautification of Lyman Park

- Additional staff added to support economic development (Assistant to City Manager positions)
- Downtown Specific Plan funded and consultant will begin process in 2024
- Pre-application received for new hotel/mixed use project on Bank of America site

**Policy Discussion Items for City Council-Bigger Wins**

Main Street improvements between Adams and Spring Street Options

- *ULI Option (Attachment 2)*: The Plan contemplates the closure of Hunt Ave at SR 29 to create a pedestrian plaza and removal of the median turn lane between Adams Street and Spring Street that would allow 18 foot wide space for dining and pedestrians. Should City staff pause on the current engineering effort that keeps the sidewalks the same width and have the Downtown Specific Plan study the ULI option? OR
- *Cultivate St. Helena Option (Attachment 3)*: Continue development of streetscape per Cultivate Our Main Street Plan, keeping sidewalks current width (maximum 11 feet) and continue with the development of bid documents for a "shovel ready" project pending project funding availability (see attachment)

Enhanced Sidewalks/Parklets: Should City staff utilize the Downtown Specific Plan to facilitate public engagement related to enhanced sidewalks/parklets?

Potential "interim" use of post-demolished City Hall site (1480 Main Street): Could include public gathering space with tables, shade structure(s) and also temporary food and beverage vendors?

**Policy Discussion Items for City Council**

Temporary closures and activations of Hunt Avenue: In the next 12 months to continue to test suitability as a permanent pedestrian plaza in the heart of downtown (will be studied in Specific Plan)

Lighting the alleys downtown : Staff looking to get quotes from lighting contractors (see Attachment 4 with location of alleys that includes both public and privately owned)

Temporary activations of Money Way and Railroad Avenue: This could include temporary road closures allowing for downtown festival/events, pop up uses.

Placemaking: Adding a Gratitude chalk board or a "St. Helena Is..." chalk board. Locations TBD, should we explore feasibility of adding this annually to Hunt Avenue space as part of Wine Barrel tree?

Staff also encourages other ideas from report for discussion by City Council

**ENVIRONMENTAL REVIEW:** Not a CEQA project.

**DOCUMENTS ATTACHMENTS:**

Attachment 1_ULI TAP Report_St Helena_FINAL
Attachment 2-Main Street (between Adam and Spring) Proposed
Attachment 3-Cultivate St. Helena Streetscape 2020-01-13 Round 3
Attachment 4-Downtown Alleys Aerial2

ULI San Francisco




# Technical Assistance Panel

St. Helena, California
March 13-14, 2023

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*Cover Image: Downtown St. Helena Main Street* [A]
*Logo: City of St. Helena* [B]

*Unless otherwise noted, all photographs and images are provided by ULI staff or TAP panelists. External image sources can be found at the end of the document.*

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the leading global resource of trends and best practices in real estate development and financing. Explore an ever-expanding library and find recommended content related to your interests, including reading lists, case studies, videos and webinars, books, and more.

knowledge.uli.org

## About ULI

The Urban Land Institute (ULI) is a global, member-driven organization comprising more than 45,000 real estate and land use professionals dedicated to advancing ULI's mission of shaping the future of the built environment for transformative impact in communities worldwide.

ULI's interdisciplinary membership of professionals from private enterprise and the public sector representing all aspects of the industry, including developers, property owners, investors, architects, urban planners, public officials, real estate brokers, appraisers, attorneys, engineers, financiers, and academics. Established in 1936, ULI has a presence in the Americas, Europe, and Asia Pacific regions, including over 2,100 members in ULI San Francisco (sf.uli.org).

## About ULI TAPs

The ULI San Francisco Technical Assistance Panel (TAP) program is an extension of the national ULI Advisory Services program. ULI's advisory services panels provide strategic advice to clients (public agencies, nonprofit organizations, or nonprofit developers) on complex land use and real estate development issues. The program links clients to the knowledge and experience of ULI and its membership.

Since 1947, ULI has harnessed the technical expertise of its members to help communities solve difficult land use, development, and redevelopment challenges. Since 1982, ULI San Francisco has adapted this model for use at the local level, delivering 51 TAPs.

TAPs include extensive preliminary briefings followed by an intensive two-day, in-person working session in the client's community. A detailed briefing package and guided discussion are provided by the client to each TAP panelist in advance of each working session. In these sessions, ULI's expert panelists tour the study area, interview stakeholders, and address a set of questions proposed by the client about a specific development issue or policy barrier within a defined geographic area. The product of these sessions is a final presentation and report, which presents highlights of the panel's responses to the client's questions, as well as a diverse set of ideas and suggestions. Learn more at: sf.uli.org/get-involved/technical-assistance-panels.

## St. Helena Technical Assistance Panel

**Panel Chair**

- Jane Lin, AIA, Founding Partner, Urban Field Studio

**Panel Vice Chair**

- Nell Selander, Director of Economic & Community Development, City of South San Francisco

**Panel Members**

- John Bela, Principal and Founder, Bela Urbanism + Design
- Noah Friedman, CEO/Co-Founder, Vibemap
- Jim Heid, Founder, CRAFT DnA
- Paul Peninger, Principal, BAE Urban Economics
- Edith Ramirez, Assistant City Manager for Development Services, City of Morgan Hill
- Mariana Ricker, Associate, SWA San Francisco (TAP Report Writer)

## ULI San Francisco

**ULI TAP Committee**

- Frank Fuller, Co-Chair
- Kara Gross, Co-Chair
- Mariana Ricker, Vice Chair

**ULI Staff**

- Joy Woo, Senior Director
- Pooja Sharma, Senior Associate






*Panelists during work sessions.*

## City of St. Helena Acknowledgments

**Lead City Staff**

- Anil Comelo, City Manager
- Maya DeRosa, Community Development Director

**Public Officials Engaged**

- Paul Dohring, Mayor
- Eric Hall, Vice Mayor
- Anna Chouteau, Council member
- Lester Hardy, Council member
- Billy Summers, Council member
- Joe Leach, Public Works Director
- Dave Jahns, Parks and Recreation Director

**Site Tour Guides**

- Aaron Hecock, Senior Planner
- Stephanie Smithers, St. Helena Chamber of Commerce




*Panelists, city staff, and ULI staff on the site tour.*

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## Executive Summary and Key Takeaways

The City of St. Helena engaged ULI San Francisco to convene a Technical Assistance Panel (TAP) of multidisciplinary experts from around the Bay Area to advise on the revitalization of the city's downtown. The city provided four questions to the panel about the town's identity, placemaking opportunities, and the development of a decision-making framework to support economic growth. The questions were as follows:

1. *What are downtown St. Helena's strengths, weaknesses, opportunities and threats (SWOT analysis) that should be incorporated into placemaking?*
2. *What should St. Helena's distinctive brand be? How should St. Helena differentiate itself as a distinctive destination city in the wine country region?*
3. *How can the placemaking effort interact with the city's current plan and land use regulations?*
4. *What is a potential decision-making framework that can guide city officials in implementing the placemaking, place-branding and urban design perspectives? How can existing city tools and measures be leveraged, modified, or updated to support implementation?*

The two-day workshop included a day of exploration in St. Helena's historic downtown, as well as interviews with key stakeholders, both of which provided background on the city's business environment, community sentiment, past planning efforts, and institutional challenges impeding progress. The panelists spent the remaining time discussing potential solutions and forming recommendations that were presented at the end of the workshop.

The problem the panel considered was how could Downtown St. Helena re-energize its economy to be more vital, better serve locals and tourists, and develop a unique place brand within the regional competitive context.

St. Helena has extraordinary character and wealth of resources, but is currently performing below its full potential. The panelists applied their diverse professional expertise to analyze the opportunities and constraints facing the city and to identify a set of strategies and recommendations for St. Helena to accomplish its goals.



*Image of Main Street today* [c]



*Panelist sketch of a reimagined Main Street.*

***First, the panel looked at St. Helena's identity within the Napa Valley region and as perceived by its own residents.*** The panel observed that St. Helena's existing brand identity is not fully aligned with the authentic identity as recognized and lived by the community. The panel recommends that the city work directly with members of the community to define who they are as a collective, what they want to be in the future, and how to best share St. Helena's unique culture and historic roots with the rest of the world. See 'Identity' for more (page 18).

## KEY TAKEAWAY: Build the Brand Together

- Ensure St. Helena's brand is an authentic representation of its distinctive character and the diversity of the community.
- Recognize a user experience that is good for residents is good for visitors.
- Support culture-building events that celebrate local arts and encourage inclusivity.
- Engage residents to collectively participate in St. Helena's vision setting for the future.

***Second, the panel discussed the power of placemaking to transform Main Street and the greater downtown district.*** The panel observed that there is more to St. Helena's downtown than just a "Main Street" and suggested that future improvements should build toward creating a legible, connected network of streets with an emphasis on generating a pedestrian fabric of interconnected spaces, destinations, and "discovery ways." This concept relies on celebrating connectivity through laneways to parallel streets and rethinking the proposed Main Street sidewalk project to be more focused as a public realm development project; providing more space for social interaction, circulation, and visible economic activity in the public realm; and generating improved brand vitality along with a unique guest experience.




The panelists also considered the balance of land uses throughout the district and recommended catalytic development concepts to be undertaken on readily available opportunity sites that would add vibrancy and serve the needs of St. Helena's residents and visitors alike. See 'Placemaking' for more (page 22).

## KEY TAKEAWAY: More than just Main Street

- Place the existing sidewalk improvement project on hold and reimagine Main Street.
  - ⟶ Allocate more space to pedestrians.
  - ⟶ Explore the implementation of a flexible zone in the parking lane.
  - ⟶ Revisit the Vine Trail bike route to potentially go down Main Street.
- Think beyond Main Street, and consider the entire downtown network of streets.
  - ⟶ Reconsider the closure and pedestrianization of Hunt Avenue.
  - ⟶ Activate parallel streets, alleys, and laneways with simple, low-cost strategies.
- Strategically develop key opportunity sites to increase the vitality of St. Helena's downtown and expand the following land uses:
  - ⟶ New boutique hotels
  - ⟶ Mixed use and affordable housing
  - ⟶ Creative pop-up partnerships

***Third, the panel considered the economic strategy that could yield the greatest success in revitalizing the city's downtown.*** The panelists noted that far more projects exist than the city has capacity to execute at this time. The lack of human resources and "bench depth" has created a perception, and reality, of inaction that has been detrimental to public trust in city leadership. The panelists observed, however, that there is an emerging political alignment and will to implement as much as possible of the existing plans. Using their experience from other cities, the panelists recommended tools to help the city make decisions about which downtown revitalization projects to prioritize and how to build long-term economic sustainability. See 'Decision Making' for more (page 36).

## KEY TAKEAWAY: Any Action is Better than Inaction

- Establish a project evaluation process to determine which projects to pursue and prioritize.
- Separate projects into two categories for those that are "big deals" versus "small wonders."
  - ⟶ "Big deals" include large infrastructure improvements and opportunity site development
  - ⟶ "Small wonders" include public art, lighting, planters, temporary installations, etc.
- Develop a unified economic development strategy, and process tools to measure progress.
- Leverage existing funding sources that are under the city's control.
- Explore more complex financing strategies that require voter approval, only after demonstrating clear progress to the community.
- Take a red pen to the zoning code update to ensure that it supports the city's economic strategy and stated long-term goals.

St. Helena is a town with a storied past, incredible setting, and many historic structures. However, it has resisted changes that would have been necessary to help it maintain its relevance and economic sustainability in the region. St. Helena's state of arrested development was highlighted by the region's post-pandemic recovery. The panel observed that with all its intrinsic assets, St. Helena can look forward to a more vibrant future if the community can forge a shared vision for what it should be and commit to enacting constructive improvements quickly and with momentum. The recommendations from this ULI TAP are, in essence, a guide to finding that "north star": a shared vision, along with the incremental steps needed to reach it.




*City landmarks—the St. Helena Hotel and the Culinary Institute of America.* [D]

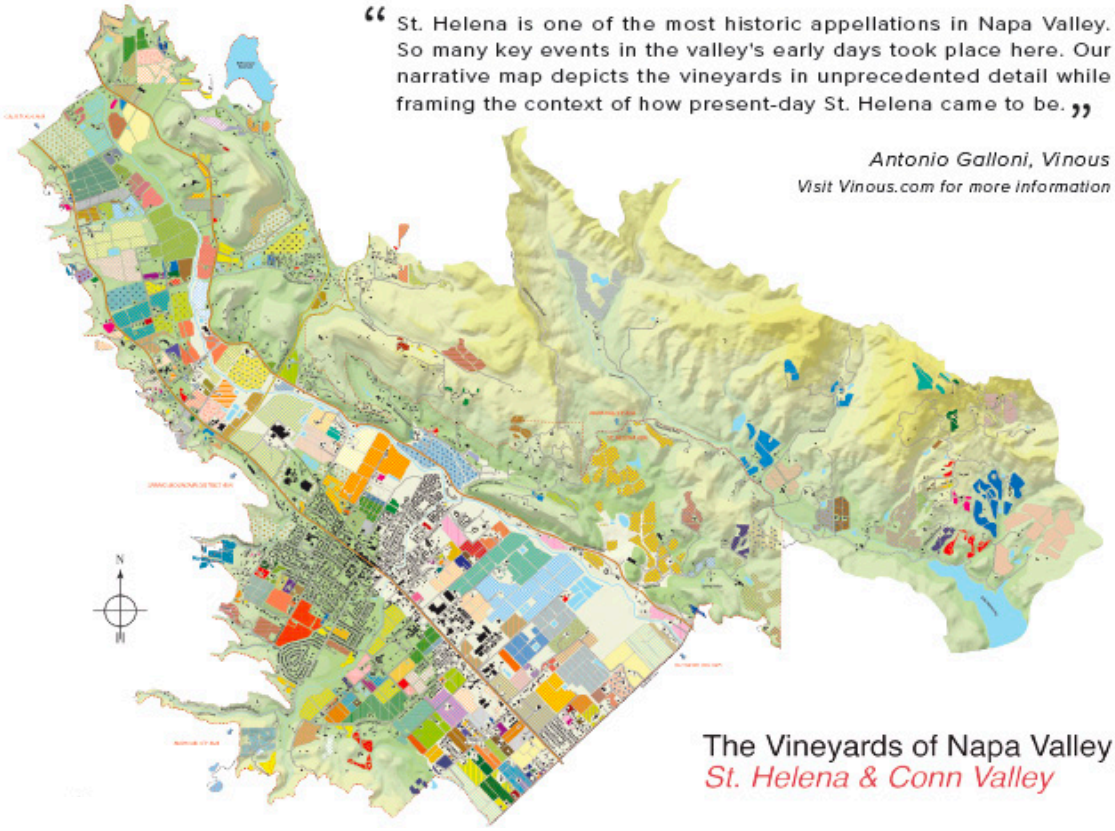
## Context

The City of St. Helena is one of several appellations within the world-renowned food and wine destination of the Napa Valley. With its historic small-town charm, boutique shopping, and numerous wineries, St. Helena attracts both local and international visitors. It is also the home of the prestigious Culinary Institute of America, numerous historically significant buildings, and a community of 5,386 residents.[1]

### History of the Site Area

The land around St. Helena was historically the home to the Wappo people, a Yukian-speaking group whose village was located where Sulphur Creek meets the Napa River. With initial development dating back to the mid-1800s, the City of St. Helena was incorporated in 1876 and reincorporated in 1889.[2]

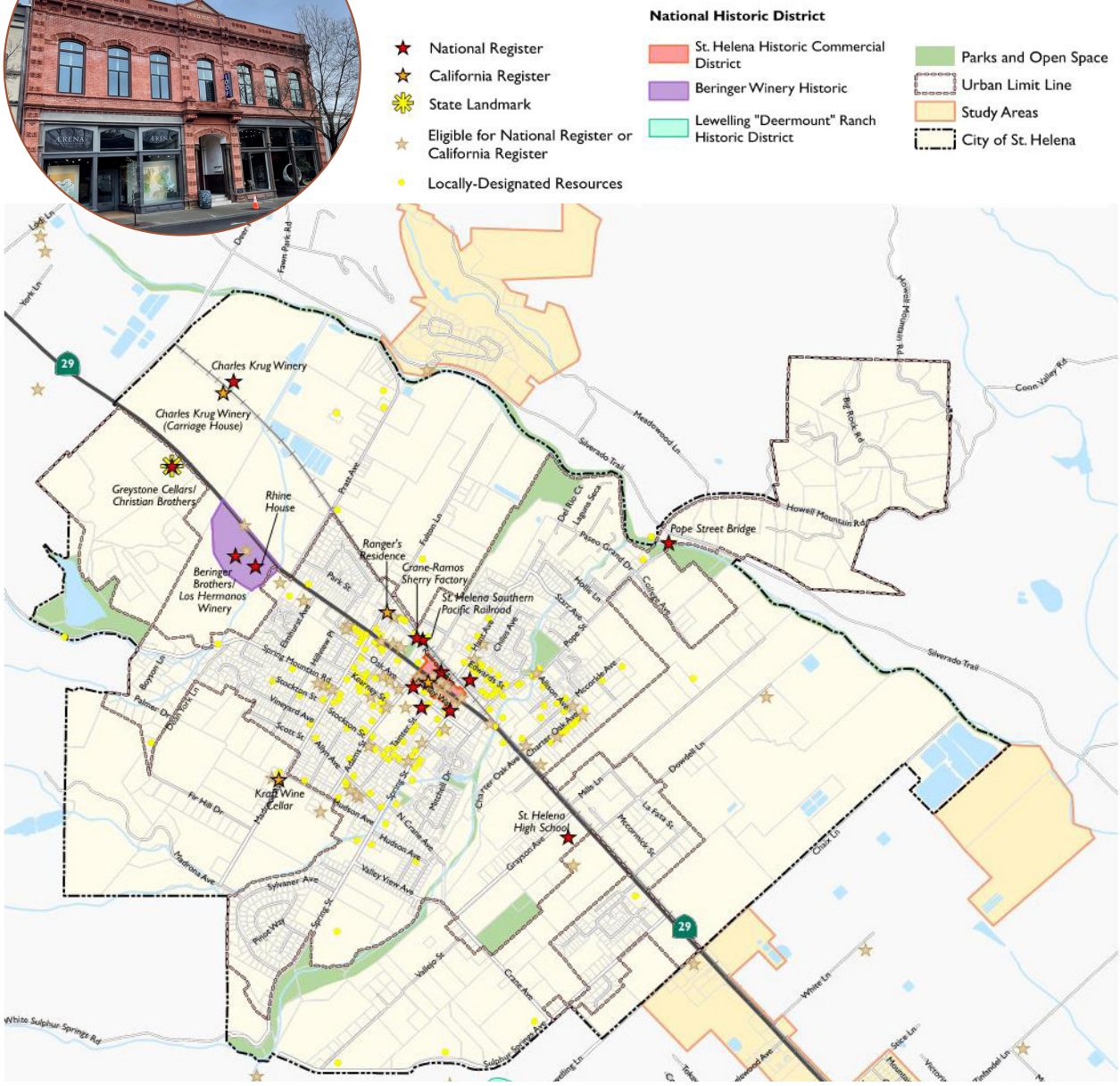
At the center of the growing California wine industry, St. Helena's Main Street became a vibrant commercial core to support the expansive agricultural operations of the surrounding vineyards. Many of these buildings, constructed in the late 19th century, still exist today and define the historic character for which St. Helena is known. Three blocks of St. Helena's downtown district, around Main Street, were placed on the National Register of Historic Places and were designated a Historic Commercial District in 1998.[3] A number of unique historic buildings are individually registered as well, and many of the single-family neighborhoods surrounding the downtown have maintained their original architectural styles.




*Map of the Napa Valley appellations and vineyards.* [E]



*Site tour image of one of St. Helena's signature historic buildings on Main Street.*

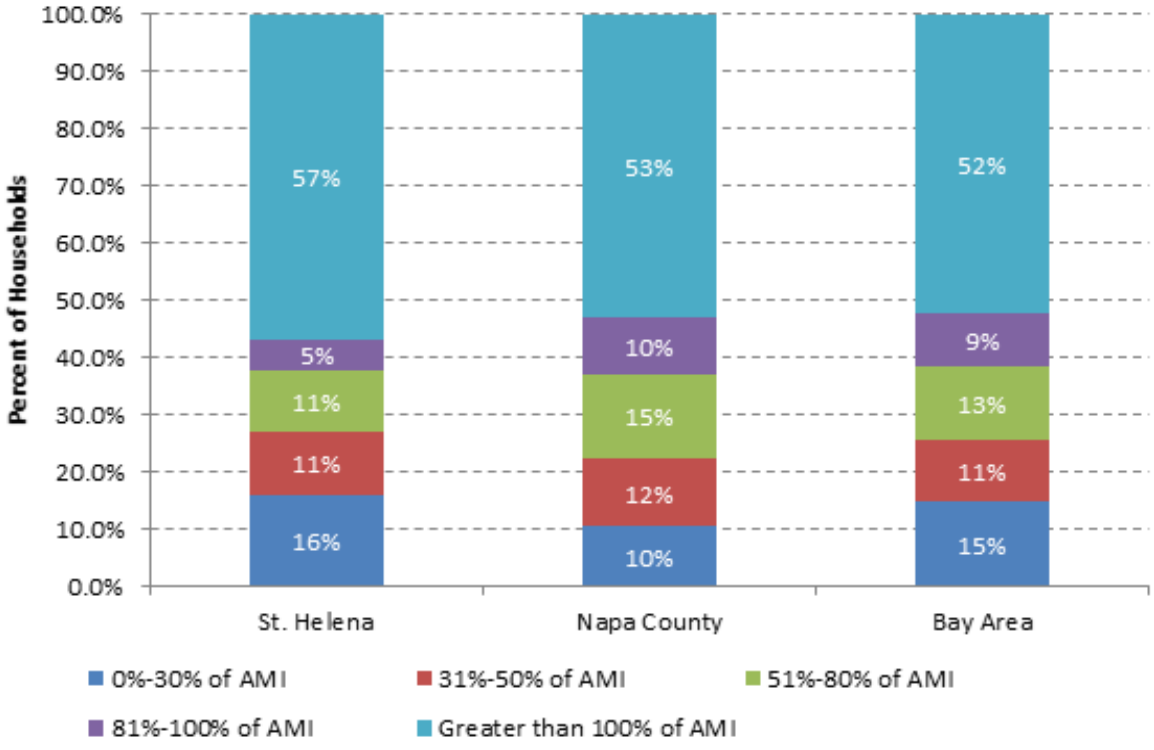



*City of St. Helena Historic Resources (excerpt from General Plan Update).* [F]

### Demographics and Economics

St. Helena's population growth has slowed over the past couple of decades as the proportion of younger families has declined and home prices have increased. The majority of the resident community makes more than the area median income (AMI),[4] is middle-aged, and lives in single-family homes that are more often owned than rented.[5] These demographic trends suggest that St. Helena's housing market has grown stagnant compared with the market in some of the neighboring Valley towns and Napa itself, the impacts of which are felt most strongly by younger families, lower-wage earners, and renters of all ages.

At the same time, St. Helena has seen a lack of significant growth in the commercial sector. While the city continues to have a robust retail market, with an estimated $48,000 in retail sales per capita per year—more than double that of both Calistoga and Napa[6]—it has also developed a reputation for being anti-growth when it comes to new development, and particularly with regard to new hotels. This sentiment, born of residents' opposition, has been reflected in the city's policies and priorities to date. Both of these slowing growth patterns have placed St. Helena out of sync with its neighboring towns and competitors. Calistoga, for example, has recently opened several new hotels; Yountville continues to make a name for itself with world-class dining; and Napa has made significant investments in its downtown.



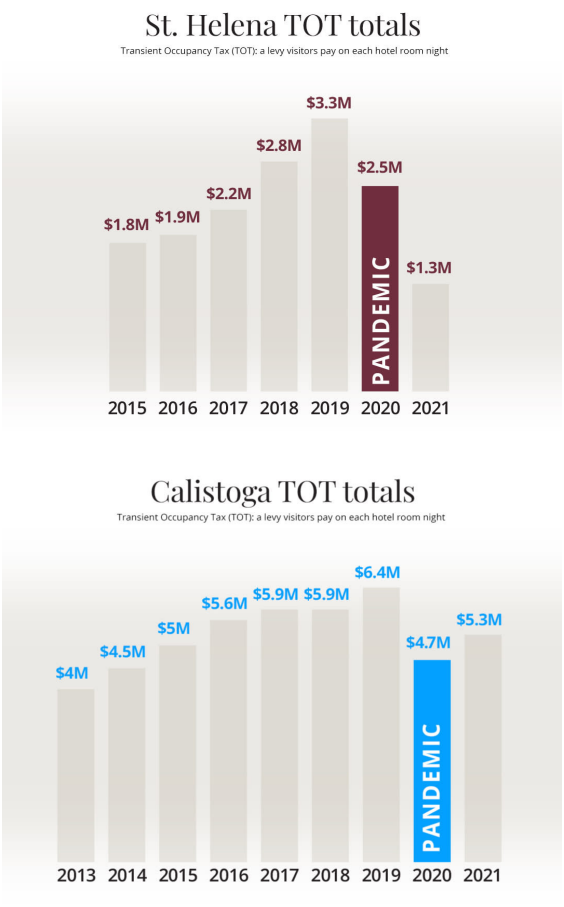

*Households by household income level, based on AMI.* [G]

### Summary of Stated Challenges

The city recognizes that these trends will continue to negatively affect St. Helena's long-term fiscal health and the vitality of its downtown. As it continues to recover from COVID-19, the city needs to develop new sources of funding to address some of the outstanding issues that its residents and visitors are facing.

Many of St. Helena's challenges are related to the physical environment and the lack of any recent investment in the public realm. The sidewalk disrepair on Main Street is an ongoing problem with legal implications; there is a perception that downtown has a parking problem; and the existing public open space is underused and insufficient as far as providing a permanent place for the community to gather. Along the heavily retail-dominated Main Street, stores close early, contributing to a lack of activation and vitality in the evenings.

Numerous planning efforts over the past several years, as well as those currently underway, have attempted to address these challenges.




*TOT income comparison between St. Helena and Calistoga.* [H]




*Site photo showing disrepair of sidewalks (top) and vacant storefront (bottom) on Main Street.*

### Overview of Planning Efforts

The General Plan was adopted in 2019 to provide a blueprint for future growth, and the city is currently undergoing a Comprehensive Zoning Code Update. The effort has involved input from stakeholders, with a draft issued for public review last fall and anticipated adoption in the fall of 2023.[7]

In addition, the city underwent a visioning and placemaking effort in 2019 called “Cultivate St. Helena”.[8]

A key component of this endeavor was the Downtown Streetscape Plan, which focused on the repair and replacement of the damaged Main Street sidewalks. Specific studies have also been conducted to consider the expansion of the Vine Trail and the potential redevelopment of certain city-owned properties.

In spite of these varied planning efforts, there continues to be a lack of a unified plan for the revitalization of downtown St. Helena as a whole.




*“Cultivate St. Helena” planning process infographic and preferred plan for Main Street.* [1]

## TAP Assignment and Process

This ULI TAP was convened to assist the City of St. Helena with the challenges it is facing and provide input on branding, placemaking, fiscal strengthening, and decision-making strategies that will support necessary reinvestment in the city's downtown.

The panel was composed of real estate professionals with expertise in urban design, development, the public sector, and finance. As background, the panelists were provided with a comprehensive briefing booklet to inform and assist with addressing the following questions asked by the city:

1. ***What are downtown St. Helena's strengths, weaknesses, opportunities and threats (SWOT analysis) that should be incorporated into placemaking?***
2. ***What should St. Helena's distinctive brand be? How should St. Helena differentiate itself as a distinctive destination city in the wine country region?***
3. ***How can the placemaking effort interact with the city's current plan and land use regulations?***
4. ***What is a potential decision-making framework that can guide city officials in implementing the placemaking, place-branding and urban design perspectives? How can existing city tools and measures be leveraged, modified, or updated to support implementation?***

The two-day workshop began with a briefing by the City Manager and Community Development Director, followed by a tour of St. Helena's downtown with city staff and a representative from the Chamber of Commerce. The tour highlighted key opportunity sites in and around downtown, and provided the panelists with firsthand experience of walking St. Helena's historic Main Street to gain a better understanding of its condition and feel.

