



City of St. Helena
Regular City Council Meeting
Tuesday, August 13, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes. The Mayor may reduce the four minute time limit for all speakers in circumstances where a large number of citizens intend to make public comment.

Public comment for meetings will be accepted via email to publiccomment@cityofstheleena.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://stheleena.civicweb.net/portal/>.

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Patrick Kenealy, Billy Summers
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. APPROVAL OF THE MINUTES

Estimated start time: 6:05 p.m.

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

7 - 15

[07-23-2024 Regular City Council - Minutes](#)

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

Estimated start time: 6:10 p.m.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND

AB 1234 REPORTS:

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 8.1. Presentation of Capital Improvement Program Project Update by Joe Leach, Public Works Director

17 - 26

Estimated start time: 6:25 p.m.

[240813 5-Year CIP Update - LM](#)

- 8.2. This item will not be heard and continued to August 27, 2024.

~~Presentation of SMART water meter operation in preparation for project implementation by Joe Leach, Public Works Director~~

Estimated start time: 6:35 p.m.

9. STAFF BRIEFING

None

10. CONSENT ITEMS

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

Estimated start time: 6:45 p.m.

- 10.1. Consideration and adoption of a resolution authorizing Amendment #1 to Professional Services Agreement (PSA) FY2024-026 with consultant North Coast Community Planning related to providing contract planning entitlement processing services to the City for an additional \$125,000 for a total contract amount not to exceed \$150,000.

27 - 51

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Approve and adopt the attached resolution.

[Staff Report - Pdf](#)

- 10.2. Consideration of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, September 24, 2024, to consider objections to the proposed annexation of the property known as 1582 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-021), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 150.

53 - 61

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

It is recommended City Council approve the Resolution and set a Public Hearing for September 24, 2024 to consider objections to the proposed annexation of the property known as 1852 Sulphur Springs Ave (APN 009-362-021), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 150.

[Staff Report - Pdf](#)

- 10.3. Adopt a Resolution authorizing the purchase of chemicals from JENFITCH for the Water Treatment Plant in the amount of \$35,000 for FY 2024/2025. 63 - 72

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations

Recommendation:

It is recommended that the City Council authorize the purchase of JC 9465 and JC 1675 from JENFITCH as per the provided quotations. This authorization will enable timely implementation of the new treatment process, ensuring continued improvement in raw water quality.

[Staff Report - Pdf](#)

- 10.4. Approve Resolution Authorizing the Purchase of a Used Telehandler Tractor Unit for the Wastewater Treatment Plant for a not-to-exceed cost of \$50,000. 73 - 78

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations

Recommendation:

It is recommended that the City Council approve the purchase of the telehandler equipment for the Wastewater Treatment Plant.

[Staff Report - Pdf](#)

- 10.5. Approval of a Resolution Authorizing Amendment No. 7 to STH Contract: FY2021-077 amending the scope of services to provide a temporary Wastewater Treatment Operator Grade 1 position during Membrane Bioreactor (MBR) Start-up operations and 0.5 Underground Utilities Superintendent adding an additional cost of \$125,639 for a total amount not-to-exceed of \$1,522,825 and Authorizing Amendment No. 8. to STH Contract: FY 2021-048 amending the scope of services to provide 0.5 Underground Utilities Superintendent adding an additional \$40,639 for a not-to-exceed cost of \$3,624,644. 79 - 92

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations

Recommendation:

Approve the resolution authorizing the contract amendments with OTS Services for temporary operator service during the Wastewater Treatment Plant Upgrades project (CIP No. S-52) testing and training phase of the facility completion and for recruitment for other required positions.

[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

- 11.1. Introduction and first reading of an ordinance amending Section 15.36.050(A)(3) of the St. Helena Municipal Code to allow for certain traffic calming measures, including speed cushions under the approval of the Fire Chief.

93 - 114

Estimated start time: 6:50 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Jose Calderon, Engineering Technician II

Recommendation:

City Council to introduce and waive first reading of an Ordinance of amending section 15.36.050(A)(3) of the St. Helena Municipal Code to allow for various traffic calming measures on public streets in the City of St Helena subject to the approval of the Fire Chief.

[Staff Report - Pdf](#)

[Presentation](#)

[Public Comment.Napa County Bicycle Coalition](#)

12. OLD BUSINESS

None

13. NEW BUSINESS

- 13.1. Consideration and proposed approval of a resolution authorizing the St. Helena High School annual Homecoming Parade on Main Street, and authorizing City staff to provide traffic control before, during, and after the parade.

115 - 120

Estimated start time: 6:55 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Staff recommends the City Council adopt the resolution authorizing the St. Helena High School annual Homecoming Parade on Main Street authorizing City staff to provide traffic control before, during, and after the parade.

[Staff Report - Pdf](#)

- 13.2. Boards, Committees & Commissions Recognition:

- Active Transportation & Sustainability Committee
- Library Board of Trustees
- Parks and Rec Commission

- Planning Commission
- Napa County Mosquito Abatement - St. Helena Representative
- Active Transportation Advisory Committee (ATAC) to NVTa
- Measure H Oversight Committee
- Ad Hoc Water/Wastewater Exploratory Committee (disbanded)

Estimated start time: 7:00 p.m.

14. CITY COUNCIL REPORTS:

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

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for August 27, 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 August 8, 2024.



Cindy Tzaopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office

(707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 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, July 23, 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: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Patrick Kenealy

Absent: Council Member Billy Summers

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

4.1

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

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Patrick Kenealy

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

5. APPROVAL OF MINUTES

5.1 Consideration and proposed approval of:

1. Special Meeting Minutes - Applicant Interviews of June 20, 2024
2. Special Meeting Minutes - Study Session of June 25, 2024
3. Regular Meeting Minutes of June 25, 2024

(~~Provided prior to the meeting~~ Provided 7/19/24 at 12:00pm)

Vice Mayor Eric Hall moved to approve the Special Meeting Minutes - Applicant Interviews of June 20, 2024, Special Meeting Minutes - Study Session of June 25, 2024 and Regular Meeting Minutes of June 25, 2024. The motion was seconded by Council Member Anna Chouteau and on roll call

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carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Patrick Kenealy

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

6. PUBLIC FORUM:

No public comment was received.

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

City Attorney, Ethan Walsh noted there was no reportable action from the July 23, 2024 special City Council closed session meeting.

Reports were made by staff and the City Council.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1 National Parks and Recreation Month Proclamation

Estimated start time: 6:25 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Dave Jahns, Director of Community Services

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 This item was pulled.

~~Resolution rescinding Resolution 2022-31 and approving amendment #3 to Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City owned property or at City Hall.~~

10.2 Consideration and approval of a Resolution Establishing Appropriation Limits

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for Fiscal Year 2024-25 and the Selection of Current Year Adjustment Factors.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends the City Council of the City of St. Helena adopt a Resolution establishing an appropriation limit for Fiscal Year 2024-25.

- 10.3 Proposed approval of a Resolution approving a one-year agreement with MarinIT to provide Information Technology Services for an amount not-to-exceed \$288,849 for FY 2024-25.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

- 10.4 Approval of a Resolution authorizing the City Manager to execute a Professional Services Agreement with Beauchaine Consulting Group, LLC to provide public management consulting services related to labor negotiations in an amount not-to-exceed \$50,000.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

- 10.5 Recommended approval of a Resolution authorizing a two-year Agreement with the Housing Authority of the City of Napa to provide contract housing services for an amount not-to-exceed \$122,450 for the two-year period starting on July 1, 2025.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

- 10.6 Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Pavement Restoration Project, Capital Improvement Project R23-79.

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Project Manager

Recommendation:

Approve attached Resolution.

- 10.7 May 2024 Review and Forecasting of City Water Supply Availability.

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

10.8 June 2024 Review and Forecasting of City Water Supply Availability.

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

10.9 A Resolution of the City Council of the City of St. Helena Authorizing an Agreement for Emergency Response Services with the County of Napa.

CEQA Determination: Not a CEQA project
Prepared By: John Sorensen, Fire Chief
Recommendation:
Approve the agreement with Napa County for the term of one year, commencing on August 1, 2024 with automatic renewals for an additional 4 years.

10.10 Approve Resolution Authorizing Amendment #1 to the Agreement with General Services with Mel Services, Inc., dba Workers.com for general landscaping and maintenance services for an additional \$25,200 and a total not-to-exceed amount of \$50,000.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Adopt the proposed resolution authorizing Amendment #1 to the General Services Agreement with Mel Services, Inc., dba Workers.com for landscaping and maintenance services.

10.11 Proposed approval of a resolution authorizing Amendment #6 to the Professional Services Agreement with Willdan Financial Services in the amount of \$10,560, for a total amount not-to-exceed of \$142,295 to complete a feasibility analysis related to the Affordable Housing and Commercial Linkage Fees.

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

10.12 Consideration and adoption of a resolution authorizing Amendment #1 to Professional Services Agreement (PSA) FY2023-001 with consultant Ward

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Levy related to providing property appraisal services to the City for an additional \$34,500 for a total contract amount not to exceed \$50,000.

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Approve and adopt the attached resolution.

- 10.13 Authorization for 1) Emergency Generator Rental Services from C&D Power through December 2024 for the Wastewater Treatment Plant MBR Facility for a Not-to-Exceed cost of \$151,236, which includes a 10% Contingency, and 2) A Budget increase in the amount of \$99,236 utilizing Fund 571 Wastewater Operations fund balance.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Interim Assistant Director of Public Works - Operations
Recommendation:
Authorize the rental costs for emergency back up generator at the wastewater treatment plant.

- 10.14 Consideration for City Council approval for the nomination and election of the current Planning Commission Chair to serve a fourth term as outlined in the City Council Protocol for Committees, Commissions and Boards (Resolution No.2023-128).

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzaferopoulos, City Clerk
Recommendation:
It is recommended that the City Council approve the attached resolution authorizing election of the current Chair of the Planning Commission (John Ponte) to serve an additional term ending June 2025 as outlined per the City Council Protocol for Committees, Commission and Boards.

Council Member Patrick Kenealy moved to approve items 10.2 - 10.14. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

- 10.1 Resolution rescinding Resolution 2022-31 and approving amendment #3 to Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental

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Flags on City owned property or at City Hall.

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Staff recommends adopting a resolution rescinding resolution 2022-31 and amending Policy P-CC-0001 Outdoor Display of Governmental and Commemorative or other Governmental Flags on City Property and at City Hall.

No public comment was received.

Vice Mayor Eric Hall moved to approve item 10.1. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Patrick Kenealy

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

11. PUBLIC HEARINGS

- 11.1 Introduction and first reading of an ordinance amending and restating Chapter 12.08 of the St. Helena Municipal Code to clarify maintenance responsibility of property frontage debris, surveyor requirements and street repair responsibilities as discussed as directed by Council at the 1/23/24 City Council meeting.

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Introduce and waive the first reading of the proposed revisions to the ordinance; schedule second reading on 8/13/24

Assistant Director of Public Works, Eric Janzen reported on item.

Mayor Dohring opened the public hearing.

No public comment was received.

Mayor Dohring closed the public hearing.

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Vice Mayor Eric Hall moved to approve recommendation by staff to introduce and waive the first reading of the proposed revisions to the ordinance; schedule second reading with two minor edits made by Mayor Dohring replacing "his/hers" with "property owner(s)". The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, and Council Member Patrick Kenealy

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

12. OLD BUSINESS

12.1 Discussion and Direction Regarding Downtown Paver Rehabilitation strategies between Adams Street and Pope Street

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Project Manager

Recommendation:

Staff recommends revising the project to align with the scope of Option 2

- The project becomes repair and maintenance focused, targets specific surface needs
- Minimizes expenditure on non-critical items
- Allows time for due process for tree size and species selection

Replacement Trees:

- Use 15 Gallon size trees which are more cost effective (14 trees) thereby saving \$40,000 (or \$170,000)
- Chinese Pistache is the recommended specie (and if not available one of the others listed above), or
- If a species of the larger trees is desired, staff recommends London Plane

Upon receiving direction from Council, staff will amend the project documents to reflect the direction. The project will be promptly advertised in anticipation of construction in the Fall months.

Public Works Project Manager, Mario Traverso reported on item.

Public Comment was received by Rich Corsetti, Oliver Caldwell and Anthony Micheli.

It was the consensus of the City Council to continue with Option 2. The

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replacement tree varietal and size which included the direction to replace existing trees with a 24" to 48" Chinese Pistache, with the specific size at the discretion of the Engineer depending on site conditions.

13. NEW BUSINESS

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 7:31 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafopoulos, City Clerk

Regular City Council
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5-Year Capital Improvement Program FY23/24 – FY27/28 Projects Update

August 13, 2024

Public Works Department



Projects Overview –August 2024



In Progress

- 43

Completed

- 11

Delayed

- 5

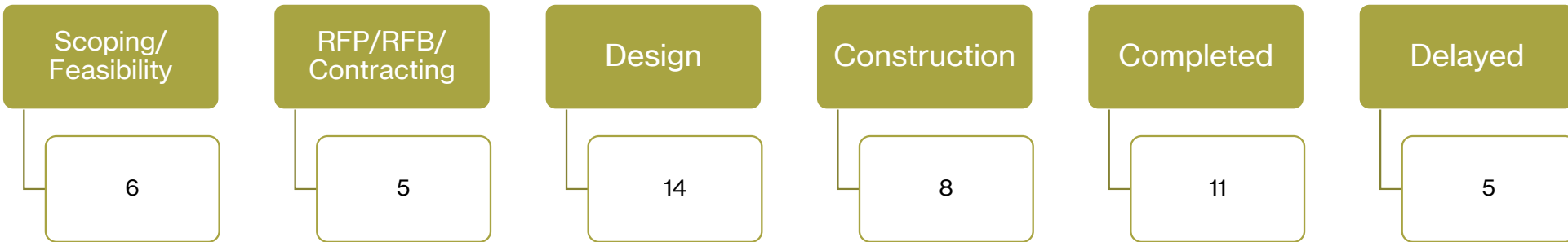
FY24 – Budgeted

- \$10.76 M;

FY24 – Spent & Encumbered

- \$8.98M Spent Executed Contracts: \$7.46 M

Projects Overview



Water Projects Initiated



Project	Status
Water Tank 2 Rehabilitation (W-101)	PSA Engaged, Inspection complete, Plans at 90%
Water Hydraulic Model (W24-10)	PSA Engaged, in process
Bell Canyon Dam Geotechnical Analysis & Seismic Retrofit (W18-120)	PSA Engaged, in process
Smart Meter Replacement Project (W24-04)	PSA Engaged, Council Approved purchase, In process
Napa Intertie Pump Station (W24-04) & Pipeline (W25-01) Replacement	PSA Engaged, in process
Bell House Valve Replacement (W-85)	Fiscal Year 26-27 Project
Water System SCADA Improvements (W18-113)	PSA Engaged, Work starts August 24
Bell Canyon Phreatic Surface Monitoring & Assessment (W18-120)	In process
Water Treatment Plant Condition Assessment (W18-111)	In Design – Estimated completion September '24
Kearney Andrea Water Main Replacement (W21-01)	Completed
Safe Yield Policy and Water Neutrality Policy Update (W24-08)	PSA Engaged, in process
Bell Canyon Intake Tower Replacement (W-109)	PSA Engaged, in process

Coming Soon!

