City of St. Helena
City Council Meeting
Tuesday, February 27, 2024
465 Main Street, St. Helena

*CLOSED SESSION IS CANCELLED
~~5:00PM Special Closed Session Meeting~~
~~Vintage Hall Wellness Center - First Floor~~

5:30PM Special City Council Meeting
(Applicant Interviews)
Vintage Hall Board Room

6:00PM Regular Open Session
Vintage Hall Board Room

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. *CANCELLED* 5:00PM SPECIAL CLOSED SESSION MEETING

   1.1. ~~Conference with Legal Counsel: Liability Claim (Gov't Code sec. 54956.9)~~
   ~~Claimant: Thompson Builders Corp.~~
   ~~Agency claimed against: City of St. Helena~~

1. 5:30PM SPECIAL CITY COUNCIL MEETING

   1.1. Library Board of Trustees Applicant interviews:
      1. John Heflebower
      2. Donald Loveless

1. 6:00PM REGULAR MEETING OF THE ST. HELENA CITY COUNCIL

2. CALL TO ORDER

3. ROLL CALL
   Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna

Chouteau, Billy Summers

4. PLEDGE OF ALLEGIANCE

5. ADOPTION OF THE AGENDA

6. APPROVAL OF THE MINUTES

Estimated start time: 6:05 p.m.

6.1. Consideration and proposed approval of Regular Meeting Minutes of February 13, 2024 — 9 - 16

02-13-2024 Regular City Council - Minutes

7. 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.

7.1. Public Comment.Lana Ivanoff — 17

8. 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.

9. PRESENTATIONS AND PUBLIC RECOGNITIONS

9.1. Boys and Girls Club Update by Lana Tillotson, Lead Unit Director St. Helena Clubhouse, Boys & Girls Clubs of St. Helena and Calistoga

Estimated start time: 6:25 p.m.

9.2. Recognizing former Council Member Lester Hardy for his contributions, hard work and commitment to our community.

Estimated start time: 6:35 p.m.

10. STAFF BRIEFING

10.1. Red Flag Gun Law Firearm Safety Presentation — 19 - 37

Estimated start time: 7:00 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Chris Hartley, Chief of Police
Recommendation:
Receive and file.
Staff Report - Pdf

11. 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: 7:10 p.m.

11.1. Consideration and approval of a resolution: (1) Approving a five-year Contract between the City of St. Helena and Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for a five-year contract not-to-exceed $70,860 for services and upfront cost for hardware, accessories and implementation; and (2) Authorizing a budget increase of $34,000. 39 - 109

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

11.2. Consideration and Proposed Approval of a Resolution Authorizing a Lease Agreement Assignment and Estoppel by and between Pacific Union College and the City of St. Helena (Lessor), Gallo Vineyards, Inc. (Lessee) and Precision Vineyards LLC. 111 - 140

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Staff recommends approval of the attached resolution.
Staff Report - Pdf

11.3. January 2024 Review and Forecasting of City Water Supply Availability. 141 - 146

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

11.4. Consideration and Adoption of a Resolution awarding a Professional Services Agreement with Dyett and Bhatia Planning Consultants for preparation of the City's Downtown Specific Plan in an Amount Not-to-Exceed $500,000 and authorizing the City Manager to execute the agreement. 147 - 255

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Staff is recommending the City Council approve a resolution awarding a Professional Services Agreement with Dyett and Bhatia Planning Consultants for preparation of a Downtown Specific Plan in an Amount Not To Exceed $500,000 and authorizing the City Manager to execute the agreement.
Staff Report - Pdf

11.5. Consideration and proposed approval of a resolution approving (1) a temporary closure of Adams Street from Friday, May 17, 2024, at 6:00 p.m. to Sunday, May 19, 2024, at 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages on this public street for the Neighborhood Community Table Event scheduled for Saturday, May 18, 2024, from approximately 5:00 p.m. to 9:00 p.m. 257 - 269

CEQA Determination: Categorically Exempt, Section 15323
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.
Staff Report - Pdf

11.6. Consideration of approval of a Resolution (1) authorizing the City Manager to execute a funds transfer agreement to accept funds for the Pedestrian Safety Improvements for the Spring Street/Highway 29 Intersection Project, a Priority Legislative Budget Project as granted in Assembly Bill 102, (2) authorizing staff to create a Capital Improvement Project and establish a budget of $500,000 upon receipt of the funds. 271 - 281

CEQA Determination: Exempt
Prepared By: Mario Traverso, Project Manager
Recommendation:
Approve the Resolution
Staff Report - Pdf

11.7. Proposed approval of a resolution authorizing: 283 - 293
(1) Duly adopting and approving publicly available pay schedule for St. Helena Employees Association (SHEA) Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes new salary ranges for the Underground Utilities Classifications effective March 1, 2024; and (2) Approving a budget adjustment in the amount of $8,785 for salary adjustments; and(3) Approve an Amendment to the Memorandum of Understanding between the City of St. Helena and SHEA dated July 1, 2022 through June 30, 2025.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:
Approve the attached resolution.
Staff Report - Pdf

11.8. Approval of a resolution establishing an on-call list for tree maintenance services and authorizing execution of three agreements: (1) West Coast Arborist for a not-to-exceed amount of $127,500 (2) Mountain F Enterprises, Inc for a Not-To-Exceed amount of $56,250 and (3) Skyview Tree Experts for a Not-To-Exceed amount of $56,250, each for a 3-year period. 295 - 352

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve agreements for on-call tree maintenance services with West Coast Arborist, Skyview Tree Experts and Mountain F. Enterprises, Inc.
Staff Report - Pdf

11.9. Authorization to enter into a lease-purchase agreement with Enterprise Fleet Management to lease and purchase ten (10) new operations vehicles for the Public Works and Fire departments for a not to exceed cost of $516,166.95 which includes a 15% contingency for supply variations and authorization to lease comparable vehicles should the proposed vehicles not be available. 353 - 378

CEQA Determination: Exempt
Prepared By: Clayton Church, Public Works Operations Manager,
Lesley Milton, Asst. to the City Manager
Recommendation:
Staff recommends authorizing the City Manager authority to purchase of 10 vehicles with the recommended replacements (listed in appendix A) based on SourceWell pricing and availability from Enterprise. City staff are dedicated to the Council's goal of integrating alternative fuels into the City fleet and lowering the City's carbon and environmental footprint.
Staff Report - Pdf

12. PUBLIC HEARINGS

None

13. OLD BUSINESS

13.1. Consideration and proposed approval of a resolution for the City Council appointment of an applicant to fill the vacancy created by the resignation of Council Member Lester Hardy, and direct the City Clerk to administer the Oath of Office to the New Council Member 379 - 405

Estimated start time: 7:15 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Nominate an applicant for approval by the majority of Council. Direct

the City Clerk to administer the oath of office and the newly appointed Council Member will be seated at the dais.

Staff Report - Pdf

14. NEW BUSINESS

14.1. 2024 City Council Meeting Calendar 407 - 408

Estimated start time: 7:30 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Review the 2024 calendar and provide direction in regards to City Council meeting dates.

Staff Report - Pdf

14.2. Establishment of 2024 City Council assignments to various City and Napa County Committees, Boards, and Commissions. 409 - 413

Estimated start time: 7:35 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Attachment 1 provides a list of current intergovernmental appointments and vacancies (vacancies are highlighted in yellow). Attachment 2 provides a list of Ad Hoc appointments (vacancies are highlighted in yellow). Staff recommends City Council review and provide affirmation or recommended changes to appointments.

Staff Report - Pdf

14.3. Receive Information and Provide Direction to Staff Regarding Opinion Research for a Real Property Transfer Tax Structure for the November 2024 Ballot 415 - 432

Estimated start time: 7:50 p.m.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Provide direction on the structure of a Real Property Transfer Tax.

Staff Report - Pdf
Presentation

14.4. Consideration and proposed approval of a resolution for the City Council appointment of an applicant to fill the Library Board of Trustees vacancy created by the resignation of David Slaby 433 - 439

Estimated start time: 8:15 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:
Nominate an applicant for approval by the majority of Council.
Staff Report - Pdf

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

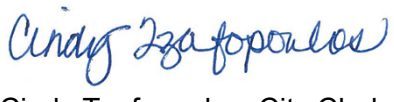
M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

16. ADJOURNMENT

The next Regular City Council meeting is scheduled for March 12, 2024, 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 February 22, 2024.



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
Regular City Council Meeting
Tuesday, February 13, 2024 @ 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: Vice Mayor Eric Hall, Council Member Anna Chouteau and Council Member Billy Summers

Absent: Mayor Paul Dohring

1. 4:30PM SPECIAL CLOSED SESSION:

2. CALL TO ORDER

3. CLOSED SESSION PUBLIC COMMENT

3.1. Conference with Labor Negotiators, pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager
Employee Organization: Police Officers Association (POA), St. Helena Employees Association (SHEA)

3.2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Sec. 54956.9)
Name of case: St. Helena Citizens for a Sustainable Future, et al. v. City of St. Helena et al. (Napa County Superior Court Case No. 23-CV-000938)

1. 6:00PM REGULAR MEETING OF THE ST. HELENA CITY COUNCIL

2. CALL TO ORDER

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

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

AYES: Vice Mayor Eric Hall, Council Member Anna Chouteau and Council

Member Billy Summers
NOES: None
ABSENT: Mayor Paul Dohring
ABSTAIN: None
RECUSE: None

5. ADOPTION OF MINUTES

5.1. Consideration and proposed approval of Regular Meeting Minutes of January 23, 2024

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

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

6. PUBLIC FORUM:

Eric Hanson addressed the City Council.

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

City Attorney Ethan Walsh reported that there was no reportable action from the February 13, 2024 special City Council closed session meeting.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

None

9. STAFF BRIEFING

None

10. CONSENT ITEMS

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

10.1. Quarterly Grant Report for FY 2024 Q2 for the reporting period ending December 31, 2023.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst
Recommendation:
Receive and file report.

10.2. Consideration and Proposed Approval of a Resolution Confirming City Council's Intent for Use of Affordable Housing Trust Fund Monies for the Our Town St. Helena's Affordable Housing Project Located at 963 Pope Street.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Approve the attached Resolution.

10.3. Consideration and proposed adoption of a Resolution Amendment No. 4 to STH Contract: FY2023-002 in the amount of $55,000 to the Professional Services Agreement with Regional Government Services (RGS) for human resources assistance for a total amount not-to-exceed $221,200.

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

10.4. Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Alsco Uniform Services Inc., for Citywide Uniform Services for a one-year contract period for a total not-to-exceed amount of $20,135.66 with up to four additional one-year extensions.

CEQA Determination: Exempt
Prepared By: Clayton Church, Public Works Operations Manager, Lesley Milton, Asst. to the City Manager
Recommendation:
Staff recommends City Council adopt the attached Resolution.

10.5. Waiver of second reading and proposed adoption of Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property.

CEQA Determination: Exempt
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Waive second reading and adopt an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of water laterals serving private property.

10.6 Item 10.6 was pulled from consent.

~~Waiver of second reading and proposed adoption of an ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of sidewalks and driveway approaches fronting private property.~~

10.7. Waiver of second reading and proposed adoption of an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property.

CEQA Determination: Not a CEQA project
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Waive second reading and adopt an Ordinance amending Title 13 of the St. Helena Municipal Code to clarify ownership and maintenance responsibility of sewer laterals serving private property.

10.8. Consideration and proposed adoption of a Resolution authorizing a Professional Services Agreement with Peterson Mechanical for Heating, Ventilation, and Air Conditioning Maintenance Services for a Not-To-Exceed Contract Amount of $105,000.00 for a three-year contract term.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve the Resolution.

10.9. Consideration and proposed adoption of a Resolution authorizing a Professional Services Agreement with JL Mechanical for maintenance services each for a 3-year period for a not-to-exceed contract value of $240,000 with the option of two possible one-year extensions.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approval of the Resolution.

10.10. Consideration and proposed adoption of a Resolution authorizing a 3-year Professional Services Agreement with C&D Power for a not-to-exceed contract amount of $210,000 for electrical generator maintenance, testing, and repair services.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approval of the Resolution.

10.11. Proposed approval of a resolution authorizing:
(1) The addition of one full-time equivalent position effective immediately for a Recreation Manager; and

(2) Approving a budget adjustment in the amount of $59,120 for the salary adjustments; and
(3) Duly adopting and approving publicly available pay schedule for Mid-Management Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a new salary schedule for the Recreation Manager Classification effective February 13, 2024; and
(4) Amendment #12 to the Unrepresented Compensation Program to include the Recreation Manager classification.

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

Council Member Anna Chouteau moved to approve items 10.1 through 10.5 and 10.7 through 10.11. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

10.6. Waiver of second reading and proposed adoption of an ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of sidewalks and driveway approaches fronting private property.

CEQA Determination: Not a CEQA project
Prepared By: Eric Janzen, Assistant Public Works Director
Recommendation:
Waive second reading and adoption the ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of sidewalks and driveway approaches fronting private property.

Joe Leach reported on this item.

No public comment was received.

Council Member Anna Chouteau moved to approve 10.6. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Vice Mayor Eric Hall, Council Member Anna Chouteau and Council

Member Billy Summers
NOES: None
ABSENT: Mayor Paul Dohring
ABSTAIN: None
RECUSE: None

11. PUBLIC HEARINGS

None

12. OLD BUSINESS

None

13. NEW BUSINESS

13.1. Consideration and direction whether the City desires to exercise its option to purchase an affordable housing unit at 1633 Voorhees Circle as provided in the Resale Restriction Agreement and Option to Purchase Agreement.

Estimated start time: 6:50 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Discuss and provide direction to staff regarding the option or the Owner's attempt to sell.

Mandy Kellogg reported on this item.

No public comment was received.

Council Member Anna Chouteau moved to not purchase 1633 Voorhees Circle. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

13.2. Discuss and Make a Determination on the Water Penalty Appeal by Catherine Buck in the amount of $74,893.30.

Estimated start time: 7:15 p.m.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Approve the Appeal.

April Mitts, Asst. City Manager reported on this item.

Cathy Buck addressed the City Council.

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

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

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

Mayor Dohring adjourned the meeting at 6:45 p.m.

APPROVED: **ATTEST:**

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

Cindy Tzafopoulos

From: lana ivanoff <lanaivanoff@att.net>
Sent: Tuesday, February 27, 2024 10:20 AM
To: Cindy Tzafopoulos
Subject: [External] Please forward……City Council Meeting 2/27/24

Council Members

Please…..NO MORE MONEY SPENT ON STUDIES AND CONSULTANT FEES!!!!
We need to budget our money carefully, and closely, fix the City services that are broken, and worry about the “extras”, (the glitz and glamor), when we have the money in our pockets.
As a tax payer, and full time resident, I’m tired of footing the bill for needless studies and consultants. Use the educated, talented people who live here to help with evaluations, and opinions, on the needs of St Helena.

And City Employees driving the newest, and latest modeled cars and trucks is NOT a necessity at this time.
Please stop spending my money on “the extras”. Fix “our home” first.

Lana Ivanoff
707-963-7683

Agenda Report to the City Council

Agenda Section: STAFF BRIEFING

Department: Police

DATE:	February 27, 2024
FROM:	Chris Hartley, Chief of Police
SUBJECT:	Red Flag Gun Law Firearm Safety Presentation
GOAL:	Goal 4: Provide Effective Community Information & Opportunities for Engagement
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	FY 23/24 City Council Goals
STATEMENT OF THE PURPOSE:	Provide City Council and the Community with information regarding California's Red Flag Gun Laws and remind community of the Gun Safety Ordinance in an ongoing effort to keep our community safe.
FINANCIAL IMPACT:	None.

BACKGROUND:
In FY 23/34 City Council provided staff with several goals. Under Council Goals 4 and 5, the St. Helena Police Department was tasked by City Council to provide awareness of new firearm legislation to both City Council and the community. This presentation will serve as the starting point for the police departments public awareness firearms campaign.

DISCUSSION:
Red Flag Gun Law Presentation with Q & A.

ENVIRONMENTAL REVIEW: N/A

DOCUMENTS ATTACHMENTS:

Presentation
2024 01202024 GVRO LESSON PLAN

St. Helena Police

Red Flag Gun Laws



Topics:

What are California's Red Flag Gun Laws?

What does a Gun Violence Restraining Order do?

Who can get one?

How are they obtained?

What happens after it's filed?

How does the judge decide whether to grant one or not?

Who takes the firearms?

Can they get the firearms back?

What is California's Red Flag Law?

"Red flag laws are a tool law enforcement and others can use when somebody is clearly at high risk of doing something with a firearm, but they can't be arrested because no crime has been committed and they don't appear to need a mental health hold or qualify for one," **Amy Barnhorst**, M.D. Vice Chair of Community Health at UC Davis Health

**A GVRO can be pursued even if there is an arrest or 5150 commitment.

What is California's Red Flag Law?

A "RED FLAG LAW" IS A TYPE OF **GUN CONFISCATION LAW.** IT ALLOWS CERTAIN PEOPLE TO SEEK A **GUN VIOLENCE RESTRAINING ORDER** (GVRO) TO REMOVE FIREARMS OR ACCESS TO FIREARMS FROM:

A PERSON WHO IS DEEMED A THREAT TO THEMSELVES,
OR
A PERSON WHO IS DEEMED A THREAT TO SOMEONE ELSE.

What does a Gun Violence Restraining Order Do?

A GVRO **TEMPORARILY PREVENTS POSSESSION OF** A FIREARM AND AMMUNITION BY SOMEONE WHO

(1) IS A THREAT TO THEMSELVES

OR

(2) IS A THREAT TO SOMEONE ELSE

Who can get a Gun Violence Restraining Order?

(1) Family members (spouse, domestic partner, parent, children, siblings, grandparents, grandchildren, Etc.) of the person named in the petition.
(2) Current or recent household members of the person named in the petition.
(3) Employers,
(4) Co-workers*

***co-workers** can file a petition **if**:*

*They had **substantial and regular interactions** with the other person for at least one year, and they have obtained **the approval of the employer** to file the petition.*

(5) Teachers or School employees**

***teachers or school employees** can file a petition **if subject attended that school in the past 6 months AND** :*

- *They are a teacher or employee of a **secondary** (including lower, middle, or high school) or **post-secondary** school,*
- *They get the approval of a **school administrator** or a **school administration staff member**, and that person has a **supervisorial role**.*

***Employers and school administrators should consider having policies in place that address gun violence retraining orders and the process for seeking them**.*

Who can get a Gun Violence Restraining Order?

(6) LAW ENFORCEMENT OFFICER

(7) AN INDIVIDUAL DATING THE SUBJECT

(8) AN INDIVIDUAL WHO HAS A CHILD IN COMMON WITH THE SUBJECT IF *THEY HAD* ***SUBSTANTIAL AND REGULAR INTERACTIONS*** *WITH THE OTHER PERSON FOR AT LEAST ONE YEAR*

How does someone Obtain a Gun Violence Restraining Order?

Forms for a GVRO from the California court system are available at:

(1)www.courts.ca.gov

(2)By contacting your local court or law enforcement agency

What happens after a request is filed?

After EPO is issued, judge will set a hearing for permanent order within 21 days.

After ex parte request/temporary order is issued, court will set hearing within 21 days for permanent order. At the hearing for permanent order, a judge decides whether or not to **grant or deny** the request.

How does the Judge decide whether to grant the GVRO?

The judge will look at evidence presented by the person asking for the GVRO, including whether the Respondent has:

(1) Made threats or acts of violence against self or others within the past 6 months.
(2) Exhibited any pattern of violent acts or threats within the past 12 months.
(3) Violated domestic violence protective orders.
(4) Been previously convicted for any crime prohibiting the purchase and possession of firearms
(5) The judge may also look at any other evidence to see if there's an increased risk for violence, such as:
    a) The previous history of attempted or threatened use of violence or physical force against others
    b) Unlawful and reckless use, display or brandishing of firearms.
    c) A history of violating an emergency protective order or protective order.
    d) A prior arrest for a felony offense
    e) Ongoing abuse of drugs or alcohol.
    f) Recent acquisition of weapons.
    g) Recent Acquisition of body armor.

For a temporary GVRO, the judge determines if there is a substantial likelihood that the Respondent poses a significant danger in the near future of causing personal injury to themselves or another by possessing a firearm and no less restrictive means are adequate.

For a permanent GVRO, the judge looks to see if there is clear and convincing evidence that the Respondent poses a significant danger of causing personal injury to themselves or another by possessing a firearm and no less restrictive means are adequate .

How does the Judge decide whether to grant the GVRO?

If a **judge grants a restraining order,** he/she can prohibit a person from the following:

(1) Having a gun his custody or control.
(2) Owning a gun.
(3) Purchasing a gun.
(4) Possessing a gun
(5) Receiving a firearm or ammunition.
(6) Purchasing, possessing, or owning body armor.

The judge can issue a permanent restraining order to last between one and five years.

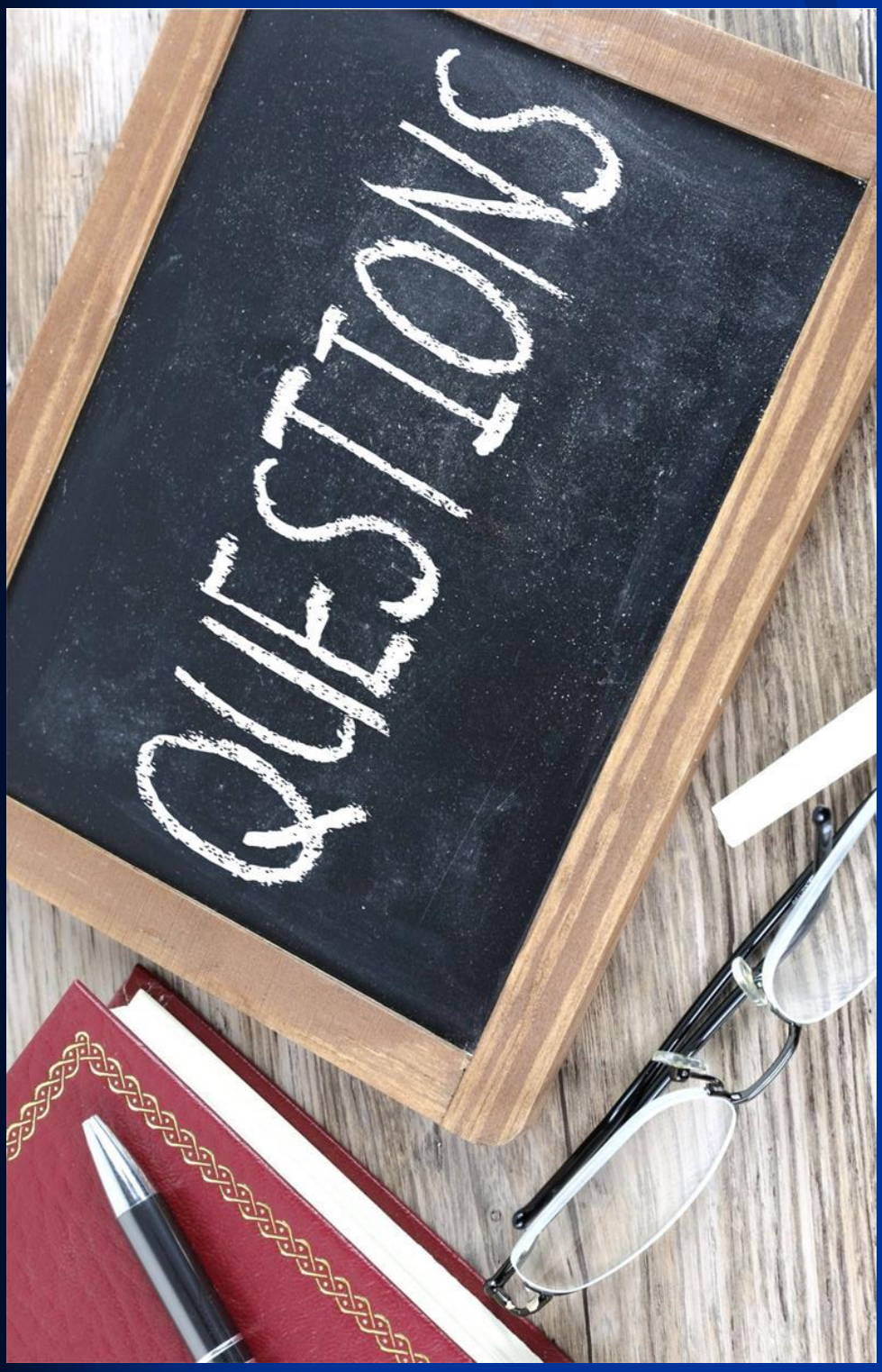
Who takes the firearm(s) away?

If the court issues the order, law enforcement may serve the order. There is no fee for law Enforcement to serve the order. When officers serve the order, they are required to Ask the Respondent to relinquish any firearms or body armor they own or possess. The Respondent is required to immediately relinquish his or her weapons or body armor to the officer.

Can the Respondent get their firearms back?

The Respondent can ask the court to remove the order once a year. A judge will remove the order if he/she believes there is no longer any convincing evidence that the Respondent is a threat. But after a court hearing, the court can extend the protection order if the Respondent continues to pose a significant danger.

Cal penal code section 18170-18197


QUESTIONS

Report to City Council

DATE: January 01, 2024

FROM: Sergeant Filippo Bianco

SUBJECT: Red Flag Gun Laws (Gun Violence Restraining Orders) – (GVRO)

STATEMENT OF PURPOSE:

To explain red flag gun laws to the St Helena City Council and the general public.

TOPICS:

- Background of GVRO'
- What are GVRO's.
- What does a GVRO do?
- Who can get a GVRO?
- How are GVRO's obtained?
- How does a judge decide whether to grant a GVRO or not?
- Who takes firearms?
- Can people get their firearms back?
- What types of GVRO's are there?
- What are GVRO statutes?

BACKGROUND:

California's GVRO law was established after the tragic 2014 shooting in Isla Vista, when friends and family had feared the shooter was dangerous before the shooting occurred, but law enforcement was unable to remove guns from his possession. In the wake of the shooting the 2014 GVRO bill was passed thanks to hard work from many stakeholders and legislators across California.

Isla Vista, CA - May 23rd, 2014 – (Santa Barbara)

- 7 killed (including perpetrator) and 14 people injured.
- A month prior to the rampage, Rodger's mother, alarmed at some "bizarre" videos Rodger had posted on YouTube, contacted Rodger's therapist. The therapist called a mental health crisis service and they referred the matter to police.
- **No legal intervention available:** On April 30, 2014, police officers arrived at Elliot Rodger's residence to conduct a welfare check but felt they did not have a legal basis to intervene.

California Legislature:

- Lawmakers had drafted a GVRO bill prior to the Isla Vista shooting with a two (2) year timeline but after the shooting that was expedited to four (4) months. They modeled the GVRO's after domestic violence restraining orders.

WHAT ARE GUN VIOLENCE RESTRAINING ORDERS:

The Gun Violence Restraining Order (GVRO) allows family members, household members, and law enforcement to work with courts to temporarily remove guns and prevent the purchase of new guns by individuals who pose a significant risk of harm to themselves or others. The GVRO is a civil procedure, not a criminal one. The goal is to ensure safety of the individual and those around them.

WHAT IS A GUN VIOLENCE RESTRAINING DO:

The Gun Violence Restraining Order (GVRO) temporarily removes a firearm and ammunition from the possession of someone who threatens themselves or someone else.

WHO CAN GET A GVRO:

Family members, household members, employers, co-workers, teachers, friends or law enforcement.

HOW ARE GUN VIOLENCE RESTRAINING ORDERS OBTAINED:

Contacting your local law enforcement agency or going to www.courts.ca.gov

HOW DOES A GUN VIOLENCE RESTRAINING ORDER GET APPROVED:

Judges make the decision whether or not to issue a GVRO. They consider indicators of dangerousness, patterns of violence criminal history and many other factors.

WHO TAKES FIREARMS:

Law Enforcement or if the GVRO is served by the court than the person may relinquish firearms to a license gun dealer.

CAN PEOPLE GET THEIR FIREARMS BACK:

Yes. This can happen by petitioning the court to remove the order and a judge will decide if there is no longer a threat or not.

WHAT ARE THE THREE TYPES OF GVRO'S in CALIFORNIA:

- Emergency Gun Violence Restraining Order – (available to law enforcement only)
- Temporary Gun Violence Restraining Order - (available to household members, families and law enforcement) – Order will last for 21 days.
- Gun Violence Restraining Order after Notice and Hearing - (available to household members, families and law enforcement) – If granted, issued for one year from hearing date.

WHAT ARE GUN VIOLENCE RESTRAINING ORDER STATUTES:

California Penal Code 18100 - *"A gun violence restraining order is an order, in writing, signed by the court, prohibiting and enjoining a named person from having in his or her custody or control, owning, purchasing, possessing, or receiving any firearms or ammunition."*

California Penal Code 18107 - *"A petition for a gun violence restraining order shall describe the number, types, and locations of any firearms and ammunition presently believed by the petitioner to be possessed or controlled by the subject of the petition."*

FREQUENTLY ASKED QUESTIONS:

Does someone need to be guilty of a crime to obtain a GVRO?

No. The GVRO is a civil procedure, not a criminal one. The goal is to ensure safety and allow the subject of the GVRO the opportunity to heal or stabilize. However, if the order is violated, the subject may be charged with a misdemeanor crime.

What if the petitioner doesn't show up to the court hearing?

Then the order will be terminated.

Can the subject of the petition contest a GVRO?

If the subject of the petition disagrees with the order, he or she may file a response to the court prior to their court date, or they may attend the court hearing and testify against the order in person or in writing.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Police

DATE:	February 27, 2024
FROM:	Justin Tharp, Lieutenant
SUBJECT:	Consideration and approval of a resolution: (1) Approving a five-year Contract between the City of St. Helena and Motorola Solutions to provide Body Worn Camera Services and Equipment to the Police Department for a five-year contract not-to-exceed $70,860 for services and upfront cost for hardware, accessories and implementation; and (2) Authorizing a budget increase of $34,000.
GOAL:	Goal 4: Provide Effective Community Information & Opportunities for Engagement, Goal 6: Improve Employee Recruitment, Retention, & Morale, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to replace antiquated Police Body Worn Cameras (BWCs).
FINANCIAL IMPACT:	The total Financial Impact is $70,860 for a five-year period. The first two years will be funded with grant funds and the remainder will be included in future operating budgets.

BACKGROUND:

In 2018 the St. Helena Police Department implemented their first body worn camera (BWC) program utilizing Motorola Solutions. Motorola Solutions was selected after extensive testing and research. The City entered into a five-year contract with Motorola Solutions which included the purchase of BWCs, chargers, training and cloud based digital evidence storage.

BWCs have shown to increase transparency with the public, assist with prosecution, reduce risk and liability for the City, increase accountability, promote professional behavior by officers and the public. BWCs have also been a substantial benefit to the public, the City, and the Officers and are supported by police management.

DISCUSSION:

The current Motorola Solutions Si 500 cameras are almost five years old and are becoming antiquated. In addition, they are no longer supported by Motorola Solutions.

This means that Motorola Solutions will no longer repair/replace damaged or nonoperational cameras and they no longer supply parts such as mounts, batteries, and cords.

Police Department management realized the BWC hardware was aging and would require replacement. They applied for Department of Justice (DOJ) grant and received an award in the amount of $34,000 to assist with the replacement of the Police Departments BWCs.

Three quotes were obtained consisting of a five-year contract for replacement BWCs, accessories, maintenance, and digital evidence storage.

1) Motorola Solutions: $69,121
   - Motorola Solutions is the Police Departments current BWC provider.
   - No digital evidence would need to be relocated.
   - Police Officers and the District Attorney's Office are familiar with Motorola Solution's software and Hardware.
   - Motorola Solutions is the preferred vendor of the Police Department's Management.

2) Axon Enterprise Inc: $123,184
   - Axon is the current provider for all other law enforcement agencies in the County of Napa.
   - Axon requires an additional $35,000 to move our current digital evidence to their proprietary storage program.
   - Axon has offered minimal assistance to move digital evidence on our own.
   - Police Management believes moving this data is beyond our scoop of expertise.

3) Halo: $67,200
   - Although the lowest bid, the company is small and untested.
   - Halo staff is unable to move our current digital evidence with Motorola Solutions to their digital storage system.
   - A contract for storage with Motorola Solutions for storage of our current digital evidence would be necessary at an additional cost and would most likely negate any savings from this bidder.

Remote speakers (or Pic Mics) are also necessary during this transmission to new BWCs. Our current Motorola Solution BWCs are both a BWCs and pic mics. All replacement BWC cameras do not perform both functions, thus requiring the purchase of pic mics from Motorola Solutions for total cost of $1,736.

Police management recommends Motorola Solutions as the vendor for the Police Departments BWCs and digital evidence storage. The software is familiar to the police officers and the District Attorney's office, therefore requiring little to no training which will provide a cost savings. Motorola Solutions hardware is proven and shown to stand up to the rigors of police work. Motorola Solutions has adequate 24-hour support when there

is need for hardware or software assistance. The DOJ grant will fund BWC implementation and the first two years of service leaving the City to cover the services for the remaining three years.

This action will require a budget increase in the amount of $34,000 to expense account 101-P0-01-26-49 for the first two years of expenditures and $34,000 to revenue account 101-34-61-49-00 to receive the grant funds.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

Resolution - Replacement Body Cameras
Department of Justice Grant
Quote Motorola Solutions
Quote Halo
Quote Axon
Current Motorola Contract
Quote Motorola Solutions Remote Speakers (Pic Mic)

CITY OF ST. HELENA

RESOLUTION NO. 2024-____

RESOLUTION AUTHORIZING (1) A FIVE-YEAR CONTRACT BETWEEN THE CITY OF SAINT HELENA AND MOTOROLA SOLUTIONS TO PROVIDE BODY WORN CAMERA SERVICES AND EQUIPMENT TO THE POLICE DEPARTMENT FOR A FIVE-YEAR CONTRACT NOT-TO-EXCEED $70,860 FOR SERVICES AND UPFRONT COST FOR HARDWARE, ACCESSORIES, AND IMPLEMENTATION; AND (2) AUTHORIZING A BUDGET INCREASE OF $34,000.

RECITALS

A. Current Motorola Solution Body Worn Camaras are approaching 6 years old; and

B. Motorola Solutions will no service or provide replacement parts for current Body Worn Cameras; and

C. The City recognizes the distinct benefits to the community of Body Worn Cameras; and

D. The Department of Justice has awarded a $34,000 grant to assist the Police Department purchase replacement Body Worn Cameras; and

E. The first two years of the program will be funded by grant monies and years 3 through 5 will be included in future annual operating budgets; and

F. Any on-going expenses in FY 24/25 for the program will be funded by the Department of Justice Grant.

RESOLUTION

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

1. Authorize Police Department to enter 5-year contract with Motorola Solutions for Body Camera Services, not to exceed $70,860.
2. Authorize the use of Department of Justice Grant for equipment and year 1 and 2 of contract.
3. Authorize a budget amendment as follows:
    a. Budget increase in the amount of $34,000 to GL Account 101-P0-01-26-49.

b. Budget increase in the amount of $34,000 to GL Account 101-34-61-49-00

Approved at a Regular Meeting of the St. Helena City Council on February 27, 2024, by the following vote:

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

APPROVED: ATTEST:

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

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF SAINT HELENA 1572 RAILROAD AVE
City, State and Zip:	SAINT HELENA, CA 94574
Recipient UEI:	VNT8DYY69L47
Project Title: Saint Helena Body-worn Camera Expansion Program	**Award Number:** 15PBJA-23-GG-02676-BWCX
Solicitation Title: BJA FY 23 Body-worn Camera Policy and Implementation Program to Support Law Enforcement Agencies	
Federal Award Amount: $34,000.00	**Federal Award Date:** 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.835 - Body Worn Camera Policy and Implementation	
Project Period Start Date: 10/1/23	**Project Period End Date:** 9/30/26
Budget Period Start Date: 10/1/23	**Budget Period End Date**: 9/30/26

Project Description:

The Saint Helena Police Department (SHPD) is requesting funds to expand its BWC program underCategory 1: Site-based awards to law enforcement agencies. The funding will assist in the purchase of17 BWCs for our full-time officers and reserves. Currently, we have 13 BWCs actively worn by our 12sworn officers, but these cameras are outdated and at the end of their useful life. In December 2023,our 5-year contract with Motorola will end, and our existing cameras will no longer be functional. Wecurrently do not have the budget available to fully fund the purchase of new cameras for FY23–24 orFY24–25. SHPD is requesting 17 new BWCs, which will not only enable the existing successfulprogram to continue but also expand the program to allow our reserve officers, who currently do nothave cameras, to record their interactions.

Award Letter

September 25, 2023

Dear Chris Hartley,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF SAINT HELENA for an award under the funding opportunity entitled 2023 BJA FY 23 Body-worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. The approved award amount is $34,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Amy Solomon
Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF SAINT HELENA

UEI
VNT8DYY69L47

Street 1
1572 RAILROAD AVE

Street 2

City
SAINT HELENA

State/U.S. Territory
California

Zip/Postal Code
94574

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/25/23

Award Type
Initial

Award Number
15PBJA-23-GG-02676-BWCX

Supplement Number
00

Federal Award Amount
$34,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.835	Body Worn Camera Policy and Implementation

Statutory Authority
Pub. L. No. 117-328, 136 Stat. 4459, 4537

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Body-worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13847199

Grant Manager Name
Wai Yee Tsang-White
Phone Number
202-451-7159
E-mail Address
Wai.Yee.Tsang-White@usdoj.gov

Project Title
Saint Helena Body-worn Camera Expansion Program

Performance Period Start Date
10/01/2023

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2023

Budget Period End Date
09/30/2026

Project Description
The Saint Helena Police Department (SHPD) is requesting funds to expand its BWC program underCategory 1: Site-based awards to law enforcement agencies. The funding will assist in the purchase of17 BWCs for our full-time officers and reserves. Currently, we have 13 BWCs actively worn by our 12sworn officers, but these cameras are outdated and at the end of their useful life. In December 2023,our 5-year contract with Motorola will end, and our existing cameras will no longer be functional. Wecurrently do not have the budget available to fully fund the purchase of new cameras for FY23–24 orFY24–25. SHPD is requesting 17 new BWCs, which will not only enable the existing successfulprogram to continue but also expand the program to allow our reserve officers, who currently do nothave cameras, to record their interactions.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at

any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious

practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an

equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm

employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator

enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

33

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The

data elements for this process will be outlined by the Office of Justice Programs.

34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

35

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

36

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

37

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

38

39

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the

recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

40

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

41

As of the first day of the period of performance for the award, the recipient may incur project costs using non-federal funds as necessary, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). Federal funds will not be used to provide reimbursement for the purchase of equipment already owned by the recipient prior to the first day of the period of performance for the award.

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an ACM, the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs are otherwise allowable costs under the award.

42

The recipient must submit a BWC policy no later than 120 days of award acceptance, unless an extension for good cause shown has been granted by BJA. Failure to submit a BWC policy within 120 days of award acceptance may result in the freezing of grant funds.

43

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

44

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Assistant Attorney General	Amy Solomon	9/19/23 10:58 AM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Signed Date And Time

QUOTE-2477810

MOTOROLA SOLUTIONS







ST HELENA POLICE DEPT, CITY OF

01/05/2024

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QUOTE-2477810

Billing Address:
ST HELENA POLICE DEPT, CITY OF
1401 MAIN ST
SAINT HELENA, CA 94574
US

Shipping Address:
ST HELENA POLICE DEPT, CITY OF
1401 MAIN ST
SAINT HELENA, CA 94574
US

Quote Date:01/05/2024
Expiration Date:04/04/2024
Quote Created By:
Kelly Bluth
Regional Sales Manager
Kelly.Bluth@motorolasolutions.com
702-539-0579

End Customer:
ST HELENA POLICE DEPT, CITY OF
Justin Tharp
jtharp@cityofhelena.org
707-967-2856

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service							
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	14	5 YEAR	$4,140.00	$4,140.00	$57,960.00	
2	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/ RMS*	1		$0.00	$0.00	$0.00	
3	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,CONFIG,PM	1		Included	Included	Included	
4	WGB-0177AAS	VIDEO EQUIPMENT, V300/V700 USB IN-CAR CHARGE/UPLOAD DOCK VAAS	1		Included	Included	Included	

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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
5	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE ($4 PER MON)	1	5 YEAR	$240.00	$240.00	$240.00	
6	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE ($30 PER MON)	1	5 YEAR	$1,800.00	$1,800.00	$1,800.00	
7	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION ($30 PER MON)	2		Included	Included	Included	
8	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	14	5 YEAR	Included	Included	Included	
9	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	14		Included	Included	Included	
10	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	14		Included	Included	Included	3 YEAR
11	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	14	5 YEAR	Included	Included	Included	
12	SWV07S03593A	SOFTWARE ENHANCEMENTS	14	5 YEAR	Included	Included	Included	
13	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	14		$101.00	$80.80	$1,131.20	
14	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	14		$137.50	$110.00	$1,540.00	
	CommandCentral Evidence							

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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
15	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		$0.00	$0.00	$0.00	
16	SSV00S01450B	LEARNER LXP SUBSCRIPTION	3	5 YEAR	$0.00	$0.00	$0.00	
17	SSV00S02600A	COMMANDCENTRAL EVIDENCE STANDARD	1	5 YEAR	$2,700.00	$2,700.00	$2,700.00	
18	SSV00S02602A	DIGITIAL EVIDENCE MANAGEMENT	1	5 YEAR	Included	Included	Included	
19	SSV00S02603A	CASE SHARING CAPABILITIES	1	5 YEAR	$0.00	$0.00	$0.00	
20	SSV00S02604A	FIELD RESPONSE APPLICATION	1	5 YEAR	Included	Included	Included	
21	SSV00S02605A	RECORDS MANAGEMENT	1	5 YEAR	Included	Included	Included	
22	SSV00S02783A	COMMANDCENTRAL STORAGE GB	1000	5 YEAR	$3.75	$3.75	$3,750.00	

Grand Total $69,121.20(USD)

Pricing Metric :
Price is indicative of the following -
of Named Users for CommandCentral Evidence - 3

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	$16,629.00	$15,961.20
Year 2 Subscription Fee	$13,290.00	$13,290.00
Year 3 Subscription Fee	$13,290.00	$13,290.00
Year 4 Subscription Fee	$13,290.00	$13,290.00
Year 5 Subscription Fee	$13,290.00	$13,290.00
Grand Total System Price	$69,789.00	$69,121.20

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Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

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QUOTE-2477810

VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.

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VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION



VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud’s Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency’s policies and procedures.

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.

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COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.

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- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

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Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.

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- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and equipment as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.

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- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.

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- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION

EQUIPMENT PROCUREMENT AND INSTALLATION

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

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If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.

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Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.

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- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

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VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

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- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

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DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

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Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer(hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad- hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.

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Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.

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- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors’ readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.

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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer’s third-party vendors, as required, to enable Motorola to perform its duties.

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- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call**.**
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola’s delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

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Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.

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- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

REMOTE SOFTWARE INSTALLATION

Client software will be installed one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Access online training resources identified in the Welcome/IT Call.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Installation Guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities

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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.

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- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

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- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.

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MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

DRAFT QUOTE

St Helena Police Department
1088 College Ave
SAINT HELENA CA 94574
USA

Date
Jan 9, 2024

Expiry
Jun 9, 2024

Quote Number
QU-24-010901

Halo Imports LLC
Halo Imports
501 Congress Ave
AUSTIN TX 78701
UNITED STATES OF AMERICA

Description	Quantity	Unit Price	Tax	Amount USD
Body Camera Package Lease Horizon Series Body Worn Camera Unlimited Cloud Storage with AmazonWebServices Unlimited Halo Vault Access Magnetic Mount Molle Mount Full Contract-term Warranty 24/7 Emergency Tech support with 24 hour response on non-emergency issues. Local support available for hardware replacement and repair	14.00	80.00	Tax Exempt	1,120.00
Contract is for a term of 5 years				
			Subtotal	1,120.00
			TOTAL TAX	0.00
			TOTAL USD	**1,120.00**

Terms

Monthly All Inclusive Cost: $1120
Annual Cost $13440
Total Contract Cost $67200
Cost is for a standard deployment and does not include non-standard software or feature development.

Ingestion or integration of body camera footage into Halo Vault (Cost to be determined upon presentation of data format, volumes of data, and other variables that may impact resources required for deployment.). Estimate based on 5 years of data $8,000 to $10,000.

Registered Office: Halo Imports, 501 Congress Ave, Austin, TX, 78701, United States of America.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-521101-45294.812DB

Issued: 01/03/2024

Quote Expiration: 01/31/2024

Estimated Contract Start Date: 03/15/2024

Account Number: 322642

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
St. Helena Police Department 1088 College Ave Saint Helena, CA 94574-1366 USA	St. Helena Police Dept. - CA 1088 College Ave Saint Helena CA 94574-1366 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Steve Peterson Phone: (707) 967-2850 Email: speterson@cityofsthelena.org Fax: (707) 963-8043

Quote Summary

Program Length	60 Months
TOTAL COST	$119,406.80
ESTIMATED TOTAL W/ TAX	$123,183.94

Discount Summary

Average Savings Per Year	$3,321.00
TOTAL SAVINGS	$16,605.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	$23,881.36	$755.43	$24,636.79
Feb 2025	$23,881.36	$755.43	$24,636.79
Feb 2026	$23,881.36	$755.43	$24,636.79
Feb 2027	$23,881.36	$755.43	$24,636.79
Feb 2028	$23,881.36	$755.42	$24,636.78
Total	**$119,406.80**	**$3,777.14**	**$123,183.94**

Quote Unbundled Price:	**$136,011.80**
Quote List Price:	**$119,406.80**
Quote Subtotal:	**$119,406.80**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	15	60	$118.11	$99.66	$99.66	$89,694.00	$2,456.07	$92,150.07
A la Carte Hardware									
H00001	AB4 Camera Bundle	15			$849.00	$849.00	$12,735.00	$1,050.65	$13,785.65
H00002	AB4 Multi Bay Dock Bundle	2			$1,638.90	$1,638.90	$3,277.80	$270.42	$3,548.22
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	60		$0.65	$0.65	$11,700.00	$0.00	$11,700.00
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
Total							**$119,406.80**	**$3,777.14**	**$123,183.94**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	15	02/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	17	02/15/2024
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	17	02/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	2	02/15/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	02/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	02/15/2024
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	15	08/15/2026
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	08/15/2026
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	15	02/15/2029
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	02/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	15	03/15/2024	03/14/2029
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	15	03/15/2024	03/14/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	03/15/2024	03/14/2029

Services

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	15	02/15/2025	03/14/2029
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	02/15/2025	03/14/2029

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	$2,340.00	$0.00	$2,340.00
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$400.00	$0.00	$400.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	15	$17,938.80	$491.22	$18,430.02
Year 1	H00001	AB4 Camera Bundle	15	$2,547.00	$210.13	$2,757.13
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$54.08	$709.64
Total				**$23,881.36**	**$755.43**	**$24,636.79**

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	$2,340.00	$0.00	$2,340.00
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$400.00	$0.00	$400.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	15	$17,938.80	$491.22	$18,430.02
Year 2	H00001	AB4 Camera Bundle	15	$2,547.00	$210.13	$2,757.13
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$54.08	$709.64
Total				**$23,881.36**	**$755.43**	**$24,636.79**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	$2,340.00	$0.00	$2,340.00
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$400.00	$0.00	$400.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	15	$17,938.80	$491.22	$18,430.02
Year 3	H00001	AB4 Camera Bundle	15	$2,547.00	$210.13	$2,757.13
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$54.08	$709.64
Total				**$23,881.36**	**$755.43**	**$24,636.79**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	$2,340.00	$0.00	$2,340.00
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$400.00	$0.00	$400.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	15	$17,938.80	$491.22	$18,430.02
Year 4	H00001	AB4 Camera Bundle	15	$2,547.00	$210.13	$2,757.13
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$54.08	$709.64
Total				**$23,881.36**	**$755.43**	**$24,636.79**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	$2,340.00	$0.00	$2,340.00
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	$400.00	$0.00	$400.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	15	$17,938.80	$491.19	$18,429.99
Year 5	H00001	AB4 Camera Bundle	15	$2,547.00	$210.13	$2,757.13
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	$655.56	$54.10	$709.66

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				$23,881.36	$755.42	$24,636.78

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/3/2024

ACCOUNT#
1036821016

MOTOROLA SOLUTIONS

Motorola Solutions Quotation for Si500 Body-Worn Camera and Digital Evidence Management Solution (DEMS)

Contact Name:		**Quote #:**	
Company:	St. Helena Police Department	**Quote Date:**	2017-09-27
Address:	1480 Main St St. Helena, CA 94574	**Quote Expiration:**	12/26/2017
		Engineer:	
Contact Phone #:	(707) 967-2850	**Case #:**	
Project Name:	St. Helena	**End Customer Contact Email:**	Bill.Vlahandreas@motorolasolutions.com

Summary:

Solution Type: BWCaaS 5 Year Contract
Total Years of Hardware Warranty: 5 Years 'Service from the Start'
Total Years of Software Maintenance: 5 Years Standard
Term of Agreement (Years): 5

Item	APC Code	Qty	Motorola Part Number	Description	Motorola List Price (USD)	Motorola Discounted Price (USD)	Motorola Extended List Price (USD)	Motorola Discounted Price (USD)
Body Worn Cameras as a Service (BWCaaS)								
1	032	12	HKVN4474	CommandCentral Vault - DEMSaaS Hardware Charge DEMS Si-500 device	$ 799.00	$ 599.25	$ 9,588.00	$ 7,191.00
2	032	12	HKVN4475A	CommandCentral Vault - DEMSaaS bundle 5 Year Subscription. Includes all modules (Store, Manage, Judicial) and default storage.	$ 820.00	$ 615.00	$ 9,840.00	$ 7,380.00
Battery and Charging Accessories								
3	453	24	PMNN4530A	Si Series 3750mAh Ultra High Capacity Battery. Battery door included	$ 95.00	$ 71.25	$ 2,280.00	$ 1,710.00
4	785	2	PMPN4085A	Multi Unit Charger (6 devices or batteries) US/NA	$ 250.00	$ 187.50	$ 500.00	$ 375.00
Si Devices Accessories								
5	785	12	PMLN7412A	3.5mm Receive-only Earpiece with translucent Tube and Rubber Eartip (similar to RLN4941, longer length cord for use with SI500)	$ 64.00	$ 48.00	$ 768.00	$ 576.00
Services								
6	128	1	SI128AD	Post Sale Deployment Service (2 Days)	$ 6,992.62	$ 6,992.62	$ 6,992.62	$ 6,992.62
7	208	1	SI208	Project Management Service	$ 1,818.18	$ 1,818.18	$ 1,818.18	$ 1,818.18
						DEMS Services Total (USD):	$ 8,810.81	$ 8,810.81
						Year 1 Subtotal (USD):	$31,786.81	$26,042.81
						This order is eligible for a promotional discount of (USD):	$ (9,588.00)	$ (7,191.00)
						Promotional discount applies to procurements made by October 31, 2017.		

Year by Year Cost Breakdown Table			
	Si Devices and Accessories	CommandCentral Vault Subscription	Services

	List (USD):	Discounted (USD):	List (USD):	Discounted (USD):	No Discount Applied (USD):	Total List (USD):	Total Discounted (USD):
Year 1	$ 3,548.00	$ 2,661.00	$ 9,840.00	$ 7,380.00	$ 8,810.81	$ 22,198.81	$ 18,851.81
Year 2	$ -	$ -	$ 9,840.00	$ 7,380.00	$ -	$ 9,840.00	$ 7,380.00
Year 3	$ -	$ -	$ 9,840.00	$ 7,380.00	$ -	$ 9,840.00	$ 7,380.00
Year 4	$ -	$ -	$ 9,840.00	$ 7,380.00	$ -	$ 9,840.00	$ 7,380.00
Year 5	$ -	$ -	$ 9,840.00	$ 7,380.00	$ -	$ 9,840.00	$ 7,380.00

	Extended Motorola List Price	Extended Motorola Discounted Price
Grand Total (USD):	$ 61,558.81	$ 48,371.81

This Quotation is subject to Motorola Solutions Commercial Terms and Conditions which will be provided by your Motorola Solutions representative.
They can access the latest version of the terms and conditions (Software Subscription Agreement) for you to sign here.

Date: _____ PO #: _____

CRSD: _____ Ship Early/Ship Partial? _____

Name: _____ Signature: _____

DEMS Workbook 2.0

QUOTE-2490211

MOTOROLA SOLUTIONS







ST HELENA POLICE DEPT, CITY OF

APX4000 RSM Only

01/17/2024

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MOTOROLA SOLUTIONS

QUOTE-2490211
APX4000 RSM Only

Billing Address:
ST HELENA POLICE DEPT, CITY OF
1480 MAIN ST
SAINT HELENA, CA 94574
US

Shipping Address:
ST HELENA POLICE DEPT, CITY OF
1480 MAIN ST
SAINT HELENA, CA 94574
US

Quote Date:01/17/2024
Expiration Date:04/16/2024
Quote Created By:
Ronald Taylor
Ronald.Taylor1@motorolasolutions.com

End Customer:
ST HELENA POLICE DEPT, CITY OF
Justin Tharp
jtharp@cityofsthelena.org
(707) 967-2856

Contract: 17724 - HGAC (TX)-RA05-21
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	15	$142.56	25.0%	$106.92	$1,603.80

Subtotal	$1,603.80
Estimated Tax	$132.31
Grand Total	$1,736.11(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	February 27, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Consideration and Proposed Approval of a Resolution Authorizing a Lease Agreement Assignment and Estoppel by and between Pacific Union College and the City of St. Helena (Lessor), Gallo Vineyards, Inc. (Lessee) and Precision Vineyards LLC.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Lease assignment of property held jointly with Pacific Union College as part of the Tweed Trust.
FINANCIAL IMPACT:	None.

BACKGROUND:

The California Wine Company entered into a lease (Lease) with Darrel Frederick Hopman on or about May 1, 1995. Following the death of Mr. Hopman in 2003, the leasehold property was transferred to Dorothy L. Tweed. Following the death of Ms. Tweed in 2004, on June 14, 2006 the leasehold property was transferred by grant deed from the Dorothy L. Tweed 2000 Revocable Trust to Pacific Union College (PUC) and to the City of St. Helena (held jointly).

On May 9, 2007, California Wine Company assigned all of its right, title and interest in, to and under the Lease to Gallo Vineyards, Inc.

DISCUSSION:

On December 6, 2023, an attorney for E. & J. Gallo Winery ("Gallo") reached out to both the City of St. Helena and PUC stating that Gallo has agreed to assign its interest in the Lease to Precision Vineyards LLC ("Precision") and requested Pacific Union College (PUC) and the City consent to the assignment of the Lease.

The Lease may be assigned by Gallo with prior written consent by the City and PUC, which shall not be unreasonably withheld pursuant to Section 6 of the Lease. The assignment to Precision does not change the terms of the Lease, except for substituting Precision in place of Gallo as the new lessee.

Precision is a subsidiary of Jean Claude Boisset Wines U.S.A., Inc., and is capable of meeting the tenant obligations under the Lease.

Staff recommends City Council approve assignment of the Lease to Precision. The Lease Agreement Assignment and Estoppel is provided as Attachment 1.

ENVIRONMENTAL REVIEW: N/A

DOCUMENTS ATTACHMENTS:

Attachment 1 - Hopman Lease Agreement Assignment
Resolution

LEASE AGREEMENT
ASSIGNMENT AND ESTOPPEL

This Lease Agreement Assignment and Estoppel (this **"Assignment"**) is entered into as of February 15, 2024, by and between PACIFIC UNION COLLEGE, a California non-profit religious corporation, as to an undivided fifty percent (50%) ownership interest, and THE CITY OF ST. HELENA, a municipal corporation, as to an undivided fifty percent (50%) ownership interest (together, hereafter **"Lessor"**), GALLO VINEYARDS, INC. a California corporation (hereafter **"Lessee"**) and PRECISION VINEYARDS LLC, a California limited liability company (hereafter **"Precision"**), for good and valuable consideration, subject to the following terms and conditions.

WHEREAS, The California Wine Company, a California corporation (**"California Wine Company"**) entered into a lease with Darrel Frederick Hopman (**"Hopman"**) on or about May 1, 1995, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A" (the **"Lease"**);

WHEREAS, following the death of Darrel Frederick Hopman on or about October 26, 2003, the leasehold property was transferred to Dorothy L. Tweed;

WHEREAS, Dorothy L. Tweed died on or about April 23, 2004 and on June 14, 2006 the leasehold property was transferred by grant deed from the Dorothy L. Tweed 2000 Revocable Trust to the Lessor;

WHEREAS, California Wine Company assigned all of its right, title and interest in, to and under the Lease to Lessee on or about May 9, 2007;

WHEREAS, on September 30, 2022 (the "**Effective Date**"), Precision purchased Lessee's property at 2350 Lower Chiles Valley Road and agreed to become the assignee of all of Lessee's right, title and interest and obligations under the terms of the Lease in accordance with the terms thereof and subject to obtaining Lessor's prior written consent;

WHEREAS, Precision wishes to be assured that the Lease is in full force and effect and that no breaches have occurred or are threatened thereunder; and

WHEREAS, the Lease may be assigned by Lessee with Lessor's prior written consent, which shall not be unreasonably withheld, pursuant to Section 6 of the Lease.

NOW, THEREFORE, the parties do agree as follows:

1. Lessee hereby assigns to Precision all of Lessee's right, title and interest under the Lease, which assignment shall be effective as of the Effective Date, and subject to the Lease.

2. Precision agrees to assume all the obligations of Lessee under the Lease from and after the Effective Date.

3. Lessor accepts and agrees to this assignment of the Lease from Lessee to Precision and agrees, as of the Effective Date.

4. Each of Lessor and Lessee agrees and represents to Precision and to each other that as of the date this Assignment is executed, the Lease is in full force and effect, binding and

benefiting the Lessor and Lessee according to its terms, that to its knowledge no breaches by either party currently exist, have occurred or are threatened under the Lease, neither Lessee nor Lessor has any claim for breach against the other under the Lease and all payments and other obligations of Lessee under the Lease to date have been duly made or performed.

5. This Assignment does not change the terms of the Lease, except for substituting Precision in place of Lessee as the new lessee thereunder.

6. The parties will sign the memorandum of this Assignment attached hereto as Exhibit "B" which is incorporated herein by this reference which Precision may record in Napa County subject to and upon the occurrence of the Closing.

7. This Assignment may be executed in one or more counterparts. A copy of this Assignment with original signatures appended shall constitute an original.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

Lessor:

Pacific Union College,
a California non-profit religious corporation

By: _____
Name: _____
Its: _____

Lessor:

City of St. Helena,
a municipal corporation

By: _____
Name: _____
Its: _____

Lessee:

Gallo Vineyards, Inc., a California corporation

By: _____
Name: Jim Collins
Its: Vice President Vineyard Management

Precision:

Precision Vineyards LLC,
a California limited liability company

By: _____
Name: Trevor Sheehan
Its: Principal Member

Jean Claude Boisset Wines U.S.A., Inc.,
Managing Member of Precision

By: _____
Name: Lisa Heisinger
Title: CEO

Exhibit A
to
Lease Agreement
Assignment And Estoppel

COPY OF LEASE

(Attached).

ASSIGNMENT OF LEASE AGREEMENT AND ESTOPPEL

This Assignment of Lease Agreement and Estoppel ("Assignment") is entered into this 9th day of May, 2007, at Napa, California, by and between PACIFIC UNION COLLEGE, a California non-profit religious corporation, as to an undivided fifty percent (50%) ownership interest, and THE CITY OF ST. HELENA, a municipal corporation, as to an undivided fifty percent (50%) ownership interest (together, hereafter "Lessor"), THE CALIFORNIA WINE COMPANY, a California Corporation (hereafter "Lessee") and GALLO VINEYARDS, INC., a California Corporation (hereafter "Gallo"), for good and valuable consideration, subject to the following terms and conditions.

WHEREAS, Lessee entered into a lease with Darrel Frederick Hopman ("Hopman") on or about May 1, 1995, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A" ("the Lease"); and,

WHEREAS, following the death of Darrel Frederick Hopman on or about October 26, 2003, the leasehold property was transferred to Dorothy L. Tweed; and,

WHEREAS, Dorothy L. Tweed died on or about April 23, 2004 and on June 14, 2006 the leasehold property was transferred by grant deed from the Dorothy L. Tweed 2000 Revocable Trust to the Lessor; and,

WHEREAS, Gallo has entered into a Purchase and Sale and Assignment and Assumption Agreement with Lessee dated April 30, 2007, whereby Gallo intends to purchase Lessee's property at 2350 Lower Chiles Valley Road and to become the assignee of all of Lessee's right, title and interest and obligations under the terms of the Lease ("the purchase transaction"); and,

WHEREAS, Gallo wishes to be assured that the Lease is in full force and effect and that no breaches have occurred or are threatened thereunder; and,

WHEREAS, the Lease may be assigned by Lessee with Lessor's prior written consent, which shall not be unreasonably withheld, pursuant to section 6 of the Lease.

NOW, THEREFORE, the parties do agree as follows:

1. Lessee hereby assigns to Gallo all of Lessee's right, title and interest under the lease, which assignment shall be effective as of the close of escrow in the purchase transaction ("Close of Escrow"), scheduled for on or before May 30, 2007, and subject thereto.

2. Gallo, subject to close of the purchase transaction as referenced above, agrees to assume all the obligations of Lessee under the Lease from the Close of Escrow.

3. Lessor accepts and agrees to this assignment of the Lease from Lessee to Gallo.

4. Each of Lessor and Lessee agrees and represents to Gallo and to each other that as of the date this Assignment is executed, the Lease is in full force and effect, binding and benefiting the Lessor and Lessee according to its terms, that to its knowledge no breaches by either party currently exist, have occurred or are threatened under the Lease, neither Lessee nor Lessor has any claim for breach against the other under the Lease and all payments and other obligations of Lessee under the Lease to date have been duly made or performed.

5. This Assignment does not change the terms of the Lease, except for substituting Gallo in place of Lessee as the new lessee thereunder.

6. The parties will sign the memorandum of this lease assignment attached hereto as Exhibit "B" which Gallo may record in Napa County subject to and at the close of the purchase transaction.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first written above.

LESSOR:

Pacific Union College,
a California non-profit religious corporation

By John Collins

Its: Treasurer

LESSOR:

City of St. Helena,
a municipal corporation

By [signature]

Its: CITY MANAGER

LESSEE:

The California Wine Company

By [signature]

Paul D. Croft
President

Gallo Vineyards

By Richard M. Beal 5/25/07

~~Mr. Robert Gallo~~
~~President~~
Richard M. Beal
Vice President & Sec'y

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On May 9, 2007, before me, Debra S. Stewart, a Notary Public in and for the State of California, personally appeared John Collins, personally known to me (or 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/~~she~~) executed the same in (his/~~her~~) authorized capacity(ies), and that by (his/~~her~~) 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.

Debra S. Stewart
Notary's Signature

DEBRA S. STEWART
Commission # 1525565
Notary Public - California
Napa County
My Comm. Expires Dec 6, 2008

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On May 23, 2007, before me, Karen J Scalabrini, a Notary Public in and for the State of California, personally appeared Bert Johansson, personally known to me (or 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/she) executed the same in (his/her) authorized capacity(ies), and that by (his/her) 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.

Karen J. Scalabrini
Notary's Signature

KAREN J. SCALABRINI
Commission # 1630842
Notary Public - California
Napa - Sonoma County
My Comm. Expires Dec 17, 2009

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On 5/29/07, before me, L. Tschida, a Notary Public in and for the State of California, personally appeared PAUL D. CROFT, personally known to me (or 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(ies), 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.

L. TSCHIDA
Commission # 1424713
Notary Public - California
Napa County
My Comm. Expires Jun 15, 2007

Notary's Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On _____, before me, _____, a Notary Public in and for the State of California, personally appeared ROBERT GALLO, personally known to me (or 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(ies), 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.

Notary's Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of STANISLAUS

On 5-25-07 (Date) before me, C. Cervantes (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Richard M. Beal (Name(s) of Signer(s)),

☒ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

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

WITNESS my hand and official seal.

C. CERVANTES
Commission # 1450551
Notary Public - California
Stanislaus County
My Comm. Expires Nov 11, 2007

Place Notary Seal Above

Signature C. Cervantes (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 v609 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT "A"

LEASE

THIS LEASE made this first day of May, 1995 between Darrel Frederick Hopman, herein called Lessor, and The California Wine Company, Inc., a California Corporation, herein called lessee,

WITNESSETH:

Lessor leases to Lessee, and Lessee takes from Lessor, the lands hereinafter described and upon the terms and conditions hereinafter set forth for a term of thirty-four (34) years and seven (7) months commencing May 1, 1995 and ending November 30, 2029.