For the remainder of the first morning, the panelists paired up to interview a number of key stakeholders from the city and community. The insight gained from the interviews fed directly into a SWOT analysis exercise to assess St. Helena's strengths, weaknesses, opportunities, and threats. This discussion established the framework upon which the panelists would formulate responses to the questions.

The second day of the workshop was dedicated to further refinement and synthesis of the panelists' responses, as each drew from their own professional experience, to provide a comprehensive set of recommendations. At the conclusion of the second day, the panelists presented their findings to a group that included the Mayor, Vice Mayor, Council members, city staff, and the stakeholders who had been interviewed the previous day.






*City briefing presentation.*














*The panelists on the site tour and in work sessions.*

## Stakeholder Input

To better understand the political, business, and social context of downtown St. Helena, the TAP panelists conducted interviews in small breakout rooms with key stakeholders invited by city staff. The full list of stakeholder participants can be found here.

The participants in these conversations ranged from members of the local business community to elected officials and represented a range of backgrounds with unique insights on land use, the public realm, user experience, and the city's implementation process. Across all interviews, some common themes emerged:

**History and Authenticity**
Among the stakeholders, and particularly those who call St. Helena home, pride in its history and its role as "the birthplace of wine country" was evident. Due in part to the preservation of Main Street's historic buildings, there is a sentiment that St. Helena has an authenticity and richness of character that might be lacking in some of its newer, neighboring towns throughout Napa Valley. Past community engagement efforts revealed that the town's historic character, or "brand," was something that the majority of residents agreed upon, along with a desire to recognize the agricultural tradition that continues today.




*Site tour image of historic building plaque.*

While historic character is a critical aspect of St. Helena's identity, some stakeholders also shared that the historic designation on Main Street can present additional hurdles to implementation and change.

**Institutional Stagnation**
Regardless of the sector they represented, the vast majority of stakeholders interviewed spoke to the feeling that St. Helena, and its downtown in particular, had become stagnant, with buildings that appear tired and a lack of any new energy. Several stakeholders voiced concerns that St. Helena is missing out on opportunities and could fall too far behind neighboring towns in the Napa Valley region. They expressed concerns regarding limits to the valley's shared resources and capacity for growth.

The city has struggled with staff retention over the years and seen a loss of permanent positions in public-serving departments, such as maintenance. Frustration is growing at the lack of tangible progress despite many past planning efforts, as well as concern that the city is unable to get things done or partner with those who can.


TRAVEL INSPIRATION > FOOD + DRINK By J'nai Gaither • March 14, 2023

Napa Valley's Most Exciting New Hotels, Restaurants, and Tastings

*Napa Valley has long been known for great food and drink, but several new offerings elevate this California wine region even higher.*

*Article describing new hotels and restaurants around Napa Valley in neighboring cities such as Downtown Napa and Calistoga.* [J]

**Engaged Community and Entrepreneurs**

In spite of these challenges, a number of the stakeholders interviewed represented St. Helena's engaged citizenry and proactive local entrepreneurs. These community members demonstrated a clear commitment to continued investment and were confident about the capacity of the market to support new development, including at least 150 new hotel rooms.

The community members are educated and engaged in the future of St. Helena. A vocal subset of longtime residents continues to oppose growth of any kind, but another stakeholder suggested that they have begun to see a shift—with the majority of St. Helena's residents now acknowledging that something needs to be done to revitalize downtown.

**Visitors or Residents**

While it is encouraging that a growing portion of the community may be ready to see some type of change, many of the conversations alluded to, or directly referenced, a tension between change that benefits the residents of St. Helena versus the visitors who come there. Hotels are the proposed land use that has the most support from the city, but hotels primarily serve visitors and have been contentious with the community due to that fact. Residents see a loss of community-serving businesses and a need for affordable housing, and they fear that new development will exacerbate existing disparities in investment.

Finding the balance between these two groups is an ongoing challenge for the city, as it continues to rely heavily on retail sales taxes generated through tourism, while also needing support from residents to enact real, long-lasting change.







*Site tour images of Orin Swift tasting room renovation (left) and Wydown Hotel at the north end of Main Street. (right).*

## SWOT Analysis: Strengths, Weaknesses, Opportunities, and Threats

Based on background information provided by the City, the site tour, stakeholder interviews, and independent research, the TAP panelists performed a SWOT analysis to summarize the strengths, weaknesses, opportunities, and threats facing St. Helena. This strategic planning exercise considers both internal and external factors, and lays the groundwork for the recommendations to come.

**Strengths**

St. Helena's biggest strengths come from its character-defining sense of place. It is known for its historic buildings, small-town charm, natural beauty, food, and wine. This is the basis of the strong business environment that exists here.

A number of local entrepreneurs are invested in and dedicated to St. Helena, with established successful businesses, access to capital, and an appetite for more. A handful of exciting projects are in the pipeline that promise to breathe new life into Main Street and keep the retail market strong.

St. Helena has an actively involved community, with good public participation throughout past planning efforts. Small-town neighborhood events are well executed and attended, bringing together this engaged, talented, and passionate citizenry.




*Rendering of the new restaurant 'NOMA House' under construction at the north end of Main Street.* [K]

**Weaknesses**

The most visible weakness of St. Helena is the poor condition of its public realm. Limited investment has allowed public spaces, such as Lyman Park, to fall into disrepair. Main Street struggles to function as both the center of town and as a highway. It is challenged by noise pollution, aging streetscape infrastructure, and the cost of upkeep. The public realm provides a weak pedestrian and bike network and lacks identifiable gathering space and clear gateways to downtown.

While some of these issues have been considered previously, past efforts have been disconnected and demonstrate a lack of clear vision. There has been an inability to secure funding and establish key partnerships to produce results; this is partially caused by the city's lack of institutional capacity and staffing. In addition, the anti-development sentiment present in the community has manifested as prescriptive and restrictive zoning that creates unnecessary hurdles for progress.





*Site tour images of neglected public realm at Lyman Park (left) and on Main Street. (right).*

**Opportunities**

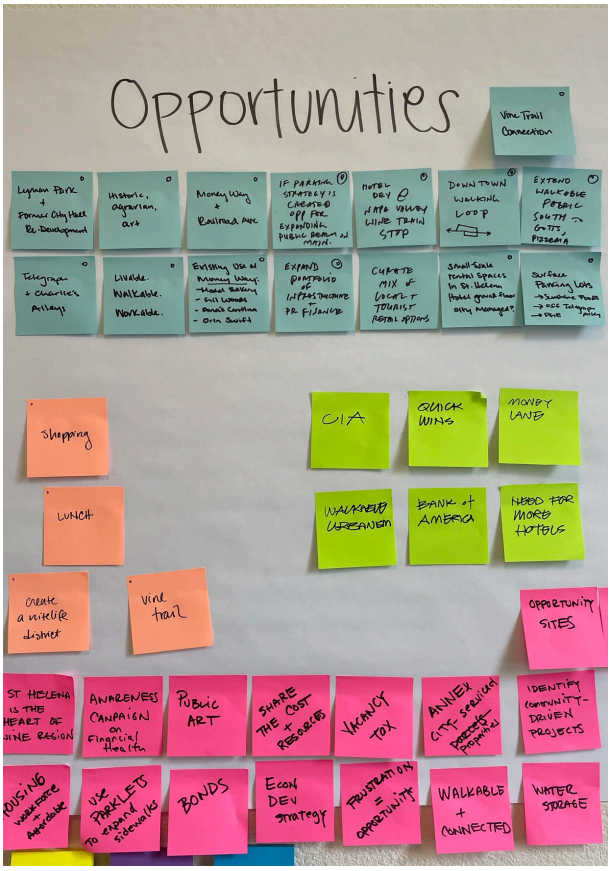
Given that the public realm is something the city can improve, a number of opportunities exist for better placemaking. Greater investment can be made with physical improvements to activate downtown and better serve residents and visitors alike. Suggested opportunities include raising ambition for the public realm through an expanded, walkable network that engages laneways and side streets; the extension of the Vine Trail; and an increase of public art.

Several opportunities for new development on vacant or underused sites also exist. St. Helena has the market capacity to support and embrace land uses other than hotels. Suggestions to be considered include mixed-use with affordable housing, and creative commercial endeavors. These types of land uses have the potential to make St. Helena more “livable, walkable, and workable”.

The city is also at a unique inflection point politically, with new staff members and an aligned City Council. This presents a fresh opportunity to address the need for improvements and rethink strategies for the city’s long-term sustainability. Suggestions included strategies for securing more funding sources, and building advocacy within an increasingly diverse community.






*SWOT analysis working photos of the panelists.*

**Threats**

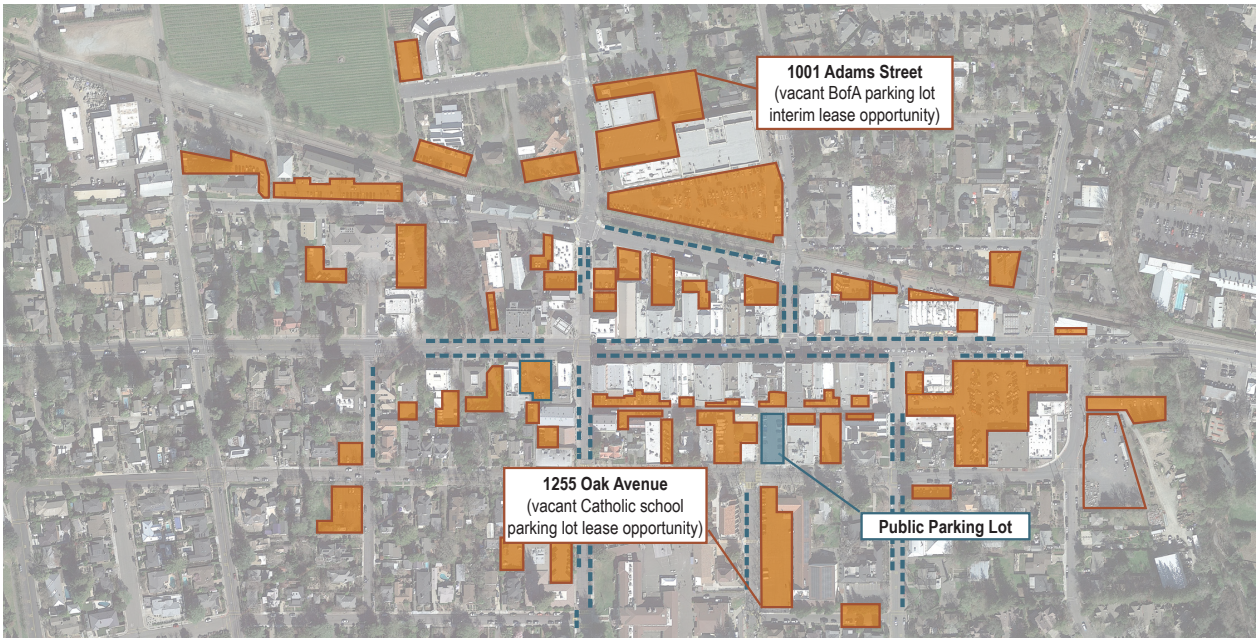
A number of factors threaten the entire Napa Valley, including environmental challenges such as fire, limited water resources, and the impact of climate change on agriculture, as well as macro-economic challenges like inflation and loss of workforce availability.

Lack of workforce housing results in difficulty for local businesses to attract talent, and a burdensome commute for many service workers, exacerbating the existing traffic congestion on Main Street.

St. Helena also faces a series of specific threats to its community, downtown, and economy. Some empty storefronts on Main Street give the impression of a weak retail market. However, the per capita taxable retail sales here are vastly higher than in any other neighboring district.[9] St. Helena is also a place with more compact development than that of the rural landscape around it, which leads to the impression that parking is difficult. The issue is perceived to be a lack of space for parking, but in reality there is a lack of clear signage and management of existing parking. Nonetheless, these false perceptions pose very real difficulties, particularly when they are used to support arguments by a particular subset of the community against progress.

Implicitly, there are tensions that hinder consensus-building within St. Helena. The most obvious tensions are between visitors and the local residents and workforce, but tensions also exist between younger and older members of the community, and between retailers and hotels. These types of conflicts can deter economic development, and without acknowledgment and resolution, the city will continue to struggle to find widespread community support for policies and progress on key projects.

The largest threat facing St. Helena is that of inaction. A lack of staffing and funding capacity has hindered the city's progress to date, and if not corrected, it risks the continued loss of market relevance and an inability to compete with neighboring towns.




*A quick aerial survey of surface parking lots revealed a potential abundance of parking areas within a five-minute walk of the downtown core—privately owned lots in orange and publicly owned lots in blue, as well as available public street parking.*

## Identity: Brand, Aspirations, and Vision

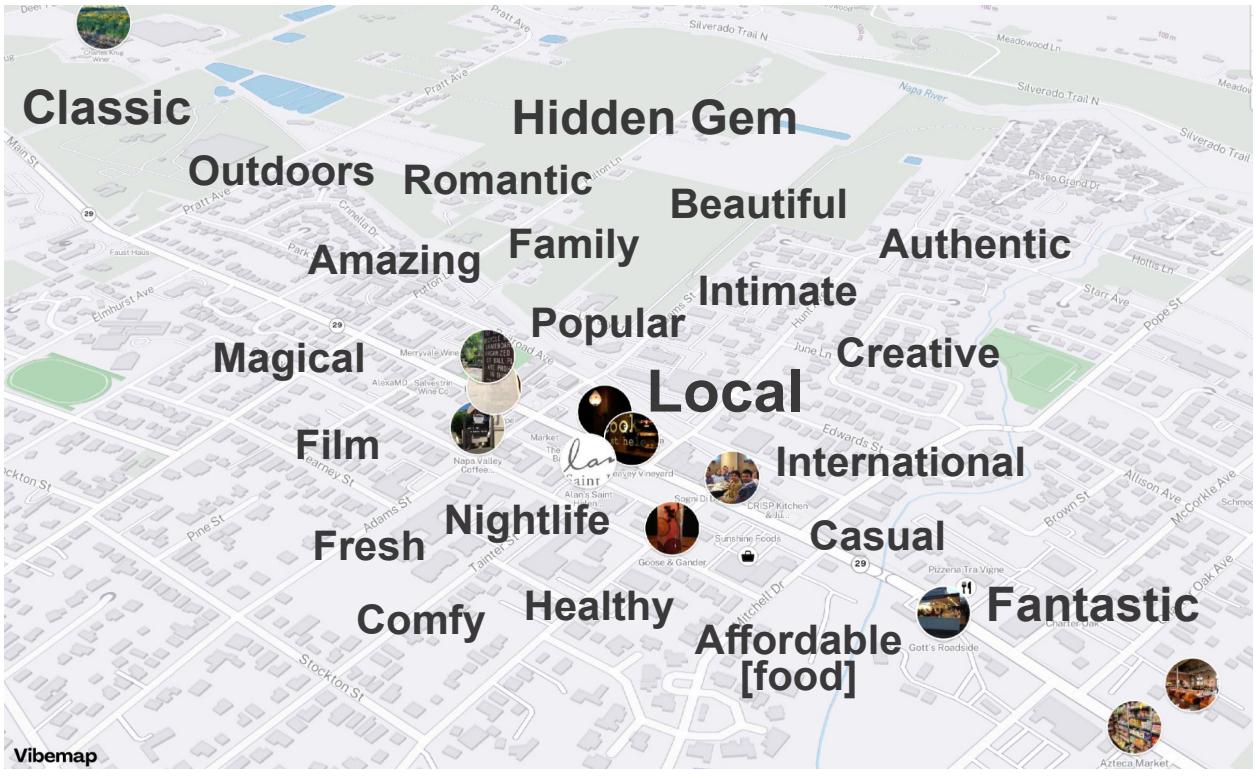
The Napa Valley region is a world-class destination, but it comprises several unique towns that each offer a distinct experience. The panel emphasized that to differentiate itself from neighboring competitors, St. Helena must build an identity that is truly authentic: a character that can only originate from and be built together with its residents. Identity is about more than St. Helena's "brand," it is also about the community's vision for its future.

EST 1876
ST. HELENA
NAPA VALLEY'S MAIN STREET

*St. Helena Chamber of Commerce logo.*[L]

**St. Helena's Distinctive Character**
With its historic legacy as the center of Napa Valley wine culture, St. Helena already has global reach and an international presence. At the same time, it has maintained its historic small-town feel with the preservation of classic buildings and the surrounding neighborhoods that are within walking distance of downtown.

St. Helena is more than a tourist town—and more than Main Street. It has a growing Latinx community, as almost 25 percent of St. Helena's residents identify as Hispanic or Latino.[10] In addition to residents, a workforce population supports the tourism industry, with many of the low-wage workers (under $25,000 annual salary) commuting here for work.[11] St. Helena functions as a real town with a robust school district, family-owned establishments, and community organizations. This distinctive community character reaches far beyond Main Street.




*Vibemap generated from adjectives people are using online to describe specific places (examples: "affordable" food at Sunshine Foods or "nightlife" at Ana's Cantina).*

**User Experience**

Downtown St. Helena is the heart of the community. It should be the local destination for shopping and other daily needs, as well as the place where everyone comes together to socialize and gather. The user experience of residents spans all days of the week, and all times of the day and night.

In contrast, those who come to visit St. Helena have a more succinct experience. They come to the heart of Napa Valley to eat and drink, to shop, and possibly to stay. But they primarily activate the downtown on weekends and during the day. Many of St. Helena's businesses cater specifically to visitors' experience during a condensed time frame, closing early and leaving downtown St. Helena without activity during off-peak times. This has led to tensions within the local community and a perception that visitor- and resident-serving uses are mutually exclusive.

Trends in tourism today, however, increasingly show that visitors want to go where they are able to live as the locals do. Therefore, what is good for the resident experience should also improve the visitor experience—and attract tourism.













*Site tour images of both local and visitor serving storefronts including a bar, gallery, shops, and theater.* [M]

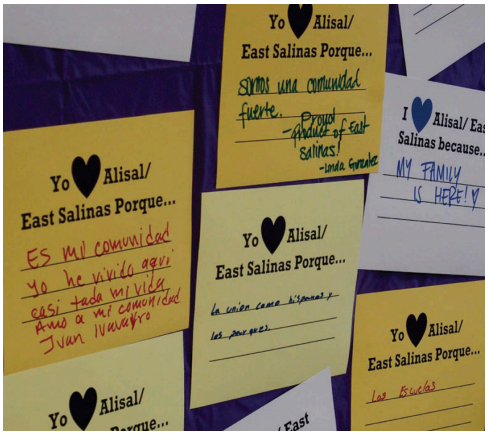
**Vision Setting and Culture Building**

It is important to create spaces for people to come together and strengthen St. Helena's community identity and build authentic culture. Ultimately, culture is made by working together to achieve something greater than ourselves.

The city and the chamber host a number of events, such as the Holiday Wine Barrel Tree, that are already extremely successful at culture building, and more activities could support local arts and entertainment and encourage inclusivity. These events can be used to engage residents, provide a platform to share aspirations, and collectively define St. Helena's vision for the future.

Building upon this vision, St. Helena can strengthen its "brand" to be a representation of the distinctive identity of the town: something in which the community collectively believes and in which it is invested. This process ensures that St. Helena's brand will be authentic to its unique characteristics and culture. Through the robust presence the chamber has created on social media, city websites, and more, St. Helena can share its distinctive brand and vision with the world. This authenticity is what will attract visitors.

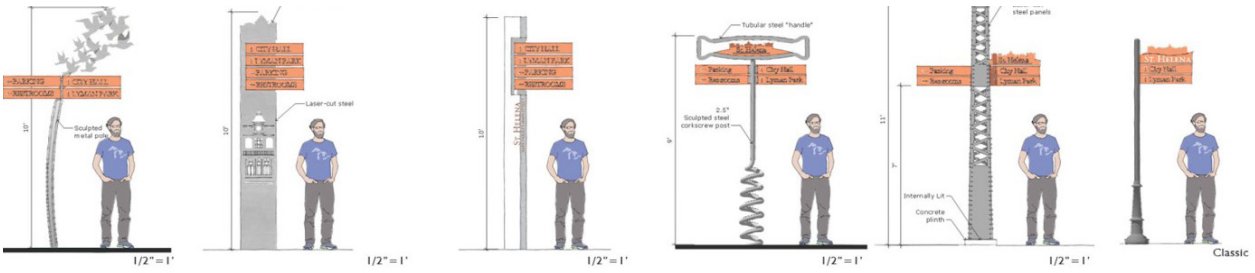






*Interactive engagement strategies in Salt Lake City, Utah [N], Salinas, California [O], and St. Louis, Missouri [P] that ask the community to define their vision of their city.*




*Differently themed wayfinding concepts developed as part of Cultivate St. Helena.* [Q]





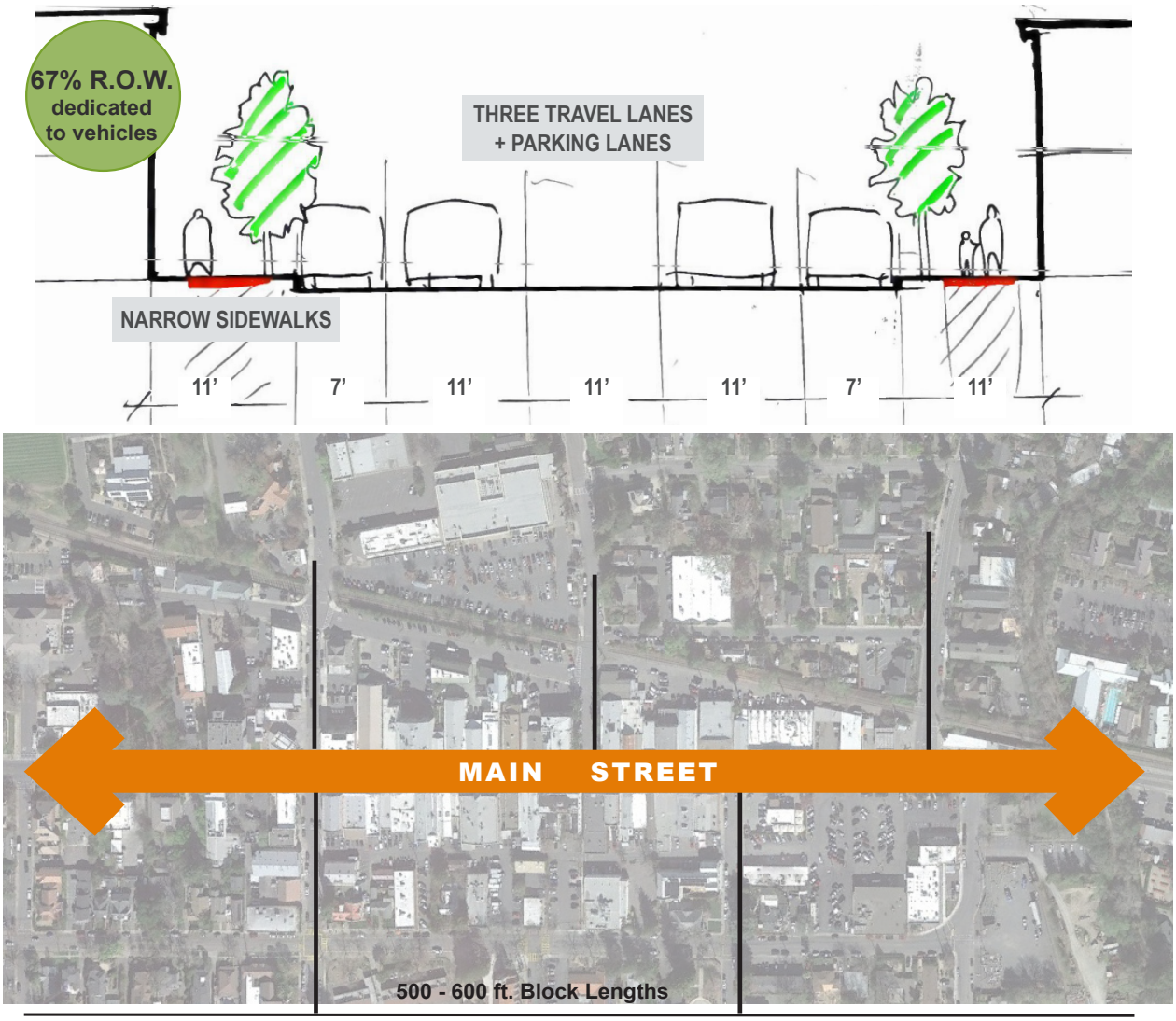




*Examples of community events within St. Helena: the Holiday Wine Barrel Tree* [R]*, the farmers market, and trivia nights.* [S]

## Placemaking: Concentrate, Connect, and Catalyze

The panel observed that St. Helena's image of itself is too one-dimensional. St. Helena is much more than just its Main Street: it has considerable potential to express itself as a larger district and multi-layered downtown. Considering the town's core as a larger district would create a stronger sense of place, with a wide variety of economic opportunities. Expanding the perception of downtown to include not only Main Street, but also the side streets of Railroad Avenue and Oak Avenue, creates a rich neighborhood fabric while simultaneously strengthening Main Street's role. Instead of a single corridor, downtown St. Helena would become a robust network of pedestrian-oriented streets and destinations, organized into loops that connect to an enhanced Main Street and focused activation at key opportunity sites.

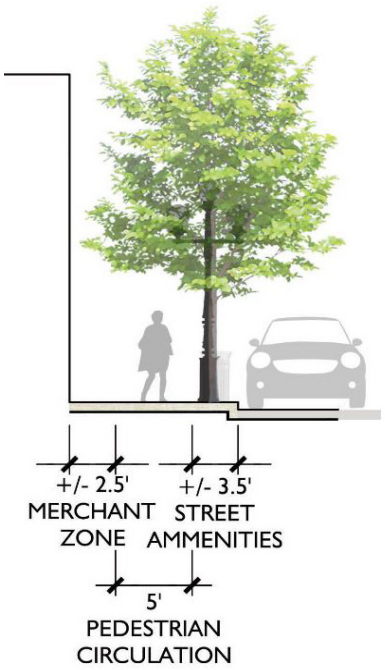


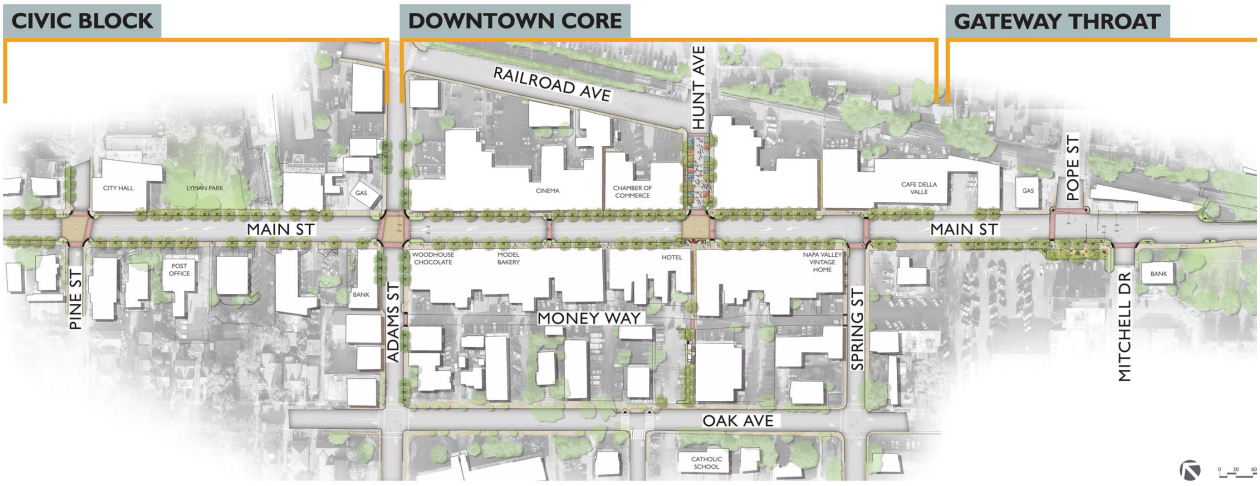

*(Top) Panelist sketch of existing Main Street section with the majority of the R.O.W. dedicated to vehicular uses.*
*(Bottom) How the city sees its Main Street: as a corridor.*

**Existing Main Street**

St. Helena's Main Street remains the centerpiece of the downtown fabric; however, it also has a number of inherent challenges. Most significantly, it is a Caltrans highway and therefore experiences higher traffic volumes. These result in air and noise pollution, which diminish its "linger factor." The pedestrian experience is confined to narrow sidewalks and is further challenged by long block lengths (500 to 600 feet), which are double what a comfortable pedestrian retail environment would seek to establish.