- Additional Projects:
 - Bell Canyon Creek Flow Measurement
 - Lower Reservoir DSOD Stability Analysis
 - Water Treatment Plant SCADA Microgrid Upgrade

Water Quality Efforts

- Staff had a meeting with State Regulators on August 8th to discuss treatment process updates
- State was onsite to assist with critical testing on water samples and treatment processes August 12th
- Staff will be attending a Water Symposium with other municipalities with similar water sources to discuss statewide quality issues August 15



Project Updates - RFPs



Currently Open Bids

- Crinella Pump station Upgrades Project
- Downtown Sidewalk Paver Repair Project – Phase 1B
- Jacob Meily Park Turf Installation & Irrigation Upgrade

Project Updates - Streets



Pavement Restoration FY 24 is Officially Underway!

- Spring
- Birch
- Vidovich
- Edwards
- Sylvaner
- Pratt
- Hunt



Project Update – Crane Park



Recycled Water
Line to Crane
Park



Completed

- Recycled water pipeline already existed – just connected it to Crane Park.
Turned at \$500k Project into \$80k!
- WWTP Recycled Pipeline & Pump Station Project
Combining projects: \$650k was completed for \$120K!



Project Update – WWTP



Plant Seeding is Coming!

- Final testing for SCADA System
- Generator Connection on Friday
- Seeding tentatively to begin August 26th





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	August 13, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration and adoption of a resolution authorizing Amendment #1 to Professional Services Agreement (PSA) FY2024-026 with consultant North Coast Community Planning related to providing contract planning entitlement processing services to the City for an additional \$125,000 for a total contract amount not to exceed \$150,000.
RECOMMENDED ACTION:	Approve and adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To amend the existing Professional Services Agreement (PSA) with North Coast Community Planning to increase PSA funding by \$125,000 for entitlement processing services with large development projects.
FINANCIAL IMPACT:	The financial impact is a total of \$125,000 for the amended PSA and can be absorbed in the current FY 2024-2025 adjusted budget from account number 101-45-00-21-45. Any hours billed to a project with a developer deposit account will not have a fiscal impact to the City.

BACKGROUND:

On October 26, 2023, the City entered into a PSA with North Coast Community Planning for a contract amount up to \$25,000 to assist the City with contract planning with larger type development projects including the pre-application for the Adams Street hotel at 1001 Adams Street and also the preparation of the Noble House 9212 report. Last week the applicant for the Adams Street hotel project submitted formal entitlement applications to proceed with the project and a developer deposit account is in place to fund contract staff and legal staff billing time to the project. The City desires to have North Coast Community Planning (Linda Ruffing) to continue work for the City on entitlement applications and most of the original PSA funds have been expended thus requiring an amendment to the contract.

DISCUSSION:

The Community Development Department has regularly relied on contract planners to assist in development processing of entitlement applications due to the small department professional staffing (one Senior Planner and one Director). Ms. Ruffing

has expertise in handling high profile and controversial projects and her experience processing resort and mixed use projects in Healdsburg makes her firm a good fit for the development processing needs in St. Helena.

GOAL:

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Original PSA STH Contract FY2024-026 - NCCP Planning Services - Entitlement Processing](#)

[Resolution NCCP psa amendment #1](#)

[Amendment #1 NCCP with scope](#)

STH-CONTRACT- FY2024-026

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on October 26, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and North Coast Community Planning (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as planning services to support Community Development Department with entitlement processing.

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 \$25,000 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

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[NORTH COAST COMMUNITY PLANNING] [OCTOBER 26, 2023]

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

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

B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. **Professional Liability Insurance.** When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

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

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

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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

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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

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sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and

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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

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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, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
 1088 College Avenue
 St. Helena, California 94574

To Consultant: Linda Ruffing
 North Coast Community Planning
 310 South Harold Street
 Fort Bragg, CA 95437

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

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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:

Title:

Linda Ruffing
Linda Ruffing
Owner

City:

By:

Name: Anil Comelo

Title: City Manager

Anil Comelo

Approved as to Form:

By:

Name: Ethan Walsh

Title: City Attorney

Ethan Walsh

EXHIBIT A SCOPE OF SERVICES



**NORTH COAST
COMMUNITY
PLANNING**

LINDA RUFFING

707 272 2343 | LINDA@NCCPLANNING.COM
310 S HAROLD STREET FORT BRAGG CA 95437

**PROPOSAL FOR PROFESSIONAL PLANNING SERVICES
FOR THE CITY OF ST. HELENA, CALIFORNIA**

1. North Coast Community Planning ("Consultant") will provide professional services as an independent contractor to the City of St. Helena, California ("City") to assist the Community Development Department with the processing of entitlements for development applications.
2. Services to be provided by Consultant include but are not limited to the following:
 - Serve as a liaison between City of St. Helena Community Development Department and project applicants/developers;
 - Attend meetings with City staff, project applicants/developers, and/or agency representatives, as requested;
 - Coordinate and expedite the advanced planning (i.e., general plan and zoning amendments), environmental review, and development review processes for assigned development applications;
 - Assist City with the procurement process for other consultant services (for example, CEQA consultants), as requested;
 - Convene meetings of multi-departmental City team to respond to questions and troubleshoot and resolve issues that arise;
 - Assist City with negotiation of development agreements, upon request, and coordinate the review and adoption processes for such agreements;
 - Prepare and present reports to Planning Commission and City Council, as needed.
3. Consultant will provide services as an independent contractor and not as an employee or agent of City. Except as otherwise provided in this agreement, Consultant will have full control over working time, methods, and decision-making in relation to the provision of the services identified in Item 2, above. Consultant will work autonomously and not at the direction of the City; however, Consultant will be responsive to the reasonable needs and concerns of the City.
4. Consultant is not responsible for the performance or quality of work by third parties, including City's staff, agents, or other contractors not engaged by Consultant.
5. Consultant will submit invoices to City on a monthly basis requesting payment for services rendered in the prior month. Separate invoices will be submitted for each project. Each invoice will provide a summary report identifying hours worked and services/deliverables provided by Consultant.
6. Fees for services performed by Consultant will be billed at a fully loaded rate of \$200/hour. Consultant will not charge for travel time, mileage expenses or incidental copying, postage, etc. Lodging and meals will be billed at the actual cost and receipts provided.
7. Consultant services shall be provided from November 1, 2023, through June 30, 2024. The term of the agreement shall expire on June 30, 2024, unless amended in writing by mutual agreement of both parties.



8. An estimated not-to-exceed budget for Consultant's professional services from November 1, 2023, through June 30, 2024, is \$25,000.
9. Consultant will maintain a City of St. Helena business license and comprehensive general liability and automobile insurance, each with coverage of no less than \$1 Million per occurrence and in the aggregate. Consultant is exempt from the requirement to maintain workers compensation insurance.
10. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the Parties at the following addresses:
 - a. City of St. Helena Community Development Department
1088 College Avenue
St. Helena, CA 94574
Attn: Maya DeRosa
or mderosa@cityofsthenena.org
 - b. North Coast Community Planning
310 S. Harold Street
Fort Bragg, CA 95437
Attn: Linda Ruffing
or linda@nccplanning.com
14. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this agreement. This indemnification will survive the termination of this agreement.

CITY OF ST. HELENA

RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY OF ST. HELENA AUTHORIZING AMENDMENT #1
TO PROFESSIONAL SERVICES AGREEMENT FY2024-026 WITH NORTH COAST
COMMUNITY PLANNING RELATED TO CONTRACT PLANNING SERVICES FOR
AN ADDITIONAL \$125,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED
\$150,000.**

Recitals

1. On October 26, 2023 the City entered into a PSA with North Coast Community Planning to assist the City with entitlement applications for large projects where there is not sufficient staff capacity. The scope of work for that contract was limited to \$25,000 and due to the continuing entitlement work which will exceed the original contract amount, an amendment to the PSA for the additional work requested.; and
2. The City has received formal applications for the processing of a major hotel and secured a developer deposit account to fund a contract planner; and
3. The City of St. Helena desires to continue utilizing North Coast Community Planning to provide support with planning entitlement applications; and
4. Expected services include planning entitlement services including performing development review, attending meetings with City staff and applicant, preparing staff reports and other related tasks as directed by the City and in accordance with the scope of work attached (Exhibit A); and
5. The City of St. Helena and North Coast Community Planning now desire to amend the Agreement for an additional \$125,000 for a total amount not-to-exceed \$150,000.

Resolution

- A. Now, therefore, the City Council of the City of St. Helena authorizes the City Manager to execute Amendment No. 1 to STH Contract: FY2024-026 in the amount of \$125,000 for a total contract amount not to exceed \$150,000.
- B. Approved at a Regular Meeting of the St. Helena City Council on August 13, 2024 by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Summers: _____

Councilmember Kenealy: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

AMENDMENT #1
FOR PROFESSIONAL SERVICES AGREEMENT WITH NORTH COAST COMMUNITY PLANNING; STH CONTRACT: FY2024-026 PERTAINING TO ENTITLEMENT PROCESSING FOR AN ADDITIONAL \$125,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED \$150,000.

This first amendment to Professional Services Agreement with North Coast Community Planning STH Contract: FY 2024-026 dated October 26, 2023 ("Agreement") is made as of this ____ day of _____, 2024 by and between the City of St. Helena and North Coast Community Planning.

RECITALS

- A. On October 26, 2023 the City entered into a PSA with North Coast Community Planning to assist the City with entitlement applications for large projects where there is not sufficient staff capacity. The scope of work for that contract was limited to \$25,000 and due to the continuing entitlement work which will exceed the original contract amount, an amendment to the PSA for the additional work requested.; and
- B. The City has received formal applications for the processing of a major hotel and secured a developer deposit account to fund a contract planner; and
- C. The City of St. Helena desires to continue utilizing North Coast Community Planning to provide support with planning entitlement applications; and
- D. Expected services include planning entitlement services including performing development review, attending meetings with City staff and applicant, preparing staff reports and other related tasks as directed by the City and in accordance with the scope of work attached (Exhibit A); and
- E. The City of St. Helena and North Coast Community Planning now desire to amend the Agreement for an additional \$125,000 for a total amount not-to-exceed \$150,000.

AGREEMENT

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

- 1. Section 4.A. Compensation, is amended to read as follows:

Page 1 of 3

First Amendment to Professional Services Agreement STH Contract: FY 2024-026 North Coast Community Planning

“Total compensation shall not exceed \$150,000...”

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

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

North Coast Community Planning

APPROVED AS TO FORM:

By: _____

Ethan Walsh, City Attorney, St. Helena

Print Name: _____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

ATTEST:

By: _____

Print Name: Anil Comelo

Title: City Manager

City of St. Helena City Clerk
Cindy Tzaopolous

EXHIBIT A

Page 3 of 3

First Amendment to Professional Services Agreement STH Contract: FY 2024-026 North Coast
Community Planning



NORTH COAST
COMMUNITY
PLANNING

LINDA RUFFING

707 272 2343 | LINDA@NCCPLANNING.COM
310 S HAROLD STREET FORT BRAGG CA 95437

PROPOSAL FOR PROFESSIONAL PLANNING SERVICES FOR THE CITY OF ST. HELENA, CALIFORNIA

1. North Coast Community Planning ("Consultant") will provide professional services as an independent contractor to the City of St. Helena, California ("City") to assist the Community Development Department with the processing of entitlements for development applications.
2. Services to be provided by Consultant include but are not limited to the following:
 - Serve as a liaison between City of St. Helena Community Development Department and project applicants/developers;
 - Attend meetings with City staff, project applicants/developers, and/or agency representatives, as requested;
 - Coordinate and expedite the advanced planning (i.e., general plan and zoning amendments), environmental review, and development review processes for assigned development applications;
 - Assist City with the procurement process for other consultant services (for example, CEQA consultants), as requested;
 - Convene meetings of multi-departmental City team to respond to questions and troubleshoot and resolve issues that arise;
 - Assist City with negotiation of development agreements, upon request, and coordinate the review and adoption processes for such agreements;
 - Prepare and present reports to Planning Commission and City Council, as needed;
 - Other professional planning-related tasks as assigned by the Community Development Director.
3. Consultant will provide services as an independent contractor and not as an employee or agent of City. Except as otherwise provided in this agreement, Consultant will have full control over working time, methods, and decision-making in relation to the provision of the services identified in Item 2, above. Consultant will work autonomously and not at the direction of the City; however, Consultant will be responsive to the reasonable needs and concerns of the City.
4. Consultant is not responsible for the performance or quality of work by third parties, including City's staff, agents, or other contractors not engaged by Consultant.
5. Consultant will submit invoices to City on a monthly basis requesting payment for services rendered in the prior month. Separate invoices will be submitted for each project. Each invoice will provide a summary report identifying hours worked and services/deliverables provided by Consultant.
6. Fees for services performed by Consultant will be billed at a fully loaded rate of \$200/hour. Consultant will not charge for travel time, mileage expenses or incidental copying, postage, etc. Lodging and meals will be billed at the actual cost and receipts provided.