1. **Description of Leased Premises**. The leased premises are that certain Seventy-eight (78) acres, more or less, in Napa County, California and which is more particularly delineated in EXHIBIT "A" attached.

2. **Rent**. Lessee shall pay to Lessors rent in the amount of Seven Hundred Dollars ($700.00) per acre of leased premises per year, payable in equal semiannual installments, in advance, on July 1 and December 31 each year.

On each July 1 of every fifth year of this Lease the annual rental shall be adjusted so that the rent for the ensuing five (5) years shall be the same percentage greater than the first five years rental as the percentage by which the Consumer Price Index for the San Francisco Area of the U.S. Department of Labor, Bureau of Labor Statistics (or similar index selected by the mutual agreement of the parties) on each fifth year July 1 is greater than said index on July 1, 1995. It is understood that on this basis the annual rental may be increased or decreased depending upon the change in index but that in no event shall the rental be less than for the first five (5) years.

For example:

Date	Index	Rent
July 1, 1995	100	$700.00
July 1, 2000	120	$840.00
July 1, 2005	110	$770.00
July 1, 2010	90	$700.00

3. **Purpose**. Lessee shall not use or occupy the leased premises for any purpose other than the planting, maintenance and operation of a wine grape vineyard without Lessors' prior written consent.

4. Lessee has previously planted a varietal wine grape vineyard on the plantable area of this property which lessee shall continue to maintain and operate according to the best course of husbandry practiced in Napa County. Lessee, as determined necessary solely by lessee, may replant portions of the vineyard from time to time at lessee's sole expense. Lessee shall pay all planting costs including land preparation, layout and mark stakes, setting stakes, digging holes, root stocks, planting vines, bud wood, bud and cover, irrigation and frost control system and permanent fencing. Said fencing may surround lessee's adjoining Nichelini and Gilson leased premises and the within leased premises as one unit, and each separate leased premise need not be separately fenced. Lessee may construct such improvements (including drainage facilities, irrigation facilities, water wells and water reservoirs) as are reasonably necessary for operation of the vineyard.

All improvements planted, constructed or installed on the leased premises shall be owned by lessee until the termination of the lease. Lessee shall not

remove any such improvements nor waste, destroy or modify any of said improvement except as permitted by lessors and except as required to operate in the best course of husbandry.

All improvements at the expiration of the term or the sooner termination of this lease shall, without compensation to lessee, then become lessors' property.

5. **Revenue and Expenses**. Lessee shall receive all revenues and bear all expenses of the operation of the leased premises. Lessee shall pay all property taxes on the land and improvements of the leased premises before they become delinquent and furnish Lessors copies of receipted bills; including any increases during the lease term provided that lessee shall not be responsible and lessor shall pay any increases in the property taxes which result from any reassessment of the property due to the sale or other transfer of title. The Parties shall cause the County Assessor to assess separately the leased premises.

6. **Assignment**. Lessee shall not assign or sublet this lease without Lessors' prior written consent, which shall not be unreasonably withheld.

7. **Default**. As a precondition of pursuing any remedy for an alleged default by Lessee, Lessors shall give notice of default to Lessee. For the cure of any default, Lessee shall promptly and diligently after the notice commence curing the default and shall have thirty (30) days after notice is given to complete the cure plus any additional period that is reasonably required for the curing of the default.

If any default by Lessee shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of this Lease, Lessors have all the remedies provided by law or equity including the right of reentry, to which Lessors may resort cumulatively or in the alternative.

8. **Attorney Fees on Default**. In any action or proceeding by either party to enforce this Lease or any provision thereof, the prevailing party shall be entitled to all costs incurred and to reasonable attorney fees.

9. **Recordation**. A short-form memorandum of this Lease shall be signed by the parties, acknowledged and recorded.

10. **Condemnation**. The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

(a) Notice of intended taking;
(b) Service of any legal process relating to condemnation of the premises or improvements;
(c) Notice in connection with any proceedings or negotiations with respect to such a condemnation; or
(d) Notice of intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of condemnation.

Lessors and Lessee shall each have the right to represent their or its respective interests in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of their or its claim. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of Lessors and Lessee. The rights and obligations of Lessors and Lessee with respect to a condemnation proceeding shall be as provided by the applicable law at the time of the execution of this Lease.

11. **Notice**. All notices must be in writing and either delivered in person to the recipient or given by registered mail return receipt requested - addressee only, the following addresses (or any address substituted by notice):

Darrel Frederick Hopman
1677 Skellenger Lane
Napa, California 94558
Lessors

The California Wine Company, Inc.
155 Cherry Creek Road
Cloverdale, CA 95425
Lessee

12. **Mechanics' Liens**. Lessee shall keep the premises from any liens arising out of any work performed for or material furnished to Lessee in the development of the vineyard and other improvements on the leased premises.

13. **Sale by Lessors**. Lessors have the right to sell the property leased herein, but only subject to this Lease and to Lessee's rights thereunder. In the event that Lessors do determine to sell the said property Lessee shall have a continuing first option to purchase the same during the entire term of this Lease as follows: Lessors shall give notice to lessee of the price and terms that are acceptable to Lessors. Lessee shall have twenty days within which to accept the offer to sell. If Lessee fails to accept said offer, Lessors may sell said property during the following one year period to any other person at the same price and on the same terms or at a higher price and terms more favorable to the Lessors. If Lessors fail to sell said property within said one year period, the Lessee's first option shall continue as hereinabove set forth.

If at any time Lessors shall determine to set at a lower price and or terms more favorable to a purchaser than offered to Lessee, then Lessors shall give Lessee like notice of lower price and/or more favorable terms acceptable to Lessors and Lessee shall have twenty (20) days within which to accept the offer to sell. If Lessee fails to accept said offer Lessors may sell said property during the following one year period to any other person at the same price and on the same terms or at a higher price and terms more favorable to the Lessors. If Lessors fail to sell said property within said one year period, then Lessee's first option shall continue as hereinabove set forth.

14. **Water**. Lessee has constructed a water reservoir for irrigation and frost protection purposes upon the leased premises and Lessee shall have the exclusive use of the water in said reservoir. With respect to the water other than that flowing into and stored in said reservoir Lessee shall have the nonexclusive right to use of water for irrigation and frost protection purposes provided it does not interfere with Lessors' use of said water for agricultural purposes during the period June 1 to December 31 each year. It shall be Lessee's responsibility to acquire whatever water rights or permits are needed from any public agency, but Lessors will sign all required applications therefore. All water rights and permits appurtenant to the leased premises shall, at the termination of this Lease, without compensation to Lessee, then become Lessors' property.

15. **Oak Trees Along Creek**. Lessee shall not remove any trees along the creek adjoining the leased premises without Lessor prior written consent, the removal of which would cause soil erosion. Lessors shall not unreasonably withhold consent.

16. **Successors**. This Lease shall be binding upon the heirs, successors and permitted assigns of the parties.

17. **Encumbrances**. Lessee shall have the right at any time and from time to time to subject the leasehold estate and any or all improvements to one or more mortgages (including deeds of trust) as security for a loan or loans or other obligations of Lessee. The mortgagee shall have the right to take an assignment in lieu of foreclosure whether or not permitted by the note or mortgage.

The mortgagee shall also have the right, in the event of foreclosure or assignment in lieu of foreclosure, to assign the Lease upon obtaining Lessors' written consent which shall not be unreasonably withheld. The assignee shall assume the obligations of this Lease and the mortgagee shall be released from further liability under this Lease upon said assignment and assumption being filed for record. Lessee shall give Lessors notice of assignment in the same manner as provided in Paragraph 6.

Lessors warrant that the leased premises are not encumbered at the commencement of the term of this Lease.

After the commencement of the term of this Lease Lessors may encumber the fee title, but such encumbrance shall not affect the rights of Lessee under this Lease, including the above mentioned right to any time and from time to time subject the leasehold estate and any or all improvements to one or more mortgages as security for a loan or loans or other obligation of Lessee.

IN WITNESS WHEREOF the parties have hereunto affixed their signature the day and year first above written.

Darrel F. Hopman 4/27/9

Darrel F. Hopman LESSOR Date

The California Wine Company, Inc. LESSEE Date

EXHIBIT "A"

PARCEL C-I:

All that portion of Parcel One contained in the deed to Darrell Federick Hopman recorded October 1, 1940 and filed in Book 152 at page 455 of Official Records in the office of the Napa County Recorder, Napa County, California, described as follows:

Beginning at the intersection of a fence line and the Northwest line of sa Parcel One from which the West corner of said Parcel One bears South 53° 0 56" West 384.00 feet; thence along said Northwest line of parcel One North 53° 06' 56" East 3296.28 feet to the angle point of a fence line; thence along said fence line as follows:

South 9° 40' 07" East 93.00 feet, South 58° 04' 26" West 81.42 feet, South 38° 13' 30" East 105.00 feet, South 59° 45' 14" East 132.05 feet, South 4° 53' 42" East 149.06 feet, South 46° 50' 04" West 150.41 feet, South 18° 1 46" East 122.32 feet, North 89° 54' 49" West 127.00 feet, South 45° 49' 33 West 147.23 feet, South 6° 00' 46" West 57.48 feet, South 45° 58' 28" West 167.18 feet, South 19° 20' 24" West 50.88 feet, South 43° 20' 11" East 33. feet, South 83° 18' 03" East 196.30 feet, and South 6° 07' 47" East 40.85 feet to the Southerly line of cultivation and the Northerly drip line of trees; thence along said cultivation line and drip line as follows:

South 68° 52' 52" West 420.34 feet, South 17° 00' 03" West 195.82 feet, North 81° 08' 47" West 247.28 feet, South 36° 11' 48" West 94.05 feet, Nor 77° 56' 33" West 323.25 feet, South 69° 42' 49" West 131.65 feet, North 80 25' 09" West 177.92 feet, South 78° 36' 33" West 493.46 feet, South 26° 34 43" West 177.66 feet, South 3° 15' 34" East 294.84 feet, North 89° 10' 51" West 125.64 feet, South 59° 45' 23" West 275.94 feet, and South 50° 53' 47 West 201.00 feet to a fence line; thence along said fence line as follows:

North 49° 45' 22" West 150.80 feet, North 1° 21' 09" East 119.03 feet, and North 41° 13' 47" West 10.57 feet to the point of beginning.

PARCEL C - II

All that portion of Parcel One contained in the deed to Darrell Frederick Hopman recorded October 1, 1940 and filed in Book 152 at page 455 of Official Records in the office of the Napa County Recorder, Napa County, California, described as follows:

Lease (Short form)

THIS LEASE is made as of the first day of May, 1995, between Darrel F. Hopman ("Lessor"), and The California Wine Company, Inc., a California corporation ("Lessee"), covering the property (the "Premises") described in Exhibit A, which is attached hereto and incorporated herein by reference. Lessor has leased, and Lessee has hired from Lessor, the Premises for a term which began on the first day of May, 1995 , and will end on the last day of November, 2029, upon the terms and conditions set forth in the long form of this Lease dated the first day of March, 1995, a memorandum of said lease being recorded ----------, in Book ----- at Page ---------, Official Records, Napa County, California, which is hereby referred to for further particulars. The short form and long form of the Lease are hereinafter called "this Lease". Among the provisions of the long form of this Lease are the following:

1. Right of First Refusal. Lessor has granted Lessee the right of first refusal to purchase the Premises if Lessor determines to sell the Premises during the term of this Lease.

2. Encumbrances. Lessee has the right, at any time and from time to time during the term of this Lease, to subject the Premises and Lessee's leasehold estate therein and any and all improvements thereon to one or more mortgages (including deeds of trust) as security for a loan or loans or other obligations of Lessee, so long as said encumbrances will not affect Lessor's rights under the Lease. Lessor may encumber Lessor's fee title to the Premises provided such encumbrances shall not affect Lessee's rights under the Lease, including Lessee's right, as aforesaid, to subject the Premises to encumbrances to secure obligations of Lessee.

LESSOR: Darrel F Hopman

Darrel F. Hopman

LESSEE: _____

The California Wine Company, Inc.

EXHIBIT "A"

PARCEL C-I:

All that portion of Parcel One contained in the deed to Darrell Federick Hopman recorded October 1, 1940 and filed in Book 152 at page 455 of Official Records in the office of the Napa County Recorder, Napa County, California, described as follows:

Beginning at the intersection of a fence line and the Northwest line of said Parcel One from which the West corner of said Parcel One bears South 53° 06' 56" West 384.00 feet; thence along said Northwest line of parcel One North 53° 06' 56" East 3296.28 feet to the angle point of a fence line; thence along said fence line as follows:

South 9° 40' 07" East 93.00 feet, South 58° 04' 26" West 81.42 feet, South 38° 13' 30" East 105.00 feet, South 59° 45' 14" East 132.05 feet, South 4° 53' 42" East 149.06 feet, South 46° 50' 04" West 150.41 feet, South 18° 12' 46" East 122.32 feet, North 89° 54' 49" West 127.00 feet, South 45° 49' 33" West 147.23 feet, South 6° 00' 46" West 57.48 feet, South 45° 58' 28" West 167.18 feet, South 19° 20' 24" West 50.88 feet, South 43° 20' 11" East 33.69 feet, South 83° 18' 03" East 196.30 feet, and South 6° 07' 47" East 40.85 feet to the Southerly line of cultivation and the Northerly drip line of trees; thence along said cultivation line and drip line as follows:

South 68° 52' 52" West 420.34 feet, South 17° 00' 03" West 195.82 feet, North 81° 08' 47" West 247.28 feet, South 36° 11' 48" West 94.05 feet, North 77° 56' 33" West 323.25 feet, South 69° 42' 49" West 131.65 feet, North 80° 25' 09" West 177.92 feet, South 78° 36' 33" West 493.46 feet, South 26° 34' 43" West 177.66 feet, South 3° 15' 34" East 294.84 feet, North 89° 10' 51" West 125.64 feet, South 59° 45' 23" West 275.94 feet, and South 50° 53' 47" West 201.00 feet to a fence line; thence along said fence line as follows:

North 49° 45' 22" West 150.80 feet, North 1° 21' 09" East 119.03 feet, and North 41° 13' 47" West 10.57 feet to the point of beginning.

PARCEL C - II

All that portion of Parcel One contained in the deed to Darrell Frederick Hopman recorded October 1, 1940 and filed in Book 152 at page 455 of Official Records in the office of the Napa County Recorder, Napa County, California, described as follows:

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Gallo Vineyards, Inc.
600 Yosemite Boulevard
Modesto, CA 95353
Attn: Mr. Robert Gallo

With a copy to :
Timothy A. Byrd
600 Yosemite Boulevard
Modesto, CA 95353

MEMORANDUM OF LEASE ASSIGNMENT

That certain Lease dated May 1, 1995 (the "Lease") by and between Darrel Frederick Hopman, as Lessor, and The California Wine Company, a California corporation, as Lessee, which Lease had been assigned by Darrel Frederick Hopman, following his death, to Dorothy L. Tweed, and following her death, the Dorothy L. Tweed 2000 Revocable Trust assigned the Lease to the Pacific Union College, a California non-profit religious corporation, as to an undivided fifty percent (50%) ownership interest, and The City of St. Helena, a municipal corporation, as to an undivided fifty percent (50%) ownership interest (together, the "Lessor"), for the leased premises containing seventy-one (71) acres, more or less, in Napa County, which leased premises are more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference, has been assigned as of May 9, 2007, to Gallo Vineyards, Inc., a California corporation, as Lessee by The California Wine Company and Gallo Vineyards, Inc. has assumed the obligations and succeeded to all right, title and interest of the Lessee thereunder from that date forward.

The term of the Lease expires on November 30, 2029.

The Lease provides that should Lessor elect and wish to sell the leased premises to a third party, the Lessee has a continuing first option to purchase the leased premises, as is set forth in greater detail in Section 13 of the Lease.

[signatures on following page]

The parties hereto, for good and valuable consideration, have executed this Memorandum on the dates set forth below.

Pacific Union College

By: John Collins, ~~Vice President~~ Treasurer

Dated: May 9, 2007

The City of St. Helena

By: Bert Johansson, ~~City Manager~~

Dated: MAY 23, 2007

The California Wine Company

By _____
Paul D. Croft
President

Dated: MAY 29, 2007

Gallo Vineyards, Inc.

By Richard M. Beal
~~Robert Gallo~~
~~President~~
Richard M. Beal
Vice President & Sec'y

Dated: 5/25, 2007

16350\1243193.1

Exhibit "B"

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On May 9, 2007, before me, Debra S. Stewart, a Notary Public in and for the State of California, personally appeared John Collins, personally known to me (or 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 she executed the same in her 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.

DEBRA S. STEWART
Commission # 1525565
Notary Public - California
Napa County
My Comm. Expires Dec 6, 2008

Debra S. Stewart
Notary's Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On May 23, 2007, before me, Karen J. Scalabrini, a Notary Public in and for the State of California, personally appeared Bert Johansson, personally known to me (or 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 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.

Karen J. Scalabrini
Notary's Signature

KAREN J. SCALABRINI
Commission # 1630842
Notary Public - California
Napa-Sonoma County
My Comm. Expires Dec 17, 2009

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On 5/27/07, before me, L. Tschida, a Notary Public in and for the State of California, personally appeared PAUL D. CROFT, personally known to me (or 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(ies), 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.

L. TSCHIDA
Commission # 1424713
Notary Public - California
Napa County
My Comm. Expires Jun 15, 2007

Notary's Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On _____, before me, _____, a Notary Public in and for the State of California, personally appeared ROBERT GALLO, personally known to me (or 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(ies), 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.

Notary's Signature

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of STANISLAUS

On 5-25-07 (Date) before me, C. Cervantes (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Richard M. Beal (Name(s) of Signer(s)),

☒ personally known to me

☐ (or proved to me on the basis of satisfactory evidence)

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

C. CERVANTES
Commission # 1450551
Notary Public - California
Stanislaus County
My Comm. Expires Nov 11, 2007

WITNESS my hand and official seal.

Place Notary Seal Above

Signature C. Cervantes (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2006 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 v609 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT A

Escrow Number: 96798B-002-LT

PARCEL ONE:
All that portion of Parcel One contained in the Deed to Darrell Frederick Hopman recorded October 1, 1940 in Book 152 at page 455 of Official Records of Napa County, described as follows:

BEGINNING at the intersection of a fence line and the Northwest line of said Parcel One from which the West corner of said Parcel One bears South 53° 06' 56" West 384.00 feet; thence along said Northwest line of Parcel One North 53° 06' 56" East 3296.28 feet to the angle point of a fence line; thence along said fence line as follows: South 9° 40' 07" East 93.00 feet, South 58° 04' 26" West 81.42 feet, South 38° 13' 30" East 105.00 feet, South 59° 45' 14" East 132.05 feet, South 4° 53' 42" East 149.06 feet, South 46° 50' 04" West 150.41 feet, South 18° 12' 46" East 122.32 feet, North 89° 54' 49" West 127.00 feet, South 45° 49' 33" West 147.23 feet, South 6° 00' 46" West 57.48 feet, South 45° 58' 28" West 167.18 feet, South 19° 20' 24" West 50.88 feet, South 43° 20' 11" East 33.69 feet, South 83° 18' 03" East 196.30 feet, and South 6° 07' 47" East 40.85 feet to the Southerly line of cultivation and the Northerly drip line of trees; thence along said cultivation line and drip line as follows: South 68° 52' 52" West 420.34 feet, South 17° 00' 03" West 195.82 feet, North 81° 08' 47" West 247.28 feet, South 36° 11' 48" West 94.05 feet, North 77° 56' 33" West 323.25 feet, South 69° 42' 49" West 131.65 feet, North 80° 25' 09" West 177.92 feet, South 78° 36' 33" West 493.46 feet, South 26° 34' 43" West 177.66 feet, South 3° 15' 34" East 294.84 feet, North 89° 10' 51" West 125.64 feet, South 59° 45' 23" West 275.94 feet, and South 50° 53' 47" West 201.00 feet to a fence line; thence along said fence line as follows: North 49° 45' 22" West 150.80 feet, North 1° 21' 09" East 119.03 feet, and North 41° 13' 47" West 10.57 feet to the point of beginning.

Portion of APN 025-260-025

PARCEL TWO:
All that portion of Parcel One contained in the Deed to Darrell Frederick Hopman recorded October 1, 1940 in Boook 152 at page 455 of Official Records of Napa County, described as follows:

BEGINNING at the angle point of a fence line from which the West corner of said Parcel One bears North 36° 53' 04" West 149.54 feet and South 53° 06' 56" West 1163.82 feet; thence along said fence line as follows: North 72° 53' 18" East 90.55 feet, North 42° 25' 11" East 136.93 feet, South 88° 20' 58" East 127.35 feet, North 79° 43' 04" East 198.86 feet, South 86° 28' 15" East 413.15 feet, and South 67° 36' 11" East 214.11 feet to the Northwest side of a reservoir; thence along said side of reservoir as follows: North 43° 52' 53" East 159.62 feet, South 57° 05' 33" East 102.01 feet, South 81° 37' 19" East 122.50 feet and South 9° 37' 08" East 195.00 feet to a fence line; thence along said fence line as follows: North 43° 30' 43" East 49.99 feet, North 73° 26' 42" East 74.00 feet, South 76° 49' 36" East 47.35 feet, South 57° 16' 23" East 38.73 feet, South 84° 51' 49" East 86.70 feet, North 47° 28' 21" East 39.93 feet, North 21° 33' 46" East 44.52 feet, North 64° 23' 48" East 37.65 feet, South 81° 15' 59" East 188.72 feet, South 24° 15' 06" East 44.79 feet, South 3° 05' 50" West 133.60 feet, South 25° 28' 46" East 120.77 feet, South 51° 08' 04" East 45.80 feet, North 67° 21' 42" East 189.07 feet, South 16° 17' 55" East 88.08 feet, South 67° 35' 33" East 181.36 feet, South 83° 47' 22" East 115.20 feet, South 53° 07 37" West 1211.05 feet, South 68° 49' 41" West 54.70 feet, North 68° 37' 44" West 961.91 feet, North 46° 33' 43" West 108.69 feet, North 64° 11' 26" West 144.32 feet, North 44° 00' 55" West 56.20 feet, North 64° 23' 24" West 167.20 feet, North 52° 38' 31" West 208.62 feet, South 86° 36' 03" West 76.00 feet, North 12° 26' 49" East 144.50 feet, North 10° 21' 31" West 127.75 feet, North 18° 43' 06" East 119.27 feet, and North 43° 32' 17" West 101.12 feet to the beginning.

Portion of APN 025-260-025

Exhibit B
to
Lease Agreement
Assignment And Estoppel

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

_____
_____
_____
Attn: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

MEMORANDUM OF LEASE ASSIGNMENT

This Memorandum of Lease Assignment (**"Memorandum"**) is made and entered into as of _____, ___, 2024, by and between Pacific Union College, a California non-profit religious corporation and The City of St. Helena, a municipal corporation (collectively **"Lessor"**) and Precision Vineyards LLC, a California limited liability company (**"Lessee"**).

RECITALS

A. Darrel Frederick Hopman, as lessor, and The California Wine Company, a California corporation (**"California Wine Company"**), as lessee, entered into that certain Lease on or about May 1, 1995 (the **"Original Lease"**) for the leased premises containing seventy-eight (78) acres, more or less, in Napa County, which leased premises are more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference (the **"Premises"**).

B. Following the death of Darrel Frederick Hopman title to the Premises was transferred to Dorothy L. Tweed. Following the death of Dorothy L. Tweed title to the Premises was transferred by Dorothy L. Tweed 2000 Revocable Trust to Lessor.

C. On or about May 29, 2007, the California Wine Company assigned all of its right, title and interest as lessee under the Original Lease to Gallo Vineyards, Inc., a California corporation (**"Gallo"**) pursuant to the terms of that certain Assignment of Lease Agreement and Estoppel (the **"Gallo Assignment"**).

D. Effective on or about September 30, 2022, Gallo agreed to assign all of its right, title and interest as lessee under the Original Lease to Lessee pursuant to and in accordance with the terms of that certain Lease Agreement Assignment and Estoppel (the **"Precision Assignment"**). The Original Lease as modified by the Precision Assignment is referenced herein as the **"Lease."**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Interpretation. The purpose of this Memorandum is to give notice of the existence of the Lease and the need for all interested parties to inquire further about the terms and conditions of the Lease. The Lease is incorporated in this Memorandum by reference as if set forth in full herein. If there is any inconsistency between any provisions of this Memorandum and any provisions of the Lease, the provisions of the Lease shall control.

2. Lease Term. The term of the Lease expires on November 30, 2029.

3. Option to Purchase. The Lease provides that should Lessor elect and wish to sell the leased premises to a third party, the Lessee has a continuing first option to purchase the leased premises, as is set forth in greater detail in Section 13 of the Lease.

4. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The parties hereto, for good and valuable consideration, have executed this Memorandum on the dates set forth below.

Lessor:

Pacific Union College,
a California non-profit religious corporation

By: EXHIBIT – DO NOT SIGN
Name: _____
Its: _____

Lessor:

City of St. Helena,
a municipal corporation

By: EXHIBIT – DO NOT SIGN
Name: _____
Its: _____

Lessee:

Precision Vineyards LLC,
a California limited liability company

By: EXHIBIT – DO NOT SIGN
Name: _____
Its: _____

Jean Claude Boisset Wines U.S.A., Inc.,
Managing Member of Lessee

By: EXHIBIT – DO NOT SIGN
Name: _____
Title: _____

Exhibit B

Exhibit 1
To
Memorandum of Lease Assignment

Legal Description of Premises

All that portion of Parcel One contained in the deed to Darrell Federick Hopman recorded October 1, 1940 and filed in Book 152 at page 455 of Official Records in the office of the Napa County Recorder, Napa County, California, described as follows:

Beginning at the intersection of a fence line and the Northwest line of sa: Parcel One from which the West corner of said Parcel One bears South 53° 0 56" West 384.00 feet; thence along said Northwest line of parcel One North 53° 06' 56" East 3296.28 feet to the angle point of a fence line; thence along said fence line as follows:

South 9° 40' 07" East 93.00 feet, South 58° 04' 26" West 81.42 feet, South 38° 13' 30" East 105.00 feet, South 59° 45' 14" East 132.05 feet, South 4° 53' 42" East 149.06 feet, South 46° 50' 04" West 150.41 feet, South 18° 1: 46" East 122.32 feet, North 89° 54' 49" West 127.00 feet, South 45° 49' 33 West 147.23 feet, South 6° 00' 46" West 57.48 feet, South 45° 58' 28" West 167.18 feet, South 19° 20' 24" West 50.88 feet, South 43° 20' 11" East 33.(feet, South 83° 18' 03" East 196.30 feet, and South 6° 07' 47" East 40.85 feet to the Southerly line of cultivation and the Northerly drip line of trees; thence along said cultivation line and drip line as follows:

South 68° 52' 52" West 420.34 feet, South 17° 00' 03" West 195.82 feet, North 81° 08' 47" West 247.28 feet, South 36° 11' 48" West 94.05 feet, Nor 77° 56' 33" West 323.25 feet, South 69° 42' 49" West 131.65 feet, North 80 25' 09" West 177.92 feet, South 78° 36' 33" West 493.46 feet, South 26° 34 43" West 177.66 feet, South 3° 15' 34" East 294.84 feet, North 89° 10' 51" West 125.64 feet, South 59° 45' 23" West 275.94 feet, and South 50° 53' 47 West 201.00 feet to a fence line; thence along said fence line as follows:

North 49° 45' 22" West 150.80 feet, North 1° 21' 09" East 119.03 feet, and North 41° 13' 47" West 10.57 feet to the point of beginning.

PARCEL C - II

All that portion of Parcel One contained in the deed to Darrell Frederick Hopman recorded October 1, 1940 and filed in Book 152 at page 455 of Official Records in the office of the Napa County Recorder, Napa County, California, described as follows:

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORING A LEASE AGREEMENT ASSIGNMENT AND ESTOPPEL FROM GALLO VINEYARDS, INC. TO PRECISION VINEYARDS LLC.

WHEREAS, The California Wine Company, a California corporation (“California Wine Company”) entered into a lease with Darrel Frederick Hopman ("Hopman") on or about May 1, 1995, (the “Lease");

WHEREAS, following the death of Darrel Frederick Hopman on or about October 26, 2003, the leasehold property was transferred to Dorothy L. Tweed;

WHEREAS, Dorothy L. Tweed died on or about April 23, 2004 and on June 14, 2006 the leasehold property was transferred by grant deed from the Dorothy L. Tweed 2000 Revocable Trust to the Pacific Union College, as to an undivided 50% ownership interest and the City of St. Helena, as to an undivided 50% ownership (“Lessor”);

WHEREAS, California Wine Company assigned all of its right, title and interest in, to and under the Lease to Gallo Vineyards, Inc. (“Lessee”) on or about May 9, 2007;

WHEREAS, on December 6, 2023, Gallo requested the Lessor agree to the assignment of its interest in the Lease to Precision Vineyards LLC;

WHEREAS, the Lease may be assigned by Lessee with Lessor's prior written consent, which shall not be unreasonably withheld, pursuant to Section 6 of the Lease.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The City Council of the City of St. Helena hereby authorizes the assignment of the Lease from Gallo Vineyards, Inc. to Precision Vineyards LLC.

SECTION 2. The City Manager is authorized to execute the Lease Agreement Assignment and Estoppel.

Approved at a Regular Meeting of the St. Helena City Council on February 27, 2024, by the following vote:

Mayor Paul Dohring: ____

Vice Mayor Eric Hall: ____

Council Member Anna Chouteau: ____

Council Member Billy Summers: ____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 27, 2024
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	January 2024 Review and Forecasting of City Water Supply Availability.
GOAL:	Goal 3: Pursue Water Security & Sustainable Management of Water Resources
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

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

At the City Council meeting of May 9, 2023, the City Council adopted Resolution 2023-46 adopting City Council goals for FY 2023-24. Five new City Council Goals for FY 2023-24 which include Goal 1: Financial Sustainability, Goal 2: Infrastructure and Environmental Sustainability, Goal 3: Water Security, Goal 4: Community Information and Engagement, and Goal 5: Quality of Life. City Council has the responsibility of establishing broad goals and the City's leadership has the responsibility to develop a work plan to achieve them.

DISCUSSION:

In connection with City Council Goal 2, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for January 2024. The water produced for January 2024 is up by 43% when compared to January 2023 and is up by 30%

compared to the average of January 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	January 2023 (Acre-Feet)	January 2024 (Acre-Feet)
Bell Canyon	41	13.97	12.64
Stonebridge Wells	4	15.93	43.62
Napa Water	37	45.60	50.95
Total	**82**	**75.5**	**107.21**

- Percent change from January 2023: 43%
- Percent change from average of January 2018 - 2020: 30%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since July 2021. It also shows the water availability forecast through June 2024 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of February 1, 2024, Bell Canyon Reservoir elevation was at 422 feet representing approximately 2,383.69 acre feet (AF) and 100% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on February 1st in 2022, 2023, and 2024.

Year	2022	2023	2024
Bell Canyon Elevation Level	420.89 Ft.	421.77 Ft.	422 Ft.
Acre Feet	2,289.00 AF	2,366.25 AF	2,383.69 AF
Percent Capacity	96.4%	99.3%	100%

As a follow up to the May 24, 2022, City Council meeting, staff developed a graph (Attachment 3) highlighting the relationship between the reservoir elevation level and water supply availability in acre feet. The graph shows the current status of the reservoir. Furthermore, the graph also displays the points where City Council decided to declare Phase I and Phase II Water Emergencies in 2020.

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest

year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

It should be noted that on July 25, 2023, the City Council adopted Resolution No. 2023-94 to formally end the Phase I Water Emergency. The projected demand on the system versus the anticipated rainfall over the next year reflects an available supply in Bell Canyon approximately 1,895 acre-feet, significantly above the 1,481 acre-feet standard for declaration of a Phase I Water Emergency. Staff will monitor State-wide and local drought conditions, weather conditions, and provide updates on a monthly basis. The corresponding staff report provided a variety of data to reflect the disposition of the water supply at that time in relation to the Council-adopted Safe Yield Policy.

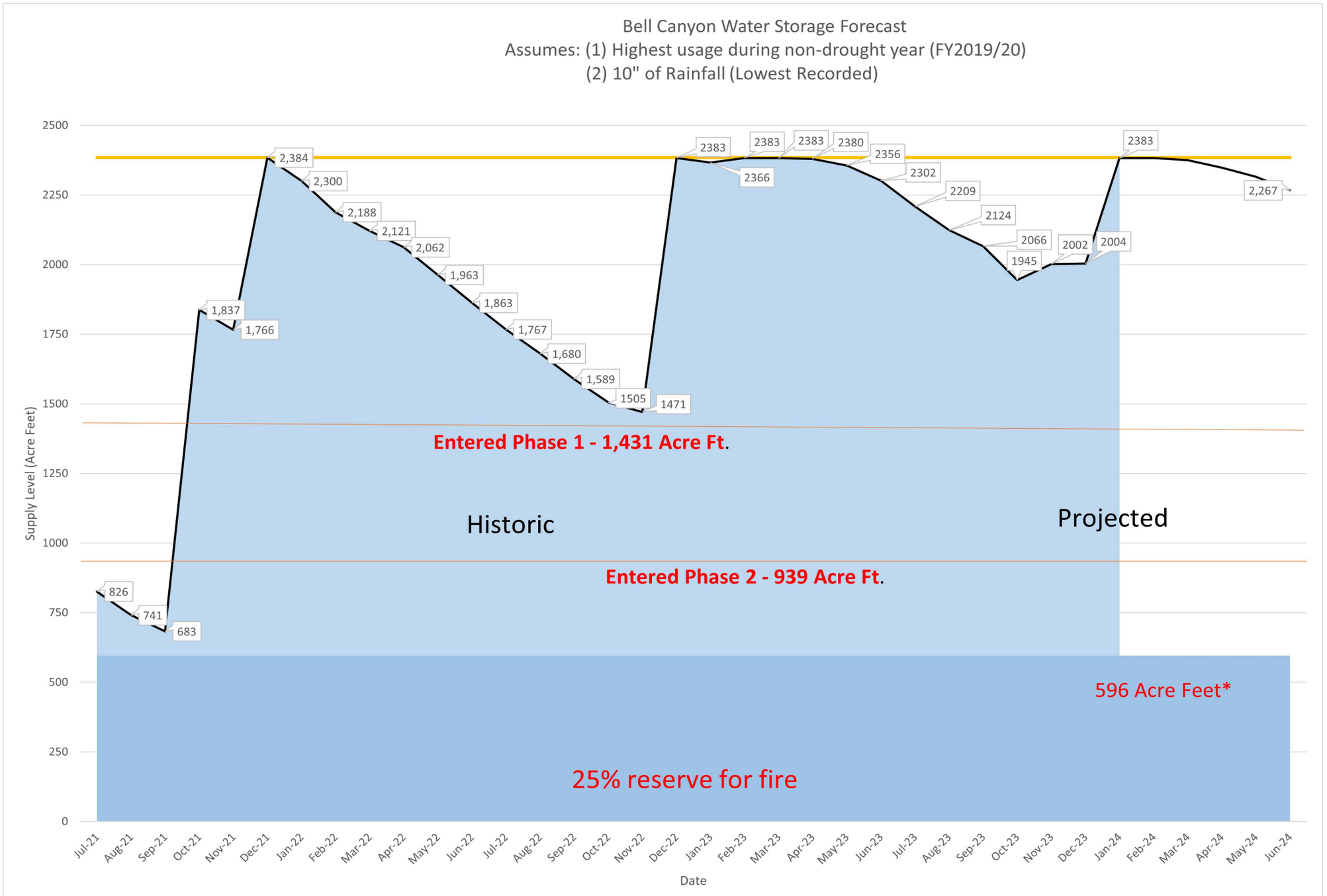
City of Napa Water Supply

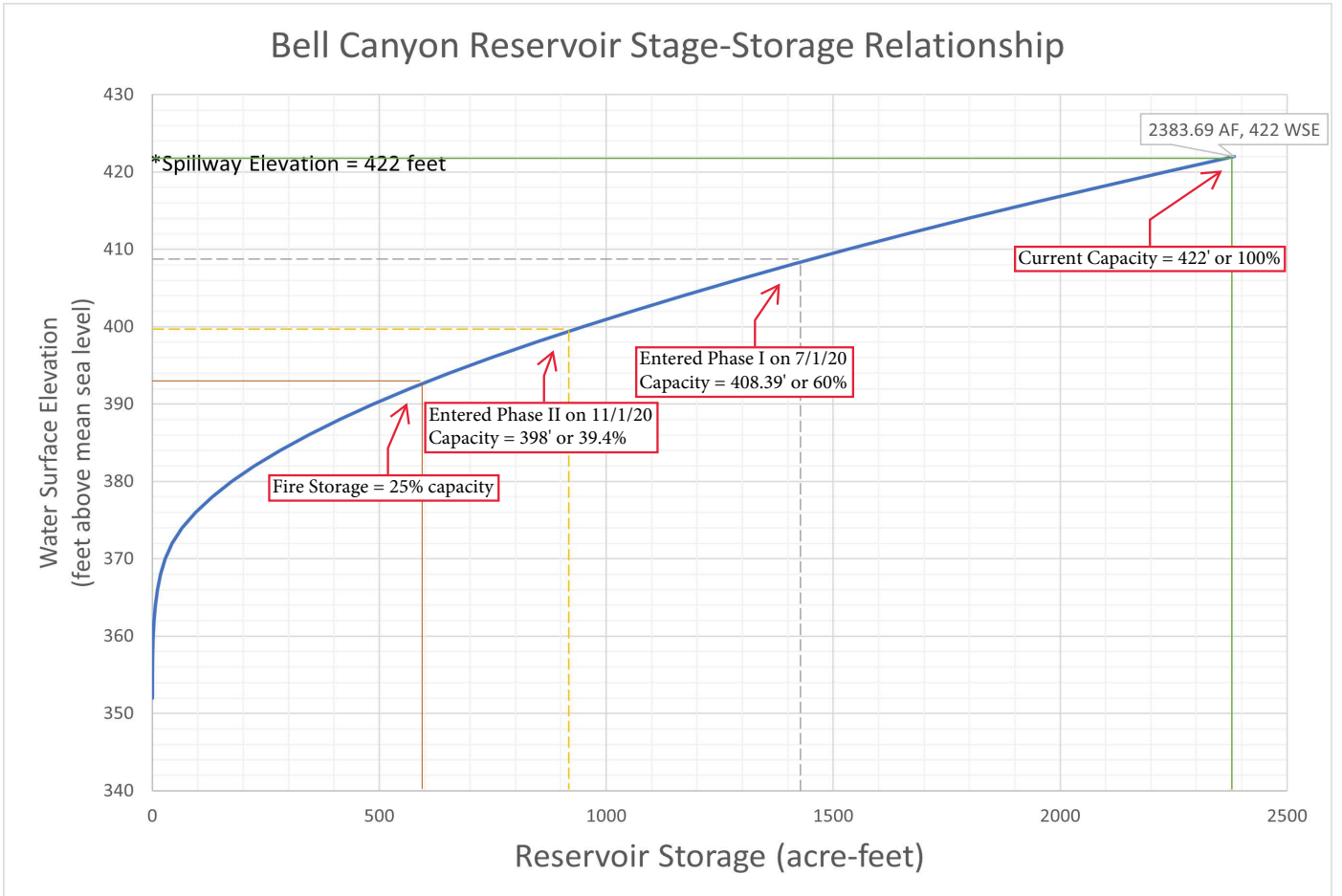
Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of January 2024, Rutherford Pump Station was producing an average of 0.53 MG/day for a total of 50.95 acre feet (AF) for the month.

ENVIRONMENTAL REVIEW: Not applicable.

DOCUMENTS ATTACHMENTS:

Attachment 2 - Bell Canyon Water Storage Forecast
Attachment 3 - Bell Canyon Reservoir Storage Phase I II
MWR January 1-31 2024


Bell Canyon Water Storage Forecast
Assumes: (1) Highest usage during non-drought year (FY2019/20)
(2) 10" of Rainfall (Lowest Recorded)
Supply Level (Acre Feet)
Date
Entered Phase 1 - 1,431 Acre Ft.
Entered Phase 2 - 939 Acre Ft.
Historic
Projected
596 Acre Feet*
25% reserve for fire
826
741
683
1,837
1,766
2,384
2,300
2,188
2,121
2,062
1,963
1,863
1,767
1,680
1,589
1505
1471
2383
2366
2383
2383
2380
2356
2302
2209
2124
2066
1945
2002
2004
2383
2,267


Bell Canyon Reservoir Stage-Storage Relationship
Water Surface Elevation (feet above mean sea level)
Reservoir Storage (acre-feet)
*Spillway Elevation = 422 feet
2383.69 AF, 422 WSE
Current Capacity = 422' or 100%
Entered Phase I on 7/1/20
Capacity = 408.39' or 60%
Entered Phase II on 11/1/20
Capacity = 398' or 39.4%
Fire Storage = 25% capacity
430
420
410
400
390
380
370
360
350
340
0
500
1000
1500
2000
2500

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC __X__ PC__X__ FILE _____
RECEIVED: _____ BY: __

January 1-31, 2024

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	12.64	43.62	0.04	50.95	-0.44
AMOUNT PRODUCED in MG	4.12	14.21	0.01	16.60	-0.14
PERCENT	**11.8%**	**40.9%**		**47.7%**	-0.4%

WATER PRODUCED ~~DELIVERY~~ (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	34.92 **MG**	24.59 **MG**
MAXIMUM DAILY PRODUCED	n/a **MG**	1.23 **MG**
MINIMUM DAILY PRODUCED	n/a **MG**	0.67 **MG**
AVERAGE DAILY PRODUCED	1.12 **MG**	0.79 **MG**

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	221.74 **AF**	25.4%	321.53 **AF**	39.6%
	72.23 **MG**		104.73 **MG**	
NAPA WATER	351.21 **AF**	40.2%	328.31 **AF**	40.4%
	114.40 **MG**		106.94 **MG**	
STONEBRIDGE POTABLE WELLS	300.44 **AF**	34.4%	161.87 **AF**	19.9%
	97.86 **MG**		52.73 **MG**	
TOTAL WATER PRODUCED ~~DELIVERY~~ (ALL)	**873.39 AF**	**100.0%**	**811.71 AF**	**100.0%**

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.01 **MG/Jan. 1 -31**	0.00 **MG/Jan. 1-31**
NAPA VALLEY COLLEGE	0.01 **MG/Jan. 1 -31**	0.00 **MG/Jan. 1-31**

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	422.00 **FT.**	421.77 **FT.**
MONTHLY RISE OR DROP	5.09 **FT.**	-0.50 **FT.**
CAPACITY AT END OF PERIOD	2383.69 **AF**	2366.25 **AF**
PERCENT OF FULL CAPACITY	100.0 **%**	99.3 **%**
RAINFALL IN THIS PERIOD	7.29 **IN**	9.82 **IN**
TOTAL RAINFALL SEASON TO DATE	14.95 **IN**	21.64 **IN**

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	35.4-75.2	30-71
AVERAGE	55.3	50

REMARKS

City of Napa Water Delivery: RPS producing an average of 0.53 MG/day during January 2024.
DISCLAIMER: The data presented in this report is approximate and for informational purposes only. Updates will be provided if any errors are identified.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	February 27, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration and Adoption of a Resolution awarding a Professional Services Agreement with Dyett and Bhatia Planning Consultants for preparation of the City's Downtown Specific Plan in an Amount Not-to-Exceed $500,000 and authorizing the City Manager to execute the agreement.
GOAL:	Goal 5: Enhance Quality of Life
RECOMMENDED ACTION:	Staff is recommending the City Council approve a resolution awarding a Professional Services Agreement with Dyett and Bhatia Planning Consultants for preparation of a Downtown Specific Plan in an Amount Not To Exceed $500,000 and authorizing the City Manager to execute the agreement.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of the Downtown Specific Plan is to adopt a unified policy, program, and implementation plan for the study area to enhance the public realm in the study area while identifying opportunity sites for revitalization.
FINANCIAL IMPACT:	The Financial Impact of $500,000 has been included in the FY 2023-24 Operating Budget and is available in account 101-45-00-00-21-11.

BACKGROUND:

A Specific Plan is an important planning tool to guide both redevelopment in the downtown study area and propose streetscape improvements/placemaking in the public realm. One of the recommendations of the ULI TAP report is that the City should prepare a Downtown Specific Plan to help further revitalize the downtown and attract further investment. Subsequently the City Council approved $500,000 in funding for a Downtown Specific Plan as part of the FY 2023-2024 budget.

This Downtown Specific Plan will set a vision and policy plan tor the proposed study area that will be rooted in a comprehensive public engagement strategy with community workshops, joint meetings of the Planning Commission and City Council, and affiliated boards and commissions such as the Parks and Recreation Commission and Active Transportation and Sustainability Committee (ATSC). The scope of work includes

meetings with a Specific Plan Steering Committee that will provide feedback throughout the process to staff and consultant team.

The plan will include a number of technical studies including a parking study, market study, and traffic study that will help inform developing a preferred plan. Catalytic sites will be identified for future buildout within the study area which may result in future General Plan Amendments. Ultimately, the Specific Plan will act as a zoning overlay with development standards and uses that reflect the community vision. An Implementation Chapter will assess future improvements needed to realize the plan buildout, with a cost and funding strategy. A CEQA document will be prepared concurrently which will streamline the approval process for future development within the Specific Plan.

DISCUSSION:
In November 2023, the City released a Request for Proposals (RFP) to solicit consultants to assist in the preparation of a Downtown Specific Plan. The City received seven proposals in response to the RFP and a proposal review team was formed with four City staff across multiple departments. After reviewing and scoring all the proposals, there were two top consulting firms, SERA Design and Dyett and Bhatia, with a score of 75 and a score of 76 respectively. The two firms were invited to participate in an in person interview. While both firms possessed different strengths and approaches to the project, the proposal review team ultimately selected Dyett and Bhatia for their exceptional experience preparing Specific Plans, familiarity with St. Helena from their work on the Specific Plan, having in-house CEQA team, the qualifications of the subconsultants, and competitive fee pricing within the City's budget.

The Specific Plan is expected to be a two year process with a robust public engagement strategy that will be the first phase of the work plan following contract approval. Several stakeholders will be invited to participate in the process.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

Resolution Dyett Bhatia Agreement
PSA Dyett and Bhatia Downtown Specific Plan 2-27-2024_(w attachment)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

RESOLUTON OF THE COUNCIL OF THE CITY OF ST. HELENA AWARDING A PROFESSIONAL SERVICES AGREEMENT TO DYETT AND BHATIA CONSULTANTS FOR PREPARATION OF THE CITY OF ST. HELENA'S DOWNTOWN SPECIFIC PLAN IN AN AMOUNT NOT-TO-EXCEED $500,000

RECITALS

A. On Friday, November 17th, 2023, the City of St. Helena issued a Request for Proposal (RFP) for the City's Downtown Specific Plan (DSP); and

B. At the close of the RFP on December 21, 2023, seven proposals were submitted to the City for the services requested; and

C. After review of the proposals received, two firms were selected to be interviewed; and

D. Following the interviews, staff recommended Dyett and Bhatia Planning Consultants be awarded a Professional Services Agreement (PSA) for preparation of the DSP; and

E. Dyett and Bhatia has demonstrated they have skills and knowledge to complete the DSP; and

F. Dyett and Bhatia is a professional planning firm that specializes in general plans, specific plans, and zoning code practices in California. Having recently completed Specific Plans for Sonoma County, Santa Rosa, Pacifica, Union City, Livermore, San Bruno and Pleasanton, Dyett and Bhatia is one of the Bay Area leaders in Specific Plan preparation; and

G. City and Consultant now desire to enter into a PSA for the Downtown Specific Plan; and

H. The total contract is for a not-to-exceed amount of $500,000.

RESOLUTION

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

1. The City Council approves a Professional Services Agreement with Dyett and Bhatia Planning Consultants for preparation of the City's Downtown Specific Plan for a total contract amount not-to-exceed $500,000; and

2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on February 27, 2024, by the following vote:

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

APPROVED: ATTEST:

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on February 27, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Dyett and Bhatia (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as the Downtown Specific Plan.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $500,000 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. 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 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 qualified to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications where applicable to the professional discipline; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured

retentions of $25,000 or greater must be declared to and approved by the City.

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and

harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years

after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: City Manager
1088 College Avenue
St. Helena, California 94574

To Consultant: Rajeev Bhatia
Dyett and Bhatia
4001 Howe Street
Oakland, CA 94611

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed

after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: _____
Name: RAJEEV BHATIA
Title: PRESIDENT

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A-Scope of Services



Proposal for the City of St. Helena

Downtown Specific Plan

Submitted by

DYETT & BHATIA
Urban and Regional Planners

December 21, 2023
Scope and fee amended February 5, 2024

In association with

DKS Associates
Economic & Planning Systems
Bottomley Associates
West Yost

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DYETT & BHATIA
Urban and Regional Planners

December 21, 2023

Mr. Aaron Hecock, AICP
Senior Planner
City of St. Helena
Submitted electronically

Re: Proposal for Downtown Specific Plan

Dear Mr. Hecock and Members of the Selection Panel:

Located in the heart of one of the world's premier wine growing regions, St. Helena's historic downtown is cherished by residents and draws visitors from around the world. It features a variety of shopping and dining venues, galleries, and landmark buildings in a charming, walkable setting.. The City is seeking to prepare a Specific Plan to strengthen Downtown's identity and its role in the regional food and wine culture, enhance the public realm, realize the potential of five catalytic sites and other development opportunities. A critical consideration will be ensuring that new development is cohesive and in keeping with Downtown's exceptional character and historic resources, as well as fiscal balance.

We are especially interested in this assignment because it provides an opportunity to build on our recent work in preparing the City's General Plan, and leverage both our familiarity with the community and our extensive experience in leading Bay Area specific plans. Our strengths include:

- **Bay Area Downtown and Other Specific Plan Leadership.** Dyett & Bhatia is the Bay Area leader in preparing specific plans. Within the last four years alone we have completed specific plans for Santa Rosa, Pacifica, and Pleasanton downtowns; the Sonoma Developmental Center; Livermore and Union City station areas; and the Bayhill District in San Bruno. These are all complete specific plans, with full EIRs, also led by D&B. We have a portfolio of completed work that also includes specific plans for small, distinctive downtowns, such as Windsor and Belmont as well as major downtowns such as San Diego, Honolulu, Phoenix, and Portland.
- **Exceptional St. Helena and North Bay Familiarity.** D&B completed the St. Helena General Plan and led the EIR on it. We have completed numerous other general and specific plan assignments in the North Bay, including the City of Napa General Plan last year.
- **Expertise in Community Engagement.** D&B offers strong community engagement skills and has built consensus around numerous specific plans that have been seen through to adoption and implementation. Forging consensus will be critical to the success of the project, and we propose to use a range of tested and proven tactics to ensure this objective is achieved, actively engaging stakeholders at each phase of the project.
- **State-of-the-Art Computer Modeling, Illustration, and Graphics Abilities.** We pride ourselves on creating graphically rich, illustrative plans, which use both text and diagrams to effectively communicate broad visions down to zoning regulations. D&B offers a highly sophisticated in-house computer mapping and modeling studio with extensive experience with preparing three-dimensional models and visual simulations.
- **Integrated Planning and Environmental Review.** D&B has led EIRs for more than a dozen specific plans in the Bay Area, as described in the firm qualifications. Specific Plan policies and environmental impact assessment will be conducted in parallel. As environmental impacts are identified, Plan policies will be developed to mitigate these impacts, resulting in a "self-mitigating" plan. Having one firm responsible for managing the Plan and the EIR will also help ensure timely and on-budget completion of the project. As the General Plan EIR authors, we will also be able to conduct the needed environmental review (an EIR Addendum or a Supplemental Focused EIR) efficiently.

4001 Howe Street, Oakland, CA 94611
www.dyettandbhatia.com

DYETT & BHATIA
Urban and Regional Planners

Project Team

Team members and roles shall be as follows:

- **Dyett & Bhatia** will be responsible for all aspects of the Specific Plan, project management, community outreach, policy development, and preparation of all final documents. D&B will also lead the environmental review.
- **DKS Associates** will serve as the transportation consultants. DKS worked with D&B recently on the City of Napa General Plan, using the new Napa Solano Activity Based Transportation Model, and the Pacifica Downtown (Sharp Park) Specific Plan.
- **Economic & Planning Systems** will conduct a focused market assessment, conduct financial feasibility assessment, and prepare the infrastructure financing strategy. EPS has worked with D&B on Pacifica, Pleasanton, Santa Rosa, and Windsor downtown plans, and the Napa General Plan.
- **Bottomley Design + Planning** will prepare streetscape and open space plans. Bottomley has prepared streetscapes for numerous downtowns, including all of the Napa Riverfront and adjacent downtown streetscapes for the City of Napa. Bottomley has worked with D&B on a dozen specific plans, most recently Sonoma Developmental Center and Bayhill Specific plans.
- **West Yost** will lead infrastructure planning and assessment, which they have done for D&B on several specific and general plans, including recently for the Napa General Plan.

Senior Staff Commitment

Rajeev Bhatia, AICP, Principal and Project Manager, will manage all aspects of the project and serve as the primary point of contact for the City. He has worked on numerous specific plans throughout the Bay Area and has a proven track record of managing large teams on complex planning efforts, leading community outreach processes, and ensuring projects remain on schedule. Andrew Hill, who led the St. Helena General Plan and EIR, will serve as Participating Principal, focused on environmental review. Senior and Principal-level staff will lead the efforts of the various sub-consultant team members. All work will be done from our (only) Oakland office.

We offer a commitment to community-based, innovative planning, and a proven track record of taking plans to adoption within specified time frames and budgets. The caliber of our work is evidenced by our record of adopted plans and 11 American Planning Association awards in the last four years alone for the small volume of work from our one office. Our scope of work and cost proposal reflect our understanding of the RFP; we would be happy to modify any aspect of our proposal to better meet your needs. We look forward to renewing our relationship with you.

Cordially,



Rajeev Bhatia, AICP, Partner
DYETT & BHATIA, Urban and Regional Planners
rajeev@dyettandbhatia.com, cell: 510-899-3301

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1 QUALIFICATIONS AND EXPERIENCE

1.1 PROJECT TEAM & MANAGEMENT

TEAM ROLES

Team members and roles shall be as follows:

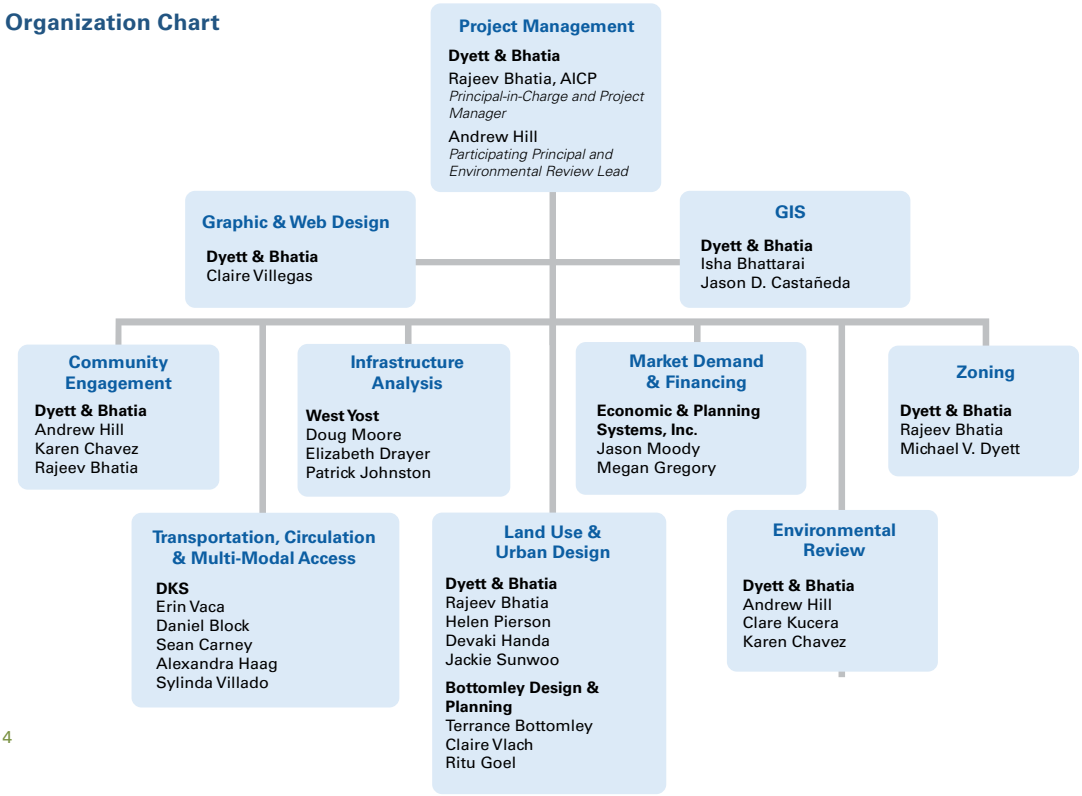
- **Dyett & Bhatia** will be responsible for all aspects of the Specific Plan, project management, community outreach, policy development, and preparation of all final documents. D&B will also lead the environmental review, ensuring seamless integration of the planning and environmental processes.
- **DKS Associates** will serve as the transportation consultants. DKS worked with D&B recently on the City of Napa General Plan and the Pacifica Downtown (Sharp Park) Specific Plan.
- **Economic & Planning Systems** will conduct a focused market assessment, conduct financial feasibility assessment, and prepare the infrastructure financing strategy. EPS has worked with D&B on Pacifica, Pleasanton, Santa Rosa, and Windsor downtown plans, and the Napa General Plan.
- **Bottomley Associates** will prepare streetscape and open space plans. Bottomley has prepared streetscapes for numerous downtowns, including all of the Napa Riverfront and adjacent downtown streetscapes for the City of Napa. Bottomley has worked with D&B on a dozen specific plans, most recently Sonoma Developmental Center and Bayhill Specific plans.
- **West Yost** will lead infrastructure planning and assessment, which they have done for D&B on several specific and general plans, including recently for the Napa General Plan.

TEAM ORGANIZATION & MANAGEMENT

The organization chart on the following page shows the responsibilities of each firm, and the key personnel. All subconsultants will report to Dyett & Bhatia, and all reports and technical analysis by the sub-consultants will be submitted to Dyett & Bhatia, to be integrated into the project deliverables. Dyett & Bhatia will coordinate the format of final documents, and will be responsible for the overall consistency of the products. This approach results in higher quality proposals and conclusions than having separate consultants all deliver separate products independently.

We envision working in close partnership with City staff. The complementary skills and knowledge of staff

Organization Chart



and consultants can result in a process that is efficient and a Specific Plan that is effective. City staff will provide baseline information and help in coordinating with typically underrepresented populations, partner agencies, Planning Commission, and City Council, as well as maintaining a liaison with property owners and interest groups. City staff will need to carefully review all work products, and provide unified direction to the consultant.

1.2 TEAM QUALIFICATIONS

Qualifications of all team members follow. Resumes are included in Chapter 5.

DYETT & BHATIA

Dyett & Bhatia offers strong understanding of St. Helena—helping with finalizing the City's General Plan and preparing the EIR on it—combined with our exceptional experience in preparing Downtown Specific Plans, including half dozen in the Bay area, including in the North Bay very recently for Santa Rosa and previously for Windsor.

Dyett & Bhatia is a California corporation based in Oakland, operating since 1978. Our small size—20 employees—allows us to be nimble and responsive in our work, communication, and outreach. We conduct analysis and develop policies on the range of planning topics, from land use and urban design to economic development and sustainability. The professional services we offer are focused on planning, design, and outreach:

- Downtown, urban design and specific plans
- General Plans
- Environmental planning and assessment
- Development codes and zoning ordinances
- Public participation and facilitation
- Geographic Information Systems (GIS), three-dimensional computer modeling, and visual simulation

We see policy-making, land use planning, physical design, and implementation as related activities. The diversity of our practice helps us clearly define issues and identify practical courses of action. We believe that plan-making is a collaborative effort involving a diversity of stakeholders, and are committed to active community participation in the planning process. Dyett & Bhatia has won 15 awards from the American Planning Association in the last five years alone for the relatively small volume of work produced.

Year	Recent Awards for Dyett & Bhatia
2022	**APA California Chapter Award of Excellence** Santa Rosa Downtown Station Area Specific Plan **APA Northern California Section Award of Excellence: Large Jurisdiction** for Comprehensive Planning (Hard Won Victories)
2021	**APA California Award of Merit: Hard-Won Victories Award** Half Moon Bay Local Coastal Land Use Plan Update
2020	**APA Comprehensive Plan Award: Large Jurisdiction** Mission Valley Community Plan **APA San Diego Section Award of Excellence** Mission Valley Community Plan
2018	**APA Northern California Section Comprehensive Plan Award of Excellence: Small Jurisdiction** Belmont General Plan, Village Specific Plan, & EIR **APA Comprehensive Plan Award of Excellence: Small Jurisdiction** Belmont General Plan, Village Specific Plan, & EIR **APA California Sacramento Valley Section Comprehensive Plan Award of Excellence: Small Jurisdiction** Woodland General Plan **APA California Northern Section Award of Merit for Comprehensive Planning** Redwood City El Camino Real Corridor Plan **APA California Inland Empire Section Comprehensive Plan Award of Excellence: Small Jurisdiction** Redlands General Plan, CAP, and EIR **APA California San Diego Section Award of Excellence: Best Practices** Grantville Trolley Station / Alvarado Creek Revitalization Study

Downtown and Specific Plan Experience

Dyett & Bhatia is the Bay Area leader in Specific Plan preparation, bringing expertise in all facets of specific plan preparation. D&B has prepared plans for some of the most vibrant and transformed districts in Western U.S. — from small city downtowns to the most intense urban environments. D&B prepared the landmark San Diego Downtown Plan and zoning—led by Principal Rajeev Bhatia—about 20 years ago (which remain in effect) that have led to transformation of this 1,500-acre area into perhaps California's finest high-intensity, livable, live/work district. D&B has prepared several dozen downtown and other specific plans since.

Examples of downtown and other Bay Area specific plans in the last four years include (Dyett & Bhatia was the prime consultant on all of these assignments, and also led the EIRs for all but one project):

- Santa Rosa Downtown Specific Plan and EIR (adopted 2020)
- Sonoma Developmental Center (Reuse) Specific Plan and EIR (adopted 2022)
- Pacifica Sharp Park (Downtown Pacifica) Specific Plan and EIR (adopted 2023)
- Union City Station District Specific Plan (includes proposal for a new Downtown like center for the city) (adopted 2022)
- Livermore Isabel Neighborhood (Station Area) Specific Plan and EIR (adopted 2020; amended 2022)
- Bayhill Specific Plan (San Bruno; includes YouTube headquarters and surrounding sites) and EIR (adopted 2020)
- Pleasanton Downtown Specific Plan and EIR (adopted 2019)
- Collins/Serramonte Master Plan, Colma (highly detailed streetscape plans and standards for two principal streets/one of main auto rows in the Bay Area) (adopted 2020)

Other work within the last ten years includes:

- Belmont Village (Downtown Belmont) Specific Plan and EIR (2017)
- Honolulu Downtown Neighborhoods TOD Plan (2017)
- Santana Row/Valley Fair Urban Village Plan, San José (2017)
- Winchester Boulevard Urban Village Plan, San José (2017)
- Rio Vista Downtown Specific Plan (Solano County; 2016)
- Palo Alto Downtown Planning, Phase 1 (2016)
- Santa Clara Downtown Concept Plan (2015)
- Lake Merritt Station Area (Downtown Oakland) Specific Plan and EIR (2014)
- Diridon Station Area (San José) Station Area Specific Plan (2014)
- Windsor (Sonoma County) Downtown/Station Area Specific Plan Specific Plan and EIR (2013)

Downtown Zoning

Dyett & Bhatia has unsurpassed national experience in preparing zoning regulations for downtowns, as well as comprehensive citywide zoning regulations. D&B uniquely has a group of highly experienced planners dedicated solely to zoning. We have familiarity with form-based, design, performance, and Euclidean approaches for zoning. Our current zoning work involves a broad array of implementation concepts; pedestrian-friendly and transit-oriented districts; mixed-use development; green building; best practices for neighborhood design, parking, landscaping and lighting; and streamlining development review and implementation procedures.

Example Completed Downtown Zoning Regulations (in addition to zoning completed as part of specific plans)

- San Diego
- Chicago, IL
- Philadelphia, PA
- Portland, OR
- Abu Dhabi (UAE)
- Austin, TX
- Berkeley
- Porterville

Environmental Review for Specific Plans

Dyett & Bhatia has led complete EIRs on about 20 specific plans, as well as more than 40 general plans. Concurrent EIR/plan work by the same firm helps to design "self-mitigating" plans that are easier to implement.