While the panel held high hopes for planned investment in Main Street, the proposed streetscape project is not much more than a sidewalk replacement project. The panel saw both an opportunity—and a considerable need—to address Main Street in a more holistic way, with sidewalk improvements, traffic calming, and an enhanced public realm as integral parts of this significant undertaking and investment. The panel recommends that the improvements project as proposed be reimagined, with a focus on making a bigger impact to Main Street's public realm and quality of pedestrian experience.

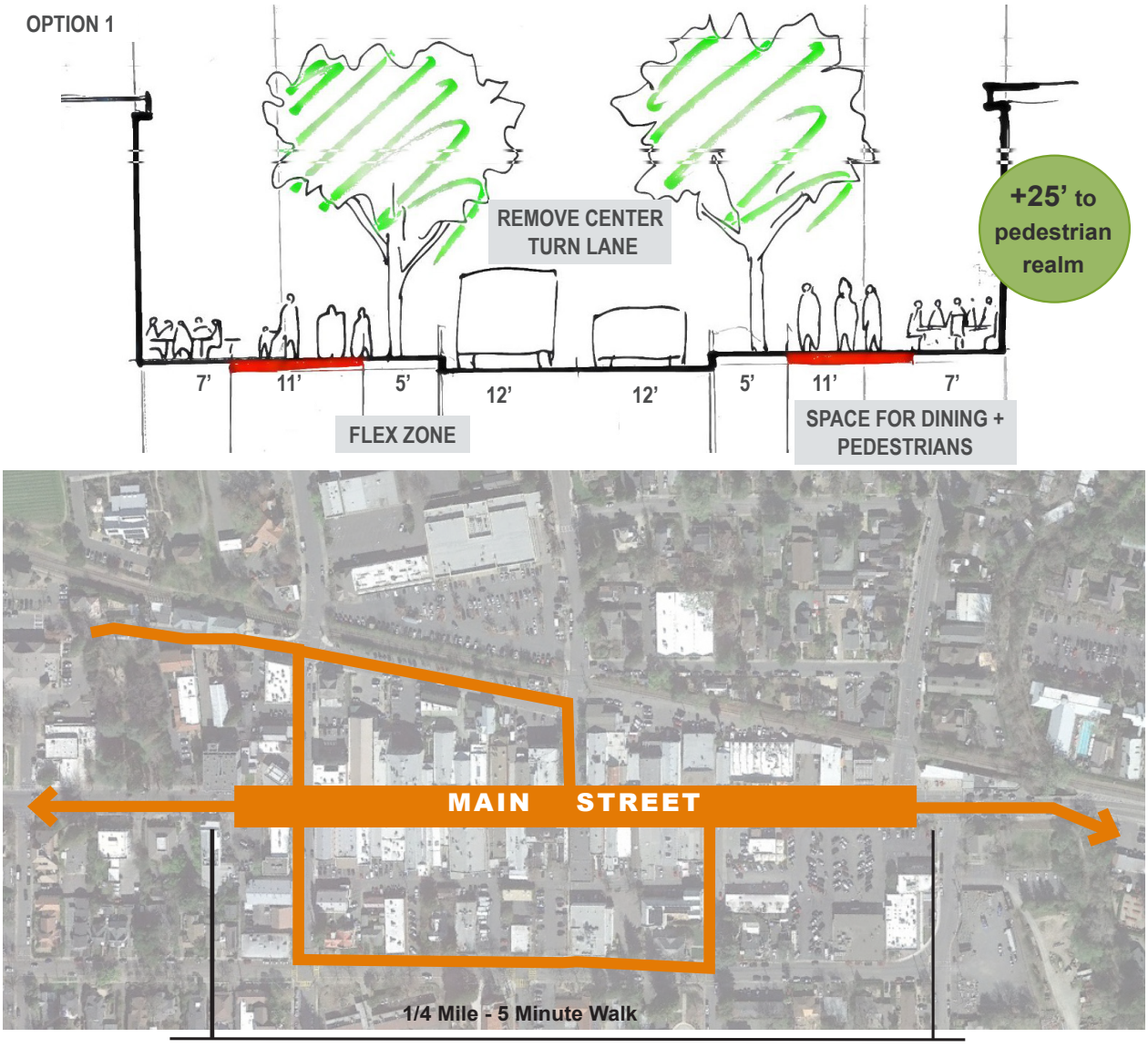



*Excerpts from the Cultivate St. Helena Downtown Streetscape plans.* [7]
*(Top right) Sidewalk replacement with same street section and narrow area for pedestrian circulation.*
*(Bottom) Overall streetscape plan scope area.*

**Reimagining Main Street**

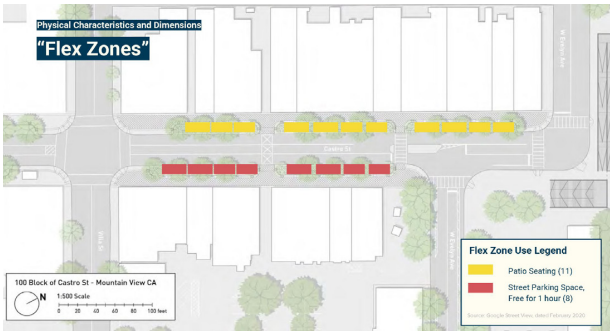
There are certain constraints to working within the existing Caltrans right-of-way (R.O.W.), but the lanes and sidewalks could be reconfigured to allocate more space to the pedestrian realm within the quarter-mile between Adams and Spring streets (the blocks that comprise the primary pedestrian core). In this segment, if the city pursues the closure and pedestrianization of Hunt Avenue from Main Street to Railroad Avenue, the center turn lane could potentially be removed to allow wider sidewalks on either side.



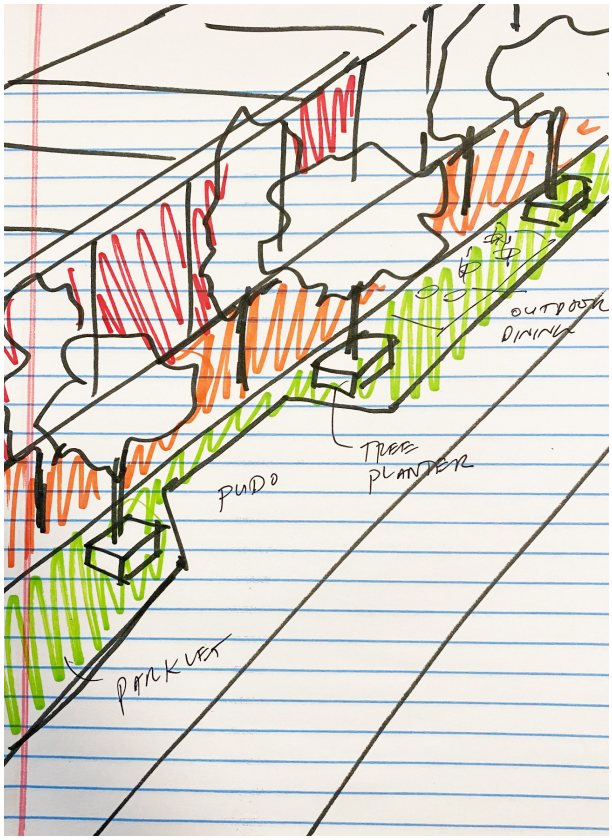

*(Top) Conceptual street section of a reimagined Main Street with space reallocated to the sidewalks and flex zone.*
*(Bottom) How the panelists see Main Street: with interconnected pedestrian prioritized loops.*

In addition, solving the perception of parking scarcity will be key to unlocking opportunities for rethinking of the ROW allocation and alleviating the demand for parking space on Main Street. The parking lanes along the entirety of Main Street could then be converted to flexible zones. Flex zones take various forms, depending on their adjacencies and community-determined needs. In some areas, parking stalls may remain, particularly for ADA accessibility; elsewhere, they could accommodate service, loading, and pickup/dropoff areas, planting buffers, bike lanes, outdoor dining and retail, or a combination of amenities for pedestrians.

A case study using this strategy is the successful transformation of Castro Street in Mountain View.




*Example of flex zone designations on Castro Street, Mountain View.* [U]




*Conceptual sketch of Main Street flex zone with a combination of parklets, planters, and PUDO (pick-up and drop-off) areas.*




*Castro Street Redesign* [U]

## FLEX ZONE CASE STUDY: Castro Street, Mountain View, California

*In the 1980s, Mountain View recognized that the lack of a good quality pedestrian experience was detrimental to its downtown main street—Castro Street. By expanding opportunities for parking off Castro Street, the city was able to reimagine the curb lane, planting trees 30 feet apart to either retain parking in between or provide businesses with the opportunity to occupy this "flexible zone" with dining and seating.*

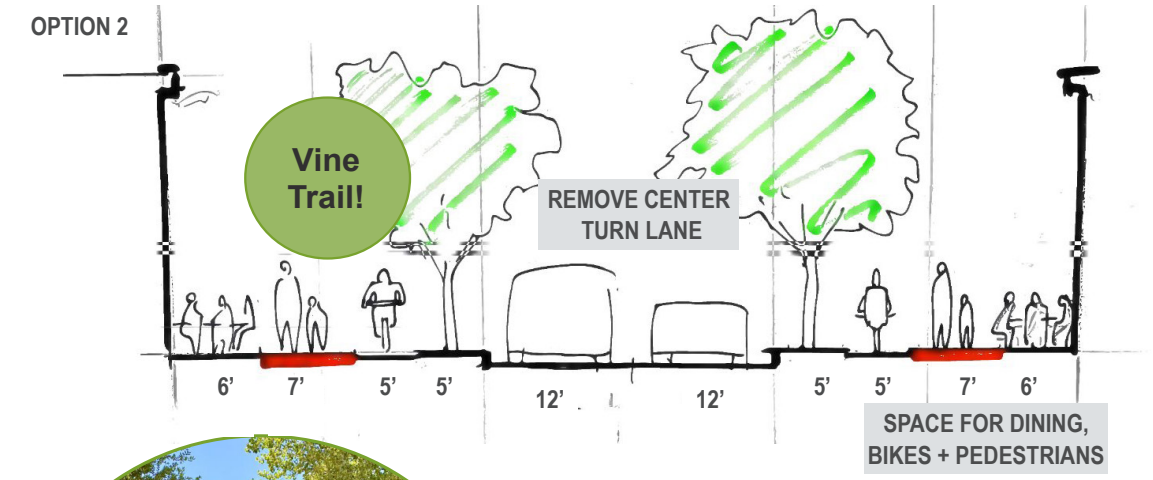
*A flex zone could be an interesting solution for St. Helena's Main Street, which could be tested using temporary measures such as parklets.*

*Today, the City is exploring further modifications to Castro Street post pandemic. Learn more about this project at: Castro Street 100 Block Feasibility Study*

Converting Main Street into a more pedestrian-friendly street would help calm traffic in downtown St. Helena and provide a more multi-modal environment for pedestrians and cyclists. The Vine Trail alignment could also be reconsidered as part of this effort, with the opportunity to form a connection directly down Main Street.

The panel also suggested tactical improvements as a short-term way to demonstrate activation or change before committing to permanent changes. Parklets and other temporary curb lane extension strategies provide a lower-cost way of exploring modifications to the parking lane. This type of installation could be as simple as the introduction of tree planters or a complete patio buffered from the adjacent vehicular lane.

By requesting a grant extension for the One Bay Area Grant (OBAG) funds currently slated for the sidewalk replacement project and waiting for additional funding capacity, the city will ensure the best possible outcome for the public realm, making the impacts to businesses and investment of resources more worthwhile. Reimagining Main Street will create the space to support the spontaneous gathering and activation that it lacks today.

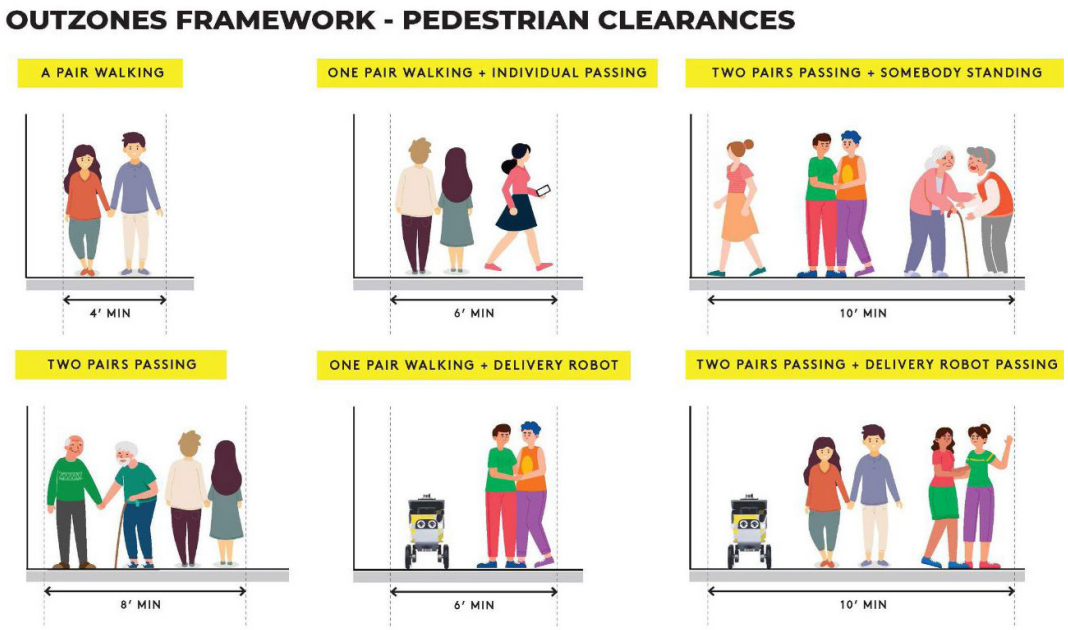




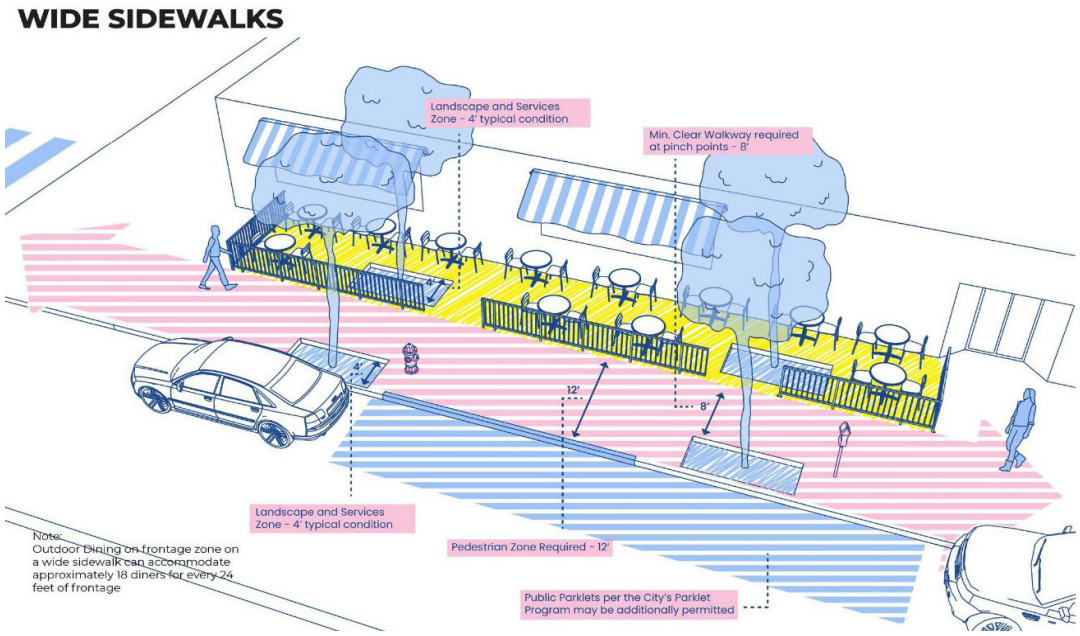





*(Top) Conceptual street section of a reimagined Main Street with Vine Trail bike lane.*
*(Bottom) Precedent imagery of the Vine Trail [v] and sidewalk space for dining. [w]*




*Merchandising Plan*




*Guidelines for sidewalk width and clearances to optimize the pedestrian experience.* [x]

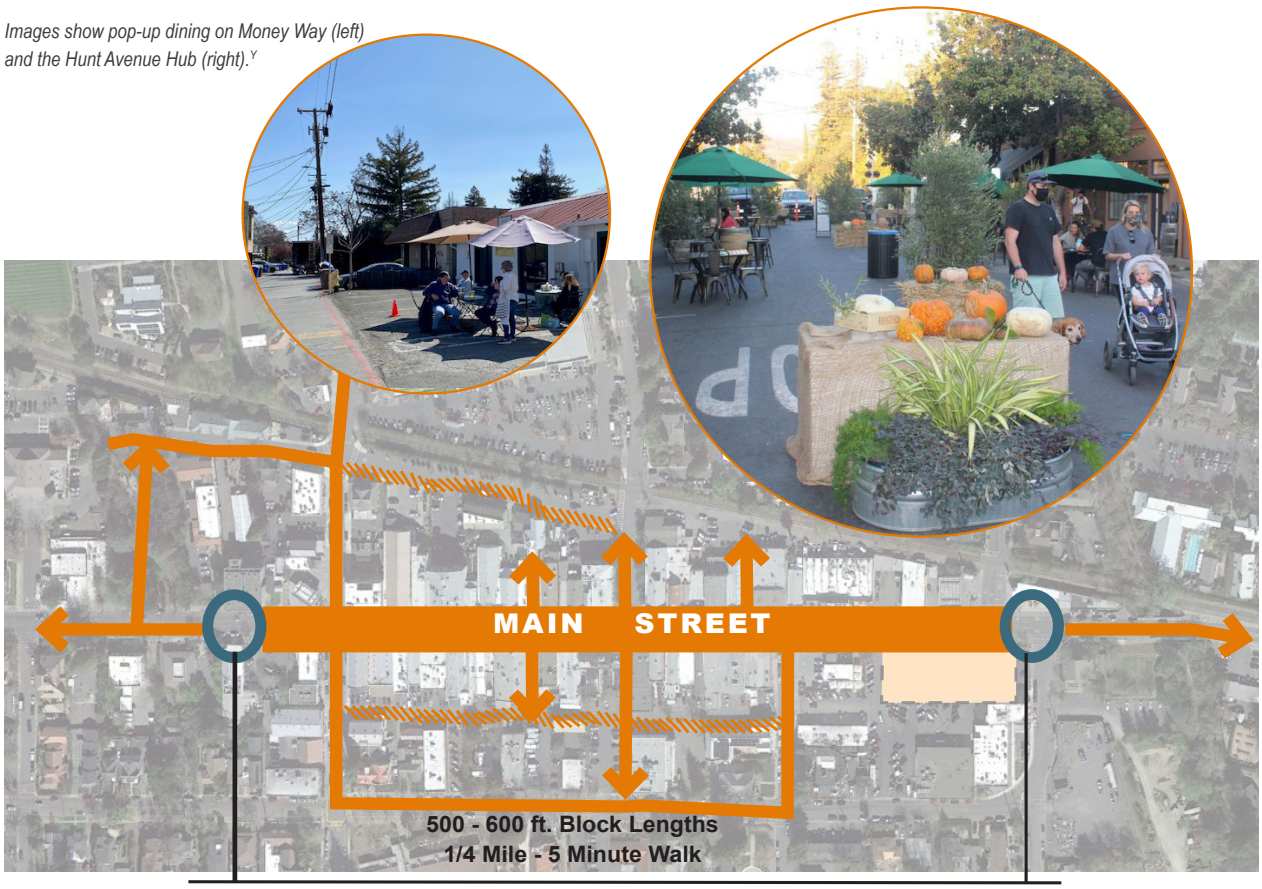
**The Downtown Network**

Downtown St. Helena includes a network of streets that support the entire district. Main Street has several parallel streets and alleys, including Railroad Avenue, Money Way, and Oak Avenue, which are mixed use and present less traffic-intensive alternatives for pedestrians and cyclists.

With Main Street as the primary attraction in downtown, current patterns show pedestrians moving back and forth along the thoroughfare. This could be expanded to a series of walking routes or loops that include complementary side streets, alleys, and midblock laneways, bringing life and energy to existing businesses.

These supporting parallel streets also provide alternative routes that allow occasional partial street closures. Hunt Avenue was partially closed to vehicular traffic during the Hunt Avenue Hub pilot project, which provided outdoor dining opportunities during the peak of the COVID-19 pandemic. Although this intervention caused push back by some business owners, the panel encourages St. Helena to continue to consider parallel streets as opportunities for future activation to strengthen the concept of a "Downtown" (and by extension, "Main Street"), either permanently, or through more regular temporary initiatives.

*Images show pop-up dining on Money Way (left) and the Hunt Avenue Hub (right).*[Y]

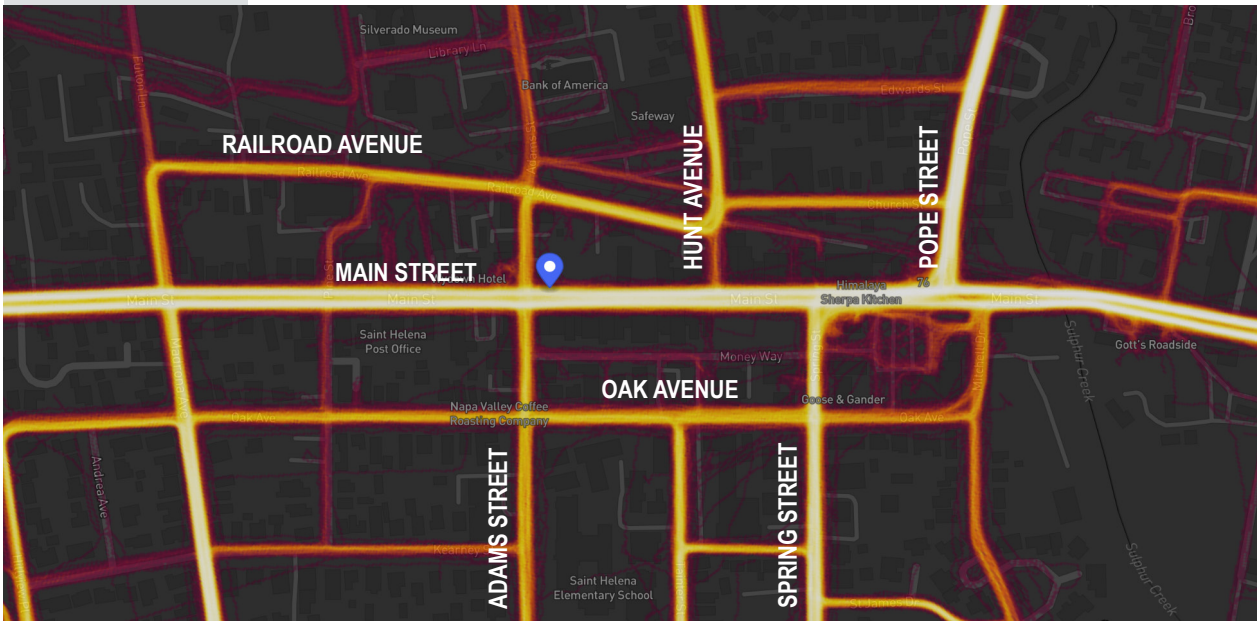



*How the panelists envision a multi-modal network of streets with gateways at either end of the Main Street's core.*

## WALKING ROUTES




## CYCLIST ROUTES




*Heat map data from STRAVA demonstrates how people have already created a functional network through their use patterns.* [z]

The panel also recommended improvements to St. Helena's existing laneways as connections from Main Street to the parallel streets, and a strategy for creating a finer-grained, more interesting, diverse, and layered network of 300- to 400-foot blocks. In places like Melbourne, Australia, and Seattle, Washington, these narrow spaces are prime candidates for public art, intimate dining, and other forms of activation and place branding. Although once overlooked, in many cities, spaces such as these have increasingly become compelling signatures within the urban fabric for their uniquely local character and their ability to provide a variety of experiences.

"Cultivate St. Helena" examined Telegraph Alley, and a citizen-led group has already come up with several ideas for its connection to an activated Money Way. The panelists support these community-driven initiatives as a complement to larger city-led projects. However, given the somewhat "gritty," unconventional, and evolving nature of these spaces, the panel recommends that the city, and sponsors of projects to activate these lanes, treat them as "temporary experimental spaces." Use simple, low-cost strategies to learn what works, what resonates, and what provides a ready point of identity for the community. The roles of these places should be "rapid prototyping" to try new ideas and create constant energy through innovation, not a long, drawn-out process that seeks perfection, risking entanglement in laborious code and design reviews.

Through investments in its alley/laneway networks and by inviting pedestrian traffic through either design interventions or simply better wayfinding, St. Helena can guide people on foot to Railroad Avenue, Money Way, and Oak Avenue, thereby creating a walking district that brings life, commerce, and energy to the greater downtown.