7. Consultant services shall be provided from July 1, 2024, through December 30, 2025. The term of the agreement shall expire on December 31, 2025, unless amended in writing by mutual agreement of both parties.
8. An estimated not-to-exceed budget for Consultant's professional services from July 1, 2024, through December 31, 2025, is \$150,000.
9. Consultant will maintain a City of St. Helena business license and comprehensive general liability, professional liability, and automobile insurance, each with coverage of no less than \$1 Million per occurrence and in the aggregate. Consultant is exempt from the requirement to maintain workers compensation insurance.
10. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the Parties at the following addresses:
 - a. City of St. Helena Community Development Department
 1088 College Avenue
 St. Helena, CA 94574
 Attn: Maya DeRosa
 or mderosa@cityofstheleena.org
 - b. North Coast Community Planning
 310 S. Harold Street
 Fort Bragg, CA 95437
 Attn: Linda Ruffing
 or linda@nccplanning.com
14. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this agreement. This indemnification will survive the termination of this agreement.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 13, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, September 24, 2024, to consider objections to the proposed annexation of the property known as 1582 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-021), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 150.
RECOMMENDED ACTION:	It is recommended City Council approve the Resolution and set a Public Hearing for September 24, 2024 to consider objections to the proposed annexation of the property known as 1852 Sulphur Springs Ave (APN 009-362-021), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 150.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Consideration of a resolution to set a public hearing to consider objections to the proposed annexation into the St. Helena Municipal Sewer District No. 1.
FINANCIAL IMPACT:	None.

BACKGROUND:

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

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

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

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

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

At the time established for the public hearing, the City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the property into the District, which will also require at least four affirmative votes. Upon a determination by the Council that the property will be benefited by the annexation, certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect as provided in Section 4613. Upon recordation of the resolution, the property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District. If the City Council approves the resolution following the public hearing on September 24, 2024, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to collect outstanding fees and obtain required encroachment and building permits.

DISCUSSION:

The City of St. Helena Public Works has received an annexation application from the following party:

Robert and Jane Inch Trust, owner of 1852 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-021), has applied to be annexed into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 150.

The application fees have been collected. The location map for the property is attached. Staff request City Council to consider the applicant's annexation request and order a public hearing to be scheduled for September 24, 2024.

ENVIRONMENTAL REVIEW:

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

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution](#)

[Sewer Annexation Application](#)

[Exhibit A](#)

[1582 Sulphur Springs Legal Description](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

CONSIDERATION OF A RESOLUTION TO SET A PUBLIC HEARING FOR 6:00 P.M. ON TUESDAY, SEPTEMBER 24, 2024, TO CONSIDER OBJECTIONS TO THE PROPOSED ANNEXATION OF THE PROPERTY KNOWN AS 1582 SULPHUR SPRINGS AVENUE, ST. HELENA, CA (APN 009-362-021), INTO THE ST. HELENA MUNICIPAL SEWER DISTRICT NO. 1, MSD ANNEXATION NO. 150.

- A. The owner of 1582 Sulphur Springs Avenue, St Helena, CA (APN 009-362-021) has requested annexation into the St. Helena Municipal Sewer District No. 1 ("District"), MSD Annexation No. 150; and
- B. The legal boundary for the property to be annexed is provided in Exhibit A.

RESOLUTION

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

- 1. The City Council declares that the areas to be annexed to the district will be benefited by such annexation; and
- 2. A hearing to consider any objection to the proposed annexation of the property into the City of St. Helena Municipal Sewer District No. 1 is hereby set for Tuesday, September 24, 2024, commencing at 6:00 p.m. or soon thereafter as the matter can be heard, at the Vintage Hall Board Room, 465 Main Street, St. Helena, California; and
- 3. The City Clerk shall cause a certified copy of this resolution, together with the names of the members of the City Council voting for and against it, to be published once a week for two successive weeks in a newspaper of general circulation in accordance with Health and Safety Code Section 4610; and
- 4. The City Clerk shall cause a certified copy of this resolution to be posted in three public places within the area to be annexed in accordance with Health and Safety Code Section 4610; and
- 5. The City Clerk shall cause a certified copy of this resolution to be mailed to each person to whom land in the area to be annexed is assessed as such owner as shown on the last county assessment roll in accordance with Health and Safety Code Section 4610.

Approved at a Regular Meeting of the St. Helena City Council on August 13, 2024 by the following vote:

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



CITY OF ST. HELENA

DEPARTMENT OF PUBLIC WORKS

1088 COLLEGE AVENUE, ST. HELENA, CA. 94574

707-968-2658

Application for Sewer Annexation and/or Connection

APPLICANT INFORMATION			
Applicant(s) Name <i>Jane and Robert Inch</i>			Phone <i>510 376 6206</i>
Applicant(s) Street Address <i>1582 Sulphur Springs</i>		City <i>St Helena</i>	State <i>Ca</i>
		Zip <i>94574</i>	
Property Owner Name <i>Robert and Jane Inch Trust</i>			Phone <i>510 376 6206</i>
PROPERTY INFORMATION			
Property Address seeking sewer annexation <i>1582 Sulphur Springs Ave</i>		City <i>St Helena</i>	State <i>Ca</i>
		Zip <i>94574</i>	
Assessor's Parcel No (APN) <i>936-20-210</i>	Dwelling Square Footage <i>2600</i>	Existing Land Use <i>home</i>	
Subsequent Development Plans, if any, and Timing			
REQUIRED SIGNATURE			
I hereby certify that this application and all other documents submitted are true and correct to the best of my knowledge and belief. I also certify that I am the owner of the above property and have full legal rights to the property.			
<i>Jane S. Inch</i>		<i>6/12/24</i>	
Property Owner Signature		Date	
*** FOR OFFICE USE ONLY ***			
Application Received By		Date Application Received	
Present Zoning		General Plan Designation	
Application Checklist	Date Completed	Fee Calculation Worksheet	
St. Helena Application for Sewer Annexation		Sewer Connection Application Fee (St. Helena)	\$900
Statement of Boundary Change Application: BOE		Annexation Process (St. Helena)	\$2000
Fees submitted		Connection Fee Inspection (St. Helena)	\$400
Staff Report/Resolution Drafted		Sewer Impact Fee (St. Helena)	
City Council Approved		State Board of Equalization (BOE) Fee	
Legal Description and Map		Napa County Mapping Flat Fee	\$162
Confirm Tax Area Rate		Total Due at Application	
Submission to BOE		Sewer Impact Fee: \$ _____ * X _____ (Habitable SF)	
Submission to Napa County Auditor		(18/19) *PER SF \$.51 SFR \$.77 MFR \$.51 Office \$.69 Industrial \$1.02 Com/Retail \$1.01 Lodging	
Submission to Napa County Assessor's office		Total Collected with Application	
Napa County Tax Rate Area Change Received		Pending Amount Due	
Grading Permits Approved		Fees to other agencies:	
Encroachment Permits Approved		State Board of Equalization Fee (Check # _____)	
Finance Notified		Napa County Mapping Flat Fee (Check # _____)	\$162.00
Date Service Began			

Please note there may be additional Building Department fees due for final hookup.
Contact the City of St Helena Building Department at 707.967.2779 with questions.

Updated 11/2023

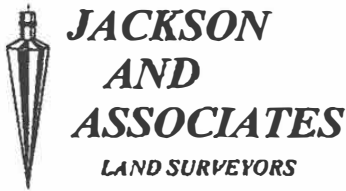


Exhibit "A"

LEGAL DESCRIPTION FOR SEWER ANNEXATION

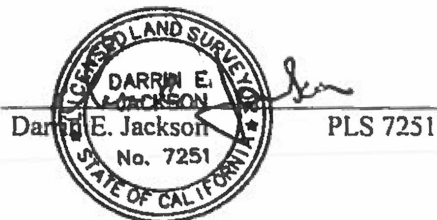
Being the Lands of Robert Woodward Inch, Jr. and Jane Stanley Inch, trustees of the Inch Revocable Trust, as described in Deed Document no. 2017-0011524, Napa County Records, a recital of which is:

PARCEL ONE:

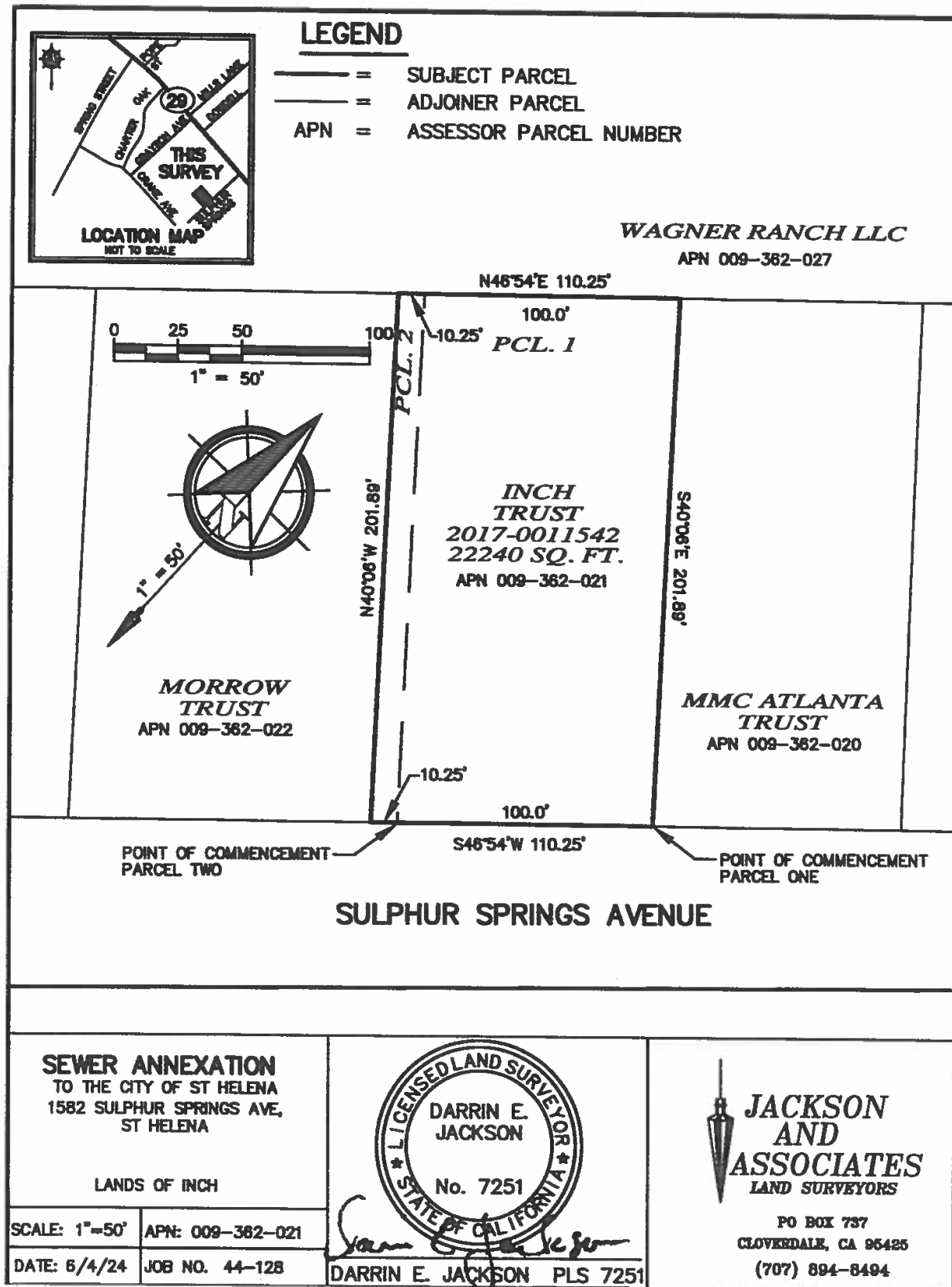
Commencing at a point on the southeastern boundary of the City of St. Helena, said boundary being further described as the northwestern line of Sulphur Springs Avenue, distant thereon South 46°54' West 1468.34 feet from the monument marking the intersection thereof with the monumented center line of Main Street, and running thence along said city boundary line, South 46°54' West 100.0 feet; thence North 40°06' West 201.89 feet; thence North 46°54' East 100.0 feet; thence South 40°06' East 201.89 feet to the point of commencement.

PARCEL TWO:

Commencing at a point on the northwesterly line of Sulphur Springs Avenue at the most southern corner of the 0.906 acre parcel of land described in the Deed to Frank S. Mitchell et ux, recorded March 5, 1951 in Book 359 of Official Records, page 582, Napa County Records; thence southwesterly along said line of Sulphur Springs Avenue 10.25 feet to a point half way between the point of commencement and the most eastern corner of the 1.0 acre parcel of land described in the Deed to Albert H. Carlson et ux, recorded January 3, 1951 in Book 355 of Official Records at page 274, Napa County Records; thence North 40°06' West 201.89 feet; thence North 46°54' East 10.25 feet to the most western corner of said 0.906 acre parcel; thence South 40°06' East along the southwesterly line of said 0.906 acre parcel 201.89 feet to the point of commencement.



Jackson & Associates PO Box 737, Cloverdale, Ca 95425 (707) 894-8494
email: pete@jacksonlandsurveys.com





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 13, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Adopt a Resolution authorizing the purchase of chemicals from JENFITCH for the Water Treatment Plant in the amount of \$35,000 for FY 2024/2025.
RECOMMENDED ACTION:	It is recommended that the City Council authorize the purchase of JC 9465 and JC 1675 from JENFITCH as per the provided quotations. This authorization will enable timely implementation of the new treatment process, ensuring continued improvement in raw water quality.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of this report is to seek City Council authorization for the purchase of specialized water treatment products propriety from the manufacturer JENFITCH. The proposed changes to our water treatment process aim to improve the removal of manganese and iron from the raw water which are level 2 elements that do not cause health concerns but do discolor the water.
FINANCIAL IMPACT:	The total estimated financial impact is \$35,000 is included in the FY 2024-25 Water Operations Budget in Water Treatment chemicals GL Account 561-50-34-22-35.