Design Standards and Guidelines

Dyett & Bhatia has prepared numerous citywide and area-specific design standards and guidelines. Current North Bay work includes residential/mixed-use design standards in concert with Housing Elements for Ross, Fairfax, and Belvedere. D&B has also completed comprehensive zoning code updates for cities, and is doing this currently for Carson and Oceanside. Recent completed work includes City of Santa Barbara zoning code update (including for Downtown), Carmel, and Monterey. D&B also recently prepared interim zoning regulations for Napa, following adoption of the General Plan last year.

General Plans

Dyett & Bhatia has prepared general plans for over 60 California cities, including in the North Bay for Napa (adopted 2022), St. Helena, Santa Rosa, Petaluma, and Rohnert Park, as well as EIRs on all of these assignments. Current work includes general plans for Oakland, Sacramento, Fairfield, and Monterey among others.

GIS and Three-Dimensional Computer Modeling & Visual Simulation

Dyett & Bhatia maintains leading GIS capabilities, and has several full-time GIS specialists on staff. D&B also expertise in preparing three-dimensional (3-D) models of urban areas, which can be viewed from any angle, or viewed in a walk-through or fly-by mode.

LIST OF CLIENTS DOING BUSINESS WITH DYETT & BHATIA IN THE PAST 12 MONTHS

- City of Belvedere
- City of Carson
- City of Chino
- Town of Fairfax
- City of Fairfield
- City and County of Honolulu
- City of Los Angeles
- County of Marin
- City of Monterey
- City of Moreno Valley
- City of Napa
- City of Oakland
- City of Oceanside
- City of Pacifica
- City of Richmond
- Town of Ross
- City of Sacramento
- City of San Diego
- City of San Pablo
- County of Sonoma
- City of Turlock
- City of Woodside
- San Diego Association of Governments

All of these are also current clients, with the exception of City of Napa and County of Sonoma, work for whom was completed within the last year. D&B has not been a sub-consultant to any firm on any assignment over the past 12 months.

The following pages include profiles of recent representative projects.

Downtown San Diego Plan



SANTA ROSA, CALIFORNIA

ADOPTED 2020

APA California Award of Excellence: Hard Won Victories

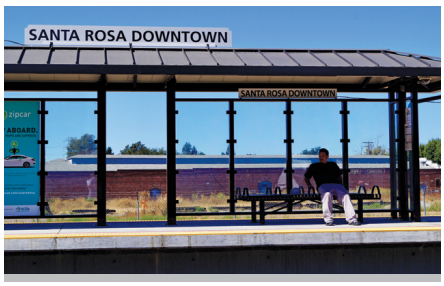
APA Northern California Section Award of Excellence for Comprehensive Planning: Large Jurisdiction

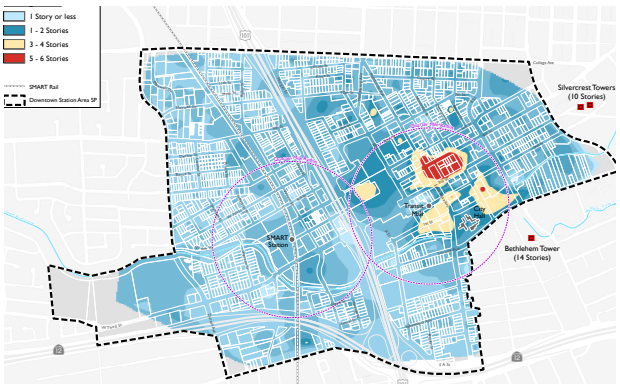
Santa Rosa Downtown Station Area Specific Plan and EIR

The Santa Rosa Downtown Station Area Specific Plan (DSASP) is the blueprint for development and preservation in a 720-acre area at the heart of the city. Originally adopted in 2007, a key objective of the DSASP is to increase the number of residents and employees within walking distance of the SMART station; however, 12 years after adoption, only 100 housing units had been constructed downtown in spite of a booming Bay Area economy. Dyett & Bhatia led a comprehensive update to the Plan focused on removing barriers to development, improving connectivity and walkability, fostering economic and retail vitality, and helping realize Downtown's full potential. Developed with extensive community engagement, the Plan incorporates strategies to promote high-density, transit oriented mixed use and residential development as well as to facilitate construction of urban parks and gathering places, activate the creekside multi-use trails that traverse the area, and optimize the use of City-owned parking. D&B also prepare a Subsequent EIR for the project, which involved a thoughtful approach to historic preservation.









DYETT & BHATIA
Urban and Regional Planners

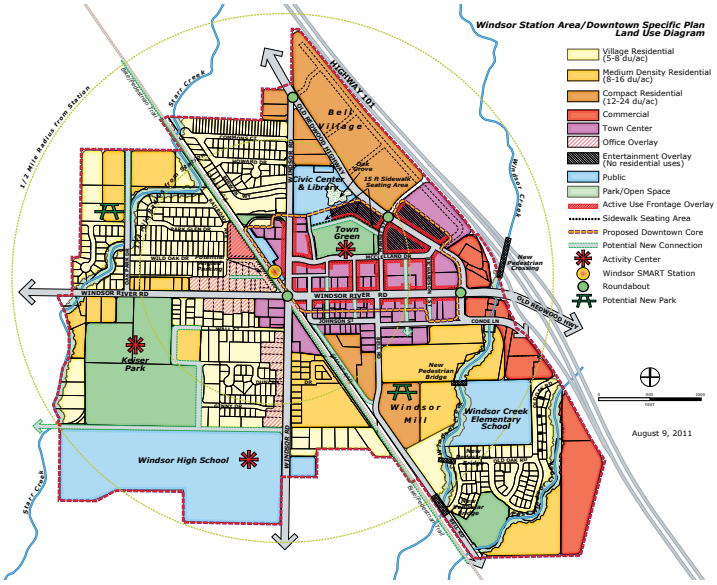
WINDSOR, CALIFORNIA
ADOPTED 2013

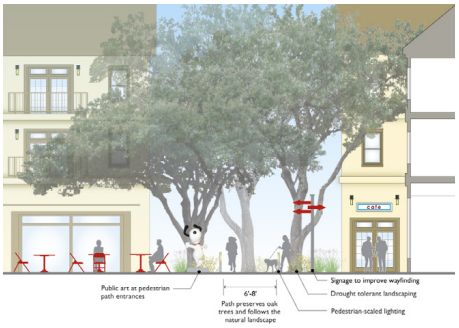
APA California Chapter Award of Merit, Comprehensive Planning, Small Jurisdiction (2014)

Windsor Station Area Plan/Downtown Specific Plan and EIR

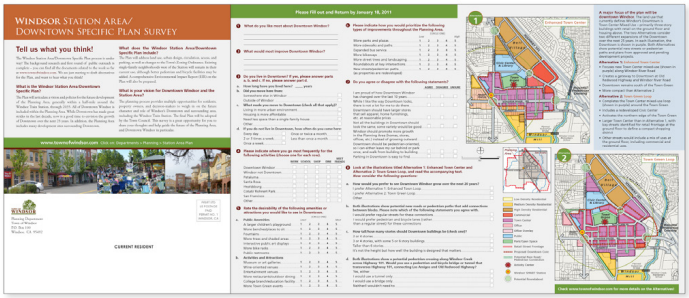
Windsor is a small town in Sonoma County, with a downtown centered adjacent to the planned Sonoma Marin Rail Transit (SMART) Station. The Specific Plan seeks to establish a cohesive transit-oriented community with links to the town and the region and set the framework for the next era of Downtown's development, with an expanded core—re-orienting it around the Town Green with a "Town Green Loop" strategy—and a broader array of uses and amenities, which will serve as a regional draw.

Dyett & Bhatia led an extensive community outreach process, including a community-wide survey; and prepared the Specific Plan and Environmental Impact Report. The Plan includes guiding principles that provide an overall vision for the area, goals and policies for each topic, as well development standards/zoning regulations and design guidelines for development. It also includes an implementation program, with timelines and responsibilities.







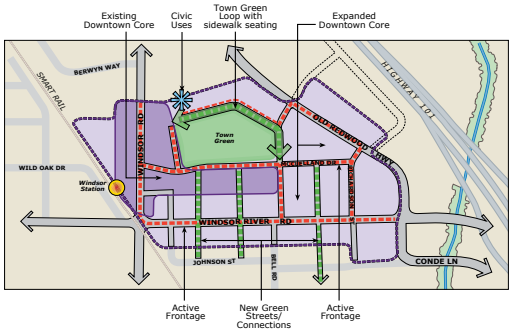


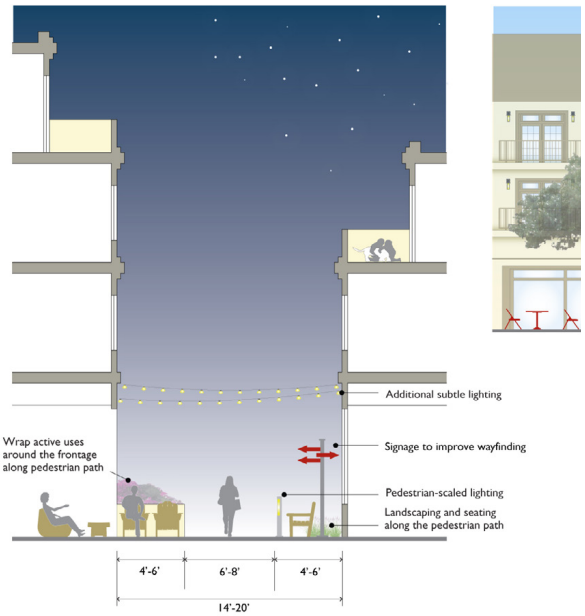
DYETT & BHATIA
Urban and Regional Planners











DYETT & BHATIA
Urban and Regional Planners

SONOMA COUNTY, CALIFORNIA

ADOPTED 2022

Sonoma Developmental Center (Reuse) Specific Plan and EIR

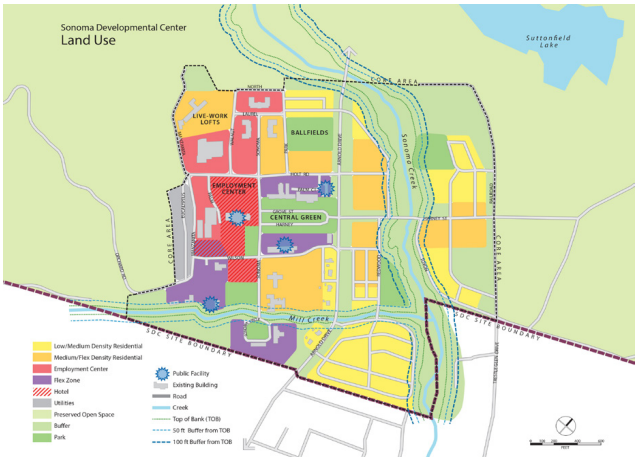
Dyett & Bhatia led a Specific Plan for reimaging the shuttered 945-acre former Sonoma Developmental Center (SDC) in the heart of Sonoma Valley, with a 180-acre core campus surrounding by hundreds of acres of some of most picturesque and resource-valuable open space in Sonoma County. The state's first and largest developmental center and the valley's largest employer in its heyday, the center was in 2018 closed by the State of California, which owns the entire property.

The site contains 180 buildings, including some on the Natural Register, almost all in severe disrepair or unsuitable for contemporary uses. The Specific Plan, adopted in December 2022, envisions a vibrant community of 750 homes and 900 jobs in a walkable setting, with new and adaptively reused buildings, enhanced open spaces and creek setbacks, and vibrant community gathering spaces.

The Plan generated extensive community interest, with community meeting attendances in the hundreds, and nearly 1,000+ pages of comments on the Draft EIR alone. Dyett & Bhatia led preparation of all documents, including the Plan and the EIR, and conducted the community outreach.

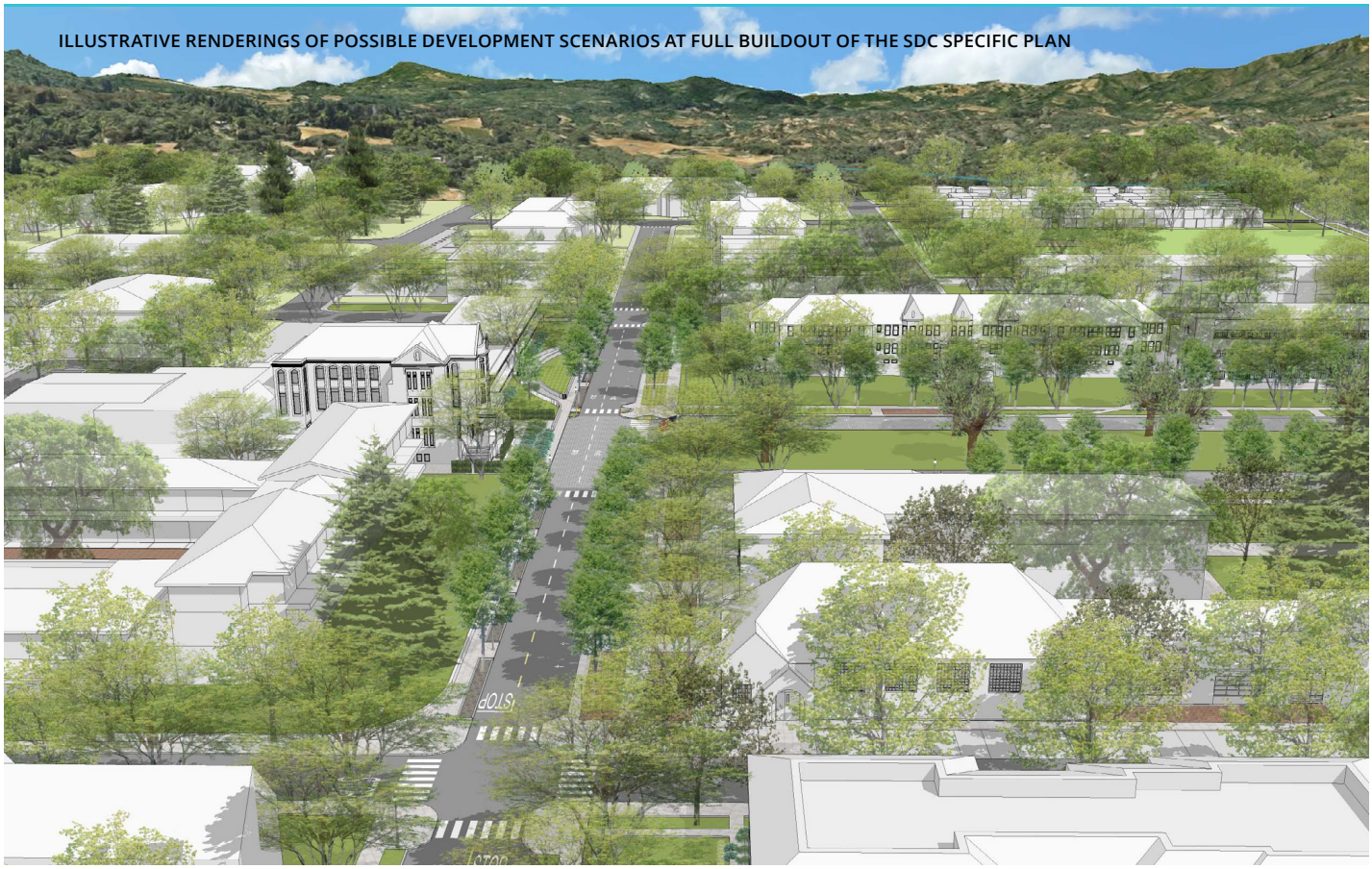


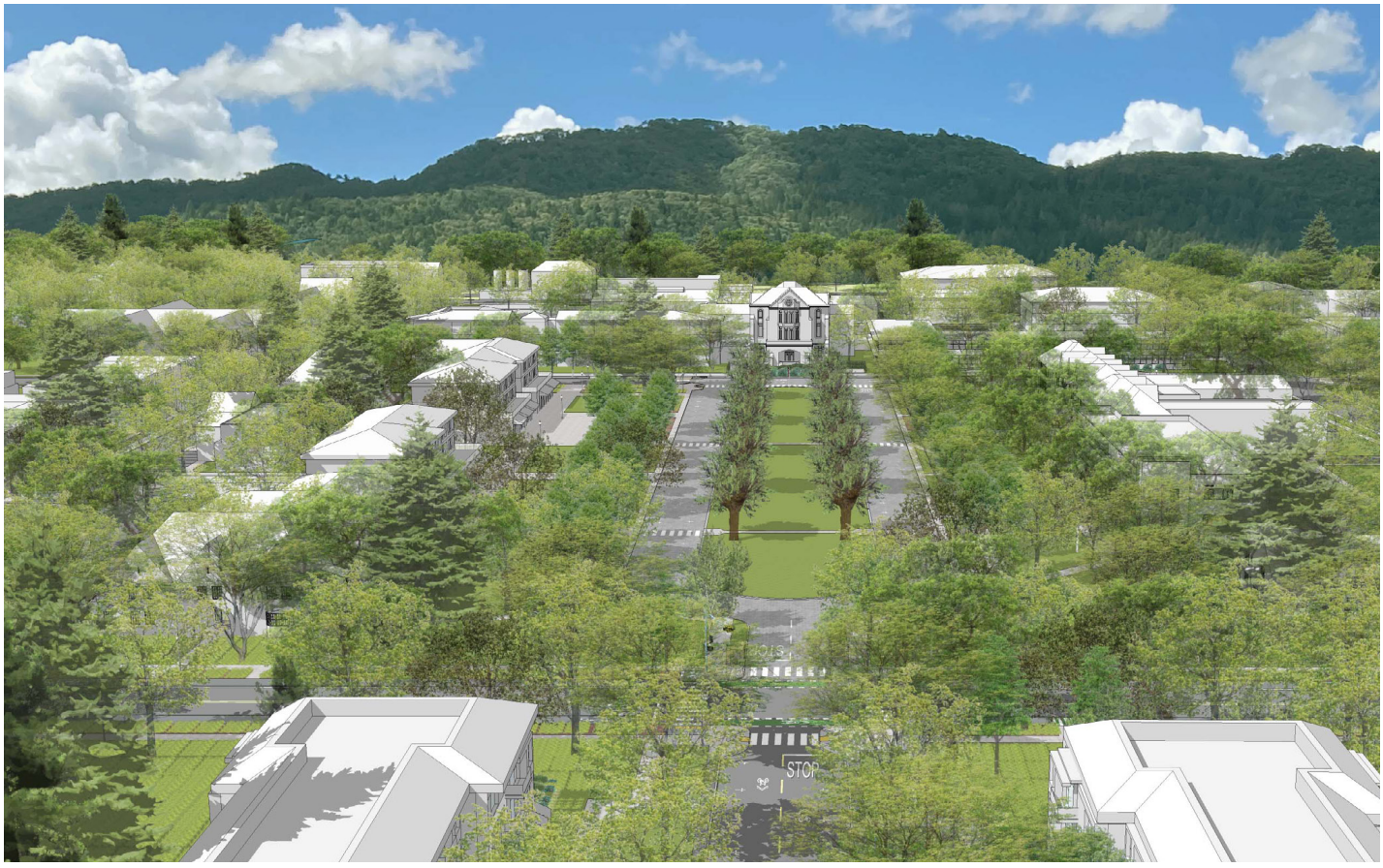






ILLUSTRATIVE RENDERINGS OF POSSIBLE DEVELOPMENT SCENARIOS AT FULL BUILDOUT OF THE SDC SPECIFIC PLAN





PACIFICA, CALIFORNIA
ADOPTED 2023
www.planpacifica.com

Pacifica Sharp Park (Downtown Pacifica) Specific Plan and EIR

Dyett & Bhatia led the first comprehensive update of Pacifica's General Plan and Local Coastal Program in nearly 30 years, and developed a new Specific Plan for the Sharp Park neighborhood, which is Pacifica's downtown, concurrently with the General Plan.

The Sharp Park Specific Plan built upon the area's significant opportunity for mixed-use buildings, new housing and higher intensity development to help the city address issues of housing affordability and create a center of gravity for the broader Pacifica community and visitors. The Specific Plan addresses issues related to development scale, intensity, and character; outlines streetscape improvements; and includes new development standards. The plan also includes a comprehensive implementation program and an infrastructure financing strategy.

D&B also led a combined EIR on the General Plan and Sharp Park Specific Plan; both plans were adopted unanimously by the City Council in 2022.



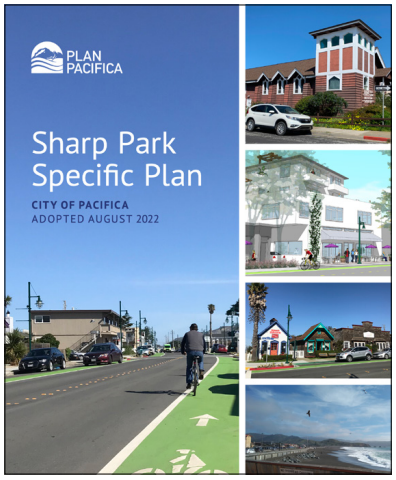
https://www.youtube.com/watch?v=bTLpP6-0-1I



Envisioned 2100 Palmetto Ave



Envisioned Palmetto Ave and Santa Rosa Ave





Envisioned Palmetto Ave and Santa Maria Ave

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Urban and Regional Planners

UNION CITY, CALIFORNIA
ADOPTED 2022

Link to project website.
Link to adopted plan.

Union City Station District Specific Plan and EIR

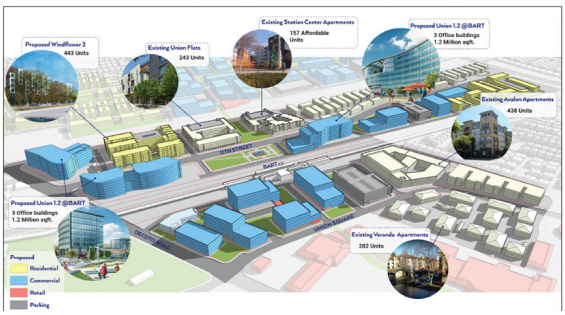
The Union City Station District Specific Plan is designed to transform a 470-acre area around the Union City BART Station by converting two large existing shopping centers into what may ultimately constitute a new downtown for the city, and transition several hundred acres of outdated industrial uses and vacant land into a high-intensity employment hub, fostering life science and innovation uses.

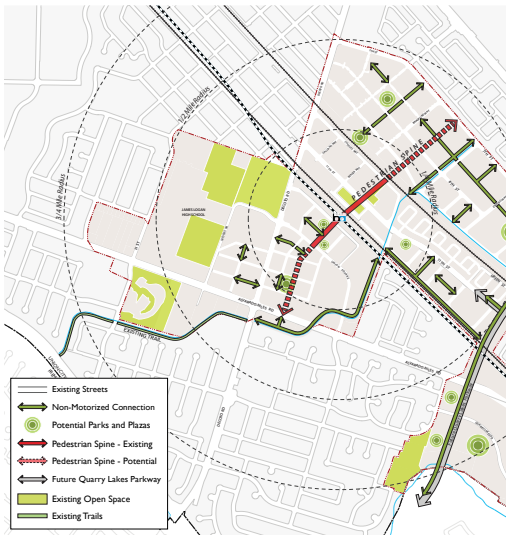
The Specific Plan, which was adopted in October 2022, fosters a large mixed-use district with unique sub-districts, complemented by engaging and attractive public spaces, with multiple new streets and pedestrian/biking connection to enhance connectivity walkability, and access. The plan envisions 5,600 homes (4,000 of which would be new) and 18,200 jobs upon implementation. Dyett & Bhatia wrote both the Specific Plan and the EIR for the project, aided by a team of sub-consultants.

In a separate but related project, Dyett & Bhatia worked successfully on behalf of the City with architects and owners of an approximately 1,000 housing unit proposal in the station area being pursued as the specific plan was underway, and helped re-imagine it to enhance walkability, orchestrate densities to capitalize on BART access, and foster enhanced public realm and integration with the broader Station District.









DYETT & BHATIA
Urban and Regional Planners

SONOMA COUNTY, CALIFORNIA

ADOPTED 2020

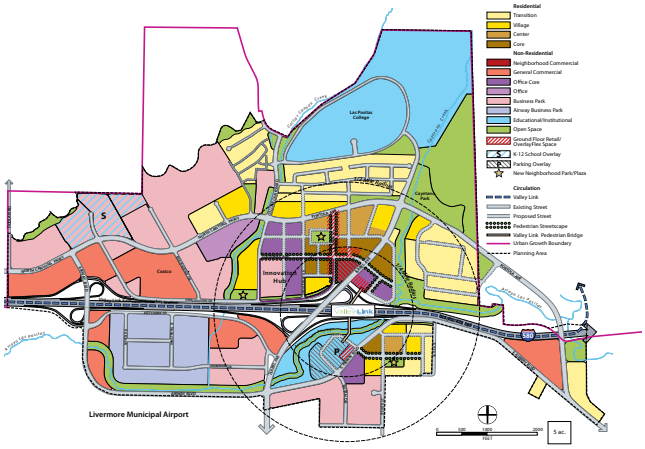
AMENDED 2022

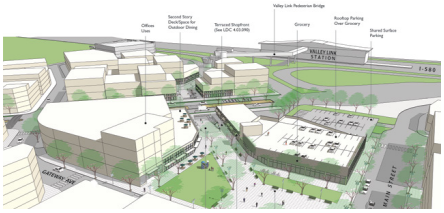
Livermore Isabel Neighborhood (Station Area) Specific Plan and EIR

Dyett & Bhatia led a Specific Plan for reimaging the shuttered 945-acre former Sonoma Developmental Center (SDC) in the heart of Sonoma Valley, with a 180-acre core campus surrounding by hundreds of acres of some of most picturesque and resource-valuable open space in Sonoma County. The state's first and largest developmental center and the valley's largest employer in its heyday, the center was in 2018 closed by the State of California, which owns the entire property.

The site contains 180 buildings, including some on the Natural Register, almost all in severe disrepair or unsuitable for contemporary uses. The Specific Plan, adopted in December 2022, envisions a vibrant community of 750 homes and 900 jobs in a walkable setting, with new and adaptively reused buildings, enhanced open spaces and creek setbacks, and vibrant community gathering spaces.

The Plan generated extensive community interest, with community meeting attendances in the hundreds, and nearly 1,000+ pages of comments on the Draft EIR alone. Dyett & Bhatia led preparation of all documents, including the Plan and the EIR, and conducted the community outreach.







Existing



PLEASANTON, CALIFORNIA

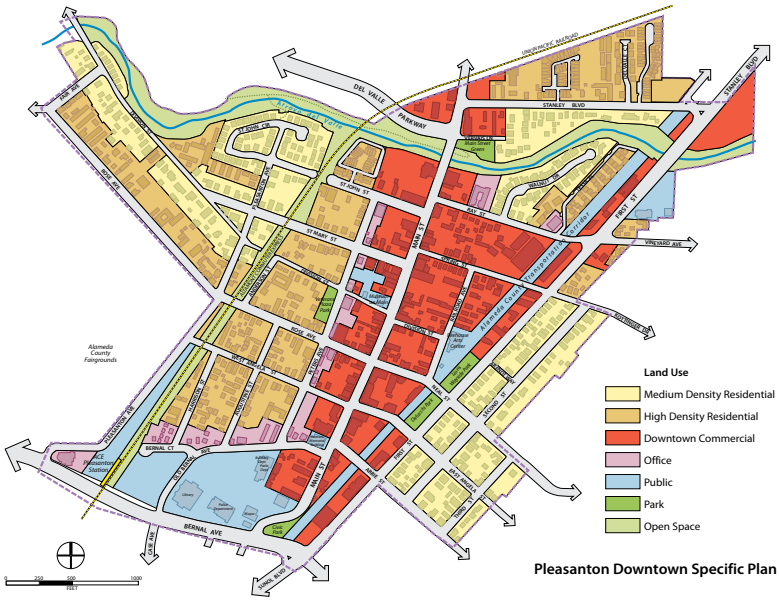
ADOPTED 2019

Pleasanton Downtown Specific Plan and EIR

Dyett & Bhatia led a Specific Plan for reimaging the shuttered 945-acre former Sonoma Developmental Center (SDC) in the heart of Sonoma Valley, with a 180-acre core campus surrounding by hundreds of acres of some of most picturesque and resource-valuable open space in Sonoma County. The state's first and largest developmental center and the valley's largest employer in its heyday, the center was in 2018 closed by the State of California, which owns the entire property.

The site contains 180 buildings, including some on the Natural Register, almost all in severe disrepair or unsuitable for contemporary uses. The Specific Plan, adopted in December 2022, envisions a vibrant community of 750 homes and 900 jobs in a walkable setting, with new and adaptively reused buildings, enhanced open spaces and creek setbacks, and vibrant community gathering spaces.

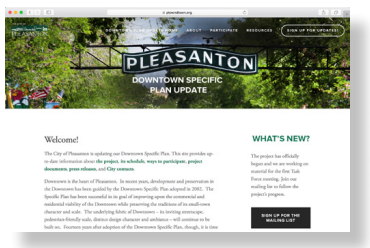
The Plan generated extensive community interest, with community meeting attendances in the hundreds, and nearly 1,000+ pages of comments on the Draft EIR alone. Dyett & Bhatia led preparation of all documents, including the Plan and the EIR, and conducted the community outreach.



Land Use Plan - Existing





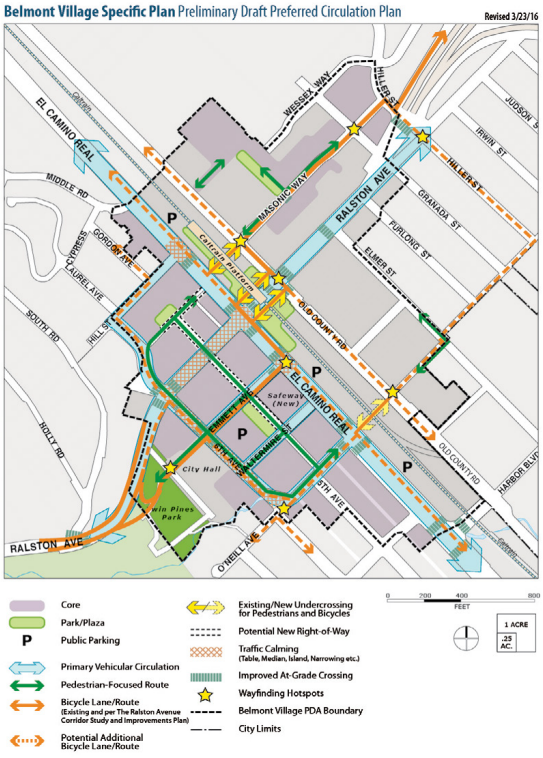


BELMONT, CALIFORNIA
ADOPTED 2017

Belmont Village (Downtown Belmont) Specific Plan and EIR

Dyett & Bhatia prepared an update of the Belmont General Plan, a Specific Plan for the Belmont Village Priority Development Area (PDA), a combined program EIR on the two documents, as well as Zoning Code amendments to implement the General Plan and the Specific Plan.

The General Plan focuses on land use and mobility improvements, and infill possibilities. Belmont Village, located in the heart of the city at the intersection of Ralston Avenue and El Camino Real, represents Belmont's primary opportunity for revitalization and creation of a true town center. Addressing urban design, streetscape improvements, and multimodal access and connectivity to the Caltrain station and nearby businesses and neighborhoods are the primary objectives of the Specific Plan. The Specific Plan includes a comprehensive implementation program, new development standards and design guidelines, and an infrastructure financing strategy.









DYETT & BHATIA
Urban and Regional Planners

HONOLULU, HAWAII
ADOPTED 2017

Honolulu Downtown Neighborhoods TOD Plan

Dyett & Bhatia prepared two neighborhood station area plans encompassing six station areas of Honolulu's new urban rail system—at $7 billion, one of the largest urban rail system currently under construction in the western U.S. Dyett & Bhatia led all aspects of the assignment, including all planning, urban design, and community outreach, supported by a team of local subconsultants. The two plans are:

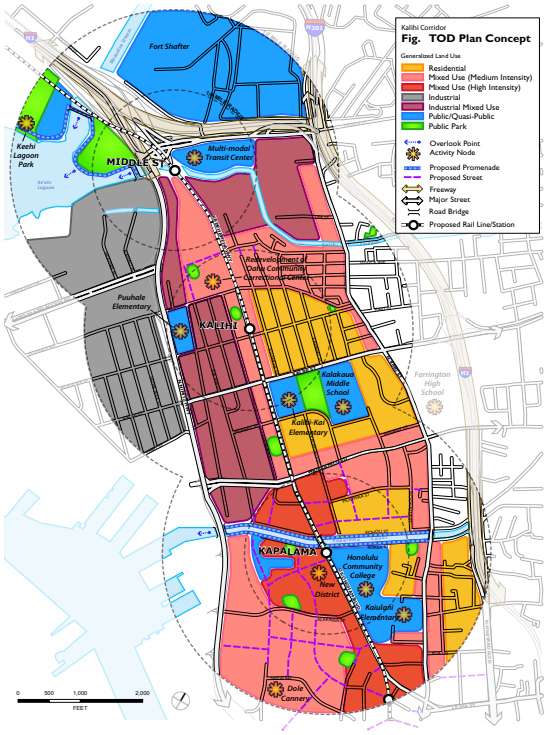
- **Downtown Neighborhood TOD Plan.** The Downtown Plan encompasses three stations—Downtown, which serves the financial district, with the highest intensities in Honolulu; Chinatown, which is on the National Register of Historic Places; and Iwilei which the Neighborhood TOD Plan envisions as new high-rise mixed-use district, resulting from transforming older industrial and commercial uses. Promoting walkability, enhancing transit access, and developing of a new waterfront promenade are additional features of the Plan.
- **Kalihi Neighborhood TOD Plan.** The three Kalihi stations are adjacent to Downtown, and represent very different opportunities. The Plan proposes complete transformation of the Kapalama station from big-box stores and industrial uses to a walkable high-rise district adjacent to Downtown, while Kalihi and Middle Street station areas are outlined for conservation with selective reuse, and transformation of the Kapalama canal into an active waterfront.

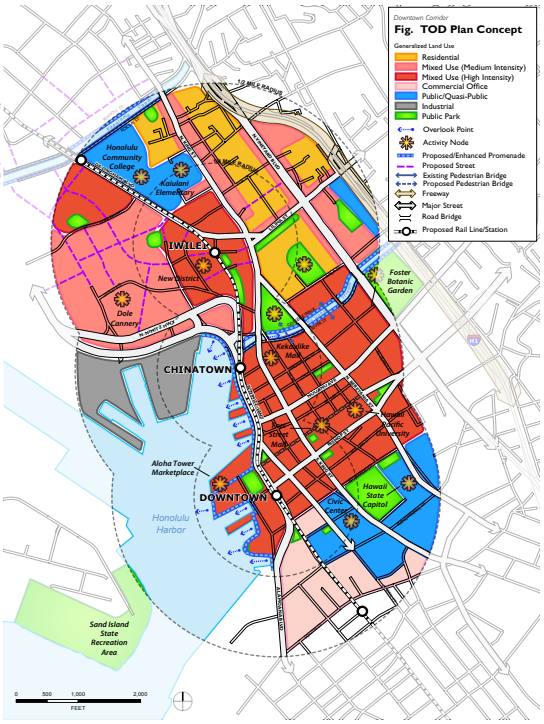
Community engagement included numerous workshops, as well as a multi-lingual mail-in survey that elicited a more than 25% response rate (with completed responses running into thousands). The Plans were adoped in Summer/Fall 2017.








Kalihi Corridor
Fig. TOD Plan Concept
Generalized Land Use
Residential
Mixed Use (Medium Intensity)
Mixed Use (High Intensity)
Industrial
Industrial Mixed Use
Public/Quasi-Public
Public Park
Overlook Point
Activity Node
Proposed Promenade
Proposed Street
Freeway
Major Street
Road Bridge
Proposed Rail Line/Station
Fort Shafter
Keehi Lagoon Park
MIDDLE ST.
Multi-modal Transit Center
Pauhale Elementary
KALIHI
Kalakaua Middle School
Kalihi-Kai Elementary
Farrington High School
KAPALAMA
Honolulu Community College
New District
Kaiulani Elementary
Dole Cannery
FEET


Downtown Corridor
Fig. TOD Plan Concept
Generalized Land Use
Residential
Mixed Use (Medium Intensity)
Mixed Use (High Intensity)
Commercial Office
Public/Quasi-Public
Industrial
Public Park
Overlook Point
Activity Node
Proposed/Enhanced Promenade
Proposed Street
Existing Pedestrian Bridge
Proposed Pedestrian Bridge
Freeway
Major Street
Road Bridge
Proposed Rail Line/Station
Honolulu Community College
Kaiulani Elementary
IWILEI
New District
Dole Cannery
Foster Botanic Garden
CHINATOWN
Aloha Tower Marketplace
DOWNTOWN
Honolulu Harbor
Hawaii State Capitol
Sand Island State Recreation Area
FEET




Potential New Development
Proposed Rail Station



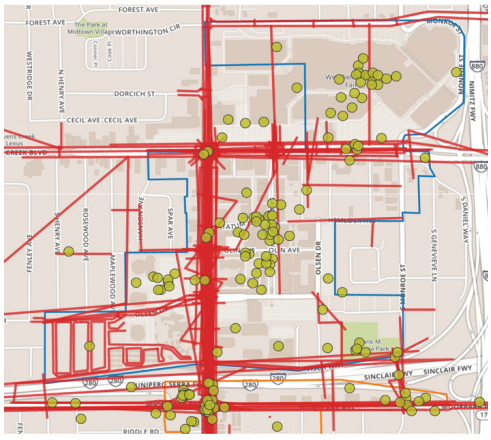
SAN JOSÉ CALIFORNIA
ADOPTED 2017

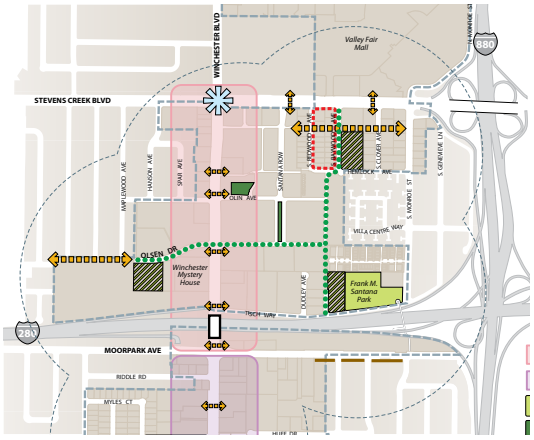
Santana Row/Valley Fair Urban Village Plan, San José

Santana Row represents perhaps the Bay Area's largest successful example of a built-from-scratch high-intensity pedestrian-oriented mixed-use district. It has emerged as San José's "second downtown", a hugely popular retail and dining destination, and a residential district. Valley Fair, across Winchester Boulevard from Santana Row, is the largest mall in Silicon Valley.

The Santana Row/Valley Fair Urban Village Plan, led by Dyett & Bhatia for the City of San José, provides the framework for the next era of development of this pivotal district. The Urban Village Plan builds on the energy of Santana Row to revitalize and enhance connections to surrounding areas, outlines the framework for mid- and high-intensity new development, with building heights reaching 15 to 20 stories, and fosters a dynamic urban environment that embraces the creative workforce and urban living. Development will be supported by a future Bus Rapid Transit line, as well as new mid-block paseos and urban plazas.

The planning process was supported by community outreach that included two large community workshops and an online interactive, map-based community survey.









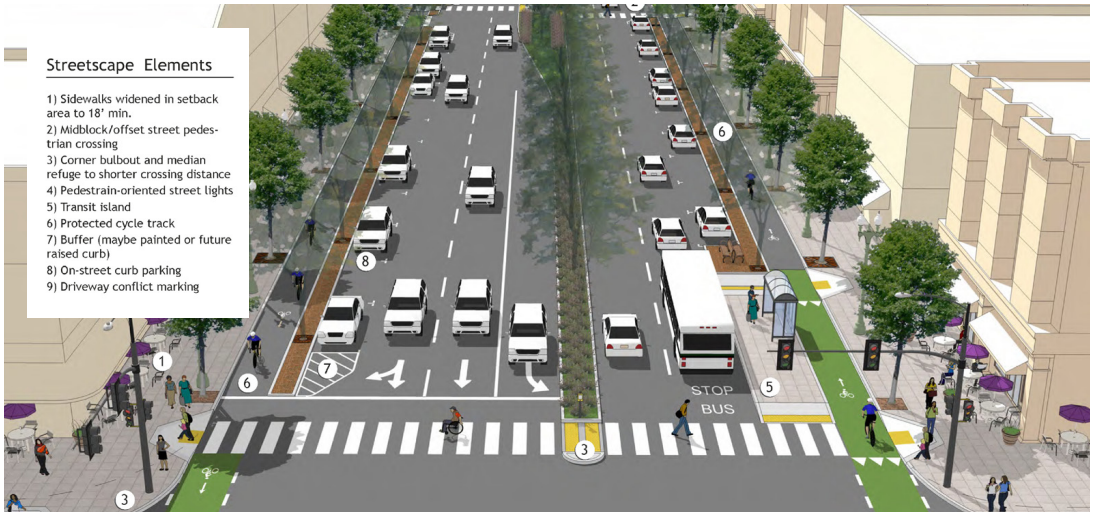
SAN JOSÉ CALIFORNIA
ADOPTED 2013

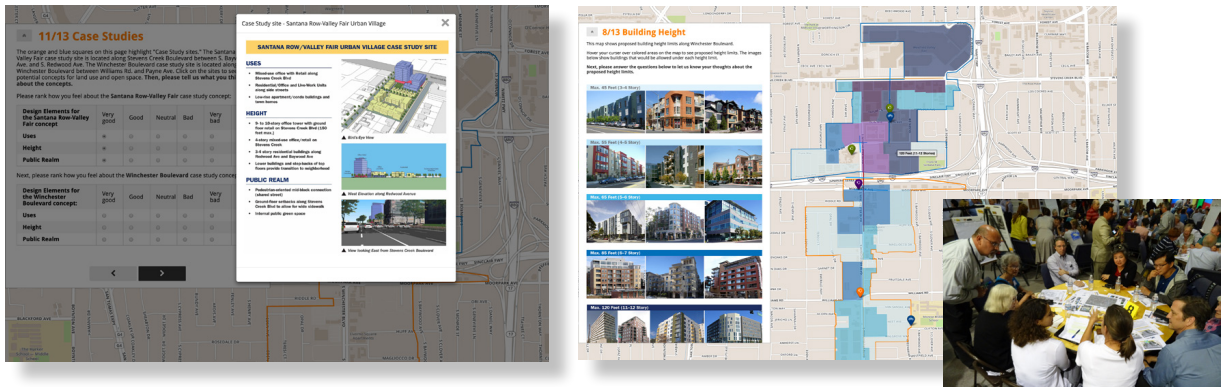
Winchester Boulevard Urban Village Master Plan

San José's General Plan envisions growth clustered in infill "urban villages", transforming these strategically identified areas into vibrant, higher density, mixed-use districts that promote transit, walking, and bicycling.

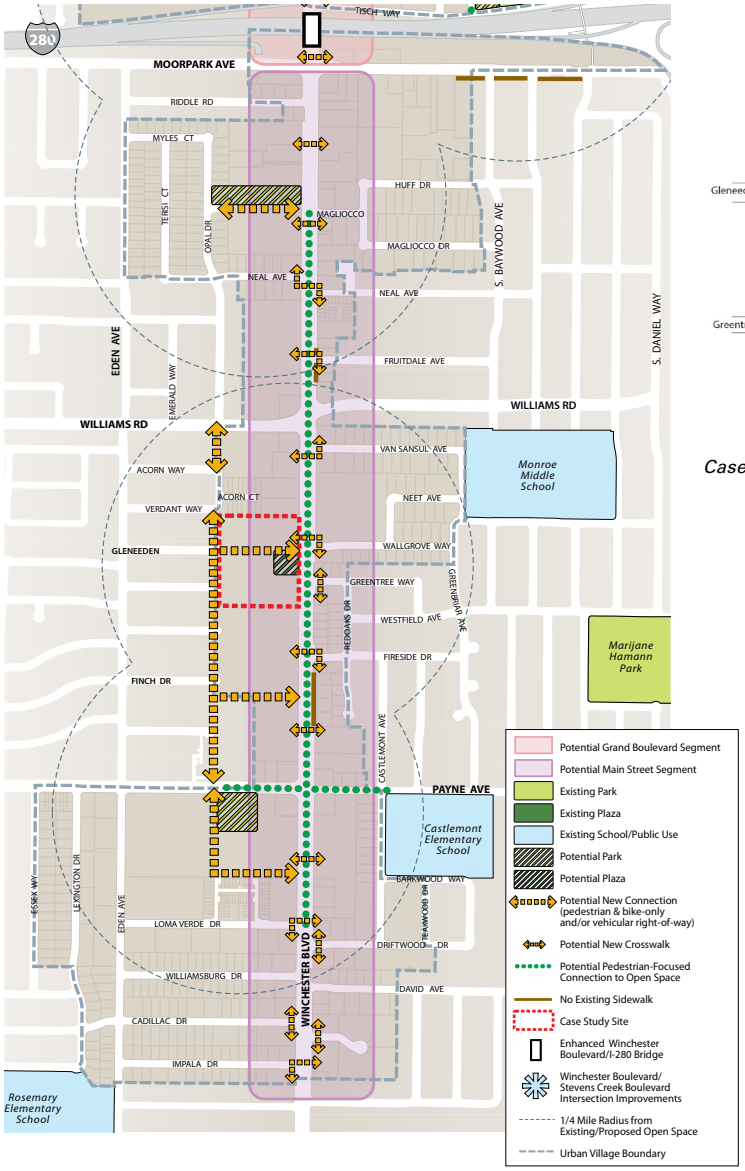
Winchester Boulevard is a major north-south vehicular connection that links key destinations in Campbell, San José, and Santa Clara. Centered along a 1.4-mile segment of the boulevard, the Master Plan for this Urban Village, being led by Dyett & Bhatia for the City of San José, seeks to revitalize this key corridor with nodes of high-intensity development, and strategic lower-scaled infill development between the nodes. A variety of outdoor plazas, public art, and parks integrated throughout. Building heights and massing are carefully feathered to minimize impacts on adjacent residential uses.

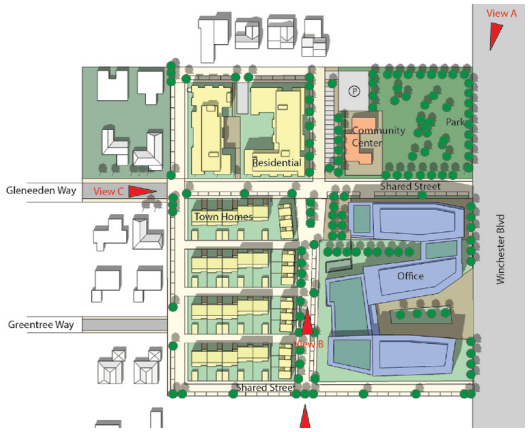
Winchester Boulevard itself is re-envisioned as a memorable boulevard, with commercial nodes serving surrounding neighborhoods, while maintaining its current traffic travel lanes and capacity, with parking/vehicular lane switch—San José's first such configuration—at peak hours, enabling provision of new protected cycle tracks, and rain gardens for water filtering.



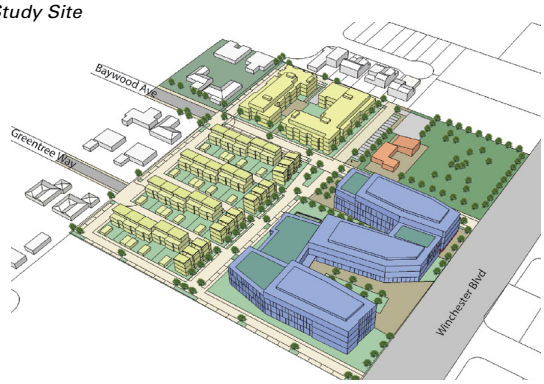


A map-based online survey prompted respondents to interact with draft land use and height maps, providing example images to aid in visualizing the proposed changes.





Case Study Site





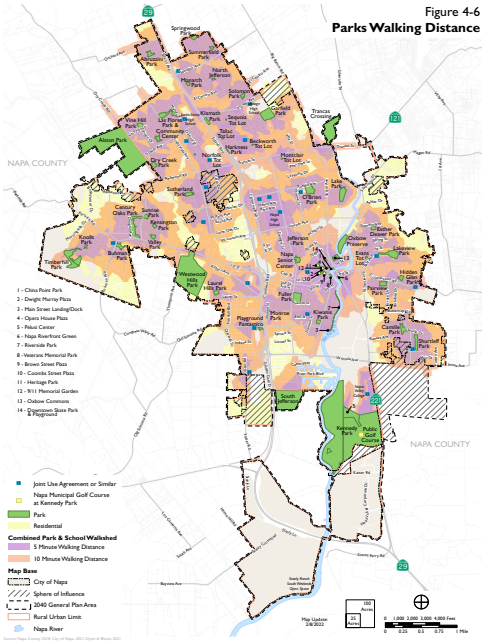
NAPA, CALIFORNIA
ADOPTED 2022

Link to adopted plan

Napa General Plan and EIR

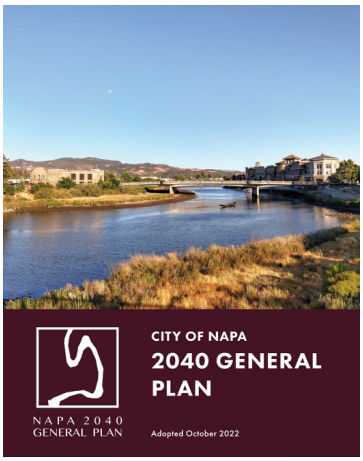
Napa is one of Northern California's signature cities, at the cultural and economic heart of the wine country. It is strategically located along the Napa River and set among one of California's most highly-valued agricultural and tourist regions, yet within easy reach of the greater metropolitan Bay Area. The city is home to established neighborhoods, a riverfront downtown that is a regional draw in its own right, and existing and expanding economic drivers, both related to the wine industry and otherwise.

The General Plan, adopted October 2022, maintains growth within the existing Rural Urban Limit, and promotes corridor revitalization, continued downtown development, riverfront orientation and open space development, and sustainable development patterns.











ST. HELENA, CALIFORNIA
ADOPTED 2019

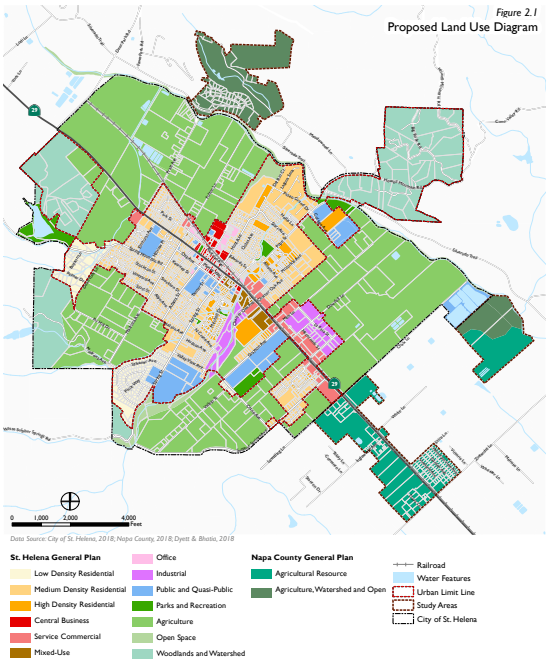
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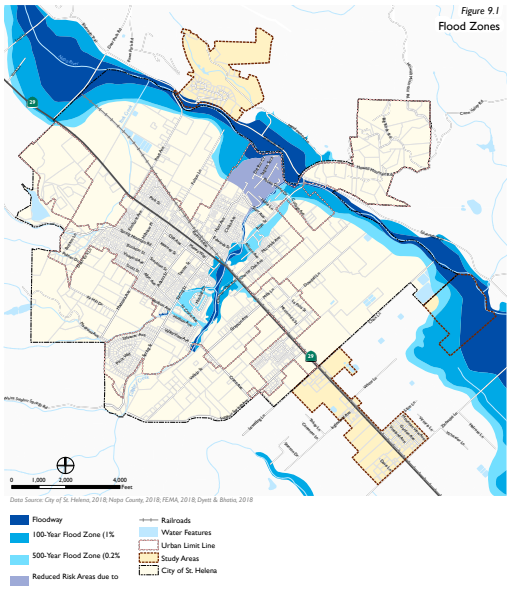
St. Helena General Plan and EIR

Located in the heart of Napa Valley, St. Helena is one of the Bay Area's most picturesque small towns, with a population of 6,200 and a land area of about five square miles. Dyett & Bhatia assisted the City with the completion of a targeted update to the General Plan, focused on incorporating policies to address new State requirements that have come into force since the plan was last updated and extending the horizon year of the plan. Issues central to the effort include growth management, economic development, historic resource preservation, public safety, and agricultural preservation. The effort also included preparation of an EIR and analysis of sensitive environmental resources and capacity constraints in areas outside the City limit where municipal services are provided.









DKS ASSOCIATES

DKS Associates provides specialized transportation planning, design, and engineering services to public agencies across the country. Firmwide, our staff includes 150 professionals with offices in Oakland, Sacramento, and Anaheim, CA; Portland and Salem, OR; Seattle, WA; and Austin, TX. Our professional staff members provide expert services in multimodal transportation analysis, planning, and engineering; intelligent transportation systems; corridor and intersection safety, pedestrian and bicycle planning and design, and transit planning and design.

DKS has led or supported numerous long-range transportation planning studies including county level transportation plans, corridor studies, and mobility elements of local comprehensive plans. We bring to these studies our full spectrum of services which range from public outreach through travel demand forecasting and traffic simulation to GIS and graphic design.

DKS staff are familiar with most of the travel demand models maintained by county transportation agencies in the Bay Area and Sacramento regions, including the Napa Solano Activity Based travel demand Model (Napa Solano ABM). DKS staff have applied the Napa Solano ABM for several projects including the most recent Napa General Plan update.

Project Examples

- **City of Napa General Plan Update, Napa, CA.** DKS analyzed the existing and future transportation network and needs in support of an update to the Transportation Element of the City's General Plan. DKS applied City's local travel demand model to assess traffic LOS effects and the Napa Solano Activity Based Model to assess VMT. DKS prepared a Transportation Impact Study that was incorporated into the environmental document (EIR) for the project.
- **City of Pacifica General Plan Update and Sharp Park Specific Plan, Pacifica, CA.** The general plan update for Pacifica took place in parallel with a Specific Plan for their downtown Sharp Park area. The analysis involved multimodal demand analysis, LOS calculation for roadway segments and intersections within the city, parking occupancy, and the creation of maps in GIS to visualize the analysis.
- **Dixon Streets Master Plan, Dixon, CA.** This study for the City of Dixon assessed long term roadway capacity needs based on the City's most recent General Plan update. DKS analyzed roadway cross section as well as intersection operational performance under general Plan buildout conditions. In addition, DKS recommended changes to the City's engineering design standards regarding service volumes.
- **Contra Costa County Transportation Action Plan Updates, CA.** The DKS role for these studies encompassed travel demand model application and performance metric development. The performance metrics used in this round of Action Plan updates have been expanded to address safety, equity, and sustainability, in addition to the more traditional roadway and intersection level of service metrics. For this project, DKS has prepared a set of land use inputs corresponding to MTC's Plan Bay Area 2050 and a set of baseline 2050 model outputs. These outputs have been used to forecast metrics, including VMT per service population, greenhouse gas emissions, intersection delay, and peak period travel times and speeds.
- **San Leandro Parking Analysis, San Leandro, CA.** For a private online grocery delivery business, DKS prepared a parking analysis to support the application for a parking code exception. DKS prepared a shared parking analysis, supported by primary data collection, to demonstrate the adequacy of the proposed parking supply.

ECONOMIC & PLANNING SYSTEMS

Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, and assessing local fiscal and economic impacts. Established in Berkeley in 1983, EPS has provided consulting services to hundreds of public- and private-sector clients throughout Northern California and the U.S. Our balanced portfolio of clients allows us to understand land use and development economics from a variety of perspectives. Areas of expertise include:

- Real Estate Market and Development Feasibility
- Developer Negotiations and Transaction Support
- Financing Public Infrastructure, Amenities and Services
- Fiscal and Economic Impact Analysis
- Public-Private Partnerships
- Land Use Planning and Growth Management
- Reuse, Revitalization, and Redevelopment
- Housing Development Feasibility and Policy

EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services. EPS has a deep understanding of policy formation at the local level and the need to incorporate perspectives from residents, property owners, developers, tenants, and other stakeholders. This experience is supported by an analytical approach that stresses rigor, transparency, and objectivity rather than advocacy, and one that seeks to engender the trust of clients and the public at large.

As a central part of its consulting practice, EPS has helped inform all aspects of planning the evolution, revitalization, and programing of small downtowns and other mixed-use commercial districts. Numerous projects have been completed for municipalities, developers, business associations, and property owners seeking to promote economic development, improve public infrastructure and amenities, and incentivize investment at strategic nodes and catalytic sites.

EPS also brings unique expertise with communities that have strong links to the tourist economy including substantial work in northern California's so-called "wine country". We understand the unique pressures faced by these communities, including balancing the needs of residents, visitors, and businesses, developing appropriate housing, and promoting economic diversity. We provide fine-grained analysis with results and recommendations that are tailored to local market and financial realities, unique physical and geographic considerations, and community driven policy objectives.

Project Examples

- **Napa Downtown Specific Plan and General Plan Update, Napa, California.** After decades of gradual decline and lack of investment, the City Napa sought strategies to help its historic downtown better capitalize on the cache of its location in the heart of the Napa Valley and "wine country". As part of the Downtown Specific Plan, EPS conducted market and feasibility analysis to identify and opportunity sites and develop realistic options to encourage redevelopment of underutilized properties with the goal of creating a more vibrant, mixed-use district. EPS also evaluated financing and implementation options to deliver public infrastructure and amenities. Guided by Specific Plan policies and implementation measures, Napa's Downtown has evolved into a successful visitor destination with new hotels, restaurants, mixed-use residential, and enlivened entertainment venues.

  Building on this success, EPS was subsequently retained by the City, as part of a team lead by Dyett & Bhatia, to provide economic analysis in support of the General Plan Update. With a growing tourist economy, the City's priorities for the General Plan had evolved to include opportunities for economic diversification, sustaining desirable employment prospects for residents, and strategic redevelopment within a largely built-out city. EPS completed an economic, demographic, and real estate profile that identified Napa's competitive attributes and positioning as well as challenges to sustainable long-term growth that might be addressed by the General Plan Update. While EPS gave special consideration to retail and visitor serving uses and their continued role in economic development, the analysis was expanded to include other emerging sectors such as health care and tech. The work culminated in an Economic Development Element with a focus on sustainable and equitable growth strategies to avoid an over reliance on tourism sectors.

- **Healdsburg Housing Policy and Implementation Services, Healdsburg, California**. The City of Healdsburg has been working to improve its supply of affordable and "missing middle" housing in the face of an ongoing shortage and continued increase in housing demand. While its highly appealing community attributes and a lively visitor-based economy have provided substantial economic and fiscal benefits, it has also caused housing price increases, further exacerbated by non-resident home ownership. Moreover, the City's voter-approved Growth Management Ordinance limited new housing construction to 30 units per year, severely constraining the addition of new market-rate housing.

  Over the last decade EPS has provided the City with a variety of services to develop policy and implementation measures to address housing shortages. Most notable, EPS led the team that prepared the 6th Cycle Housing Element, which was adopted by the City Council in May 2023 and Certified by HCD in June 2023. EPS drafted the City's original Inclusionary Zoning Ordinance, and subsequently provided revisions and updated the inclusionary housing in-lieu fees. Other efforts have included preparing revisions to the Growth Management Ordinance, identifying and forecasting new affordable housing funding sources, assessing opportunity sites, and assisting with negotiations for individual affordable housing projects. As a part of this work EPS has applied a range of supporting methods including quantitatively based housing needs assessment, financial feasibility analysis, and budget and economic forecasting.

- **Pacifica General Plan Update and Sharp Park Specific Plan, Pacifica, California.** As part of the General Plan Update, and a subsequent Specific Plan focused on its historic downtown, the City of Pacific sought to better understand opportunities to improve its economy and better leverage its coastline location 12 miles south of San Francisco. As a subconsultant to Dyett & Bhatia, EPS contributed to both the General Plan and Specific Plan efforts by evaluating market conditions, development opportunities, and public financing strategies. For the General Plan, which came first, EPS evaluated various strategies, such as "branding" and "place making," as well as the catalytic effect of a luxury or resort hotel, that would help the City to capture a growing share of the regional tourism market. The EPS analysis was used to assist community leaders develop policy choices and ultimately identify the historic Sharp Park neighborhood as a strategic location for further analysis.

  EPS provided more fine-grained analysis of market opportunities and economic feasibility to support the Sharp Park Specific Plan (approved in 2022). The EPS market analysis found that the historic Sharp Park neighborhood, adjacent to a popular public beach, presented opportunities for a more activated mixed-use environment that could draw both visitors and local residents. However, achieving its the full development potential faced market and feasibility challenges that would require a range of efforts on the part of the City, property owners, developers, and others to overcome. To support implementation of the plan objectives, EPS also prepared a strategic financing plan for targeted public and private investments designed to create a unique and cohesive sense of place.

- **Downtown Danville Real Estate Feasibility Assessment, Town of Danville, California.** Despite its affluent demographics, Downtown Danville's commercial sector was relatively small and locally oriented. But because the Downtown serves as a central gathering place, a source of community pride, and the primary commercial district in Town, the City sought to prioritize reinvestment to improve overall vibrancy.

  Danville retained EPS to evaluate potential zoning changes to spur new investment and development. EPS conducted market analysis and performed financial feasibility testing to identify potential development opportunities in the Downtown. The analysis revealed that historical low density development patterns had limited the broader market appeal of Downtown. Additional flexibility in allowable land uses, and development incentives that reduce project costs would likely incentivize investment. EPS also found that allowing ground-level service retail, office, and medical office (along with traditional retail) would improve feasibility, given stronger demand for these tenant types. In addition, the EPS study identified an opportunity for commercial condominiums suited for service retail and office users. Finally, the analysis showed that fee waiver incentives, like those used for historic preservation projects, and reduced parking ratios would improve project economics. Along with these recommendations, the study cautioned that the Town should weigh the benefits of changes to land use policy and/or the provision of incentives against potential secondary effects, such as potential impacts on parking availability.

BOTTOMLEY DESIGN & PLANNING

Bottomley Design & Planning (BDP) is an urban design and city planning firm specializing in pedestrian- and transit-oriented development planning and capital improvements. Work products include land use and development master plans, regulatory/zoning standards, design and development guidelines, and detailed designs and construction drawings for streets and public spaces. All BDP work is related to infill development in existing cities and towns, and promotes TOD, complete street, and green street design principles. Plans typically include traffic/circulation and capital improvements components, as well as streetscape designs and concept land use and development plans, diagrams, and 3D illustrations.

Recent projects completed with Dyett & Bhatia include the Sonoma Developmental Center Specific Plan, Union City BART Area Specific Plan, Belmont Village Specific Plan, Redwood City El Camino Real PDA Plan, and Winchester Boulevard/Stevens Creek Boulevard urban village plan for San Jose. Other recent projects include the Newark Old Town Specific Plan/Thornton Avenue Redesign, Mountain View Downtown Transit Center Master Plan, Millbrae Downtown/El Camino Real Specific Plan, East Santa Clara Street urban village plan for San Jose, and the Bayhill Specific Plan for San Bruno.

Project Examples

- **Downtown Napa Riverfront, Napa CA.** Responsibility: Prime Consultant. Infill development prototypes, land use/development standards, design guidelines, site plans and schematic designs for capital improvements in the Downtown Reach of the Napa River Flood Protection Project (FPP). These improvements included three new bridges, an 8-acre river bypass channel/park, 2 miles of public access trails that include a riverfront promenade, and renovation of Veterans Park, a river-edge community green. The work involved a series of ongoing public workshops, and coordination with City departments, the Napa County Flood Control District, Army Corps of Engineers, two community design advisory panels, and four engineering firms, The overall goal of the work was a vision and consensus on capital improvements, development of adjacent private properties, architectural design character, and design interrelationships of the FPP's major design elements. Awards to-date include the 2010 Award of Excellence from the California Redevelopment Association and the 2009 Public Works Project of the Year Award from the American Public Works Association.

  Additional projects completed for the City of Napa include the Soscol Avenue Corridor & Downtown Riverfront Development & Design Guidelines, Downtown Riverfront Urban Design Master Plan, Napa River Parkway Master Plan, Tannery Bend Development & Design Guidelines, Riverside Drive Vision Plan, and the Downtown Plaza Corridor Master Plan.