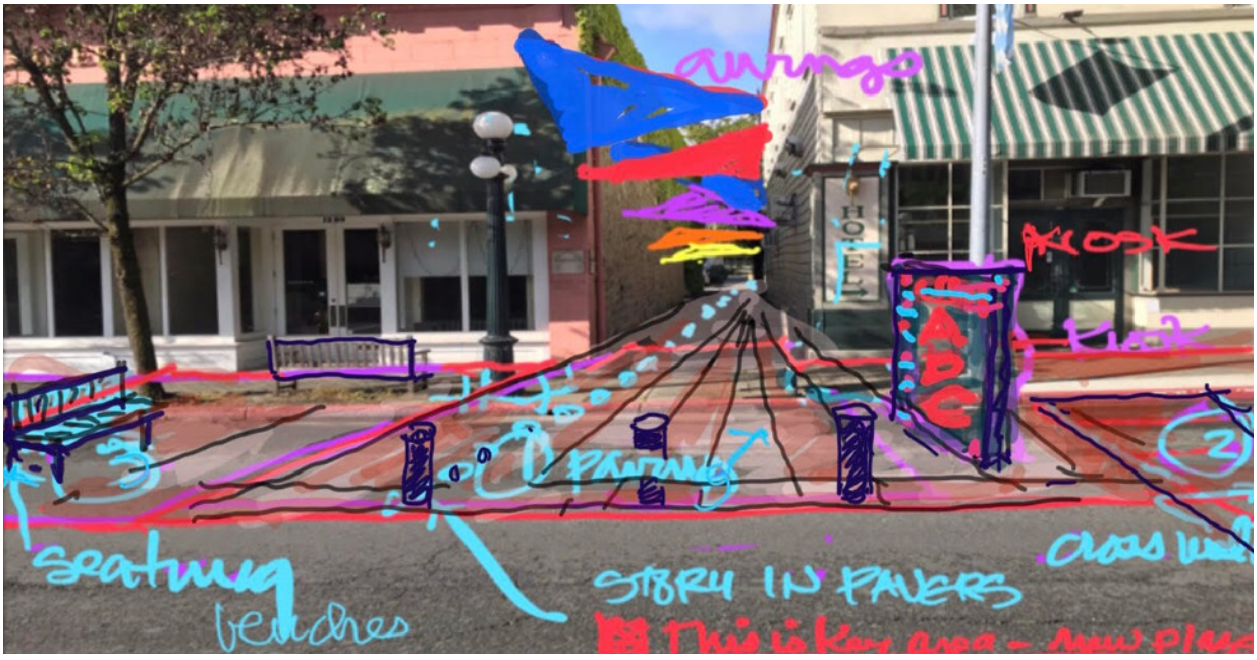



*Precedent imagery of "greening" Guildford Lane in Melbourne, Australia.* [AA]



*Precedent imagery of an activated Clear Alleys in Seattle, Washington.* [BB]




*(Top) Site tour image of Telegraph Alley.*
*(Bottom) Citizen-led group vision for Telegraph Alley connection to Money Way.* [CC]

**Opportunity Catalyst Sites**

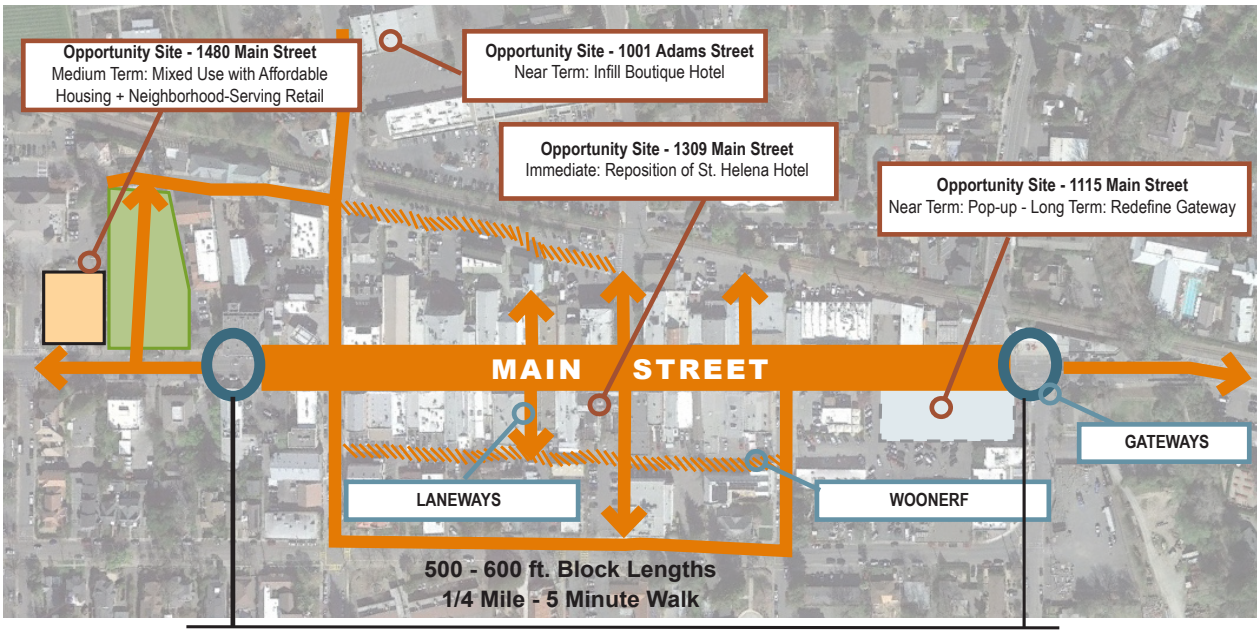
In St. Helena's downtown, a number of underused sites hold considerable potential for enhanced place branding and economic value generation through creative new development and/or activation. Some of these catalyst sites are publicly owned, whereas others are privately owned.

Publicly owned sites have the potential for the city to drive catalytic projects by way of strong leadership and more economic flexibility via lower land basis. Privately owned sites may require more market-driven investment strategies, but the city can be a supportive partner through aligned visioning, streamlined approvals, and (where appropriate) supportive financial incentives. The panelists considered land uses and public/private partnership strategies for these sites with a long-term economic view and a balance between visitor and resident priorities.

*Hotel Uses: 1309 Main Street & 1001 Adams Street*

The panel strongly recommended development of several new boutique hotels, beginning with the restoration of the historic St. Helena Hotel and also considering an opportunity site such as 1001 Adams Street. The recently entitled Farmstead Hotel, at the southern edge of city limits, is approved for 65 new rooms.[12] However, the market can support far more rooms, and the city would benefit from the increased transient occupancy tax (TOT) that such development would generate. Local St. Helena residents may have a contentious history with opposing hotels, but neighboring towns in the region have successfully managed new hotel growth and benefited from the resulting TOT to help fund important resident quality-of-life investments such as park maintenance, multi-generational programming, and affordable housing.

Hotels located downtown bring overnight guests who would directly improve the vitality after 5 p.m. The issue of lack of evening activity was raised time and again during stakeholder interviews. The hotels should include active ground-floor uses, such as bars and/or dining, that engage the street and have the potential to become places for local residents as much as for tourists.




*Opportunity sites on and off of Main Street would serve to activate the entire Downtown network. See next spread for specific recommendations by site.*

*Mixed Uses & Housing: 1480 Main Street*

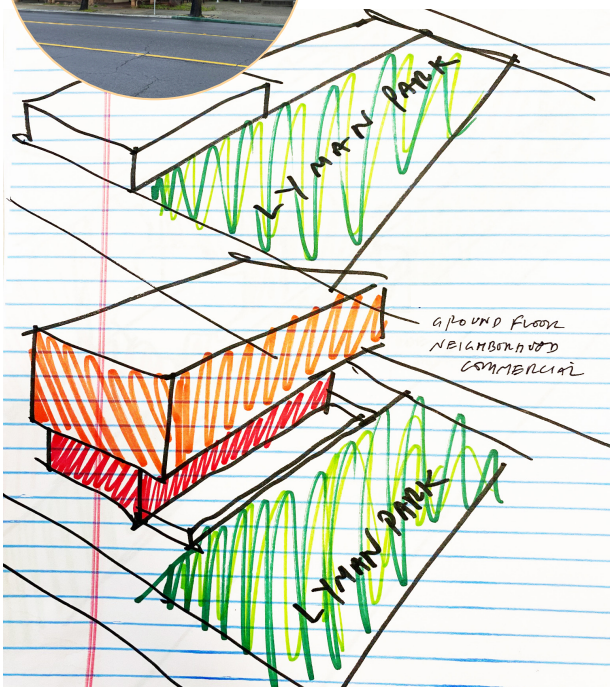
The panelists also supported housing for the residents of St. Helena, particularly as part of mixed use projects with affordable options that serve the more economically vulnerable members of the community: families, seniors, and the workforce. Affordable housing should be considered on publicly owned sites, such as 1480 Main Street, so that the city can unlock state grant funding for infrastructure and transportation linked to affordable projects. The city could maintain a higher level of design control through a partnership with an affordable housing developer, and ensure a mixed use environment with ground-floor, neighborhood-serving uses.

*Pop-Up Uses: 1115 Main Street*

Another creative public/private partnership could be sponsorship and development of an incubator kitchen. This growing trend relies on smaller footprints to provide a lower barrier to entry for people new to the restaurant profession and has been demonstrated to support job creation. Such kitchens would also encourage longer-term investment in the city after a restaurateur becomes more established. Building on the legacy of the Culinary Institute of America, and the "foodie" culture of St. Helena, this is a great economic development tool and program addition for infill development at any number of opportunity sites in the re-envisioned downtown, including the panel-identified site on the parking lot of 1115 Main Street.

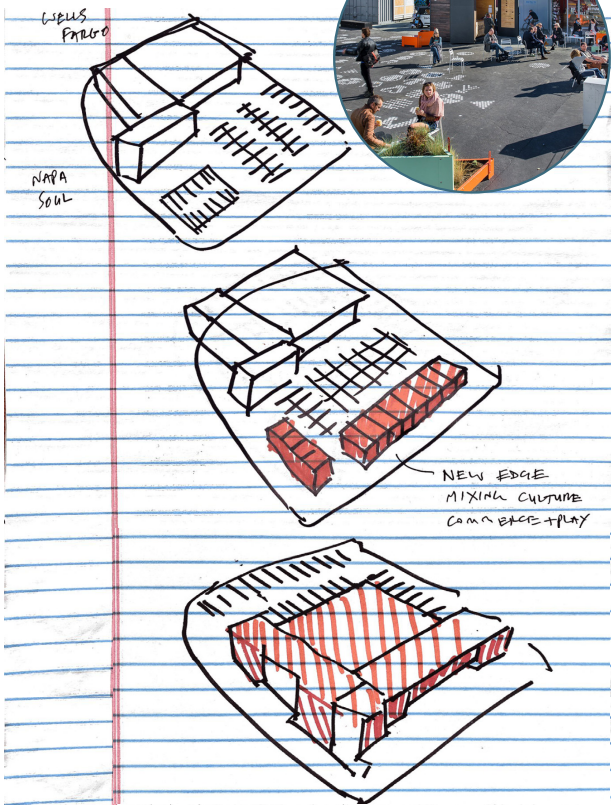


*1480 Main Street, Former City Hall*




*Interim activation at Proxy, SF.* [DD]






*Conceptual sketches of the redevelopment potential at the 1480 Main Street site (left) and 1115 Main Street (Sunshine Foods) site (right). See next spread for specific recommendations.*

| HOTELS: Site Recommendations | IMMEDIATE | NEAR TERM | MEDIUM TERM | LONG TERM |
|---|---|---|---|---|
| **1309 Main Street: St. Helena Hotel**<br>*Refresh and reposition* | ● | | | |
| **1001 Adams Street**<br>*Hospitality infill hotel with groundfloor dining* | | ● | | |

## HOTEL REPOSITION CASE STUDY: The Madrona Hotel, Healdsburg, California

*Originally built in 1881, the Madrona is a 24-room boutique hotel in Healdsburg, California. Co-owned and restored by renowned interior designer Jay Jeffers, this historic mansion was respectfully restored while still bringing a modern, eclectic, and energetic style to the space. The site restaurant caters to both hotel guests and Healdsburg residents, and has become an important part of the community fabric since reopening.*

*The repositioning of the historic St. Helena Hotel could similarly breathe new life into Main Street and become an important hub for the community.*

*Learn more about this project at themadronahotel.com*



*The Madrona Hotel Restoration* [EE]

## HOTEL INFILL CASE STUDY: Hotel Healdsburg, Healdsburg California

*Learn more about this project at hotelhealdsburg.com*

| MIXED USE & HOUSING: Site Recommendations | IMMEDIATE | NEAR TERM | MEDIUM TERM | LONG TERM |
|---|---|---|---|---|
| **1480 Main Street: Former City Hall**<br>*Mixed use with an affordable housing component, groundfloor neighborhood-serving retail and Lyman Park improvements* | | | ● | |



*Parc on Powell Multi-Family*

## MIXED USE CASE STUDY: Parc on Powell, Emeryville, California

*Completed in 2015, this mixed-use project consists of multifamily apartments over ground-floor retail space and is adjacent to an off-site public park. The mixture of rental unit types attracts diverse tenants, and the project is a "complementary addition to the surrounding mix of residential and commercial developments."*

*The mixture of uses and the mid-rise scale are appropriate to St. Helena's context and could be a good template for the 1480 Main Street site and adjacent Lyman Park.*

*Learn more about this project at: architectmagazine.com/project-gallery/parc-on-powell*

| POP-UP: Site Recommendations | IMMEDIATE | NEAR TERM | MEDIUM TERM | LONG TERM |
|---|---|---|---|---|
| **1115 Main Street: Sunshine Foods Parking**<br>*Incubator kitchen, Retail, Public Art, Events*<br>*(long term consider comprehensive redesign to define gateway)* | | ● | | ● |
| **Additional Future Opportunity Sites**<br>*Incubator kitchen* | | | ● | |

**POP-UP CASE STUDY:** The Wash, East Nashville, Tennessee

*Through an adaptive reuse of a former self-serve car wash, "The Wash" converted each of its six bays to create affordable, 400-square-foot spaces for chefs to test new food concepts and develop their business skills. This innovative low-cost offering provides a path for emerging chefs to get a foothold in the local market, refine their menus, and develop a local following before investing in a permanent space. The Wash has attracted a diverse array of talented young chefs and provides a range of moderately priced food options, creating an attractive anchor for locals in this East Nashville neighborhood.*

*With the Culinary Institute of America nearby for potential support, an incubator kitchen could create a unique St. Helena signature with opportunities for new chefs and constantly changing (and affordable) food options to residents.*

*Learn more about this project at: eatwash.com*




*The Wash, Adaptive Reuse Incubator Kitchens* [FF]

With all of these opportunities, the city will need a clear economic development framework, and a heightened sense of urban design to ensure that the overall vision for downtown is upheld. There are a number of excellent examples on Main Street, where historic architecture has been renovated with care to preserve the storefront authenticity while modernizing its use. This emphasis on historic character should serve as a template for how the architecture of new developments can both create gateways to downtown and reinforce the identity of St. Helena. Additional opportunity sites not included in the TAP study area could also be considered for these projects and other types of land uses.

## Decision Making: Process, Choices, and Actions

St. Helena has a robust retail market and significant resources, but it is also facing mounting costs associated with aging infrastructure and lacks funding and staffing resources to meet projected demands. These are challenges that all cities face, and there are strategies to build a path forward. The final focus area for the panelists was to identify a decision-making framework to ensure that the city does not remain stuck and that projects are prioritized to deliver long-term economic sustainability.

**How to Evaluate Projects**

As stated in St. Helena's General Plan Update 2040, "creating a sustainable community and stable economy requires meeting basic needs and providing opportunities for current and future residents."[13] The city has identified a number of projects, many of which require significant resources. While the city clearly needs to advance projects that will generate revenue, the community is concerned about prioritization of visitors over residents. The city would benefit by focusing on enhancing quality of life for residents while supporting tourism, and recognizing that the latter is a critical component of the city's long-term economic stability, as the engine that will ultimately fund the services that will sustain the local community.

The city seems to be grappling with a wide range of issues and potential projects. The scope of some of these projects is significant and will require dedicated staff resources. Adopting a list of decision-making criteria will assist the city in establishing priorities and ranking projects based on their ability to meet key goals. With each potential project, the city should ask itself the following questions:

**PROJECT EVALUATION CHECKLIST:**

- ☐ **Does it address a real or perceived problem?**
- ☐ **Does it support the residents?**
- ☐ **Does it generate revenue? What is the return on investment (ROI)?**
- ☐ **Does it leverage outside resources?**
- ☐ **Do we have the capacity (budget and staff) today to implement it?**
- ☐ **Is it sustainable—can we maintain it in the long run?**

In addition, projects should be separated by the level of effort required to implement them. Some are ***"big deals"*** that will have long-term impacts for St. Helena but will require more upfront investment to execute and bring to fruition. These include the large-scale infrastructure improvements on Main Street and infill development projects at various opportunity sites.

Meanwhile, other, smaller projects could be low-hanging fruit, such as improved signage, lighting, public art, and the temporary installation of parklets or planters. These ***"small wonders"*** have immediate impact for residents and demonstrate movement forward, while more intensive city resources can be dedicated to the mid- to long-term "big deals."





*Precedent examples of "small wonders": mural programs (left) [GG] or twinkle lights at Larimer Square (right). [HH]*

**Process Tools**

More broadly, the city would benefit from establishing an overall economic development strategy. The example outlined here is borrowed from Morgan Hill's Economic Blueprint,[14] a unifying vision that serves as the "North Star" for all future growth in a city that has overcome many of the same challenges currently facing St. Helena.

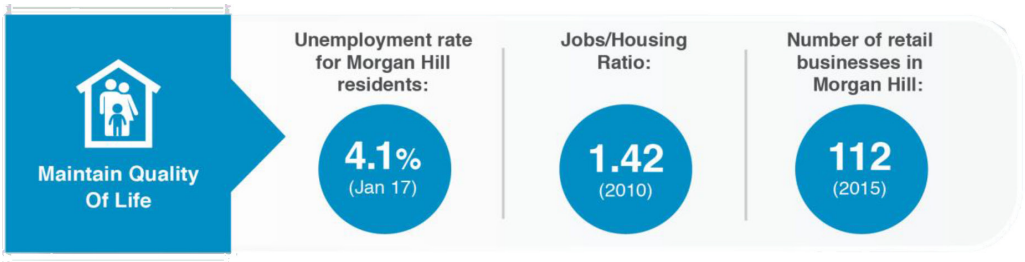
## PROCESS: Attract Investment through Land Use and Policy Decisions

- **Identify Opportunities:**
  *What sectors have potential for growth*
- **Have Clear Intentions:**
  *What are the long-term goals*
- **Develop Implementation Action Plan:**
  *What is each specific step - Who is responsible*
  ⟶ Identify Strategies
  ⟶ Develop Clear Actions
  ⟶ Establish Timeline
  ⟶ Assign Responsibility
- **Foster Partnerships:**
  *Where can partners support the city*
- **Use Economic Indicators to Evaluate Progress:**
  *How can success be demonstrated*
- **Remove Unnecessary Barriers:**
  *How can the city get out of the way*




*Excerpt from the Morgan Hill Economic Blueprint identifies the primary sectors with potential for growth.* [11]

As projects begin to come online, it is important to be able to quantify their success. This will validate the framework internally and demonstrate positive progress to the community. Some economic indicators to consider are those used in the Morgan Hill Economic Blueprint that demonstrate increased quality of life for residents, fiscal sustainability, job and housing growth, and the vitality of the tourism industry.



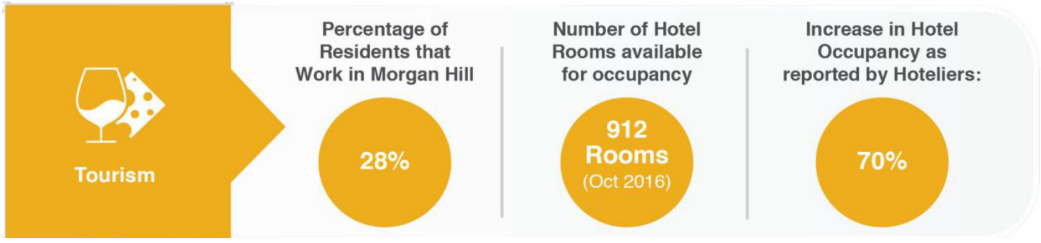

*Source: State of California Employment Development Department, California Department of Education, Census Bureau*




*Sources: Santa Clara County Assessor's Office, State of California Board of Equalization, Colliers International*




*Sources: State of California Employment Development Department, U.S. Census*




*Excerpt from the Morgan Hill Economic Blueprint identifies the economic indicators to measure growth and positive feedback for the community.* [II]

**Financial Tools**

Hand in hand with this economic development strategy is the set of financial tools and funding sources available to support it. To begin with, it is best to focus on leveraging funding sources that the city can control.

The city could also explore a number of powerful revenue sources that would require some level of voter approval, depending on the type of tax or fee proposed. Detailed descriptions of some of these revenue enhancement strategies are included in the report prepared for the city by Baker Tilly[15] and presented to Council in February and May 2023. In these instances, it is important to have earned the trust of the community through quick wins before placing a measure on the ballot to maximize the potential for it to pass.

## **FINANCE:** Leverage Existing Funding Sources and Expand Financing Potential

**Under City Control:**

- **Update development, impact, and user fees:**
  - ⟶ Ensure new projects pay their fair share.
  - ⟶ Maximize revenue for the city without deterring development.
- **Apply for grants:**
  - ⟶ Develop a strategy for grant applications and reinforce it as a matter of habit to become more competitive.
  - ⟶ Apply at the local, state, and federal levels.
- **Seek private-sector support:**
  - ⟶ Reach out to business community for donations.
  - ⟶ Have a naming policy to acknowledge donors.
  - ⟶ Establish public/private partnerships for larger scale projects.
  - ⟶ Engage community volunteers: create an active and involved citizenry.
- **Review leases of city-owned properties:**
  - ⟶ Ensure they are aligned with today's priorities and modify as needed.

**Require Voter Approval:**

- **Raise Transient Occupancy Tax (TOT):**
  - ⟶ Approach to increase local revenue paid by visitors without direct impact to local residents.
  - ⟶ Rate should be appropriate to regional context and comparable to neighboring jurisdictions.
- **Implement New Local Sales Tax Measure:**
  - ⟶ Requires clear consensus on what tax revenue should be spent on, such as new public amenities (parks, recreation facilities, affordable housing, or other resident-serving uses).
  - ⟶ Consider only after having built trust with local resident community.
- **Assess a Business License Tax:**
  - ⟶ Reassess the way that businesses are taxed and consider the application of gross receipts model to increase revenues.
  - ⟶ Use funds for essential services like fire, police, and street maintenance.
- **Propose General Obligation Bonds:**
  - ⟶ Likely not politically feasible at this time.
  - ⟶ Should be considered only in the future when the financial situation is approved, as they pledge community's general fund revenues for repayment.

Special financing districts are also a powerful tool for local communities to raise funds for capital infrastructure costs in designated areas. They require buy-in and approval from affected property or business owners and should be evaluated carefully for both costs and benefits as implementation of these districts can require significant upfront and ongoing resources. Examples of common districts used in California communities include the following:

**Community Facilities Districts (CFDs)**
CFDs are a financing tool, based on a parcel tax, that can be implemented by local governmental agencies including cities, counties, special districts, and joint power authorities to pay for a wide range of public facilities, or for certain public services. They require a vote of affected property owners.

**Enhanced Infrastructure Financing Districts (EIFDs)**
EIFDs are public entities that can finance the construction or rehabilitation of specific types of community infrastructure, including public realm improvements, housing, transportation and other infrastructure items. Also requiring voter or landowner approval, EIFDs have the authority to use tax increment financing, in addition to other more conventional funding sources such as fees or assessments.[16]

**Property Based Improvement Districts (PBIDs)**
PBIDs require a vote of property owners within a planned district. Their vote on a district management plan would establish a scope of work for the district and the amount of taxation to pay for it, which would be collected through property tax bills. This is a powerful tool for commercial districts that can fund operating programs like ambassadors, but also ensure sufficient steady revenue to bond against to invest in larger infrastructure programs. If there are several major landowners in downtown that are receptive and can help champion this initiative, it may be possible to create a PBID at a relatively low cost ($100,000 to $200,000 in consultant and staff time).

**Land Use and Zoning Tools**
The last piece of this framework is to more closely examine zoning codes and plans through an economic development lens. St. Helena is preparing to adopt a comprehensive zoning code update[17], so this is the time to thoroughly scrutinize it and ensure that the code is supporting the city's established economic development strategy and long-term goals.

### CHECKLIST: Take a Red Pen to the Zoning Code

- ☐ **Make zoning less prescriptive.**
- ☐ **Allow spaces to be flexibly programmed.**
- ☐ **Allow more uses by right.**
- ☐ **Do not be afraid of density; control character through objective design standards (form).**
- ☐ **Make it performance-based zoning.**
- ☐ **Invite your colleagues from other neighboring jurisdictions to give honest feedback.**

Lastly, be strategic about when a specific plan or a precise plan with an EIR can be conducted in lieu of a master plan. For example, with the Downtown Specific Plan, this approach could facilitate the development process by streamlining the community engagement process, building consensus once, and making it easier for individual projects to move forward in the future.

## Concluding Recommendations for Implementation

The tools and strategies outlined throughout this report are broad-reaching and will take time to come to fruition. The intention of the TAP is to establish a direction for a long-range trajectory for building a real downtown in St. Helena and then to provide actionable steps that can begin immediately.

***The first step is to invest in and grow the city team.*** The panelists identified a considerable lack of "bench depth"—capacity and skills needed to achieve St. Helena's potential. This does not necessarily require hiring more permanent staff positions. The same outcome could be achieved using a combination of permanent and temporary staff; interns and fellows; and consultants and contractors to address issues of urban design, tactical urbanism, economic development, and new business procurement. However, a critical role will need to be filled by someone within the city with the experience, entrepreneurial sensibilities, and authority to advance St. Helena's economic agenda, negotiate on the city's behalf, and work directly with the City Manager. Together this team needs to start with a clear focus on "how do we get to 'YES.'"

**PERMANENT STAFF:**

*Address deficiencies that impact resident quality of life*

**TEMPORARY STAFF:**

*Internal champion to work on a few heavy lifts*

**INTERNS & FELLOWS:**

*Partner with local business community to sponsor*

**CONSULTANTS & CONTRACTORS:**

*Hire experts for specific tasks needed to realize goals*

***The second step is to shake the metaphorical "money tree" and tap into funding and financing sources identified in this report.*** St. Helena is not starting from scratch when it comes to building out its financial capacity; there is already a robust existing business community with capital to tap into. A sustainable financial strategy will include a combination of ongoing and one-time funding sources, as well as financing tools that build on partnerships and community support.

***The third step is to focus on the short-term wins and actions that have a district-wide impact.*** The community of St. Helena is fatigued from planning efforts with no identifiable progress forward. One of the most impactful actions would be to catalyze regeneration of the St. Helena Hotel: getting it back online as a crown jewel of Main Street. The city needs to champion the effort to get a high-quality operator who is willing to invest in bringing the property back to life as a high-end boutique hotel. This reinvestment would demonstrate what Main Street can be and how it can attract new investment.

The city should use its additional staffing capacity to better articulate the value proposition of other existing assets by creating a marketing map of all downtown properties. A similar effort could be applied to parking by conducting a comprehensive parking inventory, identifying opportunities for shared parking on underused private lots, and implementing a signage and wayfinding program to direct people to the available spaces within the broader downtown street network.

Interim activation of the public realm is another easy, visible way to build community support and test the limits of what is possible in downtown St. Helena. Main Street, the laneways, and the broader street network all present opportunities for temporary tactical improvements and creative activation through public art and programming.

With increased staffing and funding capacity, as well as buy-in from the community, the city can then begin to tackle the longer-term "big deal" projects. Use the decision-making framework to prioritize the following projects and establish an implementation action plan:

- **Infill Development of Opportunity Sites**
  - ⟶ Identify the desired positioning, desired community benefits, and market differentiation between two or three new hotels.
  - ⟶ Identify experienced partners who can execute, define the most critical needs, and establish required design parameters, and then work to capitalize and build affordable housing (family, senior, workforce).
  - ⟶ Create a mechanism for public/private partnerships.
- **Reimagined Main Street Improvements**
- **Gateway, Identity, and Wayfinding Strategy**

St. Helena is a town with a great deal of potential. By building an authentic brand together with the community, the city will remain true to its historic identity and ensure that it is inclusive and representative of its residents. Placemaking strategies that support the brand, improve quality of life for visitors and residents alike, and look beyond just Main Street highlight opportunities for tactical urbanism as well as permanent infill development to activate the entire downtown fabric. With the outlined decision-making framework, the city will have the tools necessary to overcome its current institutional stagnation, build increased staffing and funding capacity, and get projects done.

This combination of community partnerships, intentional investment, and a clear strategy for growth will enable St. Helena to regain its position as the heart of Napa Valley, operating as a complete "small town" that fulfills the needs of current and future residents while sharing its authentic wine-country lifestyle with its visitors.



*Panelists at the final presentation.*

## About the Panel



**Jane Lin, AIA, Founding Partner, Urban Field Studio (TAP Panel Chair)**

Jane is a licensed architect and urban designer that wants to make the communities we live in more vibrant, memorable, and enduring. Jane holds a BA in Architecture, MS in Architecture, and a Master's in City Planning from UC Berkeley and is currently a lecturer in the Master of City Planning and Masters of Real Estate Development + Design programs. Jane was the co-founder of Urban Field Studio and has worked with her partners for many years prior to founding Urban Field Studio in 2014.

Her work includes urban design for transit area planning, revitalizing mixed-use districts, campus planning, and housing policy planning with local agencies throughout the western United States. Jane is particularly concerned about the public outreach process and the way we visually communicate with our communities and neighborhoods. She knows the conceptual strategies that she puts forward can only be successful when they are economically viable, community supported, and physically compelling in design.



**Nell Selander, Director of Economic & Community Development, City of South San Francisco (TAP Panel Co-Chair)**

Nell serves as the Director of the Economic & Community Development Department with the City of South San Francisco. In this role, she oversees four divisions critical to development throughout South City: Planning, Building, Economic Development, and Housing. Prior to this role, Nell served as Deputy Director of Economic & Community Development with the City of South San Francisco, managing winding down the former South San Francisco Redevelopment Agency, overseeing the City's affordable housing programs and Community Development Block Grant, and supporting the City's vibrant and growing business community. Before joining the City of South San Francisco, Nell served as the Economic Development Coordinator and then Economic Development & Housing Manager with the City of San Carlos. Prior to that, she worked on various, large capital projects for the Columbus Downtown Development Corporation in Columbus, Ohio. Nell received her Bachelor of Arts in American Studies from Stanford University and a Master of Urban Planning degree from New York University's Robert F. Wagner Graduate School of Public Service.



**John Bela, Principal and Founder, Bela Urbanism + Design**

John is an urban designer and landscape architect based in the Bay Area. A former partner at Gehl, the Copenhagen-based design consultancy, and co-founder of the Rebar Art and Design Studio - the creators of Park(ing) Day. John launched Bela Urbanism + Design in 2021, an urban design consulting practice. John's passion is to create human-scale neighborhoods, great streets, and a diverse, resilient public realm. John is a pioneer in user-generated urbanism and iterative placemaking and is skilled at applying human scale design from the scale of the neighborhood to the eye-level experience of everyday life. He holds degrees in landscape architecture and environmental design from UC Berkeley, biochemistry from UMass, Amherst, and Sculpture from the School of the Art Institute of Chicago.



**Noah Friedman, CEO/Co-Founder, Vibemap**

Ever since Noah was a kid, he has used his passion and enthusiasm to bring people together. Noah is currently using his skills to help strengthen human connection and increase social consciousness as the CEO and one of the co-founders of Vibemap.

Born and raised in Berkeley, social justice and environmental sustainability are the lenses that inform everything Noah does. He has spent over 20 years in architecture, urban design, planning, and real estate development. At the same time, Noah also has a lifetime of success in real estate and technology investments. Noah is dedicated to his family and friends, and he is committed to making the world a better place for as many people as possible.



**Jim Heid, Founding Partner, UrbanGreen Advisors & CraftWork Development**

Jim is an infill developer and strategic real estate advisor focused on the tools and techniques that lead to a more sustainable built environment. Jim founded CRAFT DnA, a real estate development company focused on incremental development and intentional place-building as a successor to his consultancy UrbanGreen.

A resident of nearby Healdsburg, CA for over 20 years, Jim sits on the community's *Housing Element Update Working Group*, and is a recently elected Board member of the *Healdsburg Chamber of Commerce*. He founded, developed and operates a downtown coworking and business incubator- **CraftWork** - and designed and developed an awarded high density infill housing project – **RiverHouse** - amidst the City's challenging growth management and archaic zoning codes.

An active member of the Urban Land Institute (ULI), Jim has participated in over 16 Advisory Service Panels, most recently Chairing a deep dive into Napa's Oxbow District (2018) and a panel looking at Tower Renewal in Toronto, Canada (2019). He writes and speaks regularly on sustainable design, resilience, and the value of small scale, incremental development. His new book – **Building Small: A Handbook for Real Estate Entrepreneurs, Civic Leaders and Great Communities** was published by ULI in 2021 and has received national acclaim as the best resource for communities seeking alternative approaches to infill and regenerate their community fabric. Based upon research gained through 18 Small Developer Forums which Jim organizes and runs, Building Small articulates the what, why and how of small scale development, and how it results in more economically resilient and socially positive outcomes than institutional development models.

Trained as a landscape architect at the University of Idaho, Jim went on to receive a Master's degree in Real Estate Development from MIT as a way to more effectively integrate economics, development and design thinking.



**Paul Peninger, Principal, BAE Urban Economics**

Paul is an urban economist and planner specializing in the policy and planning intersections between financial feasibility, planning and sustainable development.

Throughout his 25-year career as a consultant, teacher, and community development finance professional, Paul has maintained a strong commitment to affordable housing as the cornerstone of equitable and sustainable communities and has successfully led or participated in hundreds of affordable housing plans, strategies, policy studies, and implementation projects in diverse communities across the country. In addition to housing, Paul has a deep background in real estate feasibility analysis and finance spanning the full range of land use and development types.

Paul is a Principal with BAE. He has led planning and economics projects relating to sustainability and resilience across the United States, Latin America and Australia. He has been an appointed lecturer in land economics for the Master of Urban Design program at the University of California, Berkeley since 2002, and currently teaches the core course on real estate economics and market analysis for Berkeley's graduate program in Real Estate Development and Design (MRED+D).

A native of California, Paul has lived and worked in Latin America and is fluent in Spanish.



**Edith Ramirez, Assistant City Manager for Development Services, City of Morgan Hill**

Edith is the Assistant City Manager for Development Services in Morgan Hill, California (Population ~45,000). She supports the areas of Planning, Building, Code Compliance, Housing and Economic Development as well as the City's Diversity, Equity, and Inclusion efforts. Edith has 28 years of community, business, and local government experience. Edith is passionate about improving communities by bringing people together to develop tactical plans that result in economic vibrancy, placemaking and long-term sustainability.

Edith started her career in local government as a policy advisor and community relations manager for a Council District 6 in San Jose, CA (Population ~100,000). Later, she spent eleven years with the San Jose Redevelopment Agency and worked in Downtown Development, Project Management, and Industrial Development. For the last twelve years,

Edith has led the City of Morgan Hill's Economic Development program and through extensive community and business engagement championed the revitalization of Downtown and the development of over 2 million square feet of new commercial and industrial investments in a community that had not seen any commercial or industrial development in nearly 3 decades.

Edith is active with the Silicon Valley Economic Development Alliance, the Urban Land Institute (ULI) and International Council of Shopping Centers (ICSC). Edith is on the Boards of Visit Morgan Hill and the Santa Clara County Fairgrounds. Edith holds a bachelor's degree in Political Science and a Master's in Public Administration from San Jose State University. Edith was born in Mexico City and immigrated to the Bay Area as a young adult. She is a mother of two young children, and lives in Morgan Hill.



**Mariana Ricker, Associate, SWA San Francisco (TAP Report Writer)**

Mariana, a Bay Area native, has a passion for California landscapes and emphasizes the importance of site specific, sustainable landscape design. She enjoys working in urban settings that engage diverse user groups and activate the spaces that are most important to civic life.

As a landscape architect, Mariana seeks to create memorable experiences, connect people to the environment, and provide elegant solutions to programmatic needs. At SWA, she works on a wide range of projects from community parks to large-scale urban development and planning around the Bay Area and beyond.

Mariana holds a degree in landscape architecture from the University of California, Berkeley and is professionally licensed.

Mariana has been a member of ULI since 2018 and has previously been the writer on two TAPs: City of San Jose American Cities Climate Challenge and Parking Management, as well as City of Dublin SCS Property. Currently the vice chair of the TA4C Committee with the ULI SF District Council, Mariana is also involved nationally as a newly appointed member of the Sustainable Development Council.

## Appendixes & Sources

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**Complete List of Stakeholders**

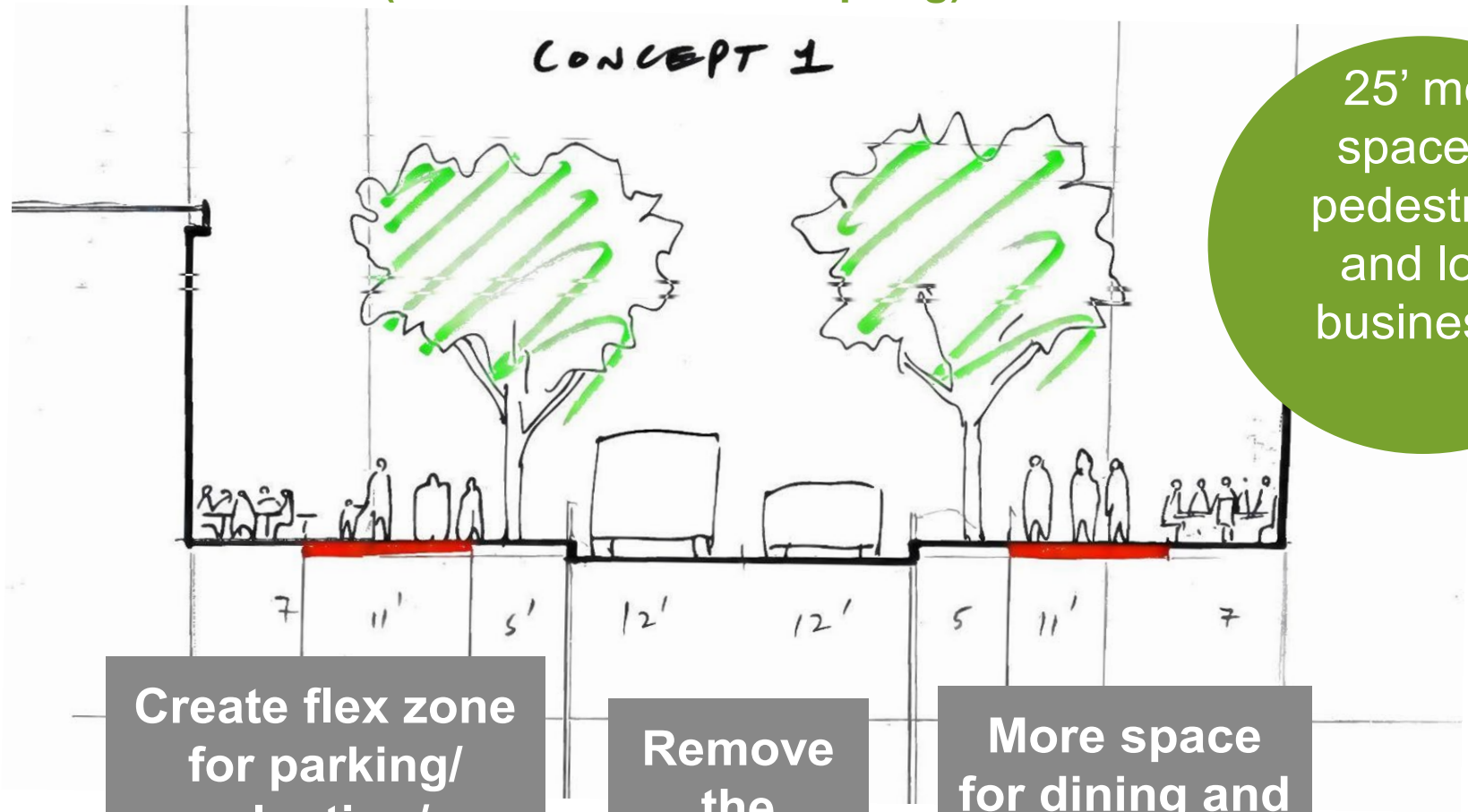
- Cynthia Ariosta, Managing Partner, Tra Vigne Pizzeria and Restaurant
- Guneet Bajwa, Owner, Alila Hotel Napa Valley
- Oliver Caldwell, Owner, Caldwell Snyder Gallery
- Amy Carabba-Salazar, CEO, St. Helena Chamber of Commerce
- Antonio Castellucci, Real Estate Developer
- Paul Dohring, Mayor
- Jeff Feeney, Coldwell Banker broker
- David Gates, President Emeritus, Gates + Associates
- Linda Gates, Vice President, Gates + Associates
- Sarah Gillihan, Visit Napa Valley
- Joel Gott, food and wine entrepreneur
- Eric Hall, Vice Mayor
- Lester Hardy, City Council member
- Mark Hoffmeister, Owner-Operator, Wydown Hotel
- Dave Jahns, Parks and Recreation Director, City of St. Helena
- David Knudsen, Community Leader/Former City Council member
- Joe Leach, Public Works Director, City of St. Helena
- Joaquin Razo, Executive Director, Blue Zones Project - Upper Napa Valley
- Patrick Rue, Erosion Wine
- Dan Schaefer, Principal and Vice President, BKF Engineers
- Glenn Smith, Commissioner, Active Transportation and Sustainability Committee
- Loraine Stuart, Board President, St. Helena Family Center
- David Walker, President, Engine Real Estate

**Linked Reference Materials**

- Cultivate St. Helena Staff Report
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www.uli.org

# Main Street (between Adam and Spring)



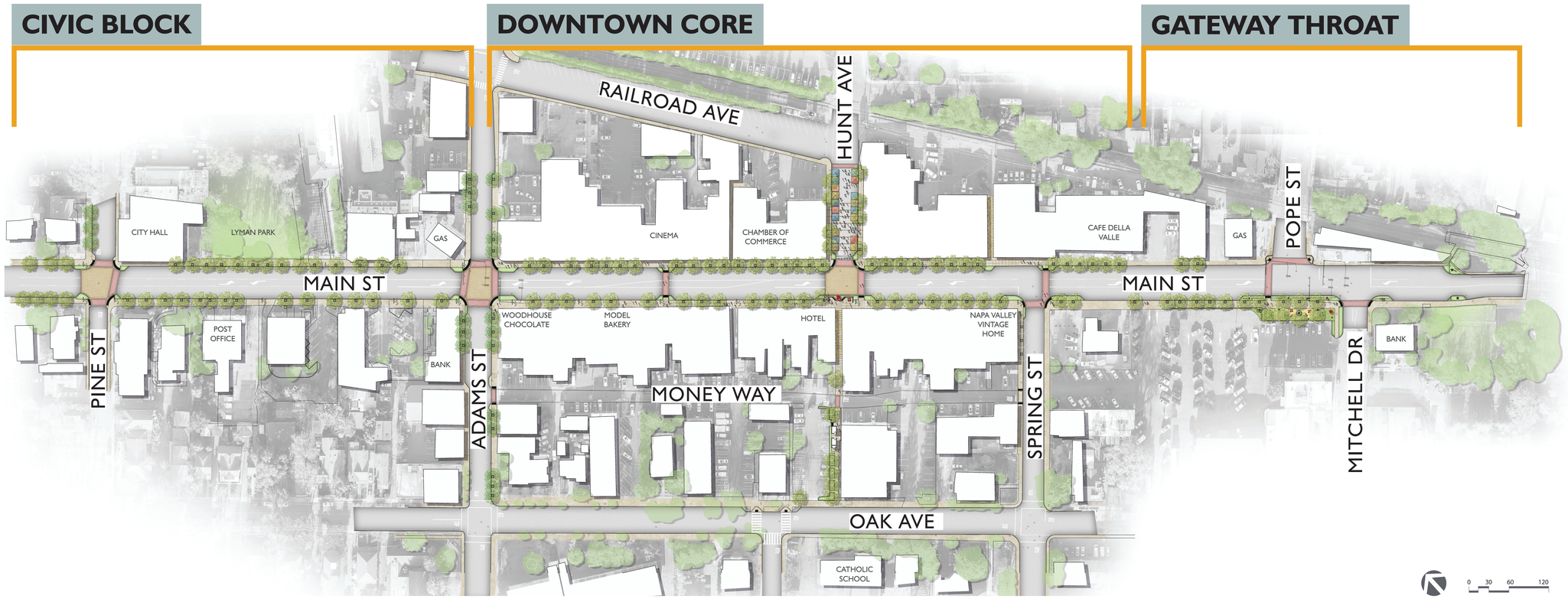

25’ more space for pedestrians and local businesses

**Create flex zone for parking/ planting/ outdoor dining**

**Remove the center turn lane**

**More space for dining and pedestrians**

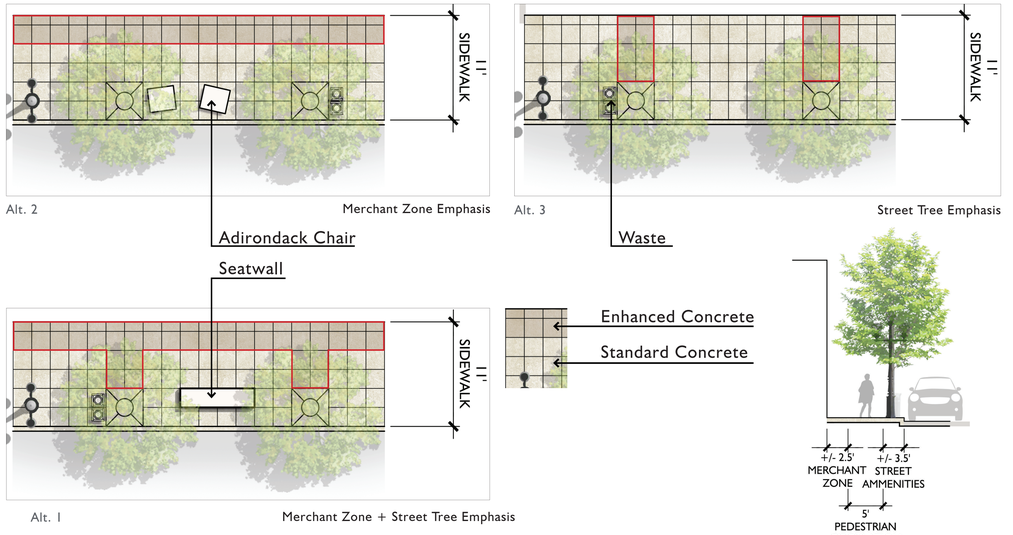
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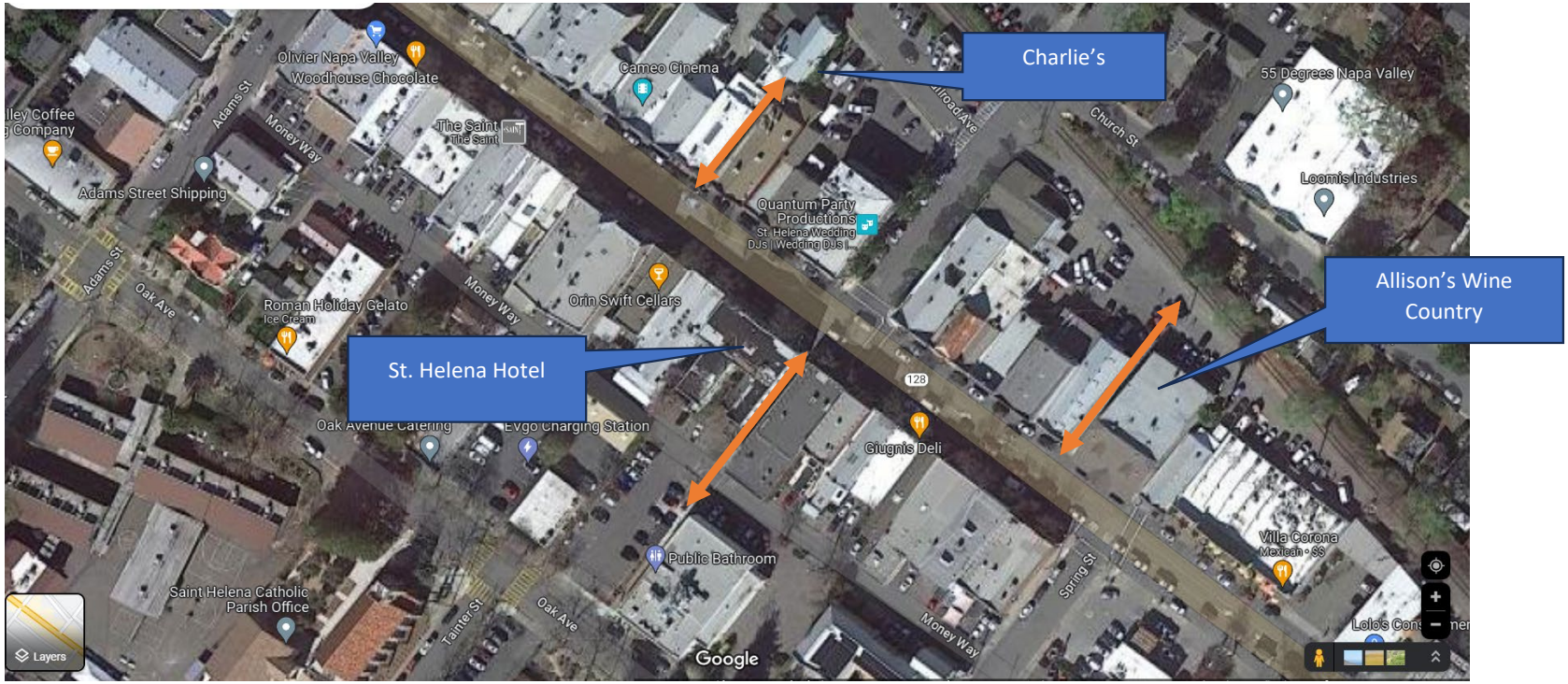

## OVERARCHING INPUT THEMES

- EXPAND PEDESTRIAN AREAS
- CREATE SENSE OF PLACE THROUGH ART, HISTORIC AND AGRARIAN REFERENCES
- EXPAND DOWNTOWN CORE

## TYPICAL SIDEWALK CONCEPTS (PHASE 1)



# City Downtown Alleys



# City Council

# ULI SF City of St. Helena TAP Presentation

December 12, 2023

ULI San Francisco

# ULI SF City of St. Helena TAP

March 13-14, 2023

# The Panel

- **Jane Lin, AIA,** Founding Partner, Urban Field Studio (TAP Chair)
- **Nell Selander,** Director of the Economic & Community Development Department, City of South San Francisco (TAP Vice Chair)
- **John Bela,** Principal, Bela Urbanism + Design
- **Noah Friedman,** CEO/Co-Founder, Vibemap
- **Jim Heid,** Founder, CRAFT DnA
- **Paul Peninger,** Principal, BAE Urban Economics
- **Edith Ramirez,** Assistant City Manager for Development Services, City of Morgan Hill
- **Mariana Ricker,** Associate, SWA Group (TAP Report Writer)

# About the Urban Land Institute (ULI)

- ULI's mission is to shape the future of the built environment for transformative impact in communities worldwide. ULI is committed to:
  - CONNECT active, passionate, diverse members through the foremost global network of interdisciplinary professionals
  - INSPIRE best practices for equitable and sustainable land use through content, education, convening, mentoring, and knowledge sharing
  - LEAD in solving community and real estate challenges through applied collective global experience and philanthropic engagement
- Established in 1936, ULI is a nonprofit education and research institute with over **40,000 members across the globe —2,200 here in the San Francisco Bay Area**

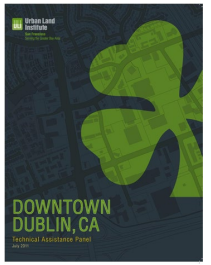
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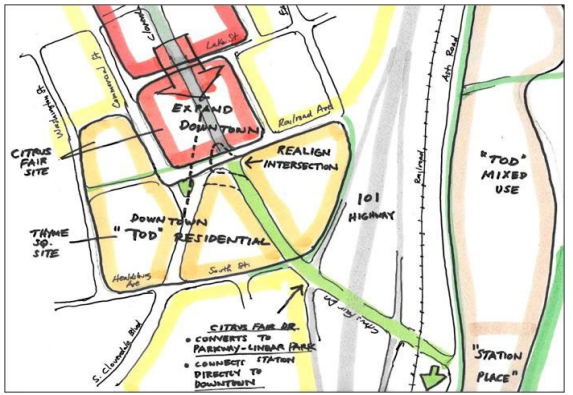


# Technical Assistance Panel (TAP) Program

- Provides independent, objective candid advice on important land use and real estate issues
- Process
  - Define TAP scope and questions
  - Review background materials
  - Receive client sponsor presentation and tour
  - Conduct stakeholder interviews
  - Review data, address issues and solutions, and write recommendations
  - Present findings and recommendations
  - Produce a final report
- 35 Bay Area TAPs conducted since 2006






San Francisco

# TAP Study Area: Downtown St. Helena




San Francisco

# Panel Assignment Questions

1. What are downtown St. Helena's strengths, weaknesses, opportunities and threats (SWOT analysis) that should be incorporated into placemaking?
2. What should St. Helena's distinctive brand be? How should St. Helena differentiate itself as a distinctive destination city in the wine country region?
3. How can the placemaking effort interact with the City's current plan and land use regulations?
4. What is a potential decision-making framework that can guide city officials in implementing the placemaking, place-branding and urban design perspectives? How can existing City tools and measures be leveraged, modified, or updated to support implementation?

# What We Saw: Site Tour














*Thank you to Maya DeRosa, Aaron Hecock, and Stephanie Iacobacci for serving as our tour guides*

# Who We Heard From: Stakeholder Interviews

- Cynthia Ariosta
- Guneet Bajwa
- Oliver Caldwell
- Amy Carabba-Salazar
- Antonio Castellucci
- Paul Dohring, Mayor
- David Gates
- Linda Gates
- Joel Gott
- Eric Hall, Vice Mayor
- Jeff Feeney
- Lester Hardy, City Councilmember
- Mark Hoffmeister
- Dave Jahns
- David Knudsen
- Joe Leach
- Joaquin Razo
- Dan Schaefer
- Glenn Smith
- Loraine Stuart
- David Walker

# Reinvigorating the Heart of Napa Valley

- Downtown St. Helena **should be the heart of Napa Valley** , but it is performing **below its full potential** .
- With **extraordinary character and wealth of resources** , it's time for the St. Helena community to come together to **reinvest in Downtown.**



# SWOT

## Strengths, Weaknesses, Opportunities, Threats

# STRENGTHS

- **Sense of Place**
  - Wine, Food, Natural Beauty, Health
  - Historic Buildings + Small Town Character
- **Strong Business Environment**
  - Entrepreneurial Depth + Strong Retail Market
  - Access to Capital
- **People**
  - Good public participation
  - Active, talented, passionate citizens

**Historic Character Authenticity**

**Birthplace of Wine Culture**

# WEAKNESSES

- **Physical**
  - Poor Public Realm: No Clear Center or Gateways
  - Main Street is a Highway
  - Tired Buildings and Aging Infrastructure
  - Weak Pedestrian and Bike Network
- **Civic Organization + Budgetary Limitations**
  - Disconnected Thinking: No Clear Vision
  - Lack of Capacity and Institutional Stagnation
  - Inability to Coalesce Key Players
  - Limited Funding Sources Related to Needs
- **Anti-Development Sentiment**
  - Prescriptive and Restrictive Zoning
  - Deep Cynicism about Anything Happening

**Affordable / Accessible Options**

**No Downtown Cohesive Identity**

# OPPORTUNITIES

- **Placemaking**
  - Better Serve Residents
  - Expand Downtown through Walkable Urbanism
  - More Public Art
  - Activation at all Hours: Lunchtime, Nightlife
- **Physical Improvements**
  - Multiple Opportunity Sites (including parking lots)
  - Laneways!
  - More Affordable Housing
  - More Hotels
  - Bringing CIA to Main Street
  - Bring Vine Trail through Town

**Liveable**
**Walkable**
**Workable**

**Downtown**
**Walking Loop**

# OPPORTUNITIES (cont)

- **Political Climate**
  - Aligned City Council
  - Fresh Staff
  - Sense of Urgency for Improvement
- **Change Making**
  - Awareness of Financial Health
  - More Funding Sources
  - Growing and Diverse Community

**Frustrations = Opportunities**

**Share the Cost *and* Resources**

# THREATS: Facing the Entire Napa Valley

- Fire
- Water
- Climate Change Impacts on Agriculture
- Greater Economy
- Workforce Competition

# THREATS: Facing St. Helena

- **False Perceptions**
  - Lack of Parking
  - Weak Retail Market
- **Battles within Community**
  - Visitors vs. Local Residents + Workforce
  - Older vs. Younger Demographic
  - Retailers vs. Hotels
- **Lack of Staffing + Funding Capacity**
- **Aging Buildings**
- **Loss of Market Relevance**

**Doing Nothing**

**Regional Lack of Affordable Housing**

# Key Observations + Biggest Surprises

- Surface Parking - so much!
- Poor Condition of the Public Realm
- Great Potential beyond Main Street
- Great Potential for Public Art
- City Finances are Not Healthy
- Economic Health - City has Tremendous Opportunities
    - The Market is Relatively Healthy
    - Level of Quality Entrepreneurship



# IDENTITY

## Brand, Aspirations, Vision for the Future

# St. Helena's Distinctive Identity

- Historic center of Napa Valley wine culture with a global reach.
- Walkable downtown with an historic small town feel.
- Growing Latinx community.
- **People actually live here. This is a <u>real</u> town.**



# User Experience

## Residents

A historic center in the heart of the town of St. Helena

- Daily Needs
- Socializing
- Gathering

## Visitors

An international destination in the heart of Napa Valley.

- Eat and drink
- Shop
- Stay





**Local, local, local**

Visitors want to “live like a local”

**What is good for residents is good for visitors.**

# Culture Building

## Inclusive Destination Marketing

- Organize events that bring people together.
- Support local arts & entertainment
- Tell the story to the world
  - Website
  - Social Media
  - Marketing

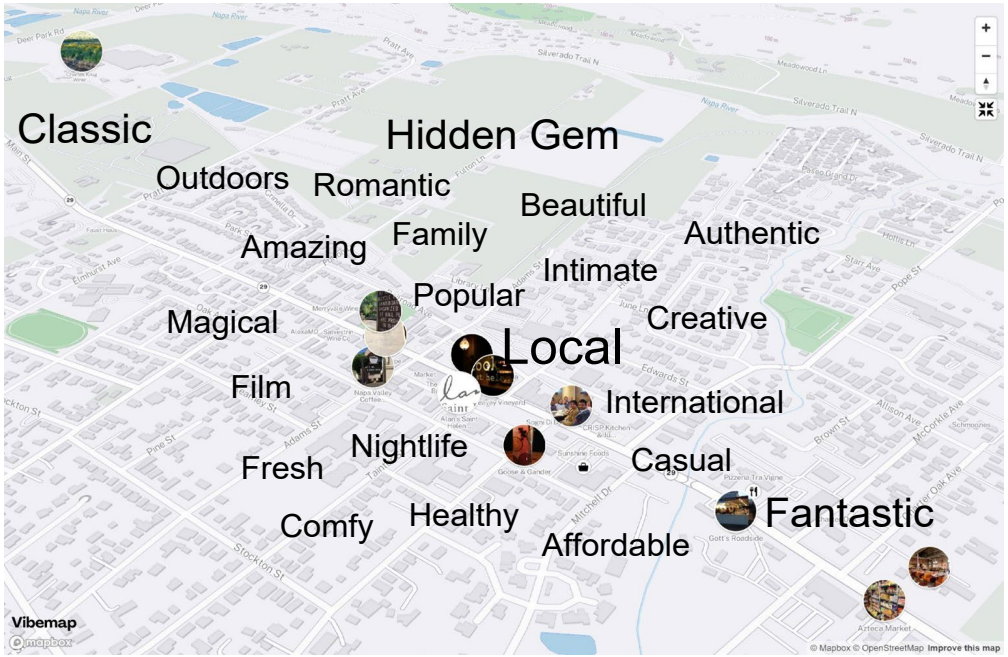
It's more than just Main Street…



# What's the Vibe?

## Beyond Main Street

- More to St Helena than just Main St.
- Expand sense of place beyond Main St. (East, West, South)
- Complete, healthy small town.
- Many St Helenas, not just one.

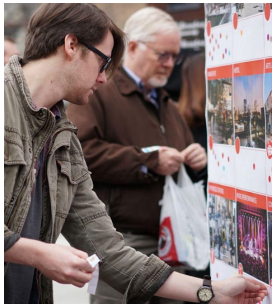


# St Helena is…

## Build the brand together

- Engage residents to help identify the identity, character, and brand of St. Helena.
- Ask residents want they want St. Helena to be in the future?
  - Optimistic
  - Future oriented
  - Inclusive






**Culture**

Culture is made by working together to achieve something greater than ourselves.

**True identity leads to real authenticity.**

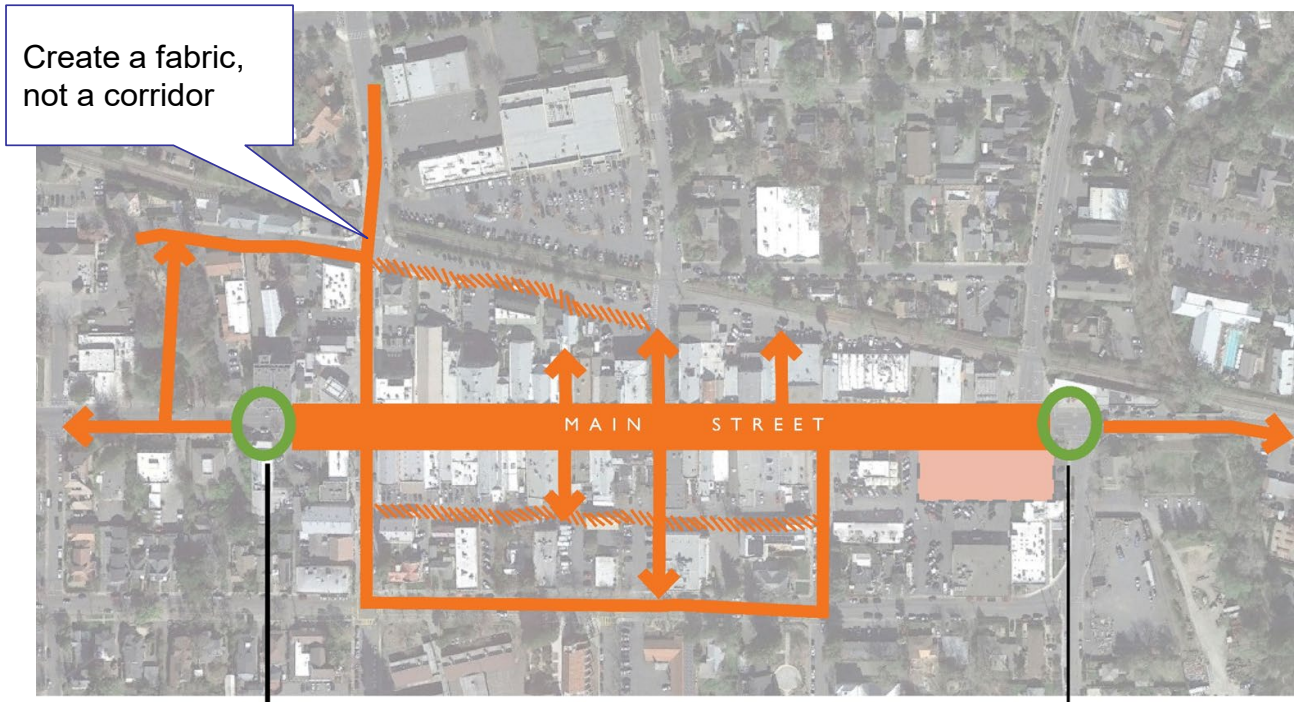
# Connectivity Opportunities




# You See A Main Street




# You See A Main Street




# We See A Downtown

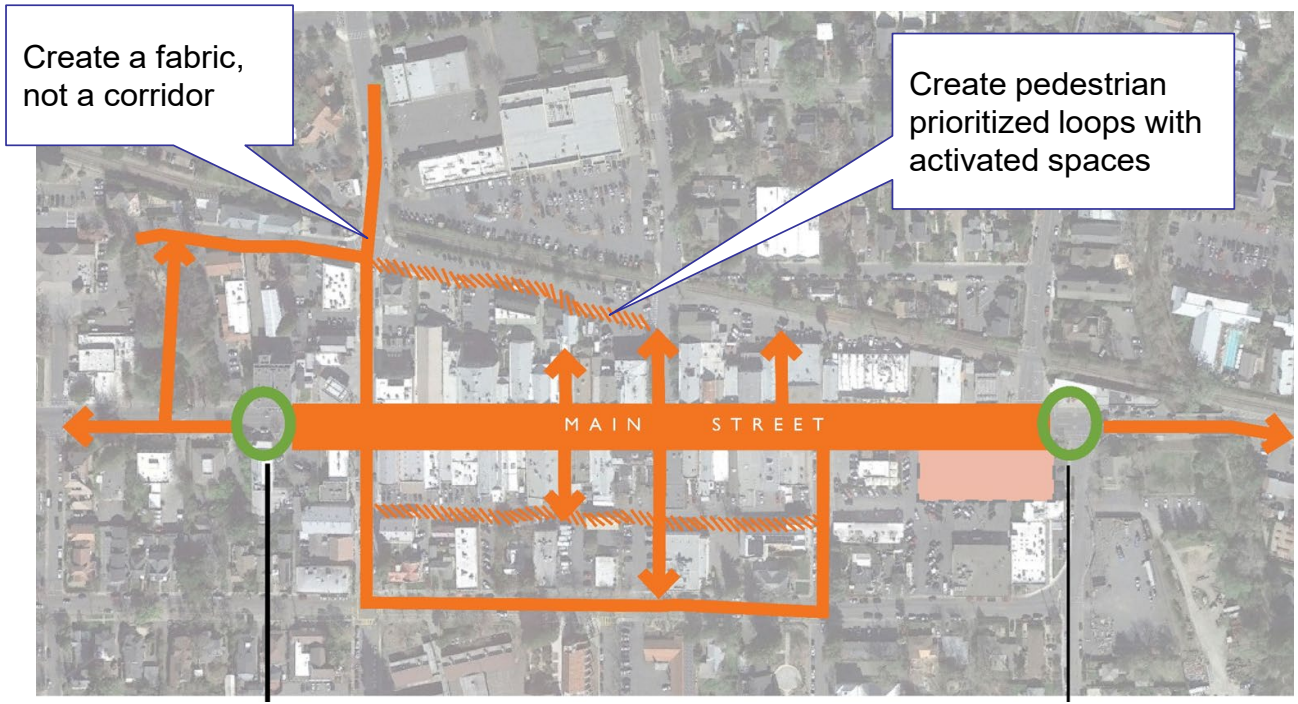
# Walking Heatmap



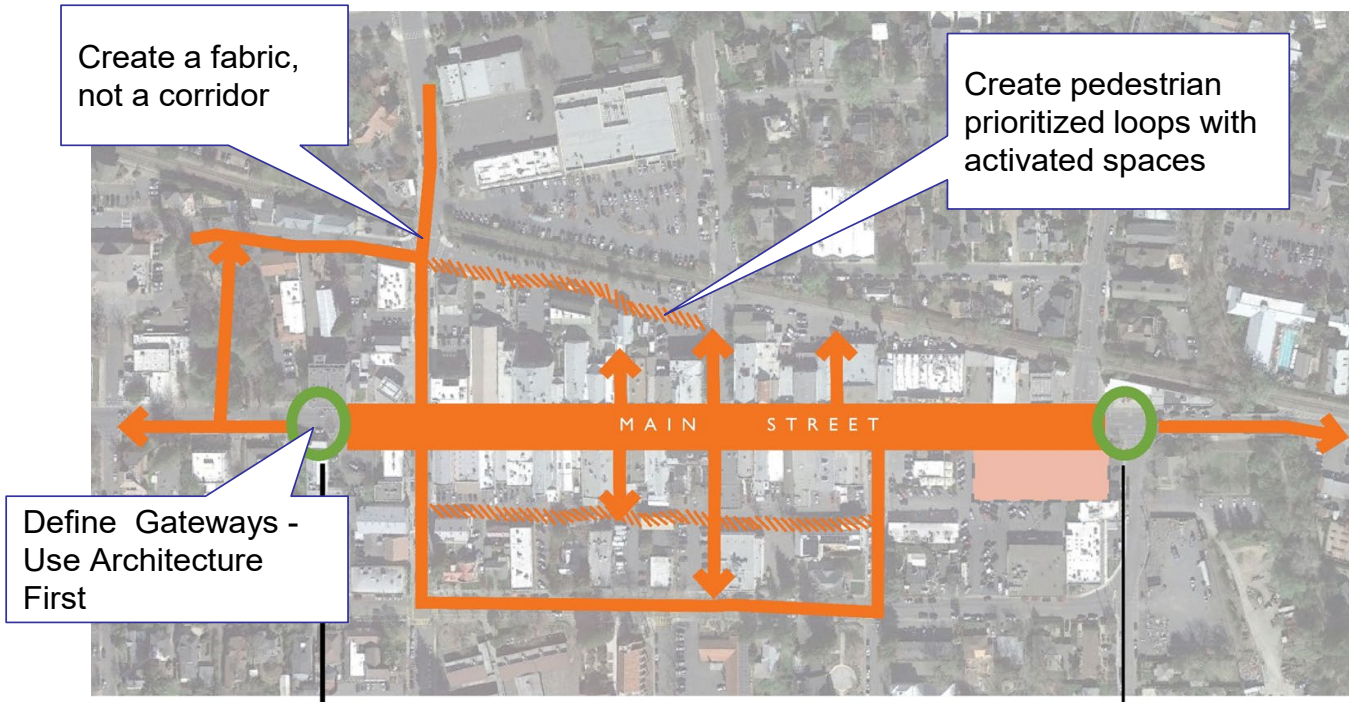

# Biking Heatmap




San Francisco

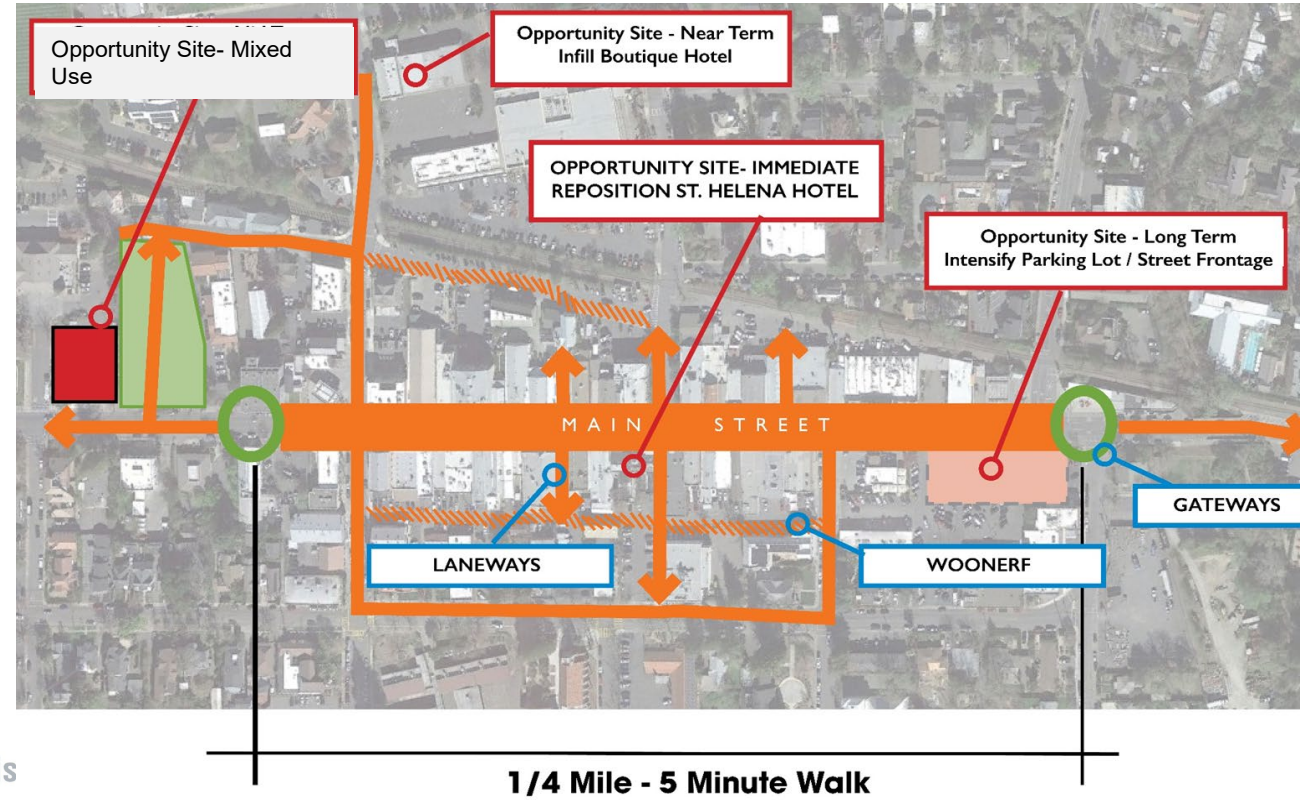



# We See A Downtown




# We See A Downtown

# Concentrate, Connect and Catalyze



# PLACEMAKING
## Opportunity Sites

# #1. IMMEDIATE - St. Helena Hotel




Refresh and Reposition







**The Madrona, Healdsburg**
Historic property, deep retrofit 24 rooms
Acclaimed, loved by locals, high ADR+TOT

# #2. Near Term - Bank of America Site







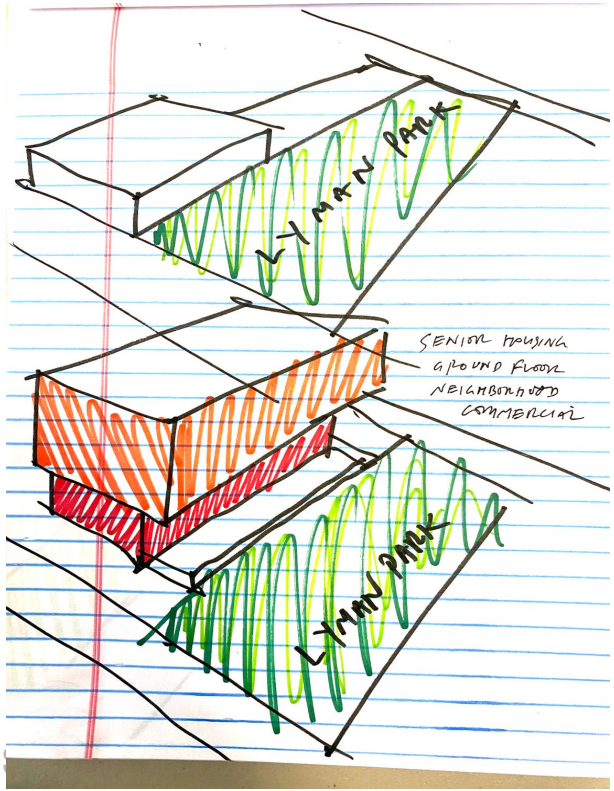


## Piazza Hospitality Infill Hotels

Three hotels work together to create a smaller scale appropriate for towns and activate the street

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# #3. Mid Term - 1480 Main Former Old City Hall Site






- Mixed Use with Housing
- Ground Floor Neighborhood Serving Retail
- And other possibilities!

# #4. Near Term - Site Search Incubator Kitchen



- Build on CIA Icon
- Create lower priced food options
- Incubate New Jobs
- Create Resident Reason to Come Downtown



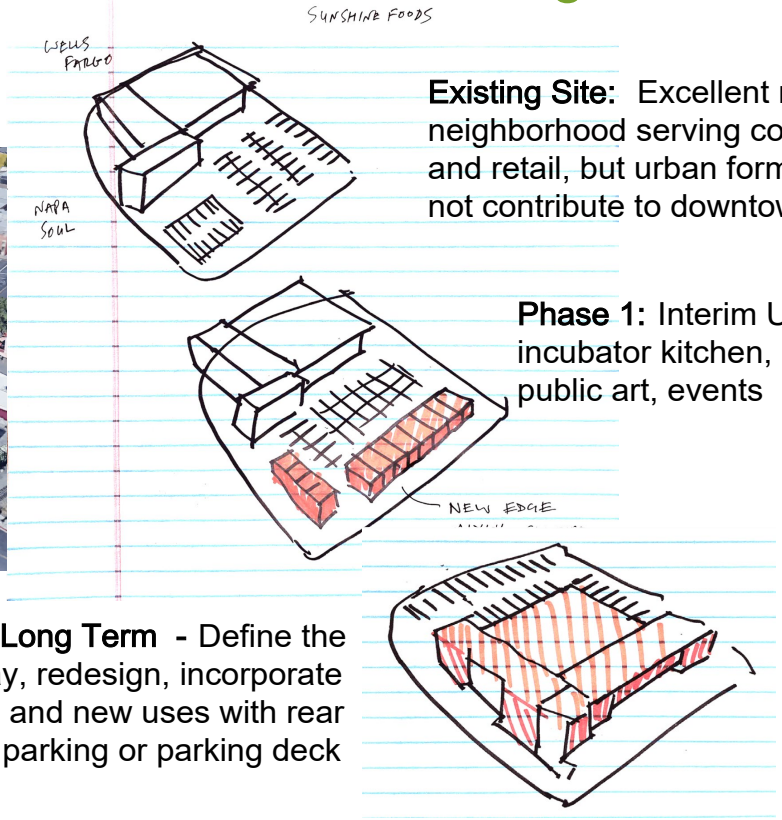




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# #5. Two Stage - Sunshine Foods / Wells Fargo Site



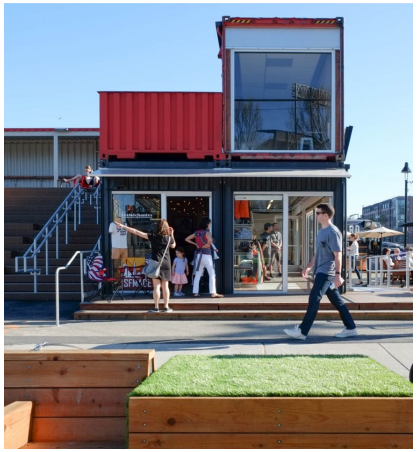

**Existing Site:** Excellent mix of neighborhood serving commerce and retail, but urban form does not contribute to downtown

**Phase 1:** Interim Use: incubator kitchen, retail, public art, events

**Long Term** - Define the gateway, redesign, incorporate existing and new uses with rear parking or parking deck

# #5. Sunshine Foods / Wells Fargo Site: Interim Use









**Proxy SF, The Yard at Mission Rock**
Activation of under-utilized parking lot to become community hub

# PLACEMAKING

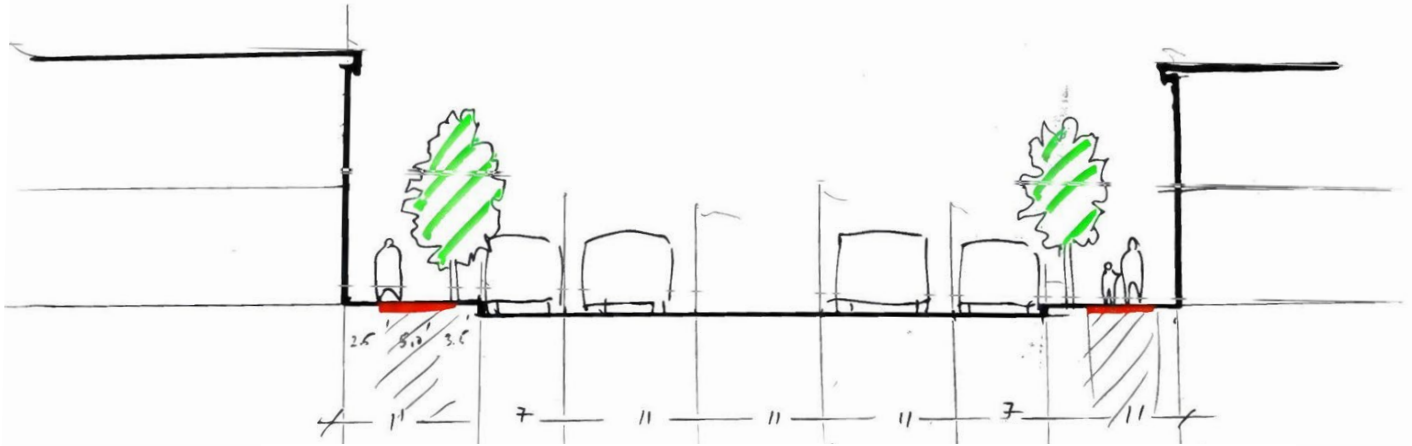
## Streets, Parklets, Woonerfs, Laneways

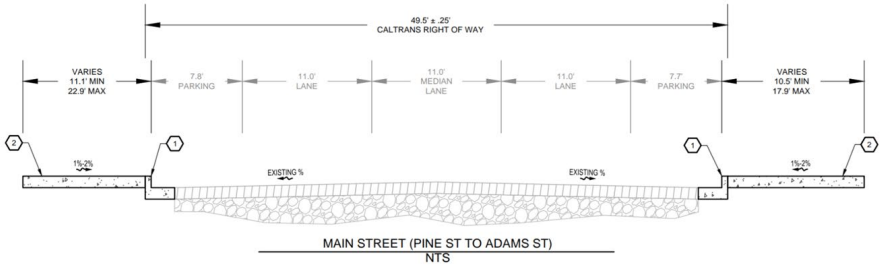
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# Reimagining Main Street

# Reimagining Main

# Main Street (Existing Condition between Adam and Spring)



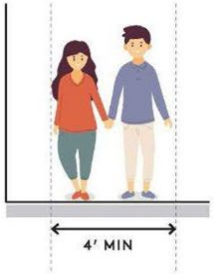



MAIN STREET (PINE ST TO ADAMS ST)
NTS

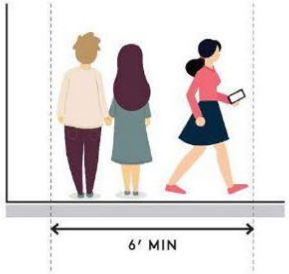
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# OUTZONES FRAMEWORK - PEDESTRIAN CLEARANCES

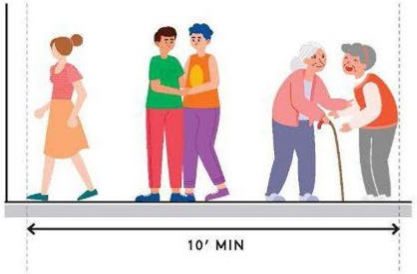
A PAIR WALKING



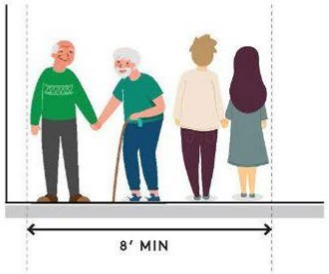

ONE PAIR WALKING + INDIVIDUAL PASSING



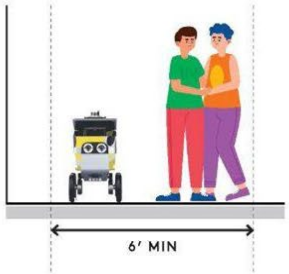

TWO PAIRS PASSING + SOMEBODY STANDING



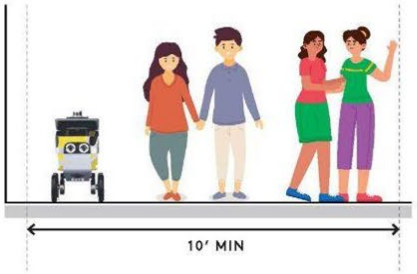

TWO PAIRS PASSING




ONE PAIR WALKING + DELIVERY ROBOT

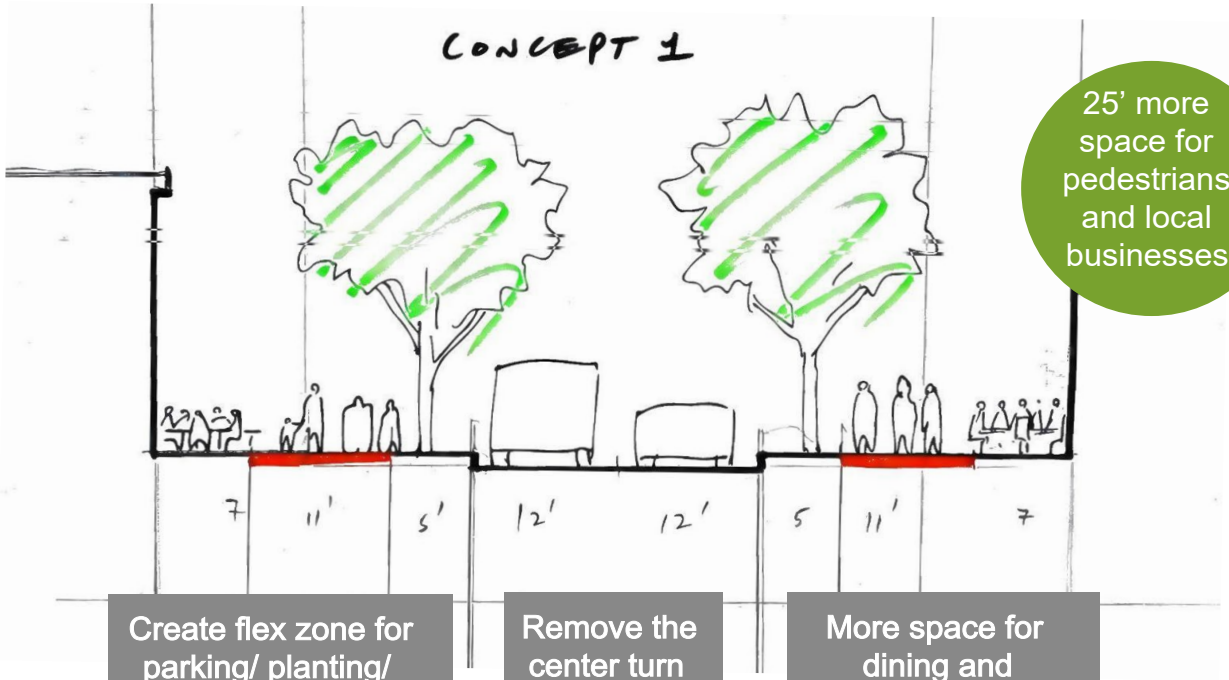



TWO PAIRS PASSING + DELIVERY ROBOT PASSING




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# Main Street (between Adam and Spring)




25' more space for pedestrians and local businesses

Create flex zone for parking/ planting/ outdoor dining

Remove the center turn lane

More space for dining and pedestrians

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# Reimagining Main Street




Larimer Sq, Denver, CO

# Reimagining Main Street



# Reimagining Main Street




Eating in the Parking Lane

Castro Street, Mountain View

# Precedent: Castro Street, Mountain View




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# Precedent: Castro Street, Mountain View

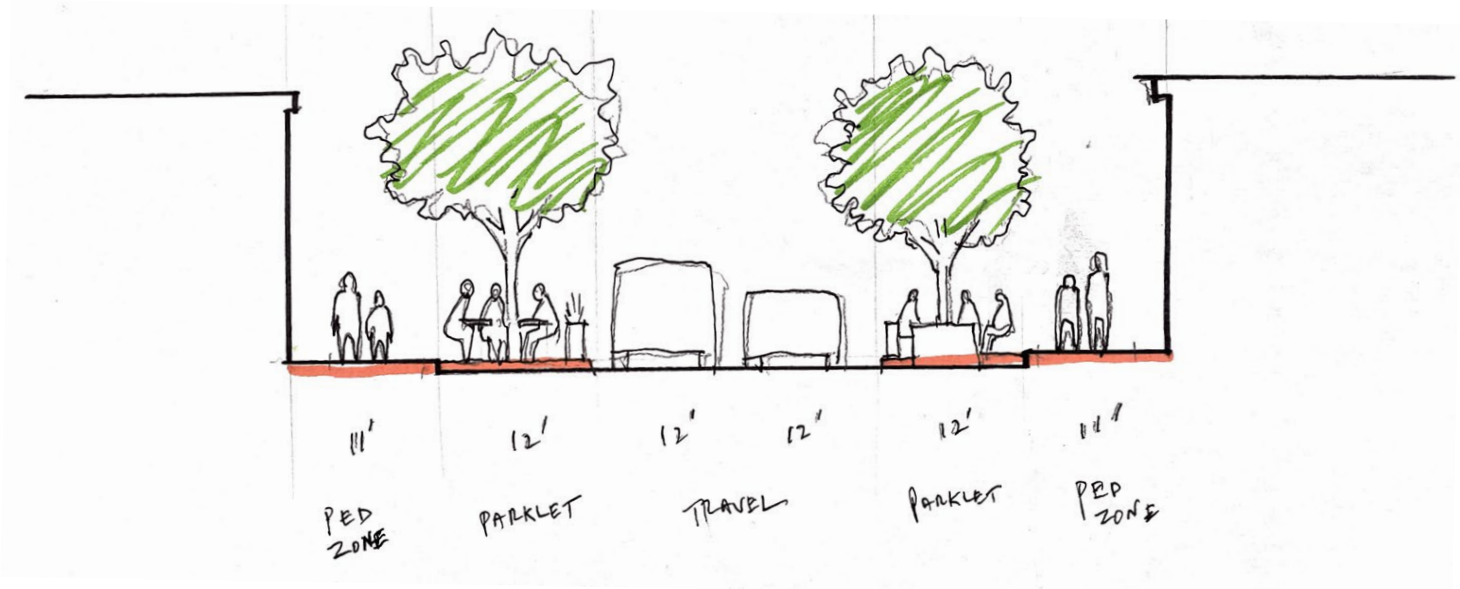



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# Parklets, Patios, and Curblane Extensions



# Main Street (between Adam and Spring) Start Now!




Pedestrian Thru Zone

Tree Planters / Parklet in curb lane

# Parklets, Patios, and Curblane Extensions

# Parklets, Patios, and Curblane Extensions

# PLACEMAKING
## Laneways, Murals, Art

# Laneway Activation, Public Art

## City Downtown Alleys



# Laneway Activation

# Laneway Activation

# Laneway Activation



# Laneway Activation

# Mural Programs










# Mural Programs








# DECISION MAKING
## Process, Choices, Actions

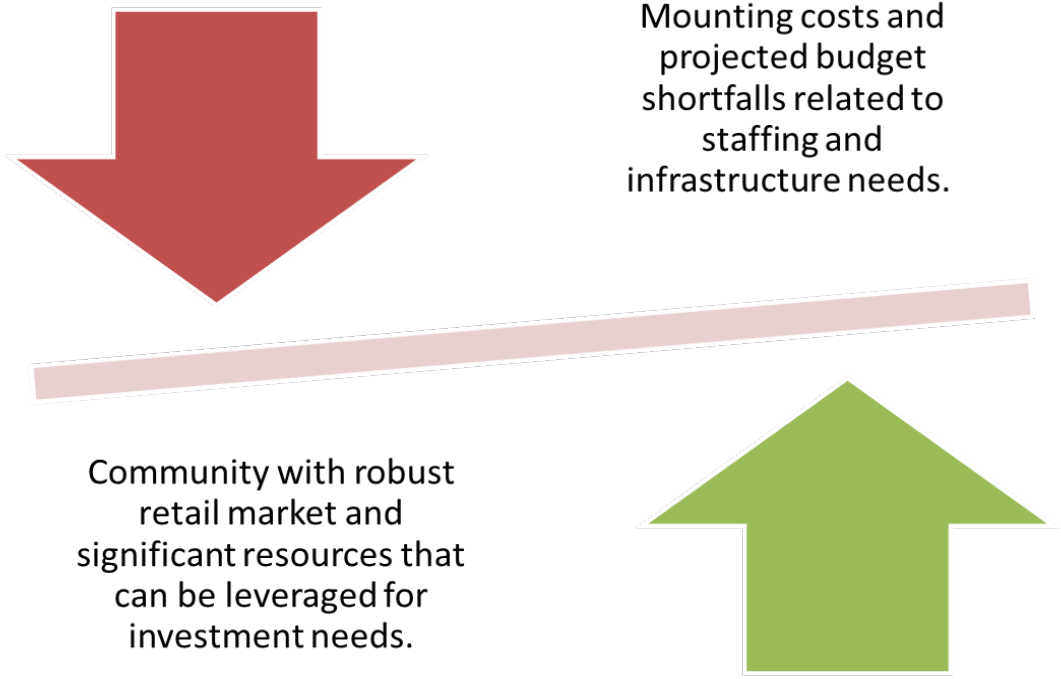




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# What is a potential decision-making framework that can guide City officials in implementing the placemaking and branding recommendations?

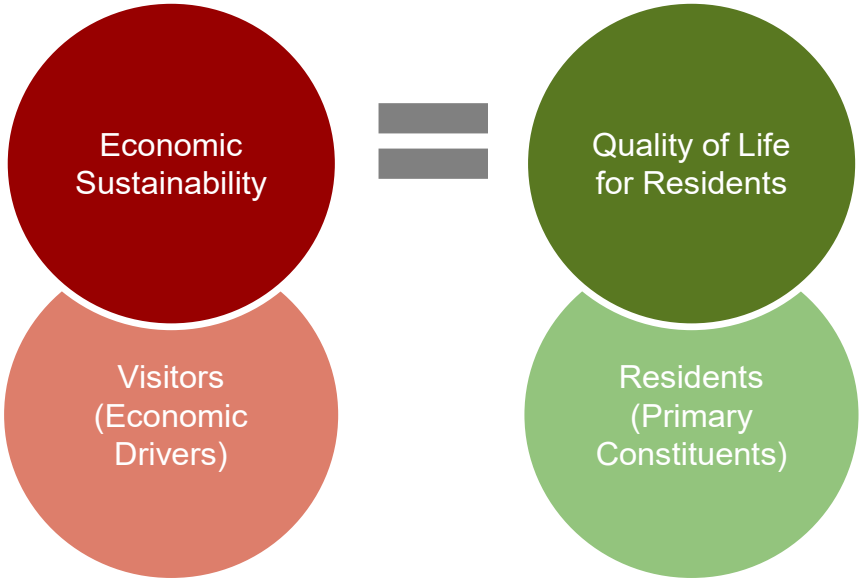
# Every City Faces Fiscal Constraints



# How to Evaluate:
# Focus on Enhancing Quality of Life & Achieving Economic Sustainability

Creating a sustainable community and stable economy requires meeting basic needs and providing opportunities for current and future residents.

*General Plan Update 2040*



# Separate Projects by Level of Effort







**Make Mid- to Long-Term Gains**

**Short-Term Quick Wins**

# Process Tools: You need a North Star Economic Blueprint

- Identify Opportunities
- Have Clear Intentions
- Develop Implementation Strategies
- Foster Partnerships
- Use Economic Indicators to Evaluate Progress
- Remove Unnecessary Barriers

- **Attract Investment through Make Land Use and Policy Decisions**




*Example from Morgan Hill, CA*

# Implementation Strategy - Action Plan

Identify Strategies

Develop Clear Actions

Establish Timeline

Assign Responsibility

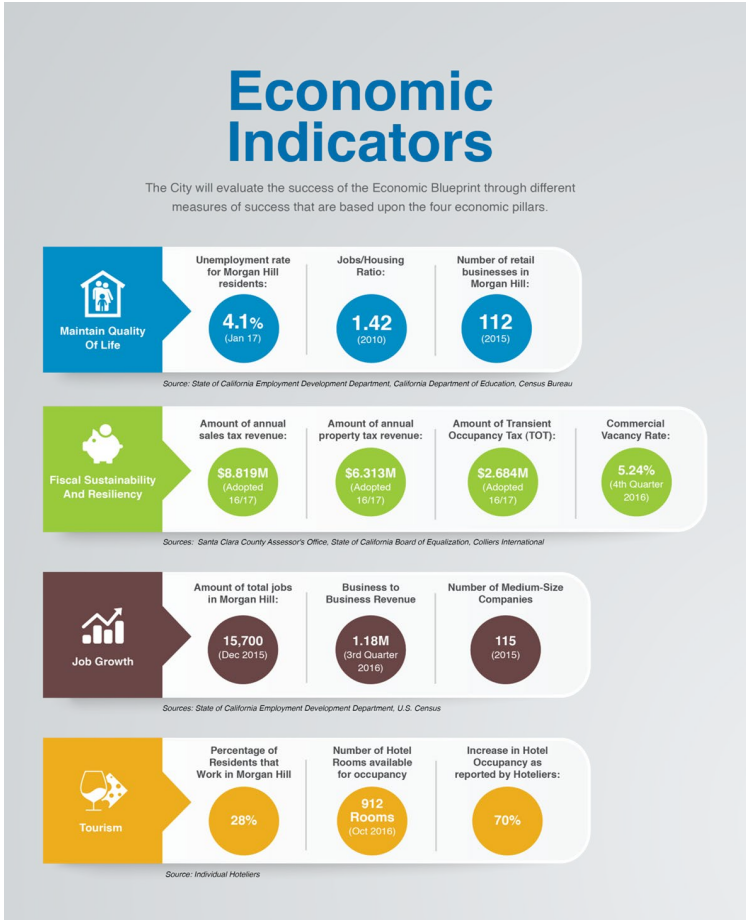
| INDUSTRY | | STRATEGY AND CITY ACTIONS | TIMEFRAME | | | | CITY LEAD |
|---|---|---|---|---|---|---|---|
| | | | Current/In Process | Near Term 2017-2018 | Mid-Term 2018-2019 | Long Term 2019-2021 | |
| TOURISM | | ENHANCE FACILITY UTILIZATION AND GROW SPORTS/RECREATION FACILITIES | | | | | |
| | 23 | Upgrade the Outdoor Sports Center & Aquatics Center (Infrastructure & Amenities) | | | | | ED/**CS** |
| | 24 | Develop a Financing Plan to Construct and Operate New Sports/Recreation Facilities | | | | | ED/**CS** |
| | | SUPPORT LODGING | | | | | |
| | 25 | Ensure General Plan and Zoning Code Address Bed & Breakfasts, Air B&B and Hotel Development | | | | | ED/**Planning** |
| | 26 | Develop Plan to Help Upgrade or Transition Aging Hotel Facilities | | | | | **ED**/Planning/Housing/Finance |
| | 27 | Identify Pre-zoned Lodging Sites | | | | | **ED**/Planning |
| | | LEVERAGE RESOURCES THROUGH PROFESSIONAL LINKAGES AND PARTNERSHIPS | | | | | |
| | 28 | Work with Hotels to Develop a Tourism Based Improvement District (TBID) to help Finance Capital Improvements to Sports Recreation Facilities and to Promote and Market the Region | | | | | **ED**/Finance/CS |
| | 29 | Collaborate with Regional Partners to Enhance Branding, Marketing and Promotions or Regional Assets | | | | | **ED**/CS |
| | | SUPPORT A TOURISM ENVIRONMENT | | | | | |
| | 30 | Target Retail Attraction Towards Sport Recreation, Entertainment, Boutique and Food Retailers | | | | | **ED**/Planning |
| | 31 | Continue to Create A Lively Downtown with Entertainment Offerings | | | | | **ED**/Planning/CS/PD |

*Example from Morgan Hill, CA*

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# Measures of Success

- **Quality of Life** : Unemployment rate, jobs/housing ratio, number of retail businesses
- **Fiscal Sustainability** : Sales Tax, Property Tax, TOT, Commercial Vacancy Rate
- **Job Growth** : Number of jobs, Business to Business Revenue, Number of companies
- **Tourism** : Number of Hotel Rooms,TOT, Occupancy Rate



# Financial Tools: Leverage Funding Sources the City can Control

- **Update developer, impact, and user fees**
  - New projects should pay their fair share
- **Apply for grants**
  - Tie infrastructure to affordable housing
- **Seek private -sector support**
  - Donations, public private partnerships
- **Ensure contracts are aligned with today's priorities**



# RECOMMENDATIONS
## Start Tomorrow

# RECOMMENDATION 1:
# Invest in (and grow) your City Team

# Positions Needed

## Permanent Staff

Address deficiencies that impact resident quality of life

## Temporary Staff

Focus on a few heavy lifts that need an **internal champion** to work **externally**

## Interns & Fellows

Partner with local business community to fund positions to grow capacity

## Consultants & Contractors

Hire experts when specific, hard-to-find skills are needed to realize goals

# RECOMMENDATION 2:
# Shake the Money Tree

# New Funding and Financing Strategies

## Ongoing Funding Sources

- Taxes
- Fees
- Charges for services
- Long-term leases of City-owned properties



## One-time Funding Sources

- Federal, State, Local Grants
- Private/Foundation Grants
- Land Sales

## Financing Tools (require voter and/or business and property owner approval)

- General obligation and revenue bonds
- Special Financing Districts (e.g. Community Facilities Districts)

# RECOMMENDATION 3:
# Short Term Wins and Actions
## *(no more plans)*

# Short-term Wins and Actions that have a District-wide Impact

- **Quick Wins!**
  - Earn trust and gain buy-in
- **Improve more than Main Street**
  - This is your once in a generation opportunity to get it right
  - Don’t just replace, enhance, remake, reimagine
  - Think of the district as a whole and solving more than one problem

# Make a Marketing Map

**Articulate the value proposition**

- Restaurants
- Shops
- Galleries
- Kids
- Public Art
- Historic Buildings
- Walking Map
- Identify Opportunity sites (lease, sale, development)

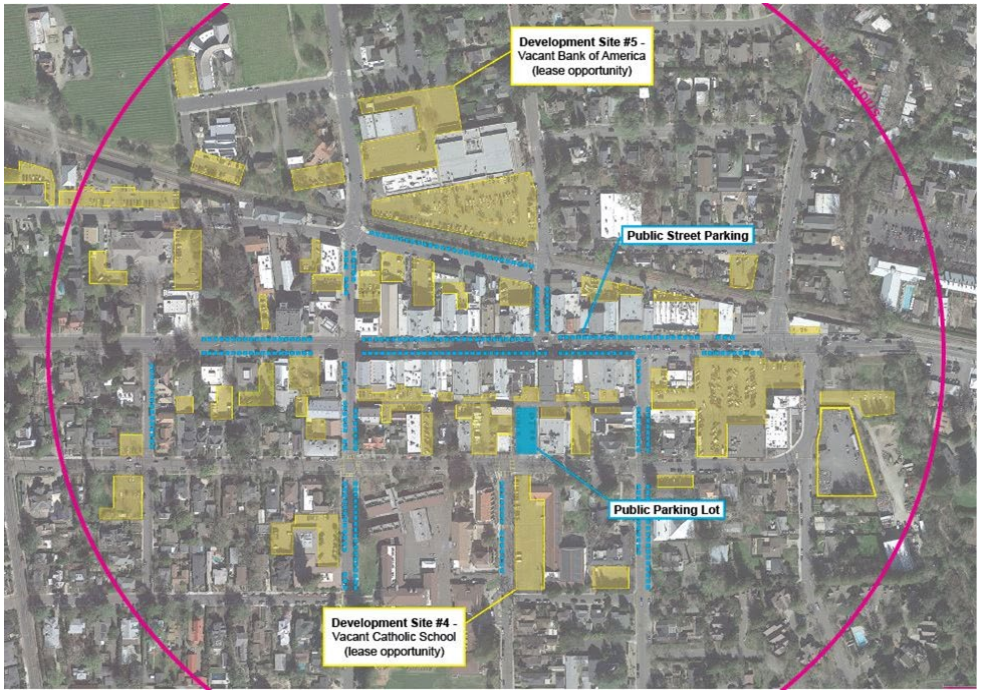







ULI San Francisco

# Direct People to Existing Parking

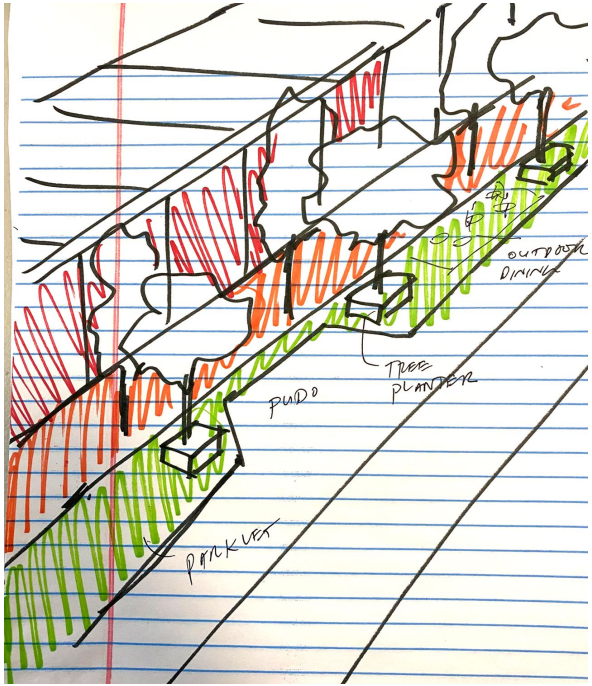



**There are enough parking spaces:**

- Count them
- Direct people to them
- Encourage shared parking
- Parking management will unlock more of it

**Avoid building a parking structure or requiring underground parking**

# Hold and Rethink the Streetscape Project




- **Change More than Just Sidewalks - increase the public realm**
  - Remove center turn lane in core
  - Widen sidewalk with parklets

- ***Short Term - Small Wonders:*** *Put boxes of trees in the parking areas and parklets on Main Street as a temporary move*

# District Actions (In -lieu of a Full -blown Plan)

**Independent Timeline**

**(could happen any time)**

1. Alley Activation with murals
2. Temporary Activation for Money Lane or Railroad Avenue

**Big Deal:**

**Main Street Improvements**

- Minimize Interruption to Businesses
- Ask for an extension to the grant deadline for Phase 1
- Wait for more funding capacity to be available

*Get more bang for your buck, more impact for your time, and a significant change for the public realm.*

“

**Any action is better than inaction.**

- St. Helena Resident

”

# Accomplishments Since TAP In March 2023

**Big Deal - New Hotels Announced:**

- **Adams Street Hotel and Residences (Downtown)**
- **St. Helena Resort @ Charles Krug Winery**




**Other Movement**

- Downtown Specific Plan funded and RFP released
- Zoning Code Adoption
- Public Art Policy approved
- Mural Permit process
- Activation of alleys being studied by City (lighting)

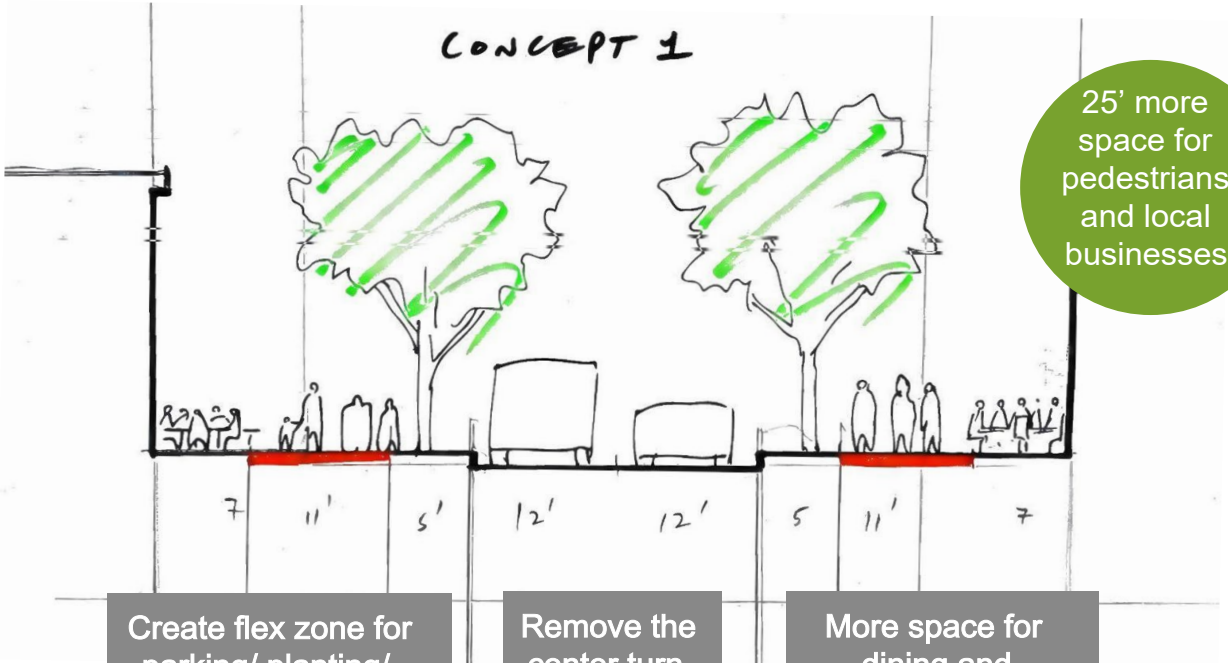
# Questions for Discussion

- **Initial feedback on report**
  - **-Wider sidewalks?**
  - **-Parklet opportunities?**
- **“Interim” use of post-demolished old City Hall site (1480 Main Street) will be presented at future Council public meeting**



ULI San Francisco

# Main Street (between Adam and Spring)




25' more space for pedestrians and local businesses

Create flex zone for parking/ planting/ outdoor dining

Remove the center turn lane

More space for dining and pedestrians

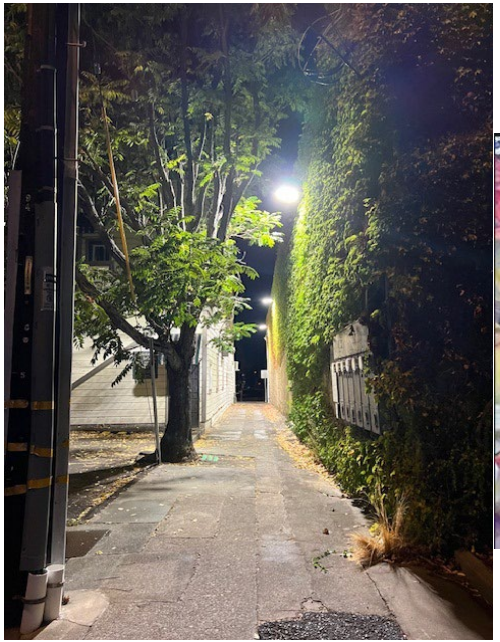
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# Questions for Discussion -Easy Wins

- **Should the City pursue more pedestrian activation of Hunt Avenue throughout the year?**
- **More activation of other opportunity areas such as Railroad Avenue for festivals, pop up events, etc?**
- **Lighting the Alleys**



# Telegraph Alley -City Owned

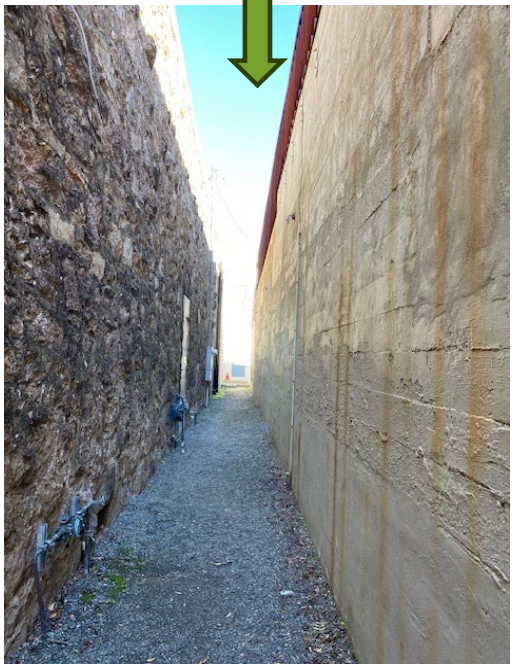


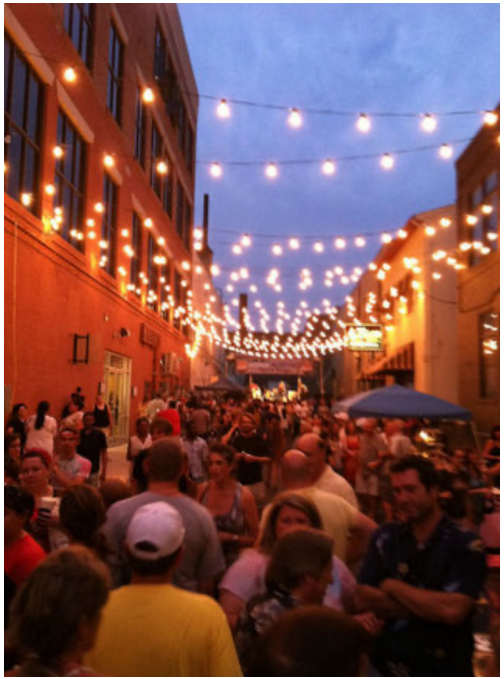





San Francisco

# View looking to Charlie's Restaurant Alley Privately Owned

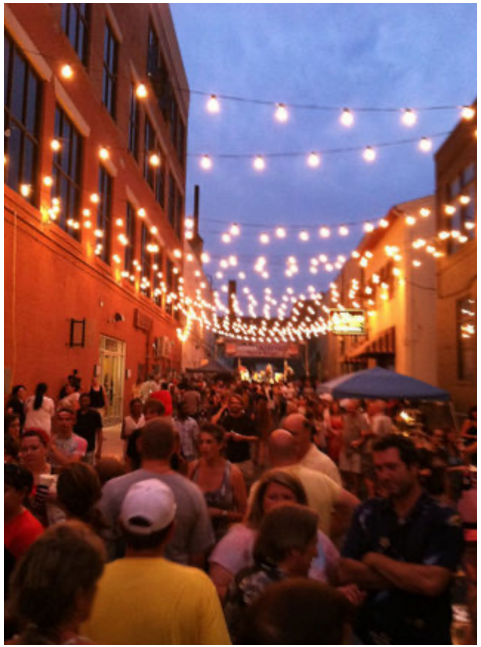




San Francisco

# View looking at Alley Adjacent to Allison's Wine Country -Alley Privately Owned





San Francisco

## City Downtown Alleys



# Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

| | |
|---|---|
| **DATE:** | December 12, 2023 |
| **FROM:** | Ethan Walsh, City Attorney |
| **SUBJECT:** | Consideration of a resolution Approving an Updated Water Agreement for Meadowood Napa Valley. |
| **RECOMMENDED ACTION:** | That the City Council adopt a resolution approving the updated Water Agreement for Meadowood Napa Valley. |
| **PREVIOUS COUNCIL ACTION:** | November 13, 1962 – Entered into original Water Contract with Meadowood Development Company.<br>September 24, 1990 – Entered into a revised Water Agreement that limited Meadowood's use of City water to 20.5 million gallons annually. |
| **STATEMENT OF THE PURPOSE:** | The purpose is to update the Water Agreement for the Meadowood Napa Valley to modernize the Agreement consistent with more recent Water Agreements developed by the City, and to reflect the development of the Meadowood property following the Glass Fire. |
| **FINANCIAL IMPACT:** | There will be no financial impact from this item. |

**BACKGROUND:**

Meadowood Napa Valley is a private club and resort located unincorporated Napa County outside of the City limits. The City initially provided water service to the Meadowood property through a water contract entered into on November 13, 1962. That original water contract was later superseded by an updated Water Agreement entered into on September 24, 1990 (the "1990 Agreement"). The 1990 Agreement provided that the City would provide up to 20.5 million gallons per year to the property commencing January 1, 1991 and every year thereafter, subject to the terms of the agreement. The 1990 Agreement further provided that the water provided would be provided for development on the property approved as of the time of the 1990 Agreement.