BACKGROUND:

Over the last month, the City has received increasing complaints regarding discolored water from its residents. In response to the water complaints, City staff have contacted each resident to discuss their water quality issues and have investigated each claim. Staff also conducted systematic flushing operations to address the water issues, and when flushing operations did not remedy the issue the City started taking steps to investigate alternatives to the source of the issue.

In August of 2023 the City also experienced similar water quality issues and it was determined that there were two contributing factors; aged infrastructure, as well as increased presence of iron and manganese. Detailed in the letter submitted to State Water Resources Control Board (SWRCB) on August 23, 2023, included the infrastructure remediation plan. Despite our investment in infrastructure improvements, our current testing has again revealed increased levels of iron and manganese, affecting our finished water product.

The current process data sampling shows that the color level in the Clearwell averages 8, well below the MCL. Data sampling from Tank 1A shows an elevated color result well above the MCL. We believe that the elevated color levels in the well are two-fold. The current process is not allowing us to precipitate both iron and manganese and the lack of a mixer nor an aeration process in Tank 1A does not prevent the rise in color during retention. We are currently engaged in discussion with USG for tank maintenance and scoping of aeration equipment and the company Clean Water has been engaged to provide the correct mixer model to help with the reduction of not only iron and Manganese but also the reduction of TTHMs and HAA5s.

The City has engaged several local water agencies to understand how they manage their processes, operations, and sources as many are similar to that of St. Helena. Through those engagements and with verified testing we believe we have identified a solution to assist with improvements to our raw water quality. The primary recommendation involves updating our chemical treatment procedures to enhance the precipitation of manganese and iron from the raw water. The proposed change is to modify our existing chemical treatment by adding JC 9465 to our raw water treatment replacing the sodium permanganate and adding JC 1675 to replace the alum treatment. The intent of this modification to the process is to further precipitate both the manganese and iron from the raw water process. Attachment A has confirmed our initial water quality tests and outlines modifications to our existing treatment process that should help with the discoloration issue. This process modification is similar to that of neighboring agencies.

RECOMMENDED CHANGES

1. Replacement of Sodium Permanganate:

- Current Chemical: Sodium Permanganate
- Recommended Replacement: JC 9465
- Purpose: JC 9465 is recommended to improve the precipitation process for manganese, leading to more effective removal from the raw water.

2. Replacement of Alum Treatment:

- Current Chemical: Alum
- Recommended Replacement: JC 1675
- Purpose: JC 1675 is suggested as a more efficient alternative to alum for iron precipitation, enhancing the overall treatment efficacy.

DISCUSSION:

The proposed modifications are based on rigorous analysis and are aimed at improving water quality by more effectively precipitating contaminants. The use of JC 9465 and JC 1675 is expected to:

- Enhance the removal efficiency of manganese and iron.
- Improve overall water quality.

- Reduce long-term operational costs by potentially lowering the need for additional treatments or maintenance.

The California SWRCB Division of Drinking Water (DDW) regulates public drinking water systems, including water treatment plants. On July 26, 2024, Staff submitted a permit amendment application for Water Permit No. 02-03-21P2810004 to allow for the modification of the treatment process. The purchase of these chemicals is needed for the updated process. JENFITCH, the manufacturer of the recommended products, has provided a quotation for the required chemicals. Because JENFITCH is the manufacturer of this product, it is proprietary and cannot be acquired through other vendors. This purchase is allowable under the sole source provision of the City's Purchasing Policy.

We are working toward solutions that will not only address the current discoloration, but modifying processes, improving infrastructure, and robust documentation of methods to ensure future fluctuations can be addressed quickly prior to it becoming a public nuisance issue. We are committed to providing St. Helena residents with excellent water quality, consistently.

Annual cost for Product JC9465 is estimated at \$15,780 and Product JC1675 is estimated at \$16,375. Total annual cost including shipping is estimated at \$34,808. The cost of purchasing JC 9465 and JC 1675 from JENFITCH is comparable to previous chemical purchases and is within the allocated budget for water treatment chemicals for FY25. The financial impact of this purchase is anticipated to be offset by the improved efficiency and effectiveness of the new treatment process.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

[20240813 Jenfitch Chemical Purchase Resolution](#)

[2024 SWRBC Letter Discolored water complaints St. Helena System CA2810004](#)

[LET 09 CITY OF ST HELENA BENCH STUDY](#)

CITY OF ST. HELENA

RESOLUTION NO.

**AUTHORIZING THE PURCHASE OF CHEMICALS JC 9465 AND JC 1675
FROM JENFITCH FOR THE WATER TREATMENT PLANT IN THE AMOUNT
OF \$35,000 FOR FY 2024/2025.**

RECITALS

- A. Over the last month, the City has received increasing complaints regarding discolored water from its residents. In response to the water complaints, City staff have contacted each resident to discuss their water quality issues and have investigated each claim.
- B. Staff conducted systematic flushing operations to address the water issues, and when flushing operations did not remedy the issue the City started taking steps to investigate alternatives to the source of the issue.
- C. In August of 2023 the City also experienced similar water quality issues and it was determined that there were two contributing factors; aged infrastructure, as well as increased presence of iron and manganese.
- D. Detailed in the letter submitted to SWRBC on August 23, 2023, included a infrastructure remediation plan. Despite our investment in infrastructure improvements, our current testing has again revealed increased levels of iron and manganese, affecting our finished water product.
- E. The current process data sampling shows that the color level in the Clearwell averages 8, well below the MCL. Data sampling from Tank 1A shows an elevated color result well above the MCL. The current process is not allowing us to precipitate both iron and manganese and the lack of a mixer nor an aeration process in Tank 1A does not prevent the rise in color during retention.
- F. The City engaged consultant JENFITCH to further investigate our raw water quality. They have recommended modifications to our treatment process, adding JC 9465 and JC 1675.
- G. The intent of this modification to the process is to further precipitate both the manganese and iron from the raw water process. JENFITCH's findings, detailed in Attachment A, have confirmed our initial water quality tests and have outlined necessary modifications to our existing treatment process.
- H. On July 26, Staff submitted a permit amendment application to the California SWRCB Division of Drinking Water (DDW) who regulates public drinking water systems, requesting amendment to Water Permit No. 02-03-21P2810004 to allow for the modification of the treatment process.

- I. JENFITCH, is the chemical manufacturer of the recommended products it is proprietary and cannot be acquired through other vendors. This purchase is allowable under the sole source provision of the City's Purchasing Policy.

RESOLUTION

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

1. Authorize the purchase of chemicals JC9465 and JC1675 from JENFITCH for the Water Treatment Plant in the amount of \$35,000.
2. Funding is provided as follows:

Funding Details	Fund	GL Account	Amount
Previously authorized in FY 2024-25 Operating Budget	Water Fund	561-50-34-22-35	35,000
TOTAL			\$35,000

Approved at a Regular Meeting of the St. Helena City Council on August 13, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Pat Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



City of St. Helena
*"We will conduct city affairs on behalf of our citizens
 using an open and creative process."*

New Address
 1088 College Ave
 St. Helena, CA 94574
 Phone: (707) 968-2658
 Fax: (707) 967-2806

www.cityofsthelena.org

OFFICE OF THE DIRECTOR OF PUBLIC WORKS

August 8, 2023

PWS ID: 2810004

Salman Marzooghi, PhD
 Water Resource Control Engineer
 State Water Resources Control Board, Division of Drinking Water
 Sacramento, CA 95814
Solmaz.Marzooghi@Waterboards.ca.gov

RE: Water RE Permit No. 02-03-21P2810004
Discolored water complaints and remediation status

Dr. Marzooghi,

The City has received several complaints regarding brown water from its residents over the last 4 weeks. In response to the brown water complaints, City staff have contacted each resident to discuss their brown water issues. Water was checked for clarity and chlorine residuals from the resident's front hose bib. Water was clear with a chlorine residual of over 1.5 mg/L. Staff informed the residents of their findings and showed the residents that the water is clear. Staff also conducted flushing operations to address the dirty water issues, when flushing operations did not remedy the issue the City started taking steps to investigate alternatives to the source of the issue.

The City engaged the services of MIT Diving and Coating (MIT). MIT inspected both Tank 1 and the clear well structure at the Water Treatment Plant. The clear well is the finished water structure at the Water Treatment Plant before it is pumped to Tank 1 and then gravity feeds into the transmission main to the distribution system. Upon preliminary review of the inspection reports, MIT has determined that the clear well is the main source contributing to the discolored water in Tank 1. Both Tank 1 and the clear well were cleaned by MIT. Please see **Attachment A** and **Attachment B** for the inspection reports for each facility.

All pumps were noted to have heavy scaling on them which is contributing to the intermittent light brown water that residents are experiencing. The city's short-term solution is as follows:

- replace the high service pump #3
- replace high service pump #2
- remove and cap the 500gpm service pump #1
- replace the filter backwash pump

Staff has engaged West Yost and Associates to assist with next steps for a long-term solution. During Winter months when demand is low the plant will be taken offline. The clearwell will be drained, power washed, and cleaned. All cracks in the concrete structure will be rehabilitated in

Water Supply Permit No. 02-03-21P2810004
Discolored Water Letter, August 8, 2023
Page 2 of 2

addition to fully lining the entire clear well. Additionally, the City will perform cleaning and possible lining of the inside of transmission pipe from the clear well to Tank 1. Finally, the scope of rehabilitation will include draining Tank 1, patching all cracks and coating the entire tank.

As noted above, the extent of the issue has all come to light in the last few days. As we continue to work with consultants, any changes to the approach will be shared promptly.

A public information notice is being drafted to the residents informing them of the intermittent light brown water problem and what the city is doing about it.

It should be noted that turbidity samples were taken from the clear well and Tank 1. The filters are sampled every 15 minutes. The clear well has a turbidity of 0.11ntu and Tank 1 has a turbidity of 0.33ntu. Filter turbidity is 0.028ntu.

Please do not hesitate to contact me (cell 626-675-4744) should you have any questions on this matter.

Cordially,

Mike Cory
Chief Plant Operator, #18060
mcory@cityofsthelena.org

Attachment A – Inspection report for Tank 1 by MIT dated 8/1/2023
Attachment B – Inspection report for Clear Well by MIT dated 8/3/2023

CC: Zachary Rounds, PE, District Engineer, DDW, Zachary.Rounds@waterboards.ca.gov
Joe Leach, PE, St Helena Director of Public Works, jleach@cityofsthelena.org
Clayton Church, St Helena Public Works Operations Manager, cchurch@cityofsthelena.org



July 3, 2024

City of St. Helena
Public Works Department
1088 College Ave
St Helena, CA 94574
Att: Michele Ferrell

Subject: Bench Study on June 3 and July 1, 2024

Dear Ms. Ferrell:

On June 3rd and July 1st, we conducted a bench study on your raw water source for the Louis Stralla Water Treatment Plant. The goal of these studies: to review and recommend options to improve water quality (color, THM's, HAA5's, filtered turbidity, filter run time, removal of manganese & iron, enhanced disinfection residual in the distribution system).

We used the following test protocol: 1) made up 900 ml of raw water into six beakers, 2) add pre-oxidant, JC 9465, first, 3) dosed various beaker according treatment plan, 4) flash mix for 1 minute, 5) slow mix at 20 rpm for 10 minutes, 6) turn off mixer and settled for 10 minutes, 7) collect 250 ml sample from each treated beaker, 8) measure turbidity and UvA₂₅₄ in each settled sample, 9) filtered 200 ml of the settled water sample through a 0.45 micron filter, 10) record filter time and filtered turbidity of the settled water samples and 11) measure the filtered water UvA₂₅₄ and manganese.

The initial results of my study indicated that the optimum dosage for aluminum sulfate (alum) around 40 mg/l (dry basis). In my bench study, we used 22 mg/l of alum (dry basis) and compared it with 20 mg/l of JC 1675 (neat). We also used 20 mg/l of JC 9465 as a pre oxidant.

In the filtered water samples, we observed complete removal of manganese, improved particle removal plus improvement in potential filter run times.

We recommend that you set up a one-year action plan to implement the following action steps:

- 1) Upgrade your pre-oxidation program by removing the sodium permanganate treatment and testing the mineral oxychloride technology, JC 9465. The goal is to reduce total manganese and lower CFU (colony forming units) in the raw water plus improve coagulation
- 2) Evaluate an alternative to alum. JC 1675 in the previous bench studies generated a denser floc particles and lower settled water turbidity
- 3) Monitor manganese, ORP and UvA₂₅₄ in front of the flash mixing zone and filter effluent
- 4) Monitor temperature in Raw and filtered water plus storage tank going to distribution
- 5) Develop and monitor filter operation by measuring turbidity in the filter influent and effluent along with UvA₂₅₄ plus record filter run times between backwashing
- 6) Monitor TTHM's and HAA5's in the filter effluent and storage tank
- 7) Monitor TOCs in raw water and filter effluent on a monthly basis
- 8) Monitor free chlorine residual and ORP in the distribution system

JENFITCH, Inc. ~ 712 Bancroft Road, Suite 805 ~ Walnut Creek, CA 94598
Phone: 925.289.3559 ~ Fax: 925.289.0094 ~ Email: sales@jenfitch.com

By gathering this information, we will be able to develop a treatment program that in the long term provides your clients with excellent water quality and allow the operators to problem solve if the water quality changes during a year.

If you need to contact me, I can be reached at 925-305-7880 (mobile).

Thank you again for the opportunity to service and assistance to you.

A handwritten signature in black ink that reads "Charles Jennings". The script is cursive and fluid, with the first letter of each word being capitalized and prominent.

Charles Jennings
General Manager

PRICE QUOTE (FOB MY PLANT)

<u>Product</u>	<u>275 Gail Tote Bin</u>	<u>Bulk (Min 1500gal)</u>
JC 1675	\$1.19/lb.	\$0.95/lb.