- **Latham Square, Oakland CA.** Responsibility: Lead Consultant. Existing conditions analysis, concept alternatives, community and staff design/workshop process, 3D modeling, and construction documents and support for reconfiguration of the intersection of Telegraph Avenue and Broadway in Downtown Oakland. Project includes intersection reconfiguration, traffic calming, and plaza expansion within a National Register Historic District. The project links the landmark Rotunda and Cathedral buildings with the thriving Uptown District and Oakland City Hall. Design elements include restoration of the 1913 Latham Fountain, brick and stone replacement paving, rain garden planters, a range of seating options, programmable specialty lighting, and historic/art panel installations. A series of community, staff steering committee, and public meetings and hearings were conducted to evaluate options, trade-offs, and materials recommendations. BDP prepared the construction documents in conjunction with Kimley Horn & Associates, Inc., civil and traffic engineers, and a team of specialty subconsultants. Construction completed summer 2016.
- **Downtown Brentwood Streetscape Master Plan & Improvements, Brentwood CA.** Responsibility: Prime consultant for master plan, subconsultant landscape architect for construction documents. Work included existing conditions analysis, concept alternatives, community meeting process, and detailed design recommendations and phasing plan for a 10-block, pedestrian-oriented downtown commercial district. Principal elements include conversion of angle to parallel parking in order to widen sidewalks from 10 to 20 feet, definition of downtown gateway locations, traffic calming and pedestrian safety improvements, and linkage to a new Downtown civic center complex. A series of community, staff steering committee, and public hearing meetings were conducted to evaluate options, trade-offs, and materials recommendations. BDP prepared streetscape construction plans as a subconsultant to Carlson, Barbee & Gibson; construction completed in Spring 2012.



Project Area Rendering



Completed Project from Above

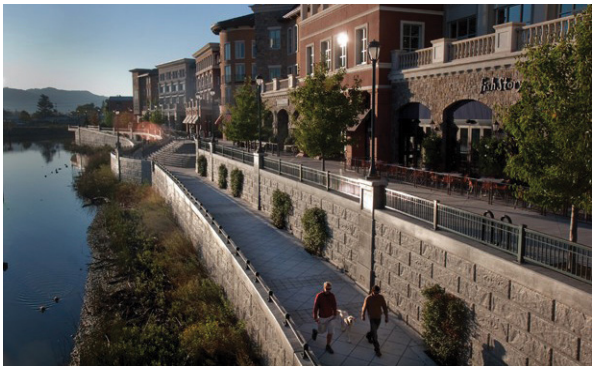




Infill development



Veterans Park



Riverfront Promenade

Downtown Riverfront Urban Design Master Plan

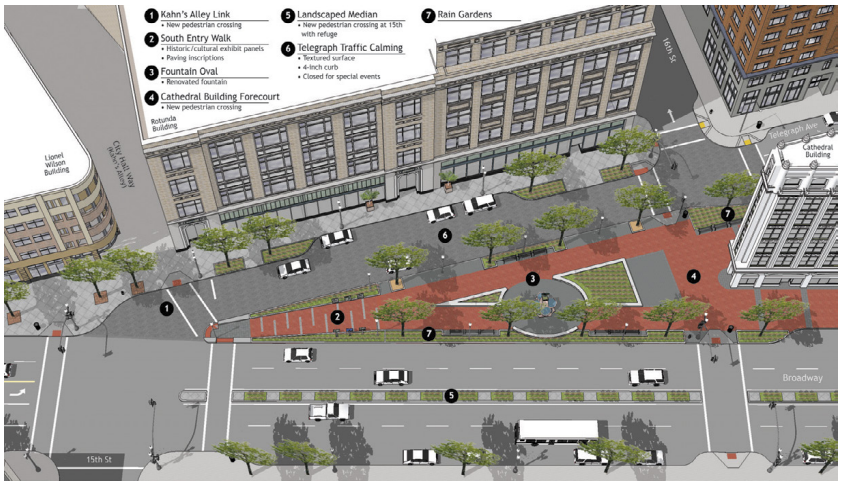
Napa, California

Description: Community visioning, site planning, and schematic design plans for the downtown reach of the Napa River Flood Protection Project. Improvements include river-oriented mixed-use development, three new bridges, an 8-acre river bypass channel/park, 2 miles of public access trails including a riverfront promenade, and reconstruction of a river-edge community green. The work involved a series of community workshops, coordination with City departments, the Napa County Flood Control District, US Army Corps of Engineers, bridge engineering firms and community design advisory panels, and ongoing design and development review. Work products included the Downtown Riverfront Design and Development Guidelines, Downtown Riverfront Urban Design Master Plan, and Napa River Parkway Master Plan. The still-underway riverfront revitalization effort has received the 2010 Award of Excellence from the California Redevelopment Association, and the 2009 Public Works Project of the Year Award from the American Public Works Association.

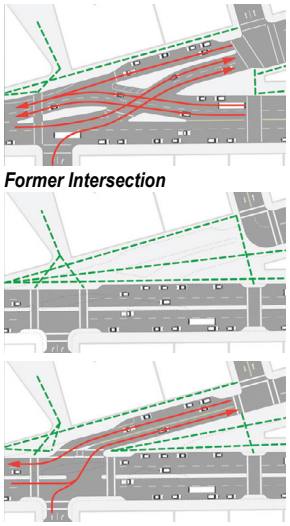
Client: City of Napa



View South of Plaza and Restored Fountain



Final Design Concept



Former Intersection

Reconfiguration Options

Latham Square
Oakland, California

Description: Services included existing conditions analysis, concept alternatives, community meeting and staff design workshop process, detailed design/3D modeling, and construction plans for the intersection of Telegraph Avenue and Broadway in Downtown Oakland. The project focused on creating a 22,000 square-foot plaza at the center of a National Register Historic District, linking the adjacent landmark Rotunda and Cathedral Buildings with the thriving Uptown district and the Oakland Civic Center. Specific design elements include restoration of the 1913 Latham Fountain, brick and stone paving, rain garden planters, a mix of seating options, programmed string lighting effects, and historic/art panel installations. A series of community, staff steering committee, and public hearing meetings were conducted to evaluate options, trade-offs, and materials recommendations. BDP prepared streetscape construction plans in conjunction with Kimley Horn & Associates, Inc., civil and traffic engineers, and a team of specialty subconsultants; construction completed 2016.



View from corner of First and Oak Streets





Oak Street - Angle parking prior to sidewalk widening



Sidewalk Widening to 20' - Typical



View along First and Oak Streets

Downtown Brentwood Streetscape Master Plan / Improvements

Brentwood, California

Description: Existing conditions analysis, to-scale concept alternatives, community meeting process, and detailed streetscape improvement recommendations and phasing plan for a 10-block, pedestrian-oriented downtown commercial district. Principal elements include conversion of angle to parallel parking to widen sidewalks from 10 to 20 feet, definition of downtown gateway locations, traffic calming and pedestrian safety improvements, and coordination with design and construction of a downtown civic center complex. A series of community, staff steering committee, and public hearing meetings were conducted to evaluate options, trade-offs, and to determine block-by-block sidewalk improvements and materials recommendations. BDP prepared streetscape construction plans for the $5.5M first phase project as a subconsultant to Carlson, Barbee & Gibson; construction was completed in 2012.

Client: City of Brentwood

WEST YOST

West Yost is a consulting engineering firm that was founded in 1990. Our focus is exclusively water, recycled water, wastewater, groundwater, and stormwater. We provide planning, design, construction management, and program management services in these areas.

Headquartered in Davis, California, West Yost operates from 10 offices and has a team of more than 200 dedicated professionals. Our staff comprises certified or registered experts in various fields, including chemical, civil, control systems, electrical, environmental, and mechanical engineering, as well as wastewater treatment and regulatory compliance. We also have specialists in geology, engineering geology, hydrogeology, architecture, GIS, control systems, cybersecurity, risk management, asset management, condition assessment, project management, and construction management and inspection services.

West Yost is dedicated to providing exceptional client service and producing high-value solutions. We build trust and long-term client relationships through proactive communication. West Yost's proactive approach to project management enables us to provide responsive service and deliver work products that exceed the expectations of our clients.

West Yost has provided General Plan support for the following agencies:

- City of American Canyon
- City of Brentwood
- City of Ceres
- City of Millbrae
- City of Milpitas
- City of Dixon
- City of St. Helena
- City of Lathrop
- City of Napa
- City of Manteca
- City of Sacramento
- City of San Marcos
- City of Santa Rosa
- City of Stockton
- County of Sutter
- City of Turlock
- City of Vacaville

West Yost has provided services as part of Dyett & Bhatia's team on several projects:

- City of Pleasanton Downtown Specific Plan Water Supply Assessment
- City of Sacramento 2040 General Plan Update
- City of Ceres General Plan Update
- City of Dixon General Plan Update
- City of Fairfield General Plan Update
- City of Fairfield Multi-Modal Rail Station
- City of Lodi General Plan Update Infrastructure Analysis
- City of Napa General Plan Update
- City of Turlock General Plan Update

West Yost has worked with the City of St. Helena since 2004 on more than 10 projects. Our current/recent projects include:

- Louis Stralla Water Treatment Plant Condition Assessment
- Clearwell & Tank 1A Rehabilitation
- Recycled Water Facilities Plan
- Safe Yield Estimate and Water Neutrality Policy

Past projects with the City include:

- Engineering Support for Water Rights
- General Plan Update Environmental Impact Report
- Stonebridge Wells Water Treatment Plant Filter Restoration
- Potable Water Storage Tank 1A Design and Construction Management Services
- Tank 1A Engineering Services During Construction
- Water Conservation Assistance
- 2003 Urban Water Management Plan
- Water Enterprise Services
- Wastewater Treatment and Reclamation Plant Upgrades and Water Recycling Project Design

Project Examples

- General Plan Update and Ongoing Support, City of Dixon, CA. As a subconsultant to Dyett & Bhatia, from 2015 to 2021, West Yost provided infrastructure support for City's General Plan Update (GPU). Support included potable water, sewer collection systems, wastewater treatment, and storm drainage and flood control. West Yost prepared a background report, identified infrastructure requirements and costs for GPU land use alternatives and for the preferred land use plan, and supported of the GPU

Environmental Impact Report. The City adopted the GPU in May 2021.

West Yost prepared the City's Storm Drain Report (SDR) in 1999, and has since been providing stormwater services to the City. The SDR included delineating the City into eight watersheds, developing computer drainage models for four of the watersheds, and planning and sizing the required infrastructure to address existing drainage problems and to support the future buildout of the City. The planning work has included close coordination with the downstream agricultural drainage agencies to identify drainage projects that maximized the benefit to the City and the downstream agencies while limiting the project costs. From this project, West Yost prepared the Dixon Regional Watershed Management Plan, which identifies three regional drainage projects. Two of the projects were designed by West Yost and have been constructed. West Yost is currently preparing an update of the SDR based on the new General Plan. West Yost is currently providing stormwater development support to the City to identify specific infrastructure and timing of the infrastructure for specific development projects.

In addition, West Yost prepared the City's Water Master Plan and an update to the Water Master Plan. The updated plan identified the major infrastructure needed to support the GPU, including new wells, water tanks, and water transmission mains. West Yost is currently providing water system development support to the City to identify infrastructure requirements and timing of the infrastructure for specific development projects.

- **General Plan Update, City of Sacramento, CA.** As a subconsultant to Dyett & Bhatia, West Yost prepared updates of the Background Report from the 2035 General Plan Update (GPU) for the 2040 GPU Domestic Water and Water Supply, Storm Drainage, Sewer and Wastewater Treatment sections. West Yost also provided support for Green House Gas Reduction opportunities related to these wet utilities. West Yost reviewed and commented on the GPU policies prepared by Dyett & Bhatia. We prepared a Technical Memorandum (TM) that summarized the estimated water demands for existing conditions, buildout of the current General Plan, and a base GPU land use alternative. For the GPU Environmental Impact Report, we prepared a Storm Drainage TM and Sewer/Wastewater TM to identify potential impacts of the GPU and recommended actions to reduce the impact to an insignificant level.

  The storm drainage TM provided estimated relative increases in peak storm water flows and volumes resulting from the current General Plan growth and from the GPU preferred land use plan growth. We provided a brief, qualitative discussion comparing up to two other land use alternatives with the preferred land use plan. We identified General Plan policies that address the increased runoff rates and volumes.

  Similarly, West Yost prepared a TM for sewer/wastewater treatment. The TM estimated the average dry weather flow (ADWF) and the peak wet weather flow (PWWF) for existing conditions, buildout of the current General Plan, and the GPU preferred land use plan. We compared the ADWFs and PWWFs and identified significant changes from the current General Plan with the updated General Plan. We provided a brief, qualitative discussion comparing up to two other land use alternatives with the preferred land use plan. We identified General Plan policies that can address changes in the ADWFs and PWWFs.

- **General Plan Update, City of Napa, CA.** As a subconsultant to Dyett & Bhatia, West Yost provided infrastructure support for the update of the Napa General Plan. West Yost conducted brief, qualitative evaluations of the existing water supply/water treatment/water distribution, sewer/wastewater treatment, and stormwater/flood control facilities. This evaluation was based on information provided in existing water, wastewater, and stormwater master plan documents, supplemented with discussions with City and Napa Sanitation District (NSD) staff.

  In addition, West Yost provided preliminary, comparison-level utility plans for each infrastructure system for the preferred land use plan. These plans included major infrastructure cost estimates.

  West Yost reviewed the draft General Plan Update (GPU) infrastructure-related goals and policies document and provided a draft and final comment technical memorandum (TM). West Yost provided the peer review and comments on the Draft Environmental Impact Report (EIR) Hydrology and Public Utilities sections of the EIR for the GPU. The team identified additional potential impacts and recommend mitigation measures to reduce the impacts to a less than significant level.

2 APPROACH AND SCOPE OF WORK

In this chapter we first present our project understanding and approach to key topics, followed by the scope of work.

2.1 PROJECT UNDERSTANDING AND APPROACH

PROJECT OBJECTIVES

St. Helena Downtown is one of Bay Area's most charming, with well-preserved old buildings, and numerous shops and galleries to linger and enjoy on a stroll, particularly along the traditional Main Street. Adjacent streets also have some stores, as well as galleries, offices, and dining establishments. Within a block or two of the Main Street are also banks and offices with large parking lots, with possibilities of redevelopment to contribute to contribute to Downtown vitality.

As the sole downtown in the valley between the northernmost Calistoga and Napa at the southern end, and located in the heart of one of the world's most famous wine regions, shops in downtown—such as upscale boutiques, gift shops, dining establishments, and galleries—cater largely to visitors, although there is also a grocery store (Sunshine Market) and a supermarket (Safeway) as well as banks and other services for locals.

As the pandemic fades, Downtown has seen a drop in vacancies, with very few available retail spaces, particularly along the sought-after, roughly three-block National Historic Register Main Street stretch. Stores such as Tweed and Vine and Elyse Walker have reshuffled their locations and renewed their commitments to downtown. NO|MA, Houtskool Dumplings, Ray Ray's Tacos, Pizza Station, and Orion Swift and JCB tasting rooms—all along Main Street—as well as Charlie's Place along Railroad Avenue will bolster the current somewhat limited dining/tasting options, and help widen Downtown's commercial base.

KEY OBJECTIVES

The RFP outlines the Specific Plan objectives clearly. The City is looking to:

- Prepare a Specific Plan to strengthen Downtown's identity as epicenter of food and wine culture, promote additional dining options, and enhance Downtown's visual and other "sensory" qualities. Ensure that new development is cohesive and in keeping with Downtown's exceptional character and presence of historic resources.
- Enhance the public realm – including through streetscapes, potential Main Street sidewalk widening for outdoor dining, public gathering spaces including accommodating larger gatherings at Lyman Park, and possibilities for temporal street closures and activating alleyways.
- Outline Possibilities for the five catalytic sites, as well as other opportunities such as banks with parking lots taking prime real estate, with considerations of Downtown vibrancy, fiscal sustainability and ability to pay for improvements, and realize potential for City Hall relocation to the Adams/Library Lane site.
- Ensure that parking supply matches demand, land use and roadway configuration changes are fully analyzed, and need for infrastructure reflected and incorporated.
- Ensure that the Specific Plan is thorough and detailed, with clear policies and design standards that fully reflect community priorities and City needs.
- Conduct environmental review to address the planned changes, so implementation can be streamlined and without need to conduct project-by-project analysis.
- Engage the community, property owners, decision-makers and others to ensure that the plan reflects community priorities and results in successful implementation.

KEY CONSIDERATIONS

Land Use/Mixes/Possibilities for the Key Sites; Local vs. Visitor-Serving Uses

This will be a key issue, that will also garner significant community interest. While the community is generally supportive of housing as well as affordable housing (and portions of some of the key sites are designated for affordable housing in the City's Housing Element), there are divergent views on local vs. visitor-serving uses. In particular designations that permit new hotels or for the City to pursue hotel uses on the Former City Hall or the Old City Hall sites (along Main Street and Railroad Avenue) has the potential to be controversial, requiring sensitive community outreach and discussion framing. This issue was one of the hot topics in the City of Napa General Plan that we recently prepared, and which we were able to successfully resolve. The community has a history of being "anti-growth" and "anti-

hotel". However, according to City staff, the community open houses in October for the proposed resort at the Krug Winery did not receive significant blow back or rejection. Recently (2023) the City has been intentionally communicating a narrative to residents that getting out of our fiscal crisis will involve many tools, one of them being allowing at least two more hotels to bring in needed transient occupancy taxes (TOTs) to balance the budget.

Similarly, we would need to explore if the community supports more active nightlife downtown and thus encourage more bars and restaurants with extended hours – this is an issue we have encountered in many previous downtown planning efforts, and resolved through listening to community concerns and intelligent land use planning and zoning.

Adams/Library Lane Site/New City Hall

According to City staff, the Adams/Library Lane City-owned site has been mired by controversy/lack of consistent vision for a long time. The overall visioning process for the Specific Plan early on should include discussion of what this five-acre site should be, in addition to a small portion as housing as identified in the Housing Element. The City is currently leasing the City Hall site on College Avenue from Napa Valley College. Due to higher priority funding needs and current fiscal challenges, City staff does not see the City building a new City Hall in the next 10 years. However, hotels can be part of the strategy to generate revenue to enhance the City's bonding capacity to proceed with City Hall plans in a shorter time frame.

Market Demand and Fiscal Sustainability

This is related to the previous topics. Given St. Helena's strategic and desirable location, there is likely to be continued demand for most of the uses likely under consideration for the key sites in the Specific Plan. There are currently few retail vacancies, and if the desire is to diversify the retail and dining offerings, the principal issue will be how to provide these spaces more affordably. Thus, our scope includes financial-feasibility analysis of development on key sites. From the City fiscal perspective, and the ability to support improvements and a potentially new City Hall on the Adam/Library Lane site, it is likely that TOTs from hotel uses would need to part of feasibility considerations. Fiscal evaluation of various land use outcomes and assessment of costs required for streetscape and other improvements will help inform community discussion and decision-maker direction.

Sidewalk Widening/Parking

Widening Main Street sidewalks to promote outdoor dining by removing parking alongside is one of the principal ULI TAP report recommendations. Removing a median that exists in stretches and left turn pockets may also provide additional space for widenings. While promoting more active street life is a desirable objective, the number of dining establishments fronting Main Street is currently small, although more eating and drinking establishments may seek to locate if this proves successful. Sidewalks can also be widened in pockets to provide outdoor dining space, while providing pullover loading and limited on-street parking. Our scope of work includes development of a detailed streetscape plan the Main Street in three dimensions using Sketch Up, with details on sidewalk widths, parking, and street furnishings, by Bottomley Associates, streetscape design experts, in addition to gateway treatments, as well strategies related to Hunt Avenue temporal or partial closure, open spaces, alleyways and plazas and community gathering spaces.

Former City Hall/Lyman Park

St. Helena lacks public gathering spaces the size of other North Bay downtowns, such as plazas of Windsor, Healdsburg, Sonoma, or Santa Rosa, although St. Helena is by far a much smaller town. Clearly, with the gazebo location and the presence of some trees in sightlines, the park does not easily lend itself to outdoor events like concerts. The park is also on the smaller side for such activities (about one acre, compared to say 4.5 acres for Windsor Town Square, which has summer concerts). Using industry rule of thumb, the one acre park can probably accommodate about 300 to 350 people, even if the space were a lawn with no trees. Through intelligent planning of Key Site 1 (Old City Hall on Main Street) to the north of the park, including potentially removing the internal road, the park size could probably be increased by 50% without sacrificing building area. Both the (redeveloped) City Hall and redeveloped office buildings to the south of the park could also be designed with dining establishments, especially along portions closer to Main Street, with ample outdoor dining spaces overlooking the open space, that would also activate this portion of Main Street without interfering with Main Street traffic flow.

Water Supply/Infrastructure

Water supply and use is another hot button community issue in St. Helena, and there are also infrastructure constraints in Downtown. Our team includes West Yost, who bring familiarity with St. Helena and have worked with us on multiple projects—including recently for the City for Napa, from which St. Helena purchases some water—to help thoroughly analyze and cost infrastructure improvements.

Future Traffic Operations

Our scope of work includes evaluation of future traffic conditions with projected additional (additional to General Plan) growth, with a focus on 13 intersections – seven within downtown and six additional key ones. Rather than simply running the future land use projections as they exist by default in the Napa Solano transportation model (which would not realistically reflect future land uses), this would require us to update the land use projections in the General Plan by traffic analysis zones (TAZs) with changes resulting from the Housing Element sites and additional Specific Plan growth. With our understanding of General Plan growth projections and strong in-house geographic information systems (GIS) capabilities, we will be able to efficiently carry out this work.

Appropriate Level of Environmental Review

Because General Plan and zoning map amendments would be needed, and growth projections would exceed what was contemplated in the General Plan, environmental review for the project will be needed. Furthermore, the General Plan EIR had significant unavoidable impacts for Air Quality; Energy, Greenhouse Gases, and Climate Change; and Transportation (as well as Agricultural Resources), and regardless of what environmental document is settled upon, these topics will need to be analyzed in detail.

There is no way to do a "Mitigated Neg Dec" for significant unavoidable impacts. However, we believe that an EIR Addendum, focused on significant and unavoidable impacts of the General Plan EIR is likely to suffice, should no new significant and unavoidable impacts result. In addition to the topics listed in the previous paragraph, the EIR would also update the Land Use, Population, and Housing section. Should new impacts result, a Supplemental EIR may be appropriate; the basic effort of the two would be similar, however, the Supplemental EIR will require public noticing (preparation of a NOP, scoping meeting, circulation of Draft EIR, and preparation and certification of the Final EIR, which would add to the cost), and likely use of vehicle miles traveled (VMT) for traffic analysis, rather than level of service (LOS), which was used for the General Plan EIR (the General Plan EIR reported VMT for informational purposed). Our scope includes preparation of both LOS and VMT analysis, which would provide flexibility for the environmental approach.

As D&B (with Principal Andrew Hill) prepared the General Plan EIR, D&B can carry out this task efficiently.

OUR APPROACH

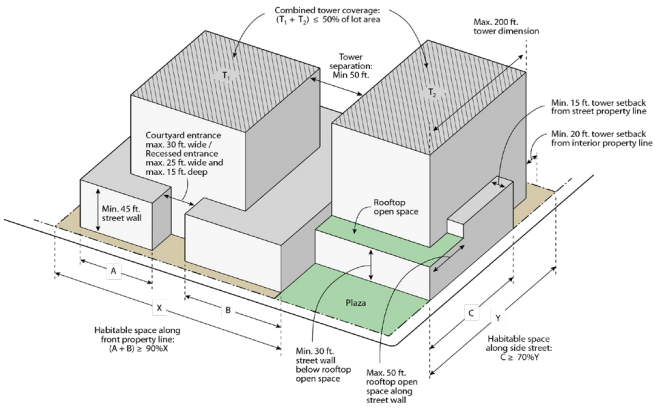
Dyett & Bhatia specializes in specific plans, general plans, and zoning work. Over the years, we have honed processes and methods to deliver the highest quality of products, on time and budget, and to provide value to our clients by leveraging our exceptional experience with similar work for Bay Area cities and throughout the western United States.

Key aspects of our overall strategy and approach to assignments include:

Emphasizing Implementation

At Dyett & Bhatia we truly believe that implementation is an integral part of the planning process, not an afterthought. This will be critical to ensure that the planning amendments have the desired result, that they do not just represent "shelf-art" but rather serve as an effective tool for city-building by programming public improvements and guiding private development. Our considerable experience writing zoning and development regulations informs practical policy formulation and code drafting to effectively achieve community goals.

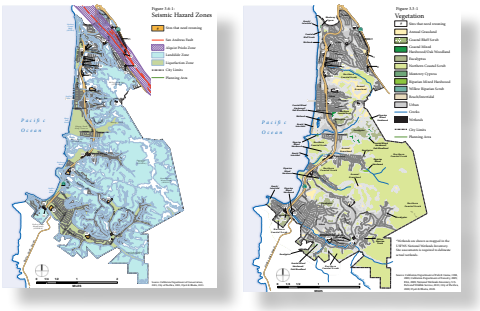
Dyett & Bhatia brings extraordinary experience in writing zoning, shaping some of the most vibrant downtowns across the country, including Portland, San Diego, and Chicago, to smaller North Bay downtowns. Our scope of work includes preparation on new design and development regulations, reflecting community and stakeholder input, that lead to real results on the ground, provide certainty in the development process, reduce staff development burden, and ensure transparency and fairness.



At Dyett & Bhatia we mix Euclidean, form-based, and performance-based zoning to best meet a project's objectives. Zoning should be easy to understand and implement, balance flexibility and certainty, and lead to positive on-the-ground results. Zoning done in concert with specific plans opens possibilities of applying controls areawide, to a district or a corridor, or to specific uses and building types. These need to be thoughtfully explored and applied, while avoiding unnecessary complexity. Parking regulations would need to be developed in synchrony with the parking study. We would also seek to leverage the City's recently completed zoning regulations. Ensuring that the regulatory framework is streamlined, and design and development regulations provide certainty while promoting vibrant, livable environments will be a key component of the process.

Integrated Planning and Environmental Review

Dyett & Bhatia has led EIRs on more than a dozen specific plans in the Bay Area, as described in the firm qualifications. Dyett & Bhatia also prepared the St. Helena General Plan EIR, and is thus intimately familiar with it. Because several impacts in that EIR were significant and unavoidable, a Negative Declaration for the Specific Plan will not suffice, as per the California Environmental Quality Act (CEQA). Our base scope and budget assume an Addendum to the General Plan EIR, as permitted under CEQA. This would include a thorough transportation analysis, using updated citywide land use projections and using the new Napa Solano Activity Based Model (which DKS and D&B recently used for the City of Napa General Plan), updating greenhouse gases, energy, air quality, land use, and population and housing analysis; and reviewing other sections to ensure adequacy. We will also consult with City staff on water supply issues, which can be significant in St. Helena. Specific Plan policy development and environmental impact assessment will be conducted in parallel; as environmental impacts are identified, Plan policies will be developed to mitigate these impacts, resulting in a "self-mitigating" plan. The process will also minimize the environmental review required for the evaluation of future development projects that are consistent with the Specific Plan.



Pacifica GP and SP EIR Mapping

Quality Control

Dyett & Bhatia will have overall responsibility for all products. D&B will review and comment on products by sub-consultants, and sub-consultants shall revise their products, prior to submittal to City staff or incorporation in larger documents. This will ensure that City staff review time is spent efficiently and work by different team members is fully integrated prior to review.

COMMUNITY ENGAGEMENT

The City of St. Helena has established community engagement as a priority for the project. A plan is only successful if it reflects the aspirations and priorities of the community. To be effective, the community engagement strategy must provide meaningful opportunities for input and be outcome driven in order to inspire confidence and rally the community around the adopted plan. Drawing on our award-winning outreach experience, Dyett & Bhatia will collaborate with City staff to develop and implement a creative community engagement strategy that generates input from a wide range of voices in the community. Community workshops, stakeholder meetings, online survey, and other tools will bring people into the process and give each person an opportunity to share opinions and provide feedback.

This section outlines Dyett & Bhatia's approach to community outreach and participation, and provides an overview of program components. Note, however, that the program is preliminary and adaptable. We look forward to working with City staff to refine this program to best address the particular needs of this project. Our approach emphasizes engaging participants in positive and productive dialogue to collaboratively develop a shared vision in the community's own voice.





PROJECT BRANDING AND LOGO

To set the foundation for the community engagement effort and project-related materials (print and digital), we will design a logo and branding to uniquely identify the Downtown Specific Plan. The logo will be used on all project documents and outreach materials.

PROJECT WEBSITE/NOTIFICATIONS

The website will provide background and meeting information, reports, and maps related to the project, and will be kept up to date throughout the project. As example of website used by D&B for a specific plan, see link. The website will also include an email signup feature to get on the project email list. Email notifications will be sent out at four key stages in the process and to announce community workshops (we can provide the project email list to staff to send out additional notifications).

COMMUNITY WORKSHOPS/OPEN HOUSE (4)

Our work program includes four workshops at three stages in the process: during initial issue identification, when alternatives are evaluated, and following preparation of a Draft Plan (typically conducted as an "open house"). Workshops will be designed to be fun, educational, and inclusive, giving community members the opportunity to learn about the process, make informed choices, and see how the plan responds to their input. We will work with staff to design the workshops in a way that is most responsive to community needs—especially with regards to time of day, location, and accessibility. All workshop results will be summarized and made available on the project website; we want community members to know that their input has been recorded and is being considered in the planning process. Workshops are assumed to be in person; if desired, one or more workshops can be conducted virtually.

COMMUNITY SURVEY

Knowing that many residents lead busy lives and may not be able to set aside time to participate in person, we will design and disseminate an online survey to complement workshops and give people the opportunity to participate in the process on their own time. The user-friendly survey will integrate maps and images with a range of question types to encourage participants to engage with, comment directly on, and rate according to their preferences and priorities.

STAKEHOLDER MEETINGS

At the outset of the project, six to eight small group (two or three people) meetings will be held with representative members of the community and decision-makers to understand salient issues and concerns in a candid setting. These would be virtual or planned as in-person over one day at City Hall or another convenient location.





COMMUNITY GROUPS (4-6)

Our Community Engagement Strategy includes time for small group meetings with residents, business owners, community leaders and other stakeholders. These are expected to be largely virtual. Additional meetings could be done by staff or added to our scope if desired and if budget permits.

DOWNTOWN STEERING COMMITTEE (DTSC) MEETINGS (4)

We will work closely with the DTSC throughout the process, relying on them to review vision and key strategies, help guide policy directions, and provide recommendations to decision-makers at critical junctures. We would expect most of these meetings to be virtual.

PLANNING COMMISSION AND CITY COUNCIL MEETINGS AND HEARINGS (5; IN PERSON) AND OTHER COMMISSIONS (5; VIRTUAL)

Decision-makers will be involved at key stages in the process, to receive community feedback, provide input and direction, and ensure there are no surprises at the end of the process. One joint Planning Commission/ City Council Meeting, two Planning Commission meetings, and two City Council meetings are budgeted, as well as five additional (virtual, time-certain) meetings with other commissions.









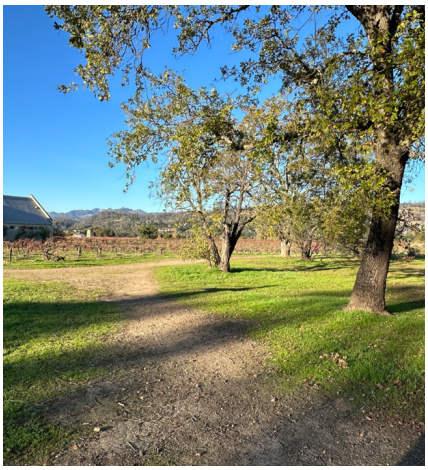
St. Helena Downtown is one of Bay Area's most charming, with well-preserved old buildings, and numerous shops and galleries to linger and enjoy on a stroll, particularly along the traditional Main Street

















Key opportunity sites, labeled as 1-5 as in the RFP: (1) Old City Hall, redevelopment of which could be reorganized to remove internal road and add acreage to Lyman Park (2) Former City Hall (3) Adams/Library Lane, which has been mired in controversy for a long time and can potentially accommodate a new City Hall (4) Vacant Catholic School along Oak Avenue, and (5) Bank of America









A key component of the project will be enhancing the public realm including through streetscape improvement, potential Main Street sidewalk widening for outdoor dining, and possibilities for temporal street closures and activating alleyways





In addition to the key sites, there are other development opportunities, including along Main Street and banks and older office buildings on side streets, and opportunities to extend Downtown's energy to beyond Main Street





Lyman Park could be expanded through intelligent planning of Old City Hall to refurbished for events and concerts, with new uses to the south and north with ample outdoor dining spaces overlooking the open space

2.2 SCOPE OF WORK

This section outlines the scope of work for the project.. Meetings and products are summarized at the end of each task.

The task-by-task descriptions that follow present our approach to data collection, alternatives analysis, policy formulation and preparation of the documents. Each task description includes a purpose statement at the beginning.

The team for the project consists of:

- D&B: Dyett & Bhatia, Prime Consultant
- DKS: DKS Associates, Transportation Planners and Engineers
- BDP: Bottomley Design and Planning, Landscape Architects
- EPS: Economic & Planning Systems, Economic Consultants
- WY: West Yost, Civil Engineers

PHASE 1 – PROJECT COMMENCEMENT

Objective: Complete introductory and information gathering tasks. Ongoing project management.

Task 1.1 – Information Gathering

The consultant shall review and collect existing information about the study area. Primary sources of information are the General Plan, the General Plan EIR, and appendices, Renaissance Plan, Cultivate St. Helena streetscape plan, ULI TAP report, Money Way study, Main Street Commercial National Register listing, Economic Strategy Plan (2021) SHAPE report, Surplus Lands Act staff reports and Retail Analysis (2018). The Consultant shall also review the recently adopted Zoning Code and Housing Element Update. In addition, the consultant will work with other City departments, such as Public Works, for relevant infrastructure plans and standards. City staff will also provide information on current development projects. The selected consultant will review and use this information, and submit any data requests needs to City staff, to develop the Plan.

Task 1.2 – Kick-off Meeting with Key City Staff and Consultant

The consultant(s) and City staff will meet to review and finalize the work scope and project schedule. The meeting will include a discussion of project goals, opportunities and constraints, provision of relevant background information and documents for the existing conditions analysis, arrangement of informational meetings with relevant City staff members, development of the community engagement program, and project management.

Deliverables/Meetings:

- Project commencement meeting with City staff
- Detailed project schedule including meetings with community and DTSC, key deliverables, public review periods and adoption hearings. Project schedule for the CEQA and detailed milestones should be represented conconcurrently with Specific Plan process.
- Memorandum summarizing the meeting

Task 1.3 – Community Engagement Strategy

The City of St. Helena values input from our community and advocates community engagement throughout the planning process of any strategic plans. The Comprehensive Zoning Code update included robust outreach and stakeholder participation. For the Specific Plan, staff anticipates a more focused approach, with a proposed Downtown Steering Committee (DTSC) and more participation by City committees and commissions, such as the Parks and Recreation Commission, the Active Transportation and Sustainability Committee, the Planning Commission, and City Council. In addition, consultants can expect to work with staff to schedule regular check-ins with Subcommittee throughout the Plan process. With assistance from City staff, the consultant will develop an engagement strategy, which will focus on engaging key business owners, property owners, and residents, as well as check-in at project milestones with St. Helena committees and commissions. The consultant team shall consider community outreach strategies and methods, including online surveys.

The main goals of the community engagement strategy will be to:

- Engage the Downtown Steering Committee (DTSC) representing a wide range of community stakeholders
- Provide information to the DTSC and broader community regarding what is a Specific Plan and how it is different than prior studies such as Renaissance Plan.
- Invite input on features of the existing City policies and programs that have been successful and those that have been less successful
- Provide information to the community and City commissions and committees, including but not limited to the Planning Commission in connection

with joint meetings with the City Council, Parks and Recreation Commission, Active Transportation Sustainability Committee, Downtown Subcommittee regarding the purpose of the Plan update and clearly describe the impacts, benefits, the scope and contents of the Plan, and implementation timing

- Provide opportunities for stakeholders and interested community members to plan for the future of their community, including seeking input on the vision for the area, land use, the public realm, streetscape, and the final preferred alternative.

The DTSC will be made up of a wide range of community stakeholders. Members will be identified and asked to participate in meetings with staff and consultants. The purpose of the DTSC is to involve the community in the Plan process in a focused, technically-oriented manner, to be leaders and a voice for the community, and to ensure that their input and interests are heard and reflected. The group will help review plan concepts developed by the consultants and ensure that community sentiment is reflected in the Plan.

The strategy should include an approach for contacting all business and property owners within the Plan boundaries. The project budget should include the cost of preparing community meeting notices, as well as any meeting materials (such as informational or educational mate-rials, staff reports, and presentations, etc.), renderings, and photographic simulations that will assist in the engagement process.

The consultant will work with City staff to develop a project logo, develop a website to provide background and meeting information, reports, and maps related to the project. The external project website will be linked to the City's website. City and consultant staff will post information to keep the site current.

Task 1.4 – Stakeholder Interviews

Consultant will conduct six individual or small group one-hour long interviews on Zoom with community members, the Downtown Specific Plan Steering Committee, Planning Commissioners, City Council and stakeholders to determine what is working well and what challenges need to be addressed.

Deliverables/Meetings:

- Stakeholder interviews
- Memorandum summarizing interviews findings
- Community Engagement Strategy
- Meeting Materials
- Project Logo graphic design
- Project website

Task 1.5 – Project Management – Bi-Weekly Conference Calls

The consultant should anticipate biweekly to weekly (as needed) project update conference calls between the consultant and City staff throughout the duration of the project. This task should provide for bi-weekly 1-hour conference calls for a 2-year timeline, and other associated project management.

Optional Additional Project Update Conference Calls: This will provide for 25 additional Zoom meetings/calls (@1 hour each) over the course of the project, enabling weekly check in during key project phases. The cost for this will be $6,500.

Deliverables:

- Project Management – Bi-Weekly Conference Calls (with optional additional weekly calls)

PHASE 2 – EXISTING CONDITIONS AND INITIAL OUTREACH

Objective: Prepare existing conditions report, documenting land use, opportunity sites, and key development constraints. The report will be map based and visual in nature, with supportive text, table, and charts as needed.

Task 2.1 – Existing Conditions Report (including maps)

An existing conditions and opportunities map and report will be developed. The consultant will evaluate the existing physical and regulatory conditions in the project study area. This information includes:

Land Use, Physical, and Regulatory Context

Existing land use; physical conditions; environmental conditions; urban form; public realm; streetscape; pending and approved development projects; planned public and private improvement projects; historic resources; and development constraints. Based on analysis of existing conditions, potential opportunities and constraints in the Plan area shall be identified. As part of the work, a 3D model will be prepared depicting existing street and frontage conditions for the principal three-block stretch of Main Street; it will be used to illustrate alternatives and policy recommendations for development, streetscape, and circulation in later phases of the project.

Transit and Traffic; Parking

Transit service will be summarized. For traffic and parking, the scope is summarized separately as Task A: Parking, and Task B: Traffic Study. The "existing" portion of these studies will be completed at the same

time as the Existing Conditions Report, and information either included within the report or as a separate attachment. For parking, the parking occupancy survey results would be available. For traffic, include updated existing intersection analysis at 13 locations would be completed.

Infrastructure

West Yost will prepare a brief, qualitative evaluation of the existing water supply and distribution, wastewater collection and treatment, and storm drainage facilities relevant to the Specific Plan area. This evaluation will be based on information provided in existing infrastructure master plans, capital improvement plans, and other available studies, supplemented with discussions with City staff to identify changes/additions since completion of the plans.

This work task will also include preparation of schematic figures of existing facilities (water, wastewater and storm drainage) based on CAD/GIS utility mapping of these existing facilities to be provided to West Yost by the City. We will prepare a draft and final Technical Memorandum (TM) providing the utility-related background for the Specific Plan process. This task includes one meeting with City staff to learn about the existing utilities.

Deliverable:

- Existing Conditions and Opportunities Report including Opportunities and Constraints Map

Task 2.2 – DT Steering Committee Meeting #1

The first meeting of the DTSC will occur after completion of the existing conditions and opportunities analysis. The purpose of the meeting is to understand the community's vision for the Plan area and solicit input on opportunities, issues, and hopes for the area. The consultant will develop a strategy to understand community preferences within the Plan area.

Deliverables/Meetings:

- DTSC Meeting Notice (staff) and Agenda #1 (consultant)
- DTSC Meeting #1, including attendance and facilitation, and all necessary meeting mate-rials
- DTSC Meeting summary

Task 2.3 – Community Workshop #1

Following the DTSC meeting, a community workshop with the broader community will be held to solicit additional feedback. The meeting will provide input regarding community interests that will help in the development of two concept Plan alternatives. The consultant will lead this meetings. Conduct a community workshop visioning session, open to all community members, to assist the team in understanding issues and considerations from a community perspective. This could be conducted as a formal workshop or a drop-in open house. Regardless of the format, the objectives are as follows:

- Provide an overview of the specific plan and environmental review process
- Present findings from the existing conditions technical analysis
- Engage community members in a dialogue about their vision for Downtown and their concerns and priorities

Deliverables/Meetings:

- Community Workshop 1 agenda and website notice
- Community Workshop 1, including attendance and facilitation, and all necessary meeting materials
- Community Workshop 1 summary

Task 2.4 – Community Survey

An online community survey will be conducted to understand community priorities and preferences related to key opportunity sites and other development possibilities, parking and streetscape design, community gathering spaces, and other issues of interest or concern. Results of the survey will be summarized in a short report.

Deliverables/Meetings:

- Community Survey
- Community Survey Summary Report
- Joint Planning Commission/City Council meeting summary notes
- (Up to four (4) consultant/staff meetings with community groups, residents, business owners, etc. upon request; total six (6) for project)

PHASE 3 – CONCEPT PLAN ALTERNATIVES

Objective: Prepare alternatives, based on the existing conditions analysis, market demand study, DTSC, decision-maker, and public input. Conduct outreach to present the alternatives and determine a preferred plan.

Task 3.1 Preparation of Two Concept Plan Alternatives

Following the initial meetings and outreach, the consultant will develop two different urban de-sign scenarios. The scenarios will be "high level," and include

a vision statement(s). Alternative scenarios should promote development of underutilized land and create an urban identity for Railroad Avenue and Oak Avenue. Money Way should also be studied in the plan as an opportunity area for activation based on public feedback. The Specific Plan will seek opportunities for both visitors and residents to use circulation networks to easily access services and facilities throughout the plan area and beyond the Plan's boundaries. Changes to development standards and standards overseeing the public realm and right-of-way may be considered. The alternatives should consider information prepared through the planning process and from outreach conducted.

Each alternative shall address at a high-level:

- Achievement of a mix of uses, including residential infill where appropriate
- Building height and increased densities, and a modal split of reduced/consolidated parking within the Plan area and increased transit, walking, and bicycling
- Motor vehicle, bicycle, and pedestrian circulation
- Roadway design alternatives including sidewalk width, public amenities/furniture, and on-street parking; for the principal stretch of Main Street, the 3D model will be used to depict potential streetscape, traffic lanes, parking, and sidewalk changes. Approximately three principal design options for Main Street will be explored (e.g. full parking removal, removal/sidewalk widening in portions or stretches by eliminating medians/left-turns, flexible zone configurations, etc.), with estimates for each the number of parking spaces lost. Additionally, streetscape cross sections and recommendations for Railroad, Oak and Adams will be studied.
- Location and design of public spaces, including design for more activation of Lyman Park, sustainability features and community facility options, illustrating how these fit into the built environment

Deliverable:

- Alternative Concepts (short report, with graphics), including:
  - Graphics illustrating the alternative land use, circulation, and urban design plans with additional sketches, visualizations including simulations, 3-D streetscape concepts for Main Street, and street sections for Main, Oak, Railroad and Adams needed to convey each alternative
  - Quantified development potential for each alternative

Task 3.2 Community Workshop #2

This will be an opportunity to provide feedback on the alternative concepts and preferences in an engaging workshop. Participants will be asked to weigh in on the concepts, as well as their ideas on policies and strategies to be incorporated as part of a Preferred Concept or in the Specific Plan.

Deliverables:

- Community Workshop 2 agenda and website notice
- Community Workshop 2, including attendance and facilitation, and all necessary meeting materials
- Community Workshop 2 summary

Task 3.3 DTC Meeting #2 and Joint Planning Commission/City Council Meeting

The consultant will present the alternatives at DTSC Meeting 2 and a Joint Planning Commission/ City Council meeting (city is open to a community workshop as alternate format but emphasizes importance of engaging the City Council and Planning Commission early in the process). At these meetings, the consultant shall use creative, interactive techniques to understand participants' preferences. This may result in a clear preference for one alternative or in a hybrid concept that combines components of each. Based upon input received, the consultant shall develop a preferred concept plan alternative that will serve as the basis for the Plan. Input received will be used to refine the alternative and develop the preferred alternative. Meetings with community groups will be conducted, within the overall number of project meetings specified toward the end of the scope.

Deliverables/Meetings:

- DTSC Meeting 2 notice/agenda
- DTSC Meeting 2, including attendance and facilitation, and all necessary meeting mate-rials
- DTSC Meeting 2 summary
- Joint Planning Commission/City Council meeting
- (Up to four (4) consultant/staff meetings with community groups, residents, business owners, etc. upon request)

PHASE 4 – SPECIFIC PLAN PREPARATION

Objective: Prepare the full Draft Specific Plan, incorporating the major substantive content developed during preceding tasks.

Task 4.1 Preparation of Preferred Concept Plan Alternative

Based on input received at the second DTSC meeting, community meeting, as well as input received from other methods of community outreach, the consultant, in consultation with City staff, will develop a preferred concept plan alternative, which will serve as a basis for the draft Plan. The preferred alternative may be one of the alternative scenarios or a hybrid of the alternatives. This step will be the most important and public outreach-intensive part of the process, so the consultant team must propose a creative and extensive public outreach process. The proposed preferred concept plan alternative would be reviewed by the Parks, Recreation Commission, Active Transportation and Sustainability Commission, and followed by Planning Commission and City Council, who would give final direction on the preferred concept plan alternative prior to drafting the Plan. Consultant will attend the Planning Commission and the City Council meetings, with attendance at other commission meetings within the overall project meeting limits.

Following finalization of the Preferred Plan, Dyett & Bhatia will prepare a summary of existing and projected land uses and density for use by infrastructure sub-consultant, and by traffic analysis zones for use by the transportation sub-consultant.

Deliverables/Meetings:

- DTSC Meeting 3 notice/agenda (review preferred concept plan)
- DTSC Meeting 3, including attendance and facilitation, and all necessary meeting mate-rials, if necessary
- DTSC Meeting 3 summary
- Community Workshop 3 notice/agenda
- Community Workshop 3, including attendance and facilitation, and all necessary meeting materials
- Community Workshop 3 summary
- Four separate meetings with the Youth Advisory Council, Economic Development Advisory Commission, Parks, Recreation and Culture Commission, and Transportation & Circulation Commission
- Planning Commission
- City Council
- Refinements to the preferred concept plan alternative based on input from the City Council

Task 4.2 Preparation of Infrastructure Development and Services Plan

West Yost will describe infrastructure conditions and improvements needed to support the preferred Specific Plan land uses in terms of water, wastewater, and storm drainage. We will distinguish between improvements needed for existing versus future development in the Specific Plan area so future costs can be appropriately attributed.

West Yost will estimate the buildout water demands based on the preferred alternative deter-mined in Task 3. We will compare the water supply through 2045 to the projected water demand from the City's Integrated Utility Master Plan as well as the City's Water Neutrality Policy (once the current update is completed and adopted by the City Council). Dyett & Bhatia will provide a summary of existing and projected land use and density in an electronic, tabular format (e.g., Microsoft Excel or GIS) for the proposed Specific Plan preferred alternative. It is our current under-standing that the City lacks adequate water supply for future growth. We will estimate the level of future growth that can be allowed with the available water supplies and suggest options for additional supplies. However, thorough evaluations of the supply options are beyond this scope of work.

West Yost will also estimate changes in water system flows necessary to provide water supply to and within the Specific Plan area, the current water system capacity, and improvements needed to the water system at buildout of the Specific Plan.

West Yost will estimate the buildout wastewater and storm drainage flows based on the preferred alternative determined in Task 3. West Yost will estimate the average wastewater dry weather flow (ADWF) and the peak wet weather flow (PWWF) for existing conditions, current approved development in the Specific Plan area, and for the buildout of the Specific Plan. We will compare the ADWFs and PWWFs and identify changes from the current General Plan with the Specific Plan.

West Yost will provide planning-level evaluations and cost estimates for the recommended water, wastewater and storm drainage system improvements.

Note regarding water use: The City has a water neutrality policy that all new development must achieve (refer to St. Helena Municipal Code). The Specific Plan will model and forecast future water demand based on the proposed Specific Plan preferred alternative and determine any shortfalls that exist. The Water Neutrality Policy is currently being updated in collaboration with a consultant under the direction of the Public Works

Department and is expected to be adopted in 2024. The Specific Plan water analysis should be consistent with this updated policy that will be adopted by the City Council.

The draft Infrastructure Development and Services Plan will be reviewed by staff and service providers. Any comments will be provided back to the consultant for correction prior to inclusion into the Specific Plan

Deliverables/Meetings:

- Draft Infrastructure Development and Financing Strategy Technical Memorandum
- Incorporation of staff and agency comments to prepare final report for inclusion in the Specific Plan
- GIS maps of existing utilities (sewer, water, storm drain)
- GIS maps noting areas of future needed upgrades (sewer, water, storm drain)

Task 4.3 Prepare Public Review Draft of the Specific Plan

The consultant shall prepare a draft Specific Plan in compliance with State law. The updated Plan will serve as the City's long range, comprehensive land use, circulation, and implementation plan for guiding development within the Plan boundary. The Plan shall contain the following components:

- **Land Use Plan.** Description of the land uses, maps, diagrams, policies, development standards, development guidelines, massing, etc. Focus areas for future development opportunities shall be studied and highest and best land uses shall be recommended utilizing model of high revenue generation. It is assumed any new land use standards would be implemented as a "Downtown Specific Plan Overlay Zone" and also respect the historic fabric of buildings both within and outside of the Commercial National Register District.
- **Transportation.** Description of circulation for motor vehicles, transit, bicycles, and pedestrians. Policies regarding complete streets.
- **Urban Design.** Design and development standards for development, streetscapes, lighting, and open space including treatments for downtown gateways, alleys, public amenities and wayfinding throughout the Plan Area, including wayfinding sign locations. For Main Street streetscape, the preferred strategy will be shown in greater detail, with key dimensions, intersection treatments, street trees/furnishing locations, etc., using 3-D Sketch Up drawings where appropriate using the model previously created, and two-dimensional drawings and photos/images as appropriate.

Optional Streetscape Design Recommendations for Other Streets: The base scope includes a prototypical cross-sectional drawing each for Oak, Railroad, and Adams. As an optional task, using Sketch Up, recommendations for salient improvements to Oak, Rail-road, and Adams will be made, to create a unified look and feel for Downtown. This will include sidewalk widths, parking recommendations (e.g. angled parking), intersection treatments, location of any mid-block crossings, and street trees. City will provide information on as-built conditions; otherwise the Consultant will use estimated information using Google Earth or another source.

Optional "Before and After" View Simulations (3): Using Sketch Up, photomontages, and other techniques, before and after views will be shown from three locations, selected in consultation with Staff. These could include, for example, Main Street or another street with mix of existing and new buildings, an opportunity site, and Lyman Park with adjacent new building at former City Hall site.

- **Public Services.** Includes information about services and infrastructure needed to implement the Plan. This should include specific policies regarding utilities, public safety, parks, educational facilities, libraries, and cultural facilities.
- **Access and Connectivity Plan.** Addresses access to and through the Plan area, with specific focus on connecting development with all transportation modes including walking, bicycling (include Napa Vine Trail Route), driving, and transit. Accessible design for disabled and elderly persons should be a component of this section.
- **Implementation and Financing Plan.** Identifies actions and strategies for Plan implementation, along with completion date estimates, phasing, and cost estimates. The strategy will consider streetscape improvements that will be in the public realm as well as infra-structure improvements needed for Plan implementation that may be a private development obligation. The implementation plan will be formatted and organized to show for each action who is responsible, the timing and resources needed to implement. The analysis will be based on the type of Master Plan improvements sought, industry standards regarding who typically pays for what, the timing of public improvements relative to private development, commitments, statutory and legal considerations, and likelihood of funding from other sources (e.g., see below), among other relevant factors. Financing tools considered will likely include, without limitation, the following:

- Area-specific development impact and/or in-lieu fees (and related reimbursement agreements).
- Special assessments and taxes (e.g., Mello-Roos Community Facilities Districts, business improvement districts).
- Private contributions and exactions.
- Tax increment financing mechanisms (e.g., Enhanced Infrastructure Finance District or Community Revitalization and Investment Authority).

Each funding tool will be evaluated based on a variety of criteria, including without limitation:

- Likely revenue generation
- Ease of adoption and implementation
- Cost burden and incidence
- Flexibility over time
- Stakeholder support

An administrative draft Plan shall be prepared for review by City staff. Comments received shall be incorporated into the public review draft Plan. One meeting will be held with DTSC (#4) on policy brainstorming during Specific Plan preparation.

Deliverables:

- Administrative Draft #1 Specific Plan
- Administrative Draft #2 Specific Plan
- Public Review Draft Specific Plan

Task 4.4 Conduct Decision-Maker Meetings on Public Review Draft of the Specific Plan

The consultant shall conduct DTSC and Community Meetings, meetings with the Parks, and Recreation Commission, Active Transportation & Sustainability Commission, Planning Commis-sion, and City Council and any other method of outreach, following preparation and release of the draft Specific Plan to present the Plan and to receive public comment and input within the limit of the overall number of meetings established for the project.

Deliverables/Meetings

- DTSC Meeting 4 notice/agenda
- DTSC Meeting 4, including attendance and facilitation, and meeting materials, if neces-sary
- DTSC Meeting 4 summary
- Four separate meetings with the Parks, and Recreation Commission, Active Transportation & Sustainability Commission
- Planning Commission meeting to review draft Specific Plan, including attendance and presentation
- City Council meeting to review draft Specific Plan, including attendance and presentation
- Up to 4 (four) consultant/staff meetings with community groups, residents, business owners, etc. as needed

Task 4.5 Community Workshop/Open House #4

Conduct a community workshop open to present the Draft Downtown Specific Plan and solicit feedback. This could be conducted as a formal workshop, drop-in open house, or a community event.

Deliverables/Meetings:

- Community Workshop 4 notice/agenda
- Community Workshop 4, including attendance and facilitation, and all necessary meeting materials
- Community Workshop 4 summary

Task 4.6 Specific Plan Consultation and Referrals

State Law requires consultation with a variety of Federal, State, regional, and local agencies whenever a jurisdiction updates or emends its general plan (e.g., Native American Tribes, Military Branches, Airport Land Use Commission). These statutes are located throughout the Government Code and have varying requirements for when draft and final documents must be submitted and how long agencies have to review and provide comments. The consultants will maintain a checklist of agency consultation requirements that we will use to ensure the City provides the Specific Plan to the appropriate agencies. For budgeting purposes, it is assumed that only tribal consultation will be needed, for which D&B will prepare a letter and file that with State agencies.

Deliverable:

- Tribal consultation letter

Task 4.7 – Prepare Final Draft of the Specific Plan

The consultant shall prepare a final draft Specific Plan based on comments received during the review period in Task 4.3.

Deliverable:

- Final Draft Specific Plan

PHASE 5 – PLAN ADOPTION

Task 5.1 – Environmental Review

The consultant will coordinate with the City regarding the type of environmental clearance determined appropriate for the Plan buildout. The City has an important goal of streamlining the environmental review process for subsequent development projects that are consistent with the Downtown Specific Plan.

The project could use the adopted General Plan EIR for CEQA clearance if the land use buildout is within the scope of the General Plan. However, it is anticipated that General Plan and zoning map amendments may be needed, and thus additional environmental review would be required. We believe that an EIR Addendum is likely to suffice should no new impacts result. Should new impacts result, a Supplemental EIR may be appropriate; the basic effort of the two would be similar, however, the Supplemental EIR will require public noticing (preparation of a NOP, scoping meeting, circulation of Draft EIR, and preparation and certification of the Final EIR, which would add to the cost). This EIR Addendum would be detailed, would need to reflect Housing Element additional development as well as the Specific Plan, and will cover the following topics:

Air Quality. Updated analysis of emissions under buildout

Energy, Greenhouse Gases, and Climate Change. Updated GHG emissions and energy calculations

Land Use, Population, and Housing. Updated information to reflect increased buildout

Public Services. Updated water and wastewater demand, based on infrastructure analysis Technical Memorandum

Transportation and Traffic. While for CEQA purposes traffic level of service is no longer an environmental criteria and instead vehicle miles traveled (VMT) is to be used, at the time the General Plan EIR was prepared LOS was still the CEQA criteria, and VMT was provided for informational purposes. If an EIR Addendum is prepared, the same thresholds/information will be repeated. If a Supplemental Focused EIR is prepared, VMT thresholds will be used. Our scope includes preparation of both LOS calculations for 13 intersections (which would include as well as VMT, which would provide flexibility in appropriate environmental document determination.

DKS will estimate the VMT impacts of the preferred concept plan based on a single new model run of the Napa Solano Activity Based travel demand model (this model run will also support development of future intersection turning movement forecasts). This model is maintained jointly by the Napa Valley Transportation Authority and the Solano Transportation Authority. The horizon year and land use of this model have been recently updated to correspond to the regional transportation plan, Plan Bay Area 2050.

VMT will be reported for informational purposes in the EIR. Should a Supplemental EIR be needed, DKS will compare the resulting VMT metrics (home-based VMT per population and home-based work VMT per job) for the specific plan area to the appropriate threshold of significance (e.g. SB 743 implementation study that the City may be preparing or a regional metric).

No Initial Study will be prepared – the Addendum does not require an Initial Study or any public circulation.

Optional, Supplemental EIR: If the City determines that a Supplemental EIR is needed, we would need to work with the City to define the scope of the EIR. This would include preparing an NOP, scoping meeting, Draft Supplemental EIR, and Final Supplemental EIR. If the topics and the basic analysis stays the same as in the EIR Addendum, the additional cost may be +/- $30,000 (assuming that responses to comments do not require more than 80 hours).

Optional, new Focused or Subsequent EIR: The below outlines the scope for new (focused or Subsequent) EIR, should it be determined that new EIR is needed. The scope covers topics likely to result after careful initial screening based on a detailed Initial Study that will be done. Components of this will include:

- **Initial Study (D&B).** D&B will prepare an Initial Study to screen out topics for resources not present or unlikely to be significantly impacted with the Specific Plan. The General Plan EIR will be cited as a resource as needed. These would likely include:
  - Agriculture/Forestry Resources
  - Biological Resources
  - Geology/Soils
  - Hydrology, Water Quality
  - Mineral Resources
  - Noise
  - Tribal Cultural Resources
  - Wildfire

- **NOP and Scoping (D&B).** D&B will prepare a NOP to be submitted to all responsible and trustee agencies and to the public, informing them that the City is initiating the environmental review required for the Specific Plan. During the 30-day scoping period, D&B will prepare a PowerPoint presentation and meeting materials for a public meeting that will be held to take comments on issues to be addressed in the EIR.
- **Draft EIR (D&B, with DKS, WYA).** D&B will prepare a project description that out-lines the components of the Specific Plan and provides quantified projections of the population, housing, and employment that would result from implementation. Development of mitigation measures and policies concurrently will be an iterative process in concert with finalization of the Specific Plan, such that goals, policies, and implementation measures can be used as mitigation measures, where appropriate, to ensure the Plan is self-mitigating to the extent possible. The project description will form the basis for the environmental analysis and will be submitted to City staff for review prior to commencing work on the technical analysis.

  The D&B team will prepare an Administrative Draft, Screencheck and Public Review Draft EIR. To streamline environmental review and optimize the timeline for completion of the project, the analysis will draw on the special studies described later, as well as technical and specialized analyses prepared in previous tasks. The Administrative Draft EIR will contain the following chapters:

  - Introduction
  - Executive Summary
  - Project Description
  - Environmental Analysis

  It is anticipated the EIR will evaluate the issue areas listed as follows.

  - Aesthetics
  - Air Quality
  - Energy
  - Greenhouse Gas Emissions
  - Historic Resources
  - Hazards and Hazardous Materials
  - Land Use, Planning and Population/Housing
  - Public Services and Water Supply
  - Recreation
  - Transportation
  - Utilities
- **Other CEQA Considerations.** The EIR will discuss growth inducement, irreversible commitment of resources, and issues that were found not to be significant during the scoping process.
- **Alternatives.** The EIR will address a minimum of two alternatives (No Project and at least another alternative) that could feasibly attain the basic project objectives. Determination of specific alternatives will be done in coordination with City staff, and it is anticipated that some of the alternatives developed earlier in the planning process will be used to develop feasible alternatives for the EIR. Following approval of the Screencheck Draft EIR, the D&B team will coordinate with the City for the publication and public review of the Draft EIR.
- **Final EIR (D&B).** After close of the 45-day comment period, D&B will bracket and number each individual comment received within each comment letter and any comments received during the public hearing and will prepare responses to each comment. Because it is not possible to anticipate the number and extent of comments, our budget assumes that 80 hours of staff time will be sufficient. D&B will prepare an Admin and Screencheck Draft FEIR for internal review along with a Final document for circulation ahead of hearings.

The additional (additional to the $63,300 for the EIR Addendum in the scope) cost of the EIR (including Initial Study, NOP, and Draft and Final EIR) will be $52,000 (for a total EIR cost of $115,300). Should a noise analysis be desired, that would add another $10,000 to the cost.

Deliverables:

- EIR Addendum
- (Optional): Initial Study, NOP, NOC, Draft EIR, Final EIR and NOD. D&B will be responsible for filing appropriate documents with the State Clearinghouse and the City with the County

TASK 5.2 – PLANNING COMMISSION PUBLIC HEARING

The consultant will facilitate a public hearing with the Planning Commission to review and make a recommendation to the City Council regarding the Specific Plan. The consultant team will make refinements to the Plan based on Planning Commission input, if required.

Deliverables:

- Review and input on staff report for meeting
- PowerPoint presentation
- Presentation

Task 5.3 – City Council Adoption Hearing

The Consultant will facilitate a City Council public hearing to adopt the Specific Plan.

Deliverables:

- Review and input of staff report for meeting
- Presentation

Task 5.4 – Final Specific Plan Document

Following public review of the Specific Plan, the Consultant will prepare the Final Specific Plan.

Deliverable:

- Final Specific Plan

SPECIAL STUDIES

In order to complete the scope of work, it is anticipated that the following technical studies will be needed (additional studies for the purposes of the CEQA document may also be necessary):

A. Downtown Parking Study

DKS will contract for the collection of all on-street and off-street parking (up to 10 private lots) occupancy data for the study area. The inventory will include all on street and off-street parking supplied within the specific plan boundaries. The inventory will classify off-street parking by private or public and note the hourly parking rate, if applicable. On-street parking spaces by block face will be counted as marked versus unmarked, metered or not, and any parking restrictions by time of day or length of use will be noted. The presence of ADA accessible spaces for both off-street and on street parking will be noted.

Parking occupancy counts will be taken for three study periods: weekday midday, weekday evening, and Saturday midday.

For future conditions, DKS will:

- Model Parking Demand during the weekday midday, weekday evening, and Saturday midday periods based on preferred Land Use Plan
- Calculate spaces lost from full or partial removal of parking on both sides of Main Street be-tween Adams Avenue and Spring Street (ULI report option)
- Compare total parking demand during the peak periods with the preferred Land Use Plan to the remaining available parking inventory and calculate the additional public parking supply needed to bring average occupancy to no more than 85 percent
- Recommendations on what public parking facilities or strategies, including metering or timing limitation, fee strategies, etc. are needed downtown based on calculations above
- Should significant additional parking supply be recommended, DKS will prepare unit cost estimates for surface parking that can be used to implement an in-lieu fee.

B. Traffic Study

DKS will prepare a traffic study to focus on intersection operational analysis to support the Existing Conditions Report and development of the preferred concept plan.

For the traffic operational analysis, DKS will describe the existing roadway network within the Specific Plan area, map the study intersections, and supply a table summarizing existing intersection operations. Existing and future intersection operations will be characterized using primarily Highway Capacity Manual methods as implemented in the Synchro software package. This scope does not include traffic simulation (Simtrafic).