On September 28, 2020, the Glass Fire caused significant damage to various buildings and facilities on the Meadowood property, forcing an immediate and indefinite closure of Meadowood. Meadowood contended that it had claims against the City related to damages and losses suffered by it arising from the Glass Fire. The City strongly disagreed with this contention, and in fact believed that the City went to great lengths to restore water service to the Meadowood property. In the meantime, Meadowood has

been in the process of securing entitlements from the County to rebuild the portions of the resort property that were destroyed in the fire. Ultimately, the City staff and Meadowood concluded that the parties could move forward by entering into an updated Water Agreement for the Meadowood property that reflect the City's more recent water agreements with property owners outside the City limits, and would clarify that the Water Agreement would apply to the Meadowood resort property as rebuilt after the fire. This updated agreement would be deemed to resolve any and all disputes between the parties

**DISCUSSION:**

The proposed updated Water Agreement maintains the existing annual limitation on water use to the 20.5 million gallons annually, but clarifies that City water can be used for the development on the Property to include the resort development as redeveloped based on the Development Agreement entered into between Meadowood and Napa County as of September 27, 2022. Consistent with the existing 1990 Agreement, Meadowood will pay for City water at the rates applicable to all City water customers, except that in the event water usage exceeds the annual limitation, Meadowood will be required to pay a penalty of 60% of the water rate charge for each hundred cubic feet used in excess of the Annual limitation.

The updated Agreement includes provisions included in more recent water agreements entered into by the City, including provisions making clear that Meadowood is subject to all applicable provisions of the Municipal Code related to water conservation, including the conservation measures required during water emergencies; a requirement to install backflow prevention devices in its landscape irrigation system; provisions making clear that the Agreement does not confer a guarantee of service, and declarations that the Agreement does not give rise to a claim for damages by the respective parties, with limited exceptions for disputes over rates charged or for penalties levied for water use in excess of the annual limitation.

The agreement also requires that as part of the Project, Meadowood will construct a new wastewater treatment system on the Property that will include an update from secondary to tertiary treatment of wastewater, which will generate treated wastewater that may be used for irrigation on the property. While this may not directly decrease City water usage because Meadowood primarily relies on groundwater for irrigation of its property, this will have positive impacts on groundwater supply if Meadowood is able to rely on recycled water and reduce reliance on groundwater.

The agreement additionally makes clear that it resolves all outstanding disputes between the City and Meadowood.

**ENVIRONMENTAL REVIEW:**

Approval of the updated Water Agreement is not a project under CEQA, because the agreement will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change to the environment. The updated Water

Agreement does not change the annual limitation on water usage for Meadowood or authorize any new development. The updated Water Agreement simply updates the terms to be consistent with more recent water agreements developed by the City, and to acknowledge the development already approved by the County of Napa for the Meadowood property.

**DOCUMENTS ATTACHMENTS:**

Resolution approving Meadowood Water Agreement-c1
St. Helena - Water Agreement (Meadowood) Final-c1

# CITY OF ST. HELENA

## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AN UPDATED WATER AGREEMENT WITH MEADOWOOD NAPA VALLEY

### RECITALS

A. Meadowood Associates and Meadowood Resort, LLC (collectively, "Meadowood") is the owner of real property (the "Property") in the County of Napa, California, generally located at 900 Meadowood Lane, St. Helena, California (Napa County APNs 025-080-032, -033, -034, -035, and -036), which is located adjacent to the city limits of City.

B. City initially provided water service to the Property pursuant to a Water Contract entered into on November 13, 1962, between City and Meadowood Development Company, Meadowood's predecessor in interest ("1962 Water Agreement").

C. On September 24, 1990, the City and Meadowood entered into a revised Water Agreement that was no longer unlimited and provided Meadowood up to 20.5 million gallons of water per year (the "1990 Water Agreement").

D. City and Meadowood desire to enter into an updated Water Agreement to clarify the rights and obligations of the parties with respect to the use of City water at the Property

### RESOLUTION

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

1. The City Council approves the updated Water Agreement for Meadowood Napa Valley in the form that accompanied this Resolution in the Agenda materials for the City Council meeting of December 12, 2023. The City Manager is hereby authorized and directed to execute such Water Agreement for Meadowood Napa Valley on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on December 12, 2023, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

**WATER AGREEMENT FOR**
**MEADOWOOD NAPA VALLEY**

THIS AGREEMENT ("Agreement"), entered into on December ___, 2023, by and between the City of St. Helena, a municipal corporation of the State of California ("City"), and Meadowood Associates, a California limited partnership and Meadowood Resort, LLC, a Delaware limited liability company (collectively, "Customer" or "Meadowood"), each of whom shall be referred to as a "party" and together as the "parties," provides as follows:

RECITALS

A. Meadowood is the owner of real property (the "Property") in the County of Napa, California, generally located at 900 Meadowood Lane, St. Helena, California (Napa County APNs 025-080-032, -033, -034, -035, and -036), which is located adjacent to the city limits of City, as more particularly described in Exhibit "A" attached hereto and incorporated herein.

B. City initially provided water service to the Property pursuant to a Water Contract entered into on November 13, 1962, between City and Meadowood Development Company, Meadowood's predecessor in interest ("1962 Water Agreement").

C. On September 24, 1990, the City and Meadowood entered into a revised Water Agreement that was no longer unlimited and provided Meadowood up to 20.5 million gallons of water per year (the "1990 Water Agreement").

D. On September 28, 2020, the Glass Fire caused significant damage to various buildings and facilities on the Meadowood Property, forcing an immediate and indefinite closure of Meadowood. Meadowood desires to replace, restore and renovate the facilities destroyed or damaged by the Glass Fire to fully reopen Meadowood to normal capacity for its members, overnight guests, and other visitors to Napa Valley. Meadowood contends it has claims against the City related to damages and losses suffered by it arising from the Glass Fire (the "Claims"); the City denies any liability for such damages and losses.

E. On September 27, 2022 Napa County approved a new Development Agreement, recorded in the Official Records of Napa County as Document No. 2022-0020331 granting rights allowing Meadowood to rebuild the same number of units that existed before the fire, increase the approved or developed building areas from 154,000 sf to 192,500 sf, in accord with a Development Plan, which is included as Exhibit E to the Development Agreement, to meet current industry standards for such facilities and to provide procedures for modifications to the Development Plan and Development Agreement, along with granting certain temporary development rights for property located adjacent to the Property and known as "The Napa Valley Reserve" (the "DA"). The uses, development and rehabilitation work described in the DA to be conducted on the Property is defined herein as the "Project" for this Agreement (for clarity, the work described in the DA to be conducted on "Meadowood Napa Valley," or "Meadowood" is within the Project, and any work to be conducted on "The Napa Valley Reserve" is not within the Project).

F. The parties hereto wish to enter into this Agreement to clarify their rights and obligations for water use under the Agreement.

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

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and are part of this Agreement.

2. Annual Water Limitation. City agrees to and shall provide up to 20.5 million gallons of City-provided potable water per Water Year ("Annual Limitation") at the Property, upon the terms and conditions set forth herein. As used herein, the term "Water Year" shall mean the City's fiscal year, which begins annually on July 1 and ends on June 30.

3. Permissible Uses. City water shall be used only for: (a) the prior "Approved Development" as defined by the 1990 Water Agreement and interpreted by the City of St. Helena; (b) St. Helena Municipal Code section 13.12.020 as "domestic use," which means any treated water used for by a person for cooking, cleaning, bathing, washing clothes, drinking and sanitation; (c) any resolution adopted by the City Council; and/or (d) uses that are developed on the Property pursuant to any permit issued by the County for the Project. City shall not be obligated to provide water service for any other use, nor for any further expansion of the uses that would exceed the Annual Limitation or any uses not permitted as part of the Project under the DA.

4. Rates. Customer shall pay the same rate for water service as all other water customers within the City and shall be billed in the same manner as other similar City water customers. Customer shall pay City for such water service in accordance with the City's regular billing cycle for water customers.

5. No Guarantee of Service. The parties acknowledge and agree that by entering into this Agreement, the City is not guaranteeing the continuous, uninterrupted provision of water. Customer agrees that City shall not be responsible or liable for any damage, harm, or economic loss suffered by Customer due to interruption, reduction, or cessation of service or in delivery of water under this Agreement due to force majeure events or that are necessary as determined in City's sole discretion because of maintenance or operational needs. City shall not be responsible for the supply or provision of back-up or reserve potable water if there is an interruption to City water service. A "force majeure" event shall mean a cause beyond a party's reasonable control despite the exercise of reasonable diligence, an act of God, an act (or failure to act) of a governmental authority (other than City), a fire, a severe weather condition that is not reasonably foreseeable, an earthquake, a strike or other labor disturbance, a flood, war (declared or undeclared), an epidemic, civil unrest, and riot.

6. Applicable Laws. While water is furnished to Customer pursuant to this Agreement, Customer shall be bound by and subject to all lawful resolutions, rules, regulations, directives, ordinances, and orders of the City pertaining to water services as may be enacted from time to time for all other applicable users of City water, including, without limitation, provisions relating to rate charges and changes and water shortage emergencies. Customer shall also be bound by and subject to all applicable provisions within the St. Helena Municipal Code related to water conservation, which may include but shall not be limited to, Article 2 (Water Shortage Emergencies, Drought and Water Conservation) of Chapter 13.04, Chapter 13.12 (Water Use Efficiency and New Development), and section 17.112.140 (Water efficient landscaping).

7. Monitoring of Usage. Meadowood shall monitor its water usage on a monthly basis and employ all measures necessary to ensure that the Annual Limitation is not exceeded. In the event the City Director of Public Works reasonably determines that the Annual Limitation inevitably will be exceeded or that the Annual Limitation has been exceeded, City may require Customer to undertake reasonable additional conservation measures and may require Customer, upon ten (10) days' prior written notice, to terminate water service for nonessential uses. For purposes of this Agreement, the term "nonessential uses" shall mean uses for which non-potable water would suffice.

8. Installation of Water Efficient Fixtures. Meadowood shall install, on all new construction, only low-volume flush toilets. All existing or new shower heads shall be equipped with flow restrictors. All landscaping shall continue to be irrigated with the present system of using reclaimed water except as may be restricted by the Regional Water Quality Control Board or the Napa County Department of Public Health. All new landscaping which requires city water shall feature native, drought-resistant species requiring minimal irrigation. Meadowood shall additionally make reasonable, good faith efforts to develop alternative water sources, including on-site wells, to supplement or replace City water.

9. Additional Method of Mitigating Water Use. Meadowood is required as part of the Project to construct and use a new, state-of-the-art wastewater treatment system on the Property for all uses on the Meadowood Estate and Madrone Knoll as depicted in the Development Plan, which will include an upgrade from secondary treatment to tertiary treatment of wastewater, which will generate treated wastewater capable for irrigation use on the Property. The treated water will be

stored within on-site storage ponds or tanks and used for golf course and landscape irrigations, providing for water conservation and efficiency measures to reduce the use of water on the Property.

10. Backflow Prevention Device. Customer shall also cause a backflow prevention device to be installed in its landscape irrigation system unless such requirement is waived by the City Director of Public Works.

11. Ownership, Maintenance and Repair of Water System. The City shall retain its existing ownership and responsibility to repair, maintain and replace the water system serving Meadowood that has been transferred to the City as part of the City's overall water system. Nothing in this Agreement shall prohibit Meadowood from installing fencing or similar improvements to visually screen the water tanks serving Meadowood within the water tank easement area.

12. Penalty. In the event Meadowood exceeds its Annual Limitation, but is not under the restrictions contained in paragraph 6, it shall pay to City, as City's sole remedy, a penalty surcharge equal to sixty percent (60%) of the water rate charge for each hundred cubic feet, or portion thereof, used in excess of the Annual Limitation. such penalty surcharge shall be due and payable within 30 days after calculation and demand by city. If Meadowood exceeds its Annual Limitation when the restriction in paragraph 6 apply, then in addition to the 60% surcharge, City may avail itself of all rights and remedies set forth in Section 14 of this Agreement.

13. Notification to the City of Amendments to Project. Meadowood agrees that if any request for approval of modifications to the DA or the Project deemed to be a Major Amendment under the terms of the DA are submitted to the Napa County Planning Department, Planning Commission or Board of Supervisors, City shall be notified by Meadowood on or before the date on which any such requests or applications are submitted. In addition, Meadowood agrees to provide City with copies of all supporting documents or other information submitted in connection with such requests or applications on or before the date such materials are submitted to the County. Finally, Meadowood agrees to inform the St. Helena City Council of any requests for the Napa County Planning Commission or Napa County Board of Supervisors to agendize discussion of any changes or Major Amendments to the DA or the Project on or before the date on which the request to be agendized is submitted to Napa County.

14. Term and Termination. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date") and shall continue indefinitely, unless terminated pursuant to this Section. Either party may terminate this Agreement for cause upon a breach of any material term by the other party. Prior to delivering a notice of termination for cause, the non-defaulting party shall provide written notice of breach to the defaulting party and a reasonable opportunity to cure the default of not less than thirty (30) days, except in the event of nonpayment of charges due from Customer, in which event the breach shall be cured in not less than ten (10) days. If the cure of a breach reasonably requires more than thirty days and if the defaulting party has commenced to cure within thirty days and thereafter prosecutes the cure with reasonable diligence,

then the time within which such failure may be cured shall be extended for such period as may be reasonably necessary to complete the cure with reasonable diligence.

15. Remedies; Prohibition on Damages.

a. As part of the bargained for consideration for this Agreement, the parties agree that any action or proceeding to cure, correct, or remedy any default or to enforce any covenant or promise herein shall be limited solely and exclusively to those remedies expressly provided herein. City and Customer may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, injunction, declaratory relief, writ of mandate and/or other similar non-monetary relief, the obligations and rights of the parties.

b. Other than actions related to Section 4 (Rates) and Section 12 (Penalty) of this Agreement, in no event shall a party, or any of its officers, agents, representatives, officials, employees, or insurers, be liability to the other party for damages for any breach or violation of this Agreement. In the event a party seeks damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provision hereof, and does not amend its complaint to delete such request within 15 days' of receipt of written notice from the other party to delete such request for damages, which notice must specifically cite this Section 15 of this Agreement; A party's failure to amend its complaint shall entitle the other party to immediately commence termination pursuant to Section 14 of the Agreement to end all obligations under this Agreement, irrespective of any provision to the contrary contained herein. The enforceability and validity of the above limitations on the remedies available to the parties, including, without limitation, the specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for the each party's agreement to enter into this Agreement, and it is acknowledged that the parties would not have entered this Agreement if it were to be liable in damages under this Agreement. This provision does not preclude, prohibit, or proscribe a cause of action for damages, if any, that may arise from any alleged violation of law, including without limitation statutory, common law or other law, which is independent of contractual rights and obligations created by this Agreement.

16. Resolution of Claims. The parties hereto recognize that this Agreement is, in part, a settlement of the Claims and by execution of this Agreement, both parties further agree that any other claims they may have against each other arising out of the Glass Fire and prior water agreements are deemed resolved, settled and waived in full.

17. Prior Agreements. This Agreement constitutes the entire understanding and agreement of the parties with respect to the Claims, Development Agreement and the provision of city water for the Property. The parties agree that the terms and conditions of this Agreement fulfill all of the parties' respective obligations under the original 1962 Water Agreement, 1990 Water Agreement and any amendments thereto, and that both parties agree that any claims they may have against each other arising out of or related to water service pursuant to the prior Agreements are deemed resolved, settled and waived in full. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations and previous agreements, including the 1962 Water Agreement, 1990 Water Agreement and any amendments

thereto, by and between the parties and their predecessors in interest with respect to all or any part of the subject matter hereof, except as provided herein.

18. Notice. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement shall be sent to the parties at the following addresses:

City: Director of Public Works
City of St. Helena
1572 Railroad Avenue
St. Helena, California 94574

Customer: Meadowood Resort LLC
900 Meadowood Lane
St. Helena, CA 94574
Attn: Owner Representative

Meadowood Associates, LP
1030 Main Street, Suite 300
St. Helena, CA 94574
Attn: Owner Representative

*With copy to*: Kevin Teague
Holman Teague Roche Anglin, LLP
1455 First Street, Suite 217
Napa, CA 94559

19. Construction and Interpretation. This Agreement has been reviewed by legal counsel for both parties and shall be deemed for all purposes to have been jointly drafted by both Customer and City. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The language in all parts of this Agreement, in all cases, shall be construed as a whole and in accordance with its fair meaning and not strictly for or against any party, and consistent with the provisions hereof, in order to achieve the parties' objectives. The captions of the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to all reasonable attorneys' fees, court costs, and necessary disbursements in connection with such action. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the courts of and for Napa County, California.

16. Severability. The parties hereto agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall

not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties in writing.

17. No Water Rights Conferred. Nothing in this Agreement shall be construed to confer any appropriative, public trust or other right to water on any person or entity. The only rights granted to Customer as a result of this Agreement are those expressly set forth herein.

18. Successors and Assigns. The provisions of this Agreement shall be binding on all tenants, heirs, assigns, and successors in interest to the parties hereto and shall be a covenant that runs with the land.

19. Execution in Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. Amendment. The provisions of this Agreement may be amended only by mutual written consent of the parties. Any amendments to this Agreement must be in writing and executed by both parties.

21. Authorized Signatories. Both parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of, this Agreement. Each party warrants to the other that the individual who has signed this Agreement has the legal power, right, and authority to enter into this Agreement and to bind each respective party.

[Signatures on following page]

Executed the last date written below and effective the first date above written.

CUSTOMER:

MEADOWOOD RESORT, LLC, a Delaware limited liability company

_____
By: H. William Harlan
Its: Manager

MEADOWOOD ASSOCIATES, a California limited partnership

_____
By: H. William Harlan
Its: President and CEO

CITY: CITY OF ST. HELENA,
a municipal corporation

Dated: _____ By:_____
Anil Comelo
Its: City Manager

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

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

STATE OF CALIFORNIA )
) ss.
COUNTY OF NAPA )

On December _____, 2023, before me, _____, a Notary Public, personally appeared H. WILLIAM HARLAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA )
) ss.
COUNTY OF NAPA )

On December ____, 2023, before me, the undersigned, City Clerk of the City of St. Helena, personally appeared ANIL COMELO, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Cindy Tzafopoulos, City Clerk

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**EXHIBIT A**
**LEGAL DESCRIPTION OF PROPERTY**

**[Attached behind this cover page]**

Exhibit A

# WATER AUDIT CALIFORNIA

**A PUBLIC BENEFIT CORPORATION**

952 SCHOOL STREET #316 NAPA CA 94559
(707) 681-5111 GENERAL@WATERAUDITCA.ORG


December 12, 2023

St. Helena City Council

Mayor Paul Dohring
Vice Mayor Eric Hall
Council Member Anna Chouteau
Council Member Lester Hardy
Council Member Billy Summers

Sent via email to: cityclerk@cityofsthelena.org

RE: December 12, 2023

Agenda

13.3. Consideration of a resolution Approving an Updated Water Agreement for Meadowood Napa Valley. 367-381

Water Audit California submits its comment letter addressing the City Council's consideration of a resolution approving an updated water agreement for Meadowood. We ask that the Mayor and City Council note that some time ago, Water Audit California advised the City of St. Helena that it was necessary for the City to act in its own interests before approving the Meadowood project, as Meadowood is drawing water from the same aquifer that is utilized for the City's water supply.

**The Public Trust**

Water Audit California ("Water Audit") is an advocate for the public trust. Through Government Code § 65800 et seq. the Legislature conveyed to the city the authority to adopt regulations and ordinances to promote the general welfare of the State's residents.

The City remains subordinate to the control and direction of the senior levels of government. The state endows the highest priority on fish and wildlife protection and conservation. "The Legislature finds and declares that the protection and conservation of the fish and wildlife resources of the state are of utmost public interest.

Fish and wildlife are the property of the people, and provide a major contribution to the property of the state …" (*Fish and Game Code* § 1600) This statement is one of the foundations of Water Audit's mission, both generally and herein. The City must consider the substantial potential public trust impacts of proposed projects.

The essential idea of the public trust doctrine is that the government holds and protects certain natural resources in trust for the public benefit. (See *Illinois Central Railroad v. Illinois* (1892) 146 U.S. 387, 452, 456; *National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419, 441; *Berkeley v. Superior Court* (1980) 26 Cal.3d 515, 521.)

Public trust theory has its roots in Roman and common law. (*United States v. 11.037 Acres of Land* (N.D. Cal. 1988) 685 F. Supp. 214, 215.) Its principles underlie the entirety of the State of California. Upon its admission to the United States in 1850, California received the title to its tidelands, submerged lands, and lands underlying inland navigable waters as trustee for the benefit of the public. (*People v. California Fish Co.* (*California Fish*) (1913) 166 Cal. 576, 584; *Carstens v. California Coastal Com.* (1986) 182 Cal.App.3d 277, 288.) The People of California did not surrender their public trust rights; the state holds land in its sovereign capacity in trust for public purposes. (*California Fish, Ibid.)*

The courts have ruled that the public trust doctrine requires the state to administer *as a trustee* all public trust resources for current and future generations, precluding the state from alienating those resources into private ownership and requiring the state to protect the long-term preservation of those resources for the public benefit. (*National Audubon, supra.* 33 Cal.3d 419, 440-441; *Surfrider Foundation v. Martins Beach 1, LLC* (2017) 14 Cal.App.5th 238, 249-251.)

The public trust fulfills the basic elements of a trust: intent, purpose, and subject matter. (*Estate of Gaines* (1940) 15 Cal.2d 255, 266.) It has both beneficiaries, the people of the state, and trustees, the agencies of the state entrusted with public trust duties.

The beneficiaries of the public trust are the people of California, and it is to them that the trustee owes fiduciary duties. As the City of St. Helena is a legal subdivision of the state, it must deal with the trust property for the beneficiary's benefit. No trustee can properly act for only some of the beneficiaries – the trustee must represent them all, taking into account any differing interests of the beneficiaries, or the trustee cannot properly represent any of them. (*Bowles v. Superior Court* (1955) 44 C2d 574.) This principle is in accord with the equal protection provisions of the Fourteenth Amendment to the US Constitution.

A public trust trustee "**may not approve of destructive activities without giving due regard to the preservation of those [public trust] resources.**" (*Center for Biological Diversity, Inc. v. FPL Group, Inc.* ("*Bio Diversity*") (2008) 166 Cal.App.4th 1349, 1370, fn. 19, 83 Cal.Rptr.3d 588.) [Emphasis added]

Common law imposes public trust considerations upon the City's decisions and actions. (*Biological Diversity, supra.* 166 Cal.App.4th 1349; *Environmental Law Foundation v. State Water Resources Control Board* ("ELF") (Cal. Ct. App. 2018) 26 Cal.App.5th 844.) The courts have recognized the State's responsibility to protect public trust uses whenever feasible. (*See*, e.g., *National Audubon, supra.* 33 Cal.3d 419, 435; *California Trout, Inc. v. State Water*

*Resources Control Bd.* (1989) 207 Cal.App.3d 585, 631; *California Trout, Inc. v. Superior Court* (1990) 218 Cal.App.3d 187, 289.) The City of St. Helena, under Public Resources Code, section 6009.1, has an affirmative duty to administer the natural resources held by public trust solely in the interest of the people of California.

The public trust doctrine requires the State (i.e. City of St. Helena), as a trustee, to manage its public trust resources (including water) so as to derive the maximum benefit for its citizenry. Even if the water at issue has been put to beneficial use, it can be taken from one user in favor of another need or use. The public trust doctrine therefore means that no water rights in California are truly "vested" in the traditional sense of property rights.

Furthermore, there can be no vested rights in water use that harm the public trust. Regardless of the nature of the water right in question, no water user in the State "owns" any water. Instead, a right to water grants the holder thereof only the right to use water, a "usufructuary right". The owner of "legal title" to all water is the State in its capacity as a trustee for the benefit of the public. Both riparian and appropriative rights are usufructuary only and confer no right of private ownership in the watercourse, which belongs to the State. (*People v. Shirokow* (1980) 26 Cal.3d 301 at 307.)

**Conclusion**

For the foregoing reasons, Water Audit California respectfully requests that the City Council not approve the Meadowood demand as a matter rote. Please stop and think before acting and during the meeting this evening, consider the impacts of an updated water agreement on existing water needs.

Respectfully,

William McKinnon
General Counsel
Water Audit California