<u>Product</u>	<u>265-Gal Tote Bin</u>	<u>Bulk (1500 gal)</u>
JC 9465	\$1.19/lb.	\$1.00/lb.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 13, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Approve Resolution Authorizing the Purchase of a Used Telehandler Tractor Unit for the Wastewater Treatment Plant for a not-to-exceed cost of \$50,000.
RECOMMENDED ACTION:	It is recommended that the City Council approve the purchase of the telehandler equipment for the Wastewater Treatment Plant.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	This report recommends the purchase of a telehandler equipment for \$50,000, to be funded through the Wastewater Fund 571. The telehandler will be used to enhance the efficiency and safety of operations at the Wastewater Treatment Facility, particularly in the handling of materials and equipment. The proposed acquisition aligns with the city's goals of improving infrastructure reliability and operational effectiveness.
FINANCIAL IMPACT:	The total Financial Impact is \$50,000, which will be covered with existing funds budgeted in the FY 2024-25 Wastewater Operations Budget (Fund 571). \$34,650 is currently budget in GL Account 571-50-29-26-30 and the additional \$15,350 will be transferred from GL Account 571-50-29-23-15.

BACKGROUND:

The Wastewater Treatment Facility is responsible for managing and treating sewage to ensure compliance with environmental standards and public health requirements. The facility's operations involve various tasks such as handling large volumes of materials, transporting equipment, and performing maintenance tasks that require heavy lifting and precise maneuvering.

Currently, the facility relies on less specialized equipment and manual labor for these tasks, which can be inefficient and pose safety risks. The addition of a telehandler will address these issues by providing a versatile solution for lifting, carrying, and placing materials.

A telehandler, or telescopic handler, is an industrial lift truck with a telescoping boom that can extend forward and upward. It is equipped with various attachments, making it suitable for a wide range of tasks, including:

- Lifting and transporting materials to elevated areas.
- Handling and placing large equipment or components.
- Reaching into tight spaces where traditional forklifts may not fit.

Specifications of the Proposed Telehandler:

- Lift Capacity: 6,000 pounds
- Maximum Lift Height: 30 feet
- Reach: 20 feet
- Engine: Diesel-powered with efficient fuel consumption
- Attachments: Forks, bucket, and lifting jib

DISCUSSION:

City staff went through a process of soliciting quotes for a telehandler in May, and actively monitored markets for used telehandlers, in an effort to secure an affordable option. However, City staff opted to not recommend a purchase to the City Council at that time because the lowest cost proposal was in excess of \$75,000. The telehandler proposed for purchase herein is being offered for significantly below the cost of other telehandlers the City has located. Further, City consultants have inspected the equipment proposed for purchase and affirmed that the equipment is in exceptional condition for its age. To ensure the optimal condition of the equipment, the City will obtain a comprehensive inspection by a certified professional, provided it is approved and prior to acceptance.

Operational Efficiency:

The telehandler will significantly reduce the time required to perform tasks involving heavy lifting and transport, thereby increasing overall operational efficiency.

Safety Improvements:

The use of specialized equipment reduces the need for manual lifting and minimizes the risk of injury to staff, contributing to a safer working environment.

Versatility:

The telehandler's ability to handle various attachments and perform multiple functions makes it a versatile addition to the facility's equipment fleet.

Cost-Effectiveness:

Investing in a telehandler will reduce the need for renting similar equipment and decrease wear and tear on existing machinery, leading to long-term cost savings.

City staff could continue with current equipment and processes; however, staff will continue to operate inefficiently and could lead to potential safety hazards. Renting a telehandler on an as-needed basis may not be cost-effective in the long term and may not provide the same level of convenience and availability. The cost to purchase the telehandler will be recouped in 2 years versus renting one when needed.

Purchasing a used telehandler is not an ideal situation, but the relatively young age and limited run time of the proposed unit has significant life remaining and fits within the available wastewater treatment budget without significantly impacting other budget needs. This item is being purchased as a secondhand item, therefore is not subject to sales tax.

It is recommended that the City Council approve the purchase of the telehandler equipment for \$50,000. This investment will enhance the operational capabilities of the Wastewater Treatment Facility, improve safety, and support the City's ongoing commitment to efficient and effective infrastructure management.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Resolution Telehandler Purchase](#)
[City of St. Helena #3046 Quote](#)

CITY OF ST. HELENA

RESOLUTION NO.

**AUTHORIZING THE PURCHASE OF A USED TELEHANDLER
EQUIPMENT UNIT FOR THE WASTEWATER TREATMENT
PLANT FOR A NOT TO EXCEED COST OF \$50,000.**

RECITALS

- A. The St Helena Wastewater Treatment Plant (WWTP) is a conventional plant that is responsible for managing and treating sewage to ensure compliance with environmental standards and public health requirements; and
- B. The facility's operations involve various tasks such as handling large volumes of materials, transporting equipment, and performing maintenance tasks that require heavy lifting and precise maneuvering; and
- C. A telehandler, or telescopic handler, is an industrial lift truck with a telescoping boom that can extend forward and upward. It is equipped with various attachments, making it suitable for a wide range of tasks; and
- D. The telehandler will significantly reduce the time required to perform tasks involving heavy lifting and transport, thereby increasing overall operational efficiency; and
- E. The use of specialized equipment reduces the need for manual lifting and minimizes the risk of injury to staff, contributing to a safer working environment; and
- F. This investment will enhance the operational capabilities of the wastewater treatment facility, improve safety, and support the city's ongoing commitment to efficient and effective infrastructure management.

RESOLUTION

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

1. Authorize the purchase of a JCB loadall 550 Tractor in the amount of \$50,000 from Team Built Construction using Wastewater Operations funds (Fund 571).

2. Funding is as follows:

Funding Details	Fund	GL Account	Amount
Available in FY 2024-25 Operating Budget	Wastewater Fund	571-50-29-26-30	34,650
Available in FY 2024-25 Operating Budget	Wastewater Fund	571-50-29-23-15	15,350
Budget Transfer From	Wastewater Fund	571-50-29-23-15	(15,350)
Budget Transfer To	Wastewater Fund	571-50-29-26-30	15,350
TOTAL			\$50,000

Approved at a Regular Meeting of the St. Helena City Council on August 13, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Pat Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

TEAM BUILT CONSTRUCTION
995 VINTAGE AVE, SUITE 202
SAINT HELENA, CA. 94574
707 963 7393

Invoice

Date	Invoice #
7/31/2024	3046

Bill To
CITY OF ST. HELENA WWTP

P.O. No.	Terms	Project
		JCB Loadall 550 Tractor

Quantity	Description	Rate	Amount
	JCB loadall 550 Tractor	50,000.00	50,000.00
	a. Forks		
	b. Truss boom		
	c. bucket		
	Sales Tax	7.25%	0.00
		Total	\$50,000.00



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 13, 2024
FROM:	Lesley Milton, Interim Assistant Director of Public Works - Operations
SUBJECT:	Approval of a Resolution Authorizing Amendment No. 7 to STH Contract: FY2021-077 amending the scope of services to provide a temporary Wastewater Treatment Operator Grade 1 position during Membrane Bioreactor (MBR) Start-up operations and 0.5 Underground Utilities Superintendent adding an additional cost of \$125,639 for a total amount not-to-exceed of \$1,522,825 and Authorizing Amendment No. 8. to STH Contract: FY 2021-048 amending the scope of services to provide 0.5 Underground Utilities Superintendent adding an additional \$40,639 for a not-to-exceed cost of \$3,624,644.
RECOMMENDED ACTION:	Approve the resolution authorizing the contract amendments with OTS Services for temporary operator service during the Wastewater Treatment Plant Upgrades project (CIP No. S-52) testing and training phase of the facility completion and for recruitment for other required positions.
PREVIOUS COUNCIL ACTION:	<u>STH Contract: FY 2021-077 - Wastewater</u> 04/27/21 - Initial Agreement 01/25/22 - Amendment #1 02/22/22 - Amendment #2 08/09/22 - Amendment #3 04/25/23 - Amendment #4 10/10/23 - Amendment #5 01/23/24 - Amendment #6 <u>STH Contract: FY 2021-048 - Water</u> 01/26/21 - Initial Agreement (City Manager Authorization) 03/23/21 - Amendment #1 01/25/22 - Amendment #2 02/22/22 - Amendment #3 08/09/22 - Amendment #4 04/25/23 - Amendment #5 10/10/23 - Amendment #6 06/25/24 - Amendment #7
STATEMENT OF THE	Authorization of an amendment to STH 2021-077 for

PURPOSE:	additional Wastewater Grade 1 Operator services for continuity of operations during MBR facility testing and initiation and amendment to both STH 2021-077 and STH 2021-048 for a temporary Underground Utilities Superintendent position, split equally between both Water and Wastewater funds and contracts
FINANCIAL IMPACT:	The Financial Impact of Amendment No. 07 to STH Contract 2021-007 is \$125,639 for a total amount not-to-exceed of \$1,522,825 has been included in the FY 2024-25 Wastewater Operating Budget in GL Account 571-50-29-21-45. The Financial Impact of Amendment No. 08 to STH Contract 2021-048 is \$40,639 for a total amount not-to-exceed of \$3,624,644 has been included in the FY 2024-25 Water Operating Budget in GL Account 561-50-34-21-45, which will be transferred to GL Account 561-50-31-21-45.

BACKGROUND:

On April 27, 2021, the City and Operational Technical Services (OTS) entered into an initial agreement (STH FY2021-077) for OTS to provide temporary Wastewater Treatment Operator services with appropriate certifications.

Similar to wastewater operators, on January 1, 2021, the the City and Operational Technical Services (OTS) entered into an initial agreement (STH FY2021-048) for OTS to provide temporary Water Treatment Operator services with appropriate certifications.

Since the execution of the original agreements, the City has continued to face difficulties in filling these positions and has continued need to utilize OTS services resulting in 6 additional amendments to the original contract for the Wastewater Treatment Division and 7 amendments for the Water Treatment Division. In June of 2024 the City hired a full-time Chief Plant Operator for the Water Treatment Plant, who was introduced to us through our OTS Contract. Unfortunately, the Wastewater Chief Plant Operator position is still in recruitment and challenged to secure a viable candidate.

To remain in compliance with the State of California State Water Resources Control Board (SWRCB) regulations it is necessary to have qualified staff members who possess certain minimum certifications specific to the type of treatment plant, collection system and distribution system.

DISCUSSION:

The City is at the final stages of construction for the Wastewater Treatment plant (CIP Project S-52) and plans to begin testing in August of 2024. The finalization for the new MBR Treatment Facility includes both a new facility and a new style of treatment

process that is a significant change in operations. The new operations require significant additional training to operate. In order to adequately train our existing staff, test the new mechanical operations of the facility prior to acceptance, and ensure that existing processes continue as necessary with wastewater flows in compliance with regulations, staff is requesting temporary supplemental staffing (operator) assistance.

Staff is projecting that testing, training and absorbing the new operations will be a temporary learning curve resulting in a need for additional staffing only through December of 2024. OTS has capable and qualified candidates available to provide services to our organization in as little as 1 week, should the Council approve this amendment.

Additionally, the City has unsuccessfully recruited for an Underground Utilities Superintendent for the past 6 months. In May of this year, the Public Works Operations Manager, who had been overfilling that required position, departed employment with the City, leaving for a different agency. In order to maintain compliance with regulations, the new Water Treatment Plant Operator who has a Distribution 3 certification has been providing technical oversight for Distribution, as well as Wastewater Collections. This dynamic is unsustainable as there are other needs at the treatment plant to manage. Staff is requesting assistance from OTS to provide a temporary Underground Utilities Superintendent while the City looks at expanded recruitment options. This position cost is split between the Water and Wastewater Divisions equally and is included in the proposed amendments as noted below.

A summary of the current contracts, amendments, and proposed amendments to OTS Contracts for wastewater and water is noted in Table 1 and Table 2 below.

Table 1 - STH Contract: FY 2021-077 - Wastewater

STH Contract FY2021-077	Date Approved	Contract Value	Not-To-Exceed Cost
Contract Execution	04/27/21	\$100,620	\$100,620
Amendment #1	01/25/22	\$100,293	\$200,913
Amendment #2	02/22/22	\$258,337	\$459,250
Amendment #3	08/09/22	\$270,750	\$730,000
Amendment #4	04/25/23	\$220,200	\$950,200
Amendment #5	10/10/23	\$175,000	\$1,125,200
Amendment #6	01/23/24	\$271,986	\$1,397,186
Amendment #7 - Proposed	08/13/24	\$125,639	\$1,522,825

Table 2 - STH Contract: FY 2021-048 - Water

STH FY2021-048	Date Approved	Contract Value	Not-To-Exceed Cost
Contract Execution	01/26/21	\$25,000	\$25,000

Amendment #1	03/23/21	\$409,929.58	\$434,929.58
Amendment #2	01/25/22	\$348,561	\$783,491
Amendment #3	02/22/22	\$562,614	\$1,346,105
Amendment #4	08/09/22	\$807,250	\$2,153,355
Amendment #5	04/25/23	\$490,650	\$2,644,005
Amendment #6	10/10/23	\$800,000	\$3,444,005
Amendment #7	06/25/24	\$140,000	\$3,584,005
Amendment #8 - Proposed	08/13/24	\$40,639	\$3,624,644

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 3: Pursue Water Security & Sustainable Management of Water Resources

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[STH Contract FY2021-077-07A OTS WWTP](#)

[STH Contract FY2021-048-08A OTS WTP Operators](#)

[Resolution - OTS Contract Amendment](#)

AMENDMENT NO. 7**TO PROFESSIONAL SERVICES AGREEMENT WITH OPERATIONAL TECHNICAL SERVICES;
STH CONTRACT NO: 2021-077 FOR TEMPORARY WASTEWATER TREATMENT
OPERATORS WITH SWRCB CERTIFICATION FOR AN ADDITIONAL \$125,639 FOR A TOTAL
CONTRACT AMOUNT NOT-TO-EXCEED \$1,522,825.**

This six Amendment to Professional Services Agreement STH Contract: 2021-077 dated April 27, 2021 ("Agreement") is made as of this 13th day of August 2024 by and between the City of St. Helena, a municipal corporation ("City"), and Operational Technical Services ("Consultant").