The intersection operational analysis will be conducted under the following parameters:

- Up to 13 study intersections, to be determined in consultation with the project team
- Study periods to include weekday morning, weekday afternoon, and weekend (Saturday) peak hours

For existing conditions analysis, recent turning movement counts are assumed to be available from the City's Streets Master Plan project and are not included in this scope and budget.

Turning movement forecasts will be developed from a single future land use scenario to reflect the preferred concept plan. Weekday intersection turning movement forecasts will be developed from recent turning movement counts and outputs from the Napa Solano Activity Based travel demand model. Since the Napa Solano model does not include a weekend scenario, weekend turning movement forecasts will be based either on the midday model volumes or factors derived from the Replica Places weekday and weekend scenarios.

Two future network alternatives will be studied for the operational analysis:

- With current roadway configuration of Main Street between Adams and Spring Street and Hunt Avenue to remain open
- Removal of center turn lane on Main Street between Adams and Spring Street and closure of Hunt Avenue between Main Street and Railroad Avenue

Additional network scenarios will be analyzed as optional tasks requiring additional budget.

DKS will summarize analysis methods and findings in a technical memorandum.

Optional Traffic Count for 13 Intersections: Additional cost for collecting and processing data for 13 intersections for three periods (AM and PM peak period, and weekend peak period) will be $7,260. DKS would also need the operational model files from the General Plan that were done by Fehr and Peers; if these are not available, additional $3,000 would be needed.

Optional Additional Future Roadway Network Scenarios: The base scope of work provides for intersection operations analysis of two future scenarios: No Build and Proposed Improvements (e.g., Main Street CTL removal and closure of Hunt). If additional scenarios need to be analyzed, for example, improvements on Main Street but Hunt remaining open, DKS estimates $5,440 per additional scenario.

Deliverables:

- Existing conditions intersection operational analysis to be summarized in tabular format
- Map of study intersections
- Draft and final technical memorandum

C. Market and Fiscal Study

Market Conditions and Trends Analysis

EPS will evaluate the market conditions and trends affecting the long-term success of the land uses being targeted in the Specific Plan. The analysis will consider both local and national trends, including a focus on the commercial sector linked to tourism (e.g., retail, dining, hospitality, accommodations). EPS will leverage information from previous market studies conducted for the City with updated research and analysis to account for post-pandemic trends in retail, tourism, hospitality, and the St. Helena's competitive attributes in this context. Among other things, the study will identify the market prospects for development concepts at key opportunity sites identified as part of the study process.

Fiscal Analysis

EPS will develop an interactive fiscal model to estimate and compare how various land use concepts will affect the City's General Fund budget. Specifically, the analysis will compare the likely key General Fund revenues (e.g. property, sales, and hotel taxes) with the cost of providing municipal services (e.g. public safety, infrastructure maintenance) for each land use programs being considered in the Concept Plan Alternatives (see Task 3). The analysis will inform selection of a preferred Concept Plan and support other City goals as well as be integrated into the Implementation and Financing Plan developed in Task 4.3.

SCOPE OF WORK ASSUMPTIONS

The Scope of Work and Budget are based on the following assumptions:

- **Environmental Analysis Budget.** The budget for the EIR Addendum is an estimate, but should likely be good unless topics outlined in Task 5.1 in our scope are changed. The additional budget for a Supplemental EIR is an estimate and is based on analysis limited to the topics shown in Task 5.1 but with inclusion of NOP, a scoping meeting, tribal consultation, and 80 hour allocation for response to comments on the Draft EIR (Final EIR).
- **Consolidated Comments and Direction.** City staff will provide a single set of consolidated, non-conflicting comments on the review drafts of all documents, and documents will be finalized following consultant incorporation of staff comments. Where multiple re-view drafts are provided in the Scope (e.g. for the Specific Plan document), subsequent reviews will be limited to changes made in response to comments previously provided or correction of errors, rather than changes to work previously accepted or changes in methodologies or assumptions.
- **Electronic Files.** We will provide one electronic file of all documents in PDF via email or file transfer service. Staff review drafts will be provided in Microsoft Word for documents that do not include high level of graphics. No printing of plans or reports is assumed. D&B will also provide native electronic files of all documents created by the consultant team upon completion of the project – these may be in Word or for graphic-intensive documents, in Adobe InDesign. Maps will be provided in Illustrator or ArcGIS format, depending on native format.

- **Reallocation by Task/Subconsultant.** Dyett & Bhatia reserves the right to reallocate budget by task or consultant team member, provided the overall project budget is not affected.
- **Increased Costs Due to Delay and Suspension.** Should the project extend for more than three years for no fault of consultant, or the project is suspended for longer than three months for no fault of consultant, additional budget may be needed for delay/additional start-up costs, as reasonably agreed upon by City and D&B.

MEETINGS

Our scope/budget include the following number of total meetings. The scope may note addition-al meetings beyond those noted below; those meetings will be staff responsibility. Additional meetings can be included for additional budget.

- City staff: Bi-Weekly meetings: 40 hour-long meetings assumed (allowing for holidays and periods, such as EIR public review) over a two-year period; virtual, with the kickoff meeting followed by a site tour in person if desired. Optional additional meetings as out-lined in the scope
- Community Workshops or Open Houses: 4; in-person or virtual
- Community Survey: 1
- Stakeholder meetings: 6 to 8 hour-long meetings conducted at project outset; assumed virtual
- Other groups/businesses etc.: informal meetings, 6 to 8; assumed virtual
- Downtown Steering Committee: 4; assumed virtual; an initial meeting can also be done in person without additional cost
- Planning Commission and City Council: 5, including on joint meeting; assumed in per-son
- Other Boards and Commissions: 2 if in person or up to 4 or 5 if virtual with time-certain attendance, with additional ones to be conducted by staff

Meeting Responsibilities and Products

Consultant

- Dyett & Bhatia will prepare agendas, meeting materials, print drawings and handouts for all public workshops. D&B will also prepare agendas for all DTSC meetings, and prepare PowerPoints for all public and decision-maker meetings
- D&B will provide meeting summaries for all public meetings and DTSC meetings
- D&B will prepare and maintain a project website where information on upcoming meetings will be posted

City

- City staff will be responsible for conducting any additional meetings (e.g. with additional community groups or additional commission) beyond those specified as consultant responsibility above
- Planning Commission and City Council meeting recordings/minutes will be prepared by the City, as per norm
- City staff will be responsible for preparing and distributing any meeting notices and staff reports
- City staff will be responsible for providing community meeting space and any drinks or refreshments

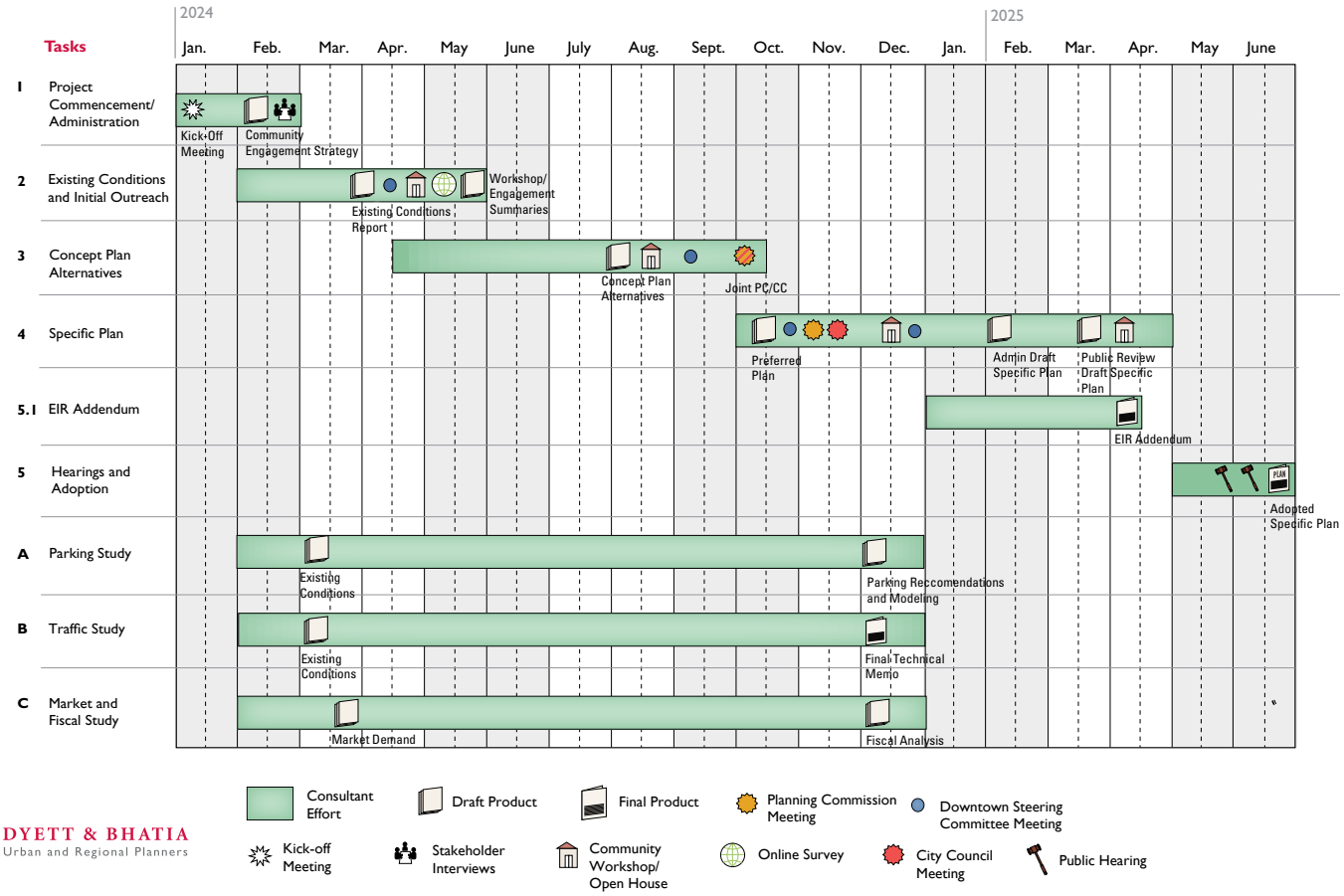
3 SCHEDULE

'The schedule proposed for this project is presented in a flow chart on the following page. Key products and meetings are shown per the task-by-task description in the Scope of Work. The graphic shows a 15-month schedule leading to release of Public Review Draft of the Specific Plan and the EIR Addendum. With another two months of hearings, the Plan should be adopted in about 17 months from project start. Should a Supplemental EIR be needed, two months should be added to the schedule, for a total of 19 months with adoption.

Dyett & Bhatia has been able to deliver on similar and even tighter timeframes. For example, we completed the full public review drafts of the Windsor Downtown/Station Area Specific Plan and full new Draft EIR in 14 months after project inception.

Proposed Schedule

City of St. Helena Downtown Specific Plan



DYETT & BHATIA
Urban and Regional Planners

4 BUDGET

The worksheets on the following pages show hours and budget by task for all team members. The guaranteed maximum fees for our proposed scope of work identified in our proposal is $402,957 without the environmental work. With $63,300 for the EIR Addendum (as described in Task 5.1), the total budget is **$466,257**.

The worksheet also shows several optional tasks; should the City wish to include all optional items listed in the budget (with the exception of a Focus EIR) along with a contingency amount of $983, the total budget would be **$500,000**. This does not include the expanded cost for a Subsequent of Focus EIR, should it be determined at a later stage that that this needed.

Fees include all personnel costs, sub-contractors' costs, and direct costs, and delivery of products identified in the Scope of Work. Sub-contractors' costs and direct costs will be billed with no administrative markup or handling fee. The fees will not be exceeded provided there are no changes in the Scope of Services. Assumptions for the scope, including assumed meeting attendance, are outlined toward the end of Section 2.2.

St. Helena Downtown Specific Plan Updated Feb 5, 2024

HOURS BY TASK

		Task 1	Task 2	Task 3	Task 4	Task 5		A	B	C		Task 5.1
		Project Commencement / Adminstration	Existing Conditions and Initial Outreach	Concept Plan Alternatives	Specific Plan	Hearings and Adoption (not incl. Environmental Review)	TASK TOTAL	Parking Study	Traffic Study	Market and Fiscal Study	TOTAL ALL	EIR Addendum
Dyett & Bhatia												
Rajeev Bhatia, Principal-in-Charge		60	56	48	70	12	246	6	6	6	264	20
Andrew Hill, Participating Principal		12	30	16	30	6	94				94	60
Helen Pierson, Associate		30	40	32	110	8	220				220	8
Clare Kucera, Associate					16		16				16	60
Karen Chavez, Planner			24				24				24	52
Devaki Handa, Urban Designer/Planner			32	50	110		192				192	
GIS Specialist			60	40	84	16	200				200	24
Web Design/Project Assistant		60	24	24	40	16	164		4		168	36
Sub-total		**162**	**266**	**210**	**460**	**58**	**1,156**	**6**	**10**	**6**	**1,178**	**260**
DKS Associates												
T. Klim, Principal							-	2	2		4	2
E. Vaca, Project Manager		28					28	18	12		58	14
D. Block, Sr. Engineer							-	3	3		6	12
S. Carney, Project Engineer							-	4	14		18	4
A. Haag, Associate Engineer							-	16	24		40	22
J. Heald, Sr. Design Engineer							-	2			2	
B. Cruz. Onst Estimator							-	8			8	
Assistant Engineer							-	38	38		76	18
Assistant Planner							-	20	48		68	12
Project Coordinator/Admin		1					1					
Sub-total		**29**	**-**	**-**	**-**	**-**	**29**	**111**	**141**	**-**	**281**	**84**
Economic & Planning Systems												
Jason Moody		4	2	2	44	4	56			26	82	
Megan Gregory		4	2	2	10	1	19			64	83	
Sub-total		**8**	**4**	**4**	**54**	**5**	**75**	**-**	**-**	**90**	**165**	
Bottomley Design & Planning							-				-	
Terence Bottomley, Principal			12	24	32		68				68	
Claire Vlach, Associate			24	48	28		100				100	
Ritu Goel, Associate			12	24	20		56				56	
Sub-Total			**48**	**96**	**80**		**224**				**224**	
West Yost							-				-	
Doug Moore, Project Manager		2	1	2	1		6				6	
Melissa Duffy, Stormwater		1	6	4	8		19				19	
Patrick Johnston, Sewer and Potable Water		1	8	8	14		31				31	
Staff Engineer II		2	8	20	42		72				72	
Manny Jimenez, GIS Technician			4	4	8		16				16	
Elizabeth Drayer, Water Supply		1	2	2	8		13				13	
Administrative II			4	2	4		10				10	
Sub-total		**7**	**33**	**42**	**85**	**0**	**167**				**167**	
TOTAL		**206**	**303**	**256**	**599**	**63**	**1,427**	**117**	**151**	**96**	**1,791**	**344**

St. Helena Downtown Specific Plan
BUDGET BY TASK

	Hourly Rate	Task 1 Project Commencement / Adminstration	Task 2 Existing Conditions and Initial Outreach	Task 3 Concept Plan Alternatives	Task 4 Specific Plan	Task 5 Hearings and Adoption (not incl. Environmental Review)	TASK TOTAL	A Parking Study	B Traffic Study	C Market and Fiscal Study	TOTAL ALL	Task 5.1 EIR Addendum
Dyett & Bhatia												
Rajeev Bhatia, Principal-in-Charge	$ 255	15,300	14,280	12,240	17,850	3,060	62,730	1,530	1,530	1,530	67,320	5,100
Andrew Hill, Participating Principal	245	2,940	7,350	3,920	7,350	1,470	23,030	-	-	-	23,030	14,700
Helen Pierson, Associate	155	4,650	6,200	4,960	17,050	1,240	34,100	-	-	-	34,100	1,240
Clare Kucera, Associate	155	-	-	-	2,480	-	2,480	-	-	-	2,480	9,300
Karen Chavez, Planner	145	-	3,480	-	-	-	3,480	-	-	-	3,480	7,540
Devaki Handa, Urban Designer/Planner	145	-	4,640	7,250	15,950	-	27,840	-	-	-	27,840	-
GIS Specialist	155	-	9,300	6,200	13,020	2,480	31,000				31,000	3,720
Web Design/Project Assistant	100	6,000	2,400	2,400	4,000	1,600	16,400				16,400	3,600
Direct Costs		120	1,200	1,200	1,400	1,400	5,320				5,320	-
Sub-total		**29,010**	**48,850**	**38,170**	**79,100**	**11,250**	**206,380**	**1,530**	**1,530**	**1,530**	**210,970**	**45,200**
DKS Associates											-	
T. Klim, Principal	$ 325							650	650	-	1,300	650
E. Vaca, Project Manager	260	7,280	-	-	-	-	7,280	4,680	3,120	-	15,080	3,640
D. Block, Sr. Engineer	250	-	-	-	-	-	-	750	750	-	1,500	3,000
S. Carney, Project Engineer	195	-	-	-	-	-	-	780	2,730	-	3,510	780
A. Haag, Associate Engineer	205	-	-	-	-	-	-	3,280	4,920	-	8,200	4,510
J. Heald, Sr. Design Engineer	315	-	-	-	-	-	-	630	-	-	630	-
B. Cruz. Onst Estimator	220	-	-	-	-	-	-	1,760	-	-	1,760	-
Assistant Engineer	190	-	-	-	-	-	-	7,220	7,220	-	14,440	3,420
Assistant Planner	175	-	-	-	-	-	-	3,500	8,400	-	11,900	2,100
Project Coordinator/Admin	115	115	-	-	-	-	115	-			115	
Direct Costs								13,000			13,000	
Sub-total		**7,395**	**-**	**-**	**-**	**-**	**7,395**	**36,250**	**27,790**	**-**	**71,435**	**18,100**
Economic & Planning Systems											-	
Jason Moody	$ 340	1,360	680	680	14,960	1,360	19,040	-	-	8,840	27,880	-
Megan Gregory	205	820	410	410	2,050	205	3,895	-	-	13,120	17,015	-
Direct Costs		50	50	50			150			100	250	
Sub-total		**2,230**	**1,140**	**1,140**	**17,010**	**1,565**	**23,085**	**-**	**-**	**22,060**	**45,145**	
Bottomley Design & Planning												
Terence Bottomley, Principal	$ 230	-	2,760	5,520	7,360	-	15,640					
Claire Vlach, Associate	130	-	3,120	6,240	3,640	-	13,000					
Ritu Goel, Associate	120	-	1,440	2,880	2,400	-	6,720					
Sub-Total		**-**	**7,320**	**14,640**	**13,400**	**-**	**35,360**				**35,360**	
West Yost												
Doug Moore, Project Manager	$ 351	702	351	702	351	-	2,106					
Melissa Duffy, Stormwater	286	286	1,716	1,144	2,288	-	5,434					
Patrick Johnston, Sewer and Potable Wa	302	302	2,416	2,416	4,228	-	9,362					
Staff Engineer II	205	410	1,640	4,100	8,610	-	14,760					
Manny Jimenez, GIS Technician	160	-	640	640	1,280	-	2,560					
Elizabeth Drayer, Water Supply	355	355	710	710	2,840	-	4,615					
Administrative II	121	-	484	242	484	-	1,210					
Sub-total		**$ 2,055**	**$ 7,957**	**$ 9,954**	**$ 20,081**	**$ -**	**$ 40,047**				**$ 40,047**	
TOTAL		**$ 40,690**	**$ 65,267**	**$ 63,904**	**$ 129,591**	**$ 12,815**	**$ 312,267**	**$ 37,780**	**$ 29,320**	**$ 23,590**	**$ 402,957**	**$ 63,300**

Total, incl. EIR Addendum	**$ 466,257**
Optional Tasks	
25 Additional Weekly Project Management Meetings	$ 6,500
Wayfinding Program Recommendations	$ 5,000
Streetscape Recommendations for Oak, Adams, and Railroad	$ 5,000
"Before and After" Simulations (3)	$ 9,000
Traffic Counts for 13 Intersections	$ 7,260
Contingency	$ 983
Total w/ Optional Items and Contingency	**$ 500,000**
Optional Focus EIR (not included in above)	$ 52,000

5 RESUMES



Education

Master of City Planning

Master of Landscape Architecture

University of California, Berkeley

Regents Fellow
Thomas Church Award for Design (first prize)
Outstanding Graduate Student Instructor Award

Bachelor of Architecture
(First Class)
School of Planning and Architecture, New Delhi, India

Awards

Mr. Bhatia's projects have won 30+ awards from the American Planning Association, as well as awards from the Urban Land Institute and the Congress for New Urbanism, and the Ahwahnee Award. He has been Fellow of the German Academic Exchange Service (DAAD) and the Asian Cultural Council (Rockefeller Foundation, New York).

Rajeev Bhatia, AICP

Principal

Rajeev Bhatia is a planner and urban designer, whose work is place-based, centered on fostering livable and sustainable communities. He is one of Bay Area's most experienced planners, with 30 years of experience in leading dozens of Bay Area specific plans, general plans, EIRs, and other planning assignments, as well as projects throughout the Western United States, with current clients for urban design assignments including San Diego, Honolulu, Oceanside, City of Los Angeles among others. He is well versed in community participation and engagement, and in working with diverse community groups and decision-makers, and finding common ground

He brings exceptional experience in preparing Bay Area downtown and other specific plans (about one dozen completed), combined with vast experience in working in Napa and Sonoma counties, including four general plans in the two counties (including recently City of Napa) as well as several specific plans (recently Sonoma Developmental Center and Santa Rosa Downtown, and previously Windsor Downtown). Within the last three years he has also completed the Union City Station Area Specific Plan, Livermore Isabel Neighborhood (Station Area) Specific Plan, and Bayhill Specific Plan (San Bruno). He has also led complete EIRs on most of these assignments. He brings familiarity with St. Helena, having served as Participating Principal on the General Plan update.

Projects led by Mr. Bhatia are shaping some of the most livable and vibrant communities in California. Examples include the Downtown San Diego Plan (with 15,000 housing units built and approved since plan was adopted 15 years ago), the Capitol Area Plan in Sacramento for the State of California (which has shaped the largest State office development in California's history in a mixed-use TOD setting), and Milpitas Station Area Specific Plan (with 7,000 housing units planned around future BART station). He recently completed station area planning for Honolulu's new urban rail, including planning for the most intense areas (Downtown, including proposal for a new high-rise district adjacent to Downtown) and the most transformative corridor (Kalihi), as well as advising the city on a new citywide framework for station area zoning.

Relevant experience includes:

Specific Plans and Urban Design

Bay Area

- Sonoma Developmental Center Specific Plan and EIR
- Oceanside Smart & Sustainable Corridors Specific Plan
- Bayhill Specific Plan (San Bruno; incorporates YouTube headquarters expansion) and EIR
- Sharp Park Specific Plan (Pacifica) and EIR
- Union City Station Area Specific Plan and EIR
- El Camino Real/Chestnut Area Specific Plan (South San Francisco) and EIR
- Serramonte/Collins Master Plan, Colma
- Santa Rosa Downtown Specific Plan and EIR

- San Pablo Avenue Specific Plan (San Pablo) and EIR
- Valley Fair/Santana Row Master Plan (San José)
- Winchester Boulevard Master Plan (San José)
- Livermore Station Area ("Isabel Neighborhood") Specific Plan and EIR
- Milpitas Station Area Specific Plan and EIR
- Santa Clara Station Area Plan and EIR
- San José (Diridon) Station Area Plan
- Lake Merritt Station Area Specific Plan and EIR (Downtown Oakland)
- Windsor Downtown/Station Area Specific Plan and EIR
- Pleasanton Downtown Specific Plan
- Genentech Campus Master Plan (South San Francisco)
- BioMarin Campus Master Plan (San Rafael)
- El Camino Real Corrdior Plan and Zoning EIR (South San Francisco)
- Brisbane Baylands Specific Plan (City-led alternative)

Outside Bay Area

- Oceanside Corridors Specific Plan and EIR
- Hillcrest Focus Area Plan (San Diego)
- Honolulu Station Area Planning
- Mission Valley Community Plan and EIR (San Diego)
- Capitol Area Plan, Sacramento (client: State of California)
- San Diego Downtown Plan

General Plans

Mr. Bhatia has led over 35 comprehensive general plans throughout California (including 20 Bay Area cities, including Santa Rosa, Rohnert Park, and Petaluma in Sonomar County). Recently completed general plans include Napa (city) and ongoing general plans include Oakland, Oceanside, Fairfield, and Sacramento.

Zoning

Extensive experience, including for most specific plans; downtowns such as Windsor, San Diego, and Chicago; mixed-use regulations (recently for San Diego); corridors such as El Camino Real in South San Francisco, and TDM and parking regulations, including for Genentech Campus, and BioMarin Campus (San Rafael). Underway citywide objective design standards for Oakland (all uses except industrial).

Program Environmental Review

More than 35 complete program EIRs, including 35 specific and general plans, as well as several Bay Area SCS/Regional Transportation Plan for MTC.



Andrew Hill

Principal

Andrew Hill is an award-winning urban planner with expertise in land use planning, community engagement, and environmental review. Innovative and collaborative, his work is rooted in a strong commitment to sustainable place-making and meaningful stakeholder involvement. He has led multi-disciplinary teams in preparing long range plans for communities throughout California, and he possesses over 15 years of project management and leadership experience in the fields of planning, construction management, and engineering. A particular focus of Andrew's recent work has been on developing strategies to facilitate infill development in strategic locations, promote climate resilience, and engage residents who may not normally participate in civic processes.

Education

Master of Urban Planning (MUP)
McGill University

Honors Bachelor of Arts (BA Hons)
University of Western Ontario

Awards

2022 APA California Statewide Award of Excellence. Santa Rosa Downtown Station Are Specific Plan

2022 APA Northern California Award of Excellence. Comprehensive Plan, Santa Rosa Downtown Station Are Specific Plan

2018 APA Award of Excellence. Vallejo General Plan Update and EIR

2018 APA Award of Merit. Palo Alto Comprehensive Plan Update

2016 AEP Outstanding Public Involvement Award. Palo Alto Comprehensive Plan

2008 Clear Vistas Design Competition. Regina, SK

Recent Assignments

St. Helena General Plan and EIR. Andrew assisted the City with the completion of a targeted update to the General Plan, focused on incorporating policies to address new State requirements that have come into force since the plan was last updated and extending the horizon year of the plan. Issues central to the effort include growth management, economic development, historic resource preservation, public safety, and agricultural preservation. Andrew also led the EIR on the Plan.

Santa Rosa Downtown Station Are Specific Plan and EIR. Andrew led a multi-disciplinary team in preparing the Santa Rosa Downtown Station Area Specific Plan (DSASP) Update, which comprehensively retooled a plan that serves as the blueprint for development and preservation in a 720-acre area surrounding the Downtown SMART Station at the heart of the city. The DSASP incorporates innovative new strategies and standards to incentivize high-density, transit-oriented projects, remove barriers to development, improve connectivity and walkability, heighten sense of place, and help realize Downtown Santa Rosa's full potential. By combining rigorous background analysis with a thoughtful, inclusive approach to stakeholder and community engagement, the planning process generated a bold plan that garnered wide-spread support in the community and was adopted unanimously by the City Council, paving the path to successful implementation.

Union City Station District Specific Plan and EIR. Designed to transform a 470-acre area around the Union City BART Station, the Union City Station District Specific Plan seeks to foster a large mixed-use district with unique sub-districts, complemented by engaging and attractive public spaces, with multiple new streets and pedestrian/biking connection to enhance connectivity walkability, and access. Andrew was a participating principal on the Dyett & Bhatia that led preparation of the plan and also worked successfully on behalf of the City with architects and owners of a key site in the plan area to enhance walkability, orchestrate densities to capitalize on BART access, and foster enhanced public realm and integration with the broader Station District.

Pleasanton Downtown Specific Plan and EIR. Downtown Pleasanton is highly successful, with a vibrant mix of uses, community events, independent businesses, and historic homes. As the City looks to relocate its civic center and redevelop the 13-acre site where it is currently located, significant new opportunities emerged downtown. The updated Specific Plan provides guidance for transforming this area into a new mixed-use destination while retaining the small-town feel of the Downtown. The Plan also ensures that small-scale infill throughout the Downtown contributes positively to the existing urban fabric, focusing on appropriate land use mix; economic development; transitions and context-sensitive urban design; and streetscape and multi-modal connectivity. Andrew led the D&B team in finalizing the Plan and preparing a programmatic EIR for the project.

Crow Canyon Specific Plan Update. San Ramon is a vibrant, growing community with a strong job base and a diverse, well-educated population. Andrew led the team assisting the City with an update to the Crow Canyon Specific Plan intended to recalibrate the vision for a 135-acre area in the northwest of the city and refine implementing actions needed to support successful redevelopment. A key project objective is to create a walkable village center at the heart of the plan area with high-quality design that contributes to the character of the community. Through a series of study sessions and workshops with the Planning Commission, D&B worked to define desired design outcomes and create objective development and design standards for multifamily and mixed use development. Multimodal connectivity, retail vitality, and creekside development were also issues central to the project.

Sixth Cycle Housing Element Experience:

City of Moreno Valley (certified 2022)

City of Monterey

City of San Pablo

Town of Ross

Town of Fairfax

City of Turlock



Helen Pierson

Associate

Helen Pierson has a background in architecture and design that informs her work as a planner. Ms. Pierson specializes in General and Specific Plans and has a range of skills and prior experience that support her work, including land use planning, data analysis, research, community outreach, graphic design and 3d modeling. Her research interests include equity-driven planning, environmental justice, and the power of data analysis in the planning process.

Education

Master of Urban Planning
Columbia University

Bachelor of Architecture
Washington University in St. Louis

Recent Assignments

Sonoma Developmental Center Specific Plan. Ms. Pierson was instrumental in producing the Specific Plan for the Sonoma Developmental Center, a retired State owned care facility. Her work on the project included drafting the plan and supporting policies, leading and supporting community outreach efforts to a diverse range of stakeholders, determining land use allocations, drafting public realm designs, and conducting financial analysis to work towards a plan that satisfied both the community's vision for the site and the needs for financial feasibility and housing in the Sonoma Valley. The plan was successfully adopted by the Sonoma County Board of Supervisors in December 2022.

Oceanside General Plan Update. Ms. Pierson is leading the Oceanside General Plan Update, a complrehensive update for the third largest city in San Diego County. The General Plan Update envisions the future of Oceanside as a diverse visitor destination with a distinct identity and focus on mixed-use development along the City's major transportation corridors. Ms. Pierson has been engaged in all phases of the planning process for the General Plan and is currently drafting the final Elements and policies.

Smart and Sustainable Corridors Specific Plan. Concurrent with the Oceanside General Plan Update, Ms. Pierson is leading the City's Smart and Sustainable Corridors Specific Plan (SSCSP), a Specific Plan focused on revitalizing the three main east-west corridors in Oceanside as vibrant pedestrian-oriented communities, benefitting from infill and redevelopment on currently vacant and underutilized sites. Ms. Pierson has been involved in all phases of the Plan's production and is currently working closely with subconsultants to finalize the Specific Plan.

Union City Station Area Specific Plan Zoning Amendment. Ms. Pierson contributed to new portions of Union City's zoning code for districts established by the Union City Station Area Specific Plan. Additions to the zoning code were written to both improve on the existing code, and integrate well with what the City already had in place.

Moreno Valley General Plan and Housing Element Update. Ms. Pierson has contributed research and writing to several chapters of the Moreno Valley General Plan Update as well as providing support for sections of the Housing Element Update.



Clare Kucera

Associate

Clare Kucera is a multidisciplinary planner with an emphasis on environmental review, climate change resilience, and physical planning and design. Ms. Kucera is dedicated to connecting ecology and social sciences to sustainably and equitably integrate humans into natural systems. She has expertise in producing research and written chapters of technical background reports; general plan elements including housing, safety, conservation, open space, and noise; and environmental analysis for a variety of projects across California addressing topics including utilities, geology, land use, recreation, greenhouse gas emissions, and air quality.

Education

Master of Urban and Regional Planning
University of Michigan

Master of Science in Ecosystem Science and Management
University of Michigan

Bachelor of Science in Environmental Studies and Spanish
University of Michigan

UCLA Extension, *Successful CEQA Compliance: A Step-By-Step Approach*
University of California, Los Angeles

Recent Assignments

Oceanside General Plan Update. Ms. Kucera has been involved primarily in drafting the General Plan's Safety and Resilience Element, Vital and Sustainable Resources Element, and Healthy and Livable Community Element.

Sonoma Developmental Center Specific Plan and EIR. Ms. Kucera was the lead author of the EIR for the SDC Specific Plan. The Plan and EIR, adopted in 2022, set a framework for conserving 750 acres of habitat and open space and redeveloping a core campus with housing and jobs, while maintaining the key historic elements.

Town of Fairfax Housing Element EIR and Safety Element. Ms. Kucera is the lead author of Fairfax Housing Element EIR. Her other works involves producing research on existing hazard mapping and wildfire programs in preparation for drafting the Safety Element.

Town of Ross Housing Element EIR and Safety Element. Ms. Kucera prepared the public review draft of the Ross Housing Element EIR, with a focus on an analysis of biological resources, greenhouse gas emissions, cultural resources, noise, transportation, wildfire, and geological hazards.

Pacifica General Plan EIR. Ms. Kucera contributed to the EIR, and assisted with providing responses to over 700 comments from the public, agencies, and organizations.

Oakland General Plan Update. Ms. Kucera has been involved primarily in drafting the General Plan's Safety Element and Climate Change Vulnerability Assessment. Her other work has included updating the Housing Element, including summarizing the City's zoning code and writing the housing needs assessment and housing constraints sections.

Carson General Plan and EIR. Ms. Kucera prepared an Initial Study/Negative Declaration for the Carson Housing Element update and is contributing to the environmental review and analysis for the General Plan EIR, with a focus on an analysis of geological and seismic hazards.

Napa General Plan and EIR. Ms. Kucera contributed to the environmental review and analysis to the EIR for the General Plan update. She is the primary author for the population and housing chapter and assisted in the writing the land use and recreation chapters.



Karen Nicole Chavez

Planner

Karen Chavez is a multidisciplinary planner with expertise in community engagement, environmental planning, and housing. Ms. Chavez has contributed research and writing for technical background reports, community outreach reports, and environmental analysis for a variety of projects across California, addressing topics including transportation, public services and facilities, recreation, agricultural farmland and forest land, and hydrology. Drawing on her background in environmental planning and growing up the Salinas Valley, Karen recognizes the influence of the built environment on physical and mental health and strives to plan healthy and sustainable communities. Karen has native Spanish fluency.

Education

Master of City Planning
University of California, Berkeley

Bachelor of Science in Earth Science, Minor in Urban & Regional Planning
University of California, Irvine

UCSD Extension, CEQA
University of California, San Diego

Recent Assignments

City of Monterey Housing Element Update. Ms. Chavez is the lead planner for the 2023-2031 Housing Element Update for the City of Monterey, being prepared alongside an update to the City's Safety and Land Use Elements. She has been the principal author of background reports on housing needs and constraints. She has also been integral in the public outreach for the project, including the development of interactive surveys and flyers, as well as facilitation of various pop-up outreach events in Monterey.

City of San Pablo Housing and Environmental Justice Element Update. Ms. Chavez is assisting with the preparation the 2023-2031 Environmental Justice Element for the City of San Pablo, which is being developed in tandem with the City's General Plan Housing Element Update. Her responsibilities include providing an assessment of the previous Housing Element's progress, assessing the demographic background and the City's current housing needs, as well as facilitating Environmental Justice pop-up outreach events in both English and Spanish in the City.

City of Turlock Housing Element Update. Ms. Chavez is the lead planner for the 2023-2031 Housing Element Update for the City of Turlock. Her responsibilities include assessing the demographic background and the City's current housing needs, as well as facilitating outreach events in both English and Spanish in the City.

Town of Woodside Housing Element Update and EIR. Ms. Chavez is the lead planner for the 2023-2031 Housing Element Update for the Town of Woodside, being prepared alongside with the Environmental Impact Report for the Housing Element Update. She is the primary author of the Housing Element and has been involved in updating the Housing Element, including analysis of the Town's zoning code to calculate the sites inventory. She is also the primary author of environmental review and analysis for the Housing Element.

City of Oakland Environmental Justice Update. Dyett & Bhatia is assisting the City of Oakland with a comprehensive update to its General Plan, including the creation of a new Environmental Justice Element. Ms. Chavez has contributed to community engagement efforts, including labeling and organizing environmental justice focus group notes, and weaving themes found in engagement into the Draft Environmental Justice Element.



Devaki Handa

Urban Designer/Planner

Devaki Handa has a multidisciplinary background in both architecture and urban design and she integrates various graphic tools into her work, including 3D modeling, CAD drafting and Adobe Creative Suite. Her career in architecture and planning has included design development of institutional, commercial and residential projects.

Education

Master of Architecture and Urban Design
Columbia University – GSAPP

Bachelor of Architecture
Sushant School of Art and Architecture

Recent Assignments

Honolulu Public Views Study. Devaki is the project urban designer preparing analysis and recommendations to preserve views in urban Honolulu. The project is Honolulu's first ever comprehensive assessment of views to maintain an overall sense of the city's landforms as urban development occurs, and will result in establishment of view corridors, and zoning height and bulk limitations to preserve views.

Oakland - Objective Design Standards. Ms. Handa is involved with this project that will develop procedures, regulations and objective development standards to streamline the approval of residential, mixed-use, and commercial projects. Her efforts include research on existing building typologies, as well as creating visuals to help describe the new design standards for multiple building types.

City of Monterey General Plan and Housing Element Update. Ms. Handa is involved in the community outreach aspect portion of the plans, by creating online surveys to help understand where the community would like to see future housing projects in Monterey.

Oceanside - Smart & Sustainable Corridors Specific Plan. Ms. Handa is involved in the Sustainable Corridors Plan which will seeks to channel future housing and employment growth into the City's commercial corridors while maintaining the integrity of adjacent residential neighborhoods. The work includes contributing to the Existing Conditions Report and the creating visual simulations of various development alternatives along the three corridors.

Sharp Park Specific Plan. Ms. Handa contributed to the development of a specific plan for the vibrant town center of Pacifica, including the development of policies and objective standards for mixed use development, and creating visual simulations and walkthroughs of the Plan area for community outreach.

Sonoma Developmental Center Specific Plan. Ms. Handa has been involved with a variety of tasks in the Specific Planning Process, including assessing opportunities and constraints, and creating visual simulations of various development alternatives for community outreach.

Crow Canyon Specific Plan Update. Ms. Handa is an urban designer contributing to the development of Crow Canyon's specific plan, including development of objective standards for multi-family and mixed-use development.

Union City Station District Specific Plan. Ms. Handa is contributing to the development of the specific plan, including helping to develop the urban design and chapter of the existing conditions report, creating visual simulations of various development alternatives surrounding the Union City BART as well as community outreach efforts.



Isha Bhattarai

Senior GIS Specialist

Miss Bhattarai brings more than 10 years of experience working with GIS in the field of Urban Planning. She is our in-house expert on ESRI's ArcGIS, Spatial Analyst, 3D Analyst, Network Analyst, 3D Visualization and Modeling, ArcGIS Online, Google, Sketchup, AutoCAD and Adobe Illustrator.

At Dyett & Bhatia, Ms. Bhattarai has worked on an array of projects ranging from General Plan, Station Area Plans, Downtown and Corridor Plans, Environmental Impact Reports, Redevelopment Plans, and Zoning Ordinances. Ms. Bhattarai is involved extensively in all phases of planning including Demographic Analysis, Existing Condition Reports, Alternatives Analysis, Preferred Plan, Buildout Scenarios, and Environmental Impact Reports. Ms. Bhattarai has experience working with multiple data sources, conducting research, collecting, refining and analyzing data, digitizing and editing spatial data, editing attributes, merging and joining data from different sources, presenting data in geographic and tabular forms and designing and producing advanced cartographic products. Ms. Bhattarai has prepared graphic displays and maps for many of the award winning projects led by Dyett & Bhatia. Her ability to create clear, detailed and beautiful maps using ArcGIS has been appreciated by our clients.

Education

Masters of Community and Regional Planning
Graduate Certificate in Geographic Information Systems (GIS)
Iowa State University, Ames

Bachelor of Architectural Engineering
Institute of Engineering, Tribhuwan University, Nepal

Recent Assignments

Regional Plans/EIRs. Plan Bay Area EIR, Contra Costa Transportation Authority - 2014 Countywide Transportation Plan Update.

General Plans and Related EIRs. Ceres, Belmont, Half Moon Bay, Carlsbad, Woodland, Turlock, Pacifica, Visalia, San Pablo, Fresno, Princeton, American Canyon, Daly City, Emeryville.

Station Area/Specific Plans. Windsor Station Area/Downtown Specific Plan, Honolulu Station Area Plan, Southeastern San Diego Community Plan Update, San Diego Commerical Imperial Corridor Master Plan, Lake Merritt BART Station Area Plan, Livermore Isabel BART Station Area Plan, Mission Valley Community Plan Update.

Zoning and Form-Based Codes. Richmond Zoning Ordinance Update, Santa Cruz Corridor Planning and Zoning Code Update, San Carlos Zoning Ordinance Update, Emeryville Zoning Update, Tahoe Regional Planning Agency Code Update.



ERIN VACA, TE, AICP

SENIOR TRANSPORTATION PLANNER

Erin's experience is concentrated in multimodal planning, transportation impact analyses, transportation impact fee development, and travel demand model application.

PROFESSIONAL HIGHLIGHTS

EDUCATION

MS, Transportation Engineering, Master of City Planning, University of California, Berkeley

BS, Civil Engineering, Princeton University

Coursework in statistical programming and data science

REGISTRATION

California Professional Traffic Engineer No. 2819

American Institute of Certified Planners, 32155

YEARS OF EXPERIENCE

16 Total

9 with DKS

SELECT RELEVANT PROJECT EXPERIENCE

Contra Costa County Transportation Authority Action Plan Updates, CA. Erin managed the DKS role for this project which involved travel demand modeling, operational analysis, and performance metric development for the updates of the subregional Action Plans. The Action Plans cover geographic subregions of Contra Costa County and serve as the foundational documents for CCTA's overall countywide transportation plan. The performance metrics used in this round of Action Plan updates have been expanded to address safety, equity, and sustainability, in addition to the more traditional roadway and intersection level of service metrics. For this project, DKS has prepared a set of land use forecasts consistent with MTC's Plan Bay Area 2050 and a set of baseline 2050 model outputs. These outputs have been used to forecast metrics, including VMT per service population, greenhouse gas emissions, intersection delay, and peak period travel times and speeds among others.

City of Napa General Plan Update, Napa, CA. Erin managed the DKS role in analyzing the existing and future transportation network and needs in support of an update to the Transportation Element of the City's General Plan. DKS applied City's travel demand model among other tools to assess current and future LOS and VMT. DKS prepared a Transportation Impact Study that was incorporated into the environmental document (EIR) for the project.

Napa Countywide Transportation Plan Update, CA. Erin managed this project for the Napa Valley Transportation Authority to update its long-range transportation plan. She oversaw public outreach; development of goals, objectives, and performance measures; and coordinated travel demand modeling for plan alternatives. The DKS team was also responsible for all map preparation, visual communications design, and document layout.

Dixon Area Advanced Traffic and Railroad Safety Study, Dixon, CA. DKS developed a comprehensive railroad crossing improvement plan to enhance safety while preserving convenience and accessibility for all travelers. This study also assessed how growth would affect traffic on City roadways and intersections adjacent to the railroad

ERIN VACA, TE, AICP

SENIOR TRANSPORTATION PLANNER - *CONTINUED*

crossings as well as the traffic impact of potential grade separations or crossing closures. Appropriate safety improvements at the seven at-grade railroad crossing locations and impacts on adjacent roadways and intersections were determined by reviewing crash data, analyzing traffic impacts/benefits of railroad crossing improvements and recommendations for safety improvements consistent with the Dixon General Plan 2040 transportation goals and UPRR policies. Erin served as project manager for this effort.

Dixon Streets Master Plan, Dixon, CA. Erin managed this study for the City of Dixon assessed long term roadway capacity needs based on the City's most recent General Plan update. DKS analyzed roadway cross section as well as intersection operational performance under general Plan buildout conditions. In addition, DKS recommended changes to the City's engineering design standards regarding service volumes.

STA Big Data Consultancy, CA. DKS advised the Authority (STA) on big data products to support their planning analyses. DKS led a big data bootcamp presentation for STA staff and leadership, advised STA on selection of a big data product, and assisted staff in conducting several analyses. These include an analysis of commute trip making in the I-80 corridor for the purpose of marketing Travel Demand Management programs and analysis of trip origins and destinations along the SR-37 corridor that might be diverted to rail. Erin was the DKS project manager for this effort.



DANIEL BLOCK, TE

TECHNICAL LEAD: MODELING

Daniel brings a wide variety of transportation engineering and planning experience from work throughout California. Bringing an engineering background to planning, he specializes in finding new methodologies for data-driven planning for roadways, active modes, transit, site developments, and general plans. Daniel has experience with developing, validating, and applying travel demand models and economic/behavioral modeling using discrete choice models, multiple regression, and factor and cluster analysis. He has also been responsible for building and evaluating micro-simulation models. Daniel is experienced with various transportation analysis software such as VISSIM, VISUM, VISTRO, Synchro/SimTraffic, TransCAD, Cube/Voyager, ArcGIS, HCS, FREEVAL, and Traffix.

PROFESSIONAL HIGHLIGHTS

EDUCATION

M.S. Transportation Technology and Policy, University of California, Davis

B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION

California Professional Traffic Engineer No. 2676

YEARS OF EXPERIENCE

17 Total

<1 with DKS

SELECT RELEVANT PROJECT EXPERIENCE

***SR-60/Theodore Interchange PA/ED Traffic Study, Moreno Valley, CA.** Senior Planner for the traffic study. The SR-60/Theodore interchange is currently a low-capacity facility that will not be able to accommodate significant planned development that would access SR-60 at Theodore Street. The team analyzed the traffic benefits and challenges to compare seven proposed interchange configurations. Daniel was responsible for travel demand modeling and oversaw traffic operations analysis. Client: City of Moreno Valley.

***Stockton Blvd Corridor Complete Streets, Sacramento, CA.** Dan was the lead traffic engineer for a study to evaluate potential changes to a 4-mile segment of urban arterial that was built as an intercity auto route and now needs to serve a variety of user types (pedestrians, bicyclists, transit users, etc.). Dan used SACOG's regional travel demand model to forecast future demand, as well as the effect that changes to the corridor might have on parallel routes. He also performed VISSIM micro-simulation operations analysis for a particularly challenging intersection. Client: City of Sacramento.

***Guam Island-wide Program Management, Guam, USA.** Senior Planner for traffic and transportation issues. This program management contract is a precursor to what will be an approximately $30 million effort to upgrade infrastructure on the island to accommodate relocating the U.S. Marines from Okinawa, Japan, in 2010-2014. Parsons Brinckerhoff is providing a traffic impact analysis of projects related to the development of a new Marine base and expansion of Air Force and Navy installations. Dan developed socio-economic inputs for a new Guam travel demand model, traffic forecasting and roadway analysis for the Guam and CNMI Military

DANIEL BLOCK, TE

TECHNICAL LEAD: MODELING - *CONTINUED*

Relocation SEIS and signal timing for Guam traffic on-call studies. Client: United States Department of Defense.

***California Statewide Rail Market Analysis, Sacramento, CA.** Provided market analysis in preparation for a new state rail plan that incorporates high speed rail. Daniel aggregated and synthesized a variety of origin-destination data sources including existing rail ridership, the California Statewide Travel Demand Model (CSTDM), and FRA's CONNECT, to create a tool to show potential rail demand along corridors and between markets, for scenarios including phases of California High Speed Rail, and inter-state high speed rail. Client: California State Transportation Agency.

***Fresno Strategic Service Evaluation, Fresno, CA.** Daniel applied the Fresno COG travel demand model to prepared travel-time heat maps to compare the accessibility of key locations by transit versus driving. Client: Fresno Council of Governments.

***Santa Clara County Expressway Program Support Services, Santa Clara, CA.** The scope includes planning and design services for a series of expressway corridor studies in Santa Clara County on a task order basis. Daniel is the traffic analysis task lead for the Montague Expressway corridor study. The scope also includes modeling this major arterial in VISSIM and developing and testing operation improvements. Client: Santa Clara County.

***I-15 Express Lanes PA/ED, San Bernardino County, CA.** The scope includes the preparation of a project approval and environmental document (PA&ED) evaluating the feasibility of introducing express lanes on a 14-mile section of I-15 in San Bernardino County. The project would construct two managed lanes in each direction in the existing median for most of the corridor and a single lane in the rest. Dan used the San Bernardino Travel Analysis Model to prepare travel forecasts and then performed microsimulation analysis to determine the effects of vehicles weaving to and from the managed lanes. Cliwent: San Bernardino County Transportation Authority.

***World Logistics Center Environmental Impact Report/Specific Plan, Moreno Valley, CA.** Daniel was a lead modeler/traffic engineer preparing future traffic forecasts and traffic operations analysis for the traffic impact assessment of what will be one of the largest logistics centers in the United States. The study included forecasting the traffic that will be generated by tens of thousands of workers, analyzing the LOS for hundreds of intersections, determining the LOS on freeways affected by car and truck traffic, and preparing the traffic section of the EIR. The project's effect on the regional Vehicle Miles of Travel (VMT) was evaluated using the RivTAM TransCAD model.

***Regional Truck Fee Update, Riverside County, California (Client: Riverside County Transportation Commission), CA.** Lead modeler for updating an impact fee for new logistics warehouses as a mechanism for paying their fair share of the cost of freeway improvements necessitated by increased truck traffic. Used the RIVTAM model to identify existing and future freeway deficiencies, forecast the growth in truck traffic that is attributable to new warehouses in Riverside County, and determine the fair share contribution that could potentially be charged to new warehouses.

**Projects prior to joining DKS.*



SEAN CARNEY, EIT

TRANSPORTATION ENGINEER/PLANNER

Sean offers a broad range of analysis skills including signal timing, traffic operations analysis, transportation system planning, and crash data and safety analysis. Sean works primarily with public agencies to identify and resolve the transportation issues of today and plan around the travel demand of the future. He is experienced in providing both quantitative and qualitative analysis for all methods of mobility and has worked on projects throughout Northern California, Oregon, and Texas to address the needs of growing traffic, transit, and active mobility demands. Sean is adept at applying various software packages for traffic analysis including Synchro/SimTraffic, Vissim, ArcGIS, and Cube.

PROFESSIONAL HIGHLIGHTS

EDUCATION

B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION

California Engineer in Training No. 146088

YEARS OF EXPERIENCE

9 Total

9 with DKS

SELECT RELEVANT PROJECT EXPERIENCE

City of Sacramento Grid 3.0 and Central City Specific Plan, Sacramento, CA. Sean assisted in evaluating planning alternatives for the Downtown Sacramento street grid. Evaluation metrics included mode share, vehicle miles of travel, vehicle hours of delay, and street segment volume-to-capacity ratios for all streets in the downtown area. Sean performed a high-level review of the existing transit data and the projected growth in transit operations to provide the City with recommendations for targeted improvements to the transit system including enhanced bus stops, queue jumps, and new dedicated transit lanes. Sean provided model data and model post-processing for the preferred alternative that was developed through this process for the Central City Specific Plan. He also provided data that helped the City define a methodology to address VMT impacts related to SB 743 including developing maps that show high-quality transit proximity and development densities for the Central City.

City of Rancho Cordova On-Call Transportation Support Services, Rancho Cordova, CA. For the past nine years, Sean has provided support to the City of Rancho Cordova on a wide variety of transportation related projects. This includes signal warrant studies, modeling support, TIA review, access management review, special event parking design, grant support, traffic impact fee updates, and truck circulation planning. Sean has been managing task orders for this On-Call since 2019.

City of Sacramento Transportation Impact Analysis On-Call, Sacramento, CA. For the past nine years, Sean has completed numerous Transportation Impact Analyses for the City of Sacramento through their TIA on-call. This has included analysis of roadway projects, commercial and residential developments, schools, parking

SEAN CARNEY, EIT

TRANSPORTATION ENGINEER/PLANNER - *CONTINUED*

structures, and various other development types. These studies have ranged in size from single parcel developments to entire plan areas and have included analysis of on-site circulation, parking, driveway access, local streets and intersections, interchanges and freeways, and construction diversion analysis.

Metropolitan Transportation Commission Program for Arterial System Synchronization, CA. Sean worked on the MTC PASS program for four years evaluating and updating signal timing on corridors of regional significance. Through this program, Sean has evaluated, developed timing for, and implemented signal timing on more than 200 signals utilizing a variety of platforms including Econolite Centracs and Ares, Siemens SEPAC, McCain 233 and 2033, Intelight Maxview, and other systems.

Pier Avenue Multimodal Corridor Study, Oceano, CA. Sean is currently working with San Luis Obispo County to evaluate multimodal improvement concepts for Pier Avenue. This corridor is just under 0.5 miles long but serves as a key community access and as access to one of California's only beach vehicle recreation areas. The project seeks to find the best utilization of existing right of way to improve pedestrian and bicycle access to this tourist destination. This project is being done with significant input from the local community to ensure that the developed concepts meet and serve local needs.

North 12th Street Complete Street PA/ED, Sacramento, CA. Sean provided traffic analysis and intersection concept plans for the installation of a new Class IV bikeway on North 12th Street. He evaluated delay and queuing impacts of the project and made recommendations for intersections that posed a particular challenge. Specifically, Sean worked with City staff to ensure that the proposed intersection design concepts for North 12th Street and North B Street met California MUTCD requirements while clearly and efficiently directing intersection operations. This included recommendations for bicycle signals and striping that were recently approved by Caltrans. Additionally, a concept design for a protected intersection at North 12th Street and C Street where the Class IV bikeway terminates was developed to improve regional bikeway connectivity and safety.

Broadway Complete Streets Project, Sacramento, CA. Sean completed a traffic analysis for the City of Sacramento's proposed roadway diet on Broadway Street. Work included HCM analysis of the modified intersections along Broadway as well as analysis of intersections on parallel corridors that would be affected by the shift in traffic caused by the road diet. Travel patterns were made consistent with the Sacramento Downtown Specific plan which was being developed in parallel to this effort.

Grant Line Road-Sheldon Feasibility Study, Elk Grove, CA. Traffic Operations/Access Management. Sean worked with the City of Elk Grove staff to evaluate the feasibility of corridor improvements on Grant Line Road between Elk Grove Boulevard and Calvine Road. This work included providing strategic advice regarding intersection and median treatments, access management, safety evaluation, and intersection delay evaluation. This work was then used to assist the City in preparing data for a SB1 Local Partnership Program grant application in 2018 for a portion of this project. This preparation work included providing VMT, expected crash reduction, and emissions calculations using the available Caltrans calculation tools and the SacSim model.



ALEXANDRA HAAG

TRANSPORTATION ENGINEERING ASSOCIATE

Alex is a transportation planning and engineering associate with DKS. Her previous work experience is related to multimodal planning studies, traffic operations analysis, and road safety analysis for both the private and public sectors. Working as a transportation engineer in Canada before joining DKS, Alexandra assisted in the planning and design of transportation projects ranging from public bike share launches and vision zero initiatives to major infrastructure and highway planning. She also has experience with signal timing and operations, parking studies, and microsimulation modeling analysis.

PROFESSIONAL HIGHLIGHTS

EDUCATION

Master of Science in Community and Regional Planning, University of Toronto

Bachelor of Applied Science in Civil Engineering, University of British Columbia

YEARS OF EXPERIENCE

5 Total

1.5 with DKS

SELECT RELEVANT PROJECT EXPERIENCE

STA Countywide Local Road Safety Plan, CA. DKS prepared a Countywide Local Road Safety Plan for STA and their member agencies. This included an analysis of safety needs as well as outreach covering education, enforcement, and emergency services. Alex assisted with the production of Highway Safety Improvement Program (HSIP) applications for signalized and unsignalized intersections in Solano County.

Half Moon Bay Podesta Analysis, CA. DKS provided preliminary transportation impact analysis and site access assessments to guide the early planning phase of a mixed-use project. For this project, Alex evaluated existing pedestrian and cycling conditions in the study area adjacent to a high school and proposed potential future infrastructure improvements to improve safety for pedestrians, cyclists and motorists.

Hood River Westside Park Traffic Study, OR. For this project, Alex identified existing pedestrian and cycling infrastructure and proposed future improvements as part of the proposed Westside Park plan. Alex also evaluated motor vehicle crash data and identified collision-prone locations near the study area.

ODOT Newport Transportation System Plan Update, OR. DKS led an update to the City of Newport's Transportation System Plan to address multimodal needs through 2040. The focus of this update was to apply practical design techniques to get the best outcomes for the City, and to address gaps in the development review guidelines to include site re-development. Alex provided support for the development of evaluation criteria to evaluate planned walking, cycling and motor vehicle infrastructure upgrades on the basis of improving safety and accessibility for all modes as part of the Newport Transportation System Plan Update.



SYLINDA VILLADO

TRANSPORTATION PLANNING/ENGINEERING ASSISTANT

Sylinda is an experienced transportation planner with three years of experience in planning. She also has community outreach experience and is dedicated to involving the public in the planning process. Sylinda is dedicated to ensuring disadvantaged communities gain equitable and accessible transportation.

PROFESSIONAL HIGHLIGHTS

EDUCATION

BA Geography,
California State University, Chico

AS Wildland Resources &
Forestry, Citrus College

YEARS OF EXPERIENCE

3 Total

<1 with DKS

SELECT RELEVANT PROJECT EXPERIENCE

Siskiyou County General Plan Update, Siskiyou County, CA. DKS is preparing an update to Siskiyou County's Circulation Element including policies, SB 743 compliant VMT thresholds and analysis, and Safety Element SB 747 compliant analysis. Sylinda is analyzing and summarizing existing mobility trends and conditions in Siskiyou County. Analysis of demographic, socio-economic factors, vehicle miles traveled, and pavement condition index including manipulating data and emulating data graphics is included in this update.

Santa Maria Holiday Inn TIA Peer Review, Santa Maria, CA. The City of Santa Maria requested DKS Associates to perform Traffic Impact Analysis Peer Review to a proposed development to ensure compliance with City, state and county standards. DKS is an on-call consultant to the City of Santa Maria and is tasked with reviewing TIA's performed and submitted to the City.

***Tolowa Dee-ni' Connected Communities Plan, Tolowa Dee-ni' Nation, Green DOT Transportation Solutions, CA.** Sylinda previously worked with Green DOT Transportation Solutions on the development of the Connected Communities Plan for the Tolowa Dee-ni' Nation in Del Norte County. The Plan evaluated and identified gaps in tribal land infrastructure and areas in desperate need of pedestrian safety improvements. Sylinda provided technical data analysis including demographic, socio-economic, and safety.

***Grant Writing Support, Various Agencies, Green DOT Transportation Solutions, CA.** While at Green DOT, Sylinda provided excellent grant storytelling and data input for various agencies on state and federal grant opportunities. Sylinda has developed grant narrative for the following grant programs:

- Caltrans Sustainable Communities
- Caltrans Clean California
- Rebuilding American Infrastructure with Sustainability and Equity (RAISE)



Jason Moody

Managing Principal

Education

Master of Public Policy, UC Berkeley, 1995

BA in Economics, UC Santa Cruz, 1988

Previous Employment

Budget Analyst for City of San Francisco (1995)

Research Analyst, Fisher Center for Real Estate and Urban Economics (1994–5)

Business Analyst, Port Authority of New York/New Jersey (1994)

Reporter, States News Service, Washington, DC (1989–1992)

Publications/Presentations

Capturing the Value: Financing Arts and Culture, presentation at CALED annual conference. June 21st, 2023

"Preparing for Infill Housing in Retail & Office Developments," Urban Land Institute TAP Report for Orange County Council of Governments (OCCOG)

"Revitalizing the Commercial Strip with Housing," California Economic Snapshot Quarterly Report. CALED, December 2022

"Bay Area Downtowns, Post-Pandemic Prospects," Bay Area Planning Directors Association (BAPDA), Winter 2022 Meeting

"Retail versus Housing: Rethinking the Fiscal Paradigm" Meta hosted webinar, June 10, 2022

"Bay Area Downtowns: Place Types and Post Pandemic Prospects." San Mateo Council of Cities, May 22, 2022

"Repositioning Languishing Assets: Building for the Missing Middle." ULI Urban Revitalization Council, Fall 2020

"COVID-19: Cross-Cutting Trends toward a New Reality." Lambda Alpha International Spring / Summer, 2020

"The DNA of Downtowns, – Typologies and Success Factors", West Coast Urban District Forum, Spring 2020.

Jason has worked at EPS for over 25 years and has been instrumental in building the firm's practice in Northern California. He has extensive experience in real estate market and financial analysis, public finance, and economic development strategies. Jason regularly works for both public and private sector clients, focusing on the feasibility and economic implications of individual projects as well as development and provision of public services and infrastructure to larger areas, including downtowns, mixed-use districts, corridors, and entire cities. He has developed specialized expertise with tourist-oriented economies, particularly smaller communities linked to California's abundant natural, recreational, and agricultural resources (e.g., wine country, coastal communities, ski towns).

Selected Project Management Experience

Downtown Napa Specific Plan and General Plan Update: EPS provided market and development feasibility analysis to revitalization strategies for a downtown that has subsequently evolved as a vibrant, mixed-use district. EPS subsequently provided economic analysis to support the General Plan Update.

Santa Rosa Downtown Specific Plan: EPS evaluated the market and development feasibility of vertical-mixed use residential and commercial development in this historic downtown.

Downtown Sebastopol Specific Plan: EPS provided market analysis and a financing strategy for the evolution of an underutilized commercial district into a mixed-use town center serving residents and visitors to California's Wine Country.

Pacifica General Plan Update and Sharp Park Specific Plan: EPS provided economic analysis focused on how this small coastal City could further leverage its tourist, retail, and recreational assets. EPS subsequently evaluated market conditions and developed a financing plan for a historic downtown adjacent to Sharp Park Beach.

Sausalito General Plan Update: EPS served as the lead economist for the Sausalito General Plan Update, a small and relatively affluent coastal community located on the San Francisco Bay that also service as a major tourist destination.

Half Moon Bay General Plan Update: EPS provided economic analysis focused on how this small coastal City in the San Francisco Bay Area could further leverage its tourist, retail, and recreational assets.

Downtown Pleasanton Specific Plan: EPS provided strategic market and development feasibility analysis focused on how a relatively small downtown can carve out an effective commercial market niche in a mature and highly competitive regional market.

Downtown Orinda Precise Plan: EPS evaluated a range of economic and market issues to inform a downtown Precise Plan and Housing Element approval.

Downtown Walnut Creek Precise Plan: Working for the City, EPS evaluated the market and financial feasibility of various mixed-used redevelopment options for a sub-district of Downtown.

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Megan Gregory

Associate

Education

Master of Public Policy, Mills College, 2022

Bachelor of Arts in Government, College of William & Mary, 2018

Previous Employment

Account Clerk, City of Concord Finance Department, 2018 - 2022

About

Megan Gregory joined the firm in 2022 and brings academic and professional experience in local government, urban economics, and housing policy.

Selected Project Experience

Healdsburg Housing Element Implementation and Housing Needs Assessment

EPS assisted the City of Healdsburg in characterizing the existing workforce in Healdsburg and assessing the need for additional housing affordable to those working in Healdsburg. EPS produced a quantitatively based housing needs assessment which is responsive to policy objectives. EPS continues to conduct research and provide analysis on housing element implementation questions posed by City staff and the Healdsburg Housing Element Working Group.

Benicia North Study Area

The City of Benicia is interested in exploring potential uses for a large parcel of privately owned land, identified as the North Study Area. EPS supported City staff and planning consultant efforts by conducting a market analysis of potential land uses as well as a study of emerging sectors in the region. EPS also conducted a feasibility study and fiscal impact analysis on several development scenarios, identifying tradeoffs associated with various land use types.

Calistoga Impact Fee Update

The City of Calistoga contracted EPS to update the development impact fee program. EPS is reviewing the current fee structure as well as the status of City Capital Improvement Programs. EPS will conduct a complete review of the City's capital facilities needs and prepare the nexus-based cost allocation necessary to develop an updated fee schedule. As part of this analysis EPS will also develop options to convert development fees to vary with residential unit size, as required by AB 602.

Fisherman's Wharf Revitalization Strategy

To help the Port address vacancies and faltering business performance, EPS undertook a collaborative engagement with Port staff that leveraged internal data, past district studies, and internal working strategies already under consideration. EPS evaluated market conditions, characterized Port real estate assets, considered past public realm studies, and studied international waterfront district exemplars.

Berkeley Affordable Housing Policy Incentives

As part of the Mills College Master of Public Policy Program, Megan conducted a detailed analysis of land use policy incentives for affordable housing production for Councilmember Lori Droste's use in preparation for the 6th Cycle Housing Element. Megan researched housing market conditions and the historic context contributing to the City's struggle to produce affordable housing. Additionally, Megan conducted GIS analysis to evaluate whether the housing units being produced in the City were distributed equitably. Megan provided recommendations on next steps to improve the production and geographic distribution of affordable housing in Berkeley, CA.