RECITALS

- A. On April 27, 2021, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Temporary Wastewater Treatment Chief Plant Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher; and
- B. The Wastewater Treatment Plant continues to face operational challenges in which OTS has fulfilled their professional obligation to meet State of California wastewater regulations; and
- C. To remain in compliance with the State of California State Water Resource Control Board (SWRCB) it is necessary to have water treatment and wastewater treatment operators who possess certain minimum certifications specific to the type of treatment plant; and
- D. On April 27, 2021, the City and Operational Technical Services entered into an agreement (STH Contract: FY2021-077) for OTS to provide Temporary Wastewater Treatment Operators with SWRCB Wastewater Treatment Grade 4 Certification or higher for an amount not-to-exceed \$100,620; and
- E. On January 25, 2022, City Council approved Amendment No. 1 in the amount of \$100,293 for a total not-to-exceed amount of \$200,913 to STH Contract FY2021-077
- F. On February 22, 2022, City Council approved Amendment No. 2 with OTS in the amount of \$258,337, for a total amount not-to-exceed \$459,250 to STH Contract: FY2021-077
- G. On August 9, 2022, City Council approved Amendment No. 3 with OTS in the amount of \$270,750, for a total amount not-to-exceed \$730,000 to STH Contract: FY2021-077; and
- H. On April 25, 2023, City Council approved Amendment No. 4 with OTS in the amount of \$220,200, for a total amount not-to-exceed \$950,200 to STH Contract: FY2021-077; and
- I. On October 10, 2023, City Council approved Amendment No. 5 with OTS in the amount of \$175,000, for a total amount not-to-exceed \$1,125,200 to STH Contract: FY2021-077; and
- J. On January 23, 2024, City Council approved Amendment No. 6 with OTS in the amount of \$271,986, for a total amount not-to-exceed \$1,397,186 to STH Contract: FY2021-077; and
- K. The City is needing additional assistance in the interim basis with temporary Wastewater Treatment Plant operators until the new MBR Facility is tested and becomes operational; and
- L. The City has an unfilled Underground Utilities Superintendent position that has several failed

recruitments. The City wishes for OTS to provide this operator service to the City; 50% of the position is covered under this agreement and 50% will be covered under agreement FY2021-048

- M. The City and consultant desire to amend STH Contract: FY2021-077 with Operational Technical Services for temporary Wastewater Treatment Operators in the amount of \$125,639 for a total amount not-to-exceed \$1,522,825; and
- N. It is estimated this amendment will allow OTS to remain at the WWTP until the position is filled or December 31, 2024, whichever is first.

AGREEMENT

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

- 1. Section 4.A Compensation and Method of Payment, is amended to read as follows:

“Total compensation shall not exceed \$1,522,825...”
- 2. Exhibit A – Task order is amended to reflect the hourly rates as listed below, effective November 1, 2023:

POSITION	REGULAR RATE	OVERTIME RATE	DOUBLE TIME RATE	ON-CALL STANDBY RATE	ACTIVATED ON-CALL RATE
Wastewater Operator 1	114.86	172.29	229.72	114.86	Min 2 hours
Underground Utility					2 hr
Superintendent	145.14	217.71	290.28	145.14	minimum

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

AMENDMENT NO. 8

TO PROFESSIONAL SERVICES AGREEMENT WITH OPERATIONAL TECHNICAL SERVICES; STH CONTRACT NO: 2021-048 FOR TEMPORARY WATER TREATMENT OPERATORS WITH SWRCB CERTIFICATION FOR AN ADDITIONAL \$40,046 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$3,624,622

This Eighth Amendment to Professional Services Agreement STH Contract: 2021-048 dated January 26, 2021 ("Agreement") is made as of this 13th day of August 2024 by and between the City of St. Helena, a municipal corporation ("City"), and Operational Technical Services ("Consultant").

RECITALS

- A. On January 26, 2021, the City and Consultant entered into the Agreement for Consultant to provide professional services in connection with the project described as Temporary Water Treatment Operators with SWRCB Certification; and
- B. On March 23, 2021, City Council approved Amendment No. 1 in the amount of \$409,929.58 to STH Contract: FY2021-048 to allow Operational Technical Services to continue to provide temporary Water Treatment Operators to the City; and
- C. Since the approval of Amendment No. 1 on March 23, 2021, the City has incurred significant staffing costs due to unforeseen emergencies, required repair work due to again equipment, and a continued need for interim staffing which exceeded the current contract limit; and
- D. On January 25, 2022, City Council approved Amendment No. 2 in the amount of \$348,561 to STH Contract: FY2021-048 to bring the contract within its contract limits; and
- E. On February 22, 2022, City Council approved Amendment No. 3 with OTS in the amount of \$562,614, for a total amount not-to-exceed \$1,346,105 to STH Contract: FY2021-048; and
- F. On August 9, 2022, City Council approved Amendment No. 4 with OTS in the amount of \$807,250, for a total amount not-to-exceed \$2,153,355 to STH Contract: FY2021-048; and
- G. On April 25, 2023, City Council approved Amendment No. 5 with OTS in the amount of \$490,650, for a total amount not-to-exceed \$2,644.005 to STH Contract: FY2021-048; and
- H. On October 10, 2023, City Council approved Amendment No. 6 with OTS in the amount of \$800,000 for a total amount not-to-exceed \$3,444,005 to STH Contract: FY 2021-048; and
- I. On June 25, 2024 City Council approved Amendment No. 7 with OTS in the amount of \$140,000 for a total not to exceed \$3,584,005.
- J. The City recently filled the Water Treatment Plant Operator position but has an unfilled Underground Utilities Superintendent position that has several failed recruitment. The City wishes for OTS to provide this operator service to the City. The City wishes for OTS to provide this operator service to the City; 50% of the position is covered under this agreement and 50% will be covered under agreement FY2021-077; and
- K. Additional funding is necessary to allow Operational Technical Services to continue to provide temporary Operators to the City; and

- L. The City of St. Helena and Operational Technical Services now desire to amend the Agreement.

AGREEMENT

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

1. Section 4.A Compensation and Method of Payment, is amended to read as follows:

“Total compensation shall not exceed \$3,624,644.00...”
2. Exhibit A – Task order is amended to reflect the hourly rates as listed below, effective August 13, 2024:

POSITION	REGULAR RATE	OVERTIME RATE	DOUBLE TIME RATE	ON-CALL STANDBY RATE	ACTIVATED ON-CALL RATE
Underground Utility Superintendent	145.14	217.71	290.28	145.14	2 hr minimum

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

CITY OF ST. HELENA

RESOLUTION NO.

Approval of a Resolution Authorizing amendment No. 7 to FY2021-077 amending the scope of services to provide a temporary Wastewater Treatment Operator Grade 1 position during Membrane Bioreactor (MBR) Start-up operations and .5 Underground Utilities Superintendent adding an additional cost of \$125,639 for a total amount not-to-exceed of \$1,522,825 and Authorizing Amendment No. 8. to FY 2021-048 amending the scope of services to provide .5 Underground Utilities Superintendent adding an additional \$40,639 for a not to exceed cost of \$3,624,644.

RECITALS

- A. The City currently has three approved positions at the Wastewater Treatment Plant and three approved positions at the Water Treatment Plant; and
- B. To remain in compliance with the State of California State Water Resource Control Board (SWRCB) it is necessary to have water treatment and wastewater treatment operators who possess certain minimum certifications specific to each type of treatment plant; and
- C. Due to challenges recruiting talented and certified employees, the City entered into agreements with Operation Technical Services to provide temporary certified staff members to continue operations in compliance with State regulations and health and safety standards; and
- D. On April 27, 2021, the City and Operational Technical Services entered into an agreement (STH Contract: FY2021-077) for OTS to provide Temporary Wastewater Treatment Operators with SWRCB Wastewater Treatment Grade 4 Certification and has since entered into amendments as follows:

STH FY2021-077 (WWTP)	Date Approved	Contract Value	Not-To-Exceed Cost
Contract Execution	April 27, 2021	\$100,620	\$100,620
Amendment #1	January 25, 2022	\$100,293	\$200,913

STH FY2021-077 (WWTP)	Date Approved	Contract Value	Not-To-Exceed Cost
Amendment #2	February 22, 2022	\$258,337	\$459,250
Amendment #3	August 9, 2022	\$270,750	\$730,000
Amendment #4	April 25, 2023	\$220,200	\$950,200
Amendment #5	October 10, 2023	\$175,000	\$1,125,200
Amendment #6	January 23, 2024	\$271,986	\$1,397,186

- E. On January 26, 2021, the City and Operational Technical Services entered into an agreement (STH Contract: FY2021-044) for OTS to provide Temporary Water Treatment Operators with SWRCB Certification for the Water Treatment Plant; and since then and has had the following subsequent amendments:

STH FY2021-048 (WTP)	Date Approved	Contract Value	Not-To- Exceed Cost
Contract Execution	January 26, 2021	\$25,000	\$25,000
Amendment #1	March 23, 2021	\$409,929.58	\$434,929.58
Amendment #2	January 25, 2022	\$348,561	\$783,491
Amendment #3	February 22, 2022	\$562,614	\$1,346,105
Amendment #4	August 9, 2022	\$807,250	\$2,153,355
Amendment #5	April 25, 2023	\$490,650	\$2,644,005
Amendment #6	October 10, 2023	\$800,000	\$3,444,005
Amendment #7	June 25, 2024	\$140,000	\$3,584,005

- F. The City recently hired a Chief Water Treatment Plant Operator full time

and no longer needs that service; and

- G. The City is at the final stages of construction for the Wastewater Treatment plant (CIP Project S-52) and plans to begin testing in August of 2024 and needs temporary supplemental staffing to assist with the operations and training for the new facility and is requesting temporary staffing assistance from OTS; and
- H. The City has unsuccessfully recruited for an Underground Utilities Superintendent for the past 6 months which requires both collection and distribution certifications and is requesting temporary staffing assistance from OTS for this position as we expand recruitment efforts.

RESOLUTION

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

- A. Authorizing the City Manager to execute amendment No. 7 to FY2021-077 amending the scope of services to provide a temporary Wastewater Treatment Operator Grade 1 position during Membrane Bioreactor (MBR) Start-up operations and 0.5 Underground Utilities Superintendent adding an additional cost of \$125,639 for a total amount not-to-exceed of \$1,522,825 and
- B. Funding for Amendment No. 7 to STH Contract FY 2021-077 is as follows:

Funding Details	Fund	GL Account	Amount
Previously authorized in FY 2024-25 Operating Budget	Wastewater Fund	571-50-29-21-45	125,639
TOTAL			\$125,639

- C. Authorizing the City Manager to execute Amendment No. 8. to FY 2021-048 amending the scope of services to provide 0.5 Underground Utilities Superintendent adding an additional \$40,639 for a not to exceed cost of \$3,624,644.
- D. Funding for Amendment No. 8 to STH Contract FY 2021-048 is as follows:

Funding Details	Fund	GL Account	Amount
Previously authorized in FY 2024-25 Operating Budget	Water Fund	561-50-34-21-45	40,639
Budget Transfer From	Water Fund	561-50-34-21-45	(40,639)
Budget Transfer To	Water Fund	561-50-31-21-45	40,639
TOTAL			\$40,639

Approved at a Regular Meeting of the St. Helena City Council on August 13, 2024 by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	August 13, 2024
FROM:	Jose Calderon, Engineering Technician II
SUBJECT:	Introduction and first reading of an ordinance amending Section 15.36.050(A)(3) of the St. Helena Municipal Code to allow for certain traffic calming measures, including speed cushions under the approval of the Fire Chief.
RECOMMENDED ACTION:	City Council to introduce and waive first reading of an Ordinance of amending section 15.36.050(A)(3) of the St. Helena Municipal Code to allow for various traffic calming measures on public streets in the City of St Helena subject to the approval of the Fire Chief.
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	To adopt amendments to Chapter 15.36 of the St. Helena Municipal Code to allow traffic calming devices, including speed cushions, with the approval of the City of St Helena Fire Chief.
FINANCIAL IMPACT:	None

BACKGROUND:

The City of St. Helena Municipal Code Chapters 15.36 provides for the adoption of the California Fire Code with certain local amendments as provided for in that Chapter. Chapter 15.36 currently includes amendments to Section 503.4.1 of the Fire Code that prohibit traffic calming measures that use vertical deflection, such as speed bumps, speed tables, speed humps, and speed depressions. These traffic calming measures have been historically prohibited due to causing slower response times for emergency response vehicles and the potential to cause damage to these vehicles.

Speed cushions are another form of vertical deflection, but they differ from the rest in that speed cushions are discontinuous along the width of the road, meaning that wheel channels are placed within the speed cushions to allow emergency vehicles to pass through. Due to the wheel channels, speed cushions reduce the speed of regular vehicles without affecting response times or causing damage to emergency vehicles. An example of speed cushions can be found in Exhibit A.

Other local municipalities, such as the City of Calistoga, have successfully implemented speed cushions. Exhibit B provides the results of Calistoga's speed study, taken both before and after implementing their speed cushions on Grant Street. The results

indicate the speed cushions both lowered travel speeds and created more consistent travel speeds on the section of road where the speed cushions were implemented.

DISCUSSION:

Public Works staff met with the Fire Chief to discuss the potential modification to the City ordinance. The Fire Chief agreed to the modification of the ordinance to allow for speed cushions under the condition that the Fire Chief would provide final approval of the location and installation of the speed cushions.

Staff then sought a recommendation on this matter from the Active Transportation and Sustainability Committee at the May 1, 2024, meeting. The committee unanimously voted in favor of recommending to City Council the modification to the City's ordinance to allow for speed cushions, as noted by Staff.

Staff would like to include speed cushions as an optional traffic calming device within the city. Staff has identified priority areas that would benefit from speed cushions including Pratt Ave and S. Crane Ave. Upcoming projects like the Napa Valley Vine Trail plan to incorporate bike boulevards in their design within City limits, and speed cushions may be a necessary tool to help reduce vehicle speeds as within the bike boulevards.

Traffic calming measures which narrow lanes, such as curb extensions, raised medians, "bulb-outs", and pavement texture (audible signals to drivers), are also included in the amended ordinance. These traffic calming measures are successfully used throughout many municipalities as traffic calming measures, and the City recently installed its first bulb-outs.

With the approval of the amended ordinance, Staff plans to apply for grants that will provide funding for Quick Builds (temporary installations) of speed cushions to test new street design improvements that can improve safety and accessibility in several locations across the City.

Public Works staff proposes amending SHMC Section 15.36.050(A)(3), amending Section 503.4.1 of the California Fire Code to allow the use of various traffic calming measures subject to the approval of the St Helena Fire Chief.

ENVIRONMENTAL REVIEW: This is not CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[ORDINANCE.St. Helena_ Ordinance re Rescission of Speed Hump Prohibition.REV 1-c1](#)

[Exhibit A](#)

[Exhibit B](#)

[Section 503.4.1 Traffic Calming Devices amendment](#)

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING SECTION 15.36.050(A)(3) OF THE ST. HELENA MUNICIPAL CODE TO ALLOW FOR THE USE OF CERTAIN TRAFFIC CALMING MEASURES ON PUBLIC STREETS IN THE CITY OF ST. HELENA

WHEREAS, Title 15 (Buildings and Construction) of the City of St. Helena's (City) Municipal Code contains regulations amending the California Fire Code; and

WHEREAS, Section 15.36.050 of Title 15 of the City's Municipal Code amends California Fire Code Section 503.4.1 and prohibits traffic calming measures including speed humps, speed tables and similar structures within the City of St. Helena; and

WHEREAS, the City Council desires to allow the use of certain traffic calming measures permissible under California Fire Code Section 503.4.1 but prohibited by St. Helena's Municipal Code Section 15.36.050.

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

SECTION 1. Recitals: This Ordinance incorporates, and by this reference makes a part hereof, the aforementioned recitals;

SECTION 2. Amendment to Municipal Code Section 15.36.050(A)(3) of the City's Municipal Code is hereby amended as follows:

"3. Section 503.4.1, Traffic calming devices, California Fire Code 2022, Chapter 5, is amended to read as follows:

"Traffic calming measures that cause vertical deflection across the full width of the vehicle travel lanes shall not be allowed in public or private roadways, driveways or fire apparatus access routes.

Traffic calming devices such as speed cushions, when installed discontinuous across the travel lane or when wheel channels are provided, are permissible within the public right of way with the approval of the Fire Chief for the City of St. Helena.

Traffic calming measures which narrow travel lanes such as curb extensions, raised medians and "bulb-outs" are permissible. Traffic calming measures that provide an audible signal to the driver such as pavement texture are also permissible."

SECTION 3. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section

15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 5. Effective Date. This ordinance shall take effect and be in force thirty (30) days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 13 day of August, 2024, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2024, by the following vote:

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

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafoopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 13 day of August, 2024. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2024, by the following vote:

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





March 15, 2023

Mr. Derek Rayner, PE
Public Works Department
414 Washington Street
Calistoga, CA 94515

Grant Street Speed Cushion Effectiveness Evaluation

Dear Mr. Rayner;

As requested, W-Trans has completed an evaluation of the potential effectiveness of speed cushions at calming traffic on Grant Street in the City of Calistoga. The purpose of this letter is to summarize the procedure that was used to test the speed cushions and the results of the analysis.

Procedure

1. Average Daily Traffic (ADT) counts with speed data were obtained for a period of one week on Grant Street between Wednesday September 28, 2022, and Tuesday October 4, 2022, to document conditions and travel speeds prior to installation of the speed cushions. This data collection effort was scheduled to occur during clear weather and typical traffic conditions while local schools were in session.
2. A field visit of the study area and a brief speed survey was conducted using a pocket radar device to validate the larger speed survey dataset.
3. Three speed cushions were installed by City staff with two different spacing distances to test not only the effect that speed cushions have on reducing travel speeds, but also the effect that travel distance between cushions may have on the effectiveness of the devices.
4. Once the devices were in place for a period of two weeks to allow motorists sufficient time to modify their behavior based on the new conditions, another round of ADT counts with speed measurements were collected for a period of one week between each set of cushions from Wednesday November 16, 2022, through Tuesday November 22, 2022.
5. Various speed metrics were calculated to document "after" conditions and compared to conditions before installation of the speed cushions to determine the extent to which the speed cushions had reduced vehicle travel speeds. Additionally, the speed calculations for the two different spacing distances were compared.

Setting

Grant Street is classified as an arterial roadway in the City's General Plan and has a paved roadway width that varies between 22 and 24 feet depending on the presence of bike facilities and on-street parking. The segment between Garnett Creek Court and Mora Avenue has limited pedestrian facilities and a Class II bicycle lane in only the eastbound direction. The roadway is classified as a Bicycle Route and has a posted speed limit of 25 miles per hour (mph).

Before Conditions

Based on speed data collected over a period of seven days between Wednesday, September 28, 2022, and Tuesday, October 4, 2022, prior to installation of the speed cushions, the roadway had an average travel speed of 25 mph in both directions with an 85th percentile speed (the speed at or below which 85 percent of motorists travel) of 31 mph in the eastbound direction and 29 mph westbound. The 85th percentile speed is of particular importance because this is the current metric used to establish legal radar enforceable speed limits in the state of California, though recent changes to state law will allow for greater flexibility setting speed limits when the changes take effect within the next two to three years. The 95th percentile speeds were measured at 35 mph eastbound and 34 mph westbound, with high speeds in the range of 45 to 49 mph in both directions. All speed metrics were generally found to be slightly higher in the eastbound direction than westbound, likely because

Mr. Derek Rayner, PE

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March 15, 2023

motorists traveling eastbound are coming from a higher speed setting with a posted speed limit of 35 mph within the County of Napa. The speed data metrics on Grant Street collected prior to the installation of speed cushions are summarized in Table 1.

Table 1 – Summary of Grant Street Speed Data Before Installation of Speed Cushions						
Direction	15th pctl	50th pctl	Average	85th pctl	95th pctl	High Speed
Eastbound	20	26	25	31	35	45-49
Westbound	20	25	25	29	34	45-49

Notes: All speed values are in miles per hour (mph); pctl = percentile

A brief speed survey of 20 vehicles in each direction was collected using a pocket radar device in an effort to validate the larger weeklong dataset. The pocket radar survey resulted in an average travel speed of 26 mph in the eastbound direction and 25 mph in the westbound direction which was consistent with the results of the larger dataset.

After Conditions

Three speed cushions were installed by City staff in October and November 2022 between Redwood Avenue and approximately 200 feet west of Mora Avenue. The western and middle speed cushions were installed approximately 500 feet apart, while the middle and eastern speed cushions were installed approximately 250 feet apart. After all three speed cushions were in place for two weeks, a second round of speed data was collected for a period of one week from Wednesday, November 16, 2022, through Tuesday, November 22, 2022, at the approximate mid-point between each set of cushions. Plate 1 shows conditions before and after installation of a speed cushion looking east near Redwood Avenue. An exhibit showing the locations of all three speed cushions overlaid on an aerial map is enclosed for reference.



Before



After

Plate 1 Grant Street Looking East Before and After Installation of a Speed Cushion

A comparison of the post-installation speed data to the data collected prior to installation of the traffic calming devices revealed that average travel speeds had dropped from 25 mph to 22 mph eastbound and to 20 mph westbound on the segment with 500-foot spacing between speed cushions. The average travel speed in the eastbound direction dropped another one mph to 21 mph on the segment with 250-foot spacing. The speed cushions had similar effects on 85th percentile speeds as this metric dropped from 31 mph in the eastbound direction pre-installation to 28 mph with 500-foot spacing and to 25 mph with 250-foot spacing. The 85th percentile speed in the westbound direction dropped from 29 mph pre-installation to 25 mph with 500-foot spacing and to 24 mph with 250-foot spacing. The highest speed recorded dropped by an increment of 5 mph in

Mr. Derek Rayner, PE

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March 15, 2023

the eastbound direction and 10 mph in the westbound direction on the segment with 500-foot spacing compared to data before installation. On the segment with 250-foot spacing between cushions, the highest travel speed recorded dropped by an increment of 10 mph in the eastbound direction and 15 mph in the westbound direction. A summary of the speed data metrics on Grant Street collected after installation of speed cushions is shown in Table 2.

Table 2 – Summary of Grant Street Speed Data After Installation of Speed Cushions						
Spacing Distance Direction	15 th pctl	50 th pctl	Average	85 th pctl	95 th pctl	High Speed
500 Feet						
Eastbound	17	22	22	28	30	40-44
Westbound	17	21	20	25	28	35-39
250 Feet						
Eastbound	17	21	21	25	28	35-39
Westbound	14	19	20	24	26	30-34

Notes: All speed values are in miles per hour (mph); pctl = percentile

In addition to decreasing the 85th percentile speeds, the speed cushions also appear to have resulted in more consistent travel speeds overall. The pre-installation 85th percentile speeds varied by as much as three mph between days, while the data varied by no more than one mph between days after installation. Plates 2 and 3 indicate the 85th percentile speeds on Grant Street by day of week for conditions prior to installation of the traffic calming devices and afterwards.

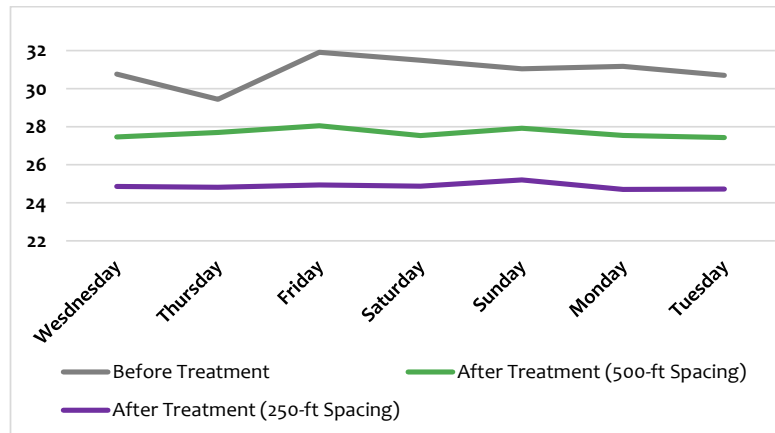


Plate 2 Grant Street Eastbound 85th Percentile Travel Speeds (mph)

Mr. Derek Rayner, PE

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March 15, 2023

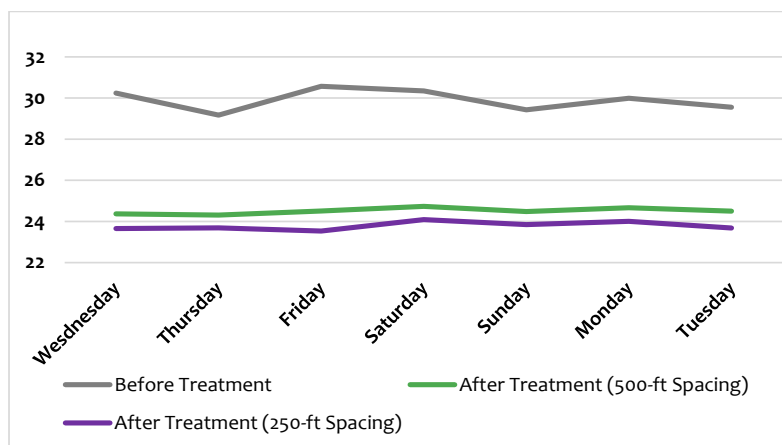


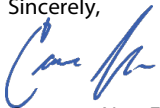
Plate 3 Grant Street Westbound 85th Percentile Travel Speeds (mph)

Key Findings

- Prior to installation of speed cushions, Grant Street had an average travel speed of 25 mph in both directions with 85th percentile speeds of 31 mph in the eastbound direction and 29 mph westbound.
- The speed cushions were effective at reducing all speed parameters calculated with the shorter 250-foot spacing between cushions resulting in a greater speed reduction than the 500-foot spacing.
- With 500-foot spacing between cushions, average travel speeds dropped from 25 mph to 22 mph in the eastbound direction and to 20 mph westbound. The 85th percentile speeds dropped from 31 mph in the eastbound direction to 28 mph and from 29 mph in the westbound direction to 25 mph. The highest travel speed recorded dropped by an increment of 5 mph in the eastbound direction and 10 mph in the westbound direction.
- With 250-foot spacing between cushions, average travel speeds dropped from 25 mph to 21 mph in the eastbound direction and to 20 mph westbound. The 85th percentile speeds dropped from 31 mph in the eastbound direction to 25 mph and from 29 mph in the westbound direction to 24 mph. The highest travel speed recorded dropped by an increment of 10 mph in the eastbound direction and 15 mph in the westbound direction.
- The speed cushions appear to have resulted in not only lower travel speeds, but more consistent travel speeds between days.
- All speed metrics were generally found to be slightly higher in the eastbound direction than westbound, likely due to the more rural character of the roadway to the west of the study segment.

Thank you for giving W-Trans the opportunity to provide these services. Please call if you have any questions.

Sincerely,


Cameron Nye, EIT
Associate Engineer

Enclosure: Speed Cushion Layout




Dalene J. Whitlock, PE, PTOE
Senior Principal

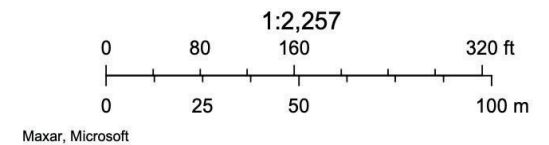
DJW/cn/CAL059.L1

Speed Cushion Layout



7/22/2022, 1:46:52 PM

- Current Parcels
- City_Limits
- Calistoga Utilities 2019 - W_Hydrant
- Calistoga Utilities 2019 - Roads



Section 503.4.1, Traffic calming devices, California Fire Code 2022, Chapter 5, is amended to read as follows:

“Traffic calming measures that cause vertical deflection across the full width of the vehicle travel lanes shall not be allowed in public or private roadways, driveways or fire apparatus access routes.