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BOTTOMLEY ASSOCIATES
URBAN DESIGN & CITY PLANNING

TERENCE BOTTOMLEY

Background

Principal Terence Bottomley has over thirty years of experience and has completed over one hundred urban design- and city planning-related projects. His work focuses on pedestrian- and transportation-oriented development planning and capital improvement projects. Work products include land use and development master plans, zoning standards, design guidelines, and detailed design and construction drawings for streets and public spaces. Projects typically involve a public engagement process, and Mr. Bottomley has extensive experience facilitating community meetings and workshops. He is a member of the American Institute of Certified Planners (AICP) and a California-registered Landscape Architect. He founded Bottomley Design & Planning in Oakland, California, in 1999.

Selected Projects

Bottomley Associates Urban Design & City Planning, Oakland, CA 1999 - present.

- Sonoma County Development Center Specific Plan, Sonoma County/Dyett & Bhatia
- Benicia North Area Vision Plan, City of Benicia/Ben Noble Planning
- El Camino Real/GBI Street Improvements, City of South San Francisco/Mark Thomas Inc.
- Harbor Industrial Area Specific Plan, City of Belmont/Good City Inc.
- Newark Old Town Specific Plan/Thornton Avenue Street Redesign, City of Newark/Rhoades Planning Group
- Safe Routes for Seniors/Downtown Improvements Project, City of Hayward/W-Trans
- Capitola Objective Development Standards, City of Capitola/Ben Noble Planning
- Mountain View Transit Center Urban Design Guidelines, City of Mountain View
- Lakeside Park/Fairyland Entrance/Bellevue Drive Improvements, City of Oakland
- Decoto Industrial Park/Union City BART Area Specific Plan, Union City/Dyett & Bhatia
- Bayhill Specific Plan, City of San Bruno/Dyett & Bhatia
- Benicia Eastern Gateway Mixed-Use Zoning Standards, City of Benicia/Ben Noble Planning
- Innovate 680: Shared Mobility Hubs Program, CCTA/Kimley-Horn
- Mountain View Transit Center Master Plan, City of Mountain View/VTA/Kimley-Horn
- Millbrae Downtown and El Camino Real Specific Plan, City of Millbrae/Mintier-Harnish
- Millbrae BART Station Access Plan, City of Millbrae/Kimley-Horn
- Latham Square Permanent Plaza Design, City of Oakland
- 18th Street Streetscape Improvement Project, City of Oakland
- East San José Multimodal Transportation Improvement Plan, City of San Jose/Kimley-Horn
- Hongguo City Expansion Concept Plan, Panxian, China
- East Santa Clara Street Urban Village Plan, City of San Jose
- El Camino Real PDA Plan, City of Redwood City/Dyett & Bhatia
- Downtown Plaza and Pedestrian Corridor Design Plan, City of Napa
- Baijin New District Master Plan, Guiyang, China
- Oakley Downtown Specific Plan Update, City of Oakley
- Lincoln Square/Alice Street Neighborhood Park Project, City of Oakland
- Winchester Boulevard/Santana Row Urban Village Plan, City of San Jose/Dyett & Bhatia
- Citywide Transportation Plan for Redwood City, City of Redwood City/Fehr & Peers

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- Lake Merritt BART Station Area Master Plan, City of Oakland/Dyett & Bhatia
- Menlo Park Transportation Master Plan, City of Menlo Park/W-Trans
- El Camino Real and Downtown Specific Plan, City of Millbrae/Mintier-Harnish
- BART Silicon Valley TOD and Station Access Study, VTA/Kimley-Horn
- Downtown Transit Center Master Plan/Broadway Streetcar Study, City of Redwood City/CDM Smith
- Carolan Avenue Complete Street Improvements, City of Burlingame/Kimley-Horn
- Belmont Village Specific Plan, City of Belmont/Dyett & Bhatia
- Fruitvale Alive Gap Closure Streetscape Project, City of Oakland/AECOM
- Grand Boulevard Initiative: El Camino/Arroyo Complete Street Improvements, City of San Carlos/Mark Thomas & Co.
- Napa Riverfront/Riverside Drive Vision Plan, City of Napa
- Stanford in Redwood City Precise Plan, City of Redwood City
- SR 29 Gateway Corridor Improvement Plan, County of Napa/Dyett & Bhatia
- Grand Boulevard Initiative: Complete Streets Case Studies Project, SamTrans w/Caltrans and the Cities of Daly City, South San Francisco, San Bruno, and San Carlos
- Guominsen Village Plan, Panxian, China
- Grand Boulevard Initiative: Multi-Modal Transportation Corridor Plan, SamTrans w/VTA, San Mateo C/CAG, Caltrans
- Peralta Hacienda History Trail/Park Renovation Project, City of Oakland
- Downtown Brentwood Streetscape Master Plan/Improvement Project, City of Brentwood
- Winchester Boulevard Development Master Plan, City of Campbell
- Chuandong Satellite Areas Growth Plan, Tongren, China
- SVRT/BART-to-San Jose Station Areas Vision Plan, Santa Clara VTA
- 14th Avenue Streetscape Improvement Project, City of Oakland
- Marina Shores Village / Peninsula Park Precise Plan, City of Redwood City
- Downtown Riverfront Urban Design Master Plan / Schematic Design Plans, City of Napa
- Downtown Winters Master Plan, City of Winters
- Wusitai New Town Master Plan, Wuhai, China
- East Campbell Avenue Master Plan, City of Campbell
- Josie Cruz Neighborhood Park Renovation, City of Oakland
- Oakley Downtown Specific Plan, City of Oakley
- Bayfront Area Visioning Study, City of Redwood City
- Napa River Parkway Master Plan, City of Napa
- San Jose Medical Center Land Use/Health Care Study, City of San Jose/HCA Inc.
- Inner Telegraph Avenue/Uptown Streetscape Improvements Project, City of Oakland
- Soscol Avenue Corridor / Downtown Riverfront Development Guidelines, City of Napa
- Foothill Boulevard/Seminary Avenue Transit Hub Master Plan, City of Oakland
- Underhill Housing Area Streetscape Design Manual, UC Berkeley
- Telegraph Avenue Pedestrian Streetscape Improvement Project, City of Oakland
- Alameda Point Bay Trail & Parks Master Planning, City of Alameda
- Downtown Oakland Streetscape Master Plan, City of Oakland
- Ashland/Bayfair BART Transit Improvements, Alameda County Redevelopment Agency
- Tannery Bend Design and Development Guidelines, City of Napa
- Charleston/Arastradero Corridor Improvement Plan, City of Palo Alto
- Main Street Silicon Valley Corridor Study, Joint Venture Silicon Valley

- Tamien Station Site Development Master Plan, City of San Jose, VTA, Barry Swenson Builder
- MacArthur Boulevard Streetscape Master Plan, City of San Leandro
- Gardner/Atlanta, Josefa/Auzerais, and Spartan/Keyes Neighborhood Plans, City of San Jose
- Hegenberger Road Streetscape Improvements/Urban Design Coordination, City of Oakland
- Central San Leandro/BART Station Area Revitalization Strategy, City of San Leandro

Freedman Tung & Bottomley Urban Design, San Francisco, CA, 1988 - 1999. Conducted or participated in over sixty urban planning- and design-related projects.

- Downtown Mountain View Transit Center, Santa Clara Valley Transportation Authority
- Downtown Lodi Transit Center Master Plan, City of Lodi
- Evelyn Avenue Corridor Precise Plan, City of Mountain View
- Civic Center/Hayward BART Site Development Master Plan, City of Hayward
- Downtown Ventura Specific Plan, City of Ventura
- Central City Specific Plan & Revitalization Strategy, City of Yuba City
- Old Mountain View Neighborhood Improvement Plan, City of Mountain View
- Boulder Creek Village Specific Plan, County of Santa Cruz
- Downtown Precise Plan, City of Cathedral City
- West San Carlos Street & The Alameda NBD Revitalization Strategies, City of San Jose
- Plumas Boulevard Streetscape/Town Square Project, City of Yuba City
- Palm Canyon Drive/Highway 111 Streetscape Improvement Project, City of Cathedral City
- Downtown Phoenix Streetscape Improvements, Phoenix AZ
- Downtown Gateways & Broadway Streetscape Renovation, City of Redwood City

The Planning Collaborative, San Francisco, CA. 1984 - 1988. Managed and/or participated in over twenty land use-, CEQA-, and urban design-related projects.

Registrations/Certifications

Member, American Institute of Certified Planners, AICP
Registered Landscape Architect, State of California # 3031

Professional Affiliations

American Planning Association
American Society of Landscape Architects
American Institute of Architects, Associate
Urban Land Institute

Education

Master of City Planning: Economic Development/Urban Design, University of California, Berkeley; *Eisner Prize in the Fine Arts for Urban Design, College of Environmental Design Scholarship*

Bachelor of Science in Environmental Planning/Landscape Architecture, Rutgers University

BOTTOMLEY ASSOCIATES
URBAN DESIGN & CITY PLANNING

CLAIRE VLACH, AICP

Background

Ms. Vlach focuses on policy planning for development and capital improvements-related projects. Her work has included preparation of master development plans and regulatory documents, as well as transportation- and streetscape-related urban design, mapping, computer imaging, communications graphics, and landscape architecture construction drawings. Ms. Vlach will take the landscape architecture licensing exam in 2022.

Selected Complete Street-Related Projects

Associate, **Bottomley Associates Urban Design & City Planning**, Oakland, CA, 2007 - present

- Safe Routes for Seniors Downtown Improvements Project, City of Hayward/W-Trans
- Benicia North Area Vision Plan, City of Benicia/Ben Noble Planning
- Harbor Industrial Area Specific Plan, City of Belmont/Good City Inc.
- Newark Old Town Specific Plan/Thornton Avenue Street Redesign, City of Newark/Rhoades Planning Group
- Mountain View Transit Center Urban Design Guidelines, City of Mountain View/VTA/ Kimley-Horn
- Union City BART Area Specific Plan, Union City/Dyett & Bhatia
- Latham Square Permanent Plaza Design, City of Oakland
- Bayhill Specific Plan, City of San Bruno/Dyett & Bhatia
- Mountain View Transit Center Master Plan, City of Mountain View/VTA/Kimley-Horn
- Lakeside Park/Fairyland Entrance Improvements, City of Oakland
- El Camino Real Grand Boulevard Improvement Project, City of South San Francisco/Mark Thomas Inc.
- Newark Old Town Specific Plan/Thornton Avenue Redesign, City of Newark/Rhoades Planning Group
- East Santa Clara Street Urban Village Plan, City of San Jose
- Citywide Transportation Plan for Redwood City, City of Redwood City/Fehr & Peers
- Menlo Park Transportation Master Plan, City of Menlo Park/W-Trans
- Downtown Redwood City Transit Center Master Plan/Broadway Streetcar Study, City of Redwood City/CDM Smith
- Carolan Avenue Complete Street Improvements, City of Burlingame/Kimley-Horn
- Fruitvale Alive Gap Closure Streetscape Project, City of Oakland/AECOM
- Grand Boulevard Initiative: El Camino/Arroyo Complete Street Improvements, City of San Carlos/Mark Thomas & Co.
- Napa Riverfront Riverside Drive Vision Plan, City of Napa
- Grand Boulevard Initiative: Complete Street Case Studies Project, SamTrans/ Caltrans, Cities of Daly City, South San Francisco, San Bruno, San Carlos
- Grand Boulevard Initiative: Multimodal Access Strategy & Design Guidelines, SamTrans/ VTA/Caltrans, Kimley-Horn
- Downtown Streetscape Improvement Project, City of Brentwood
- 14th Avenue Streetscape Design Project, City of Oakland
- 18th Street Streetscape Improvement Project, City of Oakland

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Research Assistant, **Urban Planning Department, University of Michigan**, Ann Arbor, MI, 2004-2007

Registrations/Certifications

Member, American Institute of Certified Planners, AICP

Education

Master of Urban Design, University of Michigan, Ann Arbor, 2007
Master of Urban Planning, University of Michigan, Ann Arbor, 2007
B.A. in Urban Studies, Vassar College, Poughkeepsie, NY, 2004

BOTTOMLEY ASSOCIATES
URBAN DESIGN & CITY PLANNING

RITU GOEL

Background

Ms. Goel has varied experience in architectural design with a background in urban design principles and master planning. She specializes in detailed design and production of construction documents for projects ranging from urban brownfield redevelopment and campus planning to small neighborhood infill developments. Her work involves design & graphic representation, written reports, including design guidelines, master plans & streetscape and plaza designs.

Experience

Associate Urban Designer, ***Bottomley Associates Urban Design & City Planning***, Oakland, CA, 2015 – present

- Safe Routes for Seniors Downtown Improvements Project, City of Hayward/W-Trans
- El Camino Real/GBI Street Improvements, City of South San Francisco/Mark Thomas Inc.
- Sonoma County Development Center Specific Plan, Sonoma County/Dyett & Bhatia
- Newark Old Town Specific Plan/Thornton Avenue Street Redesign, City of Newark/Rhoades Planning Group
- Mountain View Transit Center Urban Design Guidelines, City of Mountain View/VTA/ Kimley-Horn
- Union City BART Area Specific Plan, Union City/Dyett & Bhatia
- Latham Square Permanent Plaza Design, City of Oakland
- Bayhill Specific Plan, City of San Bruno/Dyett & Bhatia
- Lakeside Park/Fairyland Entrance Improvements, City of Oakland
- Benicia Eastern Gateway Mixed-Use Zoning Study, City of Benicia/Ben Noble Planning
- Bayhill Specific Plan, City of San Bruno/Dyett & Bhatia
- Mountain View Transit Center Master Plan, City of Mountain View/VTA/Kimley-Horn
- Benicia Industrial Park Plan, City of Benicia/Dyett & Bhatia
- Church Street Infill Housing Study, City of Napa
- Millbrae BART Station Access Plan, City of Millbrae/Kimley-Horn
- El Camino Real and Downtown Specific Plan, City of Millbrae/Mintier-Harnish
- Citywide Transportation Plan for Redwood City, City of Redwood City/Fehr & Peers
- Menlo Park Transportation Master Plan, City of Menlo Park/W-Trans
- Newark Old Town Specific Plan, City of Newark/Rhoades Planning Group
- East Santa Clara Street Urban Village Plan, City of San Jose
- Belmont Village Specific Plan, City of Belmont/Dyett & Bhatia
- Downtown Redwood City Transit Center Master Plan/Broadway Streetcar Study, City of Redwood City/CDM Smith
- Winchester Boulevard/Santana Row Urban Village Plan, City of San Jose/Dyett & Bhatia
- Grand Boulevard Initiative: El Camino Real Complete Street Improvements, Samtrans/City of South San Francisco/Mark Thomas & Co.
- Downtown Plaza and Corridor Design Plan, City of Napa
- El Camino Real PDA Plan, City of Redwood City/Dyett & Bhatia
- Fruitvale Alive Gap Closure Streetscape Project, City of Oakland/AECOM

BOTTOMLEY DESIGN & PLANNING
600 GRAND AVENUE SUITE 202 OAKLAND CA 94610
TEL: 510.663.3808 FAX: 510.663.6304

WEST YOST
Water. Engineered.

Doug Moore, PE



Doug Moore's experience includes infrastructure support for updates to general plans. This general plan update support has focused on preparing background reports quantifying and identifying required infrastructure and supporting the Environmental Impact Report for the general plan updates. Doug also has experience in storm drainage facility master planning, stormwater computer modeling, facilities planning, preliminary design, design and specifications, construction and capital cost estimating, project permitting, and project management. He has provided initial planning, detailed design, and construction period engineering services for four large detention basin projects, each of which created significant wildlife habitat areas. Doug has performed wastewater treatment plant planning and facility evaluations. He has prepared potable water demand estimates and facility evaluations. He is also skilled at preparing potable water, wastewater, and stormwater evaluations for development-specific plans and environmental impact reports. Doug is skilled at quickly developing infrastructure concepts and plans that minimize construction costs without compromising system performance.

EXPERIENCE

General Plan Update and Ongoing Support, City of Dixon, CA: Project Manager for infrastructure support during the City's General Plan Update (GPU) that included potable water, sewer collection systems, wastewater treatment, and storm drainage and flood control. Doug prepared a background report, assessed infrastructure requirements and costs for both GPU land use alternatives and the preferred plan, and contributed to the GPU Environmental Impact Report. In addition, West Yost is updating the Storm Drain Report based on the new General Plan and providing stormwater development support to identify infrastructure needs and timing for specific projects.

Sacramento General Plan Update, City of Sacramento, CA: Project Manager. Doug assisted the City with updates to the Background Report from the 2035 GPU for the 2040 GPU Domestic Water and Water Supply, Storm Drainage, Sewer and Wastewater Treatment sections. He also provided support for Greenhouse Gas Reduction opportunities related to these utilities. The work efforts for this project will also include the review of the GPU policies and the preparation of a Technical Memorandum that summarizes the estimated water demands for existing conditions, buildout of the current General Plan, and a base GPU land use alternative. For the GPU Environmental Impact Report, West Yost will prepare a Storm Drainage TM and Sewer/Wastewater TM that identify potential impacts of the GPU and recommended actions to reduce the impact to an insignificant level.

STAFF TITLE: Engineering Manager II

YEARS OF EXPERIENCE: 31

PROFESSIONAL REGISTRATION

- Professional Civil Engineer, California No. 58122, Nevada No. 19924

EDUCATION

- MS, Civil Engineering, University of California, Davis
- BS, Geology, University of Oregon
- BS, Mathematics, University of Oregon

PROFESSIONAL AFFILIATIONS

- North Bay Engineers Club
- California Stormwater Quality Association
- Floodplain Management Association

AWARDS

- California Water Environment Association, Sacramento Area Section 2011 Engineering Achievement Award – Dry Creek Levee Relocation at the Wastewater Treatment Plant, City of Roseville
- American Society of Civil Engineers, Sacramento Section 2011 Small Flood Control Project of the Year – Dry Creek Levee Relocation at the Wastewater Treatment Plant, City of Roseville

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Elizabeth Drayer, PE



Elizabeth's expertise is in water resources engineering and multi-disciplinary project teams. She has experience leading water resources planning studies and design projects and specializes in water supply and infrastructure master planning. She has prepared more than 24 water and utility master plans, more than 20 water supply assessments, and more than 30 urban water management plans. She has also prepared many other studies and plans for clients including groundwater studies, drought response and water shortage contingency plans, facility operations plans, and emergency operations plans involving the evaluation of existing facilities, evaluation of existing and future water demands, identification of system deficiencies and needs, evaluation of water supply alternatives, and development of recommendations for capital improvements. She has prepared preliminary and detailed designs for water supply facilities such as pipelines, pump stations, reservoirs, and canals. Elizabeth is a West Yost Vice President and serves on West Yost's Board of Directors.

EXPERIENCE

Water Supply Assessment for Pleasanton Downtown Specific Plan, Pleasanton, CA: Project Manager for the preparation of a Water Supply Assessment for the City of Pleasanton Downtown Specific Plan Update. Tasks included projection of water demands for the project, evaluation of water supply availability and reliability, and preparation of a Water Supply Assessment report in compliance with the requirements of SB 610.

Milpitas Metro Plan Specific Plan Water Supply Assessment, City of Milpitas, CA: Project manager for the preparation of an SB610 Water Supply Assessment for the City of Milpitas Metro Plan Specific Plan. The Proposed Project, to be developed over the next 20 years, includes 7,000 units of new, multi family residential development (approximately 14,000 new residents), and new non residential development including office, retail, research and development, light manufacturing, and hotel uses. Tasks included development of water demand projections, evaluation of available water supplies from the City's SFPUC and Valley Water water supplies and preparation of the Water Supply Assessment in accordance with the requirements of SB 610.

Water Supply Assessment for the Tracy Village Specific Plan, City of Tracy, CA: Project Manager for the preparation of a Water Supply Assessment, in accordance with the requirements of California Senate Bill 610, for the City of Tracy's proposed Tracy Village Specific Plan. The Proposed Project will be a master planned, age qualified community that will include up to 600 single family detached homes, in addition to a community building, pool and a series of lakes and open spaces. Tasks included preparation of estimates of the projected water demand for the proposed project and, together with the City's other projected water demands, comparison to the City's anticipated available supplies under normal, single dry, and multiple dry year hydrologic conditions. This comparison was then used to determine the sufficiency of the City's existing available water supplies (including surface water supplies purchased from the Bureau of Reclamation, treated surface water purchased from the South San Joaquin

STAFF TITLE: Vice President

YEARS OF EXPERIENCE: 35

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 46872

EDUCATION

- MS, Structural Engineering, University of California, Berkeley
- BS, Civil Engineering, University of California, Berkeley

CERTIFICATIONS

- Underground Storage Tank Installation
- UC Davis Extension, 32-hour Course, Groundwater Hydrology
- UC Davis Extension, 32-hour Course, Principles of Toxicology

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Water Works Association
- Association of California Water Agencies
- WateReuse Association

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Patrick Johnston, PE



Patrick Johnston is a civil engineer who focuses on the planning, design, and construction support services for water and wastewater systems and environmental projects. His experience includes preparing design plans and specifications, evaluating treatment alternatives, modeling wastewater and water hydraulic systems, developing utility master planning documents, preparing cost estimates, contract administration, construction survey layout and construction management for water supply and wastewater projects.

Patrick's experience includes collection system hydraulic modeling using a variety of software packages. Patrick has experience using water billing data to develop wastewater loads, calculating landuse-based flow factors and developing future flow projections based on planning documents and landuse data. Patrick has experience develop flow monitoring plans, analyzing flow monitoring data and using flow monitoring data to calibrate the dry weather and wet weather flow components for collection system models.

EXPERIENCE

Sacramento General Plan Update, City of Sacramento, CA: Project Engineer. Contributed to the collection system portion of the Draft Master EIR Supplement by analyzing the effect on the collection system. This included estimating dry and wet weather flows for buildout of the current General Plan and for the preferred land use plan in the General Plan Update. A qualitative assessment was made of the effect of the changes in land use on the collection systems of the three entities that are involved in the collection, conveyance treatment and disposal of wastewater in the City of Sacramento.

Wastewater Master Plan, City of Stockton, CA: Project manager for the wastewater master plan for the City. Project focused on a system-wide flow monitoring program, inflow and infiltration analysis, development of a fully-dynamic hydraulic model and all model inputs using InfoSWMM, evaluation of the system under existing and future dry weather and wet weather flow events, and development of a capital improvement program. The project involved review of land use data and Significant Industrial Users that contribute flow to the sewer system. The model was developed from GIS, survey data and record drawings. The model was calibrated to measured dry weather and wet weather flows and used to evaluate the system under dry weather conditions and wet weather storm events for current and future flow conditions.

Sewer Evaluation and Capacity Assessment Plan, City of Davis, CA: Project engineer responsible for development of a fully dynamic model of the wastewater collection system. Flows were based on a previously developed model. Updated GIS files were used to develop the hydraulic model and flow monitoring data was used to calibrate the model for both dry and wet weather flows. The model was then used to analyze system capacity, identify deficiencies and recommend improvement projects.

STAFF TITLE: Principal Engineer I

YEARS OF EXPERIENCE: 29

PROFESSIONAL REGISTRATIONS

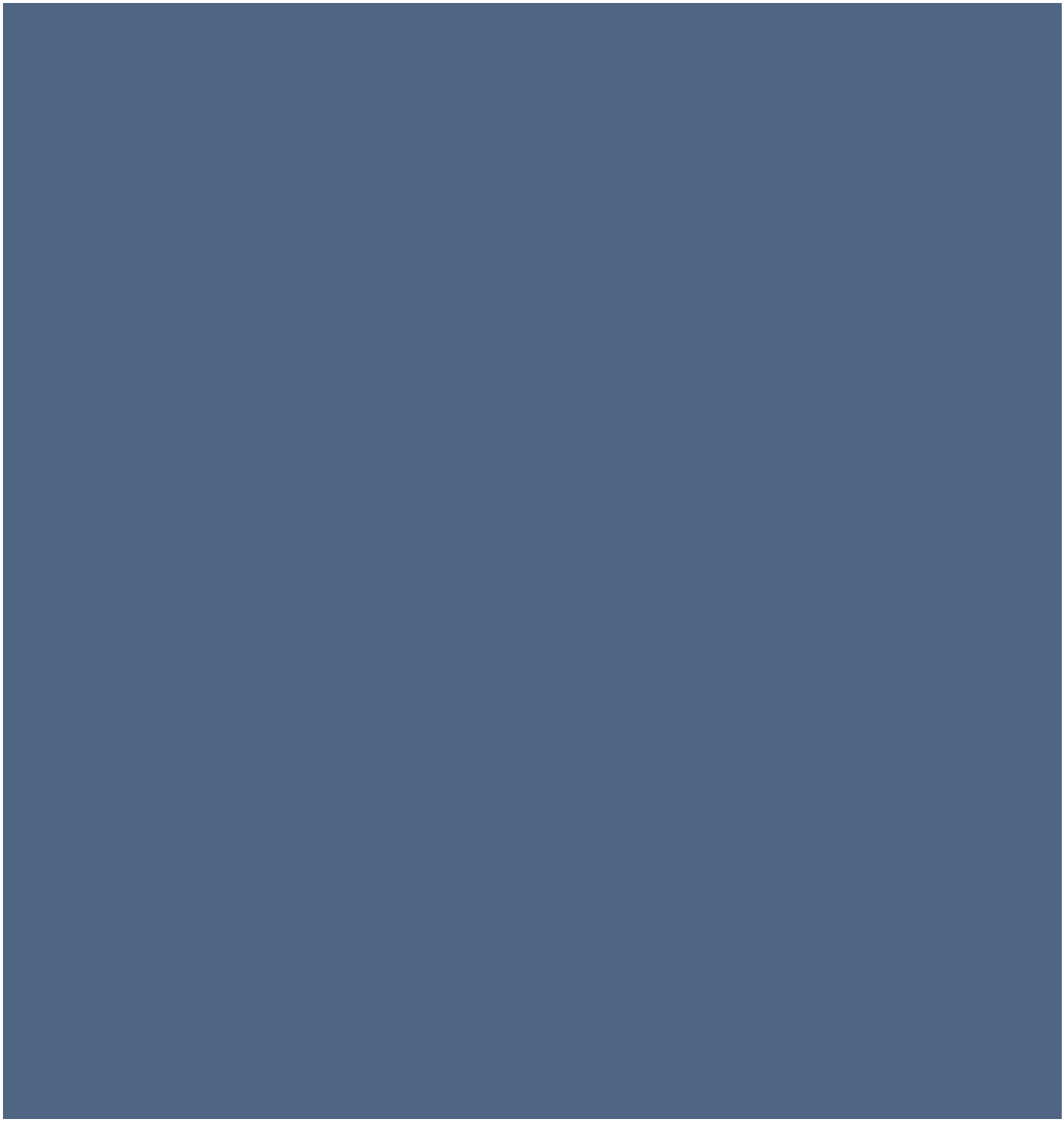
- Professional Civil Engineer, California No. 59028

EDUCATION

- MS, Civil Engineering, Stanford University, Stanford, CA
- BS, Civil Engineering, Tufts University, Medford, MA

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Northern California Pipe Users Group



DYETT & BHATIA
Urban and Regional Planners

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 27, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed approval of a resolution approving (1) a temporary closure of Adams Street from Friday, May 17, 2024, at 6:00 p.m. to Sunday, May 19, 2024, at 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages on this public street for the Neighborhood Community Table Event scheduled for Saturday, May 18, 2024, from approximately 5:00 p.m. to 9:00 p.m.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorize the road closure of Adams Street and allow for possession of open containers on said street for the Neighborhood Table Event.
FINANCIAL IMPACT:	The Financial Impact is $2,675 resulting from the applicant submittal of Request for Fee Waiver forms for 6 permits related to this event including two encroachment permits, a banner permit, a road closure permit, a raw water permit, and a temporary use permit.

BACKGROUND:

The Neighborhood Table is presented by St. Helena Hospital Foundation to bring the community together in the spirit of health and connection while bringing awareness to the Hospital's mission and animating downtown St. Helena. This project is a collaboration to highlight the work being done by dynamic health and community visionaries who are committed to investing in each of us and our wellbeing, so that we may heal and create our most vital and connected lives. This is the 4th year the St. Helena Hospital Foundation has produced The Neighborhood Table on Adams Street.

The event will require the temporary closure of Adams Street, east of Library Lane to the dead end. The closure would occur from Friday, May 17, 2024, at 6:00 p.m. to Sunday, May 19, 2024, at 6:00 p.m., with some local access to allow for set-up and tear down with the actual dinner taking place on Saturday, May 18, 2024, from approximately 5:00 p.m. to 9:00 p.m. The closure would allow for the event, as well as the authorization for possession of open alcoholic beverages on the public street, which occurs for the duration of the meal event only.

DISCUSSION:
The St. Helena Hospital Foundation will be taking the lead on communicating and coordinating with all adjacent businesses on the south side of Adams Street once an encroachment permit is approved to ensure alternate access for any commercial driveways affected by the road closure throughout the event.

The event will include large rentals such as executive restrooms, dining tables, and chairs that will begin set up on Friday evening and Saturday morning. There will be a barricade equivalent to K-rail that will prevent errant vehicles driving through the actual dinner event. The event itself will be a family style dinner catered by Tre Posti. Guests will bring their own wine and will serve themselves. Since alcohol is not served at this event, an ABC license is not required. All guests are twenty-one years of age or older and no one under twenty-one years of age is permitted to enter the event. Per ABC direction, guest ID's are checked at the door prior to entrance of the event. While the ticket price has not been finalized yet, there will be two tiers to make the event accessible to the entire community. The clean-up and pick-up will be completed on Sunday, May 19, 2024, by 6:00 p.m. The event organizers will be utilizing their own staff and volunteers for the entirety of the event.

The event will require a permit from the Police Department if amplified music is being utilized and will require security should the gathering be planned for an excess of 250 people. The event organizer has been compliant with both of these matters every year.

The event organizers will continue to coordinate and update City staff members from the Police, Community Development, and Public Works Departments and follow through with any additional requirements that staff may have for the actual event.

In response to public comment from past years, the permittee has agreed to place generators and mobile kitchens on the south side of Adams Street and to use whispering generators that operate at 64dB (A) which is below the 65 dB (A) allowed in the City's municipal code. The applicant has also agreed to include all residences on the even numbered side of the 900 block of Hunt Avenue in the mid-April notification which will remind the businesses and residents of the event set-up, the event day, and the tear down. This is now standard operating procedure since 2022.

ENVIRONMENTAL REVIEW:
None.

DOCUMENTS ATTACHMENTS:

Resolution - 2024 Neighborhood Table Event
Site Plan
Road Closure Request Application

Encroachment Permit Application
St. Helena Hospital Foundation Memo

CITY OF ST. HELENA

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING (1) A TEMPORARY CLOSURE OF ADAMS STREET FROM FRIDAY, MAY 17, 2024, AT 6:00 P.M. TO SUNDAY, MAY 19, 2024, AT 6:00 P.M. FOR THE MAY 18, 2024, NEIGHBORHOOD COMMUNITY TABLE EVENT AND (2) AUTHORIZING POSSESSION OF OPEN ALCOHOLIC BEVERAGES ON THOSE PUBLIC STREETS FOR THE NEIGHBORHOOD COMMUNITY EVENT SCHEDULED FOR SATURDAY, MAY 18, 2024, FROM APPROXIMATELY 5:00 P.M. TO 9:00 P.M.

RECITALS

A. The St. Helena Hospital Foundation is planning the Neighborhood Table event to bring the community together in the spirit of health and connection;

B. The Neighborhood Table Event is anticipated to continue to be an annual event;

C. The St. Helena Public Works Department has requested temporary closure of Adams Street from East of Library Lane to the dead end of Adams Street for the event;

D. Closure of the City street in the area will provide space for event activities;

E. St. .Helena Municipal Code Section 9.04.010 authorizes the Council, by permit, to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot;

F. Section 21101(e) of the California Vehicle Code provides that the local authorities may, by resolution, temporarily close a portion of any street for celebrations, parades, local special

events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer of employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing;

RESOLUTION

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

1. The City Council finds that the benefits derived from the temporary closing of the City street for the Neighborhood Table Event outweigh the anticipated inconvenience to the neighborhood and citizens, and authorize closure of:

    - Adams Street from east of Library Lane to the dead end of Adams Street from May 17, 2024, at 6:00 p.m. to May 19, 2024, at 6:00 p.m. with some local access to allow for set-up and tear down with the actual dinner taking place on May 18, 2024.

2. The possession of open containers of wine is permitted on public streets and parking lots encompassed by this event.

3. Temporarily closing a portion of the subject street is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

4. The City Manager is directed to provide reasonable levels of City staff support to accomplish closure of streets and related activities.

Approved at a Regular Meeting if the St. Helena City Council on February 27, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____
Council Member Anna Chouteau: _____
Council Member Billy Summers: _____

APPROVED:

ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk


40' x 600' = 24,000 sf
Library Ln

ROAD CLOSURE REQUEST FORM

City of St. Helena – Department of Public Works
1572 Railroad Avenue, St. Helena, CA 94574
Phone: (707) 968-2658|Email: cdelay@cityofsthelena.org

RELATE TO ENCROACHMENT PERMIT NUMBER

SITE ADDRESS 899 Adams to 999 Adams Street	**SCOPE OF WORK** Load in rentals/set event/event/strike event
JUSTIFICATION FOR ROAD CLOSURE A Community Event-The Neighborhood Table-538 guests gathering for dinner	
ROAD CLOSURE DATE(S) May 17th, May 18th & May 19th-2024	**ROAD CLOSURE TIMES** (*SEE NOTE 1*) 6pm-6pm - 3 days total

APPLICANT		**CONTRACTOR**	
Name St Hospital Foundation (SHHF)		Company Name Susan M Duryea on behalf of SHHF	
Phone 707-287-5176	Email susanmduryea@cc	Emergency Contact Name Susan M Duryea	Emergency Phone 707-287-5176

This form is a supplemental document to the City issued Encroachment permit. By signing, I agree to accept and abide by the provisions of the applicable ordinances of the City of St. Helena and this form:

susan m duryea — **Signature of Applicant**

Jan 25, 2024 — **Date**

CONDITIONS OF APPROVAL

1.) Road closure hours are permitted on residential roads between 9:00 am and 4:00 pm, weekdays only and excluding holidays, unless otherwise noted. Road closures on arterials and collectors, if approved, are subject to stricter requirements.
2.) A site-specific traffic control plan and pedestrian control plan must be submitted
3.) 12-day written notice to the City Manager, Director of Public Works/City Engineer, Fire Chief, and Police Chief for review and approval.
4.) 10-day written notification of affected residents and businesses within a 1000' radius of the proposed work.
5.) 72-hour phone notification to the affected residents and businesses
6.) Contractor shall contact the following emergency services 72-hours (3 days) prior to street closure.

- ☐ St. Helena Police Department: (707) 967-2850
- ☐ St. Helena Fire Department: (707) 967-2880 ext. 638 or (707) 312-3321
- ☐ Upper Valley Disposal: (707) 963-7988 (If closure is on Tuesday or Wednesday)
- ☐ AMR: (707) 501-5280
- ☐ Napa County Roads: Stephen.stangland@countyofnapa.org
- ☐ Napa Sheriff: (707) 253-4440
- ☐ CHP: (707) 253-4906
- ☐ Caltrans: (707) 253-4919
- ☐ CalFire: (707) 967-1490
- ☐ SHUSD Superintendent (if work being performed is within a block of any school): (707) 967-2708

7.) Contractor shall notify Public Works at the commencement of the road closure at cdelay@cityofsthelena.org or (707) 968-2658.
8.) Contractor shall provide access for emergency vehicles at all times.

Revised 10/2021

9.) Contractor shall use Nixle and place SMS boards one in each direction of travel at the two closest intersections, 72-hours in advance for notification of work as follow:

(INSERT STREET NAME) **WILL BE**

CLOSED FOR

(INSERT PURPOSE)

ON THESE DATES: (INSERT APPROVED DATES)

FROM (INSERT APPROVED WORK HOURS)

(INSERT CONTRACTOR'S NAME AND PHONE#)

Director of Public Works/City Engineer Approval Signature:	Date:
Public Works Operations Approval Signature:	Date:
Police Chief Approval Signature:	Date:
Fire Chief Approval Signature:	Date:

Revised 10/2021

ENCROACHMENT PERMIT APPLICATION

Public Works Department
1088 College Avenue
St. Helena, CA 94574
pwpermits@cityofsthelena.org

OFFICE USE ONLY
Encroachment Permit #:_____
Expiration Date: _____

For Additional Information, or Forms and Documents Please Visit the Public Works Website @ http://www.cityofsthelena.org/publicworks

Property and Work Description

Site Address: 999 Adams Street to 899 Adams Street

Related Building Permit Number_____ Work/Event Description: The Neighborhood Table Annual Community Gathering and Dining event- St Helena Hospital Foundation

DIAGRAM OF PROPOSED ACTIVITY ***attach additional sheet if necessary***

Estimated Start Date_May 17th 6pm

Estimated Completion Date_May 19th 6pm

Property Owner

Owner Name: City of St Helena
Address: 1088 College Avenue
City: St Helena State: Ca Zip: 94574
Email: rwhite@cityofsthelena.org Phone #: 707-968-2658 x545

Contractor/Applicant

All communication from our office will be made to this person via email

Company Name: St Helena Hospital Foundation Contact Name: Susan M Duryea
Contractor License#:_____ Expires:_____
City of St. Helena Business License #:_____ Expires:_____
Address: 10 Woodland Road
City: St Helena State: Ca Zip: 94574
Email: susanmduryea@comcast.net Phone #:707-287-5176

Applicant Check Off List **Permit fees are due at the time of application and are *NON REFUNDABLE.***

Completed Applications MUST be emailed to PWPERMITS@CITYOFSTHELENA.ORG
Incomplete submittals will not be accepted. Encroachment Permit applications are reviewed on a weekly basis. Please allow up to TWO (2) weeks for approval.

Check Off Major	**Check Off Minor**
$750.00 fee paid	$550.00 fee paid
Proof of Insurance Coverage	Proof of Insurance Coverage
Copy of Civil Plans for Related Building Permit	Copy of Civil Plans for Related Building Permit
Traffic Control Plans	Traffic Control Plans
Site Plans	Site Plans
USA Tag #	

Conditions: _____

_____

Standards Attached: _____

Street Supervisor Approval Signature: _____ **Date:** _____

Utilities Supervisor Approval Signature: _____ **Date:** _____

Trees Supervisor Approval Signature: _____ **Date:** _____

Minimum Insurance Requirements;

General Liability	**Major Permit 2 Million General Liability/4 million Aggregate**
	Minor Permit 1 Million General Liability/2 million Aggregate
Auto Liability	**Major/Minor Permit 2 Million or Greater per Accident, Bodily Injury or Property Damage**
Workers Comp	**Major/Minor Permit 2 Million per Injury**

Special Circumstances May Arise Which Could Cause Changes to These Guidelines

Attach Certificate of Insurance (COI) **AND** Endorsements

The language in the Description section (bottom middle) must state the following: "The City of St. Helena, its agents, officers, officials, employees and volunteers" are named as additionally insured."

Disclosure Statement

NOTICE: This application will expire in 180 days from the date of submission if the permit is not pursued in good faith. The permit will expire if work is not started in 180 days or if work is abandoned for more than 180 days. A request for an extension of time must be submitted, in writing, to the Public Works Department within 180 days of issuance, or 180 days from the last approvable inspection.

Permit fees are due at the time of application and are *NON REFUNDABLE.* Incomplete submittals will not be accepted.

I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THE PERMIT IS ISSUED WILL ADHERE TO THE CITY OF ST. HELENA CITY STANDARDS.

I (We) agree to save, indemnify, and hold harmless the City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers against judgments, costs and expenses which may in any way accrue against said City in consequence of the granting of this permit.

Signature: susan m duryea **Date:** January 11th,2024

□ **Owner** ■ **Contractor**

GENERAL PERMIT REGULATIONS

NOTE: ALL REQUIRED DOCUMENTS MUST BE SUBMITTED PRIOR TO APPROVAL

1. Work done under this Permit shall be in accordance with the City Standards of the Department of Public Works, State of California, Division of Highways, the Municipal Code and specifications and the provisions enumerated herein.
2. Applicants must obtain all other permits required by other public or private agencies or individuals necessary in order to perform the intended work. If this provision is not complied with, this Permit/Contract shall be null and void.
3. Authorizations for any installation granted by virtue of this permit/contract are revocable at any time.
4. Maintenance of the encroachment is strictly the responsibility of the Permittee.
5. Should construction, reconstruction or maintenance work on the highway be required, any installation authorized by this Permit shall, upon order of the Director of Public Works, be promptly removed or relocated by and at the expense of the Permittee.
6. The Permittee shall provide, erect and maintain all warning signs, lights, barriers or other devices necessary for the protection of the public.
7. During work on city streets at least one 12-foot wide traffic lane shall be open at all times unless otherwise specifically authorized.
8. Existing drainage conditions must be provided for in every instance. Nothing contained herein shall be construed as relieving the Permittee of responsibility.
9. There shall be a minimum of thirty (30) inches of cover over all pipes or conduits installed except as may be specifically authorized by the Permit.
10. Permittee shall notify the Department of Public Works three (3) days prior to the commencement of any work authorized by this Permit.
11. Insurance is required as set forth in the attached document.
12. The Permittee shall obtain a special permission from the Public Works Director if working or operating machinery outside the standard construction hours of 8:00 AM to 5:00 PM, or Sundays and Holidays.

The neighborhood table
Nourishing Our Community

January 11th, 2024

May 18th,2024
Downtown St. Helena

St. Helena Hospital Foundation

BOARD OF DIRECTORS
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Pat Stotesbery, Vice Chair
Elaine Jones, Secretary
Jim Gamble, Treasurer

Michelle Baggett
Pam Bergman
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Karen Cakebread
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Blakesley Chappellet
Susan Eisenberg, MD
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Jillian Manus
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Frank Naeymi-Rad, PhD
Carol Norfleet
Deborah Novack
Kathleen Patterson
Oscar Renteria
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Elyse Walker
Joe Wender

Glen Newhart, MBA, CFRE
President & CEO
St. Helena Hospital Foundation

Steven Herber, MD
President
Adventist Health St. Helena

To : **Rebecca White-Administrative Assistant to Joseph Leach, Director of Public Works**
City of St. Helena | 1088 College Avenue | St. Helena CA 94574

Neighborhood Community Table activity outline for May 18th, 2024

The Neighborhood Table is presented by St. Helena Hospital Foundation to bring the community together in the spirit of health and connection. while bringing awareness to the Hospital's mission and animating downtown St. Helena. This project is a collaboration to highlight the work being done by dynamic health and community visionaries who are committed to investing in each of us and our well-being. so that we may heal and create our most vital and connected lives.

We launched the first Neighborhood Table event on May 19 2019. It was a big success and when tickets went on sale for May 2020 they sold out in 3 hours. Clearly our local community strongly supports this event. We did provide a curbside dinner pickup at Tre Posti when our live event was postponed. We came back live in 2022 and 2023 and sold-out tickets which clearly illustrates our continued support from the community. We are so excited to continue this annual celebration on May 18th. 2024.

On Behalf of the St. Helena Hospital Foundation, we appreciate your continued assistance with this event.
Thank you

Susan M Duryea

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 27, 2024
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration of approval of a Resolution (1) authorizing the City Manager to execute a funds transfer agreement to accept funds for the Pedestrian Safety Improvements for the Spring Street/Highway 29 Intersection Project, a Priority Legislative Budget Project as granted in Assembly Bill 102, (2) authorizing staff to create a Capital Improvement Project and establish a budget of $500,000 upon receipt of the funds.
GOAL:	Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 5: Enhance Quality of Life
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	The purpose of this action is to fulfill funding program guidelines in preparation for the receipt of $500,000 as granted in Assembly Bill 102 for the Pedestrian Safety Improvements for the Spring Street/Highway 29 Intersection Project.
FINANCIAL IMPACT:	None.

BACKGROUND:

In the City of St. Helena, Spring Street is a major arterial road. At its origin, it intersects State Highway 29 in downtown St. Helena. This intersection is a major thoroughfare for both pedestrian and roadway users. In the summer of 2022, the intersection was the site of an accident involving a motor vehicle and pedestrian within the crosswalk. This incident spurred coordination between the City, Caltrans, and Congressional Representatives to address the safety concerns surrounding the intersection. A list of short-term improvements was identified and deployed by Caltrans in August 2022. These improvements included installing updated high-visibility crosswalk and roadway striping, extending lines of visibility, and installing updated roadway signage. While these were welcomed improvements, more robust, long-term improvements have been identified and proposed for the intersection including the reconfiguring of the pedestrian crossing, installation of ADA curb ramps, curb extensions, installation of RRFBs, and sidewalk and curb and gutter repair.

DISCUSSION:
In December 2023, the City was awarded $500,000 to pursue the long-term improvements for the intersection. The project is identified in Assembly Bill 102 as a Priority Legislative Budget Project sponsored by Representative Mike Thompson of District 4. Staff is requesting City Council consider and approve a resolution accepting the funds, authorizing the execution of the funds transfer agreement, and establishing a Capital Improvement Project to steward the funding and delivery of the project. The funds are expected to be released upon the finalization of the FY25 State budget. Upon the receipt of the funds, staff will engage an engineering design firm to prepare plans and specifications. The scope and design of the project will integrate with the Downtown Sidewalk Rehabilitation Project.

ENVIRONMENTAL REVIEW: None

DOCUMENTS ATTACHMENTS:

Agreement - AB102 Priority Legislative Budget Project
Resolution - AB102 Priority Legislative Budget Project

Project ID [Enter ID]
Advantage ID [Enter ID]

Funds Transfer Agreement Between the California Department of Transportation and the City of St. Helena

1.1 The California Department of Transportation (Caltrans) and the City of St. Helena (City) hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.

1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on City's completion of its obligations under this Agreement but may be extended by amending this Agreement.

BACKGROUND

2.1 Section 19.569, subdivision (b)(2) of the Budget Act of 2023 (the Act) appropriated $500,000 (the Funds) from the State General Fund to Caltrans, to be allocated to for the Pedestrian Safety Improvements for the Spring Street/Highway 29 Project.

2.2 Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.569 of the Act is a funds transfer agreement.

2.3 Spring Street is a major arterial street which intersects State Highway 29 in downtown St. Helena. The intersection is a main thoroughfare for both pedestrians, bicyclists, and roadway users. The existing pedestrian facilities and layout of the intersection are functionally deficient which consistently poses a safety risk. Through a number of safety improvements, the Pedestrian Safety Improvements for the Spring Street/Highway 29 Project's goal is to improve safety and accessibility for pedestrians and roadway users.

SCOPE OF WORK

3.1 The Funds provided under this Agreement will be used to fund the Pedestrian Safety Improvements for the Spring Street/Highway 29 Project (Project). The Project will rehabilitate the intersection to increase and promote safety. Elements of the rehabilitation will include reconfiguration and restoration of the pedestrian paths of travel; installation of ADA curb ramps, curb extensions, installation of RRFBs, high visibility crosswalk and road striping, signage, sidewalk replacement, and curb and gutter replacement. The improvements will occur through the extent of the Project limits which is to include 100' north, south and west of the centerline of the intersection. The funds will be utilized to prepare plans and specifications, and construction of the Project.

3.2 City shall only use Funds for the Project specified in the Act. City's self-attestation verifying the intended use of funds shall be provided to the Department prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, & PAYMENT

4.1 The Funds will be encumbered within 2 days of the effective date of this Agreement. Pursuant to Section 19.569 of the Act, funds must be encumbered by June 30, 2025, and expended by June 30, 2027, or the funds will revert to the State's General Fund by operation of law.

4.2 Payments shall be made as authorized by Sections 19.569(a) of the Act, including, but not limited to the provisions noted below:

a. Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
b. Funding provided in this section shall not be used for a purpose subject to Section 8 of the Article XVI of California Constitution.

4.3 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, City shall submit to Caltrans a Project Closeout Report. The Project Closeout Report at a minimum shall include LAPM Exhibit 17-M, photos of the completed project (including before photos if available), a description of completed Project component(s) and a description of project deliverables.

4.4 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by City to Caltrans.

4.5 City shall return any unspent Funds to Caltrans at the conclusion, completion, or termination of the Project.

4.6 Upon written demand by Caltrans, any overpayment to City of amounts invoiced by Caltrans shall be returned to Caltrans.

4.7 Should City fail to refund any moneys due Caltrans as provided herein or should City breach this AGREEMENT by failing to complete Project without adequate justification and approval by Caltrans, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES, Caltrans,

acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to Caltrans for each Project, from future apportionments or any other funds due [Agency Title] from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future state-funded projects proposed by ADMINISTERING AGENCY.

INQUIRIES & NOTICES

5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

For Caltrans:	City of St. Helena:
Name:	Joe Leach
Address:	1088 College Ave
Phone Number:	jleach@cityofsthelena.org
Email:	

5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

OTHER TERMS & CONDITIONS

6.1 Drug-Free Workplace Requirements: City will 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:
1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and City may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has occurred: City has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

6.2 Conflict of Interest: City needs to be aware of the following provisions regarding current or former state employees. If City has any questions on the status of any person rendering services or involved with the Agreement, Caltrans must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):
1). 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.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that

state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If City violates any provisions of above paragraphs, such action by City shall render this Agreement void. (Pub. Contract Code §10420.) If the Agreement is rendered void, [Agency Title] shall return all Funds.

6.3 Labor Code/Workers' Compensation: City needs to be 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 City affirms to comply with such provisions before commencing the performance of the work described in this Agreement. (Labor Code § 3700.)

6.4. Americans With Disabilities Act: City assures the State that 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.)

6.5. City Name Change: An amendment is required to change City's name as listed on this 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.

6.6. Resolution: A county, city, district, or other local public body must 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 an agreement, authorizing execution of the agreement.

6.7. Air or Water Pollution Violation: Under State law, City 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.

6.8. Audit: City agrees that Caltrans, the California Department of General Services, the California State Auditor's Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. City agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

6.9. Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by City must be approved by its local governing body as evidenced by a resolution, order, motion, or ordinance of the City and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

6.10. Caltrans and City shall continue with their responsibilities under this Agreement during any dispute.

6.11 This Agreement may be executed in separate counterparts.

6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.

6.13 Should City be declared to be in breach of this AGREEMENT or otherwise in default thereof by Caltrans, and if City is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, Caltrans is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against City or its constituent member entities, to recover all funds provided by Caltrans hereunder.

Funds Transfer Agreement Between the California Department of Transportation and the City of St. Helena

State:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Printed Name: Ann Fox
Signature:_____
Acting Deputy Director for Planning & Modal Programs
Date:_____

Local Agency:

City of St. Helena
Printed Name:_____
Signature:_____
Title:_____
Date: _____

Accounting Certification

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

CITY OF ST. HELENA

RESOLUTION NO. 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING EXECUTION OF ADMINISTERING AGENCY – STATE MASTER AGREEMENTS FOR STATE AND FEDERAL – AID FUNDED PROJECTS; AUTHORIZING STAFF TO CREATE A CAPITAL IMPROVEMENT PROJECT FOR THE PEDESTRIAN SAFETY IMPROVEMENTS FOR THE SPRING STREET/HIGHWAY 29 INTERSECTION PROJECT.

RECITALS

A. The City of St. Helena is eligible to receive Federal and/or State funding for certain Transportation Projects through the California Department of Transportation; and

B. Master Agreements and Program Supplement Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements must be executed with the California Department of Transportation before such funds can be claimed; and

C. The City of St. Helena wished to delegate the authority to execute these agreements and any amendments thereto the City Manager.

RESOLUTION

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

1. The City of St. Helena designates the City Manager at the person authorized to execute all Master Agreements, Program Supplemental amendment thereto with the California Department of Transportation; and
2. Authorizes staff to create a Capital Improvement Project for the Pedestrian Safety Improvements for the Spring Street/Highway 29 Intersection Project and establish a budget of $500,000 upon receipt of the funds.

Approved at a Regular Meeting of the St. Helena City Council on February 27, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	February 27, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed approval of a resolution authorizing: (1) Duly adopting and approving publicly available pay schedule for St. Helena Employees Assocation (SHEA) Classifications in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes new salary ranges for the Underground Utilities Classifications effective March 1, 2024; and (2) Approving a budget adjustment in the amount of $8,785 for salary adjustments; and (3) Approve an Amendment to the Memorandum of Understanding between the City of St. Helena and SHEA dated July 1, 2022 through June 30, 2025.
GOAL:	Goal 6: Improve Employee Recruitment, Retention, & Morale, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	July 25, 2023 - Approval of the Publicly Available Pay Schedule
STATEMENT OF THE PURPOSE:	The purpose is to provide more competitive salaries to attract and retain employees and assist with filling vacant positions that have been difficult to fill due to lack of competitive salaries as compared to the market.
FINANCIAL IMPACT:	The Financial Impact is an estimated annual impact of $23,420, with an estimated impact of $8,785 for the remainder of FY 2023-24 and will be funded as follows: General Fund (101) - $879 Water Enterprise Fund (561) - $5,271 Wastewater Enterprise Fund (571) - $2,635

BACKGROUND:

Over the course of the last three years the City has experienced significant difficulty in recruiting and retaining employees in the Underground Utilities division in Public Works. Lower than median compensation as resulted in the loss of a number of staff to neighboring agencies with more growth opportunities, such as the Napa Sanitation and the City of Napa. Therefore, City staff recommended that the classifications within the

Underground Utilities division be brought to Market Median effective July 1, 2023 to aid with retention and competitive recruiting efforts.

As a result of the salary adjustments, the City was successful in filling the vacant positions in the Underground Utilities Maintenance Worker series, however the Underground Utilities Superintendent remains unfilled.

DISCUSSION:
Since the approval of the salary increases for the Underground Utilities division, the City has conducted three rounds of recruitments for the Underground Utilities Superintendent and has been unable to identify a viable candidate. The on-going vacancy has created significant operational issues and increased demands on existing staff resulting in staff burn-out.

Therefore, staff is recommending an additional increase to the Underground Utilities salary ranges to bring them above the Market Median in order to be competitive in the market. Increases are being recommended for all ranges in the series to ensure proper compaction between the positions. Recommendations are as follows:

Position	Current Max Annual Salary	Proposed Max Annual Salary	% Increase
Maintenance Worker I - Underground Utilities	74,445	77,829	4.5%
Maintenance Worker II - Underground Utilities	81,896	85,619	4.5%
Lead Maintenance Worker - Underground Utilities	90,082	94,176	4.5%
Underground Utilities Superintendent	109,218	113,747	4.1%

The estimated annual cost for this action will be $23,420, with an estimated impact of $8,785 for the remainder of FY 2023-24. This action will require a budget increase to the associated salary and benefit GL accounts in the amount of $8,785.

The amendment to salary ranges will be memorialized in a Side Letter of Agreement to amend the existing Memorandum of Understanding (MOU). Staff is requesting the City Council approve the Side Letter Agreement to MOU between the City of St. Helena and SHEA dated July 1, 2022 through June 30, 2025 and authorize the City Manager to execute the Agreement.

In addition, 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 meets 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.

Based on salary adjustments recommended for the St. Helena Employees Association it is necessary to adopt a new salary schedule for Fiscal Year 2023-24 effective March 1, 2024.

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

Resolution FY23-24 Updated SHEA Salary Schedule
Attachment A - FY23-24 SHEA Salary Schedule Effective 2024.03.01
Side Letter of Agreement - SHEA

CITY OF ST. HELENA

RESOLUTION NO. 2024-__

A Resolution of the City Council 1) Duly adopting and approving publicly available pay schedule for St. Helena Employees Association in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes new salary ranges for the Underground Utilities Classifications effective March 1, 2024, 2) Authorizing a budget adjustment in the amount of $8,785 for salary adjustments, and 3) Authorizing and Amendment to the Memorandum of Understanding between the City of St. Helena and the St. Helena Employees Association dated July 1, 2022 through June 30, 2025.

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. Due to an ongoing vacancy in the Underground Utilities Division, staff is recommending an additional salary increase to bring them above the Market Median in order to be competitive in the market; and

D. Increases are recommended to be a 4.5% increase to the Underground Utilities Maintenance Worker classifications and a 4.1% increase to the Underground Utilities Superintendent classification; and

E. The City and SHEA wish to execute a Side Letter of Agreement to amend the MOU to memorialize the amendment to the Underground Utilities salary ranges.

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 Schedules as follows:

    a. Attachment A – St. Helena Employees Association Salary Schedule Effective March 1, 2024

are 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. The City Council approves a budget adjustment in the amount of $8,785 to the associated GL accounts for the Underground Utilities classifications.

4. The City Council approves the Side Letter of Agreement to Memorandum of Understanding between the City of St. Helena and St. Helena Employee Association Dated July 1, 2022 through June 30, 2025.

Approved at a Regular Meeting of the St. Helena City Council on February 27, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

St. Helena Employee Association - Miscellaneous Group

Approved and Adopted February 27, 2024

Effective March 1, 2024

FY 2023-2024

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Office Assistant	Annual	50,729	53,265	55,929	58,725	61,661
	Monthly	4,227	4,439	4,661	4,894	5,138
	Hourly	24.39	25.61	26.89	28.23	29.64
Library Associate I	Annual	51,199	53,758	56,446	59,269	62,232
	Monthly	4,267	4,480	4,704	4,939	5,186
	Hourly	24.61	25.85	27.14	28.49	29.92
Maintenance Worker I	Annual	55,813	58,604	61,534	64,611	67,841
Buildings & Streets; Parks & Trees	Monthly	4,651	4,884	5,128	5,384	5,653
	Hourly	26.83	28.17	29.58	31.06	32.62
Library Associate II	Annual	56,345	59,162	62,120	65,226	68,488
	Monthly	4,695	4,930	5,177	5,436	5,707
	Hourly	27.09	28.44	29.87	31.36	32.93
Permit Technician I	Annual	60,623	63,654	66,836	70,178	73,687
Planning; Building	Monthly	5,052	5,304	5,570	5,848	6,141
	Hourly	29.15	30.60	32.13	33.74	35.43
Accounting Technician I	Annual	60,845	63,887	67,082	70,436	73,958
	Monthly	5,070	5,324	5,590	5,870	6,163
	Hourly	29.25	30.72	32.25	33.86	35.56
Administrative Assistant	Annual	60,873	63,917	67,112	70,468	73,992
	Monthly	5,073	5,326	5,593	5,872	6,166
	Hourly	29.27	30.73	32.27	33.88	35.57
Maintenance Worker II	Annual	61,392	64,462	67,685	71,069	74,623
Buildings & Streets; Parks & Trees	Monthly	5,116	5,372	5,640	5,922	6,219
	Hourly	29.52	30.99	32.54	34.17	35.88
Senior Library Associate	Annual	61,951	65,049	68,301	71,716	75,302
	Monthly	5,163	5,421	5,692	5,976	6,275
	Hourly	29.78	31.27	32.84	34.48	36.20
Maintenance Worker I -	Annual	64,030	67,232	70,593	74,123	77,829
Utilities	Monthly	5,336	5,603	5,883	6,177	6,486
	Hourly	30.78	32.32	33.94	35.64	37.42
Librarian I	Annual	64,251	67,463	70,836	74,378	78,097
	Monthly	5,354	5,622	5,903	6,198	6,508
	Hourly	30.89	32.43	34.06	35.76	37.55
Plant Operator in Training	Annual	65,415	68,686	72,120	75,726	79,512
Water; Wastewater	Monthly	5,451	5,724	6,010	6,311	6,626
	Hourly	31.45	33.02	34.67	36.41	38.23

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted February 27, 2024

Effective March 1, 2024

FY 2023-2024

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Human Resources Technician [6]	Annual	66,226	69,538	73,015	76,665	80,499
	Monthly	5,519	5,795	6,085	6,389	6,708
	Hourly	31.84	33.43	35.10	36.86	38.70
Permit Technician II	Annual	66,680	70,014	73,514	77,190	81,050
Planning; Building	Monthly	5,557	5,834	6,126	6,433	6,754
	Hourly	32.06	33.66	35.34	37.11	38.97
Accounting Technician II	Annual	66,932	70,279	73,793	77,483	81,357
	Monthly	5,578	5,857	6,149	6,457	6,780
	Hourly	32.18	33.79	35.48	37.25	39.11
Executive Assistant	Annual	66,966	70,315	73,830	77,522	81,398
	Monthly	5,581	5,860	6,153	6,460	6,783
	Hourly	32.20	33.81	35.50	37.27	39.13
Lead Maintenance Worker	Annual	67,538	70,915	74,460	78,183	82,093
Buildings & Streets; Parks & Trees	Monthly	5,628	5,910	6,205	6,515	6,841
	Hourly	32.47	34.09	35.80	37.59	39.47
Administrative Records Assistant	Annual	67,543	70,921	74,467	78,190	82,099
	Monthly	5,629	5,910	6,206	6,516	6,842
	Hourly	32.47	34.10	35.80	37.59	39.47
Engineering Technician I	Annual	68,405	71,825	75,417	79,187	83,147
	Monthly	5,700	5,985	6,285	6,599	6,929
	Hourly	32.89	34.53	36.26	38.07	39.97
Environmental Services Technician I	Annual	70,296	73,811	77,502	81,377	85,446
	Monthly	5,858	6,151	6,458	6,781	7,120
	Hourly	33.80	35.49	37.26	39.12	41.08
Maintenance Worker II -	Annual	70,439	73,961	77,659	81,542	85,619
Utilities	Monthly	5,870	6,163	6,472	6,795	7,135
	Hourly	33.86	35.56	37.34	39.20	41.16
Librarian II	Annual	70,671	74,204	77,914	81,810	85,900
	Monthly	5,889	6,184	6,493	6,817	7,158
	Hourly	33.98	35.68	37.46	39.33	41.30
Permit Technician III	Annual	73,351	77,019	80,870	84,913	89,159
Planning; Building	Monthly	6,113	6,418	6,739	7,076	7,430
	Hourly	35.26	37.03	38.88	40.82	42.86
Senior Accounting Technician	Annual	73,619	77,300	81,165	85,223	89,484
	Monthly	6,135	6,442	6,764	7,102	7,457
	Hourly	35.39	37.16	39.02	40.97	43.02

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted February 27, 2024

Effective March 1, 2024

FY 2023-2024

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Engineering Technician II	Annual	75,245	79,007	82,958	87,105	91,461
	Monthly	6,270	6,584	6,913	7,259	7,622
	Hourly	36.18	37.98	39.88	41.88	43.97
Plant Operator I	Annual	75,266	79,029	82,981	87,130	91,486
Water; Wastewater	Monthly	6,272	6,586	6,915	7,261	7,624
	Hourly	36.19	37.99	39.89	41.89	43.98
Assistant Planner	Annual	77,297	81,162	85,220	89,481	93,955
	Monthly	6,441	6,763	7,102	7,457	7,830
	Hourly	37.16	39.02	40.97	43.02	45.17
Environmental Services Technician II	Annual	77,320	81,186	85,245	89,508	93,983
	Monthly	6,443	6,766	7,104	7,459	7,832
	Hourly	37.17	39.03	40.98	43.03	45.18
Lead Maintenance Worker -	Annual	77,479	81,353	85,420	89,691	94,176
Underground Utilities	Monthly	6,457	6,779	7,118	7,474	7,848
	Hourly	37.25	39.11	41.07	43.12	45.28
Senior Librarian	Annual	77,733	81,620	85,701	89,986	94,485
	Monthly	6,478	6,802	7,142	7,499	7,874
	Hourly	37.37	39.24	41.20	43.26	45.43
Recreation Supervisor	Annual	78,976	82,925	87,071	91,425	95,996
	Monthly	6,581	6,910	7,256	7,619	8,000
	Hourly	37.97	39.87	41.86	43.95	46.15
Junior Engineer	Annual	80,416	84,437	88,659	93,092	97,747
	Monthly	6,701	7,036	7,388	7,758	8,146
	Hourly	38.66	40.59	42.62	44.76	46.99
Plant Operator II	Annual	82,755	86,893	91,237	95,799	100,589
Water; Wastewater	Monthly	6,896	7,241	7,603	7,983	8,382
	Hourly	39.79	41.78	43.86	46.06	48.36
Senior Engineering Technician	Annual	82,770	86,908	91,253	95,816	100,607
	Monthly	6,897	7,242	7,604	7,985	8,384
	Hourly	39.79	41.78	43.87	46.07	48.37
Associate Planner	Annual	85,024	89,275	93,739	98,426	103,347
	Monthly	7,085	7,440	7,812	8,202	8,612
	Hourly	40.88	42.92	45.07	47.32	49.69
Fire Inspector	Annual	85,027	89,279	93,742	98,430	103,351
	Monthly	7,086	7,440	7,812	8,202	8,613
	Hourly	40.88	42.92	45.07	47.32	49.69
Buildings & Streets Superintendent	Annual	85,690	89,974	94,473	99,197	104,157
Parks & Trees Superintendent	Monthly	7,141	7,498	7,873	8,266	8,680
	Hourly	41.20	43.26	45.42	47.69	50.08
Human Resources Analyst [6]	Annual	87,359	91,727	96,313	101,129	106,185
	Monthly	7,280	7,644	8,026	8,427	8,849
	Hourly	42.00	44.10	46.30	48.62	51.05

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Approved and Adopted February 27, 2024

Effective March 1, 2024

FY 2023-2024

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Administrative Analyst	Annual	88,839	93,281	97,945	102,842	107,984
	Monthly	7,403	7,773	8,162	8,570	8,999
	Hourly	42.71	44.85	47.09	49.44	51.92
Plant Operator III	Annual	91,429	96,001	100,801	105,841	111,133
Water; Wastewater	Monthly	7,619	8,000	8,400	8,820	9,261
	Hourly	43.96	46.15	48.46	50.89	53.43
Assistant Engineer	Annual	92,880	97,524	102,400	107,520	112,896
	Monthly	7,740	8,127	8,533	8,960	9,408
	Hourly	44.65	46.89	49.23	51.69	54.28
Underground Utilities	Annual	93,580	98,259	103,172	108,331	113,747
Superintendent	Monthly	7,798	8,188	8,598	9,028	9,479
	Hourly	44.99	47.24	49.60	52.08	54.69
Associate Civil Engineer	Annual	102,175	107,284	112,648	118,281	124,195
	Monthly	8,515	8,940	9,387	9,857	10,350
	Hourly	49.12	51.58	54.16	56.87	59.71
Chief Plant Operator	Annual	109,954	115,452	121,224	127,286	133,650
Water; Wastewater	Monthly	9,163	9,621	10,102	10,607	11,137
	Hourly	52.86	55.51	58.28	61.20	64.25

(1) Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:
5 years - 2.5% of base salary
10 years - 5.0% of base salary
15 years - 7.5% of base salary
20 years - 10.0% of base salary

(2) Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

(3) Standby Pay - Shall be paid at a rate of $525.00 per week to those employees in the Public Works Department who are required to be on Standby for an entire week (Friday the following at Friday 7:00 a.m.). If a holiday falls on the Friday at the end of the standby period the employee shall receive an additional $100.00 for the extension of the assignment. The same would apply if the holiday fall on a Friday at the beginning of the standby period and the employee would be on call from Thursday through the

(4) Certification Pay - $50.00 per month for each governmental certificate or licensing as follow:
"Operator Cross-certification" (Class I or above) for employees assigned to the Water Treatment Plant or Wastewater Treatment Plant, enabling those employees to perform other plant.
A necessary pesticide certificate, for Public Works employees responsible for pesticide applications programs for the city.
Certification for back-flow prevention devices for Public Works employees.
Playground Inspection Certification for employees working in the Parks Division.
Arborist Certificate for employees working in the Parks Division.
Wastewater Collections Certificate for employees working in the Wastewater Collections/Sewer Division.