Traffic calming devices including, but not limited to, speed bumps, speed humps, speed tables, speed depressions, shall not be allowed on public or private roadways, driveways or fire apparatus access routes such as speed cushions, when installed discontinuous across the travel lane or when wheel channels are provided, are permissible within the public right of way with the approval of the Fire Chief for the City of St. Helena.

Traffic calming measures which narrow travel lanes such as curb extensions, raised medians and “bulb-outs” are permissible. Traffic calming measures that provide an audible signal to the driver such as pavement texture are also permissible.”



City Council
August 13, 2024
Agenda Item ---

Public Hearing – Amending Section 503.4.1 of the
City of St. Helena Municipal code

Jose Calderon, Engineering Technician II for Public Works



Current Municipal Code Reads

3. Section 503.4.1, Traffic calming devices, California Fire Code 2022, Chapter 5, is amended to read as follows:

Traffic calming devices including, but not limited to, speed bumps, speed humps, speed tables, speed depressions, shall not be allowed on public or private roadways, driveways or fire apparatus access routes.



Scope of Action

- Public Works has identified some future projects where prohibited traffic calming measure like speed cushions would be effective.
- Public Works consulted with the Fire Chief who identified speed cushions, under the condition of his final approval, as an acceptable traffic calming measure.
- Public Works requests that Council approve the proposed Ordinance removing the prohibition on speed cushions and clarifying the use of previously permitted traffic calming measures.

Examples of new traffic calming measures



TRAFFIC CALMING SPEED CUSHIONS



One Piece placement



Complete Installation

Questions?



August 12, 2024

Re: Agenda Item 11.1 - St. Helena Municipal Code to allow for certain traffic calming measures

Dear Mayor Dohring and Council Members,

The Napa County Bicycle Coalition (NCBC) represents over 2,000 members and supporters throughout Napa County in advocating to make riding a bicycle in our communities safe, convenient, and accessible for riders of all ages and abilities. For over 15 years, NCBC has worked with local organizations, businesses, elected officials, and the public to align our transportation infrastructure with the needs of cyclists and other active transportation users.

We thank the City of St. Helena for considering updating its municipal code to allow for more traffic calming measures. Traffic calming reduces speeding, and [over one-third of California's traffic fatalities are speeding-related](#).

However, we are concerned that the update as currently written will unnecessarily take useful traffic calming tools off the table. This would require already taxed city staff to prepare an ordinance amendment down the road should the City decide it wants to expand its toolbox. We ask that Council amend this current draft in a manner that does not preclude the use of raised crosswalks, raised intersections, and speed tables—in other words, “measures that cause vertical deflection across the full width of the vehicle travel lanes.”

According to [US Department of Transportation data](#), pedestrian fatalities are at their highest level in 40 years. They have increased by 68% since 2011. This is not just a national problem; it's a local problem as well. [The latest data from California's Office of Traffic Safety ranks the City of St. Helena as the second worst in the state for pedestrian fatalities and serious injuries](#), compared to the 76 cities of similar size throughout California. There is only one year in the past five years where St. Helena has not ranked within the 7 worst cities of its size. Given the historic high numbers of pedestrians who are killed on roads, it is important to balance the potential benefit of traffic calming measures with the benefit of emergency service response times.

The Federal Highway Administration [cites a study](#) that indicates raised crosswalks slow response times by 3 seconds. We do understand that some traffic calming may come with trade-offs about which Fire Departments have valid concerns. However, we are asking that traffic deaths be considered alongside emergency response times in any analysis of benefits for the public good.

The change to the draft language we are proposing (see below) would keep ultimate approval of traffic calming measures in the Fire Department's hands; the change would simply ensure the right tools are there if and when the City needs them, without putting an undue burden on staff to revise an ordinance once again.

P.O. Box 5157 | Napa, CA 94581 | (707) 258-6318 | www.napabike.org

The City of Napa recently completed an overhaul of its [neighborhood traffic calming program](#), and “measures that cause vertical deflection across the full width of the vehicle travel lanes,” like raised crosswalks and speed tables, **are included** in their traffic calming toolbox. Napa County’s recently completed [Vision Zero plan](#) also includes raised crosswalks and intersections, and speed tables. This does not mean they will be implemented. It means that if and when these life-saving measures are deemed to be the best solution, local jurisdictions will have the ability to implement them.

Having a full traffic calming toolbox is especially important now as our country is beginning to recognize traffic fatalities and serious injuries as a preventable public health crisis. There are also many ancillary negative health impacts that come with dangerous streets—walking and riding to school decreases, along with rates of other active transportation use, which in turns lowers rates of physical activity and increases greenhouse gas emissions.



Should council members or City staff have any questions about our comments, please do not hesitate to reach out to me at (707) 258-6318 or kvernor@napabike.org. Thank you for your time and consideration.

Sincerely,

Kara Vernor
Executive Director
Napa County Bicycle Coalition



Full requested change to the draft:

“Traffic calming devices such as speed cushions are permissible within the public right of way with the approval of the Fire Chief for the City of St. Helena. Traffic calming measures which narrow travel lanes such as curb extensions, raised medians and “bulb-outs” are permissible. Traffic calming measures that provide an audible signal to the driver such as pavement texture are also permissible.”



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	August 13, 2024
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed approval of a resolution authorizing the St. Helena High School annual Homecoming Parade on Main Street, and authorizing City staff to provide traffic control before, during, and after the parade.
RECOMMENDED ACTION:	Staff recommends the City Council adopt the resolution authorizing the St. Helena High School annual Homecoming Parade on Main Street authorizing City staff to provide traffic control before, during, and after the parade.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Authorize the St. Helena High School's Homecoming Parade on Main Street and authorize City staff to provide traffic control before, during, and after the parade.
FINANCIAL IMPACT:	The estimated Financial Impact for staff time is \$5,480, which includes assisting with pre-planning, setup and tear down of "no parking" and traffic control, and traffic control during the event. This will require approximately 79 hours of total staff time.

BACKGROUND:

The St. Helena High School annual homecoming parade on Main Street is a long-standing tradition for which the City has historically provided assistance.

DISCUSSION:

The St. Helena High School requests approval from the City Council to hold its annual homecoming parade on Main Street. The parade will take place on Friday, October 25, 2024, from 2:10 p.m. to 2:30 p.m., starting at the intersection of Spring Street and Main Street, and proceeding north onto Main Street, ending at the intersection of Main Street and Madrona Avenue.

The Police Department and Public Works Department participate by controlling/detouring traffic before, during, and after the parade festivities. The school district and the parents group has requested the city to prohibit parking on Main Street during the parade. In response staff is seeking council authorization to prohibit parking will be banned from 1pm to 2:30pm on October 25th. To effectuate the prohibition, staff

will advertise the parade by multiple means including electronic signs, info in city newsletter and email-blast. Additionally, there will be signs on the sidewalk. Violators will receive tickets but will not have their vehicles towed.

To maximize safety, staff has also recommended to the school district that students should not be transported to and from the parade on the back of open flatbed trucks and instead should be transported by busses or other safer modes.

The St. Helena Unified School District is required to obtain an encroachment permit from Caltrans for the route traveled on Hwy 29.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution](#)

[SHHS Letter to City Council](#)

[Traffic Detour Example](#)

CITY OF ST. HELENA

RESOLUTION NO. 2024-

**AUTHORIZING THE ST. HELENA HIGH SCHOOL ANNUAL HOMECOMING
PARADE ON MAIN STREET AND AUTHORIZING CITY STAFF TO PROVIDE
TRAFFIC CONTROL BEFORE, DURING, AND AFTER THE PARADE.**

RECITALS

- A. St. Helena High School has requested authorization to conduct their annual Homecoming Parade on Main Street on Friday, October 25, 2024 from 2:10 p.m. until 2:30 p.m.; and
- B. The parade shall start at the intersection of Main Street and Spring Street and proceed north onto Main Street, ending at the intersection of Main Street and Madrona Avenue.
- C. City staff is able to provide the necessary controlling and detouring of traffic on Highway 29, Railroad Avenue, and the parade route; and
- D. Section 21101(e) of the California Vehicle Code provides that 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 or 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

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

- 1. The City Council hereby approves the St. Helena High School request for a Homecoming Parade on Main Street on Friday October 25, 2024, from 2:10 p.m. to 2:30 p.m.
- 2. The City Council finds that the benefits derived from authorizing the St. Helena High School Homecoming Parade, starting from the intersection of Main Street and Spring Street and ending at the intersection of Main Street and Madrona Avenue, outweigh the anticipated inconvenience to the businesses and citizens generally.
- 3. City staff is directed to provide necessary traffic control for the safety and protection of persons who are to use the portion of Main Street during the Homecoming Parade.

Approved at a Regular Meeting of the St. Helena City Council on August 13, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Patrick Kenealy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafofoulous, City Clerk



VIA EMAIL – REVISED

June 4, 2024

St. Helena City Council
1480 Main Street
St. Helena, California 94574

Dear Council Members:

The student government of St. Helena High School would like to hold our homecoming parade on Main Street on Friday, October 25, 2024.

Our first step in applying for permission to hold this parade is a resolution from the St. Helena City Council. This resolution should state the name of the organization, the date and time of the parade, the starting and ending points of the parade, and a statement that our local police department will do any necessary controlling or detouring of traffic on Highway 29.

The resolution requesting permission must be addressed to:

Permit Section, District 04
Cal Trans
P.O. Box 126
Napa, California 94558

The St. Helena High School Student Body would most appreciate if the City Council would pass such a resolution at their next meeting, as further approval must be obtained from the Napa Office of Highway Patrol and the Napa Office of Cal Trans.

Sincerely,

Benjamin L. Scinto
Principal

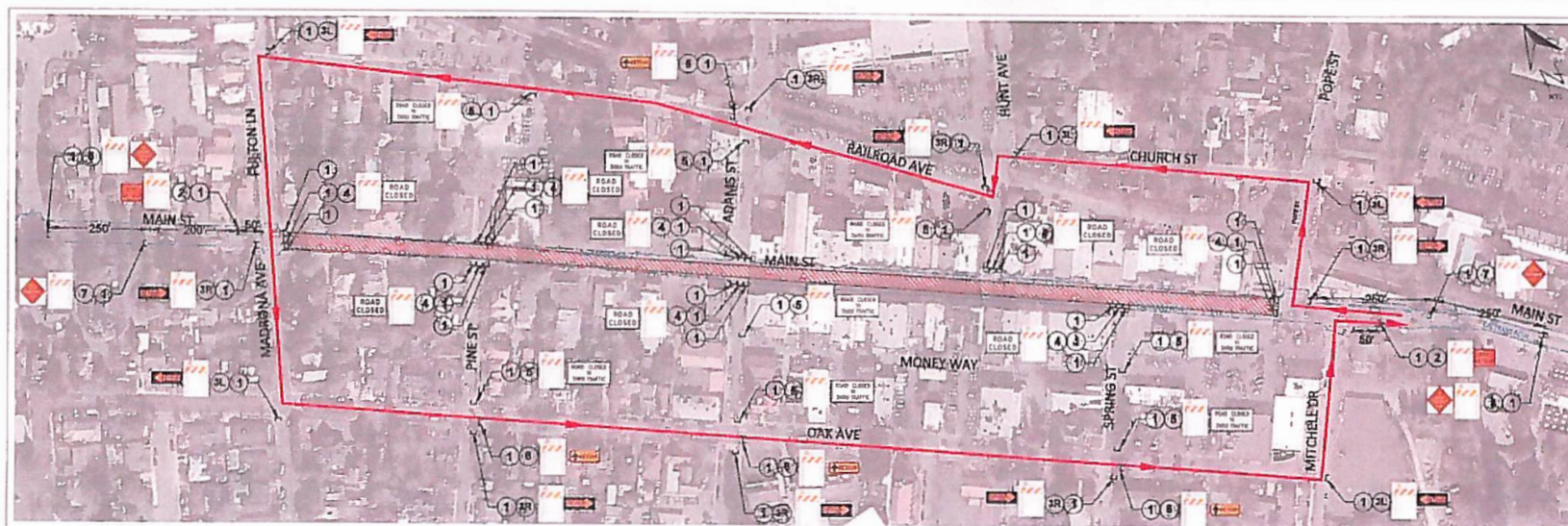
- | | | |
|----|----------------------|--------------------------|
| 1. | Organization: | St. Helena High School |
| 2. | Date: | Friday, October 25, 2024 |
| 3. | Time: | 2:10 pm to 2:30 pm |
| 4. | Starting point: | Main and Spring |
| | Ending Point: | Main and Madrona |

BOARD OF TRUSTEES

Lisa Pelosi, Shawn Moura,
Jeanmarie Wolf, Laura Symon,
Jeannie Kerr

DISTRICT ADMINISTRATION

Rubén Aurelio • Superintendent
Chris Heller • Chief Academic/Human Resources Officer
Andrea Stubbs • Chief Business Official



LEGEND

- DETOUR ROUTE FROM HIGH SCHOOL PARADE PATH
- ROAD CLOSURE WITHIN CALTRANS ROW
- CALTRANS ROW

LOCATION MAP

SIGNS / BARRICADES

- | | | | | | | | | |
|--------------------|---------|-----------|---------|---------|-------------|---------|---------|--|
| | | | | | | | | |
| 1 TYPE I BARRICADE | 2 M4-8a | 3R M4-10R | 4 R11-2 | 5 R11-4 | 6 SC 3 (CA) | 7 W20-2 | 8 W20-3 | |

- ### TEMPORARY TRAFFIC CONTROL NOTES
- Install M4-8a sign on Type I barricade 50 feet north of Madrona Avenue and Main Street and 50 feet south of Mitchell Drive and Main Street as shown on location map.
 - Install W20-2 sign on Type I barricade 250 feet south of Mitchell Drive and Main Street and 250 feet north of Madrona Avenue and Main Street as shown on location map.
 - Install W20-3 sign on Type I barricade 500 feet south of Mitchell Drive and Main Street and 500 feet north of Madrona Avenue and Main Street as shown on location map.



ST. HELENA HIGH SCHOOL

HOMECOMING PARADE
TEMPORARY TRAFFIC CONTROL PLAN