(5) Uniform Allowance as follow:
Employees assigned to Water Distribution and Public Works - $35.49 per pay period.
Employees assigned to Parks-Trees-Buildings - $33.06 per pay period.
Employees assigned to the Wastewater Treatment Plant (Chief Plant Operator and Plant Operator II) - $9.29 per pay period.
Employees assigned to the Wastewater Treatment Plant (Plant Operator III) - $5.79 per pay period.
Employees assigned to the Water Treatment Plant - $11.49 per pay period.

(6) Confidential Positions receive a 3% pay differential that is added to the employee's base salary. Confidential as defined is an employee having access in the course of his/her confidential information on the employer's labor relations and consequently excludable from holding Association office and/or divulging confidential employer information

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

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF ST. HELENA & ST. HELENA EMPLOYEE ASSOCIATION

The City of St. Helena, hereinafter called "City," and the St. Helena Employee Association, hereinafter called "SHEA," have met and conferred and reached agreement to amend the July 1, 2022 MOU between the City and SHEA.

Underground Utilities Series Pay Adjustment with New Salary Schedule

Current salary schedule:

Position	Current Max Step
Maintenance Worker I	74,445
Maintenance Worker II	81,896
Lead Maintenance Worker	90,081
Underground Utilities Superintendent	109,218

Effective Mar 1, 2024 salary schedule:

Position	Max Step	% Variance
Maintenance Worker I	77,829	4.5%
Maintenance Worker II	85,619	4.5%
Lead Maintenance Worker	94,176	4.5%
Underground Utilities Superintendent	113,747	4.1%

For City

_____

Anil Comelo, City Manager

For SHEA

_____

Richard Reed, Labor Consultant

Background/Justification

In 2019, the City authorized all positions in SHEA to be paid at 95% of the market median in furtherance of equity, successful recruiting and employee retention, based on the comparable cities enumerated in the July 1, 2022 MOU between the Parties.

While the City continues to develop funding for its competing priorities, it must carefully prioritize expense decisions balancing the needs of the constituents, the employee pay philosophy and goals as well as required City programs and plans.

The demand for maintenance service coupled with a shortage of candidates to fill critical roles requires immediate attention to continue satisfactory City service. Therefore, the City has authorized the above pay adjustment.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 27, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a resolution establishing an on-call list for tree maintenance services and authorizing execution of three agreements: (1) West Coast Arborist for a not-to-exceed amount of $127,500 (2) Mountain F Enterprises, Inc for a Not-To-Exceed amount of $56,250 and (3) Skyview Tree Experts for a Not-To-Exceed amount of $56,250, each for a 3-year period.
GOAL:	Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Approve agreements for on-call tree maintenance services with West Coast Arborist, Skyview Tree Experts and Mountain F. Enterprises, Inc.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Execution agreements with three vendors for on-call tree maintenance and emergency tree services.
FINANCIAL IMPACT:	The financial impact are the total contracts combined value of $85,000 annually, not-to-exceed $255,000 over the three-year period. The value of the three contracts is included in the approved operating budget for FY24 and FY25, therefore no additional funds are requested.

BACKGROUND:

The City of St. Helena Public Works Department is responsible for the maintenance of street trees within public rights-of-way, as well as within parks, open spaces, City facilities and other City properties. Tree maintenance is an important element of the Public Works Department's operations in order to ensure the safety of the public on city streets, parks and open spaces, and to protect the longevity and structural health of the trees. There are ongoing routine maintenance needs as well as increasing climate-related weather events that have severe impacts to our tree community requiring a time-sensitive response.

A Request for Proposals was released on November 17, 2023, for on-call tree maintenance services. The goal was to retain a list of qualified companies which could supplement the City's on-going tree evaluations and conduct tree maintenance work that is not currently performed by in-house staff due to equipment limitations, as well as being responsive respond in emergencies. The RFP scope of work requested bids for performing safety and grid pruning, removal and planting of trees, inventory system

management, watering and other arboriculture related services. The term of the agreement was solicited for three years, with two, one-year extensions and included within the bid was the option to award to multiple vendors.

DISCUSSION:
The scope of work proposed in the RFP consisted of pruning street and park trees for traffic and pedestrian clearance, tree health, removing trees as designated, stump removal, tree planting, staking and inventory of trees. This work also includes scheduled crew pruning according to a mutually established maintenance schedule as well as emergency call outs, over and above the grid pruning.
Bid responses were due on Friday December 15, 2023, and six proposals were received. All six were verified as responsive, then rated by the on-call tree RFP maintenance selection team. The top three vendors have been selected both based on quality of application, consultant identification and team, references and project examples, as well as cost.

Bidding Firms	**Deemed Responsive**
Skyview Tree Experts	Yes
West Coast Arborist	Yes
Julian Cabrera Tree Care	Yes
Mountain F Enterprises, Inc.	Yes
The Professional Tree Care	Yes
Pacific Tree Care	Yes

The City's Purchasing Policy requires contracts for maintenance services to be awarded to the lowest priced responsible and suitable bidder taking into consideration quality, service, fitness or capacity to the particular requirements of the City, and price. Taking into consideration quality, services, fitness or capacity to the requirements of the City, and price, the proposals provided by Skyview Tree Experts, West Coast Arborist and Mountain F. Enterprises have been verified as the three lowest responsive and responsible.

Staff has contacted all bidders and recommends entering into professional services agreements with four different vendors: West Coast Arborist, Skyview Tree Experts and Mountain F. Enterprises, Inc., each for a 3-year period, with two possible one-year extensions. Staff recommends the top rated vendor, West Coast Arborist will have an agreement not-to-exceed $127,500 and Mountain F. Enterprises and the Skyview Tree Experts will have agreements not-to-exceed $56,250 each.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

DOCUMENTS ATTACHMENTS:

Resolution Tree Maintenance Services
Bid Response - Tree Maintenance

20240213 PSA Tree Maintenance WCA Final
20240213 PSA Tree Maintenance MFE Final
20240213 PSA Tree Maintenance STE

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING THREE PROFESSIONAL SERVICES AGREEMENTS WITH (1) WEST COAST ARBORIST FOR A NOT-TO-EXCEED CONTRACT VALUE OF $127,500, (2) MOUNTAIN F ENTERPRISES AND (3) SKYVIEW TREE EACH FOR NOT TO EXCEED CONTRACTS OF $56,250 FOR TREE MAINTENANCE SERVICES, EACH FOR A 3-YEAR PERIOD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

RECITALS

A. **WHEREAS**, The City of St. Helena Public Works Streets and Trees Division is responsible for the maintenance of street trees within public rights-of-way, as well as within parks, open spaces, City facilities and other City properties.
B. **WHEREAS**, Tree maintenance is an important element of the Public Works Department's operations in order to ensure the safety of the public on city streets, parks and open spaces, and to protect the longevity and structural health of the trees.
C. **WHEREAS**, There are ongoing routine maintenance needs as well as increasing climate related weather

events that have severe impacts to our tree community requiring a time sensitive response.

D. **WHEREAS**, A Request for Proposals was released on November 17, 2023 for on-call tree maintenance services for performing safety and grid pruning, removal and planting of trees, inventory system management, watering and other arboriculture related services.
E. **WHEREAS**, Bids were received on December 15th and six proposals were received. All six were verified as responsive, then rated by the on-call tree RFP maintenance selection team.
F. **WHEREAS**, Due to the unpredictable timing need for the services, multiple vendors are necessary. The top three vendors have been selected both based on quality of application, consultant identification and team, references and project examples, as well as cost.

RESOLUTION

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

1. Authorizes the execution of three Professional Service Agreement each for a 3-year period for tree maintenance services for a total value not to exceed $255,000 with:
    a. West Coast Arborist contract value not-to-exceed $127,500
    b. Mountain F. Enterprises contract value not-to-exceed $56,250.
    c. Skyview Tree Experts contract value of not-to-exceed $56,250.
2. Authorizes the City Manager to execute the agreements.

Approved at a Regular Meeting of the St. Helena City Council on February 27 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Billy Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

City of St. Helena
Public Works Department

Bid Results for Posted Request for Proposals or Bids

Project Title: Tree Maintenance Services

Proposal Due Date: December 15, 2023

Proposer	Aggregate Rating (100 points)
West Coast Arborist	95.4
Mountain F Enterprises, Inc	95.4
Skyview Tree Experts	85.5
The Professional Tree Care	85.4
Pacific Tree Care	80.4
Julian Cabrera Tree Care	50.4

1088 College Ave. | St. Helena, CA 94574
(707) 967-2792 | cityofsthelena.org

AGREEMENT FOR PROFESSIONAL SERVICES

TREE MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into on February 13, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), and **West Coast Arborist** (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Tree Maintenance Services
B. The City of St. Helena Public Works Streets and Trees Division is responsible for the maintenance of street trees within public rights-of-way, as well as within parks, open spaces, City facilities and other City properties.
C. Tree maintenance is an important element of the Public Works Department's operations in order to ensure the safety of the public on city streets, parks and open spaces, and to protect the longevity and structural health of the trees.
D. There are ongoing routine maintenance needs as well as increasing climate related weather events that have severe impacts to our tree community requiring a time sensitive response.
E. A Request for Proposals was released on November 17, 2023, for on-call tree maintenance services for performing safety and grid pruning, removal and planting of trees, inventory system management, watering and other arboriculture related services.
F. Bids were received on December 15th and six proposals were received. All six were verified as responsive, then rated by the on-call tree RFP maintenance selection team.
G. Due to the unpredictable timing need for the services, multiple vendors are necessary. The top three vendors have been selected both based on quality of application, consultant identification and team, references and project examples, as well as cost.

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"** that was included in the Request for Proposals and made part of this Agreement. Within the first month of this contract, the Public Works department and the Consultant will draft and agree upon a preventative maintenance schedule for Tree Maintenance. All other services will be provided on an on-call basis, and are conditioned upon response times as listed in Section 3.

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 term of this agreement is for three years, with the option of two one (1) year extensions that can be issued upon written agreement of both parties within 30 days of contract expiration.

Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.

Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours. Requests deemed to be “emergencies” shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

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 for each service described in Section 1, at the rates listed in the **Exhibit B “Rate Schedule”**. Total compensation shall not exceed $127,500.00 unless additional compensation is approved in accordance with Section 2.

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

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

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described

herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: City Manager
1572 Railroad Avenue
St. Helena, California 94574

To Consultant: Patrick Mahoney
West Coast Arborist, Inc.
781 San Pablo Avenue
Pinole, CA 94564

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:	City:
By: _____	By: _____
Name: Patrick Mahoney	Name: Anil Comelo
Title: President	Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A – SCOPE OF WORK

This work shall consist of pruning street trees and park trees for traffic and pedestrian clearance, tree health, removing trees as designated, stump removal, tree planting, staking and inventory of trees as well as leaving the work site in a neat, clean, and orderly condition upon completion of the work or at the end of the day, in the area as specified in these specifications and the special provisions. The Contractor will cease all pruning activities when the designated number of trees has been pruned. Regardless of size of the tree the price to prune will be the same for all grid and park trees. This work also includes scheduled crew pruning according to a mutually established maintenance schedule as well as emergency call outs, over and above the grid pruning. All green waste to be disposed of by the Contractor and the cost to be included within the various bid items.

Other Provisions

A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
C. Contractor shall maintain an adequate crew of employees to perform the service required.
D. Unit prices quoted shall include all required safety equipment owned and available for work.
E. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
F. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
G. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
H. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
I. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition
J. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
K. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.
L. Contractor must be compliant at all times with the Standard Specifications and the Manual of Warning Signs, Lights and Devices for Use in Performing Work upon Highways, published by the California Department of Transportation.

M. Contractor shall also comply with the International Society of Arboriculture (ISA) Pruning Standards, latest revised edition of the Western Chapter, Standards for Nursery Stock by the American Association of Nurserymen, and the American National Standards for tree care operations.

N. A certified arborist must be on the Contractor's staff. Although a certified arborist does not have to be onsite at all times, a certified arborist must be on-call and available to answer questions as they arise.

O. **Public Convenience.** Contractor shall perform all tree trimming/maintenance operations in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses and buildings along the line of the work shall be maintained at least each morning and evening and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

P. **Tree Inventory.** The City is working on developing a current tree inventory, and the selected contractor shall ensure that the tree inventory remains up to date.

Q. **Pictures.** Contractor is to supply representative of "Before and After" trimming pictures that are suitable for reproduction when requested by the City.

R. **Tree Health Report** Contractor is to supply a tree health report after any inspection or work.

S. **Tree Planting.** Contractor to follow the guidelines as outlined in the City's Standard Tree Planting and Staking (L-17) standards and Tree Root Barrier (L-18) standards. There is no tree establishment period, however, there is a 90-day warranty for the workmanship and health of the nursery stock for newly planted trees. If a tree failure is a result of vandalism, trauma or irrigation failures, however, the warranty shall not apply.

T. **Response Criteria for Emergency Routine Services**

   a. The Contractor must ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

   b. Emergency Response - The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

   c. Emergency Work - In the event that emergency work is required, the Contractor shall notify the Director of Public Services or representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.

U. The City will only pay for hours and work performed. The City may, in accordance with the Specifications, order more or less work as necessary at the City's sole discretion, as increased or decreased by the hourly rates noted and payment will be made for the amount of work or materials actually provided as determined by the City and accepted at the hourly rates noted in the bid.

Exhibit B – Cost Proposal

Consultant hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for Tree Maintenance services in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Public Works, at the following rates:

Item No.	Preventative Maintenance At City Facilities	UNIT	UNIT PRICE
1.	Residential Grid and Park Pruning	Per tree	$150.00
2.	Full Trim Based on Service or Special Requests	Per tree	$325.00
3.	Complete Tree / Removal – Under 36" (including stump/roots)	Per tree	$1800.00
4.	Complete Tree / Removal – Over 36" (including stump/roots)	Per tree	$3600.00
5.	Stump Removal (including roots)	Per tree	$350.00
6.	Tree Planting – 15-gallon tree with linear root barrier	Per tree	$325.00
7.	Tree Planting – 15-gallon tree without root barrier	Per tree	$275.00
8.	Tree Planting – 24-inch box tree with linear root barrier	Per tree	$575.00
9.	Evaluations by certified arborist with verbal recommendations	Hourly	$180.00
10.	Tree Watering	Hourly	$110.00
11.	Crew Rates (Regular Time)	Hourly - per worker	$110.00
12.	Crew Rates (Emergency Response)	Hourly – per worker	$159.00
13.	Tree Treatments	Hourly – per worker	$159.00

LABOR: Scheduled Work – Straight Time

Item No.	Item Description	Item	Unit Price (Cost/Hour)
1	Tree Service Foreman	1	$110.00
2	Tree Service Laborer	1	$110.00
3	Traffic Control Laborer/Flagger	1	$110.00
4	Tree Consultation with Arborist	1	$180.00

LABOR: Scheduled work – Emergency Call out work – Straight Time

Item No.	Item Description	Unit Price (Cost/Hour)
1	Tree Service Foreman	$159.00
2	Tree Service Laborer	$159.00
3	Traffic Control Laborer/Flagger	$159.00
4	Tree Consultation with Arborist	$280.00

EQUIPMENT: ALL WORK

Item No.	Item Description	Unit Price/Cost per Hour
1.	Chipper with Chip Truck	$25.00
2.	Bucket Truck	$25.00
3.	Crew Truck (pickup)	$25.00
4.	Stump Grinder	$25.00
5.	Crane Truck	$150.00
6.	Roll Off Truck W/Loader	$150.00
7.	Masticator	$150.00

Prices above shall include fuel, oil, lubrication, supplies, necessary attachments, repairs, maintenance, depreciation, storage, dump fees and all incidentals including the cost of small tools such as chain saws. Equipment used for which an hourly rate is not stated in the table above will be paid in accordance with the current Caltrans Equipment Rental Rate Book along with a 15% markup.

AGREEMENT FOR PROFESSIONAL SERVICES

TREE MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into on February 13, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), **and Mountain F. Enterprises, Inc** (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Tree Maintenance Services
B. The City of St. Helena Public Works Streets and Trees Division is responsible for the maintenance of street trees within public rights-of-way, as well as within parks, open spaces, City facilities and other City properties.
C. Tree maintenance is an important element of the Public Works Department's operations in order to ensure the safety of the public on city streets, parks and open spaces, and to protect the longevity and structural health of the trees.
D. There are ongoing routine maintenance needs as well as increasing climate related weather events that have severe impacts to our tree community requiring a time sensitive response.
E. A Request for Proposals was released on November 17, 2023, for on-call tree maintenance services for performing safety and grid pruning, removal and planting of trees, inventory system management, watering and other arboriculture related services.
F. Bids were received on December 15th and six proposals were received. All six were verified as responsive, then rated by the on-call tree RFP maintenance selection team.
G. Due to the unpredictable timing need for the services, multiple vendors are necessary. The top three vendors have been selected both based on quality of application, consultant identification and team, references and project examples, as well as cost.

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"** that was included in the Request for Proposals and made part of this Agreement. Within the first month of this contract, the Public Works department and the Consultant will draft and agree upon a preventative maintenance schedule for Tree Maintenance. All other services will be provided on an on-call basis, and are conditioned upon response times as listed in Section 3.

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 term of this agreement is for three years, with the option of two one (1) year extensions that can be issued upon written agreement of both parties within 30 days of contract expiration.

Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.

Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours. Requests deemed to be “emergencies” shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

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 for each service described in Section 1, at the rates listed in the **Exhibit B “Rate Schedule”**. Total compensation shall not exceed $56,250.00 unless additional compensation is approved in accordance with Section 2.

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

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

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described

herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City: City Manager
1572 Railroad Avenue
St. Helena, California 94574

To Consultant: Jim Finney
Mountain F Enterprises Inc
950 Iron Point Road, #210
Folsom, CA 95630

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:	City:
By: _____	By: _____
Name: Jim Finney	Name: Anil Comelo
Title: Project Manager	Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A – SCOPE OF WORK

This work shall consist of pruning street trees and park trees for traffic and pedestrian clearance, tree health, removing trees as designated, stump removal, tree planting, staking and inventory of trees as well as leaving the work site in a neat, clean, and orderly condition upon completion of the work or at the end of the day, in the area as specified in these specifications and the special provisions. The Contractor will cease all pruning activities when the designated number of trees has been pruned. Regardless of size of the tree the price to prune will be the same for all grid and park trees. This work also includes scheduled crew pruning according to a mutually established maintenance schedule as well as emergency call outs, over and above the grid pruning. All green waste to be disposed of by the Contractor and the cost to be included within the various bid items.

Other Provisions

A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
C. Contractor shall maintain an adequate crew of employees to perform the service required.
D. Unit prices quoted shall include all required safety equipment owned and available for work.
E. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
F. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
G. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
H. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
I. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition
J. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
K. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.
L. Contractor must be compliant at all times with the Standard Specifications and the Manual of Warning Signs, Lights and Devices for Use in Performing Work upon Highways, published by the California Department of Transportation.

M. Contractor shall also comply with the International Society of Arboriculture (ISA) Pruning Standards, latest revised edition of the Western Chapter, Standards for Nursery Stock by the American Association of Nurserymen, and the American National Standards for tree care operations.

N. A certified arborist must be on the Contractor's staff. Although a certified arborist does not have to be onsite at all times, a certified arborist must be on-call and available to answer questions as they arise.

O. **Public Convenience.** Contractor shall perform all tree trimming/maintenance operations in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses and buildings along the line of the work shall be maintained at least each morning and evening and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

P. **Tree Inventory.** The City is working on developing a current tree inventory, and the selected contractor shall ensure that the tree inventory remains up to date.

Q. **Pictures.** Contractor is to supply representative of "Before and After" trimming pictures that are suitable for reproduction when requested by the City.

R. **Tree Health Report** Contractor is to supply a tree health report after any inspection or work.

S. **Tree Planting.** Contractor to follow the guidelines as outlined in the City's Standard Tree Planting and Staking (L-17) standards and Tree Root Barrier (L-18) standards. There is no tree establishment period, however, there is a 90-day warranty for the workmanship and health of the nursery stock for newly planted trees. If a tree failure is a result of vandalism, trauma or irrigation failures, however, the warranty shall not apply.

T. **Response Criteria for Emergency Routine Services**

   a. The Contractor must ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

   b. Emergency Response - The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

   c. Emergency Work - In the event that emergency work is required, the Contractor shall notify the Director of Public Services or representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.

U. The City will only pay for hours and work performed. The City may, in accordance with the Specifications, order more or less work as necessary at the City's sole discretion, as increased or decreased by the hourly rates noted and payment will be made for the amount of work or materials actually provided as determined by the City and accepted at the hourly rates noted in the bid.

Exhibit B – Cost Proposal

Consultant hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for Tree Maintenance services in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Public Works, at the following rates:

Item No.	Preventative Maintenance At City Facilities	UNIT	UNIT PRICE
1.	Residential Grid and Park Pruning	Per tree	$135.00
2.	Full Trim Based on Service or Special Requests	Per tree	$550.00
3.	Complete Tree / Removal – Under 36” (including stump/roots)	Per tree	$1750.00
4.	Complete Tree / Removal – Over 36” (including stump/roots)	Per tree	$3450.00
5.	Stump Removal (including roots)	Per tree	$300.00
6.	Tree Planting – 15-gallon tree with linear root barrier	Per tree	$265.00
7.	Tree Planting – 15-gallon tree without root barrier	Per tree	$220.00
8.	Tree Planting – 24-inch box tree with linear root barrier	Per tree	$600.00
9.	Evaluations by certified arborist with verbal recommendations	Hourly	$145.00
10.	Tree Watering	Hourly	$88.00
11.	Crew Rates (Regular Time)	Hourly	$355.00
12.	Crew Rates (Emergency Response)	Hourly	$480.00

LABOR: Scheduled Work – Straight Time

Item No.	Item Description	Item	Unit Price (Cost/Hour)
1	Tree Service Foreman	1	$105.00
2	Tree Service Laborer	1	$95.00
3	Traffic Control Laborer/Flagger	1	$90.00
4	Tree Consultation with Arborist	1	$145.00

LABOR: Scheduled work – Emergency Call out work – Straight Time

Item No.	Item Description	Unit Price (Cost/Hour)
1	Tree Service Foreman	$145.00
2	Tree Service Laborer	$165.00
3	Traffic Control Laborer/Flagger	$165.00
4	Tree Consultation with Arborist	$165.00

EQUIPMENT: ALL WORK

Item No.	Item Description	Unit Price/Cost per Hour
	Chipper with Chip Truck	$75.00
	Bucket Truck	$45.00
	Crew Truck (pickup)	$25.00
	Stump Grinder	$65.00
	Crane Truck	$380.00
	CAT 2790	$70.00

Prices above shall include fuel, oil, lubrication, supplies, necessary attachments, repairs, maintenance, depreciation, storage, dump fees and all incidentals including the cost of small tools such as chain saws. Equipment used for which an hourly rate is not stated in the table above will be paid in accordance with the current Caltrans Equipment Rental Rate Book along with a 15% markup.

AGREEMENT FOR PROFESSIONAL SERVICES

TREE MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into on February 13, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), **and Skyview Tree Experts, Inc** (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Tree Maintenance Services
B. The City of St. Helena Public Works Streets and Trees Division is responsible for the maintenance of street trees within public rights-of-way, as well as within parks, open spaces, City facilities and other City properties.
C. Tree maintenance is an important element of the Public Works Department's operations in order to ensure the safety of the public on city streets, parks and open spaces, and to protect the longevity and structural health of the trees.
D. There are ongoing routine maintenance needs as well as increasing climate related weather events that have severe impacts to our tree community requiring a time sensitive response.
E. A Request for Proposals was released on November 17, 2023, for on-call tree maintenance services for performing safety and grid pruning, removal and planting of trees, inventory system management, watering and other arboriculture related services.
F. Bids were received on December 15th and six proposals were received. All six were verified as responsive, then rated by the on-call tree RFP maintenance selection team.
G. Due to the unpredictable timing need for the services, multiple vendors are necessary. The top three vendors have been selected both based on quality of application, consultant identification and team, references and project examples, as well as cost.

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"** that was included in the Request for Proposals and made part of this Agreement. Within the first month of this contract, the Public Works department and the Consultant will draft and agree upon a preventative maintenance schedule for Tree Maintenance. All other services will be provided on an on-call basis, and are conditioned upon response times as listed in Section 3.

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 term of this agreement is for three years, with the option of two one (1) year extensions that can be issued upon written agreement of both parties within 30 days of contract expiration.

Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.

Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours. Requests deemed to be “emergencies” shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

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 for each service described in Section 1, at the rates listed in the **Exhibit B “Rate Schedule”**. Total compensation shall not exceed **$56,250.00** unless additional compensation is approved in accordance with Section 2.

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

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

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described

herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least $1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advise arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or

"maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City:
City Manager
1572 Railroad Avenue
St. Helena, California 94574

To Consultant:
Dan Dunn
Skyview Tree Experts, Inc
P.O. Box 8326
Santa Rosa, CA 95407
Dan@skyview-tree.com

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:	City:
By: _____	By: _____
Name: Dan Dunn	Name: Anil Comelo
Title: President	Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A – SCOPE OF WORK

This work shall consist of pruning street trees and park trees for traffic and pedestrian clearance, tree health, removing trees as designated, stump removal, tree planting, staking and inventory of trees as well as leaving the work site in a neat, clean, and orderly condition upon completion of the work or at the end of the day, in the area as specified in these specifications and the special provisions. The Contractor will cease all pruning activities when the designated number of trees has been pruned. Regardless of size of the tree the price to prune will be the same for all grid and park trees. This work also includes scheduled crew pruning according to a mutually established maintenance schedule as well as emergency call outs, over and above the grid pruning. All green waste to be disposed of by the Contractor and the cost to be included within the various bid items.

Other Provisions

A. The Contractor must complete and timely perform all of the services under the Contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the services under the Contract
B. Work will generally be performed Citywide between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Public Works, or authorized representative, prior to commencing any work in all cases.
C. Contractor shall maintain an adequate crew of employees to perform the service required.
D. Unit prices quoted shall include all required safety equipment owned and available for work.
E. Unit prices for after-hours or emergency work shall be for actual time spent on the job site. No travel time will be paid.
F. Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
G. All employees of Contractor shall wear a uniform or shirt that clearly identifies the company
H. Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job within the City of St. Helena, if requested.
I. Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work. Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition
J. Contractor is required to provide the City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than (2) hours.
K. The Contractor should expect service requests outside of the Contractor's normal working hours. These service requests may be given by telephone, email, written correspondence, or other means for reporting system-related problems, damages, and emergencies as mutually agreed upon.
L. Contractor must be compliant at all times with the Standard Specifications and the Manual of Warning Signs, Lights and Devices for Use in Performing Work upon Highways, published by the California Department of Transportation.

M. Contractor shall also comply with the International Society of Arboriculture (ISA) Pruning Standards, latest revised edition of the Western Chapter, Standards for Nursery Stock by the American Association of Nurserymen, and the American National Standards for tree care operations.

N. A certified arborist must be on the Contractor's staff. Although a certified arborist does not have to be onsite at all times, a certified arborist must be on-call and available to answer questions as they arise.

O. **Public Convenience.** Contractor shall perform all tree trimming/maintenance operations in such a manner as to cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses and buildings along the line of the work shall be maintained at least each morning and evening and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

P. **Tree Inventory.** The City is working on developing a current tree inventory, and the selected contractor shall ensure that the tree inventory remains up to date.

Q. **Pictures.** Contractor is to supply representative of "Before and After" trimming pictures that are suitable for reproduction when requested by the City.

R. **Tree Health Report** Contractor is to supply a tree health report after any inspection or work.

S. **Tree Planting.** Contractor to follow the guidelines as outlined in the City's Standard Tree Planting and Staking (L-17) standards and Tree Root Barrier (L-18) standards. There is no tree establishment period, however, there is a 90-day warranty for the workmanship and health of the nursery stock for newly planted trees. If a tree failure is a result of vandalism, trauma or irrigation failures, however, the warranty shall not apply.

T. **Response Criteria for Emergency Routine Services**

   a. The Contractor must ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the service location within four (4) hours of first notification. Routine requests shall be responded to within eight (8) hours of first notification unless the Director of Public Works or designee thereof agrees upon other arrangements.

   b. Emergency Response - The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

   c. Emergency Work - In the event that emergency work is required, the Contractor shall notify the Director of Public Services or representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.

U. The City will only pay for hours and work performed. The City may, in accordance with the Specifications, order more or less work as necessary at the City's sole discretion, as increased or decreased by the hourly rates noted and payment will be made for the amount of work or materials actually provided as determined by the City and accepted at the hourly rates noted in the bid.

Exhibit B – Cost Proposal

Consultant hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for Tree Maintenance services in accordance with the Contract Documents to the satisfaction and under the direction of the Director of Public Works, at the following rates:

Item No.	Preventative Maintenance At City Facilities	UNIT	UNIT PRICE
1.	Residential Grid and Park Pruning	Per tree	$265.00
2.	Full Trim Based on Service or Special Requests	Per tree	$495.00
3.	Complete Tree / Removal – Under 36" (including stump/roots)	Per tree	$2600.00
4.	Complete Tree / Removal – Over 36" (including stump/roots)	Per tree	$4600.00
5.	Stump Removal (including roots)	Per tree	$325.00
6.	Tree Planting – 15-gallon tree with linear root barrier	Per tree	$265.00
7.	Tree Planting – 15-gallon tree without root barrier	Per tree	$200.00
8.	Tree Planting – 24-inch box tree with linear root barrier	Per tree	$515.00
9.	Evaluations by certified arborist with verbal recommendations	Hourly	$195.00
10.	Tree Watering	Hourly	$95.00
11.	Crew Rates (Regular Time)	Hourly	$375.00
12.	Crew Rates (Emergency Response)	Hourly	$535.00
13.	Tree Treatments	Hourly	$190.00

LABOR: Scheduled Work – Straight Time

Item No.	Item Description	Item	Unit Price (Cost/Hour)
1	Tree Service Foreman	1	$135.00
2	Tree Service Laborer	1	$125.00
3	Traffic Control Laborer/Flagger	1	$125.00
4	Tree Consultation with Arborist	1	$215.00

LABOR: Scheduled work – Emergency Call out work – Straight Time

Item No.	Item Description	Unit Price (Cost/Hour)
1	Tree Service Foreman	$150.00
2	Tree Service Laborer	$150.00
3	Traffic Control Laborer/Flagger	$150.00
4	Tree Consultation with Arborist	$265.00

EQUIPMENT: ALL WORK

Item No.	Item Description	Unit Price/Cost per Hour
	Chipper with Chip Truck	$70.00
	Bucket Truck	$160.00
	Crew Truck (pickup)	$45.00
	Stump Grinder	$65.00
	Crane Truck	$276.00

Prices above shall include fuel, oil, lubrication, supplies, necessary attachments, repairs, maintenance, depreciation, storage, dump fees and all incidentals including the cost of small tools such as chain saws. Equipment used for which an hourly rate is not stated in the table above will be paid in accordance with the current Caltrans Equipment Rental Rate Book along with a 15% markup.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	February 27, 2024
FROM:	Clayton Church, Public Works Operations Manager, Lesley Milton, Asst. to the City Manager
SUBJECT:	Authorization to enter into a lease-purchase agreement with Enterprise Fleet Management to lease and purchase ten (10) new operations vehicles for the Public Works and Fire departments for a not to exceed cost of $516,166.95 which includes a 15% contingency for supply variations and authorization to lease comparable vehicles should the proposed vehicles not be available.
GOAL:	Goal 1: Strengthen Financial Sustainability, Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 7: Enhance Organizational Effectiveness
RECOMMENDED ACTION:	Staff recommends authorizing the City Manager authority to purchase of 10 vehicles with the recommended replacements (listed in appendix A) based on SourceWell pricing and availability from Enterprise. City staff are dedicated to the Council's goal of integrating alternative fuels into the City fleet and lowering the City's carbon and environmental footprint.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorize the lease/purchase of ten (10) new vehicles: replacing seven (7) gas or diesel vehicles with more fuel-efficient models and two (2) mid-sized dump trucks for Public Works Dept and one (1) extra-large pick-up diesel vehicles for the Fire Department.
FINANCIAL IMPACT:	The Financial Impact is a total not-to-exceed cost of $516,167, which includes a 15% contingency in the event the proposed vehicles are not available and a comparable "like kind" vehicle is available, at a moderately higher rate. The approved FY 23 budget included additional funding for the replacement of Public Works vehicles in the mount of $550,000, which was carried over into FY 24.

BACKGROUND:

Consistent with the City Council adopted goal of Infrastructure and Environmental Sustainability, staff has been revising the vehicle replacement strategy exploring the

implementation of alternative fuels to the City Fleet. Additionally, beginning in 2024, 10% of Government Agency vehicles purchased will be required to be electric. With the City's climate initiatives, staff has been exploring ways to reduce environmental impacts as well as use resources more efficiently. In 2019 City Council directed staff to select alterative fueled vehicles where feasible. City (i.e. Public Works, Fire and Police) vehicles are among one of the most visible forms of city government and keeping a modern, well-maintained fleet, reflects positively on the City and the respective departments.

DISCUSSION:

ENVIRONMENTAL CONSIDERATIONS

While staff has been exploring full electrification of the fleet, integrating our fleet with electric vehicles is not yet possible as technology and the City's charging infrastructure requires enhancement. Staff is working with PG&E and 3rd party vendors to assess City buildings to better understand capacity to charge electric vehicles and the costs associated with this infrastructure upgrade. While this is possible in the future, in order to maintain the current level of services in the Public Works Operations Division, the purchase of replacement vehicles at this time is necessary.

Several vehicles that have been identified for replacement and need to be authorized as surplus because they have exceeded their usable life or are beyond repair. Replacing the fleet with new vehicles will reduce repair downtime, fuel costs, and overall carbon footprint. The strategy to purchase some vehicles and lease the other is a more cost-effective way to manage the fleet as the leased vehicles generate excessive mileage and need to be replaced more frequently.

CARBON IMPACT

By exchanging 10 existing vehicles in our fleet with more energy efficient and lower emitting replacements the impacts to the City's carbon emissions is a reduction of 51%. See Attachment A for detailed information for each vehicle.

	Existing Vehicles	**Replacement Vehicles**	**Proposed Reduction**
Total CO2 emitted	61,633	30,240	51%
Total mT CO2	28	13.717	51%

VEHICLES TO BE REPLACED

Vehicle Number	Year	Make	Model	Mileage
117	2008	Ford	F-150	109,161
100	2011	Ford	F-250	142,303
101	2008	Ford	F-250	96,370
103	1998	Ford	Ranger	139,011
107	1999	Ford	F-350 Super Duty	98,805
209	2007	Chevy	S-10	116,550
201	2016	Ford	Super Duty F-350 SRW	76,750
309	2008	Ford	F-350	54,413
217	2018	Ford	F-350 Super Duty	67,457

** Several of these vehicles are heavy duty work trucks that while they have low milage, the engines and vehicle bodies have had significant usage*

PROPOSED REPLACEMENTS - PURCHASE

The city is planning to purchase the following vehicles at the following costs. See Attachment A for detailed information for each vehicle.

Vehicle No.	Model	Purchase Price/Value	Total Initial Charges on Delivery
1	2024 Ford F-350 Chassis XL 4x4 SD Regular Cab	$ 94,029	$9,029
2	2024 Ford F-350 Chassis XL 4x4 SD Regular Cab	$94,029	$9,029
3	2024 Ford Police Interceptor Utility	$58,005	$6,189
	Subtotal	$246,063	$24,247
Total Purchase Cost to Include Delivery, Registration & Taxes		**$270,310**	
Tax Rate 8.25%			

PROPOSED REPLACEMENTS - LEASED

The City is proposing to lease the following vehicles for the following costs.

Vehicle No.	Model	Monthly Payment	Total Initial Charges on Delivery	Term	Total Cost of Lease
4	2024 Ford F-150 XL 4x2 SuperCrew Cab 5.5 ft. box 145 in.	$833.96	$624.18	60 months	$52,642
5	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$571.70	$400.26	36 months	$20,981
6	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$571.70	$400.26	36 months	$20,981
7	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$571.70	$400.26	36 months	$20,981
8	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$571.70	$400.26	36 months	$20,981
9	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$571.70	$400.26	36 months	$20,981
10	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$571.70	$400.26	36 months	$20,981
Total Cost to Include Delivery, Registration, and Taxes					**$178,531**

Total Financial Impact	
Total Cost to Purchase 3 Vehicles	$270,310
Total Cost to Lease 7 Vehicles	$178,531
Subtotal	**$448,841**
15% Contingency	$67,326
Grand Total for 10 Vehicles	**$516,167**

Vehicles that operate above 100k miles statistically have increased likely hood of non-preventive maintenance repairs. In 2023, the City paid $39,018 in maintenance costs for vehicles over 100k miles. Of the 27 vehicles on vehicle management program with Enterprise, it was an average repair cost of $243.19 per month. This figure does not account for the opportunity cost of the time vehicles are out of service preventing staff from being able to accomplish required city maintenance obligations.

Currently the City has an executed agreement with Enterprise for Fleet management services. As a component of that partnership, Enterprise provides the City with Sourcewell pricing ensuring the City receives the most competitive costs. Quote that include pricing for the desired vehicles and their Sourcewell pricing are included in Attachment A. Public Works has experienced difficulties ordering and procuring vehicles due to national supply chain issues and high demand for vehicles in the civilian market. Therefore this item is requesting authorization to purchase comparable or "like kind" vehicles in the event the quoted vehicles are no longer available once the authorization to purchase has been granted.

At this time, staff recommends replacing seven (7) gasoline and/or diesel vehicles with more fuel-efficient models; as well replacing two (2) vehicles (mid-sized dump trucks) from the Public Works Department and one (1) heavy duty diesel trucks in the Fire Department in kind. A feasible electric replacement for these vehicles to meet the needs of the Operations Division is not yet available. This action would allow the City additional time to improve our electric charging infrastructure as well as replacing old vehicles with more environmentally friendly models and new cleaner burning diesels thus lowering the City's carbon footprint, lower fuel consumption, and allow time to conduct a comprehensive evaluation of the fleet.

ENVIRONMENTAL REVIEW:
This is not a CEQA Project.

DOCUMENTS ATTACHMENTS:

20240227 PWFD Vehicle Purchases
2024 PW vehicle purchases
Attachment A Enterprise Vehicle Quotes

CITY OF ST. HELENA

RESOLUTION NO.

AUTHORIZATION TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT TO LEASE AND PURCHASE TEN (10) NEW OPERATIONS VEHICLES FOR THE PUBLIC WORKS AND FIRE DEPARTMENTS FOR A NOT TO EXCEED COST OF $516,166.95 WHICH INCLUDES A 15% CONTINGENCY FOR SUPPLY VARIATIONS AND AUTHORIZATION TO LEASE COMPARABLE VEHICLES SHOULD THE PROPOSED VEHICLES NOT BE AVAILABLE.

RECITALS

A. WHEREAS, Public Works vehicles are among one of the most visible forms of city government and keeping a modern, well maintained fleet, reflects positively on the City and the Public Works department, and

B. WHEREAS, with the City's climate initiatives, staff has been exploring ways to reduce environmental impacts as well as use resources more efficiently, and

C. WHEREAS, While staff has been exploring full electrification of the fleet, integrating our fleet with electric vehicles is not yet possible as technology and the City's charging infrastructure requires enhancement. Staff is working with PG&E and 3rd party vendors to assess City buildings to better understand capacity to charge electric vehicles and the costs associated with this infrastructure upgrade, and

D. WHEREAS, While this is possible in the future, in order to maintain the current level of services in the Public Works Operations Division, the purchase of replacement vehicles at this time is necessary, and

E. WHEREAS, Several vehicles that have been identified for replacement and need to be authorized as surplus because they have exceeded their usable life or are beyond repair. Replacing the fleet with new vehicles will reduce repair downtime, fuel costs, and overall carbon foot print, and

F. WHEREAS, By exchanging 9 existing vehicles in our fleet with more energy efficient and lower emitting replacements the impacts to the City's carbon emissions is a reduction of 51%, and

G. WHEREAS, The City has an executed agreement with Enterprise for Fleet management services. As a component of that partnership, Enterprise provides the City with Sourcewell pricing ensuring the City receives the most competitive costs, and

H. WHEREAS, Public Works has experienced difficulties ordering and procuring vehicles due to national supply chain issues and high demand

for vehicles in the civilian market. Therefore this item is requesting authorization to purchase comparable or "like kind" vehicles in the event the quoted vehicles are no longer available once the authorization to purchase has been granted.

RESOLUTION

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

1. Authorize the replacement by leasing of Seven (7) gasoline and/or diesel vehicles with more fuel efficient models; as well replacement by purchasing two (2) vehicles (mid-sized dump trucks) from the Public Works Department and one (1) heavy duty diesel truck in the Fire Department with more fuel efficient options as presented.
2. Authorize up to a 15% contingency if the quoted vehicles are not available but others of “like kind” are available for purchase.
3. Authorize the City Manager to execute all purchasing documents necessary to secure the above vehicles.

Approved at a Regular Meeting of the St. Helena City Council on February 27, 2024, 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

Vehicle No.	Model	Purchase Price/Value	Total Initital Charges on Delivery	Hybrid Y/N	MPG Combined Average	lbs CO2	mT CO2
1	2024 Ford F-350 Chassis XL 4x4 SD Regular Cab	$ 94,029.00	$ 9,029.19	N	10	4093.229388	1.85667667
2	2024 Ford F-350 Chassis XL 4x4 SD Regular Cab	$ 94,029.00	$ 9,029.19	N	10	5645.437292	2.560753557
3	2024 Ford Police Interceptor Utility	$ 58,005.00	$ 6,188.90	Y	24	3152.730987	1.430069394
		$ 246,063.00	$ 24,247.29				
	Total Purchase Cost to include Delivery, Registration & Taxes	**$ 270,310.29**				12891.39767	5.847499622

**Tax Rate 8/25%*

Vehicle No.	Model	Monthly Payment	Total Initital Charges on Delivery	Term	Total cost of Lease	MPG Combined Average	lbs CO2	mT CO2
4	2024 Ford F-150 XL 4x2 SuperCrew Cab 5.5 ft. box 145 in.	$ 866.96	$ 624.18	60 Months	$ 52,641.78	23	10260.86772	4.654299
5	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$ 571.70	$ 400.26	36 Months	$ 20,981.46	36.5	655.929863	0.297528
6	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$ 571.70	$ 400.26	37 Months	$ 20,981.46	36.5	655.929863	0.297528
7	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$ 571.70	$ 400.26	38 Months	$ 20,981.46	36.5	655.929863	0.297528
8	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$ 571.70	$ 400.26	39 Months	$ 20,981.46	36.5	655.929863	0.297528
9	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$ 571.70	$ 400.26	40 Months	$ 20,981.46	36.5	655.929863	0.297528
10	2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in.	$ 571.70	$ 400.26	41 Months	$ 20,981.46	36.5	655.929863	0.297528
	Total Cost to include Delivery, Registration and Taxes				**$ 178,530.54**	14196.4469	6.439466	

Total Cost to Purchase 4 Vehicles	$ 270,310.29
Total Cost of Lease Contract for 7 Vehicles	$ 178,530.54
Total	**$ 448,840.83**
Contingency (15%)	$ 67,326.12
Grand Total for 11 Vehicles	**$ 516,166.95**

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Proposal

Date: 01/18/2024

Prepared For: City of St. Helena (579445)

Proposal Summary

Proposal #: P1471809

Prepared For: [redacted]

Quantity: 6

Driver Information					Base Lease Payment											Initial Charges Billed upon Delivery		
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Mgmt Fee	Interest[1]	Monthly Use Tax	Full Maint Program[2]	Additional Services[3]	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges[4]	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB - US - / Black Onyx w/Front Cloth Bucket Seats																		
7744896		CA	7.7500%	10,000	$26,688.00	24	1.3500%	$360.29	$26.69	$143.60	$41.12			$571.70	$18,041.04	$0.00	$400.26	$400.26
7744897		CA	7.7500%	10,000	$26,688.00	24	1.3500%	$360.29	$26.69	$143.60	$41.12			$571.70	$18,041.04	$0.00	$400.26	$400.26
7744898		CA	7.7500%	10,000	$26,688.00	24	1.3500%	$360.29	$26.69	$143.60	$41.12			$571.70	$18,041.04	$0.00	$400.26	$400.26
7744899		CA	7.7500%	10,000	$26,688.00	24	1.3500%	$360.29	$26.69	$143.60	$41.12			$571.70	$18,041.04	$0.00	$400.26	$400.26
7744900		CA	7.7500%	10,000	$26,688.00	24	1.3500%	$360.29	$26.69	$143.60	$41.12			$571.70	$18,041.04	$0.00	$400.26	$400.26
7744901		CA	7.7500%	10,000	$26,688.00	24	1.3500%	$360.29	$26.69	$143.60	$41.12			$571.70	$18,041.04	$0.00	$400.26	$400.26
											Total Monthly Payment for 6 vehicles:			**$3,430.20**		**Total Initial Charges for 6 vehicles:**		**$2,401.56**

[1] Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

[2] See the following pages for details of Full Maintenance Service

[3] Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

[4] Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

Lessee: City of St. Helena

Signature Title Date

Printed On 01/18/2024 05:24:13 PM

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Proposal

Date: 01/18/2024

Prepared For: City of St. Helena (579445)

Prepared For: [redacted]

Capitalized Amount Calculations

Proposal #: P1471809

Quantity: 6

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle[1]	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB - US - / Black Onyx w/Front Cloth Bucket Seats																	
7744896	Capitalized Price	$26,328.00	$0.00	$60.00	$26,388.00		$0.00	$0.00					$0.00	$300.00	$0.00	$0.00	$26,688.00
	Billed on Delivery					$0.00	$400.26	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$400.26
7744897	Capitalized Price	$26,328.00	$0.00	$60.00	$26,388.00		$0.00	$0.00					$0.00	$300.00	$0.00	$0.00	$26,688.00
	Billed on Delivery					$0.00	$400.26	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$400.26
7744898	Capitalized Price	$26,328.00	$0.00	$60.00	$26,388.00		$0.00	$0.00					$0.00	$300.00	$0.00	$0.00	$26,688.00
	Billed on Delivery					$0.00	$400.26	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$400.26
7744899	Capitalized Price	$26,328.00	$0.00	$60.00	$26,388.00		$0.00	$0.00					$0.00	$300.00	$0.00	$0.00	$26,688.00
	Billed on Delivery					$0.00	$400.26	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$400.26
7744900	Capitalized Price	$26,328.00	$0.00	$60.00	$26,388.00		$0.00	$0.00					$0.00	$300.00	$0.00	$0.00	$26,688.00
	Billed on Delivery					$0.00	$400.26	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$400.26
7744901	Capitalized Price	$26,328.00	$0.00	$60.00	$26,388.00		$0.00	$0.00					$0.00	$300.00	$0.00	$0.00	$26,688.00
	Billed on Delivery					$0.00	$400.26	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$400.26

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

[1]Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials

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Quantity: 6

VEHICLE INFORMATION:

2024 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB - US
Series ID: W8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$ 23,338.00	$ 23,815.00
Total Options	$ 1,395.00	$ 1,500.00
Destination Charge	$ 1,595.00	$ 1,595.00
Total Price	**$ 26,328.00**	**$ 26,910.00**

SELECTED COLOR:

Exterior: -
Interior: 9W - Black Onyx w/Front Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
121WB	121" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
445	Transmission: Automatic Continuous Variable (CVT)	NA	NA
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included	Included
9	Front Cloth Bucket Seats	Included	Included
993	Engine: 2.5L Hybrid	$ 1,395.00	$ 1,500.00
9W_02	Black Onyx w/Front Cloth Bucket Seats	NC	NC
NONGV	GVWR: 5,180 lbs	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.63 Axle Ratio	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P225/65R17 A/S BSW	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- Grille: black grille

Convenience Features:
- Air Conditioning automatic air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Fuel Remote Release: power fuel remote release
- Power Windows: power windows with driver 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
- Emergency SOS: 911 Assist
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 1 seatback storage pockets
- Dashboard Storage: dashboard storage
- IP Storage: bin instrument-panel storage
- Rear Underseat Storage Tray: rear underseat storage tray
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:
- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off aero-composite LED low/high beam headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Compass: compass
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
Trip Odometer: trip odometer
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:
Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob
Floor Mats: carpet front floor mats

Standard Engine:
Engine 191-hp, 2.5-liter I-4 (hybrid regular gas)

Standard Transmission:
Transmission 2-speed CVT w/ OD

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Open-End (Equity) Lease Proposal

Date: 01/18/2024

Prepared For: City of St. Helena (579445)

Proposal Summary

Proposal #: P1471858

Prepared For: [redacted]

Quantity: 1

Driver Information					Base Lease Payment											Initial Charges Billed upon Delivery		
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Mgmt Fee	Interest[1]	Monthly Use Tax	Full Maint Program[2]	Additional Services[3]	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges[4]	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2024 Ford F-150 XL 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB - US					**Oxford White / Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat**													
7745025		CA	7.7500%	6,000	$43,912.00	60	1.3500%	$592.81	$43.91	$167.88	$62.36			$866.96	$8,343.40	$0.00	$624.18	$624.18
											Total Monthly Payment for 1 vehicles:			**$866.96**		**Total Initial Charges for 1 vehicles:**		**$624.18**

[1] Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

[2] See the following pages for details of Full Maintenance Service

[3] Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

[4] Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

Lessee: City of St. Helena

Signature Title Date

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Open-End (Equity) Lease Proposal

Date: 01/18/2024

Prepared For: City of St. Helena (579445)

Prepared For: [redacted]

Capitalized Amount Calculations

Proposal #: P1471858

Quantity: 1

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle[1]	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
2024 Ford F-150 XL 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB - US Oxford White / Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat																	
7745025	Capitalized Price	$43,552.00	$0.00	$60.00	$43,612.00		$0.00	$0.00					$0.00	$300.00	$0.00	$0.00	$43,912.00
	Billed on Delivery					$0.00	$624.18	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$624.18

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

[1]Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

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Quantity: 1

VEHICLE INFORMATION:

2024 Ford F-150 XL 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB - US
Series ID: W1K

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$ 41,557.00	$ 43,515.00
Total Options	$ 0.00	$ 0.00
Destination Charge	$ 1,995.00	$ 1,995.00
Total Price	**$ 43,552.00**	**$ 45,510.00**

SELECTED COLOR:

Exterior:	YZ - Oxford White
Interior:	AS - Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A Standard	NC	NC
145WB	145" Wheelbase	STD	STD
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
99P	Engine: 2.7L V6 EcoBoost	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,400 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM SiriusXM w/360L	Included	Included
STDTR	Tires: 245/70R17 BSW A/S	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X19	3.55 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Box Style: regular
- Integrated Storage: pickup integrated storage
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Grille: black grille

Convenience Features:
- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:
- radio SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 5G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off aero-composite LED low/high beam headlamps
- Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: digital/analog appearance
- Tachometer: tachometer
- Voltometer: voltmeter

Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:
Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:
Engine 325-hp, 2.7-liter V-6 (regular gas)

Standard Transmission:
Transmission 10-speed automatic w/ OD and PowerShift automatic

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Open-End (Equity) Lease Proposal

Date: 01/18/2024

Prepared For: City of St. Helena (579445)

Proposal Summary

Proposal #: P1471864

Prepared For: [redacted]

Quantity: 2

Driver Information					Base Lease Payment											Initial Charges Billed upon Delivery		
Quote	Driver	ST	Use Tax Rate	Expected Annual Mileage	Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Mgmt Fee	Interest[1]	Monthly Use Tax	Full Maint Program[2]	Additional Services[3]	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges[4]	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
2024 Ford F-350 Chassis XL 4x4 SD Regular Cab 169 in. WB DRW - US					**Oxford White / Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat**													
7745039	[redacted]	CA	7.7500%	10,000	$94,029.00	60	1.3500%	$1,269.39	$94.03	$356.61	$133.30			$1,853.33	$17,865.60	$0.00	$1,271.80	$1,271.80
7745040	[redacted]	CA	7.7500%	10,000	$94,029.00	60	1.3500%	$1,269.39	$94.03	$356.61	$133.30			$1,853.33	$17,865.60	$0.00	$1,271.80	$1,271.80
											Total Monthly Payment for 2 vehicles:			**$3,706.66**		**Total Initial Charges for 2 vehicles:**		**$2,543.60**

[1] Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

[2] See the following pages for details of Full Maintenance Service

[3] Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

[4] Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a $500 disposal fee, interest incurred, and loss of value.

Lessee: City of St. Helena

Signature | Title | Date

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Open-End (Equity) Lease Proposal

Date: 01/18/2024

Prepared For: City of St. Helena (579445)

Prepared For: [redacted]

Capitalized Amount Calculations

Proposal #: P1471864

Quantity: 2

Quote	Capitalized Prices/ Billed on Delivery	Manufacturer Invoice Price	Incentives & Rebates	Adjustment	Capitalized Price of Vehicle[1]	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
2024 Ford F-350 Chassis XL 4x4 SD Regular Cab 169 in. WB DRW - US **Oxford White / Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat**																	
7745039	Capitalized Price	$52,369.00	$0.00	$60.00	$52,429.00		$0.00	$0.00					$41,000.00	$600.00	$0.00	$0.00	$94,029.00
	Billed on Delivery					$0.00	$1,271.80	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$1,271.80
7745040	Capitalized Price	$52,369.00	$0.00	$60.00	$52,429.00		$0.00	$0.00					$41,000.00	$600.00	$0.00	$0.00	$94,029.00
	Billed on Delivery					$0.00	$1,271.80	$0.00	$0.00			$0.00	$0.00	$0.00	$0.00	$0.00	$1,271.80

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

[1]Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials

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Open-End (Equity) Lease Proposal

Date: 01/18/2024

Prepared For: City of St. Helena (579445)

Aftermarket & Other Costs

Proposal #: P1471864

Prepared For: [redacted]

Quantity: 2

Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
2024 Ford F-350 Chassis XL 4x4 SD Regular Cab 169 in. WB DRW - US	**Oxford White / Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat**			
7745039	[redacted]	Dump Truck	$41,000.00	
7745040	[redacted]	Dump Truck	$41,000.00	
		Total Aftermarket Equipment	**$82,000.00**	**$0.00**

Initials

enterprise | FLEET MANAGEMENT

Quantity: 2

VEHICLE INFORMATION:

2024 Ford F-350 Chassis XL 4x4 SD Regular Cab 169 in. WB DRW - US
Series ID: F3H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$ 50,374.00	$ 53,025.00
Total Options	$ 0.00	$ 0.00
Destination Charge	$ 1,995.00	$ 1,995.00
Total Price	**$ 52,369.00**	**$ 55,020.00**

SELECTED COLOR:

Exterior:	Z1 - Oxford White
Interior:	AS - Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
169WB	169" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
640A	Order Code 640A	NC	NC
64K	Wheels: 17" Argent Painted Steel	Included	Included
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 14,000 lb Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 Communications & Entertainment System	Included	Included
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 2
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Convex Driver Mirror: convex driver and passenger mirror
- Mirror Type: manual extendable trailer mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Front Tow Hooks: 2 front tow hooks
- Body Material: aluminum body material
- : trailering with harness, brake controller
- Grille: black grille
- Upfitter Switches: upfitter switches

Convenience Features:
- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Remote Engine Start: remote start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front cupholder
- Overhead Console: full overhead console with storage
- Glove Box: illuminated locking glove box
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:
- radio AM/FM stereo with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: FordPass Connect 5G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off aero-composite halogen headlamps
- Cab Clearance Lights: cab clearance lights
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: digital/analog appearance
- Tachometer: tachometer
- Compass: compass
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
- Trip Odometer: trip odometer
- Lane Departure Warning: lane departure
- Forward Collision Alert: forward collision

Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Traction Control: driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:
Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:
Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:
Transmission 10-speed automatic w/ OD and PowerShift automatic

Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

DATE:	February 27, 2024
FROM:	Cindy Tzafopoulos, City Clerk
SUBJECT:	Consideration and proposed approval of a resolution for the City Council appointment of an applicant to fill the vacancy created by the resignation of Council Member Lester Hardy, and direct the City Clerk to administer the Oath of Office to the New Council Member
RECOMMENDED ACTION:	Nominate an applicant for approval by the majority of Council. Direct the City Clerk to administer the oath of office and the newly appointed Council Member will be seated at the dais.
PREVIOUS COUNCIL ACTION:	On January 23, 2024, the City Council established a process for the appointment of a new City Council Member to fill the vacancy created by Council Member Hardy's resignation.
STATEMENT OF THE PURPOSE:	Appoint an applicant to the vacant City Council position.
FINANCIAL IMPACT:	Not applicable.

BACKGROUND:

Council Member Hardy announced on January 19, 2024 that he is resigning from the City Council, effective at the end of January.

At the January 23, 2024 City Council meeting, the City Council chose to conduct a recruitment and appoint a member from the community to fill the remainder of the term of Councilmember Hardy. The City Council invited interested individuals to submit an application for consideration. The applications were accepted through February 16, 2024 and candidate interviews are scheduled for February 23, 2024 at a Special Council meeting.

DISCUSSION:

The City held a recruitment for City Council applicants from January 23, 2024 through February 16, 2024. The City received four applications for consideration and interviews are scheduled for February 23, 2024.

The applicants are:

1. Doug Boeschen
2. Jeffrey Green
3. Patrick Kenealy

4. Chris Warner

At the City Council meeting on February 27, 2024, it is anticipated that the City Council will appoint one of the above to fill the vacant City Council seat to fill the remaining term of Council Member Lester Hardy.

DOCUMENTS ATTACHMENTS:

Attachment 1 - Doug Boeschen Application
Attachment 2 - Chris Warner Application
Attachment 3 - Patrick Kenealy Application
Attachment 4 - Jeffrey Green Application
Attachment 5 - Resolution

DATE AND TIME RECEIVED:

NOTE: THIS COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH THE ST. HELENA CITY CLERK BY **FRIDAY, FEBRUARY 16, 2024, AT 5:00 P.M.**

APPLICATION FOR APPOINTMENT TO THE ST. HELENA CITY COUNCIL

This application is to fill a vacancy on the St. Helena City Council. The St. Helena City Council will publicly-review all submitted applications where the applicants meet the qualifications. The Council will hold a public interview process for each candidate on Friday, February 23, 2024, beginning at 2:00 p.m. The applicant interviews will take place at City Hall main conference room, 1088 College Avenue, St. Helena. The appointment to the City Council will be made at the regularly scheduled City Council meeting on Tuesday, February 27, 2024, beginning at 6 p.m. The term of office will be from February 27, 2024, until the certification of the November 5, 2024, General Municipal Election.

This application is a public document, although your personal information will be redacted. Your application will be compiled with other applications and considered by the St. Helena City Council as a part of a noticed public meeting.

Only St. Helena residents who are registered voters in St. Helena will be eligible for appointment.

Name: DOUG BOESCHEN

Residence Address: 1903 VINEYARD AVE ST. HELENA

Mailing Address (if different): _____

E-mail: doug@boeschenvineyards.com

Best Phone Number to Reach You: 707 815-6141

Are you currently a registered voter and a resident of the City of St. Helena, or will be at the time of an appointment? YES **(yes or no)**

- **Please include your resume and answer the following questions on a separate sheet(s) of paper.**

(continued on next page)

Reasons for Applying

1. Why do you want to be appointed to the Council?
2. Service as a City Council Member easily could require 10 or more hours per week reviewing council agenda packets, responding to citizen communications, meeting with constituents, and attending various regional and local subcommittee meetings, and council meetings. How much time per week do you have to devote to City Council service?
3. If appointed, do you plan on running for election in November 2024?

Experience, Qualifications, Education

4. What qualifications, life experiences, and educational background do you have that will enable you to make sound decisions in the best long-term interest of the community?
5. Please describe your community service and government participation in St. Helena or elsewhere.

Issues, Priorities, Concerns

6. What do you believe are the most important issues facing the City?
7. If you were appointed to the Council, what would be your top three priorities?
8. What strategies can be undertaken to address the City's fiscal challenges, improve the City's economic health, and maintain and enhance quality of life?

Values, Vision, Approach

9. What vision do you have for the future of St. Helena?
10. How would you resolve a situation where your personal philosophy may be considered at odds with the majority view regarding what is best for the City?

(continued on next page)

You may also provide any additional information or comments you feel would assist City Council in considering your application.

Please note: At the time you would be named to the St. Helena City Council, you must be:

- **At least 18 years of age,**
- **A registered voter in St. Helena; and**
- **A resident residing within the City limits of St. Helena.**

You must maintain St. Helena residency and registered voter status throughout your term of office.

Also, at the time of appointment (and annually as well as at the completion of your service), you will be required to complete and file a public Form 700 Statement with the California Fair Political Practices Commission. Form 700 filings allow the public to know of any potential conflicts of interest related to your public service. These conflicts can relate to employment, property ownership, loans and gifts, stock ownership, and more. You are also required to disclose certain financial interests of your spouse (if applicable).

During your term on the City Council, you will be required to identify any potential conflicts (often with the assistance of the City Attorney) and to recuse yourself from voting on or otherwise influencing any action that might cause a financial or other conflict.

Please sign and return this form with the questions answered via an email to Cindy Tzafopoulos, St. Helena City Clerk, at cityclerk@cityofsthelena.org. The City Clerk will confirm receiving your emailed application, if you do not receive confirmation, please call the City Clerk at (707) 312-1257. You may also drop off the form and questions at St. Helena City Hall, 1088 College Avenue, St. Helena, California. Please address the envelope to the City Clerk.

Please do not mail the form, as it may not get to the City by the deadline. If you have any questions about this application, please call Ms. Tzafopoulos at (707) 312-1257.

I Doug Boeschen **(print name) swear/affirm that the foregoing information is true and correct.**

Applicant's Signature: D Boeschen **Date:** 02/10/24

Application for Appointment to the St. Helena City Council
Doug Boeschen

1. A twenty-year St. Helena resident, I have benefitted tremendously from being a member of our community. I founded and continue to run a successful local business. My wife and I have raised a happy family here. I would like to give back to the local community, and believe my professional and volunteer experiences would be an asset to the City Council. Working with the St. Helena Parks and Recreation Department has given me a great appreciation for the effort needed to support our community.
2. I understand the St. Helena City Council requires a significant commitment in time and energy, and I would take that obligation seriously. I would have about twenty hours per week for Council business.
3. If appointed, I would very seriously consider running for election in November of 2024.
4. My background as a local business leader, Silicon Valley strategy consultant, non-profit board member, local volunteer within the Latino community, and youth athletics organizer would all help enable me to make decisions in the best interest of the St. Helena community. I believe the City Council benefits from members who have extensive ties to multiple St. Helena groups and activities, while also leveraging relevant experience from outside Napa Valley.
5. Community and government service has been a focus of my life for nearly thirty years, starting with volunteer work with an international human rights group in the early 1990s. Since then, I have focused much of my volunteer work on helping the local Latino community as an elementary school tutor, prospective citizen tutor and registrar, farmworker rights leader, domestic employee rights advocate, and youth coach and organizer. My current positions as Commissioner with the St. Helena Parks and Recreation Department, and board member with the UpValley Family Centers, have given me an even greater appreciation for our community and the good that city government can have on the lives of our residents.
6. I believe the most important issues facing St. Helena are the integration of all local community groups, the coordination of various and disparate city departments and organizations, and the long-term impact of global warming and resource conservation.
7. If I were appointed to the Council, my top three priorities would be to address the challenges mentioned in the previous question: to work to better welcome and integrate our Latino community, to strive to improve integration across city departments and other influential organizations, and to continue the city's efforts to protect and preserve our natural resources in the long-term.
8. I believe St. Helena's fiscal, health, and quality-of-life challenges are all best addressed by leadership willing to consider creative and dynamic long-term solutions. Communities singularly motivated to maintain "the way it's always been" are unable to adjust to the needs of changing populations and economic conditions. Policies of intelligent and creative development and evolution will help to ensure a thriving and happy community as we move forward together.
9. My vision for the future of St. Helena is a dynamic and open community that actively welcomes all groups, encourages our youth to challenge themselves, supports local businesses, and provides employment, housing, cultural, and social opportunities for all our residents.
10. I believe the most important element of city government is to treat all people with respect. Disagreement is common - and necessary - in group decision-making, but retaining respect for all parties and their opinions will always be paramount.

DOUG BOESCHEN

1903 Vineyard Ave. St. Helena, CA 94574
doug@boeschenvineyards.com
707 815-6141

PROFESSIONAL EXPERIENCE

GENERAL MANAGER AND WINEMAKER, BOESCHEN VINEYARDS 2006-present
Co-founded, co-own, and lead successful St. Helena-based business achieving 500% growth over 20 years. Manage all winemaking, business, and farming operations.

ASSISTANT WINEMAKER, SPOTTSWOODE WINERY 2005-2006
Worked with winemaking team on all aspects of wine production.

SENIOR PRINCIPAL, STRATEGY CONSULTANT, THE MCKENNA GROUP 1994-2000
Led teams of consultants developing internet-based strategies, primarily for Silicon Valley clients.

AUTHOR AND RESEARCHER, INTERNATIONAL HUMAN RIGHTS LAW GROUP 1993-1994
Researched and co-wrote published book focusing on emerging democracies in Eastern Europe.

VOLUNTEER, BOARD, AND COMMISSION EXPERIENCE

COMMISSIONER, ST. HELENA PARK AND RECREATION DEPARTMENT 2022-present
Advise professional staff and help lead ongoing efforts focused on equitable recreation, Crane Park lighting replacement, Crane Park pickleball complex installation, Harvest Festival, and others.

BOARD MEMBER, UPVALLEY FAMILY CENTERS 2023-present
Advise professional staff on mission providing services to up-valley individuals and families.

ADVOCATE FOR FARMWORKER RIGHTS 2023-present
First winery in Napa Valley to offer hazard pay and disaster insurance to farmworkers.

ELEMENTARY SCHOOL TUTOR 2017-present
Work with teachers at the St. Helena Elementary School, tutoring primarily in reading and math.

PROSPECTIVE CITIZEN REGISTRAR AND TUTOR 2020-present
Help Napa County prospective citizens apply for citizenship, and study for the citizenship exam.

MEMBER, HAND-IN-HAND DOMESTIC EMPLOYER NETWORK 2019-present
Advocate for domestic employee rights. Testified and lobbied before California legislature.

COACH AND YOUTH ATHLETICS ORGANIZER 2006-present
Coached dozens of St. Helena teams in soccer, baseball, basketball and track. Starter, meet organizer and coach for youth track and field competitions with St. Helena Montessori, Sunrise Montessori, St. Apollinaris, and Justin Sienna High School.

BOARD MEMBER, BLACK BUTTE RANCH HOMEOWNER ASSOCIATION 2002-2008
Advised professional staff on all operations required to manage community of 1300 homes.

EDUCATION

Stanford University, Bachelor of Arts, International Relations 1992
Stanford University, Master of Arts, International Policy 1993
UC Davis, Bachelor of Science, Viticulture & Enology 2005, Bilingual Spanish

Fun Fact: I am the Washington State high school high-hurdle champion from 1988.

DATE AND TIME RECEIVED:
2/8/24 at 8:49 am
Via email - see attached

NOTE: THIS COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH THE ST. HELENA CITY CLERK BY **FRIDAY, FEBRUARY 16, 2024, AT 5:00 P.M.**

APPLICATION FOR APPOINTMENT TO THE ST. HELENA CITY COUNCIL

This application is to fill a vacancy on the St. Helena City Council. The St. Helena City Council will publicly-review all submitted applications where the applicants meet the qualifications. The Council will hold a public interview process for each candidate on Friday, February 23, 2024, beginning at 2:00 p.m. The applicant interviews will take place at City Hall main conference room, 1088 College Avenue, St. Helena. The appointment to the City Council will be made at the regularly scheduled City Council meeting on Tuesday, February 27, 2024, beginning at 6 p.m. The term of office will be from February 27, 2024, until the certification of the November 5, 2024, General Municipal Election.

This application is a public document, although your personal information will be redacted. Your application will be compiled with other applications and considered by the St. Helena City Council as a part of a noticed public meeting.

Only St. Helena residents who are registered voters in St. Helena will be eligible for appointment.

Name: Christopher J. Warner

Residence Address: 1434 Grayson Avenue, St. Helena, CA 94574

Mailing Address (if different): _____

E-mail: chrisjwarner52@gmail.com

Best Phone Number to Reach You: 415-309-9572

Are you currently a registered voter and a resident of the City of St. Helena, or will be at the time of an appointment? Yes (yes or no)

- **Please include your resume and answer the following questions on a separate sheet(s) of paper.**

  Additional details on my background can be found in my Linked In profile at https://www.linkedin.com/in/christopher-j-warner-1320227/

  I have been happily married to Cathie Bennett Warner for 37 years, and we are the parents of two grown sons.

Reasons for Applying

1. Why do you want to be appointed to the Council? **To serve the St. Helena community as a volunteer; foster consensus, collegiality and collaboration on public issues affecting the community; and contribute my professional expertise and experience in public service to the City Council, city government, and St. Helena community**
2. Service as a City Council Member easily could require 10 or more hours per week reviewing council agenda packets, responding to citizen communications, meeting with constituents, and attending various regional and local subcommittee meetings, and council meetings. How much time per week do you have to devote to City Council service? **10 or more hours per week, based on my professional and public service experience, including as a volunteer member of the St. Helena Planning Commission and Parks and Recreation Commission, as well as other civic and volunteer activities.**
3. If appointed, do you plan on running for election in November 2024? **Undecided, will decide subsequently if appointed**

Experience, Qualifications, Education

4. What qualifications, life experiences, and educational background do you have that will enable you to make sound decisions in the best long-term interest of the community?

   - **J.D., The Ohio State University College of Law, 1977**
   - **Energy and natural resources program, University of Denver College of Law, 1976- 1977**
   - **B.A., cum laude, Denison University, 1974**
   - **46 years as a practicing attorney or commissioner, including on the Bay Conservation & Development Commission; in the U.S. Senate, U.S. House of Representatives, U.S. Department of Energy, and State of Delaware energy agency; and for a Fortune 200 corporation.**
   - **Volunteer in the Napa Community, including member, Board of Directors, Napa Communities Firewise Foundation; Co-leader, St. Helena Fire Safe Council; member, Board of Directors, COAD**

5. Please describe your community service and government participation in St. Helena or elsewhere.

   St. Helena Planning Commission, Vice Chair (representative on Downtown Specific Plan Steering Committee); Measure H Oversight Committee, Chair; St. Helena Parks and Recreation Commission; member, Board of Directors, Napa Communities Firewise Foundation; Co-leader, St. Helena Fire Safe Council; member, Board of Directors, COAD

Issues, Priorities, Concerns

6. What do you believe are the most important issues facing the City?

   - **Fiscal prudence, sustainability and growth**
   - **Promotion of the economic vitality, public safety and health of the St. Helena community**
   - **Sustaining the expedited and financially efficient and prudent capital projects needed to keep the City and its residents and businesses safe, secure and receiving reliable and sustainable City services**
   - **Fostering a sustainable, affordable and attractive community for families, residents, businesses and workers**
   - **Addressing difficult public issues and challenges facing the City by promoting collegial, collaborative and common-sense policies and solutions**

7. If you were appointed to the Council, what would be your top three priorities?

   In no particular order of priority:

   1. **Collaboration and consensus-building by continually listening to the members of the public whom I represent and with fellow Council members to support goals and objectives established by City Council and City staff with input from all City residents, businesses, service providers and non-profit organizations**
   2. **Support for City Staff.**
   3. **Promote, sustain and increase the fiscal health and economic well-being of the City, its residents and businesses and the efficiency and reliability of City services**

8. What strategies can be undertaken to address the City's fiscal challenges, improve the City's economic health, and maintain and enhance quality of life?

   Expand the economic base of the City with stable, sustainable and predictable revenues that are derived by prudent expansion of the "economic pie" and more efficient City services and economic development. Specific programs and options to be considered have been outlined in City Council goals and objectives and in the various recent reports and recommendations by City staff and consultants provided to the City Council.

Values, Vision, Approach

9. What vision do you have for the future of St. Helena?

   An attractive, affordable, sustainable and livable community that reflects the values and economic opportunities of its residents and businesses in connection and collaboration with the rest of the Napa Valley and Northern California

10. How would you resolve a situation where your personal philosophy may be considered at odds with the majority view regarding what is best for the City?

    I would defer to the majority view of the voters and citizens whom I represent, while openly and collegially expressing my views in public debate. Once the public debate is finished and the majority view is adopted, I would strongly support and help implement the majority view.

You may also provide any additional information or comments you feel would assist City Council in considering your application.

Please feel free to consult with members of the City Council, Planning Commission, Parks and Recreation Commission, Napa County Board of Supervisors and City staff with whom I have collaborated as a volunteer in support of the City and St. Helena community.

Please note: At the time you would be named to the St. Helena City Council, you must be:

- **At least 18 years of age,**
- **A registered voter in St. Helena; and**
- **A resident residing within the City limits of St. Helena.**

You must maintain St. Helena residency and registered voter status throughout your term of office.

Also, at the time of appointment (and annually as well as at the completion of your service), you will be required to complete and file a public Form 700 Statement with the California Fair Political Practices Commission. Form 700 filings allow the public to know of any potential conflicts of interest related to your public service. These conflicts can relate to employment, property ownership, loans and gifts, stock ownership, and more. You are also required to disclose certain financial interests of your spouse (if applicable).

During your term on the City Council, you will be required to identify any potential conflicts (often with the assistance of the City Attorney) and to recuse yourself from voting on or otherwise influencing any action that might cause a financial or other conflict.

Please sign and return this form with the questions answered via an email to Cindy Tzafopoulos, St. Helena City Clerk, at cityclerk@cityofsthelena.org. The City Clerk will confirm receiving your emailed application, if you do not receive confirmation, please call the City Clerk at (707) 312-1257. You may also drop off the form and questions at St. Helena City Hall, 1088 College Avenue, St. Helena, California. Please address the envelope to the City Clerk.

Please do not mail the form, as it may not get to the City by the deadline. If you have any questions about this application, please call Ms. Tzafopoulos at (707) 312-1257.

I Christopher J. Warner **(print name) swear/affirm that the foregoing information is true and correct.**

Applicant's Signature: Christopher J Warner **Date:** 2/8/24

Erika Opp

From: Christopher J Warner <chrisjwarner52@gmail.com>
Sent: Thursday, February 8, 2024 8:49 AM
To: cityclerk
Subject: [External] Application to Fill Unexpired Term on City Council
Attachments: cwarner applic.pdf

Cindy, attached is my application to fill the unexpired term on the City Council. Please feel free to contact me if you have any questions or suggestions.

Thanks!

Chris Warner
1434 Grayson Avenue
St. Helena, CA 94574
415-309-9572

DATE AND TIME RECEIVED:

NOTE: THIS COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH THE ST. HELENA CITY CLERK BY **FRIDAY, FEBRUARY 16, 2024, AT 5:00 P.M.**

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This application is a public document, although your personal information will be redacted. Your application will be compiled with other applications and considered by the St. Helena City Council as a part of a noticed public meeting.

Only St. Helena residents who are registered voters in St. Helena will be eligible for appointment.

Name: Patrick Kenealy

Residence Address: 2995 Spring Street, Saint Helena, CA 94574

Mailing Address (if different):

E-mail: pkenealy1@yahoo.com

Best Phone Number to Reach You: 415-420-2881

Are you currently a registered voter and a resident of the City of St. Helena, or will be at the time of an appointment? YES **(yes or no)**

- **Please include your resume and answer the following questions on a separate sheet(s) of paper.**

(continued on next page)

Reasons for Applying

1. Why do you want to be appointed to the Council? Saint Helena is a great City in a challenging moment when important choices must be made to preserve its quality of life and lay the foundations for a bright future. I know and love the City and I think my business and financial experience in small, large and very large organizations can help the council make heart-felt, fact-based decisions.

2. Service as a City Council Member easily could require 10 or more hours per week reviewing council agenda packets, responding to citizen communications, meeting with constituents, and attending various regional and local subcommittee meetings, and council meetings. How much time per week do you have to devote to City Council service? I'm mostly retired from a 40-year career in the media and venture capital businesses, and am experienced at the kind of "homework" and multi-tasking the City Council position requires. I think I can spend the kind of time needed to be informed on the issues and to be in touch with City residents.

3. If appointed, do you plan on running for election in November 2024? It depends a bit on how the interim term goes, but, in general, yes.

Experience, Qualifications, Education

4. What qualifications, life experiences, and educational background do you have that will enable you to make sound decisions in the best long-term interest of the community? I was a weekend and summer resident of Saint Helena for roughly 20 years, and have been a homeowner here for 12 years, and a full-time resident for five years. My older kids summered in Saint Helena for many years and our 6-year old has lived here since he was born, and attends the Saint Helena Montessori School. My wife, Tracy and I are deeply involved in our community and want it to thrive. I think I know the City, its qualities and its challenges.

   I've spent my career as a media CEO and as a venture capitalist. I've been CEO of media businesses with revenues from a few million dollars per year to more than a billion dollars per year. I've funded, founded and managed venture capital firms that have invested hundreds of millions of dollars into hundreds of technology start-ups. I've hired dozens of senior operating executives over the years and reviewed and approved hundreds of operating budgets and long-term plans. I'm used to making large decisions at a rapid cadence, for sometimes-conflicting stakeholders. I've always believed that happy employees make happy customers.

I've served on dozens of boards of directors, primarily in the for-profit world, but also in the non-profit world -- from private schools, to major industry trade associations, to museums such as the Tech Museum in San Jose.

I've lived in Boston, New York, London, Paris, and San Francisco, before Saint Helena, overseeing business units in more than 50 countries, so I have a good sense of how different places work, and know how special Saint Helena is.

I have a BA in economics from Harvard University, with later studies in accounting, financial reporting, business-to-business marketing, and ad agency management. I was a McAllister Fellow at Northwestern University's Medill School of Journalism.

I think this Saint Helena and business experience can serve the City especially well at this moment when the City Council must build some civic consensus and make some pressing decisions.

5. Please describe your community service and government participation in St. Helena or elsewhere. Most recently, I was a member of Saint Helena's Financing City Infrastructure Task Force, and co-authored, with Tom McBroom, its April 2020 Report to the City Council. Currently, I'm part of Saint Helena's Real Property Transfer Tax Committee. Over the years I've appeared as an applicant and a neighbor before Saint Helena's Planning Commission. I've also testified before local, state, and federal government agencies in the USA and overseas.

Issues, Priorities, Concerns

6. What do you believe are the most important issues facing the City? Fire safety, reliable water supplies, fiscal solvency, long-term vision, civic unity
7. If you were appointed to the Council, what would be your top three priorities? The first three above
8. What strategies can be undertaken to address the City's fiscal challenges, improve the City's economic health, and maintain and enhance quality of life? Some ideas:
    - **a** Balance the City budget quickly at slightly-better than current service standards – more by growing short-term tax revenue than by deep cuts
    - **b** Use a mix of surplus asset sales, sales tax, property tax, hotel tax, service fees and philanthropy to boost City revenue in the short- and medium-term
    - **c** Listen to the citizens' service priorities and adjust expense budgets accordingly
    - **d** Transparently show citizens the true costs of City services and help them guide the City Council to make key decisions

e Finally, develop a long-term vision for Saint Helena and its government that will unify the City and preserve the high quality of life and community spirit that make this a special place

Values, Vision, Approach

9. What vision do you have for the future of St. Helena? I see a caring community safe from fire, drought, and financial problems. I see a community where folks from all walks of life can live happily together with good streets, reliable infrastructure, a good downtown, and good recreational and cultural amenities. I see a City that remains the "best place to live in the Valley" despite increasing economic competition from Calistoga, Yountville and Downtown Napa. I see a City that convinces multi-national winery owners and second home owners to be more active citizens. I see a City that MANAGES the pace of its gentrification, and looks out for all its citizens. I think our current City government and staff ARE aware of reality and work hard to serve the citizens. I hope I can build on the current momentum.

10. How would you resolve a situation where your personal philosophy may be considered at odds with the majority view regarding what is best for the City? A City Council as both a representative body and a decision-making one, and I see a Councilor's job as a service position. Leadership involves listening and serving as much as deciding. That's especially true in venture capital business, where VC firms typically have minority ownership positions in the companies they invest in, and as board members, have a fiduciary responsibility to ALL the shareholders of those companies. You learn how to coach, to persuade, how to compromise, and how to get on board for the common good, if a majority decision goes against your views or your vote.

You may also provide any additional information or comments you feel would assist City Council in considering your application.

Please note: At the time you would be named to the St. Helena City Council, you must be:

- **At least 18 years of age,**
- **A registered voter in St. Helena; and**
- **A resident residing within the City limits of St. Helena.**

You must maintain St. Helena residency and registered voter status throughout your term of office.

Also, at the time of appointment (and annually as well as at the completion of your service), you will be required to complete and file a public Form 700 Statement with the California Fair Political Practices Commission. Form 700 filings allow the public to know of any potential conflicts of interest related to your public service. These conflicts can relate to employment, property ownership, loans and gifts, stock ownership, and more. You are also required to disclose certain financial interests of your spouse (if applicable).

During your term on the City Council, you will be required to identify any potential conflicts (often with the assistance of the City Attorney) and to recuse yourself from voting on or otherwise influencing any action that might cause a financial or other conflict.

Please sign and return this form with the questions answered via an email to Cindy Tzafopoulos, St. Helena City Clerk, at cityclerk@cityofsthelena.org. The City Clerk will confirm receiving your emailed application, if you do not receive confirmation, please call the City Clerk at (707) 312-1257. You may also drop off the form and questions at St. Helena City Hall, 1088 College Avenue, St. Helena, California. Please address the envelope to the City Clerk.

Please do not mail the form, as it may not get to the City by the deadline. If you have any questions about this application, please call Ms. Tzafopoulos at (707) 312-1257.

I, Patrick Kenealy (print name) swear/affirm that the foregoing information is true and correct.

Applicant's Signature:



Date: 2/16/2024

PRO-FORMA RESUME FOR PATRICK KENEALY

2017 – Present **RIDGE VENTURES**

Managing Member, Venture Partner **San Francisco, CA**

Founding Managing Member of a family of successively larger venture funds that invest in early-stage enterprise software start-ups in the USA. Ridge Ventures has more than $500 million under management, invested in roughly 100 portfolio companies. With the start of Ridge Ventures V, LP, I moved from an active partner to a Venture Partner role, making no new investments for the firm, but representing it on a handful of portfolio company boards.

1986 – 2017 **INTERNATIONAL DATA GROUP (IDG)**

2002 – 2017 ***Board Member*** Boston, MA

Served on the highest-level supervisory board of this multinational media, market research and investment company. Some of IDG's most famous brands include *Computerworld, Infoworld,* and other newspapers, *MACWORLD, PC WORLD* and other magazines, the *FOR DUMMIES,* and the IDC market research company and IDG Ventures family of Venture funds. All of these activities were pursued on a global basis, and IDG had operations in more than 50 countries. I chaired the M&A Committee of the Board of Directors, which very successfully sold IDG to Beijing-based China Oceanwide, a global finance, real estate and media conglomerate.

2006 - 2017 **IDG Ventures SF, LLC:** ***Managing Director*** San Francisco, CA

Founding General Partner of a $180 million venture capital fund investing in early-stage IT, Internet and new media start-ups. Produced strong returns. In 2017, IDG Ventures SF, LLC rebranded and became part of the Ridge Ventures family of venture capital funds.

2002 – 2006 **International Data Group:** ***CEO*** Boston, MA

Corporate-wide P&L responsibility for one of the world's largest media companies. Oversaw media, market research, and event businesses with thousands of employees in more than 50 countries. Accelerated IDG's transition from a print-driven to Internet-driven media company, and made private equity a key corporate strategy. Promoted, recruited, and replaced division heads, bought and sold operating units, approved annual and multi-year budgets, communicated company vision internally and externally. Company stock price rose more than 30% during CEO tenure.

1996 – 2002 **IDG Ventures, LLC:** ***Managing General Partner*** San Francisco, CA

Founding general partner of a $120 million venture capital fund to invest IDG capital in IT, Internet, and new media start-ups. Recruited all partners and support staff. Constructed and approved fund structure and legal charter. Produced strong returns.

1990 – 2002 **PC World Communications, Inc:** ***CEO*** San Francisco, CA

Transferred in as President & Publisher to turn around *PC WORLD* magazine and the subsidiary that published it. Upgraded management team, and increased award-winning editorial quality, growing the magazine's circulation from 450,000 to 1.15 million, while boosting revenues, profit and employee morale. Implemented first-ever Quark desktop publishing system, and launched one of the earliest big magazine Web sites. Won 1991 IDG Chairman's Cup as Entrepreneur of the Year among 75 IDG business unit heads. Named

PRO-FORMA RESUME FOR PATRICK KENEALY

Global Product Champion of IDG's global family of *PC WORLD* magazines which grew to more than 50 publications in more than 20 countries.

1986 – 1990 **Digital News Publishing, Inc:** ***President & Publisher*** Boston, MA

Start-up of *Digital News*, a 90,000 controlled-circulation biweekly trade newspaper. Grew to first place in circulation, revenue, and profitability in a 4-publication market.

1983 - 1986 **ZIFF-DAVIS PUBLISHING**

Associate Publisher & Editor-in-Chief **New York, NY**

Launch Editor-in-Chief for *Digital Review,* a monthly magazine for Digital Equipment Corporation personal computers. Became award-winning editorial quality and circulation leader in the field within two years.

1975 – 1981 **GML CORPORATION**

Managing Editor **Lexington, MA**

Managing Editor of *Computer Review*, *Minicomputer Review*, *Peripherals Review*, and *Computer Terminals Review*, comprehensive quarterly pricing and specification directories for the computer industry. Hired and managed all editorial staff. Computerized all data gathering, editing and storage on Nixdorf/Entrex computer systems. Launched custom consulting programs and the industry's first online hardware price comparison service.

Professional Community

Speaker of dozens of venture capital, computer and publishing industry conferences in U.S. and abroad. Lecturer at numerous publishing and new media courses.

American Business Media McAllister Fellowship as 2004 Media Executive of the Year.

Non-profits: Former Board Member at American Business Media, Magazine Publishers Association, Tech Museum of Innovation.

Education

1977-1980 **HARVARD UNIVERSITY** Cambridge, MA

BA, Economics. Honors thesis on industrial organization of the computer terminals industry.

1996 **ECOLE ALSACIENNE** Paris, France

Various University extension (accounting/finance) and executive education programs. Certified Business Communicator credential from Business Marketing Association.

DATE AND TIME RECEIVED:
CITY OF ST. HELENA
FEB 16 2024
Finance Department

NOTE: THIS COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH THE ST. HELENA CITY CLERK BY **FRIDAY, FEBRUARY 16, 2024, AT 5:00 P.M.**

APPLICATION FOR APPOINTMENT TO THE ST. HELENA CITY COUNCIL

This application is to fill a vacancy on the St. Helena City Council. The St. Helena City Council will publicly-review all submitted applications where the applicants meet the qualifications. The Council will hold a public interview process for each candidate on Friday, February 23, 2024, beginning at 2:00 p.m. The applicant interviews will take place at City Hall main conference room, 1088 College Avenue, St. Helena. The appointment to the City Council will be made at the regularly scheduled City Council meeting on Tuesday, February 27, 2024, beginning at 6 p.m. The term of office will be from February 27, 2024, until the certification of the November 5, 2024, General Municipal Election.

This application is a public document, although your personal information will be redacted. Your application will be compiled with other applications and considered by the St. Helena City Council as a part of a noticed public meeting.

Only St. Helena residents who are registered voters in St. Helena will be eligible for appointment.

Name: Jeffrey Green

Residence Address: 2000 Howell Mountain Road

Mailing Address (if different): 2000 Howell Mountain Road

E-mail: Jgreen@stifel.com

Best Phone Number to Reach You: 510-773-7980

Are you currently a registered voter and a resident of the City of St. Helena, or will be at the time of an appointment? Yes (yes or no)

- **Please include your resume and answer the following questions on a separate sheet(s) of paper.**

(continued on next page)

You may also provide any additional information or comments you feel would assist City Council in considering your application.

Please note: At the time you would be named to the St. Helena City Council, you must be:

- **At least 18 years of age,**
- **A registered voter in St. Helena; and**
- **A resident residing within the City limits of St. Helena.**

You must maintain St. Helena residency and registered voter status throughout your term of office.

Also, at the time of appointment (and annually as well as at the completion of your service), you will be required to complete and file a public Form 700 Statement with the California Fair Political Practices Commission. Form 700 filings allow the public to know of any potential conflicts of interest related to your public service. These conflicts can relate to employment, property ownership, loans and gifts, stock ownership, and more. You are also required to disclose certain financial interests of your spouse (if applicable).

During your term on the City Council, you will be required to identify any potential conflicts (often with the assistance of the City Attorney) and to recuse yourself from voting on or otherwise influencing any action that might cause a financial or other conflict.

Please sign and return this form with the questions answered via an email to Cindy Tzafopoulos, St. Helena City Clerk, at cityclerk@cityofsthelena.org. The City Clerk will confirm receiving your emailed application, if you do not receive confirmation, please call the City Clerk at (707) 312-1257. You may also drop off the form and questions at St. Helena City Hall, 1088 College Avenue, St. Helena, California. Please address the envelope to the City Clerk.

Please do not mail the form, as it may not get to the City by the deadline. If you have any questions about this application, please call Ms. Tzafopoulos at (707) 312-1257.

I JEFFREY GREEN **(print name) swear/affirm that the foregoing information is true and correct.**

Applicant's Signature: _____ **Date:** 2/15/24

Reasons for Applying

1. *Why do you want to be appointed to the Council?*
   I wish to serve our community and provide my expertise and knowledge of municipal finance as St Helena grapples with the multitude of issues we now face.

2. *Service as a City Council Member easily could require 10 or more hours per week reviewing council agenda packets, responding to citizen communications, meeting with constituents, and attending various regional and local subcommittee meetings, and council meetings. How much time per week do you have to devote to the City Council service?* **If appointed, I intend to spend the necessary time needed to understand the issues, speak to constituents, consultants, and attend meetings in order to be an informed and unbiased member of the council.**

3. *If appointed, do you plan on running for election in November 2024?* **I think the best solution would be to have continuity on the board and so I would tend to run in November.**

Experience, Qualifications, Education

4. *What qualifications, life experiences, and educational background do you have that will enable you to make sound decisions in the best long-term interest of the community?* **I have been a municipal bond professional for 25+ years. I spend my time studying and analyzing the data from states, counties, cities, and various local municipalities in California and in other states. I offer a background that is necessary to look at all aspects in order to find the right solution that works for all of us. It won't be easy and it won't be without pain, but the longer we delay the worse it gets.**

5. *Please describe your community service and government participation in St Helena and elsewhere.* **I currently serve in St Helena as the Vice-Chair of the Measure H Oversight Committee and am on the Steering Committee of the Lake Hennessey Fire Safe Council. In the city of Piedmont I served as the head of the Witter Field Use Committee, and worked with the Piedmont USD in exploring options in how to structure a bond measure.**

Issues, Priorities, Concerns

6. *What do you believe are the most important issues facing the City?* **The City Council has a set of seven objectives that is a fairly comprehensive list of the important issues to be addressed. These goals include financial, security, staff, quality of life and community engagement and organizational effectiveness. It's a commendable list and deserving of attention.**

7. *If you were appointed to the Council, what would be your top three priorities?* **To work with the other council members to achieve the goals set in June of 2023, work with our local business owners to see what else we can be doing to ensure their viability and to reach out to the entire community to understand the issues we face.**

8. *What strategies can be undertaken to address the City's fiscal challenges, improve the City's economic health and maintain and enhance quality of life?* **In its most simple description, municipalities provide services. These services are paid by taxes or fees. To achieve fiscal health a municipality either cuts those services or increases the fees or taxes to pay for them. No one likes to pay taxes, that's a given, and you need the community to understand that increases in taxes or new taxes are essential to continue providing these services. I think my background in municipal finance and election campaigns will serve the council and our community in addressing these issues. That said, it is imperative to go to the voters with a clear understanding of the needs to be addressed, how we plan to do that and why and finally, communicate these clearly before asking the voters to approve our plan.**

Values, Vision, Approach

9. *What vision do you have for the future of St. Helena?* **I would like to see St. Helena come together in achieving the goals laid out by the council. This would create a secure future for our city and community, increase our quality of life and continue to bring families to live here for generations. We are blessed to live in this incredible environment and as council members we are entrusted with ensuring the viability for generations to come.**

10. *How would you resolve a situation where your personal philosophy may be considered at odds with the majority view regarding what is best for the City?* **My partners and I manage roughly $1Billion of assets at our firm and consult on over another billion for others. We all have opinions but we work collaboratively and come to consensus in moving forward. I strongly believe that we need to hear differing opinions in order to hear all sides of an issue. This is also the basis for a democracy. I don't see any problem with putting my own feelings aside after an issue has been discussed and decided.**

Saint Helena, CA 94574 | (707) 244-5075 | jgreen@stifel.com

JEFFREY GREEN

SUMMARY

I was born and raised in San Francisco and have lived in the bay area my entire life, in SF, the east bay, Marin and now in St Helena.
My wife and I purchased our home here10 years ago. Although I have an office in San Francisco I am usually in my home office in St Helena.
We are active in the community and try to be supportive of the schools, athletics, St Helena Farmer's Market, The Cameo Cinema, the arts etc. We try to take part in everything St Helena has to offer, which is a lot. We play bocce, tennis, hike and enjoy the restaurants and shops in town. We live locally in the fullest sense of the term.
We are fully invested in our town and want nothing more than to see it continue to thrive. I feel it is my civic duty to offer my time and service to my community and would be honored to be a member of the City Council.

WORK HISTORY

MANAGING DIRECTOR 05/1993 to Current
Stifel Financial Corp., San Francisco, CA

PARTNER 03/1992 to 11/2011
Stone & Youngberg, San Francisco, CA

EDUCATION

University of California, Berkeley, Berkeley, CA
Bachelor of Science, Psychology, 05/1977

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPOINTING A COMMUNITY MEMBERS TO A VACANT CITY COUNCIL POSITION

RECITALS

A. Council Member Hardy announced on January 19, 2024 that he is resigning from the City Council, effective at the end of January; and

B. At the January 23, 2024 City Council meeting, the City Council chose to conduct a recruitment and appoint a member from the community to fill the remainder of the vacant term of office. The City Council invited interested individuals to submit an application for consideration. The applications were accepted through February 16, 2024 and candidate interviews are scheduled for February 23, 2024 at a Special Council meeting.

RESOLUTION

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

1. The City Council appoints _____ to the vacant City Council term of office.

Approved at a Regular Meeting of the St. Helena City Council on February 27, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall : _____

Council Member Chouteau: _____

Council Member Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	February 27, 2024
FROM:	Cindy Tzafopoulos, City Clerk
SUBJECT:	2024 City Council Meeting Calendar
GOAL:	Miscellaneous/Other
RECOMMENDED ACTION:	Review the 2024 calendar and provide direction in regards to City Council meeting dates.
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	Annual review of the City Council regular meeting calendar.
FINANCIAL IMPACT:	None

BACKGROUND:
Annually, staff provides the City Council with a proposed meeting calendar for review.

DISCUSSION:
The City Council has traditionally cancelled the first meeting in July and its second meeting in December. Given the many family oriented activities and commitments, should the City also cancel the second meeting in November (Nov 26th)?

A special City Council meeting may need to be called if time sensitive City business occurs around cancelled meetings.

DOCUMENTS ATTACHMENTS:

Attachment 1

CITY OF ST. HELENA

PLANNING/COUNCIL/HOLIDAY CALENDAR

2024

1st 2nd Planning Commission
PH Notices due to City Clerk
1st 2nd Council Mtg
Council Reports Due
City Council Agenda Published
Holiday

*City Council Mtg cancelled 7/9, 11/26 and 12/24

JANUARY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27				

MARCH

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	30	

JULY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	~~9~~	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	~~26~~	27	28	29	30

DECEMBER

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	~~24~~	25	26	27	28
29	30	31				

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	February 27, 2024
FROM:	Cindy Tzafopoulos, City Clerk
SUBJECT:	Establishment of 2024 City Council assignments to various City and Napa County Committees, Boards, and Commissions.
GOAL:	Miscellaneous/Other
RECOMMENDED ACTION:	Attachment 1 provides a list of current intergovernmental appointments and vacancies (vacancies are highlighted in yellow). Attachment 2 provides a list of Ad Hoc appointments (vacancies are highlighted in yellow). Staff recommends City Council review and provide affirmation or recommended changes to appointments.
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	To discuss and assign City Council members to various regional and local committees.
FINANCIAL IMPACT:	No fiscal impact.

BACKGROUND:
The City Council assigns Council liaisons to the Active Transportation/Sustainability Committee, Board of Library Trustees, Parks and Recreation Commission, and internal ad hoc committees. The City Council members also sits on various City/County collaborative agency committees.

Some City/County collaborative agency committees specify in by-laws and/or policy who sits on the board. If the position is not specified, the City Council appoints or recommends the appointment.

DISCUSSION:
It is appropriate for the City Council to annually review and update City and Napa County Committees, Boards, and Commissions assignments.

DOCUMENTS ATTACHMENTS:

Attachment 1
Attachment 2

2024 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Date/Time & Location	Contact	Primary	Alternate	700 Form Filiers
City/SHUSD/Chamber/NVC (Monrovia) • Meet to discuss interests in common • No Compensation	Meets: Qtrly	(707) 967-2701 Erica Madrigal	Council Member Summers Staff: City Manager	Vacant	Not Required
St. Helena Sewer District No. 1 • Meets only as needed • 11-08-1964 Resolution 1964-597 Establishing Sewer District No. 1 and 1964-598 Description			All		
Association of Bay Area Governments (ABAG) - Executive Board • Appointed by the City Selection Committee • To enhance the quality of life in the San Francisco Bay Area by leading the region in advocacy, collaboration, and excellence in planning, research and member services • Agency membership dues based on population • Compensation - $150.00 per Meeting	101 Eighth St. Oakland CA 94607 *Meets:* 7:00 p.m., 3rd Thursday of every other month	(415) 820-7913 fcastro@bayareametro.gov Fred Castro ABAG Clerk of the Board Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, California 9410		Council Member Choteau Term of office 7/1/22 - 6/30/24	Required
Association of Bay Area Governments (ABAG) - General Assembly • St. Helena City Council appoints member and alternate, no term limit • To enhance the quality of life in the San Francisco Bay Area by leading the region in advocacy, collaboration, and excellence in planning, research and member services • Agency membership dues based on population	101 Eighth St. Oakland CA 94607 *Meets:* Annually	(510) 464-7900	Mayor Dohring	Council Member Choteau	Not Required
Napa Valley Tourism Corporation (Umbrella for Napa County) **St. Helena Tourism Improvement District (SHTID)** • Elected official appointed by the St. Helena City Council • 7 members from St. Helena (4-members of lodging, 1-Chamber of Commerce, 1-Elected Official and 1-City Manager) Membership includes: Kevin Dimond, Harvest Inn Mark Hoffmeister, Wydown Hotel Anil Comelo, City Manager Chair - Marcelle Adderley, Inn at Southbridge - General Manager Chamber Rep - Executive Director Pirrette Therene, El Bonita Hotel - GM St. Helena City Council Representative • No Compensation	*Meets:* Qtrly Southbridge	Catherine Heywood 707-260-0112	Vice Mayor Hall Staff: City Manager	Anna Chouteau	Not Required
League of California Cities – North Bay Division • To maintain a central office of information and research for matters pertaining to City government and to influence legislation that affects cities • Agency membership dues required * No Compensation	P.O. Box 458, Mill Valley, CA 94941 *Meets:* Quarterly	(415) 302-2032 Nancy Hall Bennett	All		Not Required

2024 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Date/Time & Location	Contact	Primary	Alternate	700 Form Filiers
Napa County City Selection Committee • In counties where 2 or more cities are incorporated, this Committee appoints city representatives to certain boards, commissions and agencies as prescribed by law (Section 50270, CA Govt Code) • Representative must be Mayor (per above Gov't. Code) * No Compensation	1195 Third Street, Suite 310, Napa 94558 *Meets:* 1:00pm, 3rd Tuesday of the month, Quarterly	(707) 253-4423 Karita Whitney	Mayor Dohring (Delegate)	Vacant	Not Required
Napa County Flood Control and Water Conservation District • Mission is the conservation and management of flood and storm waters to protect life and property; the maintenance of the County watershed using the highest level of environmentally sound practices; and to provide coordinated planning for water supply needs for the community. • Representative must be Mayor • Bylaws * No Compensation	1195 Third Street, Room 305, Napa 94558 *Meets:* 1:30 p.m., 1st and 3rd Tuesday of the Month *Flood Control is located at 804 1st Street, Napa	(707) 259-8600 Krista Reif krista.reif@countyofnapa.org (707) 253-4423 Karita Whitney	Mayor Dohring	Vice Mayor Hall	Required Forward forms to: Napa County Flood Control and Water Conservation District 804 First Street Napa, CA 94559-2623
Youth Opportunities Commission (Formerly Napa County Gang & Youth Violance Commission * Prevention, intervention & suppression of gang violence • City Council makes appointee recommendation to the Napa County Board of Supervisors * No Compensation	Location Changes *Meets:* 4:30 p.m., on 3rd Wednesdays, As needed/no less than quarterly	(707) 253-4211 District Attorney's Office	Mayor Dohring		Not Requried
Napa County League of Governments (NCLOG) * No Compensation • Bylaws • Mayors of the City and County rotate the Chair position	Location rotates *Meets:* 6:00 p.m., 2nd Thursday of the month, Quarterly	2023 St. Helena Cindy Tzafopoulos 707-312-1257	All		Not Requried
Napa County Local Agency Formation Commission (LAFCO) • City Selection Committee makes appointment • Four-Year Term Gov Code; Informal Policy Two-Year Rotation * $125 per meeting (St. Helena is scheduled to take over the LAFCO UpValley seat on May 5, 2025)	1195 Third Street, Napa 94558 *Meets:* 4:00p.m., 1st Thursday of the month *LAFCO is located at 1030 Seminary, Napa	(707) 259-8645 Kathy Mabry			Required Mail to: Kathy Mabry 1030 Seminary St, Suite B Napa CA 94558
Napa Valley Transportation Authority (NVTA) • 2 Members and 2 alternates(1-Mayor with City Council appointing the other City Council Member/Alternate • Bylaws	625 Burnell Street, Napa 94559 *Meets:* 1:30p.m., 3rd Wednesday of the month	Laura Sanderlin (707) 259-8633 or Kate Miller	Mayor Dohring Council Member Chouteau Staff: City Manager Public Works Director	Vice Mayor Hall	Requried Mail to: Board Secretary 625 Burnell Street Napa CA 94559

2024 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Date/Time & Location	Contact	Primary	Alternate	700 Form Filiers
Napa County Watershed Information Center & Conservancy (WICC) • City Council makes appointment recommendation to the Board of Supervisors * No Compensation • BOS Resolution 02-202	1125 Third Street, 2nd Floor Conference Room, Napa 94558 *Meets:* 4:00p.m., 4th Thursday of the month	(707) 259-5936 Jeff Sharp, Liaison	Vice Mayor Hall	Vacant	Not Required
Upper Valley Waste Management Agency • City Council makes appointment recommendation to the Board of Supervisors	Yountville Town Council Chambers *Meets:* 1:30p.m., 3rd Monday of the month	(707) 259-6716 Alice Ramirez, Board Clerk Napa County Public Works 1195 Third Street, Suite 101 Napa, CA 94559	Vacant	Council Member Chouteau	Required send to
Napa County Regional Climate Action Committee • City Council makes two appointments to the Committee	Board of Supervisoers Chambers *Meets:* No schedule has been determined	Neha Hoskins Administrative Manager/Clerk of the Board County of Napa, CA 1195 3rd St., 3rd Floor Napa, CA 94559 707-253-4196	Council Member Summers Council Member Chouteau	Vacant	Not Required

2024 St. HELENA CITY COUNCIL ASSIGNMENTS

	MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Mayor Dohring	Vice Mayor Hall	Council Member Chouteau	Council Member Summers	Vacant
Internal Ad Hoc Assignments:						
1	Active Transportation & Sustainability Committee (ATSC)	X				
2	Library Board			X		
3	Parks & Rec Commission				X	
4	Consider and synthesize stakeholder housing recommendations and recommend short and long-term housing initiatives to the City Council, including advancing the use of one or more of city-owned parcels (including Adams Street) for affordable housing.		X			
5	Phase 1 Downtown Streetscape Project.		X	X		
Internal Ad Hoc Assignments: (Continued)						
6	Develop marketing collateral for prospective tenants and prioritize targeted business types.		X	X		
7	The Council will designate two to three Youth Representatives to speak once everty two months at City Council meetings. These individuals would a) provide an update on youth related issues in the community and b) act as a liaison to youth when feedback is requested on City Council matters.	X		X		
8	Downtown Specific Plan Streeting Committee		X	X		
9	Water Ad Hoc Committee/Development of Will Serve Policy Ad Hoc Committee	X				
10	Non-Profit Grant Review Ad Hoc Committee	X	X			
11	Agenda Review Committee	X	X			
12	Council Protocol Review	X				
13	Napa Valley Blue Zones Steering and Leadership Committee				X	
14	Water/Wastewater Adhoc Exploritory Committee	X				
15	2024 Ballot Measure Ad Hoc Committee		X		X	

* Per Gov't Code, Bylaws or MOU the Mayor or Vice Mayor is automatically assigned.

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	February 27, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Receive Information and Provide Direction to Staff Regarding Opinion Research for a Real Property Transfer Tax Structure for the November 2024 Ballot
GOAL:	Goal 1: Strengthen Financial Sustainability, Goal 2: Improve Infrastructure & Further Environmental Sustainability, Goal 5: Enhance Quality of Life
RECOMMENDED ACTION:	Provide direction on the structure of a Real Property Transfer Tax.
PREVIOUS COUNCIL ACTION:	February 28, 2023 - BakerTilly Report May 23, 2023 - Direction from City Council July 25, 2023 - Direction from City Council October 10, 2023 - Direction from City Council
STATEMENT OF THE PURPOSE:	Provide direction to staff on the structure of Real Property Transfer Tax for opinion research in preparation for possible inclusion on the November 2024 ballot.
FINANCIAL IMPACT:	There is no financial impact associated with this direction.

BACKGROUND:

Consistent with City Council *Goal 1 - Strengthen Financial Sustainability, Goal 2 - Improve Infrastructure and Environmental Sustainability*, and *Goal 5 - Enhance Quality of Life* the City Council has received several reports on financing and revenue options to address City infrastructure and staff deficiencies.

February 28, 2023 - City Council received a presentation from BakerTilly that included an updated Long Range Financial Forecast (LRFF) which provided financial projections and warned about the need to increase revenues and/or further adjust service levels. The presentation provided several ways of dealing with the financial situation including reducing expenditures, engaging more aggressively in shared services, and increasing various types of fees and taxes. The key conclusion was that if community expectations are to be met, simply addressing the fiscal gap by only reducing expenditures will not work in the long run and new revenue stream(s) would need to be considered.

May 23, 2023 - City Council further discussed each of the revenue options and directed staff to further pursue the Real Property Transfer Tax and other revenue enhance options as needed.

July 25, 2023 - City Council further directed staff as follows:

1. Move forward with opinion research for a March 2024 General Obligation (GO) Bond which would enable the City to fast-track projects such as street/road improvements, downtown sidewalk project, and/or provide repair to or new bridges/access ways;
2. Move forward with opinion research for a November 2024 Charter City/Real Property Transfer Tax (to be conducted in March/April 2024); and
3. Established a City Council Revenue Enhancement Ad Hoc Committee comprised of Vice Mayor Hall and Councilmember Summers to assist with: setting opinion research questions, develop ballot language, and, with the Real Property Transfer Tax and corresponding Charter Requirement, draft a charter for City Council consideration.

October 10, 2023 - City Council received a presentation of opinion research related to consideration of a March 2024 General Obligation Bond local ballot measure. Council provided direction to not move forward with this ballot measure and focus on a November 2024 ballot measure for a Charter City/Real Property Transfer Tax.

It should be noted that the Council and staff have undertaken several measures over the years to respond to lower levels of funding relative to need while maintaining healthy reserves. The following is a list of some of those measures past and present.

•Cost containment over last 10 years have resulted in various impacts including slower response times for services, lack of maintenance of roads, sidewalks, and other infrastructure.
•Reduced staffing resulting in inability to cope with Capital Improvement Plan (CIP) even when CIP monies were available.
•Concerted efficiency and process improvement effort designed to improve productivity and provide high-quality services.
•Aggressive efforts to seek grants
•Demonstrated business friendly stance
•Sale of City properties
•Exploration of Shared Services

DISCUSSION:
Following City Council direction on October 10, 2023, staff has been exploring the feasibility of a Real Property Transfer Tax (RPTT) for the November 2024 ballot. There are two components to implementation of a RPTT:

1. St. Helena must become a Charter City, and
2. St. Helena must pass a RPTT.

Both components require a simple majority of the votes at a general election. The Charter City component will be considered by City Council as a separate discussion item on March 12, 2024.

In relation to the RPTT, staff has been working with a citizen's group since December 2023 to seek input and to provide recommendations to Council for the structure of the RPTT. The residents, who met regularly, were from diverse backgrounds, had differing opinions, and spent a considerable amount of time understanding the issues at hand, researching and educating themselves on the City's financial condition, and learning about the RPTT. This group engaged in robust dialog, asked for and reviewed 18 different options for the structure of the tax, and deliberated on other related items. While not unanimous, this group came to a consensus on the six recommendations listed in Table 1. The next step for City Council is to review the recommendations and provide direction to City staff on their preferred option. Based on City Council direction, staff will then work with the City Council Ad Hoc committee composed of Vice Mayor Hall and Council Member Summers and the City's consultants (FM3 and TeamCivX) to develop opinion research polling that will occur in late March/early April. It is anticipated polling results will be brought to City Council on April 23, 2024.

Staff would like to express their gratitude to the 15+ community members who spent many hours meeting, researching, discussing, and deliberating. While talking about new taxes is not easy, or preferred, this group grappled with the need and provided recommendations to move forward.

Table 1 - Citizen's Committee Recommendations

Item	Recommendation
Do we need a tax?	Yes
What is the target revenue?	$7 million annually
Should there be exemptions?	All properties which sell for under $1 million will be exempt from this additional tax
Type of tax structure?	While only one structure will be presented on the ballot, the committee narrowed it down to two for Council consideration - these are noted in Table 2.
Tax Sunset?	- Recommended polling two scenarios to see if there is a difference in support for a tax which has a sunset and a tax that does not. - Recommendation is to have a sunset date between 5-7 years to encourage other areas of economic growth.
Citizen's Oversight Committee?	While this is a general tax, the group recommended a citizen oversight committee be included as part of the RPTT.

Table 2 - Tax Structure

Tax Type	Under $1 Million	Between $1-5 Million	Over $5 Million	Estimated Annual

				Revenue
Flat*	0%	2.5%	2.5%	$6.5 M
Graduated**	0%	2%	3%	$6.2 M

* Flat Tax – 2.5% on total property sale amount on all transactions over $1 million.
** Graduated Tax – the percentage paid is based on the total sale price of the property. e.g.:

A property that sells for $1.5 million will pay 2% of the total sales price, or $30,000.

A property sells for $6.5 million will pay 3% of the total sales price, or $195,000.

Staff Option

The cross-section of the City's residents represented on the committee validated that there was a real need for increased revenue to ensure that projects including infrastructure, roads, sidewalks, evacuation routes, bridges, parks, etc. were completed. Staff explained that the vast majority of the City's expenses were personnel related, and the lack of sufficient and well qualitied staff had negatively impacted completion of projects. Staff shared information regarding difficulties with retaining and recruiting qualified personnel (the vacancy rate is now under 8% from a high of 20% a year ago due to raises granted by the City Council). For example, the city had two Police Officer vacancies and had zero qualified candidates to process to Police Academy, but after the salaries were brought to market (with a 19% base salary increase), the City received 7 qualified candidates. There was broad consensus that there has been significant underinvestment in the City and revenues need to be augmented to pay for these and other civic expenditures. Staff had presented the results of the Baker Tilly study which indicated a deficit of about $6.9 million necessary to maintain the City's civic infrastructure and meet community expectations. It was also acknowledged that this number does not cover all the City's non-water/wastewater capital needs such as the building of a new city hall, etc. and that additional monies, estimated at $3 million annually, would be needed for a variety of capital projects.

There was much discussion about how much the proposed tax measure should aim to generate. Despite the estimated annual gap being about $10 million, upon review of 18 options, as described above, the majority of the participants chose to aim for approximately $7 million in new revenue through the proposed RPTT and endorsed two options noted above.

While staff is grateful to the majority of the committee members for recognizing the need and recommending the target amount of $7 million, a more modest goal might be better received in the community. It is critical that the tax measure pass because there are so many community needs that depend on its passage. For that reason, staff would like to recommend that the tax measure be structured as follows:

0% For all properties $1 million and under
1.5% For all properties above $1 million but under $5 million
3% For all properties above $5 million

Staff also recommends that the tax measure sunset in 8 years. This more modest recommendation will generate approximately $5.3 million in annual revenue.

Table 3 - Staff Recommended Tax Structure

Tax Type	Under $1 Million	Between $1-5 Million	Over $5 Million	Estimated Annual Revenue
Graduated**	0%	1.5%	3%	$5.3 M

With this tax proposal approximately 92% of all properties sold will be taxed at 1.5% or 0%. The reason for the sunset clause is that the residents can determine in 8 years if there is need for its continuance and at that time determine if it should be extended or not. Further, this tax needs to be seen as an urgent measure to generate revenue to make up for past underinvestment. As noted above, the $5.3 million will not fully bridge the gap and the City needs to be able to generate additional revenue through other means and economic activities including new TOT revenue from hotel development.

In reviewing the recommendations of the citizens' committee, staff agrees with most recommendations, with the exception of the two items below:

Sunset vs. no Sunset – Staff recommends the City Council poll with both a sunset and no sunset date, if polling does not reveal a significant difference staff recommends no sunset date be included. However, if there is a difference in support, staff would recommend the tax sunsets at 8 years. That being said, City Council does have the ability to lower taxes without going to the voters for approval.

Citizen Oversight Committee – While staff recognizes the importance of an oversight committee, this is a general tax that flows into the General Fund. It would be difficult to determine how this type of committee would function. Typically, Citizen Oversight Committees are used when special taxes are enacted to ensure funds are only spent on the specific purposes defined in the ballot measure.

Staff is seeking City Council direction on what tax structure to further pursue for the purposes of polling. The City's consultant can poll up to 3 options. Staff recommends that the consultant poll options 1 and 3. The Flat tax of 2.5% and the Graduated tax of 2.5% with no tax for properties under $1M, and 3% for properties over $5M.

Timeline

Table 4 provides a summary of the timeline for placing both the Real Property Transfer Tax and Charter City measures on the November 2024 ballot.

Table 4 - Tentative Timeline

Task	Date

Report to City Council - Recommendations on RPTT Structure	2/27/24
Development of Opinion Research Poll (Council Ad Hoc, staff, FM3)	2/28 - 3/8/24
Report to City Council - Draft Charter City Language	3/12/24
Opinion Research	3/18 - 4/5/24
1st Public Hearing - Draft Charter	4/9/24
City Council Ad Hoc review of Opinion Research Results	4/16/24
Report to the City Council - Results of Opinion Research	4/23/24
2nd Hearing - Draft Charter	5/14/24
Report to the City Council - final meeting to place RPTT and Charter on November 2024 ballot	6/11/24
Impartial Analysis - RPTT and Charter	8/9/24

ENVIRONMENTAL REVIEW: None



Real Property Transfer Tax

February 27, 2024

Real Property Transfer Tax (RPTT)

- City Council directed staff to begin work on RPTT
- Staff committee made up of Chief Hartley, Chief Sorensen, City Clerk Tzafopoulos, and Assistant City Manager, Mitts
- Staff began work and sought input from community

Why Does City Need Additional Revenue

- Revenue insufficient to address existing needs and meet community expectations.
- To deliver construction projects including roads, parks, and other infrastructure.
- To improve response times including police, fire, code-enforcement, public works, and other city services.
- To invest in technology and enhance the quality of city services.
- To enhance services such as the library, parks, and recreation.
- To improve internal operations such as accounting, records, human resources, & information technology.

Background

February 28, 2023
Baker Tilly Report – updated LRFF

May and October 2023
City Council Direction to Analyze Feasibility of a RPTT

December 2023 – February 2024
Citizen's Committee Review Tax Structures for Consideration

February 27, 2024
Staff Structure Recommendations to City Council

March 2024 – April 2024
Opinion Research

Residents Committee Input

- 20 residents participated in the discussions.
- Reviewed budgetary data and evaluated need.
- Identified 18 options to structure the property tax.
- Made several recommendations to staff.

Residents Committee Input

- ✓ The Citizens committee recommended $7 million as the revenue target.
- ✓ Both the Citizens committee and staff recommend all properties $1 million and under be exempt from the new tax.

City Council Decision Points

Rate of Tax – The Citizen's committee recommended 2 different rates for Council Consideration*

	Tax Type	Tax Rate on Total Sales Price	Estimated Revenue
1	Flat Rate – 2.5%	2.5% is charged on total sales price	$6.5 M
2	Graduated Rate	Under $1 million – 0% Between $1 - $5 million – tax rate of 2% on total sale price of property Over $5 million – tax rate of 3% on total sale price of property	$6.2 M

Rate of Tax – Alternate Rate Option

	Tax Type	Tax Rate on Total Sales Price	Estimated Revenue
3	Graduated Rate	Under $1 million – 0% Between $1 - $5 million – tax rate of 1.5% on total sale price of property Over $5 million – tax rate of 3% on total sale price of property	$5.3 M

*Both rates excludes new tax on properties under $1 million

Pros and Cons of Rate Options

Tax Type*	Pros	Cons
Option 1: Flat Tax Rate Estimated Annual Revenue - **$6.5 M** 2.5% Flat Tax	- Easier to explain than Graduated Tax - Highest annual estimated revenue	- Fair since it would apply the same tax rate to all properties
Option 2: Graduated Tax Rate Estimated Annual Revenue - **$6.2 M** $1 million < 0% $1 - $5 million – 2% $5 million > 3%	- 92% of all property sales will fall in the under $5 million range	- Harder to explain than Flat Tax - Lower estimated annual revenue than Flat Tax of 3%
Option 3: Graduated Tax Rate Estimated Annual Revenue - **$5.3 M** $1 million < 0% $1 - $5 million – 1.5% $5 million > 3%	- 92% of all property sales will fall in the under $5 million range - May have stronger support because of lower tax rate under $5 million	- Harder to explain than Flat Tax - Lowest estimated annual income

*Both rates excludes new tax on properties under $1 million

City Council Decision Points

Sunset of Tax – The Citizen's committee recommends polling to see if there is a difference in voter support tied to a sunset. If difference exists, recommends sunset between 7 – 9 years. Staff recommends sunset at 8 years.

➢ **Sunset vs. No Sunset**

Item	Pros	Cons
Sunset	- May increase the likelihood the measure will pass - May urge additional development to bridge the revenue gap once the tax sunsets - Can bring before voters to extend, if necessary - Typically, easier to gain voter support for an extension	- If revenue is needed past the sunset date and the tax is not extended, deep cuts would be needed, such as non-essential functions, projects, and programs.
No Sunset	- Revenue continues without the need for an extension	- Tax may not be supported without a sunset date

City Council Discussion Points

Citizen Oversight Committee – not recommended by the Citizen's committee

Pros	Cons
May increase the likelihood the measure will pass	Tax may not be supported without committee
Provides an avenue for citizens to see how the funds are being spent	Because it is a general tax, it would be difficult to determine how this committee would function
	Additional staff time required to manage committee
	Would overlap with current City Council authority over the General Fund

City Council Direction for Polling

Item	Council Direction
Excluding all properties under $1 million	Yes or No
Tax Rate to Poll – can choose 2 of the 3	Option 1 – Flat Tax 2.5% over $1 M = **$6.5 M** Option 2 – Graduated $1-5 M 2%, over $5 M 3% = **$6.2 M** Option 3 – Graduated $1-5 M 1.5%, over $5 M 3% = **$5.3 M**
Sunset	Yes or No
If Yes.....	Length of time for sunset
Citizen's Oversight Committee	Yes or No

Next Steps

March 4 – 8	Development of Opinion Research Questions
March 12	Draft Charter City Language to City Council
March 18 – April 5	Opinion Research
April 9	1st Public Hearing – Charter City
April 23	Report to City Council on Opinion Research – RPTT
May 14	2nd Public Hearing – Charter City
June 11	City Council to consider Charter City and RPTT for November 2024 Ballot
November 5	Election Day

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	February 27, 2024
FROM:	Cindy Tzafopoulos, City Clerk
SUBJECT:	Consideration and proposed approval of a resolution for the City Council appointment of an applicant to fill the Library Board of Trustees vacancy created by the resignation of David Slaby
GOAL:	Miscellaneous/Other
RECOMMENDED ACTION:	Nominate an applicant for approval by the majority of Council.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	Appoint an applicant to the vacant Library Board of Trustee position.
FINANCIAL IMPACT:	Not applicable.

BACKGROUND:
Library Board of Trustees Member David Slaby provided his resignation in December 2023. The vacant Library Board of Trustees position has a term ending June 30, 2025.

The City Clerk conducted a recruitment and received two applications for consideration.

The City Council will conduct a special meeting on February 27, 2024 to interview applicants and make the appointment during the regular meeting.

DISCUSSION:
The City held a recruitment for the Library Board of Trustees vacancy and received two applications for consideration.

The applicants are:
1. John Heflebower
2. Donald Loveless

At the City Council meeting on February 27, 2024, it is anticipated that the City Council will appoint one of the applicants to fill the vacant Library Board of Trustees seat.

DOCUMENTS ATTACHMENTS:

Attachment 1 - John Heflebower - Library Board of Trustees Application
Attachment 2 - Donald Loveless - Library Board of Trustees Application

Attachment 3 - Resolution

City of St. Helena

CA-24-002

COMMISSION/COMMITTEE APPLICATION

Received Date: February 6, 2024
Application Type: Library Board of Trustees

NAME:	John Heflebower
ADDRESS:	1808 crunella dr, saint helena, CA, 94574
PHONE:	7073212324
ALTERNATIVE PHONE:	707 254 4601
EMAIL ADDRESS:	jvheflebower@gmail.com
LENGTH OF RESIDENCY:	saint helena
EMPLOYER:	Senior Consultant Merrill Lynch
EMPLOYMENT STATUS:	Part-time
REASON FOR APPLYING:	Interest in supporting the community. Termed out as member of Friends of the Library Libraries level the playing field for students.
EDUCATIONAL BACKGROUND:	Ripon College, Liberal Arts, 1973 Certified Financial Planner 2000 American College Pa Certified Exit Planner 2019, Exit Planning Institute Certified Business Strategist 2023 Harvard Business School
OTHER RELEVANT EXPERIENCE:	Former Friends of the LIbrary 2019 - 2023
COMMUNITY INVOLVEMENT:	Saint Helena Soroptimists Saint Helena Kiwanis
REFERENCE 1:	Name: Chuck Gravett Address: 103 Acacia Avenue Phone Number(s): 707 337-3553 cell Email: Chuck@Gravettlaw.com
REFERENCE 2:	Name: Elaine Watson Address: Phone Number(s): 707 363 7925 Email:
REFERENCE 3:	Name: Maria Criscione Stel Address: Phone Number(s):707 307 3708 Email:

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

Not Yet

What is your understanding of the role and responsibility of this Commission?

The Trustee oversee, advise and help allocate resources/

What would be your goal(s) as a Commissioner?

My financial background will help manage resources. I will also be an advocate of Diversity, Equality and Inclusion policies

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

Parks Y Rec 2006

Is there anything else you would like us to consider when reviewing your application?

Working on my fluency in Spanish and French.

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

john heflebower _____

City of St. Helena

CA-24-001

COMMISSION/COMMITTEE APPLICATION

Received Date: February 2, 2024
Application Type: Library Board of Trustees

NAME:	Dr. Donald Loveless
ADDRESS:	291 Lariat St., Pope Valley, California, 94567
PHONE:	7079659272
EMAIL ADDRESS:	valleytutor94567@gmail.com
LENGTH OF RESIDENCY:	Live in Pope Valley
EMPLOYMENT STATUS:	Retired
REASON FOR APPLYING:	As a retired teacher (33 years), I have made use of the library for student projects on a regular basis and can relate to on-going student needs and suggestions
EDUCATIONAL BACKGROUND:	(High School, College, Professional, Vocational, or other Schools Attended. Please include Major or Field of Study, Dates attended, Degree and date of Degree)
OTHER RELEVANT EXPERIENCE:	BA Columbia College, 1963, Biology and History; MEd. Rutgers University, 1969, Administration & Classroom Instruction; DEd. Curriculum & Research, University of San Francisco, 1959.
COMMUNITY INVOLVEMENT:	4H, Student summer enrichment programs, After school programs, Community Services
REFERENCE 1:	Name: (I no longer have any personal contacts in St. Helena. Former associates have either died or moved away.) Phone Number(s): Email:
REFERENCE 2:	Name: Address: Phone Number(s): Email:
REFERENCE 3:	Name: Address: Phone Number(s): Email:

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

No

What is your understanding of the role and responsibility of this Commission?

Offer support to the Head Librarian, provide appropriate observations and suggestions.

What would be your goal(s) as a Commissioner?

Help Librarian and her staff continue the outstanding program and resources available for the St. Helena area.

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Donald Loveless

February 2, 2024

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

CITY OF ST. HELENA

RESOLUTION NO. 2024-

APPOINTING AN APPLICANT TO A VACANT LIBRARY BOARD OF TRUSTEES POSITION

RECITALS

A. Library Board of Trustees Member David Slaby resigned from the Library Board of Trustees, effective December 2024; and

B. The City Clerk conducted a recruitment to fill the position with a term expiring June 30, 2025, and received two applications; and

C. The City Council will hold a special meeting to conduct interviews on February 27, 2024, with the City Council making an appointment at the February 27, 2024 regular meeting.

RESOLUTION

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

1. The City Council appoints _____ to the vacant Library Board of Trustees term of office expiring June 30, 2024.

Approved at a Regular Meeting of the St. Helena City Council on February 27, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall : _____

Council Member Chouteau: _____

Council Member Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk