City of St. Helena
Regular City Council Meeting
Tuesday, November 12, 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@cityofsthelena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.**

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

Page

1. CALL TO ORDER

2. ROLL CALL
   Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, 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 October 22, 2024. 9 - 19

   10-22-2024 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. Pinning ceremony for:

- Officer Nicholas Degnan
- Officer Adrianna Avalos

Estimated start time: 6:30 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: 6:40 p.m.

10.1. Consideration and adoption of a Resolution authorizing Amendment #2 to STH Contract FY2023-028 with Client First Technologies for continued migration implementation technical support to City during Central Square software upgrade transition for an additional $70,000 for a total contract amount not to exceed $126,700. 21 - 47

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Staff recommends the City Council adopt the attached Resolution.
Staff Report - Pdf

10.2. Consideration and adoption of a Resolution to (1) Award the Meily Turf Installation and Irrigation Upgrade Project C22-03 to Marina Landscape Inc. in the amount of $224,000; (2) Authorize the City Manager to execute the Construction Contract with Marina Landscape Inc.; (3) Authorize the Director of Public Works to approve change order not-to-exceed 10% of the contract amount; and (4) Authorize a project Budget Amendment of $140,900 and a Budget Transfer from Fund 734 Park Impact Fees to Fund 733 of the same. 49 - 53

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: Mario Traverso, Project Manager
Recommendation:

Staff recommends approval of the attached resolution.

Staff Report - Pdf

10.3. 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 R24-79. 55 - 61

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Approve attached Resolution.

Staff Report - Pdf

10.4. Consideration of Adding 12 Level 3 electric vehicle chargers to the Oak Avenue / Money Way Public Parking Lot in Downtown St. Helena and approval of a license agreement with Tesla Inc for Installation and On-Going Maintenance of Chargers at No Cost to City and Agreement Review 63 - 174

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities
Prepared By: Andrew Bradley, Program Manager
Recommendation:
Recommend that the City Council approve and authorize the City Manager to execute the enclosed Supercharger License Agreement with Tesla Inc., so that the City of St. Helena can move forward with Tesla, Inc. to review plans and begin the permitting and approval process for adding 12 Level 3 Chargers to the City owned parking lot at Oak Avenue / Money Way.

Staff Report - Pdf
10.4 Public Comment.Chris Fowler
10.4 Public Comment.Chris Fowler attachment
10.4 Public Comment.Chris Warner 1
10.4 Public Comment. Chris Warner 2
10.4 Public Comment.Chris Warner 3

10.5. Receive and File the Fiscal Year (FY) 2023-24 4th Quarter Finance Report (unaudited). 175 - 204

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends the City Council receive and file the Q4 FY 2023-24 financial report.

Staff Report - Pdf

11. PUBLIC HEARINGS

11.1. *This item is being continued to a date certain of December 10, 2024.

~~Review of the City's Affordable Housing In-Lieu Fees and~~

~~Nonresidential/Commercial Linkage Fee Options and provide guidance to staff regarding the appropriate fees.~~

12. OLD BUSINESS

Estimated start time: 6:45 p.m.

12.1. Consideration and proposed approval of establishing a Finance Committee 205 - 215

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Adopt the attached Resolution establishing a Finance Committee and begin the recruitment process.
Staff Report - Pdf
Presentation

13. NEW BUSINESS

13.1. Adopting a resolution appointing applicants to the ATSC, Youth Advisory Member to the Parks & Rec Commission and Youth Advisory Member to the Library Board of Trustees 217 - 225

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
Adopt a resolution appointing applicants to the ATSC, Library Board of Trustees and Parks and Recreation.
Staff Report - Pdf

13.2. Approval of revisions to the Downtown St. Helena Main Street Sidewalk Rehabilitation Project – Phases 1A (Pine St. to Adams St.) for Tree Species, Size, and Scope 227 - 231

Estimated start time: 7:25 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Carlos Uribe, Assistant Public Works Operations Manager, Lesley Milton, Assistant Director of Public Works - Operations
Recommendation:
As depicted in Attachment 1, authorize a Phase 1A Project updated tree species mix of Japanese Zelkova and Chinese Pistache in the largest feasible size (i.e. 24" or 48" boxes) that can fit in the proposed tree wells AND authorize the Downtown Specific Plan consultant team to develop Phase 1B streetscapes incorporating the same size/species for the permanent Phase 1B configuration.
Staff Report - Pdf

13.3. Consideration of a Resolution: 1) Approving an Amended Employment Agreement with City Manager Anil Comelo effective July 26, 2024 and Performance Bonus, and 2) Approving the Publicly Available Pay Schedule in Accordance with the Requirement of California Code of 233 - 327

Regulations, Title 2, Section 570.5, for Executive Management.

Estimated start time: 7:40 p.m.

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

Staff Report - Pdf
13.3 Public Comment.Colleen Gillaspy
13.3 Public Comment.Kelly Wheaton
13.3 Public Comment.Kelly Wheaton2
13.3 Public Comment.Leslie Stanton
13.3 Public Comment.Stephanie Smithers
13.3 Public Comment.Pat Dell
13.3 Public Comment.Tom McBroom
13.3 Public Comment.Peter Scott
13.3 Public Comment.Richard Seiferheld
13.3 Public Comment.Norman Manzer
13.3 Public Comment.Alan Galbraith
13.3 Public Comment.Lana Ivanoff
13.3 Public Comment.Tim Hall
13.3 Public Comment.Tim Hall2
13.3 Public Comment.Aaron Barak
13.3 Public Comment.Ross Allen
13.3 Public Comment.Ellen Kieval
13.3 Public Comment.Denise Armstead
13.3 Public Comment.Maria Criscione Stel
13.3 Public Comment.Lisa Pelosi
13.3 Public Comment.Beth Whybrow Leeds
13.3 Public Comment.Lauren Galbraith
13.3 Public Comment.Donna Hardy
13.3 Public Comment.Sharon Dellamonica
13.3 Public Comment.Grace Kistner
13.3 Public Comment.Lester Hardy
13.3 Public Comment.Pamela Goldman
13.3 Public Comment.Sandra Barros
13.3 Public Comment.David Strong

13.4. Proposed Approval of a Resolution Authorizing Staffing Recommendations and Documents as Follows: 329 - 413

1. Reclassify the Assistant Public Works Director - Operations to Deputy City Manager overseeing Public Works Operations; and
2. Freeze the Assistant to the City Manager for the remainder of FY 2025; and
3. Add Assistant Planner FTE in the Community Development Department; and
4. Reclassify the Community Services Officer to Property & Evidence Technician and increase from 0.75 FTE to 1.0 FTE and establish a salary range of $69,421 - $84,382; and
5. Approve an Amendment to the Memorandum of Understanding

(MOU) Between the Police Officers Association (POA); and

6. Duly Adopt and Approve a Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 3, Section 570.5 for Employees Covered Under the POA MOU.
7. Authorizing the City Manager to Execute an Employment Agreement for the Deputy City Manager.

Estimated start time: 8:00 p.m.

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

Staff Report - Pdf
Presentation
13.4 Public Comment.Pat Dell
13.4 Public Comment.Stephanie Smithers
13.4 Public Comment.Kelly Wheaton
13.4 Public Comment.Aaron Barak
13.4 Public Comment.Sharon Dellamonica

13.5. 1. Consideration and proposed approval of a resolution granting consent to the County of Napa to renew the Napa Valley Tourism Improvement District (NVTID) and include the City of St. Helena in the renewed TID. 415 - 498

2. Consideration and proposed approval of a resolution appointing the City of St. Helena Mayor, or designee, as the City representative for the Napa Valley Tourism Corporation (NVTC).

Estimated start time: 8:15 p.m.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Staff recommends the City Council approve the attached resolutions granting consent to renew the Napa Valley Tourism Improvement District and include the City of St. Helena in the renewed TID (Attachment 5) and appointing the Mayor, or designee, to the Napa Valley Tourism Corporation (Attachment 6).

Staff Report - Pdf
Presentation
13.5 Public Comment.Amy Carabba-Salazar
Linsey Gallagher - Visit_Napa_Valley_TID_TOT_Guide_2024
Linsey Gallagher - 01. FAQS
Linsey Gallagher - FY24_Marketing_Communications_Highlights
Linsey Gallagher - FY25 VNV TID vs TOT One Pager-v1
Linsey Gallagher - Napa Valley Tourism Card10.5x6_V2
Linsey Gallagher - VNV_Tourism_Economic_Profile_2023

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 December 10, 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 November 7, 2024.

Cindy Tzafopoulos

Cindy Tzafopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1088 College Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City's web site at https://sthelena.civicweb.net and will be available for public review at the respective meeting.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, October 22, 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 Billy Summers

Absent: Council Member Patrick Kenealy

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 as presented. 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 Billy Summers
NOES: None
ABSENT: Council Member Patrick Kenealy
ABSTAIN: None
RECUSE: None

5. JOINT CITY COUNCIL AND FINANCING AUTHORITY NEW BUSINESS:

5.1 1) Recommended approval of a City Council Resolution approving: (a) the issuance of Certificates of Participation (2024 Wastewater System Improvement Project) (the “Certificates”), (b) approve the Installment Sale Agreement and the Trust Agreement (c) accept an offer to purchase the Certificates by the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the “USDA”) and (d) direct the Mayor, the City Manager and Administrative Services Director to take all necessary actions to close the financing.

2) Recommended approval of a City Council Resolution authorizing USDA obligation: (USDA mandated form authorizing similar and related actions): authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its wastewater facility to serve an area lawfully within its jurisdiction to serve.

3) Recommended approval of a St. Helena Financing Authority Resolution approving: (a) the issuance of Certificates of Participation (2024 Wastewater System Improvement Project) (the “Certificates”), (b) approve the Installment Sale Agreement and the Trust Agreement (c) accept an offer to purchase the Certificates by the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the “USDA”) and (d) direct the Mayor, the City Manager and Administrative Services Director to take all necessary actions to close the financing.

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

Mandy Kellogg, Administrative Services Director reported on the item.

No public comment was received.

Council Member Billy Summers moved to adopt a City Council Resolution approving: (a) the issuance of Certificates of Participation (2024 Wastewater System Improvement Project) (the “Certificates”), (b) approve the Installment Sale Agreement and the Trust Agreement (c) accept an offer to purchase the Certificates by the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the “USDA”) and (d) direct the Mayor, the City Manager and Administrative Services Director to take all necessary actions to close the financing.
The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

Council Member Anna Chouteau moved to adopt a City Council Resolution authorizing USDA obligation: (USDA mandated form authorizing similar and related actions): authorizing and providing for the incurrence of indebtedness

for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its wastewater facility to serve an area lawfully within its jurisdiction to serve. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

Vice Mayor Eric Hall moved Adopt a St. Helena Financing Authority Resolution approving: (a) the issuance of Certificates of Participation (2024 Wastewater System Improvement Project) (the “Certificates”), (b) approve the Installment Sale Agreement and the Trust Agreement (c) accept an offer to purchase the Certificates by the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the “USDA”) and (d) direct the Mayor, the City Manager and Administrative Services Director to take all necessary actions to close the financing. 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 Billy Summers
NOES: None
ABSENT: Council Member Patrick Kenealy
ABSTAIN: None
RECUSE: None

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

7. APPROVAL OF MINUTES

7.1 Consideration and proposed approval of Regular Meeting Minutes of October 8, 2024

Vice Mayor Eric Hall moved to approve the Regular Meeting Minutes of October 8, 2024 The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

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

ABSTAIN: None
RECUSE: None

8. PUBLIC FORUM:

Hector Marroquin addressed the City Council requesting the City Council to consider acquiring a friendship city.

Council Members Summers requested that there be a future agendized discussion regarding Hector's request, and Mayor Dohring agreed.

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

9.1 Lesley Milton, Asst. Public Works Director reported on the Urban Forest grant from RCD to fund the trees and installation.

Andrew Bradley, Program Manager reported upcoming local community events.

Dave Jahns, Director of Community Services reported on upcoming local community events and Parks & Recreation and the St. Helena Library's involvement.

Maya de Rosa, Community Development Director reported on the upcoming Downtown Specific Plan community meeting.

Joe Leach, Public Works Director reported on the hydrant flushing in various areas around the City. He also provided an update on the downtown sidewalk project.

10. PRESENTATIONS AND PUBLIC RECOGNITIONS

10.1 2024 Friends of Libraries Week Proclamation presented to Deanna Griffin, Executive Director of Friends & Foundation, St. Helena Public Library

Proclamation was presented by Council Member Anna Chouteau to Deanna Griffin, Executive Director of Friends & Foundation, St. Helena Public Library

11. STAFF BRIEFING

11.1 September 27, 2020 Glass Fire After Action Report Follow-up item to City Council by John Sorensen, Fire Chief

John Sorensen, Fire Chief provided a presentation.

Chris Warner provided a public comment on behalf of Firewise. Kelly Wheaton

provided a public comment regarding the County's process of certifying County residents who harden their property against a fire.

12. 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)

12.1 Quarterly Grant Report for FY 2023-24 Q4 for the reporting period ending June 30, 2024 and FY 2024-25 Q1 for the reporting period ending September 30, 2024.

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

12.2 Water Supply and Forecasting - September 2024

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

12.3 Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Kearney and Andrea Water Main Replacement Project, Capital Improvement Project W21-01.

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Approve attached Resolution.

12.4 Approval of a Resolution approving and authorizing the purchase of Nicor Read-Rite Lids from PACE Supply for CIP Project W24-04 SMART Meter Deployment.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Assistant Director of Public Works - Operations
Recommendation:
Approve the attached Resolution authorizing the purchase.

12.5 Resolution Approving and Authorizing Contractor Pre-Qualification of Bidders for CIP Project W24-04 SMART Meter Deployment

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Assistant Director of Public Works - Operations
Recommendation:
Adopt Resolution as presented.

12.6 Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY2024-091 in the amount of $35,000 with Oscar Larson & Associates for services to fulfill CIP Project No. W-101 Tank 2 Rehabilitation Project for a total not-to-exceed amount of $44,300.

CEQA Determination: Not a CEQA project
Prepared By: Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Staff recommends that the City Council authorize the City Manager to execute an amendment to the existing contract with Oscar Larson & Associates for an additional $35,000 for the Water Tank # 2 Rehabilitation (W-101) for a total not-to-exceed $44,300.

12.7 Resolution Honoring Senator Bill Dodd's 25 Years in Public Service

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

Council Member Anna Chouteau moved to adopt items 12.1 through 12.7 of the consent calendar. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

13. PUBLIC HEARINGS

13.1 Discussion of Potential Activities and Projects for Inclusion in the 2024 Community Development Block Grant (CDBG) Applications; and (1) Consideration of Approval of a Resolution Approving Applications for Funding, and (2) the Execution of a Grant Agreement and any Amendments thereto from the 2024 Funding Year of the State CDBG Program.

CEQA Determination: Not a CEQA project
Prepared By: Martin Beltran, Senior Management Analyst

Recommendation:
Recommendation of Approval of a Resolution Approving Applications for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2024 Funding Year of the State CDBG Program.

Administrative Services Director, Mandy Kellogg reported on the item.

No public comment was received.

Vice Mayor Eric Hall moved to approve staff's recommendation. 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 Billy Summers
NOES: None
ABSENT: Council Member Patrick Kenealy
ABSTAIN: None
RECUSE: None

14. OLD BUSINESS

None

15. NEW BUSINESS

15.1 Consideration of Adding 12 Level 3 electric vehicle chargers to the Oak Avenue / Money Way Public Parking Lot in Downtown St. Helena and Entering into an agreement with Tesla Inc for Installation and On-Going Maintenance of Chargers at No Cost to City.

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities
Prepared By: Andrew Bradley, Program Manager
Recommendation:
Recommend allowing the City Manager to sign the Supercharger License Agreement with Tesla, Inc. so that the City of St. Helena can move forward with Tesla, Inc. to review plans and begin the permitting and approval process for adding 12 Level 3 Chargers to the City owned parking lot at Oak Avenue / Money Way.

Program Manager, Andrew Bradley made a presentation on consideration of adding electric vehicle chargers to the Oak Avenue/Money Way Public Parking Lot.

Public Comment was made by Chris Warner, Garry Rose and Paul Pugh.

It was the consensus of the City Council to continue the item to a date uncertain and have staff bring it back to the City Council to review and approve the License Agreement.

The Mayor called for a ten minute recess at 8:00 pm.

Mayor Paul Dohring moved to continue the meeting beyond 9:00 pm. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

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

15.2 Consideration and Proposed Approval of a Resolution Establishing two Ad Hoc committees: (1) Finance Advisory Committee and (2) Strategic Water and Wastewater Advisory Group.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Adopt the attached resolution establishing the two committees and beginning the recruitment process.

Assistant City Manager, April Mitts provided a presentation on the proposed Ad Hoc committees.

Public Comment was made by Garry Rose, Sandra Archibald McCorkle, Chris Warner, Kelly Wheaton, Leslie Stanton, Rich Corsetti and Michelle Deasy.

Vice Mayor Eric Hall moved to move forward with the Finance Advisory Committee and table the Strategic Water and Wastewater Advisory Group for another meeting. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

The motion failed due to lack of votes.

Vice Mayor Eric Hall moved to bring back the Finance Advisory Committee decision to the November 12, 2024 regular City Council meeting and bring the Water and Wastewater Advisory Group to a different future date. 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 Billy Summers
NOES: None
ABSENT: Council Member Patrick Kenealy
ABSTAIN: None
RECUSE: None

Anil Comelo, City Manager clarified that staff will (1) work with Mayor Dohring and Vice Mayor Hall regarding the role of the Finance Committee and will bring a recommendation back to City Council on 11/12 for consideration and (2) staff will work with Mayor Dohring and Council Member Summers on the role of the Water and Wastewater Advisory Committee to bring back to City Council at a later date.

Vice Mayor Eric Hall moved to continue the meeting beyond 9:30 pm. 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 Billy Summers
NOES: None
ABSENT: Council Member Patrick Kenealy
ABSTAIN: None
RECUSE: None

15.3 Consideration of a Resolution authorizing the waiver of building and grading permit fees and certain development impact fees in an amount not to exceed $199,922 and use of Affordable Housing Trust Funds and/or Measure E Funds in an amount not to exceed $1,100,042 for the remaining balance of development impact fees and water neutrality in lieu fees in order to accommodate a proposed 40-unit affordable housing project at 0 Fountain Street (APN 009-660-005) in the High Density Residential district.

Estimated start time: 7:45 p.m.

CEQA Determination: Exempt
Prepared By: Maya DeRosa, Community Development Director

Recommendation:
Staff recommends that the City Council review and act on the request from Burbank Housing/OTSH to waive building and grading permit fees, certain development impact fees in amount not to exceed $199,922 and to use Affordable Housing Trust Funds and/or Measure E Funds in amount not to exceed $1,100,042 for the remaining balance of development impact and water neutrality fees in order to accommodate a proposed 40-unit affordable housing project at 0 Fountain Street in the High Density Residential district.

Maya DeRosa, Community Development Director provided a presentation on the item.

Jennifer La Liberte, OTSH Executive Director addressed the City Council.

Vice Mayor Eric Hall moved to approve staff's recommendation. 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 Billy Summers
NOES: None
ABSENT: Council Member Patrick Kenealy
ABSTAIN: None
RECUSE: None

16. CITY COUNCIL REPORTS:

16.1 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

Council Member Chouteau provided an update on the future closure of Clover Flat Landfill.

17. ADJOURNMENT

Mayor Dohring adjourned the meeting at 9:42 p.m.

APPROVED: **ATTEST:**

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

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	November 12, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration and adoption of a Resolution authorizing Amendment #2 to STH Contract FY2023-028 with Client First Technologies for continued migration implementation technical support to City during Central Square software upgrade transition for an additional $70,000 for a total contract amount not to exceed $126,700.
RECOMMENDED ACTION:	Staff recommends the City Council adopt the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To amend the existing Professional Services Agreement with Client First Technologies to increase funding by $70,000 allowing technical support and training to the City as part of the Central Square Technologies software upgrade.
FINANCIAL IMPACT:	The Financial Impact is a total of $70,000 for the amendment to the professional services agreement. This will be funded through GL Account 101-45-00-21-45 utilizing General Fund that was previously allocated in the FY 2024-25 Operating Budget.

BACKGROUND:

On April 18, 2023 the City entered into STH Contract: FY2023-028 with Client First Technologies to assist the City with contract negotiations with Central Square for the TRAKiT software permitting upgrade. Following this phase of work, the City amended the PSA on March 12, 2024, to allow the City to continue working with Client First Technologies assisting staff with the migration implementation technical support. The City has made good progress with the migration, however all the funds from the current PSA have been expended additional training and support will be needed before the online permit portal can go live in 2025. This PSA amendment #2 will allow for continued work and progress.

DISCUSSION:

In March 2024, the City began the online permit software implementation transition with provider Central Square Technologies. Concurrently, the City began utilizing Client First Technologies to help the Community Development staff with the time intensive process to complete the data migration, testing and training before going live. Staff has made

substantial progress with the data migration and has started training. The "go-live" date where customers would be able to apply for a building permit online and also complete payment online is anticipated to be March 2025. Between now and the go-live date, staff still needs assistance with project management and configuration and also creating online applications. This additional work is noted as "Phase 1" in the attached PSA scope of work. Post Go-Live, the City anticipates to require assistance from Client First with issue resolutions and support of the online applications, which is noted as "Phase 2" in the attached PSA scope of work.

GOAL:

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

STH Contract FY2023-028 ClientFirst Technology Consulting 04-18-2023
Resolution - STH Contract FY2023 - Client First Amendment
STH Contract FY2023- Client First Amendment #2 combined

STH Contract FY2023-028

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 18, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and ClientFirst Technology Consulting (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as CentralSquare Migration Contract Negotiation Services.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Compensation" attached hereto and made a part hereof. Total compensation shall not exceed $6,700 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials,

employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

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

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner

or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be

present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant:
ClientFirst Technology Consulting
980 Montecito Drive, Suite 209
Corona, CA 92879

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant

shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: David Krout
Name: David W. Krout
Title: Managing Partner, CPA *(Inactive)*

City:

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

CLIENTFIRST
TECHNOLOGY CONSULTING

EXHIBIT A

OPTIMAL TECHNOLOGY GUIDANCE

March 24, 2023

Mrs. Maya DeRosa
Community Development Director
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Proposal for CentralSquare Migration Contract Negotiation Services

Dear Mrs. DeRosa:

Please accept this letter as our proposal for ClientFirst to provide CentralSquare migration contract negotiation services to the City of St. Helena. We value the confidence the City has placed in our services and look forward to assisting with this project.

Scope of Work

The City has requested that ClientFirst provide its expertise and assistance with the review of the City's CentralSquare migration contract to the latest version of the TRAKIT system. Our assistance will relate to the following types of activities:

Implementation Plan (SOW) Review

- Work with the City and the selected vendor to review and finalize the Statement of Work, Implementation Schedule/Plan, Project Management Office, resource requirements, and timelines.

Contract Review and Negotiation Assistance

- Assist with contract review and negotiation assistance (in a non-legal capacity). This assumes contract review and negotiations with a single, primary vendor. Additional required and/or requested hours will be billed on a pre-approved time-and-materials basis.

Staffing

David Krout, Partner, will be the Project Director for the engagement. Tatjana Meser will be managing and coordinating the project along with Michael Truncale, Project Manager and former TRAKIT implementer. Tatjana has also extensive CentralSquare TRAKIT implementation and project management experience.

Fee Summary

Our professional fees are based on the scope and approach outlined in this proposal, plus expenses. Our standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

- Tatjana Meser - $ 205 per hour
- David Krout - $ 225 per hour
- Michael Truncale - $ 185 per hour

Texas • California • Illinois • North Carolina • 800.806.3080 • Fax 888.478.0495

Maximum Cost

This will logistically be an ongoing project. The consulting fees payable based on this agreement shall not exceed $6,700 without City approval and written authorization.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Additional Expenses

Expenses are expected to be primarily for travel, hotel, and miscellaneous, small, budgeting-related items. These expenses will be billed at cost.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payments, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.

Acceptance

If you have any questions, feel free to contact me at 951.739.7989 or via email at dkrout@clientfirstcg.com for additional information. We appreciate the opportunity of serving the City of St. Helena as one of our many satisfied clients.

Sincerely,

David W. Krout, CPA *(inactive)*
Partner
Management Consulting Practice Leader

Accepted by
The City of St. Helena

Signature *Date*

Name and Title (print)

Tatjana Meser

Manager, Enterprise Applications Consulting



Tatjana Meser has over eight years of experience with local government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows Tatjana to successfully oversee project implementations of standard and customized software.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

These business improvement and process consistency efforts have created significant cost savings through move-efficient business processes and have reduced overall implementation costs.

Having worked with numerous government agencies as a vendor, Tatjana also brings an understanding, perspective, and ability to manage all the parties necessary for delivering lasting operational success.

Highlights

- Project oversight and management services for multiple community development implementations with custom integration to financial, tax, and business licensing systems
- Industry experience includes work with City and County agencies

Agency Experience

City of Batavia
City of Beaumont
City of Carlsbad
City of Corona
City of Coronado
City of Escondido
City of Fairfield
City of Fontana
City of Glendora
City of Greenville
City of Hesperia
City of Idaho Falls
City of Keller
City of Key West
City of Lakeland
City of Larkspur
City of Mill Valley
City of Mission Viejo
City of Monrovia
City of Newark
City of Oceanside
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pinole
City of Pismo Beach
City of Rancho Palos Verdes
City of Rocklin
City of Salinas
City of San Bernardino
City of San Clemente
City of St. Cloud
City of St. Paul
City of Vacaville
City of Vallejo
City of West Covina
City of West Sacramento
City of Wood Dale
Town of Windsor
Village of Lincolnwood
Village of Oswego
Village of River Forest
Village of Westmont
County of Butte
County of Calaveras County
County of Mendocino
County of Shasta
County of Yuba
County of Hanover

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in International Studies – UC San Diego
- Project Management Institute Member – Inland Empire Chapter

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation

Project Management Institute.

> I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!
>
> —Account Clerk
> *CA Municipality*

David W. Krout, CPA *(Inactive)*

Partner – Enterprise Applications Consulting Practice Leader



David Krout has 25 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

David's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their technology utilization.

Having also worked for a leading local government enterprise software provider, David brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between the agency and software vendors.

Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO), Municipal Information Systems Association of California (MISAC), and Texas Association of Government Information Technology Managers
- Project lead with over 100 public-sector agencies throughout the United States

Agency Experience

City of Batavia
City of Bloomington
City of Brentwood
City of Brisbane
City of Burbank
City of Burlington
City of Carlsbad
City of Camarillo
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Dublin
City of Foster City
City of Gastonia
City of Healdsburg
City of Hemet
City of Highland Park
City of Indio
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Lomita
City of Manassas Park
City of Menlo Park
City of Mission Viejo
City of Murrieta
City of Pacifica
City of Palm Desert
City of Palmdale
City of Pelham
City of Piedmont
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rosemead
City of Salisbury
City of Sandpoint
City of San Gabriel
City of San Jacinto
City of Shawnee
City of Sierra Madre
City of Simi Valley
City of South Gate
City of Tustin
City of West Covina
City of West Des Moines
County of Butte
County of Buncombe
County of Denton
County of Mendocino
County of Orange
County of Riverside
County of San Bernardino
Town of Danville
Town of Groton
Town of Hillsborough
Town of Truckee
Village of Glencoe
Village of Lincolnwood
Village of Northfield
Village of Oswego
Village of River Forest
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Colton Joint Unified School District
Cucamonga Valley Water District
Gastonia Water & Power
Glendale Water and Power
HIP Housing
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Midpeninsula Regional Open Space District
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rock River Reclamation District
Rosamond Community Services District
Salisbury-Rowan Utilities
San Bernardino Municipal Water
Southern California Coastal Water Research (SCCWRP)
Walnut Valley Water District
West County Wastewater District
Western Municipal Water District
Mechoopda Indian Tribe
Eastern Band of Cherokee Indian

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration and Accounting – CSU San Bernardino

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations

CPA
Certified Public Accountant
(Inactive)

> **It has been absolutely key to this project that ClientFirst, especially Dave, knows the governmental environment, its limitations and its opportunities.**
>
> —Director of Administrative Services
> *CA Municipality*

Michael Truncale

Enterprise Applications Senior Management Consultant

Michael Truncale has over 14 years of experience working directly with municipalities and government agencies with software implementations. His experience includes business process assessments, project planning, software implementation, application configuration, custom integrations, scoping customization needs, managing multiple teams across disciplines, process documentation, and project management related to enterprise applications.

Having worked for a leading local government enterprise software provider, Michael brings a strong understanding of software implementation, consulting, process knowledge, and functional knowledge, along with the customers' needs and concerns throughout and post-implementation.

Michael's in-depth agency process knowledge, technical and functional background, and his passion for helping people enables him to easily identify gaps in processes and quickly provide quantifiable solutions.

Highlights

- Business process gap analysis
- Multi-phased agency-wide software implementations
- Extensive knowledge of business and technical processes pertaining to enterprise applications
- Facilitator between C-level and functional roles

Agency Experience

City of Ann Arbor
City of Bellingham
City of Brentwood
City of Bryan
City of Canton
City of College Station
City of Colleyville
City of East Palo Alto
City of Edmond
City of Emeryville
City of Elk Grove
City of Escondido
City of Gladstone
City of Golden
City of Greeley
City of Greer
City of Helena
City of Medford
City of Norwalk
City of Novato
City of Pearland
City of Pflugerville
City of Poway
City of Prescott
City of Round Rock
City of Sammamish
City of San Marcos
City of Tracy
City of Tukwila
City of Walla Walla
City of Westminster
City of Wildwood
Glenn County
Hanover County
Lewis and Clark County
Lincoln County
Manatee County
Nassau County
Spotsylvania County
Summit County
Yuma County
Town of Castle Rock
Town of Flower Mound
Town of Parker
Town of Windsor
Town of Woodside



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Business Administration – California State University of San Marcos
- Project Management Institute Member – San Diego Chapter

SPECIALTIES

- Project Management
- Implementation Project Management
- Business Process Reviews
- Current System Needs Analysis and Improvement
- Project Management Oversight
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go-Live Plan Creation

Project Management Institute.

First of all, great work. You are an elite communicator. It's honestly your best skill and to be clear you are top notch in everything else.

—Senior Information Systems Analyst
CA Municipality

Michael...the speed of this delivery is amazing and the deliverable is just so clean. Well done. I'm looking forward to working more with you.

—Senior Information Systems Analyst
CA Municipality

CITY OF ST. HELENA

RESOLUTION NO 2024-

AUTHORIZING: AMENDMENT #2 FOR PROFESSIONAL SERVICES AGREEMENT WITH CLIENT FIRST; STH CONTRACT NO: 2023-028 PERTIANING TO CONTINUING SUPPORT WITH MIGRATION IMPLEMENTATION SERVICES TO CITY DURING CENTRAL SQUARE SOFTWARE UPGRADE TRANSITION FOR AN ADDITIONAL $70,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $126,700.

RECITALS

A. On April 18, 2023, The City of St. Helena and Client First Technologies entered into an agreement to provide support to the Community Development Department with negotiating the technical software needs and contract for the TRAKiT software upgrade with Central Square Technologies; and

B. Following the completion of that scope of work, on March 12, 2024, the City entered into PSA Amendment #1 to continue utiziling Client First Technologies to provide Central Square migration project management and assisting with project milestons; and

C. The budget of PSA Amendment #1 has been expended and there remains additional assistance needed with 1) project management and process redefinition services with the main goal of creating online applications; and 2) support to the City related to resolving issues with online applications post go-live in spring 2025; and

D. The City of St. Helena and Client First Techologies now desire to amend the Agreement for an additional $70,000 for a total amount not-to-exceed $126,700.

RESOLUTION

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

1. Authorizes the City Manager to execute Amendment No. 2 to STH Contract: FY2023-028 in the amount of $70,000 with Client First Technologies for a total contract amount not-to-exceed $126,700.

2. Funding is as follows:

Funding Details	**Fund**	**GL Account**	**Amount**
Previously Authorized in the FY 2023-24 Operating Budget	General Fund	101-45-00-21-45	56,700
Previously Authorized during FY 2024-25 Mid Cycle Budget Update	General Fund	101-45-00-21-45	50,000
Available Funding Identified in FY 2024-25 Operating Budget	General Fund	101-40-00-20-15	20,000
Budget Transfer From	General Fund	101-40-00-20-15	(20,000)
Budget Transfer To	General Fund	101-45-00-21-45	20,000
Total			**126,700**

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Kenealy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

AMENDMENT #2

FOR PROFESSIONAL SERVICES AGREEMENT WITH CLIENT FIRST TECHNOLOGIES; STH CONTRACT NO: 2023-28 PERTAINING TO CONTINUATION OF MIGRATION IMPLEMENTATION SERVICES TO CITY DURING CENTRAL SQUARE SOFTWARE UPGRADE TRANISTION FOR AN ADDITIONAL $70,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $126,700.

This Second Amendment to Professional Services Agreement with Client First Technologies STH Contract: FY 2023-028 dated April 18, 2023 ("Agreement") is made as of this ____ day of _____, 2024 by and between the City of St. Helena and Client First Technologies, Inc.

RECITALS

A. On April 18, 2023, The City of St. Helena and Client First Technologies entered into an agreement to provide support to the Community Development Department with negotiating the technical software needs and contract for the TRAKiT software upgrade with Central Square Technologies; and

B. Following the completion of that scope of work, on March 12, 2024, the City entered into PSA Amendment #1 to continue utiziling Client First Technologies to provide Central Square migration project management and assisting with project milestones; and

C. The budget of PSA Amendment #1 has been expended and there remains additional assistance needed with 1) project management and process redefinition services with the main goal of creating online applications; and 2) support to the City related to resolving issues with online applications post go-live in spring 2025 in accordance with the scope of work attached (Exhibit A); and

D. The City of St. Helena and Client First Techologies now desire to amend the Agreement for an additional $70,000 to complete the additional scope of work described in Exhibit A for a total amount not-to-exceed $126,700.

.

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. The total compensation that may be paid under the Agreement as set forth in Section 4.A is hereby amended to an amount that shall not exceed $126,700.

2. Scope of Services. The Scope of Services as set forth in the Agreement is hereby amended to include the additional scope of work attached hereto and incorporated herein as Exhibit A.

3. 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.

CLIENT FIRST TECHNOLOGIES

By: _____

Print Name:_____

Title: _____

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney, St. Helena

CITY OF ST. HELENA
a Municipal Corporation

By:_____
Print Name: Anil Comelo
Title: City Manager

ATTEST:

_____
City of St. Helena City Clerk
Cindy Tzafopolous

EXHIBIT A

CLIENTFIRST TECHNOLOGY CONSULTING

OPTIMAL TECHNOLOGY GUIDANCE

September 30, 2024

Mr. Anil Comelo
City Manager
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

RE: Proposal for the Extension of Community Development Migration Assistance Services

Dear Mr. Comelo:

Please accept this letter as our proposal for ClientFirst to extend migration services to the Community Development system, including assistance with online application setup and process redefinition.

Scope of Work

The deliverables for this proposal are an extension of the services included in the Agreement for Services dated May 17, 2023, with the City of St. Helena. The services are being extended to provide additional assistance in 2 phases.

Phase 1 – New Integrations and Online Applications Go Live

Phase 1 will include the extension of project management assistance and configuration and process redefinition services, with the main goal of creating online applications.

Phase 2 – Post Go-Live Assistance

Phase 2 will include services to assist the City with issue resolutions and support of the online applications after Go Live.

Fees

Our professional fees are based on the estimated time required to complete the consulting requests and the individuals performing the specific elements of those requests. Travel, if necessary, will be invoiced at cost and will be submitted to the City for approval prior.

This engagement will be billed on a time-and-materials basis using the hourly rates outlined below, which remain at the original contracted rates. Consulting fees for this extension are estimated at $70,000. This estimation assumes migration assistance, online applications, and process redefinition services through the end of June 2025.

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. If the nature or scope of our work should change significantly during the project, we would discuss such matters and their effect on our fees and obtain written approval before proceeding.

California • Illinois • North Carolina • Texas • 800.806.3080 • Fax 888.478.0495

The following is an estimated hourly rate schedule for consulting services covered by this extension:

Phase Breakdown	
Phase	**Amount**
Phase 1	$ 50,000
Phase 2	$ 20,000
Total:	$70,000

Summary Rates Time-and-Materials	
Consultant Level	**Hourly Rate**
Project & Quality Assurance Director	$ 210
Applications Consultant/ Project Manager	$ 195
Partner	$ 225

Billing Terms

Invoices will be submitted monthly with detailed descriptions of the services rendered and hours invoiced.

Payment is expected within thirty (30) days after the receipt of the invoice.

If you have any questions, feel free to contact me at 951.739.7989 or via email at dkrout@clientfirstcg.com for additional information. We appreciate the continued opportunity to serve the City of St. Helena.

Sincerely,

David Krout
Managing Partner
Management Consulting Practice Leader

Accepted by

City of St. Helena, CA

Signature *Date*

Name and Title (print)

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	November 12, 2024
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration and adoption of a Resolution to (1) Award the Meily Turf Installation and Irrigation Upgrade Project C22-03 to Marina Landscape Inc. in the amount of $224,000; (2) Authorize the City Manager to execute the Construction Contract with Marina Landscape Inc.; (3) Authorize the Director of Public Works to approve change order not-to-exceed 10% of the contract amount; and (4) Authorize a project Budget Amendment of $140,900 and a Budget Transfer from Fund 734 Park Impact Fees to Fund 733 of the same.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	City Council approved the plans and the authorization to advertise for bids for this project on June 25, 2024, Resolution 2024-095.
STATEMENT OF THE PURPOSE:	To award the Meily Turf Installation and Irrigation Upgrade Project C22-03 to Marina Landscape Inc.
FINANCIAL IMPACT:	The financial impact of awarding this project to Marina Landscape Inc. is $246,400, which includes an additional $22,400 for a 10% contingency of the contract amount. This project is funded via Park Impact Fees in the amount of $105,000. An additional appropriation of Park Impact Fee funding of $140,900 will be allocated to the project for a total use of Park Impact funds in the amount of $246,400 per the Capital Improvement Program project sheet, attached.

BACKGROUND:

The sports field at Meily Park was originally developed in 2003. The turf surface, subsurface soil section, and irrigation system have reached the end of their serviceable life. A Capitol Improvement Project was created in 2022 to address the sports field needs which included the installation of a new irrigation system, surface grading and the installation of a new turf surface. The project has experienced delays in delivery due to certain design complications, delayed engineering services, and staff transitions. Recently staff redeveloped the project, prepared contract documents, specifications and solicited bids to complete the work.

DISCUSSION:
A notice inviting bids was posted to the City of St. Helena's website and posted at area construction plan rooms and exchanges on August 1, 2024, for the Meily Park Turf and Irrigation Upgrade Project. On August 22, 2024, no bids were received.

A notice inviting bids was reposted to the City of St. Helena's website and posted at area construction plan rooms and exchanges on September 5, 2024, for the Meily Park Turf and Irrigation Upgrade Project. On September 26, 2024, two bids were received.

The bid results are as follows:

Company	Base Bid
Marina Landscape Inc.	$224,000
Bauman Landscape and Construction Inc.	$474,000

City Staff reviewed all bids and find Marina Landscape Inc. to be the lowest responsible and responsive bidder. Marina Landscape Inc. holds a valid Class A Contractor's License, No. 492862, with no enforcement actions listed. Their license expires 6/30/2026. City Staff has determined that Marina Landscape Inc. satisfies the bidding requirements for the project and their licensing qualifies them to complete the project.

The attached FY25 updated Capital Improvement Program project sheet reflects the need for an additional $140,900 for construction-related activities for an additional Park Impact Fees funding appropriation of $140,900.

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution - Project C22-03 Meily Park Upgrades
C22-03 CIP Page

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Resolution (1) Awarding the C22-03 Meily Park Turf Installation and Irrigation Upgrade Project to Marina Landscape Inc. in the amount of $224,000; (2) Authorizing the City Manager to execute the construction contract with Marina Landscape Inc.; (3) Authorizing the Director of Public Works to approve change orders not-to-exceed 10% of the contract amount; and (4) Authorizing a project Budget Amendment of $140,900 and a Budget Transfer from Fund 734 Park Impact Fees to Fund 733 Civic CIP of the same.

RECITALS

A. The project plans for the C22-03 Meily Park Turf Installation and Irrigation Upgrade Project were approved by the City Council on June 25, 2024; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220, on September 5, 2024, a notice inviting bids was posted and distributed to contractors inviting bids for the C22-03 Meily Park Turf Installation and Irrigation Upgrade Project; and

C. On September 26, 2024, two (2) bids were received and opened in accordance with applicable law; and

D. The lowest responsive and responsible bidder for the Project was Marina Landscape Inc, of Orange CA in the amount of $224,000; and

E. City staff has determined that Marina Landscape's bid satisfies the bidding requirements for the project; and

F. City staff has verified that Marina Landscape possesses a valid Contractor's License, number 492862, that qualifies Marina Landscape to complete the project; and

G. The Meily Park Turf Installation and Irrigation Upgrade Project has been found to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of Title 14 of the California Code of Regulations as it consists of minor alterations of existing facilities.

RESOLUTION

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

1. Awards the C22-03 Meily Park Turf Installation and Irrigation Upgrade Project to Marina Landscape Inc. in the amount of $224,000; and

2. Authorizes the City Manager to execute a construction contract in the amount of $224,000 with Marina Landscape Inc. for the C22-03 Meily Park Turf Installation and Irrigation Upgrade Project; and
3. Authorizes the Director of Public Works to approve change orders not-to-exceed $22,400, or 10%, of the contract amount; and
4. Authorizes a project budget amendment of $140,900 and a budget transfer from Fund 734 Park Impact Fees to Fund 733 Civic CIP of the same.
5. Funding is provided as follows:

Funding Details	**Fund**	**GL Account**	**Amount**
Funded Through Park Impact Fees	Civic CIP	733-50-10-31-60	105,500
Funded with Park Impact Fees Balance Transfer	Civic CIP	733-50-10-31-60	118,500
Funded with Park Impact Fees Balance Transfer	Civic CIP	733-50-10-31-70	22,400
Budget Transfer From (1)	Park Impact Fee Fund	734-40-00-29-99	(140,900)
Budget Transfer to (1)	Civic CIP	733-39-98-00-00	140,900
Total			**246,400**
(1) Transfer will be based on actual expenditures no to exceed $140,900.			

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Kenealy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

Jacob Meily Park Drainage Site Survey and Installation of New Turf and Upgrade Irrigation

Project No: **C22-03**

Category **Civic**

Project Location: **Jacob Meily Park St. Helena**

Responsible Department: **Public Works**



PROJECT PURPOSE & DESCRIPTION: FY 23 conduct a site survey to address drainage and FY 24 install new turf and upgrade irrigation.
Moved out 1 year due to Water Emergency

NOTES: FY23 - P&R Commission Direction - (1) proceed with design in FY 23 and construction in FY 24; Add to scope for design - Astroturf vs. grass.
FY24 - change budget for design; keep overall budget but increase construction; assume consultant to develop topographic survey and grading/irrigation design.
FY25 - authorize to bid per Reso 2024-095 on 06/25/24; project to bid FY25Q1, Construction FY25Q2. Award of contract to Marina Landscape presented to council 11/12/24.

EXPENDITURE ACCOUNTS: **Fund**: 733 **Dept**: 5010

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3110 - Design	13,574	6,426						20,000
3160 - Construction Contract			224,000					224,000
3170 - Contingency			22,400					22,400
EXPENDITURE TOTALS	13,574	6,426	246,400					266,400
FUNDING SOURCES								
734-Park Impact Fees	13,574	6,426	246,400					266,400
FUNDING TOTALS	13,574	6,426	246,400					266,400

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	November 12, 2024
FROM:	Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	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 R24-79.
RECOMMENDED ACTION:	Approve attached Resolution.
PREVIOUS COUNCIL ACTION:	City Council approved the plans and specifications for this project and authorized the advertisement for bids on March 26, 2024, Resolution 2024-038; and City Council awarded the contract to Argonaut Constructors on May 28, 2024, Resolution 2024-075.
STATEMENT OF THE PURPOSE:	Direct the filing of the Notice of Completion for the Pavement Restoration Project, Capital Improvement Project R24-79.
FINANCIAL IMPACT:	See summary below.

BACKGROUND:

The Pavement Restoration Project, Capital Improvement Program R24-79, was the annual pavement maintenance and restoration project administered by the City in FY 2024, part of the *5-Year Pavement Management Plan* adopted by City Council on December 12, 2023. The plans were developed by Coastland Consulting Engineers and included the resurfacing of many high priority roadway segments.

A Notice Inviting Bids was posted on April 11, 2024, and five bids were received and opened publicly on May 2, 2024. Argonaut Constructors was found to be the lowest responsible and responsive bid with a base bid of $2,197,940. City Council approved a budget increase and a budget transfer of $1,315,224 from Fund 240 (Measure T) to fund the project's total cost of $2,417,734, which included a 10% construction contingency.

DISCUSSION:

The R24-79 Pavement Restoration Project represents Year 1 of the *5-Year Pavement Management Plan,* the scope of the project including the restoration of sections of the following streets:

- Pratt Avenue

- Birch Avenue
- Edwards Street
- Hunt Avenue
- Spring Street
- Sylvaner Avenue
- Chablis Circle
- Chardonnay Way
- Pinot Way
- Colomnard Court
- Vidovich Lane

Work commenced on the Pavement Restoration Project R24-79 in July 2024 and was generally completed in September 2024. The project included approximately 4.1 miles of roadway rehabilitation throughout the City, the installation of 12 ADA access points, and 2,500 square feet of new crosswalk and roadway striping.

Expenditure Summary - R24-79 Pavement Restoration Project (Argonaut Constructors):

Expenditures	Award	Actual
Original Contract Items	$2,197,939.77	$2,197,940.00
Contingency	$219,793.98	$2,819.00
Change Orders		
Total	**$2,417,713.75**	**$2,200,759.00**

Argonaut's final construction contract amount is $2,200,759. In **Exhibit A** for R24-79, the total construction contract amount of $2,649,648 includes the contract with Maggiora & Ghilotti Inc. for the Kearney & Andrea project. This contract was integrated into the overall scope to enhance efficiency. The Notice of Completion (NOC) Maggiora & Ghilotti was previously completed under Resolution 2024-144, while the NOC for this staff report pertains solely to the Argonaut Constructors scope of work.

Upon approval of the resolution accepting the completion for the project, staff will file the appropriate notifications with the County and close out the project.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Resolution 1
Exhibit A
R24-79 CIP Page

CITY OF ST. HELENA

RESOLUTION NO. 2024-

ACCEPTING THE WORK AND FINAL PROJECT CONSTRUCTION COSTS OF $2,200,759 AND DIRECTING THE FILING OF THE NOTICE OF COMPLETION FOR THE R24-79 PAVEMENT RESTORATION PROJECT

RECITALS

A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on March 26, 2024; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on April 11, 2024, a notice inviting bids was posted and mailed to contractors for the R24-79 Pavement Restoration Project; and

C. On May 2, 2024, five (5) bids were received and opened in accordance with applicable law; and

D. The lowest responsive and responsible bidder for the Project was Argonaut Constructors in the amount of $2,197,939.77; and

E. On May 28, 2024, the City of St. Helena Council awarded the R24-79 Pavement Restoration Project to Argonaut Constructors in the amount of $2,197,939.77, and authorized the City Manager to execute a construction contract in the amount of $2,197,939.77 with Argonaut Constructors for R24-79 Pavement Restoration Project, and authorized the Director of Public Works to approve change orders not-to-exceed 10% of the contract amount; and

F. The final construction contract amount is $2,200,759.00; and

G. The project has been inspected and Argonaut Constructors has completed the work in accordance with the contract documents for the project; and

H. If no liens or claims have been filled within 35 days of filing the Notice of Completion, the retained payment funds, and any amount due will be released to Argonaut Constructors.

RESOLUTION

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

1. The contract entitled R24-79 Pavement Restoration, with the final project construction costs of $2,200,759 is accepted as complete; and

2. The Public Works Director/City Engineer is authorized to release retention and prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.
3. The project funding is depicted in the attached **Exhibit A** and authorized under this action.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2024 by the following vote:

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

APPROVED: ATTEST:

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

EXHIBIT A

RECONCILIATION FOR CONSTRUCTION OF PROJECT R24-79

Project	Expenditure Category	Funding Source	Approved Contract Amount	Actual Project Expenses	Difference
R24-79 (FY25) Pavement Restoration - Argonaut Contract FY2024-075					
	Construction	240	$2,197,940	$2,197,940	$0
	Contingency	240	$219,794	$2,819	-$216,975
		Total - Argonaut	**$2,417,734**	**$2,200,759**	**-$216,975**
R24-79 (FY25) Pavement Restoration - Included with Kearney & Andrea Project Contract FY2024-067. NOC approved Resolution 2024-144.					
	Construction	240	$344,609	$344,609	$0
	Contingency	240	$51,691	$104,280	$52,589
		Total - Maggiora & Ghilotti	**$396,300**	**$448,889**	**$52,589**
		Construction Total	**$2,814,034**	**$2,649,648**	**-$164,386**

Design done previous to construction contract and not included in total for this reconciliation.

Pavement Restoration FY24 Design/FY 25 Construction

Project No: **R24-79**

Category **Streets**

Project Location: **St. Helena, CA 94574**

Responsible Department: **Public Works**



PROJECT PURPOSE & DESCRIPTION: Rehabilitate streets throughout the City with various surface treatments (i.e. slurry seal, micro-surface, and overlay). Curb ramp upgrades may be part of projects as needed. Council approved a five-year list of streets on February 13, 2018.
Design FY 24
Construction FY 25

NOTES: FY24 - new 5-year list to be adopted by Council in Fall 2023 after completion of updated Pavement Management Plan; budget based upon Measure T projection.
FY24 - Resolution 2024-075 - Adopted May 28, 2024 - Added Funds to Scope & authorized construction contract;
FY25 - Rollover Funding Update: $449k spent as part of project W21-01 (NOC for W21-01 presented at CC meeting 10/22/2024), this leaves a balance of $1,288,986 remaining in the Rollover to FY25 funds as of 10/22/2024.
FY25 - NOC presented to City Council on 11/12/2024 and budget reconciled to reflect actual construction costs as referenced in staff report on **Exhibit A.**

EXPENDITURE ACCOUNTS: **Fund:** 741 **Dept:** 5014

EXPENDITURES	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	PROJECT TOTAL
3110 - Design	105,848							105,848
3150 - Construction Management								0
3160 - Construction Contract		1,440,049	1,102,500					2,542,549
3170 - Contingency		107,099						107,099
EXPENDITURE TOTALS	105,848	1,547,148	1,102,500					2,755,496
FUNDING SOURCES								
240-Measure T	105,848	1,547,148	1,102,500					2,755,496
FUNDING TOTALS	105,848	1,547,148	1,102,500					2,755,496

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration/Planning

DATE:	November 12, 2024
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Consideration of Adding 12 Level 3 electric vehicle chargers to the Oak Avenue / Money Way Public Parking Lot in Downtown St. Helena and approval of a license agreement with Tesla Inc for Installation and On-Going Maintenance of Chargers at No Cost to City and Agreement Review
RECOMMENDED ACTION:	Recommend that the City Council approve and authorize the City Manager to execute the enclosed Supercharger License Agreement with Tesla Inc., so that the City of St. Helena can move forward with Tesla, Inc. to review plans and begin the permitting and approval process for adding 12 Level 3 Chargers to the City owned parking lot at Oak Avenue / Money Way.
PREVIOUS COUNCIL ACTION:	• September 27, 2016 - City Council adopted a resolution authorizing EVgo to install DC Fast Charging Stations in the same parking lot. The two chargers can charge up to four vehicles. The contract expired with EVgo in September 2024. • April 24, 2018 - The City Council approved the planned Downtown Restroom Project bid package and project. The restrooms were completed in December 2020. • August 23, 2022 - The City Council received a report in response to 2021-2022 Napa County Civil Grand Jury Report titled "Napa County's Climate Action Committee: Where's the Action?" ... one of the items listed that the City of St. Helena had done was install the EVgo chargers. • October 22, 2024 - The City Council received a presentation and report on installing new Level 3 Chargers in the Oak Avenue / Money Way Parking Lot. They were supportive, but wanted to be able to review the agreement prior to taking action.
STATEMENT OF THE PURPOSE:	The purpose of this project is to provide more electric vehicle (EV) charging for all types of electric vehicles while furthering our climate goals, and induce EV drivers to visit, shop, and dine in St. Helena.

FINANCIAL IMPACT:	There is no direct fiscal impact as a result of this action. Under the proposed Agreement, Tesla will be responsible for all costs associated with electric service upgrades, equipment procurement, installation, maintenance, operation, and electricity use related to the Tesla charging stations.

BACKGROUND:
The City of St. Helena entered into an agreement with EVgo to install two chargers, charging up to four vehicles in the Oak Avenue / Money Way Downtown Parking Lot on September 20, 2016. That agreement expired on September 5, 2024. On February 21, 2024 EVgo was sent a Letter of Termination notifying them that the City of St. Helena would not be renewing its agreement to keep the current chargers. Staff from the City of St. Helena met with Tesla and Integrative Charging to provide options that would help the City provide more charging capacity to residents, community members, businesses, and visitors. The City also looked at the option of owning, operating, and maintaining chargers (for example through ChargePoint), but determined that initial startup costs, ongoing maintenance, and setting pricing were outside of the City's expertise and could create a financial liability.

On October 22, 2024, the City Council received a report and presentation regarding options for installing new EV Chargers in the Oak Avenue / Money Way Parking Lot. The City Council was generally supportive of the project and recommendations, but wanted to review the agreement prior to taking final action.

DISCUSSION:
October 22, 2024 Staff Report and Presentation are attachments to this report.

After the October 22, 2024, City Council meeting and with the direction from the City Council during that meeting City staff and the City Attorney took the comments received and worked with Tesla to finalize an agreement to install 12 Level 3 Chargers in the Oak Avenue / Money Way Parking Lot.

ENVIRONMENTAL REVIEW: None.

GOAL:

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

DOCUMENTS ATTACHMENTS:

Tesla Supercharger Agreement - St. Helena CA - 1301 Money Way (BBK)-c1
EV Charger - Tesla Inc Resolution - 11-12-2024

Level 3 Charging - Oak Avenue Lot - October 22, 2024 v3
10-22-2024 Staff Report - Chargers for Oak Avenue _ Money Way Lot 2024 - Pdf

SUPERCHARGER LICENSE AGREEMENT

This License Agreement (this "License") is effective as of the date it is fully executed (the "Effective Date") by and between Licensor (as defined below) ("Licensor") and Tesla, Inc., a Delaware corporation ("Licensee"). Licensor and Licensee are each referred to herein as a "Party" and collectively as the "Parties." Clause references are to clauses in the Key Terms, and section references are to sections in the General Terms and Conditions (Exhibit B). Exhibit A and Exhibit B are incorporated by reference in this License. In the event of a conflict between the Key Terms and Exhibit B, the Key Terms shall prevail.

Key Terms

(a)	**Licensor**	City of St. Helena, a California municipal corporation**.**
(b)	**Property** (Section 1)	Commonly known as City of St Helena Public Parking Lot, located at 1301 Money Way, St Helena, CA 94574 (the "Property")**.**
(c)	**Licensed Area** (Section 1)	Sixteen (16) parking spaces, ten (10) feet of additional parking width to provide disability access and approximately four hundred (400) square feet of space for equipment on the Property, all as depicted on Exhibit A (the "Licensed Area")**.**
(d)	**Charging Stalls** (Section 1)	Twelve (12) charging stalls. Parking spaces in the Licensed Area shall be outfitted for charging with DC charge posts ("Superchargers") and shall serve as dedicated charging stalls.
(e)	**Due Diligence Period** (Section 2)	365 days following the Effective Date ("Due Diligence Period")
(f)	**Commencement Date** (Section 4)	Within 365 days following the end of the Due Diligence Period.
(g)	**Base Term** (Section 5)	Ten years from the last day of the month in which the Commencement Date occurs (the "Base Term").
(h)	**Renewal Term** (Section 5)	Periods of five years (each a "Renewal Term").
(i)	**Termination Notice** (Section 5)	At least eighteen (18) months (the "Notice Period").
(j)	**Special Terms and Conditions**	None.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this License as of the date signed below.

LICENSOR:	**LICENSEE:**
City of St. Helena, a California municipal corporation	Tesla, Inc. a Delaware corporation
By: _____	By: _____
Name: Anil Comelo	Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____
E-mail for notices: acomelo@cityofsthelena.gov	**E-mail for notices:** superchargerhost@tesla.com
Phone number for urgent issues: 707-968-2743	**Phone number for urgent issues:** 725-223-2400

EXHIBIT A
Licensed Area
1301 Money Way, St Helena, CA 94547

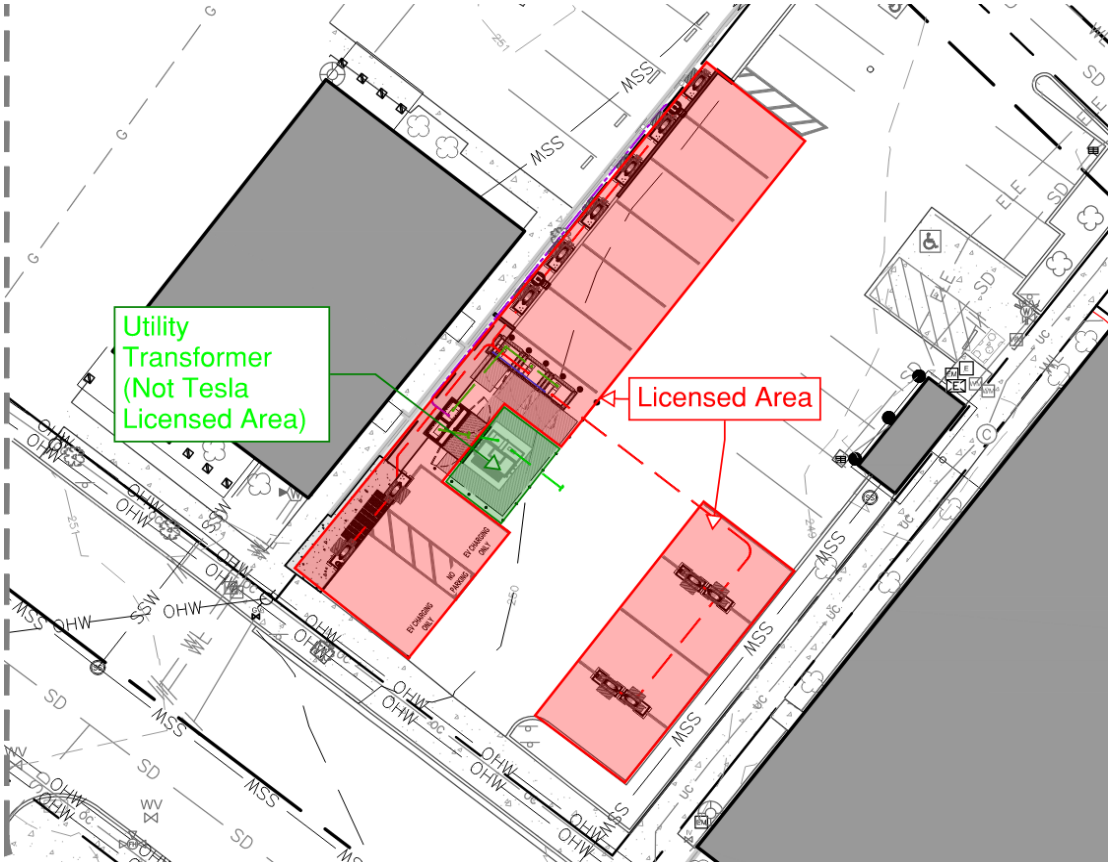




Exhibit A to License Agreement – Page 2 of 2

Exhibit B
General Terms and Conditions

1. **Licensed Area**. Licensor hereby grants to Licensee the right to use the Licensed Area pursuant to Section 6, to install, operate and maintain a Supercharger Station (defined below), together with the right of ingress and egress to the Licensed Area. This License shall not create any leasehold interest in the Property.

   The "Supercharger Station" shall consist of: (a) Superchargers, Wall Connectors (if indicated in Clause (d)), signage and power electronics equipment to provide charging to the charging stalls described in Clause (d) and other trade fixtures determined by Licensee that may include, without limitation, a canopy, solar panels, an energy storage system and fence or other visual barriers (collectively, the "Trade Fixtures"); and (b) necessary utility infrastructure, which may include, without limitation, a utility transformer, metering equipment, switchgear, conduit, wiring and foundations (collectively, the "Infrastructure").

2. **Due Diligence Period.** Licensee shall have the option to terminate this License within the Due Diligence Period in the event that: (a) Licensee is unable to obtain all permits and approvals required by applicable governing bodies; or (b) Licensee, in its reasonable business judgment, determines that it would incur substantial unanticipated costs to complete Licensee's Work (defined in Section 3) or that there is insufficient demand for charging to justify building the Supercharger Station. In the event that Licensee terminates the License pursuant to this Section 2, Licensee shall deliver written notice of termination to Licensor and this License shall be of no further force or effect.

3. **Alterations**. Licensee shall, at its' sole cost, make alterations to the Licensed Area to install the Supercharger Station ("Licensee's Work"). Licensee's Work shall only occur after: (a) Licensor has approved the plans and specifications in writing; and (b) Licensee has obtained all permits and approvals required by applicable governing bodies. Once Licensee's Work begins, it shall proceed with diligence and continuity until complete. Licensee may upgrade or replace its Trade Fixtures in its sole discretion during the Term, provided that any other alterations to the Supercharger Station shall be approved in advance by Licensor. Licensor's approval of the plans and specifications shall not be unreasonably withheld, conditioned or delayed. Licensee shall promptly repair any damage to the Property caused by Licensee, its agents, contractors and employees (collectively, "Licensee Parties") while performing Licensee's Work.

4. **Commencement Date.** The Supercharger Station shall be operational (the "Commencement Date") within the time period specified in Clause (f) of the Key Terms, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Licensee's control. Licensee shall deliver written notice to Licensor promptly following the Commencement Date to confirm such date as the start of the Base Term for recordkeeping purposes.

5. **Term and Termination**. The term of this License shall begin on the Commencement Date and shall expire at the end of the Base Term. Upon expiration of the Base Term, this License shall automatically renew for successive Renewal Terms (Renewal Term(s) together with the Base Term, the "Term"), subject to termination pursuant to this Section 5. Either Party, in its sole discretion and without cause, may terminate this License during any Renewal Term by delivering advance written notice of termination to the other Party specifying a termination date that follows the Notice Period and occurs during a Renewal Term.

6. **Use**. Licensee may use and occupy the Licensed Area during the Term to install, operate and maintain a Supercharger Station and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system, and for any other lawful use (the

"Permitted Use"). Licensee is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week.

7. **Removal**. On or before the final day of the Term, Licensee shall, at its' sole cost, remove the Trade Fixtures, leave the Infrastructure in a safe condition, and restore the Licensed Area to the condition that existed as of the first day of the Term, subject to exceptions for reasonable wear and tear. Licensor agrees that the Trade Fixtures are and shall remain the property of Licensee, and the Infrastructure shall become the property of Licensor upon termination of this License (except that Infrastructure upstream of the meter is and shall remain the property of the utility).

8. **Utilities**.

   A. **Service.** Licensee agrees to arrange and pay the charges for all Licensee-related utility services provided or used in or at the Licensed Area during the Term. Licensee shall pay directly to the utility company the cost of installation of any and all such Licensee-related utility services and shall arrange to have the utility service separately metered. Licensor shall not be responsible for any damages suffered by Licensee in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Licensor's gross negligence or intentional misconduct.

   B. **Access.** Licensor grants to Licensee the right to receive utility services including but not limited to electric, and the right for the utility service supplier to construct, reconstruct, install, inspect, maintain, replace, remove, and use said utility services to serve the Supercharger Station together with the right for the utility service supplier to ingress to and egress from said utility service facilities across the Property. Licensor grants the right for the utility service supplier to trim, cut down, and clear away or otherwise control any trees or brush within five (5) feet of said route. In addition, Licensor shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of said route. Licensor agrees that Licensee may disclose a redacted copy of this License with the utility service provider.

9. **Maintenance**. Licensee shall be responsible for maintaining the Supercharger Station at its' sole cost (including repair and replacement of equipment, as necessary). Notwithstanding the foregoing, Licensor's normal responsibility to maintain the common areas of the Property shall also apply to the Licensed Area, such as for trash removal, snow removal, repaving and restriping, and Licensor agrees to coordinate with Licensee on maintenance that will prevent the use of the Supercharger Station. If Licensee determines that the Licensed Area needs additional trash cans, or if Licensor requests additional trash cans, Licensee shall provide such trash cans to Licensor at Licensee's sole cost.

10. **Licensor Covenants**. Licensor represents that: (a) it owns or leases the Property and has the power and authority to enter into this License; (b) it has obtained any required consents to enter into this License; (c) the Property is not subject to any conditions, restrictions or covenants incompatible with the Permitted Use; (d) this License does not violate any agreement, lease or other commitment by which Licensor is bound; (e) it will not lease, license or commit the parking spaces within the Licensed Area to any third party during the Term; and (f) it will not perform or allow excavation in the Licensed Area during the Term without Licensee's advance written consent, other than superficial repaving.

11. **Default.** It shall be an "Event of Default" under this License if either Party fails to perform or observe any material term or condition of this License and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and

proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.

12. **Remedies**. The Parties acknowledge and agree that, if an Event of Default by the other Party has occurred and is continuing, the non-defaulting Party may: (a) terminate this License upon thirty (30) days advance written notice; or (b) exercise any other remedy available at law or in equity.

13. **Exclusions**. Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for speculative, indirect, consequential or punitive damages, including, without limitation, any lost sales or profits.

14. **Indemnification**. Except to the extent a claim arises from any negligence or willful misconduct of an Indemnified Party, or any breach or alleged breach of Section 24 by Licensor, Licensee hereby agrees to indemnify, hold harmless and defend Licensor, its directors, officers, managers, members, employees, agents and representatives (each an "Indemnified Party") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Licensee's use of the Licensed Area; (ii) Licensee's breach of this License; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.

15. **Insurance**. Through the duration of this License, Licensee shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand US Dollars ($2,500,000 USD) per occurrence and Four Million US Dollars ($4,000,000 USD) aggregate for combined single limit for bodily injury or third party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Licensor upon the execution of this License and upon reasonable request by Licensor. Licensee shall include Licensor as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability for services provided under this License. Licensee will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived by Licensee if Licensee is a qualified self-insured in the state where the Licensed Area is located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Licensee's use of self-insurance for the required coverages shall be subject to Licensor's approval, not to be unreasonably withheld, conditioned or delayed.

16. **Environmental Matters**. Licensor represents and warrants that, to the best of its knowledge, the Licensed Area shall be delivered free of contamination that violates any applicable environmental law. Notwithstanding any provision in this License to the contrary, Licensor agrees that it will indemnify and hold Licensee harmless from all costs from, and Licensee shall have no liability for, any contamination of the Property, unless caused by Licensee Parties. Licensor is responsible for remediating to the extent required by applicable environmental law any contamination not caused by Licensee Parties, including any contamination encountered by Licensee Parties during construction.

17. **Confidentiality**. The Parties agree that any confidential or proprietary information or documentation provided to one Party by the other Party in connection with this License are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter, except as provided below. Licensee acknowledges that the Licensor is obligated by law to comply with the California Public Records Act (California Government Code section 7920.000 et seq. (formerly California

Government Code section 6250 et seq.)), and pursuant thereto is required to provide any non-exempt records in its possession upon request by third parties. Licensee further acknowledges that information submitted to the Licensor pursuant to this License may be subject to disclosure pursuant to a Public Records Act request. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Licensor may not be in a position to establish that the information that Licensee submits is a trade secret or otherwise exempt from disclosure. If a request is made for information marked by Licensee as "Confidential", "Trade Secret", "Proprietary", "Trade Secret and Proprietary" or by a similar term, Licensor will provide Licensee with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Licensor is not obligated to attempt to protect aforesaid materials and will merely notify Licensee that a Public Records Act request for the aforesaid materials has been received. Additionally, the Parties may disclose confidential information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 17, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients, (ii) as permitted in Section 8 and Section 20, and (iii) as required by law. "Affiliate" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.

18. **Publicity**. Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.

19. **Notices**. All notices, demands and approvals shall be in writing and shall be delivered to the electronic mail addresses provided on the signature page, and shall be deemed given on proof of transmission. Either Party may change their respective address for notices by giving written notice of such new address in accordance with this Section 19.

20. **Incentives**. Licensor agrees that Licensee shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Supercharger Station, including, without limitation, from electricity delivered through, stored at or generated by the Supercharger Station. Licensor will cooperate with Licensee in obtaining all Incentives, provided that Licensor is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Licensee. If any Incentives are paid directly to Licensor, Licensor agrees to immediately pay such amounts over to Licensee. "Incentives" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority. Licensor agrees that Licensee may disclose a redacted copy of this License if necessary to obtain Incentives.

21. **Governing Law**. This License shall be construed and enforced in accordance with the laws of the state in which the Licensed Area is located.

22. **Entire Agreement**. Each Party acknowledges and agrees that it has read and understood this License, and that it represents the entire agreement and understanding of the Parties with respect to the subject matter herein and supersedes all prior agreements, communications, or understandings, whether oral or written, with respect to the subject matter herein.

23. **Assignment.** Licensee shall not assign this License nor sublicense the Premises without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Licensee's ability to transfer this Agreement to a Licensee Affiliate.

24. **Miscellaneous**. This License may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals. If any provision of this License is invalid or unenforceable, the remainder of this License shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law. Any outstanding payment obligations and the terms of Section 17 shall survive termination of this License. This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Unless this License is terminated as expressly provided herein, this License shall survive any sale or transfer of Licensor's interest in the Property or Licensed Area. Each Party shall comply with all applicable codes, laws and ordinances in fulfilling its respective obligations under this License. Licensee shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Licensee at the Licensed Area. This License is subject and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided that Licensee's rights under this License shall not be disturbed by such subordination so long as no Event of Default by Licensee exists beyond all notice and cure periods. LICENSOR AND LICENSEE EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS LICENSE.

25. **Prevailing Wages.** To the extent the Infrastructure or Trade Fixtures installed by Licensee may be considered a "public work" as defined in Labor Code § 1720, et seq., Licensee shall comply with the state prevailing wage law, California Labor Code §§ 1720 et seq. and 8 C.C.R. § 16000 et seq. for any "public work" (as that term is defined in the statutes) performed pursuant to this License. For purposes of compliance with the prevailing wage law, Licensee shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes, without limitation, payment of at least prevailing rates as determined by the Director of Industrial Relations, overtime and working hour requirements, apprenticeship obligations, payroll record-keeping requirements, and other obligations as required by law.

26. **Possessory Interest Tax.** Licensee understands and acknowledge that Licensor's grant of non-exclusive use may be subject to property taxation and that Licensee may be subject to the payment of possessory interest tax levied on the grant of non-exclusive use pursuant to California Revenue and Taxation Code Section 107.6. Licensee shall pay without abatement, deduction, or offset any possessory interest taxes levied on or assessed against the Licensed Area, Trade Fixtures, Licensee's equipment which are directly attributable to this License or Licensee's use of the Licensed Area, whether belonging, owed or chargeable against the Licensor. Licensee shall make all such payments directly to the charging authority prior to delinquency and before any fine, interest, or penalty becomes due or is imposed for Licensee's non-payment. Notwithstanding the foregoing, Licensee shall, at its sole cost and expense, have the right to challenge the assessment. Licensee shall provide Licensor with proof of payment of such tax.

CITY OF ST. HELENA

RESOLUTION No. 2024-

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE AGREEMENT WITH TESLA, INC. FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF TWELVE (12) LEVEL 3 CHARGING STATIONS (SUPERCHARGERS) IN THE OAK STREET/MONEY WAY PUBLIC PARKING LOT FOR A TERM OF TEN (10) YEARS.

RECITALS

A. The City of St. Helena wishes to promote clean transportation to reduce Greenhouse Gases and other harmful vehicle emissions; and
B. Electric vehicles have zero tailpipe emissions, and are widely being adopted in California; and
C. Under California State Clean Air and Greenhouse Gas Reduction Policy, auto manufactures are required to continue to produce and sell electric vehicles in the State of California; and
D. City Staff looked at several Electric Vehicle Charging Service Providers and Options for adding additional electrical vehicle charging infrastructure and options at the Oak Street/Money Way Public Parking Lot in St. Helena; and
E. Of the three options reviewed, Tesla, Inc provided a zero cost, turnkey proposal to the City; and
F. The City Attorney's Office has approved the terms negotiated by City Staff and Tesla, Inc.

RESOLUTION

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

1. Authorizes the City Manager to execute the Site Agreement with Tesla, Inc.
2. Approves the installation of twelve (12) Tesla, Inc “Superchargers” at the Oak Street/Money Way Public Parking Lot.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 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:

_____
Paul Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Plan For EV Chargers In St. Helena

St. Helena City Council

Presented by Anil Comelo, City Manager and Andrew Bradley, Program Manager

October 22, 2024

City Council Goals

- Goal 2: Improve Infrastructure & Further Environmental Sustainability

- Goal 5: Enhance Quality of Life

Key Decisions

- Do we need EV chargers?
- If yes, where should they be located?
- What type of chargers should the City install?
- Should the City own and maintain the chargers?

EV Chargers at City Hall

- The City has six (6) Level 2 Chargers at City Hall
- New Level 3 Chargers will help the City get closer to meeting Climate Action goals
- County estimates need for 60 chargers by 2025
  - Level 2 and Level 3
- CA Energy Commission estimates Napa County needs 84 Level 3 chargers by 2025 and 644 by 2035

Current Chargers at Money Way Lot





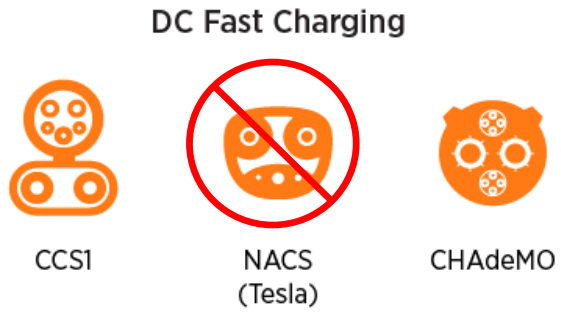






EVgo Chargers at Money Way Lot

- EVgo
  - Approved by City Council in September 2016 and contract expires in September 2024
  - Can charge up to four (4) vehicles using only CCS1 and CHAdeMO connections



NACS Connector - Industry Standard

- North American Charging System (NACS) is recognized as the international standard for EV's by SAE International
- The NACS (NACS/SAE J3400) port is becoming an industry standard



NACS Connector

- Manufacturers will have NACS as standard on new EV's:
  - Audi (2025)
  - BMW (2025)
  - Ford (2024)
  - Genesis (2024)
  - GM (2025)
  - Honda (2025)
  - Hyundai (2024)
  - Jaguar (2025)
  - Kia (2024)
  - Lexus (2025)
  - Lucid (2025)
  - Mazda (2025)
  - Mercedes-Benz (2025)
  - Mini (2025)
  - Nissan (2025)
  - Polestar/Volvo (2025)
  - Porsche (2025)
  - Rivian (2025)
  - Rolls-Royce (2025)
  - Scout Motors (2025)
  - Stellantis (2025)
    - Chrysler
    - Dodge
    - Jeep
    - Maserati
    - Ram
  - Toyota (2025)
  - Volkswagen (2025)

Charging Options

- ChargePoint
- Intergrative Charging
- Tesla





ChargePoint

- Would require the City to buy, install, manage, and maintain equipment.
  - Costly. City does not have staff that can maintain specialized equipment
  - Could provide some revenue to City over time

Integrative Charging

- Would install and maintain equipment (up to 12 Level 3 Chargers)
  - No guarantee of what equipment, connectors, or network would be used.
  - Would install in phases

- City could have limited revenue share ($250 to $500 per month depending on usage)

Tesla

- Would install and maintain equipment (12 Level 3 Chargers)
  - Level 3 Chargers with “Magic Dock”
    - Works for vehicles with CCS1 and NACS
      - No adapter required
  - 99% “up time” average across their network
  - Most vehicles are moving to the NACS connector by 2025
  - Tesla network is open to all vehicle models

Location Considerations

	City Hall	Library	Lewis Station	RR Parking	Safeway	Sunshine Foods	Oak & Money
Retail & Dining	No	No	Yes	Yes	Yes	Yes	Yes
RR Tracks	No	No	Yes	Yes	Yes	No	No
PG&E Power	-	-	-	-	-	-	Yes
Overhead Lines	No	No	Yes	Yes	No	No	No
Space for ADA	Yes	Yes	No	No	Yes	Yes	Yes
Parking Layout	Yes	Yes	No	No	Yes	No	Yes
Meets Criteria	No	No	No	No	No	No	Yes

Location Considerations (examples)







- Railroad Avenue and Lewis Station Park
  - Too close to RR and Powerlines
  - Space constraints
- Sunshine Foods
  - Small shared lot
  - Angled parking would need reconfigured

Staff Recommendation

- **Tesla at Oak Avenue / Money Way Parking Lot**
- Work with Tesla to install 12 Level 3 chargers
  - “Magic Dock” Chargers
- Tesla will determine rate to be charged
- Will reduce parking for non-charging vehicles by 12
- No cost to the City
- 10-year contract
- City can cancel after 10 years with 18 months notice

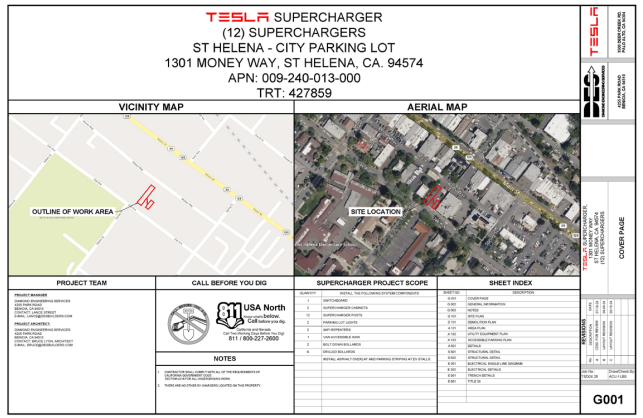
Current vs. Future Configuration

- Current Parking lot configuration
  - 28 total spaces
    - 4 used by EVgo (1 ADA)
    - 24 for general parking (2 ADA)

- Tesla Charging lot configuration:
  - 24 total spaces (4 would be used by infrastructure)
    - 12 EV (1 ADA)
    - 12 General (2 ADA)

Oak Avenue / Money Way Lot

- 12 Level 3 Chargers
  - 11 chargers + one (1) ADA van space
  - ADA space “use last”
- 12 spaces available for general parking
  - Includes two (2) ADA spaces
- Meets all requirements from providers and PG&E has already confirmed power infrastructure is available for location.


TESLA SUPERCHARGER
(12) SUPERCHARGERS
ST HELENA - CITY PARKING LOT
1301 MONEY WAY, ST HELENA, CA. 94574
APN: 009-240-013-000
TRT: 427859

VICINITY MAP

AERIAL MAP

OUTLINE OF WORK AREA

SITE LOCATION

PROJECT TEAM

CALL BEFORE YOU DIG

USA North

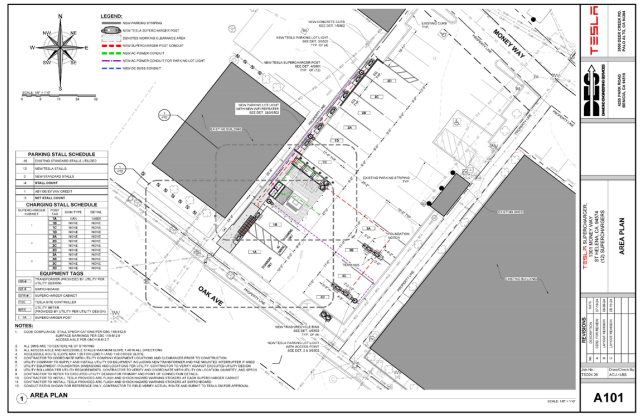
811 / 800-227-2600

SUPERCHARGER PROJECT SCOPE

SHEET INDEX

NOTES

G001


LEGEND:

MONEY WAY

OAK AVE

PARKING STALL SCHEDULE

CHARGING STALL SCHEDULE

EQUIPMENT TAGS

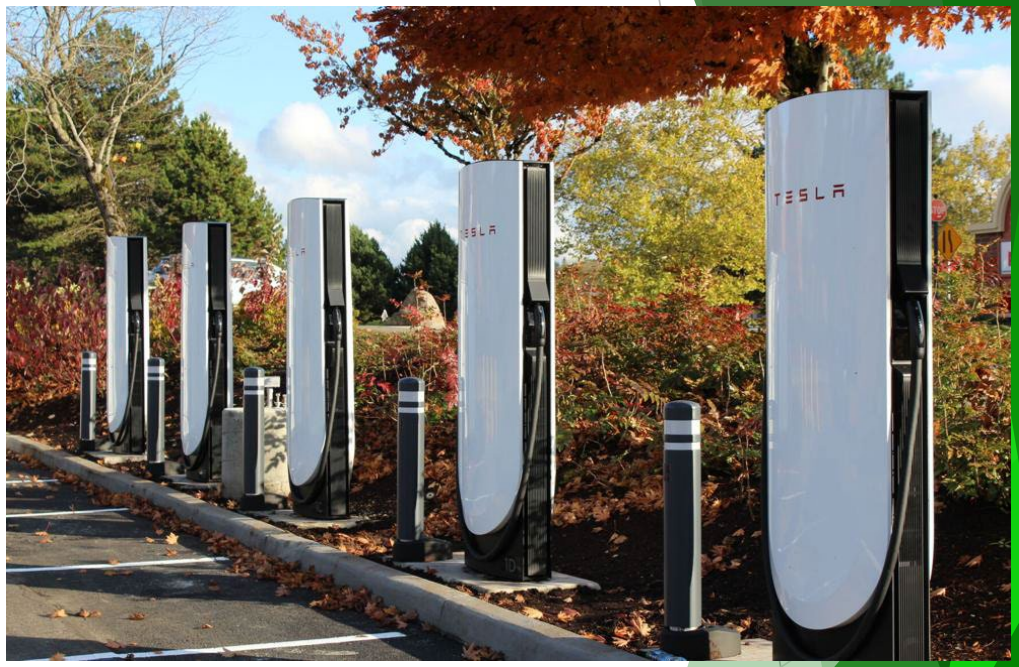
NOTES:

AREA PLAN

A101

Tesla Magic Dock Charging Station v4

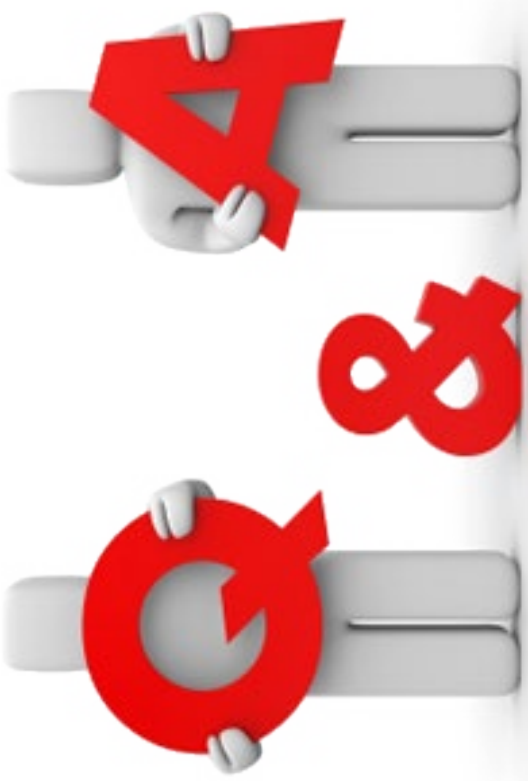




- Magic Dock Chargers could be used by vehicles with NACS and CCS1 connection points
  - This includes St. Helena Police Department's Ford Mustang Mach-E's

Potential Implementation Timeline

- Sep 4: Presentation to ATSC
- Oct 22: Recommendation to City Council
- Q4 2024: Agreement Signed with Charging Partner, Building Plans Submitted to City for Approval
- 1Q or 2Q 2025: Installation and Activation of New Chargers



Questions from Comments

- Parking
  - July 2024 Parking Study for Downtown Specific Plan
    - 639 marked and unmarked street parking spaces
    - 354 parking spaces in parking lots (77 in public lots)
    - DSP will evaluate current parking spaces and options for additional parking spaces (garage, PG&E lot on Mitchell, etc.)
    - Study area showed parking occupancy at 85% or below, including in Oak Avenue parking lot, this includes peak times (weekday and weekend)

Questions from Comments

- Parking
  - This plan doesn't eliminate 12 spaces, it restricts them to EV's while charging
    - Could encourage vehicle turnover, bringing more people to St. Helena businesses

Questions from Comments

- Enforcement of “EV Only”
  - EV parking only is enforceable when posted (CA Code)
  - Idling after charging is complete is charged by provider

Questions from Comments

- Chargers
  - Level 3 – Tesla V4 Supercharger (newest technology)
    - Currently limited to 250kWh, but capable of up to 350 kWh
    - Designed to be compatible and open to all EV's
    - Designed to keep hardware and footprint with updates as needed internally
    - Tesla has a nationwide uptime of 99.97% (Impact Report 2023)
    - Chargers get power from clean sources when available, when not available Tesla pays offsets

Questions from Comments

- Utilization Expectations
  - Anticipates 50 to 120 vehicles per day to use chargers
    - Varies based on season, day of week, etc.
  - Will increase as more EV's on the road
    - As more chargers are available, auto customers are more likely to consider buying EV's in the future
  - Doing in phases would impact customer experience
    - Increased wait times by drivers lowers customer experience
    - Increases time parking lot would be "under construction"
  - Plans to build 40+ Superchargers in Napa Valley
    - St. Helena's 12 are based on current demand and forecasted demand

Questions from Comments

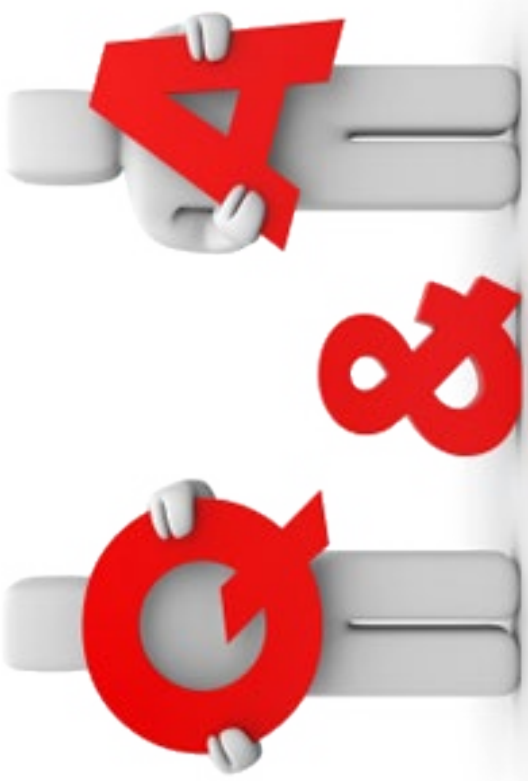
- Costs
  - Investment to build is $550,000 to $600,000
    - There are also regular maintenance costs, working with utility, etc.
    - Estimated cost recovery period is 10 to 15 years
  - For the City a similar project could be more than $1,000,000
    - Due diligence, demand studies and analysis, hardware, working with utility for infrastructure.
    - Plus, regular maintenance costs for the life of the chargers.

Questions from Comments

- Timeline and Parking Lot Condition
  - Tesla is motivated to begin work as soon as possible to meet their goals (40+ new Superchargers in Napa Valley)
  - Tesla has completed their due diligence, market research, and planning.
  - Working with PG&E could be the “delay” and why Tesla give themselves a longer window to install chargers
  - Will ensure parking lot looks good after construction
    - Topcoat/slurry seal (as needed), curbs and ramps (as needed, primarily for ADA), striping, replacement of any damaged/removed landscaping

Questions from Comments

- Rates (non-member)
  - Current EVgo rates:
    - $0.44 to $0.64/kWh
    - $0.99 session fee
    - Charger are 50 kWh
  - Tesla Fees (in area – Fairfield, Napa, Santa Rosa, Sonoma, Vallejo, Windsor)
    - $0.53 to $0.60/kWh
    - Up to $1/min idling (after charging is complete)
    - Chargers are 250 kWh



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration/Planning

DATE:	October 22, 2024
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Consideration of Adding 12 Level 3 electric vehicle chargers to the Oak Avenue / Money Way Public Parking Lot in Downtown St. Helena and Entering into an agreement with Tesla Inc for Installation and On-Going Maintenance of Chargers at No Cost to City.
RECOMMENDED ACTION:	Recommend allowing the City Manager to sign the Supercharger License Agreement with Tesla, Inc. so that the City of St. Helena can move forward with Tesla, Inc. to review plans and begin the permitting and approval process for adding 12 Level 3 Chargers to the City owned parking lot at Oak Avenue / Money Way.
PREVIOUS COUNCIL ACTION:	• September 27, 2016 - City Council adopted a resolution authorizing EVgo to install DC Fast Charging Stations in the same parking lot. The two chargers can charge up to four vehicles. The contract expired with EVgo in September 2024. • August 23, 2022 - The City Council received a report in response to 2021-2022 Napa County Civil Grand Jury Report titled "Napa County's Climate Action Committee: Where's the Action?" ... one of the items listed that the City of St. Helena had done was install the EVgo chargers. • April 24, 2018 - The City Council approved the planned Downtown Restroom Project bid package and project. The restrooms were completed in December 2020.
STATEMENT OF THE PURPOSE:	The goals of this project are to provide more electric vehicle (EV) charging for all EV vehicle types in St. Helena, help further our climate action goals, and induce desirable demographic of EV drivers to visit, shop, and dine in St. Helena.
FINANCIAL IMPACT:	There is no direct fiscal impact as a result of this action. Under the proposed Agreement, Tesla will be responsible for all costs associated with electric service upgrades, equipment procurement, installation, maintenance, operation, and electricity use related to the Tesla charging stations.

BACKGROUND:
The City of St. Helena entered into an agreement with EVgo to install two chargers, charging up to four vehicles in the Oak Avenue / Money Way Downtown Parking Lot on September 20, 2016. That agreement expired on September 5, 2024. On February 21, 2024 EVgo was sent a Letter of Termination notifying them that the City of St. Helena would not be renewing its agreement to keep the current chargers. Staff from the City of St. Helena met with Tesla and Integrative Charging to provide options that would help the City provide more charging capacity to residents, community members, businesses, and visitors. The City also looked at the option of owning, operating, and maintaining chargers (for example through ChargePoint), but determined that initial startup costs, ongoing maintenance, and setting pricing were outside of the City's expertise and could create a financial liability.

DISCUSSION:
The community has a great need for more EV chargers that are available to the public. The City currently has four (4) Level 3 Chargers (in the Oak Avenue / Money Way parking lot) and six (6) Level 2 Chargers (at City Hall). The EVgo Level 3 Chargers in the Oak Avenue / Money Way parking lot are currently underutilized because they can only charge up to 2 vehicles with the CCS1 connector and up to two vehicles with the CHAdeMO connector (which is not available on many vehicles). The EVgo chargers do not have a connector that supports the NACS connection, which includes Tesla and newer vehicles from all manufacturers. The Level 2 Chargers at City Hall support vehicles with the J1772 and NACS connector. The chargers at City Hall are currently used to charge the Police Department's two (2) Ford Mustang Mach-E's and one (1) Tesla, plus they are available and used by the public.

Providing additional Level 3 Chargers will help the City get closer to meeting its Climate Action goals and get the City closer to the estimated 60 public chargers that are needed within City limits by Napa County* and the California Energy Commission (AB 2127, 2024 - https://www.energy.ca.gov/publications/2024/assembly-bill-2127-second-electric-vehicle-charging-infrastructure-assessment). Having these chargers near the City's downtown core/Main Street can also help induce more EV drivers to come and visit, shop, eat, and taste in St. Helena, helping support our many local businesses, restaurants, and tasting rooms. (*Napa County took countywide data and estimates for the need of EV chargers and then split up into jurisdictions based on population.)

In researching EV connection types and needs, it is clear that NACS is quickly becoming (or has become) the industry standard and that was confirmed by SAE International (an industry leader in connecting and educating engineers while promoting, developing and advancing aerospace, commercial vehicle and automotive engineering) when they announced in June 2023 that it would standardize the Tesla-developed North American Charging Standard (NACS) connector. They said that, "This will ensure that any supplier or manufacturer will be able to use, manufacture, or deploy the NACS connector on electric vehicles (EVs) and at charging stations across North America" (Source: https://www.sae.org/news/press-room/2023/06/sae-international-announces-standard-for-nacs-connector).

The NACS port is becoming an industry standard, while it was developed by Tesla and is used on all Tesla models, it is being adopted by many other vehicle manufacturers and is becoming the standard for most major manufactures. The following manufacturers will have NACS as standard on their new EV's and many have or will be sending NACS adapters to current vehicle owners: Audi (2025), BMW (2025), Ford (2024), Genesis (2024), GM (2025), Honda (2025), Hyundai (2024), Jaguar (2025), Kia (2024), Lexus (2025), Lucid (2025), Mazda (2025), Mercedes-Benz (2025), Mini (2025), Nissan (2025), Polestar/Volvo (2025), Porsche (2025), Rivian (2025), Rolls-Royce (2025), Scout Motors (2025), Stellantis (Chrysler, Dodge, Jeep, Maserati, and Ram - 2025), Toyota (2025), and Volkswagen (2025).(Source: https://www.caranddriver.com/news/a44388939/tesla-nacs-charging-network-compatibility/ and https://www.cnet.com/home/electric-vehicles/stellantis-adopting-teslas-electric-vehicle-charging-standard-by-2025/).

In looking at options to install additional Level 3 Charging in St. Helena, the City looked at three (3) options. The City could own and operate chargers. This scenario would involve the City purchasing chargers (for example from ChargePoint), then hire a consultant and contractor to go through the process of getting approvals and power from PG&E, then install, manage, and maintain the chargers for their life expectancy, replacing and/or repairing them as needed. While the City could see some revenue from this option over time, it would involve a large initial outlay of funds, require additional staff to manage the project and maintain the equipment, and administrative staff to manage pricing and billing and/or working with a charging network for billing (like ChargePoint). The City also looked at two turnkey providers: Integrative Charging and Tesla.

Integrative Charging: Would install and maintain the equipment (up to 12 Level 3 Chargers). They would install the chargers in phases, beginning with two (2) chargers that could charge up to four (4) vehicles. Then based on demand could install more chargers over time. The chargers would be part of a charging network (ChargePoint, Autel, Electrify America, EVgo, Blink Charging, etc.), and in time the City would be part of a revenue share that could (based on usage) give the City between $250 and $500 per month). Since the charging network and equipment is unknown, the up time of the chargers is not quantifiable and the phased approach would cause the charging site to have multiple disruptions over time.

Tesla would install and maintain equipment (12 Level 3 Chargers). They would install the chargers all at once. They plan to use the Tesla Super Charger with Magic Dock (version 4), that has both a NACS and CCS1 connector built in. These chargers and chargers across their network maintain an average of a 99+% up time. These chargers are available to all vehicles (not just Tesla). Tesla vehicles are automatically enrolled in a membership program that offers lower charging prices to them, however non-Tesla owners can purchase a membership to receive the same rates as Tesla owners. Nonmembers of the program are also welcome to charge at a slightly higher rate. EVgo and other charging providers also have similar membership programs that allow

members to charge at one rate and nonmembers to charge at a higher rate. In August 2024 JD Power found that Tesla chargers has the most consistent relatability and highest customer experience (Public EV Charging Sees Consistent Progress for Two Consecutive Quarters, J.D. Power Finds: Tesla Destination, Tesla Supercharger Rank Highest in Respective Segment, https://www.jdpower.com/business/press-releases/2024-us-electric-vehicle-experience-evx-public-charging-study).

When working with Tesla and Integrative Charging the City reviewed multiple locations including the lot at Oak Avenue/Money Way, the St. Helena Public Library, Lewis Station Park (Church Street), City Hall (1088 College Ave), parking lot of Safeway, parking lot of Sunshine Foods, and City parking spots along Railroad Avenue (near Adams Street). The parking lot next to the Fire Station and Lyman Park (near the old City Hall at 1480 Main Street) was not considered because of lot line adjustments with the sale of the land that are anticipated. The Catholic School site was also not considered because of its unknown future.

The following are considerations that both charging providers looked at when determining viable charging location sites:

- Proximity to activities (retail, dining, tasting, restrooms, etc.)
  - City Hall and Library removed
- Proximity to railroad tracks (additional setbacks required)
  - Railroad Avenue, Lewis Station, and Safeway removed
- Proximity to suitable PG&E power supply
  - All sites were not fully vetted because they were ineligible on other criteria
- Proximity to overhead powerlines (cannot be directly below powerlines and requires a setback)
  - Railroad Avenue and Lewis Station removed
- Ability to allow for EV parking spaces that can accommodate ADA needs (van accessible)
  - Railroad Avenue and Lewis Station removed
- Parking lot size and configuration
  - Sunshine Foods removed (would have required a redesign of parking spaces and flow for entire parking lot)
- Prior Experience with Organization
  - Safeway removed (in many other cases charging providers have gotten property owner approval to have charging at the location, but have not received corporate approval from Safeway. Seeking the approval can take 18 to 24 months or more and is not guaranteed. As of August 2024 Safeway's parent company (Albertsons) is in talks with Kroger for a corporate merger that is under review by the Federal Trade Commission. This could cause further delays to any project seeking approval for EV charging in their parking lots.
- Private versus Public Ownership of Property
  - City owned facilities provide the quickest path towards getting more EV chargers in St. Helena and will help to show other businesses the

importance of providing charging, when possible, at their business(es) and in their parking lot(s). Working on private property could create significant delays including the need for property owner and tenant approvals. Beyond this, the charging provider would need to do additional work with PG&E to ensure that any site could get the power needed to support Level 3 Chargers (which are significant and PG&E has already confirmed that the Oak Avenue / Money Way lot can be supplied with the electricity needed for chargers). St. Helena businesses, especially along Main Street, are in a unique position that they do not have parking lots of their own (for the most part) and utilizing a public facility is a way that the City can help support all businesses.

- In an effort to further incentivize businesses to add Level 2 and/or Level 3 Chargers to their parking lots and to meet St. Helena's Climate Action goals, St. Helena may consider expanding its Home EV Charging rebate and waived permit fees to businesses/commercial properties. This incentive, plus incentives that may be available from MCE and/or PG&E can all work together to help meet the estimated need for chargers by Napa County and the California Energy Commission (CEC).

The Oak Avenue / Money Way Lot meets all of the necessary criteria to provide increased Level 3 Charging in St. Helena. The proposal is to add 12 Level 3 Chargers to the lot. With equipment this would involve 16 total parking spaces for charging infrastructure and parking spots for vehicles to use while charging. The 12 parking spaces would include one (1) ADA van accessible space. This space would be available for any EV to use while charging, but would include a sign at the space encouraging drivers to "use last" (only using if the other 11 chargers are being used). This leaves 12 spaces available for general parking including one (1) ADA parking space and one (1) ADA van accessible space. In its current configuration the parking lot includes 28 parking spaces, four (4) are used by the EVgo chargers. Once 12 Level 3 Chargers are installed there would be a total of 24 parking spaces: 12 for EV's to use while charging, and 12 for general use. PG&E has also confirmed that they are able to supply the necessary power to the parking lot for the chargers to work to their full potential.

In continuing to review options presented by Tesla and Integrative Charging, City staff determined that Tesla, Inc had the most robust plan to allow all EV types to charge and would provide the best customer service and "up time" to drivers (nationwide up time average, meaning the chargers are not broken, is 99%). Tesla is planning to use their Level 3 Magic Dock (version 4) chargers that include adapters for both CCS1 and NACS ports. While there is not a contractual obligation to require tech upgrades overtime, with the installation of these chargers that use the newest technology, the adoption of the NACS style charger as standard by the auto industry, and Tesla's proven track record in providing the most reliable network with highest customer experience (JD Power study referenced above), plus free market forces and competition in the charging space can help ensure that the chargers installed continue to be used by EV's for the contracted duration. These chargers would not only help the community and visitors, but could be used by the St. Helena Police Department's two (2) Ford

Mustang Mach-E's and one (1) Tesla. While other vehicles in the department's fleet are able to be used by multiple officers as they switch between shifts and can be in service around the clock, currently the two (2) Mach-E's use the Level 2 Chargers at City Hall, meaning they need up to 12 hours of charge time between shifts. These chargers could also be used by any additional EV's the City purchases in the future.

Project Timeline:

- September 4: Presentation to and Recommendation by ATSC to City Council
- October 8: Presentation and Recommendation from City Council
- Q4 2024: Agreement Signed with Charging Partner, Building Plans Submitted to City for Approval
- 1Q or 2Q 2025: Installation and Activation of New Chargers
    - Could be delayed by PG&E timeline (how quickly they are able to drop new equipment)

ENVIRONMENTAL REVIEW: None.

GOAL:

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

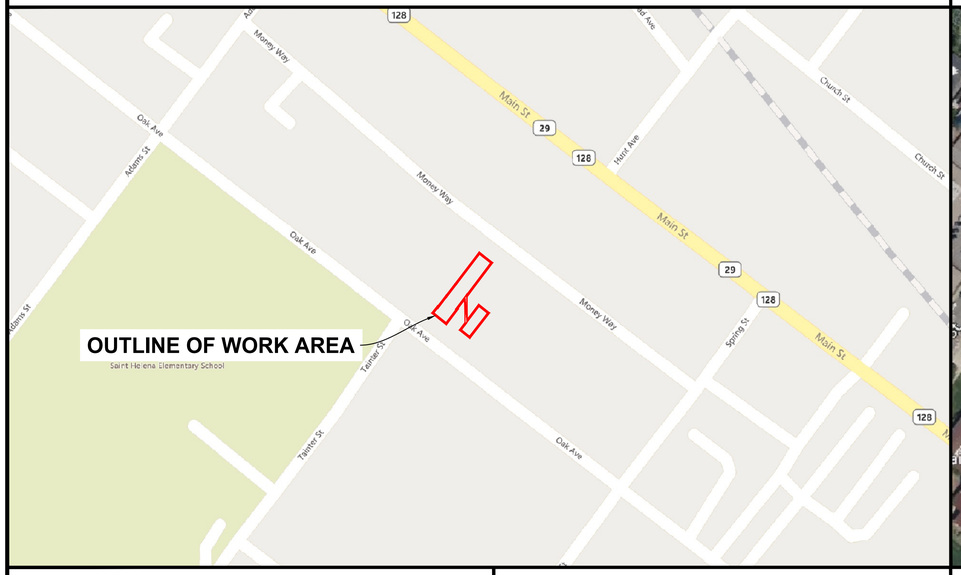
DOCUMENTS ATTACHMENTS:

St Helena, CA, 1301 Money Way - CD50 [427859] (08.15.2024)

Level 3 Charging - Oak Avenue Lot - October 22, 2024
EV Charger - Tesla Inc Resolution

TESLA SUPERCHARGER
(12) SUPERCHARGERS
ST HELENA - CITY PARKING LOT
1301 MONEY WAY, ST HELENA, CA. 94574
APN: 009-240-013-000
TRT: 427859

VICINITY MAP



AERIAL MAP



PROJECT TEAM

PROJECT MANAGER

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510
CONTACT: LANCE STREET
E-MAIL: LANCE@DESBUILDERS.COM

PROJECT ARCHITECT:

DIAMOND ENGINEERING SERVICES
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NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL OF THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 4216 FOR ALL UNDERGROUND WORK.
2. THERE ARE NO OTHER EV CHARGERS LOCATED ON THIS PROPERTY.

SUPERCHARGER PROJECT SCOPE

QUANTITY	INSTALL THE FOLLOWING SYSTEM COMPONENTS
1	SWITCHBOARD
3	SUPERCHARGER CABINETS
12	SUPERCHARGER POSTS
2	PARKING LOT LIGHTS
2	WIFI REPEATERS
1	VAN ACCESSIBLE SIGN
2	BOLT DOWN BOLLARDS
6	DRILLED BOLLARDS
	INSTALL ASPHALT OVERLAY AND PARKING STRIPING AT EV STALLS.

SHEET INDEX

SHEET NO.	DESCRIPTION
G 001	COVER PAGE
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G 003	NOTES
G 101	SITE PLAN
D 101	DEMOLITION PLAN
A 101	AREA PLAN
A 102	UTILITY EQUIPMENT PLAN
A 103	ACCESSIBLE PARKING PLAN
A 501	DETAILS
S 501	STRUCTURAL DETAIL
S 502	STRUCTURAL DETAIL
E 201	ELECTRICAL SINGLE LINE DIAGRAM
E 202	ELECTRICAL DETAILS
E 501	TRENCH DETAILS
E 801	TITLE 24

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BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

COVER PAGE

REVISIONS

No.	DESCRIPTION	DATE
A	CD50. FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
Draw/Check By: ACU / LBS

G001

ABBREVIATIONS

AC	ALTERNATING CURRENT
ADA	AMERICANS WITH DISABILITIES ACT
ESS	ENERGY STORAGE SYSTEM
BLDG	BUILDING
CLR	CLEAR
CONC	CONCRETE
COMM	COMMUNICATION
DC	DIRECT CURRENT
DIA	DIAMETER
DIST	DISTANCE
EQ	EQUAL
EGC	EQUIPMENT GROUNDING CONDUCTOR
(E)	EXISTING
EMT	ELECTRICAL METALLIC TUBING
EV	ELECTRIC VEHICLE
GAB	GRADED AGGREGATE BASE
GALV	GALVANIZED
GEC	GROUNDING ELECTRODE CONDUCTOR
GND	GROUND
HVAC	HEATING, VENTILATION, & AIR CONDITIONING
I	CURRENT
IMP	CURRENT AT MAX POWER
INV	INVERTER
ISC	SHORT CIRCUIT CURRENT
KVA	KILOVOLT AMPERE
KW	KILOWATT
KWH	KILOWATT-HOUR
LV	LOW-VOLTAGE
MAX	MAXIMUM
MIN	MINIMUM
MV	MEDIUM-VOLTAGE
NEC	NATIONAL ELECTRIC CODE
NIC	NOT IN CONTRACT
NRTL	NATIONALLY-RECOGNIZED TESTING LABORATORY
NTS	NOT TO SCALE
OC	ON CENTER
PCC	POINT OF COMMON COUPLING
PLC	POWER LINE COMMUNICATION
PV	PHOTOVOLTAIC
PP	POWERPACK
PVC	POLYVINYL CHLORIDE
RSD	RAPID SHUTDOWN
SCCR	SHORT CIRCUIT CURRENT RATING
SCH	SCHEDULE
SQ	SQUARE
SS	STAINLESS STEEL
SSD	SEE STRUCTURAL DRAWINGS
STC	STANDARD TESTING CONDITIONS
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
W	WATT

ELECTRIC VEHICLE CHARGING STATION INSTALLATION REQUIREMENTS

1. ELECTRIC VEHICLE CHARGING STATION EQUIPMENT IN THIS DESIGN MEET THE REQUIREMENTS OF THE CALIFORNIA ELECTRICAL CODE, THE SOCIETY OF AUTOMOTIVE ENGINEERS, THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION, AND ACCREDITED TESTING LABORATORIES SUCH AS UNDERWRITERS LABORATORIES, AND RULES OF THE PUBLIC UTILITIES COMMISSION OR A MUNICIPAL ELECTRIC UTILITY COMPANY REGARDING SAFETY AND RELIABILITY.
2. THE INSTALLATION OF THIS EVCS AND ASSOCIATED WIRING, BONDING, DISCONNECTING MEANS AND OVERCURRENT PROTECTIVE DEVICES MEET THE REQUIREMENTS OF ARTICLE 625 AND ALL APPLICABLE PROVISIONS OF THE CALIFORNIA ELECTRICAL CODE.
3. INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS HAVE BEEN INCORPORATED INTO THE LOAD CALCULATIONS OF THE NEW OR EXISTING ELECTRICAL SERVICE AND MEETS THE REQUIREMENTS OF THE CALIFORNIA ELECTRICAL CODE. THE ELECTRIC VEHICLE CHARGING EQUIPMENT IN THIS DESIGN IS CONSIDERED A CONTINUOUS LOAD.
4. THE ANCHORAGE OF ALL FLOOR-MOUNTED OR WALL-MOUNTED ELECTRIC VEHICLE CHARGING STATION EQUIPMENT MEET THE REQUIREMENTS OF THE CALIFORNIA BUILDING OR RESIDENTIAL CODE AS APPLICABLE PER OCCUPANCY, AND THE PROVISIONS OF THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. MOUNTING OF CHARGING STATIONS DO NOT ADVERSELY AFFECT BUILDING ELEMENTS.

GENERAL NOTES

1. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS, CONTRACT AND CONSTRUCTION DOCUMENTS.
2. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT,APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE PLANS AND IN THE CONTRACT DOCUMENTS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR(S) SHALL VISIT THE JOB SITE(S) AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRM THE WORK MAY BE ACCOMPLISHED PER THE CONTRACT DOCUMENTS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER PRIOR TO BID SUBMITTAL.
4. THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED ON ANY WORK NOT CLEARLY DEFINED OR IDENTIFIED IN THE CONTRACT AND CONSTRUCTION DOCUMENTS BEFORE STARTING ANY WORK.
5. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES, INCLUDING APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS.
6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. IF THE RECOMMENDATIONS ARE IN CONFLICT WITH THE CONTRACT AND CONSTRUCTION DOCUMENTS AND/OR APPLICABLE CODES OR REGULATIONS, REVIEW AND RESOLVE THE CONFLICT WITH DIRECTION FROM THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATION OF ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION TO THE SATISFACTION OF THE PROPERTY OWNER.
8. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO PAVING, CURBS, VEGETATION, GALVANIZED SURFACE OR OTHER EXISTING ELEMENTS AND UPON COMPLETION OF THE WORK, REPAIR AND DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE.
9. THE CONTRACTOR IS TO KEEP THE GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH, AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION DAILY.
10. DRAWINGS ARE INTENDED TO BE DIAGRAMMATIC ONLY AND SHOULD NOT BE SCALED UNLESS OTHERWISE NOTED. RELY ONLY ON ANNOTATED DIMENSIONS AND REQUEST INFORMATION IF ADDITIONAL DIMENSIONS ARE REQUIRED.
11. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST. CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO START OF CONSTRUCTION AND USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THE FACILITIES. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF UTILITIES OR OTHER AGENCY'S FACILITIES WITHIN THE LIMITS OF THE WORK,WHETHER THEY ARE IDENTIFIED IN THE CONTRACT DOCUMENTS OR NOT.
12. SUBCONTRACTOR INITIATED CHANGES SHALL BE SUBMITTED IN WRITING FOR APPROVAL BEFORE MAKING ANY CHANGES. DEVIATION FROM PLANS BEFORE WRITTEN APPROVAL FROM THE DRAWINGS PLACES LIABILITY ON THE SUBCONTRACTOR.
13. APPROVALS FROM BUILDING INSPECTORS SHALL NOT CONSTITUTE AUTHORITY TO DEVIATE FROM THE DRAWINGS.
14. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800) 227-2600, AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY EXCAVATION.
15. ALL SURFACES SHALL BE PATCHED AND PAINTED AROUND NEW DEVICES AND EQUIPMENT TO MATCH EXISTING FINISHES.
16. NEW PAVEMENT INSTALLED AS PART OF THIS PROJECT SHALL MATCH EXISTING PAVEMENT SECTION. ASPHALT AND GAB DEPTHS SHALL BE MAINTAINED.
17. CONTRACTOR NEEDS TO HAVE THE BUSINESS NAME ON ALL TRUCKS.
18. CONTRACTOR MUST HAVE A CURRENT BUSINESS LICENSE WITHIN THE PERMITTING JURISDICTION.

BUILDING CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST APPLICABLE VERSION OF THESE CODES.

1. 2022 CALIFORNIA BUILDING CODE (CBC)
   WORK PERFORMED SHALL COMPLY WITH THE FOLLOWING:

PART 1, 2022	CALIFORNIA ADMINISTRATIVE CODE	
PART 2, 2022	CALIFORNIA BUILDING CODE	CBC (2021 IBC)
PART 2.5, 2022	CALIFORNIA RESIDENTIAL CODE	CRC (2021 IRC)
PART 3, 2022	CALIFORNIA ELECTRICAL CODE	CEC, NFPA 70 (2020 NEC)
PART 4, 2022	CALIFORNIA MECHANICAL CODE	CMC (2021 UMC)
PART 5, 2022	CALIFORNIA PLUMBING CODE	CPC (2021 UPC)
PART 6, 2022	CALIFORNIA ENERGY CODE	CEC (2021 IECC)
PART 8, 2022	CALIFORNIA HISTORICAL BUILDING CODE	CHBC
PART 9, 2022	CALIFORNIA FIRE CODE	CFC (2021 IFC)
PART 10, 2022	CALIFORNIA EXISTING BUILDING CODE	CEBC (2021 IEBC)
PART 11, 2022	CALIFORNIA GREEN BUILDING STANDARD CODE	CGBSC (2021 IGBC)
PART 12, 2022	CALIFORNIA REFERENCED STANDARD CODE	CRSC

ALL APPLICABLE LOCAL & STATE ORDINANCES, CODES AND REGULATIONS AND 2022 CALIFORNIA STATE STANDARDS CODE & AMENDMENTS.

2. LOCAL BUILDING CODE
3. CITY/COUNTY ORDINANCES
4. NFPA 76 FIRE PROTECTION OF TELECOMMUNICATIONS FACILITIES
5. NFPA 110-16 EMERGENCY & STANDBY POWER SYSTEMS.

SCOPE OF WORK

UTILITY	PG&E - RULE 29			
CATEGORY	ITEMS	TESLA	TESLA CONTRACTOR	UTILITY
PRIMARY	PROVIDE ROAD CUTS / ROAD BORES			X
	PRIMARY TRENCHING			X
	PROVIDED & INSTALL PRIMARY CONDUIT			X
	INSTALL PULL ROPE			X
	PROVIDE & INSTALL PRIMARY FEEDERS			X
	PAVEMENT REPLACEMENT			X
TRANSFORMER	PROVIDE & INSTALL TRANSFORMER PAD			X
	PROVIDE & INSTALL TRANSFORMER			X
	PROVIDE & INSTALL BOLLARDS AT TRANSFORMER			X
SECONDARY	PROVIDE ROAD CUTS / ROAD BORES			X
	TRENCHING			X
	PROVIDE & INSTALL CONDUIT FROM SWITCHBOARD OUT 5' TO TRANSFORMER		X	
	PROVIDE & INSTALL CONDUIT FROM TRANSFORMER TO SWITCHBOARD STUB OUT			X
	INSTALL PULL ROPE			X
	PROVIDE & INSTALL SECONDARY CONDUCTORS			X
	TERMINATE SECONDARY CONDUCTORS AT TRANSFORMER			X
	TERMINATE SECONDARY CONDUCTORS AT SWITCHBOARD			X
	PAVEMENT REPLACEMENT			X
SWITCHBOARD	PROVIDE SWITCHBOARD & PRE-CAST FDN.	X		
	INSTALL SWITCHBOARD & PRE-CAST FDN.		X	
	PROVIDE BOLLARDS AT SWITCHBOARD	X		
	INSTALL BOLLARDS AT SWITCHBOARD		X	
	PROVIDE & INSTALL METER			X
EQUIPMENT	PROVIDE PRECAST CHARGE POST BASE (WHERE OCCURS)	X		
	INSTALL PRECAST CHARGE POST BASE (WHERE OCCURS)		X	
	PROVIDE & INSTALL POUR IN PLACE CHARGE POST FDN. (WHERE OCCURS)		X	
	PROVIDE TESLA CHARGE POSTS	X		
	INSTALL TESLA CHARGE POSTS		X	
	PROVIDE TESLA SUPERCHARGER PRECAST FOUNDATION	X		
	INSTALL TESLA SUPERCHARGER PRECAST FOUNDATION		X	
	PROVIDE TESLA SUPERCHARGER CABINETS	X		
	INSTALL TESLA SUPERCHARGER CABINETS		X	
	PROVIDE ACCESSIBLE PARKING SIGNS	X		
	PROVIDE & INSTALL ACCESSIBLE PARKING SIGN POSTS (WHERE OCCURS)		X	
	PROVIDE BOLLARDS (BOLT DOWN) (WHERE OCCURS)	X		
	INSTALL BOLLARDS (BOLT DOWN) (WHERE OCCURS)		X	
	PROVIDE BOLLARDS (DRILLED PIER) (WHERE OCCURS)	X		
	INSTALL BOLLARDS (DRILLED PIER) (WHERE OCCURS)		X	
	PARKING LOT STRIPING LINE BLACKOUT (AT ALL NEW TESLA EV STALLS)		X	
	PARKING LOT NEW STRIPING AT NEW TESLA EV STALLS		X	
	PROVIDE TRASH RECEPTACLE	X		
	INSTALL TRASH RECEPTACLE (ON NEW CONCRETE POURED PAD)		X	
	INSTALL PARKING LOT LIGHT POLE FOUNDATION (WHERE OCCURS)		X	
	PROVIDE PARKING LOT LIGHT POLE WITH LIGHT FIXTURE (WHERE OCCURS)	X		
	INSTALL PARKING LOT LIGHT POLE WITH LIGHT FIXTURE (WHERE OCCURS)		X	

TESLA
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PALO ALTO, CA 94304

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BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

GENERAL INFORMATION

REVISIONS

No.	DESCRIPTION	DATE
A	CD50, FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
Draw/Check By: ACU / LBS

G002

SUPERCHARGER NOTES

1. NEUTRAL MUST BE INCLUDED FOR PROPER OPERATION OF TESLA SUPERCHARGERS.
2. ALL CONDUIT FURNISHED AND INSTALLED BY CONTRACTOR. ALL WIRING FURNISHED BY TESLA AND INSTALLED BY CONTRACTOR.
3. ALL BUSHINGS AND WIRING INTERNAL OF PROPOSED SERVICE EQUIPMENT PROVIDED BY MANUFACTURER. ANY MODIFICATIONS SHALL REQUIRE ENGINEERING APPROVAL PRIOR TO ANY CHANGES BEING MADE.
4. ALL ALUMINUM(AI) CONDUCTORS TO RECEIVE ANTI-OXIDATION COATING DURING INSTALLATION. ALL OTHER CONDUCTORS ARE COPPER UNLESS OTHERWISE NOTED.
5. THE FOLLOWING CHARGING CABINETS AND THE CHARGING POSTS USED ON THIS PROJECT COMPLY WITH THE FOLLOWING STANDARDS:

- IEC 61851-23: 2014 / EN 61851-23: 2014
- UL 2202: 2009(R2012)
- CAN CSA C22.2 NO. 107.1-01(R2011)

6. THE AFOREMENTIONED STANDARDS IDENTIFY THE REQUIREMENTS MET BY THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO:

- PROTECTION AGAINST ELECTRIC SHOCK
- OVERLOAD AND SHORT CIRCUIT PROTECTION
- FAULT PROTECTION
- DEGREES OF PROTECTION AGAINST ACCESS TO HAZARDOUS LIVE PARTS
- THE INTERNAL COMPONENTS OF THE SYSTEM ARE PROPRIETARY. ANY QUESTIONS CONCERNING ACTUAL INTERNAL PROTECTIVE DEVICES MUST BE COORDINATED DIRECTLY WITH TESLA.

7. TESLA SUPERCHARGER SIGNAL WIRING RATED 1000V AND USED FOR POWER LIMITED CLASS 1 CIRCUITS SHALL BE PERMITTED TO RUN IN CONDUITS, CABLE TRAYS, WIRE WAYS, OR RACEWAYS ALONG WITH ASSOCIATED DC CONDUCTORS AS ALLOWED PER CEC 725.48(B)(1) AND 620.36.
8. SUPERCHARGER CABINET AC CONDUCTORS SIZED UNDER ENGINEERING SUPERVISION USING THERMAL MODELING SOFTWARE. SPECIFICATIONS ABOUT THE TRENCHING REQUIREMENTS ARE SHOWN IN E-501
9. FOR DC RUNS IN EXCESS OF 330 FEET, CONTACT TESLA.
10. UNDERGROUND CONDUITS SHALL BE SCHEDULE 40 PVC. THE ABOVEGROUND PORTION OF AN UNDERGROUND/ABOVEGROUND TRANSITION SHALL BE SCHEDULE 80 PVC.
11. ABOVEGROUND CONDUITS EXPOSED TO VEHICULAR OR EQUIVALENT PHYSICAL DAMAGE SHALL BE RMC. ABOVEGROUND CONDUITS NOT EXPOSED TO VEHICULAR OR EQUIVALENT DAMAGE SHALL BE PERMITTED TO BE EMT.
12. IF APPROVED BY TESLA CONSTRUCTION MANAGER, ALTERNATIVE CONDUIT MATERIALS SUCH AS FLEXIBLE OR FIBERGLASS ARE PERMISSIBLE IF INSTALLED PER MANUFACTURER INSTALLATION GUIDELINES AND LOCAL CODES.
13. WIRE SPLICES ARE NOT PERMITTED TO EXTEND WIRE RUN LENGTH. CONTRACTOR IS RESPONSIBLE FOR RERUNNING FULL LENGTH OF WIRE IF RUN LENGTH IS MISCALCULATED.
14. SPECIAL INSPECTION IS REQUIRED FOR ALL POST-INSTALLED CONCRETE ANCHORS

ELECTRICAL GENERAL NOTES

1. PROVIDE ALL ELECTRICAL WORK AND MATERIALS AS SHOWN ON THE DRAWINGS, AS CALLED FOR HEREIN, AS IS NECESSARY TO FURNISH A COMPETE INSTALLATION.
2. THE INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT ADOPTED CALIFORNIA ELECTRICAL CODE, STATE OF CALIFORNIA TITLE 24, ALL OTHER APPLICABLE CODES AND ORDINANCES AND THE REQUIREMENTS OF THE FIRE MARSHALL.
3. THE CONTRACTOR SHALL BE RESPONS1BLE FOR THE SAFETY AND GOOD CONDITION OF ALL MATERIALS AND EQUIPMENT FOR THE ENTIRE INSTALLATION AND UNIT COMPLETION OF WORK, ERECT AND MAINTAIN APPROVED AND SUITABLE BARRIERS, PROTECTIVE DEVICES AND WARNING SIGNS, BE FULLY RESPONSIBLE FOR ANY LOSS OR INJURY TO PERSONS OR PROPERTY RESULTING FROM NEGLIGENCE AND / OR ENFORCEMENT OF ALL SAFETY PRECAUTIONS & WARNINGS.
4. ALL WIRING SHALL BE MANAGED IN A PROFESSIONAL, WORKMAN-LIKE MANNER AND MUST BE SUPPORTED, SECURED, AND PROTECTED TO PREVENT DAMAGE.
5. AC CIRCUIT CONDUCTORS SHALL BE IDENTIFIED BY PHASE AND SYSTEM PER ART 210.5 OR 215.12. UNLESS OTHERWISE REQUIRED BY ART 210.5(1) OR AHJ, COLOR-CODING OF POWER CONDUCTORS SHALL BE AS FOLLOWS:

CONDUCTOR	277/480V	120/208V
PHASE A	BROWN	BLACK
PHASE B	ORANGE	RED
PHASE C	YELLOW	BLUE
NEUTRAL	GRAY	WHITE

6. DC CIRCUIT CONDUCTORS SHALL BE IDENTIFIED PER ART 210.5 OR 215.12:

CONDUCTOR	STD COLOR	ALT COLOR
DC+	RED	RED-STRIPED
DC-	BLACK	BLACK-STRIPED

7. ALL SAW CUTTING, TRENCHING, BACK FILLING AND PATCHING SHALL BE PART OF THIS CONTRACT.
8. TERMINATIONS OF AC, DC, AND COMMUNICATIONS CONDUCTORS SHALL BE PROFESSIONALLY AND LEGIBLY LABELED WITH CIRCUIT SCHEDULE IDENTIFIER, CONDUCTOR SIZE (AS APPLICABLE) AND TERMINATION TORQUE.
9. ALL EQUIPMENT SHALL BE LISTED BY A NRTL IN COMPLIANCE WITH ART 110.3. WHERE EXISTING NRTL LISTING CANNOT BE MAINTAINED, ENGINEERING APPROVAL SHALL BE OBTAINED PRIOR TO EQUIPMENT MODIFICATION, AND THE EQUIPMENT SHALL BE RELISTED BY A SUITABLE NRTL.
10. UNDERGROUND CONDUCTORS & CABLES TO BE INSTALLED IN CONDUIT UON.
11. ALL CONDUIT ONLY (C.O.) SHALL HAVE A PULL WIRE OR MULE TAPE.
12. ALL WIRES SHALL BE PROVIDED WITH STRAIN RELIEF AT ALL ENTRY INTO BOXES AS REQUIRED BY NRTL LISTING.
13. REFER TO MANUFACTURER'S CURRENT PLANNING AND INSTALLATION MANUAL FOR TORQUE SPECS FOR ALL BOLTS AND TERMINAL CONNECTIONS.
14. ALL CONDUCTOR TERMINATIONS ON BUSSING OR TRANSFORMER SPADES SHALL BE MADE WITH HIGH-PRESS CRIMP LUGS UON.
15. ALL TERMINATIONS OF ALUMINUM CONDUCTORS SHALL BE PROPERLY INSTALLED WITH BEST PRACTICES INCLUDING BUT NOT LIMITED TO:

- USE OF TERMINATION EQUIPMENT RATED FOR ALUMINUM AT THE CONDUCTOR TEMPERATURE, CURRENT, AND VOLTAGE
- ALLOWANCE FOR MOVEMENT DUE TO THERMAL EXPANSION/CONTRACTION
- PROPER COATING OF EXPOSED ALUMINUM WITH ANTI-OXIDIZATION COMPOUND
- USE OF CALIBRATED DEVICES TO TORQUE AND MARK TERMINALS TO REQUIRED SETTINGS

16. DUCT SEAL COMPOUND SHALL BE APPLIED WHEREVER CONDUITS TRANSITION INDOOR/OUTDOOR OR UNDERGROUND/ABOVEGROUND. REFER TO EQUIPMENT NOTES FOR ADDITIONAL DUCT SEAL REQUIREMENTS.
17. BELL ENDS SHALL BE INSTALLED WHEREVER CONDUIT ENTERS EQUIPMENT FROM UNDERGROUND AND WHEREVER POTENTIAL FOR DAMAGE TO CONDUCTORS IS PRESENT AT ANY POINT. BELL ENDS SHALL NOT PREVENT THE USE OF GROUNDING FITTINGS OR COUPLERS WHEN REQUIRED.
18. ALL STUB-UPS WITHIN FLOOR-MOUNTED EQUIPMENT SHALL BE 3-5" ABOVE FINISHED GRADE.
19. ALL CONDUITS EXPOSED TO VEHICULAR OR EQUIVALENT PHYSICAL DAMAGE SHALL BE RIGID GALVANIZED STEEL.
20. GROUND LUGS SHALL BE RATED FOR THEIR ENVIRONMENT AND CONDITION OF USE.
21. CLEAN PREMISES DAILY OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK PREMISES IN A COMPLETE AND UNDAMAGED CONDITION.
22. COMPRESSION FITTINGS TO BE USED ON ALL CONDUITS (NO SETSCREWS).
23. THE GFPE DEVICE MUST BE FIELD TESTED PRIOR TO BEING PUT INTO SERVICE AS REQUIRED BY CEC 230.95(C).

CONCRETE NOTES

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318 MOST CURRENT EDITION.
2. CONTRACTOR SHALL VERIFY SITE CONDITIONS AND DIMENSIONS PRIOR TO STARTING WORK. NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES FOR RESOLUTION PRIOR TO PROCEEDING.
3. CONCRETE SHALL CONFORM TO ASTM C-94.
4. CEMENT SHALL CONFORM TO ASTM C150, TYPE II.
5. CONCRETE - MATERIALS: AGGREGATE, ASTM C-33; WATER, POTABLE; TRANSIT MIX, ASTM C-94; ADMIXTURE, ONLY WITH WRITTEN APPROVAL. CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED AND PLACE IN ACCORDANCE WITH C.B.C. SECTION 1903 AND ACI 318. STRENGTHS AT 28 DAYS AND MIX CRITERIA SHALL BE AS FOLLOWS. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY CONCRETE WHICH FAILS TO ATTAIN SPECIFIED STRENGTH IN 28 DAYS IF SO DIRECTED BY THE ENGINEER.
   5.1. THE CONTRACTOR SHALL PROVIDE CONCRETE WITH THE FOLLOWING SPECIFIED 28 DAY STRENGTH (F'c)

5.1.1.	CONCRETE PAD/SLAB	2,500 PSI, NO SPECIAL INSPECTION REQUIRED
5.1.2.	FOUNDATION PIERS	2,500 PSI, NO SPECIAL INSPECTION REQUIRED
5.1.3.	CEMENT SHALL BE ASTM C150, PORTLAND CEMENT TYPE II U.N.O.	

6. REINFORCING SHALL BE FREE OF LOOSE RUST OR OTHER DELETERIOUS COATING.
7. REINFORCING AND TIE DOWN ANCHORS SHALL BE SECURED IN PLACE PRIOR TO POURING THE FOUNDATION CONCRETE.
8. THE GENERAL CONTRACTOR SHALL SUPERVISE AND BE RESPONSIBLE FOR THE METHODS AND PROCEDURES OF CONCRETE PLACEMENT.
9. ALL CONCRETE WITH SURFACES EXPOSED TO STANDING WATER SHALL BE AIR-ENTRAINED WITH AN AIR-ENTRAINING AGENT CONFORMING TO ASTM 260, C494, C618, C989 AND C1017. TOTAL AIR CONTENT SHALL BE IN ACCORDANCE WITH TABLE 1904.2.1 OF THE C.B.C.
10. REINFORCING STEEL SHALL CONFORM TO ASTM A615 (INCLUDING SUPPLEMENTS1), GRADE 60, FY=60,000PSI EXCEPTIONS, ANY BARS SPECIFICALLY 40 NOTED ON THE DRAWINGS SHALL BE GRADE 40, FY=40,000 PSI. GRADE 60 REINFORCING BARS INDICTED ON THE DRAWINGS TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING COMPLYING WITH ASTM A615(S1) MAY BE WELDED ONLY IF MATERIAL PROPERTY REPORTS INDICATING CONFORMANCE WITH WELDING PROCEDURES SPECIFIED IN A.W.S. D14 ARE SUBMITTED.
11. REINFORCING STEEL SHALL BE DETAILED (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH ACI 315 AND 318. LAP ALL CONTINUOUS REINFORCEMENT AT LEAST 309 BAR DIAMETERS OR A MINIMUM OF 2'-0". PROVIDE CORNER BARS AT ALL WALL AND FOOTING INTERSECTIONS. LAP CORNER BARS AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". LAP ADJACENT MATS OF WELDED WIRE FABRIC A MINIMUM OF 8" AT SIDES AND ENDS.
12. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185
13. SPIRAL REINFORCEMENT SHALL BE DEFORMED WIRE CONFORMING TO ASTMA615. GRADE 60, FY 60,000PSI.
14. USE Fy=60 ksi, TYPICAL AND 60 KSI FOR TIES AND STIRRUPS. REINFORCING MIN. COVER SHALL BE AS FOLLOWS:
15. NO BARS PARTIALLY EMBEDDED N HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY SO DETAILED OR APPROVED BY DIAMOND ENGINEERING SERVICES (DES)
    CONCRETE PROTECTION (COVER) FOR REINFORCING STEEL SHALL BE AS FOLLOWS.

15.1.	FOOTING AND OTHER UNFORMED SURFACES, EARTH FACE	3"
15.2.	FORMED SURFACES EXPOSED TO EARTH OR WEATHER (#6 BARS OR LARGER)	2"
	(#5 BARS OR LARGER	1-1/2"
15.3.	SLABS AND WALLS (INTERIOR FACE)	3/4"

16. BARS SHALL BE SUPPORTED ON CHAIRS OR CONCRETE BRICKS.
17. MINIMUM LAP SPLICE SHALL BE 48 BAR DIAMETERS UNLESS OTHERWISE NOTED.
18. MINIMUM BEND DIAMETER SHALL BE 6 BAR DIAMETERS UNLESS OTHERWISE NOTED.
19. CONCRETE SHALL BE PLACED AGAINST FIRM UNDISTURBED NON EXPANSIVE SOIL AT DEPTH SHOWN. WHERE OTHER CONDITIONS ARE ENCOUNTERED DURING EXCAVATION THE ENGINEER OF RECORD SHALL BE NOTIFIED AND REMEDIAL MEASURES PRESCRIBED PRIOR TO PROCEEDING WITH WORK.
20. BOTTOM OF FOOTING TRENCHES SHALL BE CLEAN AND LEVEL. REMOVE DEBRIS PRIOR TO PLACING CONCRETE.
21. ANCHOR BOLTS SHALL CONFORM TO ASTM F1554 GRADE 55 AND WITHOUT SIGNIFICANT RUST.
22. PROVIDE A 3/4" CAMPHOR AT EXPOSED EDGES OF CONCRETE.
23. NON-SHRINK GROUT SHALL BE FURNISHED BY AN APPROVED MANUFACTURE AND SHALL BE MIXED AND PLACED IN STRICT ACCORDANCE WITH THE MANUFACTURE'S PUBLISHED RECOMMENDATIONS. GROUT STRENGTH SHALL 7,000 PSI.
24. ANCHORS INSTALLED IN CONCRETE SHALL BE HOT DIPPED GALVANIZED PER A123/A123M-00 OR STAINLESS STEEL.
25. REINFORCING, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC. TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED PRIOR TO PLACING CONCRETE.
26. CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY MOTORIZED VIBRATORY MEANS AND THOROUGHLY WORKED AROUND REINFORCEMENT. EMBEDDED ITEMS AND INTO CORNERS OF FORMS.
27. FOUNDATION DESIGN IS BASED ON THE MINIMUM REQUIREMENTS OF CHAPTER 18 OF THE CURRENT EDITION OF THE CALIFORNIA BUILDING CODE VOLUME II (CBC) AND SPECTRAL RESPONSE VALUES. THE ANALYSIS IS BASED ON THE MINIMUM REQUIREMENTS OF CHAPTER 18 OF THE CURRENT EDITION OF THE CALIFORNIA BUILDING CODE VOLUME II (CBC) AND SPECTRAL RESPONSE VALUES PROVIDED BY USGS, INCLUDED IN THE APPENDIX.

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PALO ALTO, CA 94304

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

NOTES

REVISIONS

No.	DESCRIPTION	DATE
A	CD50, FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28

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G003

1 **SITE PLAN**

SCALE: 1" = 20'-0"

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SITE PLAN

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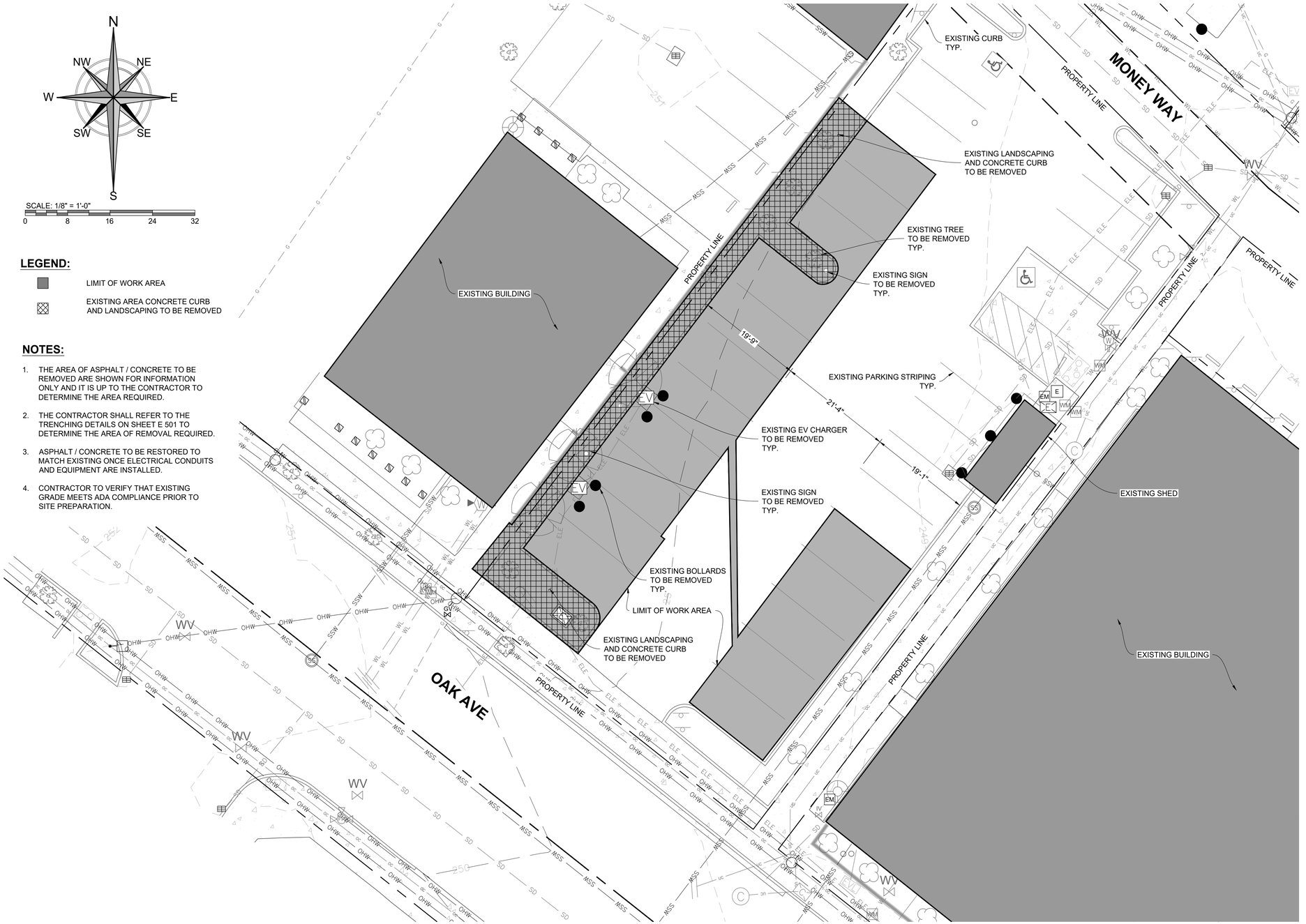
G101

LEGEND:

- LIMIT OF WORK AREA
- EXISTING AREA CONCRETE CURB AND LANDSCAPING TO BE REMOVED

NOTES:

1. THE AREA OF ASPHALT / CONCRETE TO BE REMOVED ARE SHOWN FOR INFORMATION ONLY AND IT IS UP TO THE CONTRACTOR TO DETERMINE THE AREA REQUIRED.
2. THE CONTRACTOR SHALL REFER TO THE TRENCHING DETAILS ON SHEET E 501 TO DETERMINE THE AREA OF REMOVAL REQUIRED.
3. ASPHALT / CONCRETE TO BE RESTORED TO MATCH EXISTING ONCE ELECTRICAL CONDUITS AND EQUIPMENT ARE INSTALLED.
4. CONTRACTOR TO VERIFY THAT EXISTING GRADE MEETS ADA COMPLIANCE PRIOR TO SITE PREPARATION.



1 **DEMOLITION PLAN**

SCALE: 1/8" = 1'-0"

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DEMOLITION PLAN

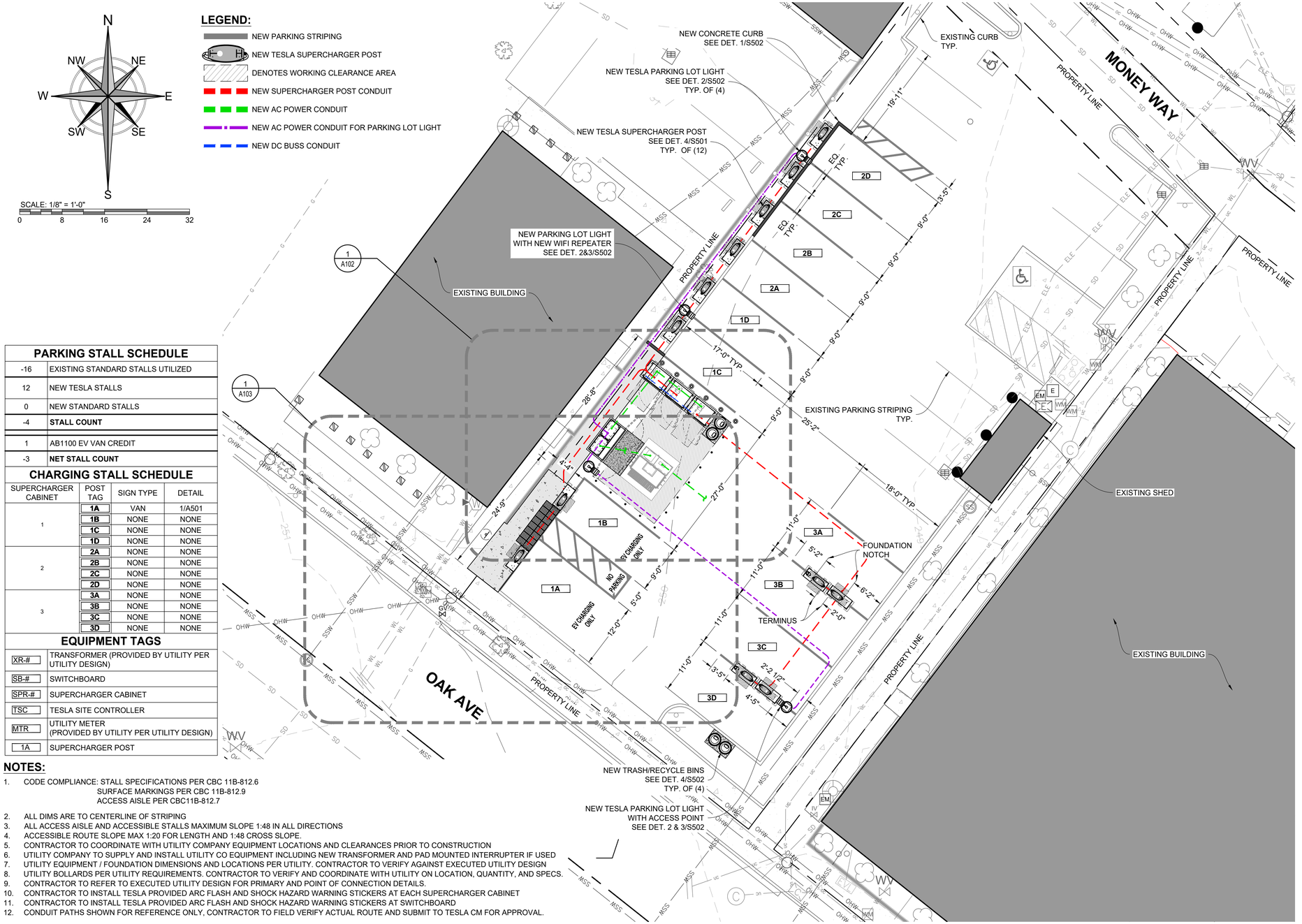
REVISIONS

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D101



PARKING STALL SCHEDULE

-16	EXISTING STANDARD STALLS UTILIZED
12	NEW TESLA STALLS
0	NEW STANDARD STALLS
-4	**STALL COUNT**
1	AB1100 EV VAN CREDIT
-3	**NET STALL COUNT**

CHARGING STALL SCHEDULE

SUPERCHARGER CABINET	POST TAG	SIGN TYPE	DETAIL
1	1A	VAN	1/A501
	1B	NONE	NONE
	1C	NONE	NONE
	1D	NONE	NONE
2	2A	NONE	NONE
	2B	NONE	NONE
	2C	NONE	NONE
	2D	NONE	NONE
3	3A	NONE	NONE
	3B	NONE	NONE
	3C	NONE	NONE
	3D	NONE	NONE

EQUIPMENT TAGS

XR-#	TRANSFORMER (PROVIDED BY UTILITY PER UTILITY DESIGN)
SB-#	SWITCHBOARD
SPR-#	SUPERCHARGER CABINET
TSC	TESLA SITE CONTROLLER
MTR	UTILITY METER (PROVIDED BY UTILITY PER UTILITY DESIGN)
1A	SUPERCHARGER POST

NOTES:

1. CODE COMPLIANCE: STALL SPECIFICATIONS PER CBC 11B-812.6
   SURFACE MARKINGS PER CBC 11B-812.9
   ACCESS AISLE PER CBC11B-812.7
2. ALL DIMS ARE TO CENTERLINE OF STRIPING
3. ALL ACCESS AISLE AND ACCESSIBLE STALLS MAXIMUM SLOPE 1:48 IN ALL DIRECTIONS
4. ACCESSIBLE ROUTE SLOPE MAX 1:20 FOR LENGTH AND 1:48 CROSS SLOPE.
5. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY EQUIPMENT LOCATIONS AND CLEARANCES PRIOR TO CONSTRUCTION
6. UTILITY COMPANY TO SUPPLY AND INSTALL UTILITY CO EQUIPMENT INCLUDING NEW TRANSFORMER AND PAD MOUNTED INTERRUPTER IF USED
7. UTILITY EQUIPMENT / FOUNDATION DIMENSIONS AND LOCATIONS PER UTILITY. CONTRACTOR TO VERIFY AGAINST EXECUTED UTILITY DESIGN
8. UTILITY BOLLARDS PER UTILITY REQUIREMENTS. CONTRACTOR TO VERIFY AND COORDINATE WITH UTILITY ON LOCATION, QUANTITY, AND SPECS.
9. CONTRACTOR TO REFER TO EXECUTED UTILITY DESIGN FOR PRIMARY AND POINT OF CONNECTION DETAILS.
10. CONTRACTOR TO INSTALL TESLA PROVIDED ARC FLASH AND SHOCK HAZARD WARNING STICKERS AT EACH SUPERCHARGER CABINET
11. CONTRACTOR TO INSTALL TESLA PROVIDED ARC FLASH AND SHOCK HAZARD WARNING STICKERS AT SWITCHBOARD
12. CONDUIT PATHS SHOWN FOR REFERENCE ONLY, CONTRACTOR TO FIELD VERIFY ACTUAL ROUTE AND SUBMIT TO TESLA CM FOR APPROVAL.

1 AREA PLAN

SCALE: 1/8" = 1'-0"

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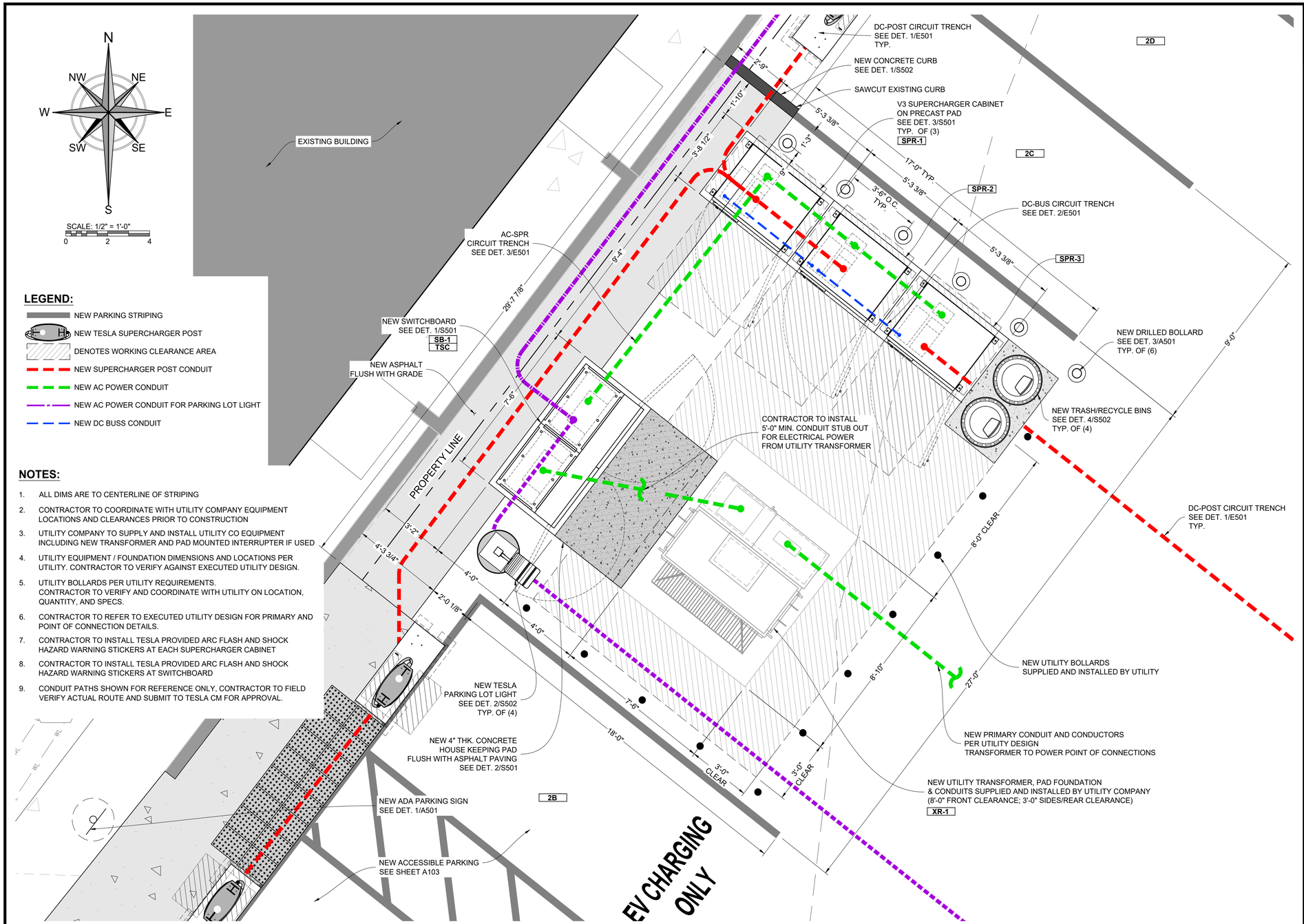
AREA PLAN

REVISIONS

No.	DESCRIPTION	DATE
A	CD50. FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

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1 **UTILITY EQUIPMENT**

SCALE: 1/2" = 1'-0"

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(12) SUPERCHARGERS

UTILITY EQUIPMENT PLAN

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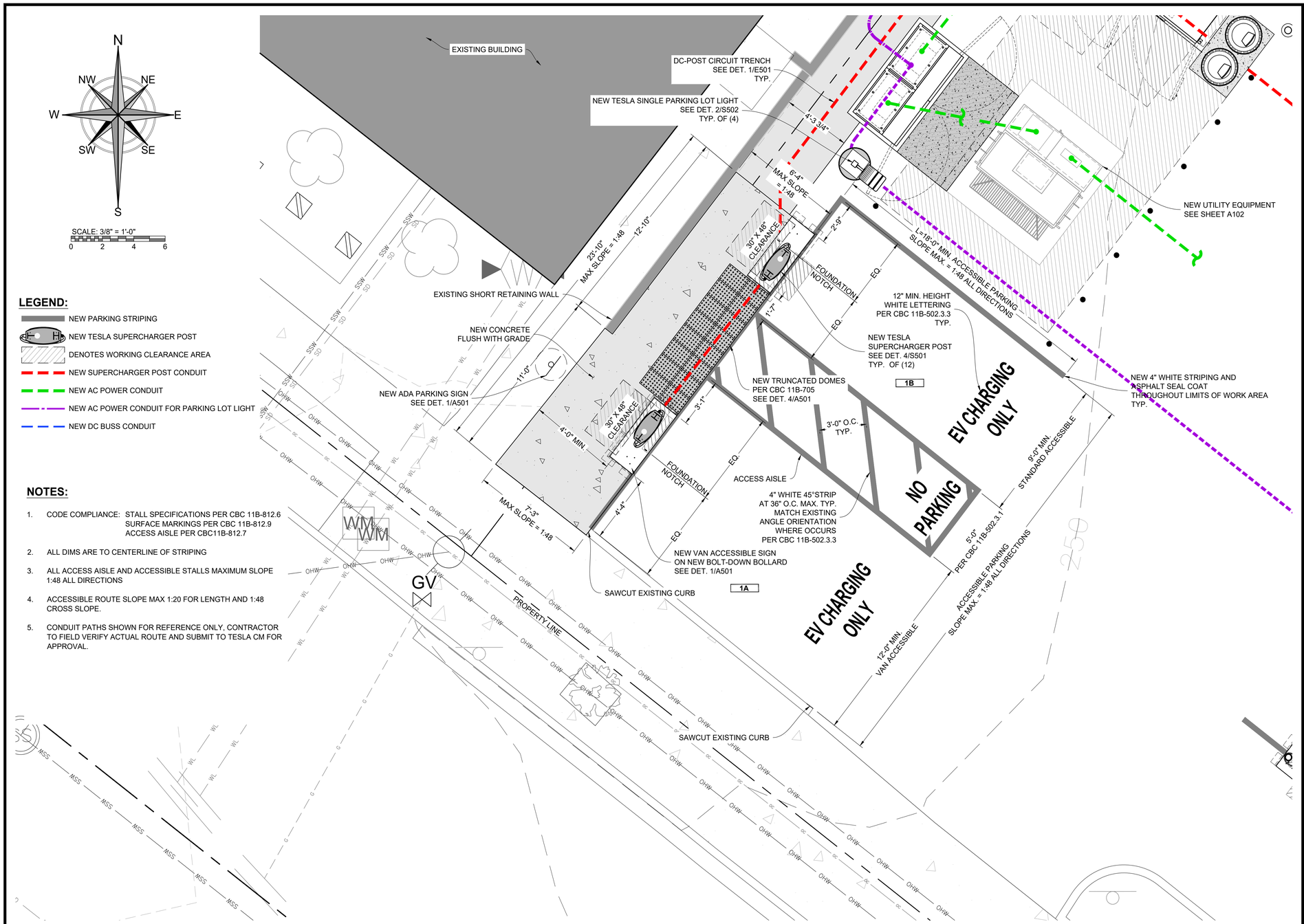
DIAMOND ENGINEERING SERVICES
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REVISIONS

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A102



LEGEND:

- NEW PARKING STRIPING
- NEW TESLA SUPERCHARGER POST
- DENOTES WORKING CLEARANCE AREA
- NEW SUPERCHARGER POST CONDUIT
- NEW AC POWER CONDUIT
- NEW AC POWER CONDUIT FOR PARKING LOT LIGHT
- NEW DC BUSS CONDUIT

NOTES:

1. CODE COMPLIANCE: STALL SPECIFICATIONS PER CBC 11B-812.6
   SURFACE MARKINGS PER CBC 11B-812.9
   ACCESS AISLE PER CBC11B-812.7
2. ALL DIMS ARE TO CENTERLINE OF STRIPING
3. ALL ACCESS AISLE AND ACCESSIBLE STALLS MAXIMUM SLOPE 1:48 ALL DIRECTIONS
4. ACCESSIBLE ROUTE SLOPE MAX 1:20 FOR LENGTH AND 1:48 CROSS SLOPE.
5. CONDUIT PATHS SHOWN FOR REFERENCE ONLY, CONTRACTOR TO FIELD VERIFY ACTUAL ROUTE AND SUBMIT TO TESLA CM FOR APPROVAL.

1 ACCESSIBLE PARKING PLAN

SCALE: 3/8" = 1'-0"

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ACCESSIBLE PARKING PLAN

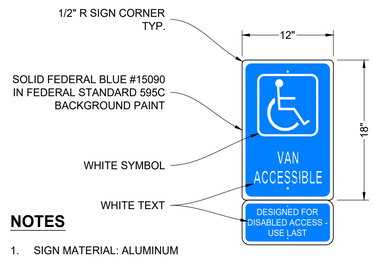
REVISIONS

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A103

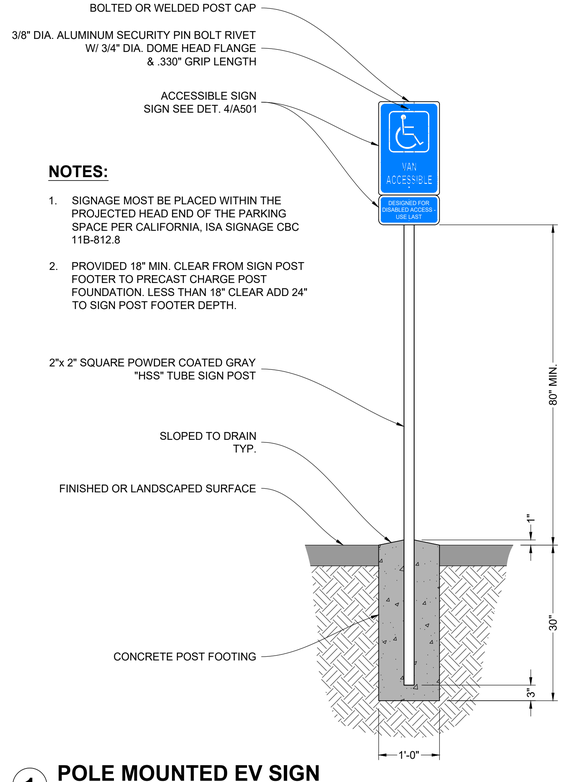


NOTES

1. SIGN MATERIAL: ALUMINUM
2. IDENTIFICATION SIGNS SHALL BE REFLECTORIZED WITH A MINIMUM AREA OF 70 SQUARE INCHES PER CBC 11B-812.8.6.

2 EV VAN ACCESSIBLE STALL PARKING SIGN

SCALE: 1 1/2" = 1'-0"



NOTES:

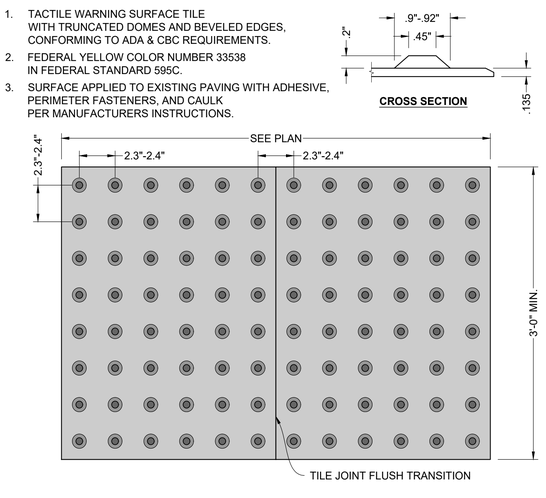
1. SIGNAGE MOST BE PLACED WITHIN THE PROJECTED HEAD END OF THE PARKING SPACE PER CALIFORNIA, ISA SIGNAGE CBC 11B-812.8
2. PROVIDED 18" MIN. CLEAR FROM SIGN POST FOOTER TO PRECAST CHARGE POST FOUNDATION. LESS THAN 18" CLEAR ADD 24" TO SIGN POST FOOTER DEPTH.

1 POLE MOUNTED EV SIGN VAN & STANDARD

SCALE: 1" = 1'-0"

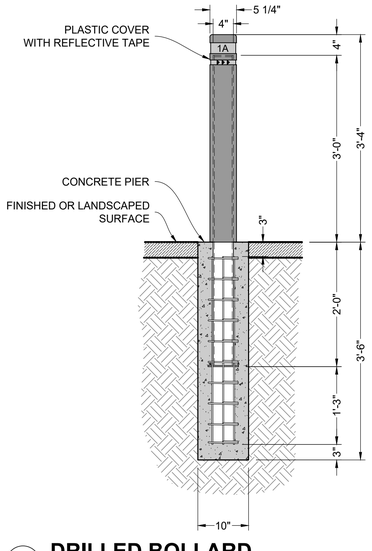
NOTE:

1. TACTILE WARNING SURFACE TILE WITH TRUNCATED DOMES AND BEVELED EDGES, CONFORMING TO ADA & CBC REQUIREMENTS.
2. FEDERAL YELLOW COLOR NUMBER 33538 IN FEDERAL STANDARD 595C.
3. SURFACE APPLIED TO EXISTING PAVING WITH ADHESIVE, PERIMETER FASTENERS, AND CAULK PER MANUFACTURERS INSTRUCTIONS.



4 TACTILE SURFACE TILE W/ TRUNCATED DOMES EXISTING

SCALE: NONE



3 DRILLED BOLLARD

TESLA PART#: 1838200-00-A SCALE: 1" = 1'-0"

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DETAILS

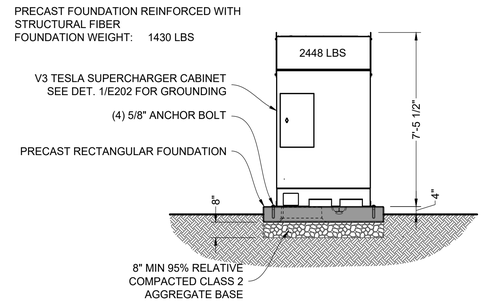
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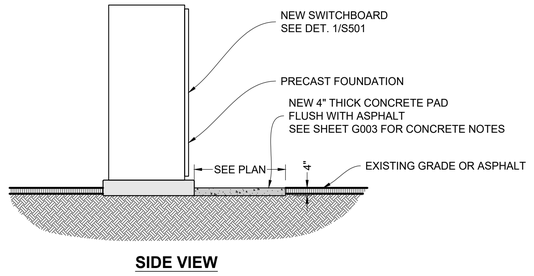
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A501



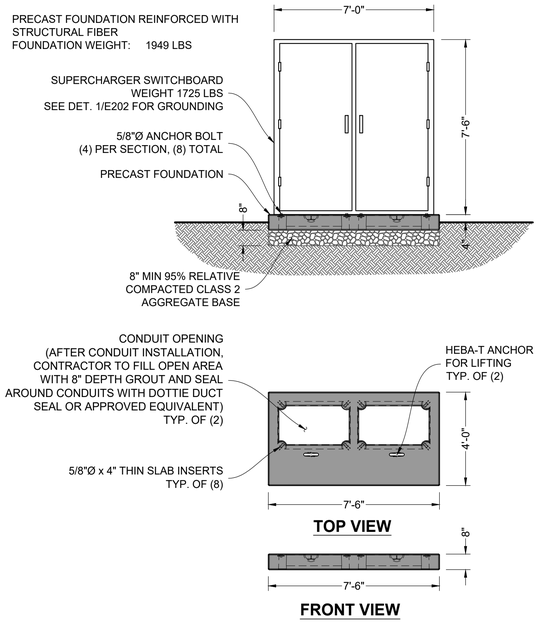
3 V3 SUPERCHARGER CABINET PRECAST FOUNDATION DETAIL

SCALE: 3/8" = 1'-0"



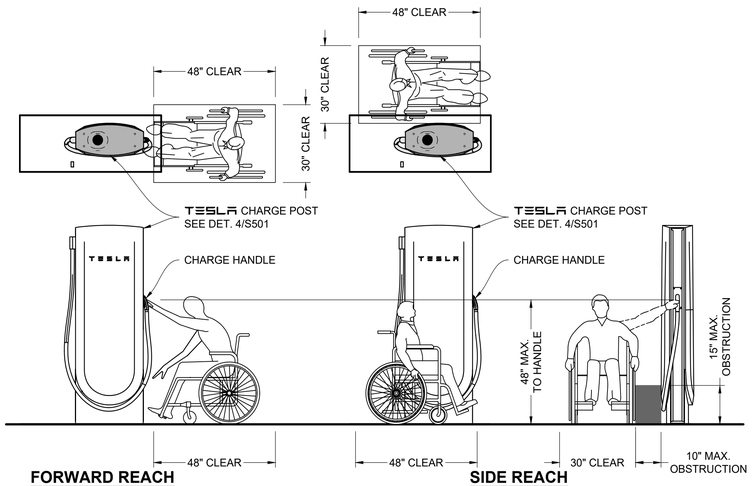
2 HOUSEKEEPING PAD DETAIL

SCALE: 3/8" = 1'-0"



1 SWITCHBOARD AND PRECAST FOUNDATION DETAIL

SCALE: 3/8" = 1'-0"



NOTES:

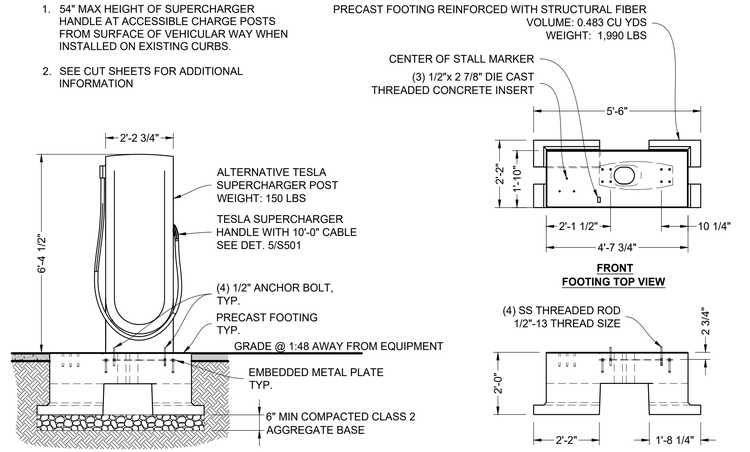
1. DETAIL IS A REFERENCE TO 2022 CBC CHAPTER 11B-308.3
2. PER FIGURE 11B-308.3.1 MAXIMUM UNOBSTRUCTED HIGH SIDE REACH SHALL BE 48" MAXIMUM IN HEIGHT.
3. PER FIGURE 11B-308.3.1 MAXIMUM OBSTRUCTION SHALL BE 10" MAXIMUM IN DEPTH AND 15" MAXIMUM IN HEIGHT.
4. TESLA EV CHARGE POST BASE TO BE INSTALLED FLUSH WITH FINISH GRADE.

5 TESLA SUPERCHARGER POST ADA DETAIL

SCALE: 1/2" = 1'-0"

NOTES:

1. 54" MAX HEIGHT OF SUPERCHARGER HANDLE AT ACCESSIBLE CHARGE POSTS FROM SURFACE OF VEHICULAR WAY WHEN INSTALLED ON EXISTING CURBS.
2. SEE CUT SHEETS FOR ADDITIONAL INFORMATION



4 TESLA SUPERCHARGER POST DETAIL

SCALE: 1/2" = 1'-0"

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STRUCTURAL DETAIL

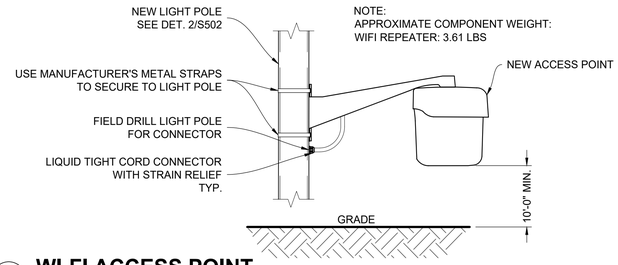
REVISIONS

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C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28

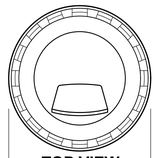
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S501



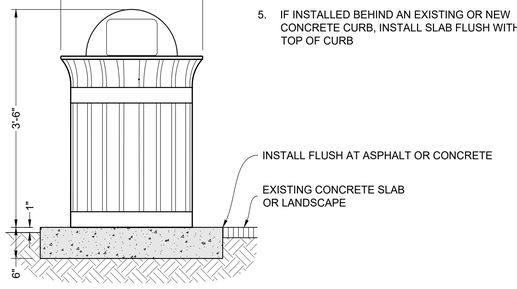
3 WI-FI ACCESS POINT LIGHT POLE MOUNTING DETAIL

SCALE: 1 1/2" = 1'-0"

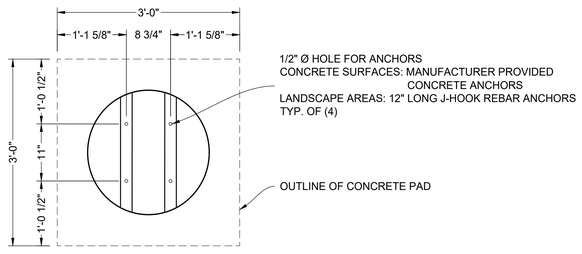


NOTES:

1. NO REINFORCE IS TO BE INSTALLED
2. IF MORE THAN TRASH BIN IS TO BE INSTALLED SLAB SIZE FOR (2) TRASH BINS IS 5'-0" x 3'-0"
3. IF INSTALLED IN LANDSCAPING RAISE FOUNDATION BY 1" FOR WATER TO DRAIN OFF
4. INSTALL FLUSH AT ASPHALT OR CONCRETE
5. IF INSTALLED BEHIND AN EXISTING OR NEW CONCRETE CURB, INSTALL SLAB FLUSH WITH TOP OF CURB



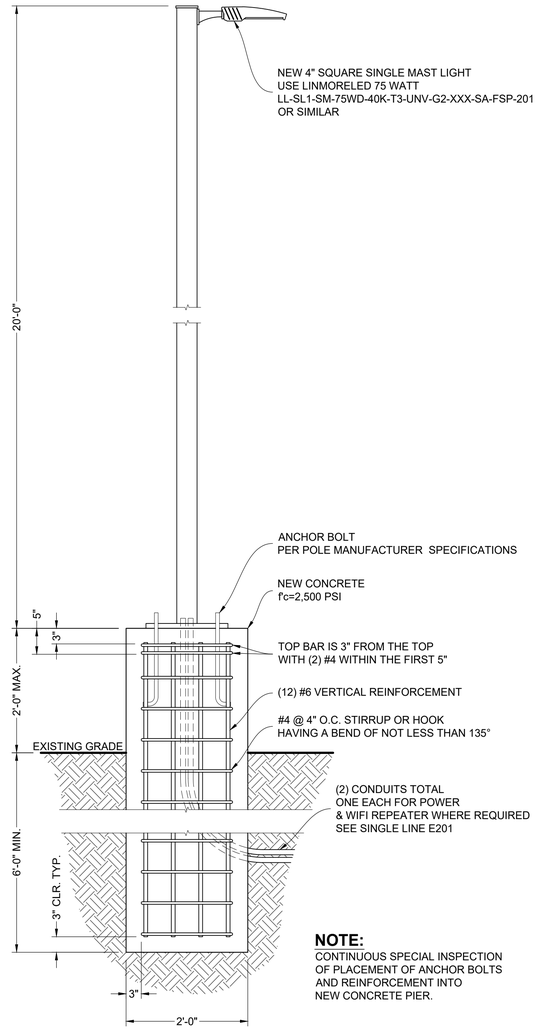
SIDE VIEW



BOTTOM VIEW

4 TRASH BIN

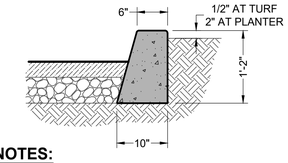
SCALE: 1" = 1'-0"



NOTE:
CONTINUOUS SPECIAL INSPECTION OF PLACEMENT OF ANCHOR BOLTS AND REINFORCEMENT INTO NEW CONCRETE PIER.

2 LIGHT POLE FOUNDATION SINGLE LIGHT

SCALE: 1" = 1'-0"



NOTES:

1. STEEL TROWEL FINISH CONCRETE CURB WITH 1/2" ROUNDED EDGES.
2. PROVIDE EXPANSION JOINT AT 45'-0" O.C. MAX.
3. TOOLED JOINTS AT 15'-0" O.C. MAX.

1 CONCRETE CURB

SCALE: 1" = 1'-0"

TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

STRUCTURAL DETAIL

REVISIONS

No.	DESCRIPTION	DATE
A	CD50. FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
Draw/Check By: ACU / LBS

S502

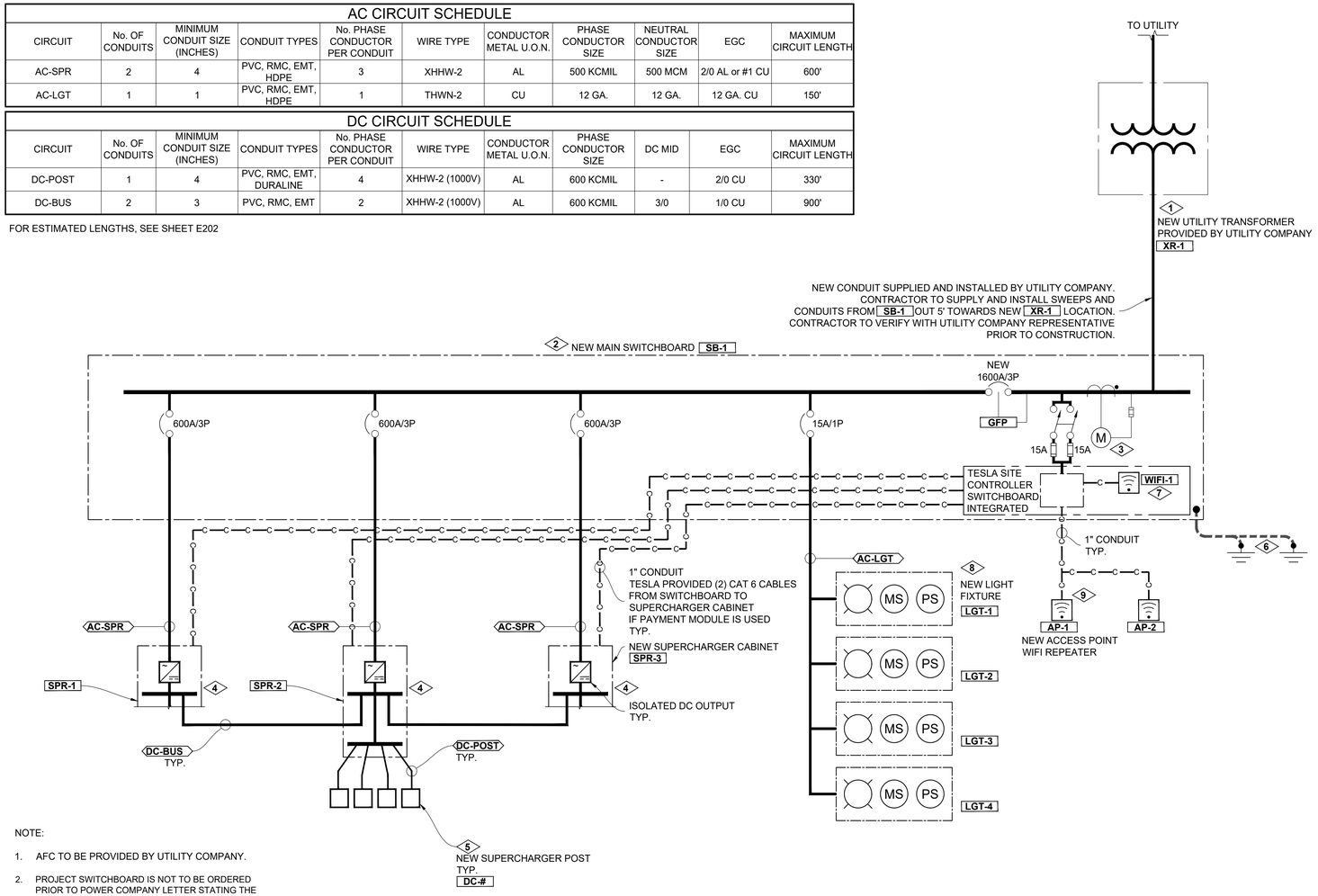
AC CIRCUIT SCHEDULE

CIRCUIT	No. OF CONDUITS	MINIMUM CONDUIT SIZE (INCHES)	CONDUIT TYPES	No. PHASE CONDUCTOR PER CONDUIT	WIRE TYPE	CONDUCTOR METAL U.O.N.	PHASE CONDUCTOR SIZE	NEUTRAL CONDUCTOR SIZE	EGC	MAXIMUM CIRCUIT LENGTH
AC-SPR	2	4	PVC, RMC, EMT, HDPE	3	XHHW-2	AL	500 KCMIL	500 MCM	2/0 AL or #1 CU	600'
AC-LGT	1	1	PVC, RMC, EMT, HDPE	1	THWN-2	CU	12 GA.	12 GA.	12 GA. CU	150'

DC CIRCUIT SCHEDULE

CIRCUIT	No. OF CONDUITS	MINIMUM CONDUIT SIZE (INCHES)	CONDUIT TYPES	No. PHASE CONDUCTOR PER CONDUIT	WIRE TYPE	CONDUCTOR METAL U.O.N.	PHASE CONDUCTOR SIZE	DC MID	EGC	MAXIMUM CIRCUIT LENGTH
DC-POST	1	4	PVC, RMC, EMT, DURALINE	4	XHHW-2 (1000V)	AL	600 KCMIL	-	2/0 CU	330'
DC-BUS	2	3	PVC, RMC, EMT	2	XHHW-2 (1000V)	AL	600 KCMIL	3/0	1/0 CU	900'

FOR ESTIMATED LENGTHS, SEE SHEET E202



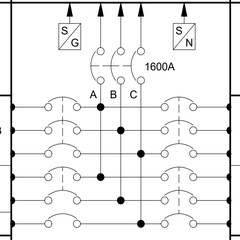
NOTE:

1. AFC TO BE PROVIDED BY UTILITY COMPANY.
2. PROJECT SWITCHBOARD IS NOT TO BE ORDERED PRIOR TO POWER COMPANY LETTER STATING THE PROJECT'S AFC (AVAILABLE FAULT CURRENT)

PANEL CIRCUIT AND LOAD SCHEDULE

CIRCUIT NUMBER	LOAD DESCRIPTION	LOAD QUANTITY	LOAD UNIT (V.A.)	LOAD PER PHASE (V.A.) ØA	ØB	ØC	TRIP	AMP / POLE
1				129000	0	0		
3	SUPERCHARGER #1	1	387000	0	129000	0	600	600/3
5				0	0	129000		
7				50	0	0		
9	CONTROLLER	1	100	0	50	0	15	15/2
11	LIGHTS	4	75	300	0	0	15	15/1
	SUB TOTALS VA			129350	129050	129000		
	SUB TOTALS AMPS			155.8	155.4	155.3		

TO METER MAIN



SERVICE: 277/480 VAC PANEL DESCRIPTION: SWITCHBOARD

AMP / POLE	TRIP	LOAD PER PHASE (V.A.) ØA	ØB	ØC	LOAD UNIT (V.A.)	LOAD QUANTITY	LOAD DESCRIPTION	CIRCUIT NUMBER
		129000	0	0				2
600/3	600	0	129000	0	387000	1	SUPERCHARGER #2	4
		0	0	129000				6
		129000	0	0				8
600/3	600	0	129000	0	387000	1	SUPERCHARGER #3	10
		0	0	129000				12
		258000	258000	258000			TOTAL KVA	1161.4
		310.7	310.7	310.7			TOTAL AMPS	1398.6

No.:	EQUIPMENT NOTES:
1	NEW UTILITY TRANSFORMER XR-1 • SIZE AND PRIMARY VOLTAGE PER UTILITY • SECONDARY 480Y/277V
2	NEW MAIN SWITCHBOARD SB-1 • 480/277 VAC, 1600A • 1000 MAIN BREAKER, 100% RATED, LSIG, ENERGY REDUCING • 65 kAIC RATED
3	NEW UTILITY METER
4	NEW SUPERCHARGER CABINET SPR-# • (3) SUPERCHARGER CABINETS • 480VAC, 3PH, 4W • 465A MAX AC INPUT • DC OUTPUT TP (4) CHARGE POSTS MAX. EACH SUPERCHARGER CABINET • 85 kA SCCR
5	NEW SUPERCHARGER POST DC-# • 250 KW • (12) SUPERCHARGER POSTS • 180VDC - 500VDC
6	GROUNDING ELECTRODE CONDUCTOR "GEC" • COPPER GROUND RODS • SEE DETAIL 1/E202 FOR MORE INFORMATION
7	NEW WIFI BROADCAST UNIT IN SWITCHBOARD WIFI-# • INTERNALLY FUSED IN CONTROLS COMPARTMENT • UNIT PRE-INSTALLED IN SWITCHBOARD • CRADLEPOINT & RX30 POE SWITCH TO SUPPLY ACCESS POINT UNIT(S)
8	NEW LIGHT FIXTURE LGT-# • LINMORELED 75 WATT LL-SL1-SM-75WD-40K-T3-UNV-BRN-SA-SN • 75W, 120-277VAC • INTEGRATED PHOTO AND MOTION SENSOR • POLE MOUNTED • LED MODULE WITH 4000K LIGHTING COLOR TEMPERATURE CAST PER FIXTURE • POLE & FIXTURE COLOR BRONZE (4) TOTAL FIXTURES
9	NEW ACCESS POINT AP-# • ARUBA #AP-565 SUPPLEMENTARY ACCESS POINT • FED FROM BROADCAST UNIT • COMES WITH ACCESSORY MOUNTING BRACKET • POWER OVER ETHERNET • SEE STRUCTURAL DRAWINGS FOR GROUNDING (2) TOTAL REPEATERS

SINGLE LINE LEGEND

SYMBOL	DESCRIPTION
	BUSS
	SHIELDED CAT6 CABLE
	CONDUCTORS
	CIRCUIT BREAKER
	LUG KIT
	CURRENT TRANSFORMER
	POWER TRANSFORMER
	EQUIPMENT ENCLOSURES
M	METER
	AC-DC OR DC-AC CONVERTER
MS PS	LIGHT WITH MOTION AND PHOTO SENSOR

TESLA
3500 DEER CREEK RD.
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DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

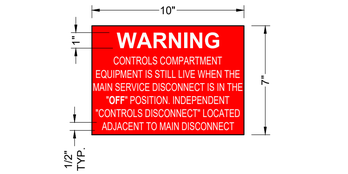
ELECTRICAL SINGLE LINE DIAGRAM

REVISIONS

No.	DESCRIPTION	DATE
A	CD50, FOR REVIEW	07-19-24
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C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
Draw/Check By: ACU / LBS

E201



NOTE: ATTACH TO EXTERIOR OF CONTROLS COMPARTMENT PANEL

NOTE: ATTACH TO FRONT OF SWITCHGEAR

NOTE: ATTACH TO SWITCHGEAR MAIN DISCONNECT

PLACARD NOTES:

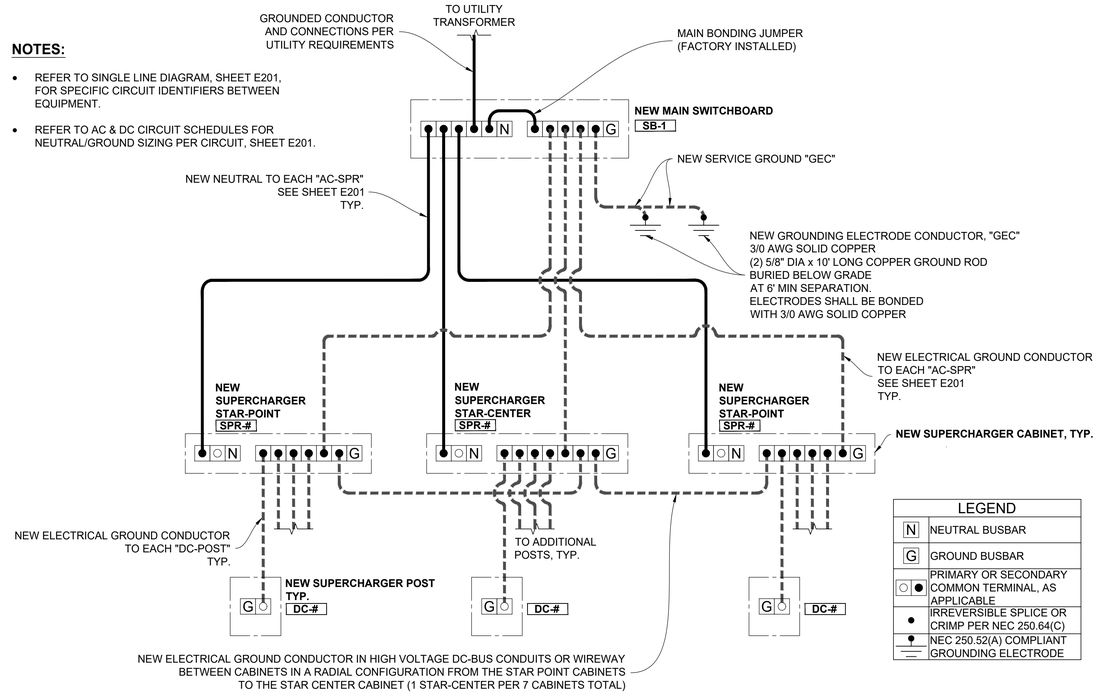
1. PLACARDS TO BE MADE OF RED PHENOLIC PLASTIC WITH WHITE LETTERING.
2. ATTACH WITH RIVETS OR SELF TAPPING SCREWS.
3. ADDITIONAL PLACARDS REQUIRED FOR ARC FLASH LABELS.
4. TESLA TO PROVIDE ALL PLACARDS AND ARC FLASH LABELS.
5. CONTRACTOR TO INSTALL.

2 SYSTEM PLACARDS

SCALE: NONE

NOTES:

- REFER TO SINGLE LINE DIAGRAM, SHEET E201, FOR SPECIFIC CIRCUIT IDENTIFIERS BETWEEN EQUIPMENT.
- REFER TO AC & DC CIRCUIT SCHEDULES FOR NEUTRAL/GROUND SIZING PER CIRCUIT, SHEET E201.



1 GROUNDING DIAGRAM

SCALE: NONE

AC SUPERCHARGER LENGTHS

SUPERCHARGER	TOTAL NUMBER OF CONDUITS	LINEAR LENGTH IN FEET SWITCHBOARD TO SUPERCHARGER	ESTIMATED LENGTH IN FEET*
1	2	17	42
	LENGTH OF AC AL WIRE PER CONDUIT**		168
	LENGTH OF AC AL WIRE ***		336
2	2	22	47
	LENGTH OF AC AL WIRE PER CONDUIT**		188
	LENGTH OF AC AL WIRE ***		376
3	2	27	52
	LENGTH OF AC AL WIRE PER CONDUIT**		208
	LENGTH OF AC AL WIRE ***		416
TOTAL LENGTH OF AC AL WIRE ****			1128
TOTAL LENGTH OF EGC *****			282

NOTES:

1. SEE SHEET E 201 FOR WIRE CONFIGURATION.

* AC CONDUCTORS: 25 FT IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH & TRANSITIONS.

** ESTIMATED LENGTH OF AL WIRE = SUM OF ESTIMATED LENGTH x 4 WIRES PER SUPERCHARGER

*** LENGTH = LENGTH OF AC AL WIRE PER CONDUIT x # OF CONDUITS

**** TOTAL LENGTH = SUM OF AC LENGTHS

***** TOTAL LENGTH OF EGC = LENGTH x # SETS

DC CHARGING POST LENGTHS

SUPERCHARGER	CHARGE POST	LINEAR LENGTH IN FEET	ESTIMATED DC WIRE LENGTH IN FEET*
1	1A	46	68
	1B	32	54
	1C	12	34
	1D	21	43
2	2A	35	57
	2B	44	66
	2C	53	75
	2D	62	84
3	3A	51	73
	3B	56	78
	3C	73	95
	3D	78	100
CONDUIT LENGTH			827
TOTAL CONDUCTOR LENGTH**			3308
TOTAL LENGTH OF EGC & COMM CABLE			827

NOTES:

1. SEE SHEET E 201 FOR WIRE CONFIGURATION.

2. ANY DC RUN OVER 330' SHALL BE BROUGHT TO THE ATTENTION OF THE TESLA CONSTRUCTION MANAGER.

* 22 FT IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH & TRANSITIONS.

** ESTIMATED LENGTH OF DC AL WIRE = SUM OF ESTIMATED LENGTH x 4 WIRES PER SUPERCHARGER

4 AC & DC ESTIMATED LENGTHS

MAIN SWITCHBOARD SB-1, MCB 1600A ZPOWER			
		PHASE	GROUND
DESIGNATION	FRAME AMPS	1,600	1,600
	AIC kA	65	65
FRAME	MFR	EATON	
	TYPE MODEL	MPN-616	MPN-616
TRIP UNIT	SENSOR AMPS	1,600	1,600
	PLUG AMPS	1,600	1,600
	DESCRIPTION	LSI, 1600AF, 200-1600AP	GF, 800-6000AF
	TYPE/MODEL	MAGNUM PXR 20	MAGNUM PXR 20
TRIP UNIT SETTINGS (1600A TRIP)	LONG DELAY PICKUP (I_L)	1 (1600A)	
	LONG DELAY TIME (t_L)	24s	
	SHORT DELAY PICKUP (I_{SD})	2.5 (4000A)	
	SHORT DELAY TIME (I^2t)	0.1s	
	INSTANTANEOUS PICKUP (I_I)	6 (9600A)	
	GROUND FAULT PICKUP (I_g)		0.75 (1200A)
	GROUND FAULT DELAY TIME (t_g)		0.5s

SUPERCHARGER CABINET BREAKERS
PD-3 THERMAL-MAG TRIP UNIT (600A TRIP)
INSTANTANEOUS (I): 5 (3000A)

3 BREAKER SETTINGS

TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

ELECTRICAL DETAILS

REVISIONS

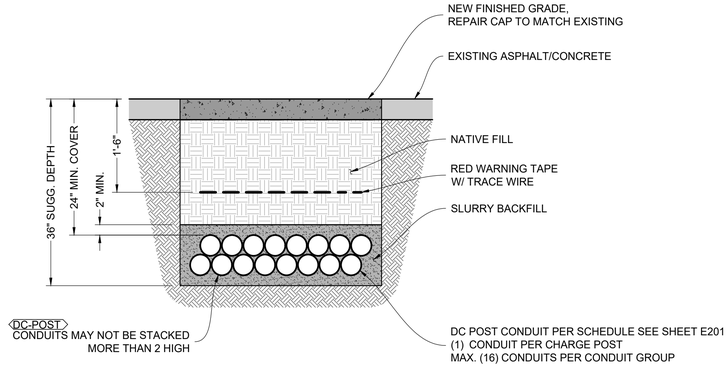
No.	DESCRIPTION	DATE
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Job No.: TSD24 28
Draw/Check By: ACU / LBS

E202

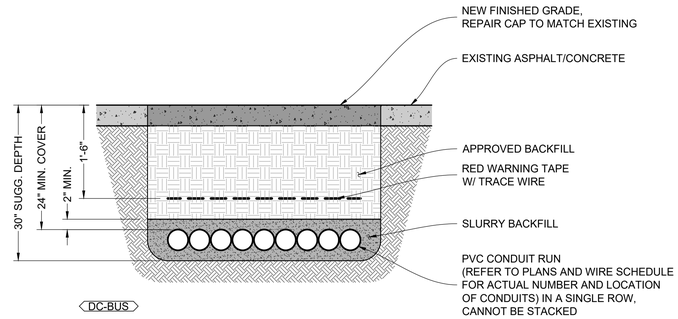
TRENCHING NOTES:

1. THE DC-BUS, DC-POST, AND AC-SPR TRENCH DESIGNS ARE THE RESULT OF A THERMAL ANALYSIS OF THE CONDUCTORS UNDER LOAD. FOR PROPER PROTECTION THEY MUST BE FOLLOWED.
2. APPROVED BACKFILL IS REQUIRED TO MEET THE DESIGNED RHO VALUES USE THE SPECIFIED BACKFILL LISTED BELOW OR TEST NATIVE SOIL CONDITIONS TO CONFIRM MAX DEFINED RHO VALUES.
3. **RHO 60 BACKFILL** - CONCRETE BACKFILL WITH MIN 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI MUST BE USED TO ACHIEVE MAX RHO 60.
4. **RHO 90 BACKFILL** - LOW STRENGTH FLUIDIZED THERMAL (SLURRY) BACKFILL WITH MIN 28 DAY COMPRESSIVE STRENGTH OF 150 PSI MUST BE USED TO ACHIEVE MAX RHO 90
5. FOR TRENCHES WITH MIXED CIRCUIT TYPES, APPLY THE CONDUIT SPACING FOR THE CIRCUIT TYPE WITH THE LARGER SPACING REQUIREMENT
6. CONDUIT TO BE INSTALLED TO A MAX COVER OF 24". COVER MAY BE REDUCED PER THE NEC TABLE 300.5.



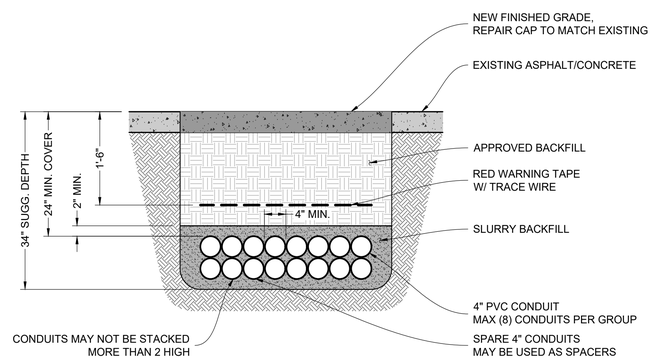
1 "DC-POST" CIRCUITS TRENCH - RHO 60
16 CONDUITS OR LESS

SCALE: NONE



2 "DC-BUS" CIRCUITS TRENCH - MAX RHO 90

SCALE: NONE



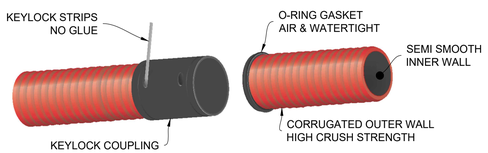
3 "AC-SPR" CIRCUITS TRENCH - MAX RHO 90

SCALE: NONE

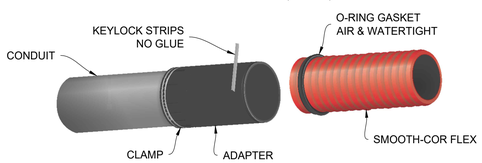
NOTE:

1. DURALINE SMOOTH-COR FLEX CONDUIT HAS BEEN CERTIFIED FOR USE IN TESLA'S SUPERCHARGER SYSTEM AS DC-POST CONDUIT.
2. TESTING REPORTS FOR COMPLIANCE WITH UL1660, UL 1990, AND UL651A STANDARDS ARE AVAILABLE UPON REQUEST
3. PVC TO BE UTILIZED FOR ALL 90-DEGREE TRANSITIONS.

DURALINE SMOOTH-COR FLEX TO SMOOTH-COR FLEX COUPLER



DURALINE SMOOTH-COR FLEX TO HDPE, PVC, THREADED GALVANIZED STEEL



4 DURALINE SMOOTH-COR FLEX CONDUIT

SCALE: NONE

3500 DEER CREEK RD.
PALO ALTO, CA 94304

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
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ST HELENA, CA. 94574
(12) SUPERCHARGERS

TRENCH DETAILS

REVISIONS

No.	DESCRIPTION	DATE
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Job No.: TSD24 28

Draw/Check By: ACU / LBS

E501

STATE OF CALIFORNIA
Outdoor Lighting CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
This document is used to demonstrate compliance with requirements in 110.9, 130.0, 130.2, 140.7, and 141.0(b)2I, for outdoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e)6, 180.1(a) and 180.2(b)4Bv for outdoor lighting scopes using the prescriptive path for multifamily and mixed-use occupancies. Multifamily includes dormitory and senior living facilities.	
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 1 of 7)**
Project Address: 1301 MONEY WAY, ST HELENA, CA. 94574	**Date Prepared:** 2024-08-14T18:44:58-04:00

A. GENERAL INFORMATION

01	Project Location (city)	St Helena	04	Total Illuminated Hardscape Area (ft²)	8000
02	Climate Zone	2			
03	Outdoor Lighting Zone per Title 24 Part 1 10.114 or as designated by Authority Having Jurisdiction (AHJ):				
☐	LZ-0: Very Low - Undeveloped Parkland	☐ LZ-2: Moderate - Urban Clusters	☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval		
☒	LZ-1: Low - Rural Areas	☐ LZ-3: Moderately High - Urban Areas			
05	Occupancy Types within Project				
• All Other Occupancies					

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(e)6 or 141.0(b)2I. / 180.2(b)4Bv for alterations.

My Project Consists of:

01	02
☒ New Lighting System	Must Comply with Allowances from 140.7 / 170.2(e)6
☐ Altered Lighting System	Is your alteration Increasing the connected lighting load (Watts)? ○ Yes ○ No

03	04	05
% of Existing Luminaires Being Altered[1]	Sum Total of Luminaires Being Added or Altered	Calculation Method
☐ < 10% ☐ >= 10% and < 50% ☐ >= 50%		

Please proceed to Table F. Outdoor Lighting Fixture Schedule to define the project's luminaires.

[1] FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.

STATE OF CALIFORNIA
Outdoor Lighting CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 2 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through N. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table referenced below.

Calculations of Total Allowed Lighting Power (Watts) 140.7 / 170.2(e)6 or 141.0(b)2I. / 180.2(b)4Bv												Compliance Results			
01		02		03		04		05	OR	06	=	07	≥	08	09
General Hardscape Allowance 140.7(d)1 / 170.2(e)6 (See Table I)	+	Per Application 140.7(d)2 / 170.2(e)6 (See Table J)	+	Sales Frontage 140.7(d)2 (See Table K)	+	Ornamental 140.7(d)2 / 170.2(e)6 (See Table L)	+	Per Specific Area 140.7(d)2 / 170.2(e)6 (See Table M)		Existing Power Allowance 141.0(b)2I. / 180.2(b)4Bv (See Table N)		**Total Allowed** (Watts)		**Total Actual** (Watts)	**07 must be >= 08**
306.2	+	----	+	----	+	----	+	----	OR	----	=	306.2	≥	300	COMPLIES
Shielding Compliance (See Table G for Details)															COMPLIES
Controls Compliance (See Table H for Details)															COMPLIES

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

STATE OF CALIFORNIA
Outdoor Lighting CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 3 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(e)6 all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)2I, only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (ie, existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H. and are not included here. All other multifamily outdoor lighting is included here.

Designed Wattage:

01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description	Watts per luminaire[1, 2]	How is Wattage determined	Total Number Luminaires[2]	Luminaire Status[3]	Excluded per 140.7(a) / 170.2(e)6A	Design Watts	Cutoff Req. > 6,200 initial lumen output 130.2(b) / 160.5(c)1[4]	Field Inspector	
									Pass	Fail
E 201	UNMORELED 75 WATT ☐ Linear	75	Mfr. Spec	4	New	☐	300	Provided	☐	☐
						Total Design Watts:	300			

** NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.*
EX: Luminaire is lighting a statue; EXCEPTION 2 to 130.2(b)

[1] FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(b)
[2] For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 05 instead of number of luminaires.
[3] Select "New" for new luminaires in a new outdoor lighting project, or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.
[4] Compliance with mandatory shielding requirements is required for luminaires with initial lumen output >= 6,200 unless exempted by 130.2(b)/ 160.5(c)

STATE OF CALIFORNIA
Outdoor Lighting CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 4 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

G. SHIELDING REQUIREMENTS (BUG)

This table includes fixtures of >=6,200 initial lumens indicated on Table F as needing to comply with Shielding Requirements. Maximum lumens can be found in Title 24, Part 11, Section 5.106.8.

01	02	03	04	05	06	07	08	09	10	11	12	
Name or Item Tag	Complete Luminaire Description	Backlight Rating[2]			Uplight Rating[2]			Glare Rating (Lumens)[3]			Field Inspector	
		Mounting Height[1]	Max Allowable Backlight Rating[3]	Backlight Rating Per Design	Lighting type	Max Allowable Uplight Rating[3]	Uplight Rating Per Design	Mounting Height[1]	Max Allowable Glare Rating[3]	Glare Rating Per Design	Pass	Fail
E 201	LINMORELED 75 WATT	2 MH from property line	No Limit	B1	Area Lighting	U0	U0	> 2 MH from property line	G1	G1	☐	☐

[1] FOOTNOTES: Mounting Height is labeled MH in this table.
[2] Authority Having Jurisdiction may ask for Luminaire cut sheets or other documentation to confirm luminaire type, uplight ratings and glare ratings used for compliance per 130.2(b)/ 160.5(c)
[3] BUG ratings with a lower number than the 'Max Allowable' are compliant. Ex. If Max Allowable is Bug Rating B4, then B0, B1, B2 and B3 are all compliant.

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit

Mandatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings

01	02	03	04	05	
Area Description	Shut-Off 130.2(c)1 / 160.5(c)	Auto-Schedule 130.2(c)2 / 160.5(c)	Motion Sensor 130.2(c)3 / 160.5(c)	Field Inspector	
				Pass	Fail
EV Charging: "E 201"	Photocontrol	NA: Not permitted by H&LS	Provided	☐	☐

[1] FOOTNOTES: Text has been abbreviated, please refer to Table 160.5-A to confirm compliance with the specific light source technologies listed.
[2] Authority having jurisdiction may ask for cutsheets or other documentation to confirm compliance of light source.
[3] Recessed luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-insulated ceilings are excepted from ii and iii.

STATE OF CALIFORNIA
Outdoor Lighting CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 5 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(e))

This table includes areas using allowance calculations per 140.7 / 170.2(e). General Hardscape Allowance is per Table 140.7-A/Table 170.2-K while "Use it or lose it" Allowances are per Table 140.7-B /Table 170.2-S. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance. Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H. and are not included here. All other multifamily outdoor lighting is included here.

01				
	"Use it or lose It" Allowance (select all that apply) (select all that apply)			
☒ General Hardscape Allowance Table I (below)	☐ Per Application Table J	☐ Sales Frontage Table K	☐ Ornamental Table L	☐ Per Specific Area Table M

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A for Nonresidential & Hotel/Motel

02	03	04	05	06	07	08	09
	Area Wattage Allowance (AWA)			Linear Wattage Allowance (LWA)			Total General AWA + LWA (Watts)
Area Description	Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Perimeter Length (lf)	Allowed Density (W/lf)	Linear Allowance (Watts)	
EV Charging	7000	0.016	112	340	0.13	44.2	156.2
				Initial Wattage Allowance for Entire Site (Watts):			150
				Instances of Initial Wattage Allowance (LZ 0 only)[1]			
				Total General Hardscape Allowance (Watts):			306.2

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

STATE OF CALIFORNIA
Outdoor Lighting CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 6 of 7)**
	Date Prepared: 2024-08-14T18:44:58-04:00

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This section does not apply to this project.

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title
NRCI-LTO-E - Must be submitted for all buildings

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

Form/Title	Systems/Spaces To Be Field Verified
NRCA-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls are added to <= 20 luminaires.	EV Charging: "E 201"

STATE OF CALIFORNIA
Outdoor Lighting CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: St Helena - City Parking Lot	**Report Page:** **(Page 7 of 7)**
Project Address: 1301 MONEY WAY, ST HELENA, CA. 94574	**Date Prepared:** 2024-08-14T18:44:58-04:00

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Lance Street	Documentation Author Signature: Digitally signed by Lance Street DN: cn=Lance Street, o=DES Builders, ou=220, email=lance@DESBuilders.com, c=US Date: 2024.08.14 13:48:21 -07'00'
Company: DIAMOND ENGINEERING SERVICES	Signature Date: 8/14/24
Address: 4255 Park Rd.	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: Benicia, CA 94510	Phone: 602-317-6683

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Bruce Lyon	Responsible Designer Signature: Digitally signed by Bruce DN: cn=Bruce, email=bruce@edsbuildair.com, c=US Date: 2024.08.14 13:48:39 -07'00'
Company: DIAMOND ENGINEERING SERVICES	Date Signed: 8/14/24
Address: 4255 Park Rd.	License: C-22800
City/State/Zip: Benicia, CA 94510	Phone: 925-332-2284

TESLA
3500 DEER CREEK RD.
PALO ALTO, CA 94304

DIAMOND ENGINEERING SERVICES
4255 PARK ROAD
BENICIA, CA 94510

TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

TITLE 24

REVISIONS		
No.	DESCRIPTION	DATE
A	CD50, FOR REVIEW	07-19-24
B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
Draw/Check By: ACU / LBS

E801

Plan For EV Chargers In St. Helena

St. Helena City Council

Presented by Anil Comelo, City Manager and Andrew Bradley, Program Manager

October 22, 2024

City Council Goals

- Goal 2: Improve Infrastructure & Further Environmental Sustainability

- Goal 5: Enhance Quality of Life

Key Decisions

- Do we need EV chargers?
- If yes, where should they be located?
- What type of chargers should the City install?
- Should the City own and maintain the chargers?

EV Chargers at City Hall

- The City has six (6) Level 2 Chargers at City Hall
- New Level 3 Chargers will help the City get closer to meeting Climate Action goals
- County estimates need for 60 chargers by 2025

Current Chargers at Money Way Lot





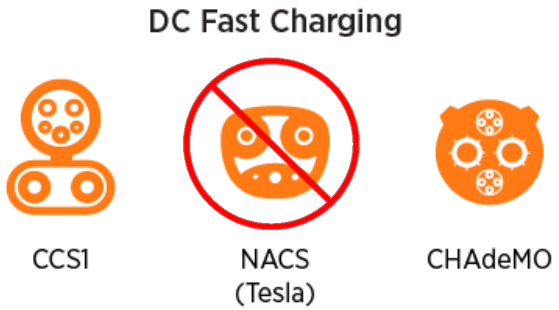






EVgo Chargers at Money Way Lot

- EVgo
  - Approved by City Council in September 2016 and contract expires in September 2024
  - Can charge up to four (4) vehicles using only CCS1 and CHAdeMO connections



NACS Connector - Industry Standard

- North American Charging System (NACS) is recognized as the international standard for EV's by SAE International
- The NACS (NACS/SAE J3400) port is becoming an industry standard



NACS Connector

- Manufacturers will have NACS as standard on new EV's:
  - Audi (2025)
  - BMW (2025)
  - Ford (2024)
  - Genesis (2024)
  - GM (2025)
  - Honda (2025)
  - Hyundai (2024)
  - Jaguar (2025)
  - Kia (2024)
  - Lexus (2025)
  - Lucid (2025)
  - Mazda (2025)
  - Mercedes-Benz (2025)
  - Mini (2025)
  - Nissan (2025)
  - Polestar/Volvo (2025)
  - Porsche (2025)
  - Rivian (2025)
  - Rolls-Royce (2025)
  - Scout Motors (2025)
  - Stellantis (2025)
    - Chrysler
    - Dodge
    - Jeep
    - Maserati
    - Ram
  - Toyota (2025)
  - Volkswagen (2025)

Charging Options

- ChargePoint
- Intergrative Charging
- Tesla





ChargePoint

- Would require the City to buy, install, manage, and maintain equipment.
  - Costly. City does not have staff that can maintain specialized equipment
  - Could provide some revenue to City over time

Integrative Charging

- Would install and maintain equipment (up to 12 Level 3 Chargers)
  - No guarantee of what equipment, connectors, or network would be used.
  - Would install in phases

- City could have limited revenue share ($250 to $500 per month depending on usage)

Tesla

- Would install and maintain equipment (12 Level 3 Chargers)
  - Level 3 Chargers with “Magic Dock”
    - Works for vehicles with CCS1 and NACS
      - No adapter required
  - 99% “up time” average across their network
  - Most vehicles are moving to the NACS connector by 2025
  - Tesla network is open to all vehicle models

Location Considerations

	City Hall	Library	Lewis Station	RR Parking	Safeway	Sunshine Foods	Oak & Money
Retail & Dining	No	No	Yes	Yes	Yes	Yes	Yes
RR Tracks	No	No	Yes	Yes	Yes	No	No
PG&E Power	-	-	-	-	-	-	Yes
Overhead Lines	No	No	Yes	Yes	No	No	No
Space for ADA	Yes	Yes	No	No	Yes	Yes	Yes
Parking Layout	Yes	Yes	No	No	Yes	No	Yes
Meets Criteria	No	No	No	No	No	No	Yes

Location Considerations (examples)







- Railroad Avenue and Lewis Station Park
  - Too close to RR and Powerlines
  - Space constraints
- Sunshine Foods
  - Small shared lot
  - Angled parking would need reconfigured

Staff Recommendation

- **Tesla at Oak Avenue / Money Way Parking Lot**
- Work with Tesla to install 12 Level 3 chargers
  - “Magic Dock” Chargers
- Tesla will determine rate to be charged
- Will reduce parking for non-charging vehicles by 12
- No cost to the City
- 10-year contract
- City can cancel after 10 years with 18 months notice

Current vs. Future Configuration

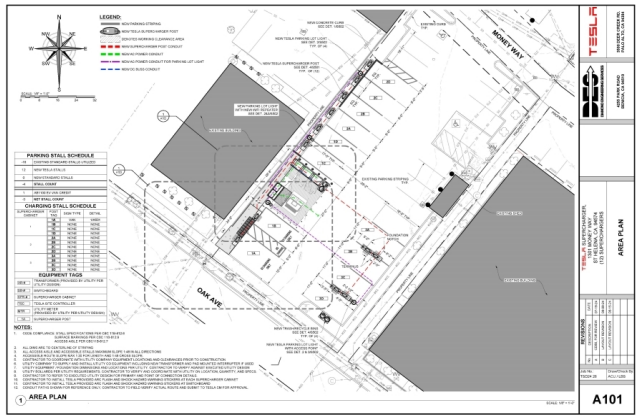
- Current Parking lot configuration
  - 28 total spaces
    - 4 used by EVgo (1 ADA)
    - 24 for general parking (2 ADA)

- Tesla Charging lot configuration:
  - 24 total spaces (4 would be used by infrastructure)
    - 12 EV (1 ADA)
    - 12 General (2 ADA)

Oak Avenue / Money Way Lot

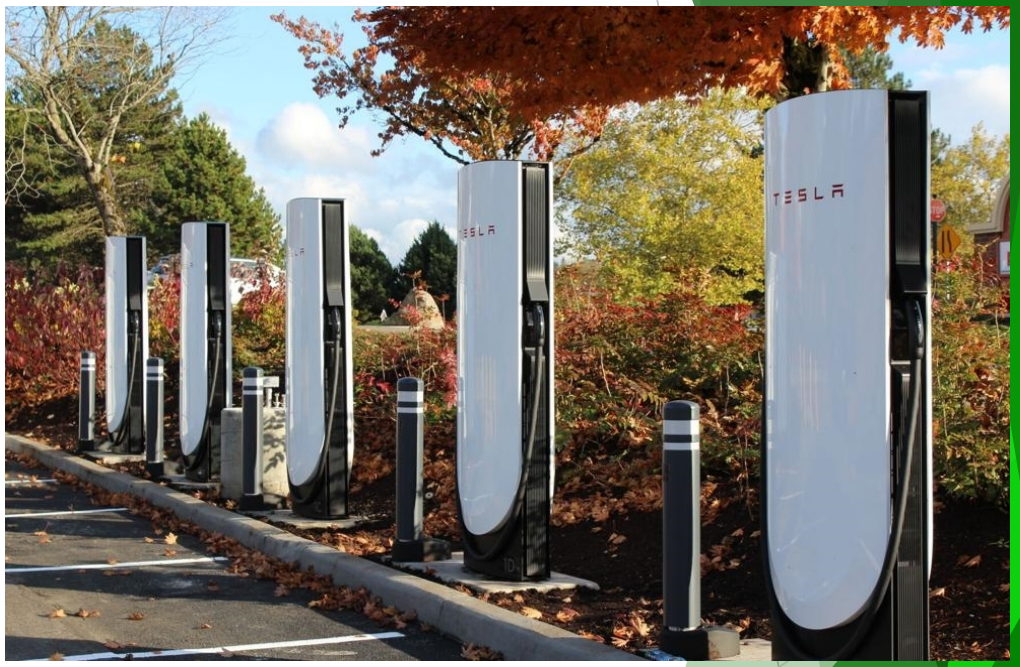
- 12 Level 3 Chargers
  - 11 chargers + one (1) ADA van space
  - ADA space “use last”
- 12 spaces available for general parking
  - Includes two (2) ADA spaces
- Meets all requirements from providers and PG&E has already confirmed power infrastructure is available for location.





Tesla Magic Dock Charging Station v4

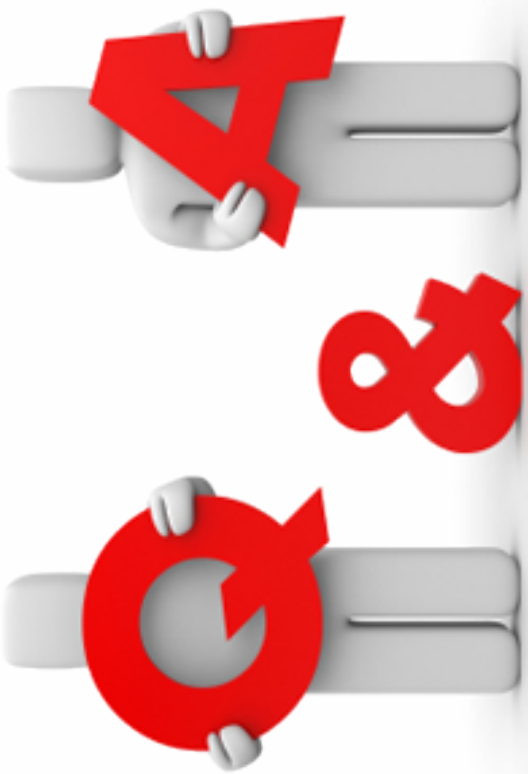




- Magic Dock Chargers could be used by vehicles with NACS and CCS1 connection points
  - This includes St. Helena Police Department's Ford Mustang Mach-E's

Potential Implementation Timeline

- Sep 4: Presentation to ATSC
- Oct 22: Recommendation to City Council
- Q4 2024: Agreement Signed with Charging Partner, Building Plans Submitted to City for Approval
- 1Q or 2Q 2025: Installation and Activation of New Chargers



CITY OF ST. HELENA

RESOLUTION No. 2024-

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SITE AGREEMENT WITH TESLA, INC. FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF TWELVE (12) LEVEL 3 CHARGING STATIONS (SUPERCHARGERS) IN THE OAK STREET/MONEY WAY PUBLIC PARKING LOT FOR A TERM OF TEN (10) YEARS.

RECITALS

A. The City of St. Helena wishes to promote clean transportation to reduce Greenhouse Gases and other harmful vehicle emissions; and
B. Electric vehicles have zero tailpipe emissions, and are widely being adopted in California; and
C. Under California State Clean Air and Greenhouse Gas Reduction Policy, auto manufactures are required to continue to produce and sell electric vehicles in the State of California; and
D. City Staff looked at several Electric Vehicle Charging Service Providers and Options for adding additional electrical vehicle charging infrastructure and options at the Oak Street/Money Way Public Parking Lot in St. Helena; and
E. Of the three options reviewed, Tesla, Inc provided a zero cost, turnkey proposal to the City; and
F. The City Attorney's Office has approved the terms negotiated by City Staff and Tesla, Inc.

RESOLUTION

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

1. Authorizes the City Manager to execute the Site Agreement with Tesla, Inc.
2. Approves the installation of twelve (12) Tesla, Inc “Superchargers” at the Oak Street/Money Way Public Parking Lot.

Approved at a Regular Meeting of the St. Helena City Council on October 22, 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:

_____
Paul Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

From: Cindy Tzafopoulos
To: Erika Opp
Subject: FW: November 12 CC Meeting Public Comment Item 10.4
Date: Friday, November 8, 2024 1:26:53 PM
Attachments: Money Way Parking Lot Observations.pdf

From: Chris Fowler <chris@alanssainthelena.com>
Sent: Friday, November 8, 2024 1:25 PM
To: Cindy Tzafopoulos <ctzafopoulos@cityofsthelena.gov>
Subject: [External] November 12 CC Meeting Public Comment Item 10.4

Hey, happy Friday, Cindy. Would you please add this to Consent Item 10.4, including the attached PDF, please.

Have a wonderful weekend!

Cheers,
Chris

Good Evening Mayor and Council,

This is in regards to Consent Item 10.4 on the agenda.

I am writing again to ask you to rethink adding 12 Tesla Superchargers to the public parking lot between Money Way and Oak Avenue. Our family business, Alan's, is located directly adjacent to this lot, and as such, I have a unique observational 'angle' of this parking lot on a day to day basis. I see it every single time I go from one side of our shop to the other, or out to my car, or stepping outside to take a walk or run errands.

First, let me be crystal clear that I am not against Tesla installing a set of Superchargers.

With that said, I think The City is getting way ahead of themselves on this item and are a little too ambitious with the amount of spaces being requested (demanded?). I know there is a certain amount of, "If you build it, they will come." But, I believe if you look at the attached spreadsheet, you will determine that there is a *long* way to go before the amount of EV's that Tesla forecasts becomes a reality, if ever. I compiled the 2 week spreadsheet after the October 22 meeting, and tried to pick somewhat random times

throughout a business day. From the October Staff presentation, "Anticipates 50 to 120 vehicles per day to use chargers." Look at my spreadsheet; even the minimum anticipated number is wildly optimistic. The highest total number of EV's I counted in a day was 11, and a couple of those were the same EV's parked for most of the day.

I still think 12 EV charging spaces (plus 2 additional spaces for infrastructure) is far too many to start with. Effective visitor/downtown parking is already at a premium. Start with 6 spaces? 4 spaces? 8 spaces? Maybe allow non-EV parking in those spaces if the non-EV spaces are filled?

A 10 year contract also seems a bit pre-mature to have such a lock on a parking lot with limited spaces. It can be an okay thing to start with a little caution and see how it goes with verifiable usage data.

Second to last, I appreciated Garry Rose's comment at the October 22 CC meeting about these spaces possibly bringing some Tesla's and other EV's that can use these chargers off of Main Street and thereby freeing up spaces there, however if Tesla sets an Idle Fee of any kind (I have heard $1/minute), I don't believe it will take enough EV's off of Main Street to have much, if any impact.

And, lastly, I would encourage you to wait until you have completed the Downtown Specific Master Plan and have done an actual, reliable parking study. Not just of this parking lot, but all public parking spaces. Don't just rubber stamp this on Staff's recommendation; put some actual, real thought into this before signing a 10 year contract. If you do end up approving this and I am proven wrong, I will gladly indulge in a slice of humble-pie, but I don't believe I will have that chance.

Best,

Chris "Howdy" Fowler

Alan's St. Helena

1310 Oak Avenue

Saint Helena, CA 94574

707.963.9294

Chris@AlansSaintHelena.com

Money Way Parking Numbers

Date	Time	Total Cars	Gas Cars	Total EV's	Tesla's	Ev's @ Chargers	Known Employee Cars
Tue. 10.22	1115	14	14	0	0	0	1
10.22	1300	21	19	2	0	2	1
Wed. 10.23	1120	20	19	1	0	0	1
10.23	1300	20	17	3	0	2	2
10.23	1515	20	17	3	2	0	2
Th. 10.24	1130	23	20	2	1	1	3
10.24	1315	20	16	4	2	1	3
10.24	1515	20	18	2	1	1	3
10.24	1700	22	20	3	1	1	2
Mon. 10.28	1130	10	9	1	0	1	2
10.28	1400	8	6	2	0	2	2
Tue. 10.29	1200	17	14	3	0	2	3
Th. 10.31	1400	16	14	2	0	1	1
10.31	1645	13	12	1	0	1	1
Fri. 11.1	1315	24	20	4	1	2	2
Sat. 11.2	1100	16	14	2	0	0	1
11.2	1245	22	19	3	1	1	1
Sun. 11.3	1200	20	18	2	1	0	2
Mon. 11.4	1145	13	11	2	0	0	3
11.4	1330	15	12	3	0	1	3
Tue. 11.5	1130	8	8	0	0	0	2
11.5	1400	15	12	3	1	1	3
Wed. 11.6	1215	21	19	2	1	1	2
11.6	1345	20	16	4	2	2	1
Th. 11.7	1000	17	15	2	0	1	4
11.7	1130	20	20	0	0	0	4
11.7	1500	20	19	1	0	0	3
11.7	1700	19	17	2	0	1	2
Fri. 11.8	1000	16	15	1	0	1	1
11.8	1200	23	22	1	0	0	2
11.8	1315	20	18	2	2	0	2

From:	Christopher J Warner
To:	Cindy Tzafopoulos
Cc:	Anil Comelo; Ethan Walsh; Andrew Bradley; Paul Dohring; Anna Chouteau; Billy Summers; Erika Opp; Eric Hall; Patrick Kenealy
Subject:	Re: [External] Christopher Warner Comments, Tesla Supercharger Draft License Agreement, Agenda Item 10.4, Nov 12, 2024 St. Helena City Council Meeting
Date:	Monday, November 11, 2024 12:02:16 PM
Attachments:	Tesla License Agreement Retrieved 11.11.24 recommended amends.pdf

Cindy et al.

Here are my redline specific recommended amendments/edits to the draft proposed Tesla Supercharger license agreement for consideration by the Council and staff, consistent with my previously filed comments. Thx!

Chris

On Sat, Nov 9, 2024 at 12:06 PM Christopher J Warner <chrisjwarner52@gmail.com> wrote:

> Cindy, here are my comments on Agenda Item 10.4 (Draft Tesla Supercharger Agreement) for the Nov 12 City Council meeting. These comments and recommendations represent solely my personal views, and not in any capacity affiliated with the City or any other person or entity.
>
> I am cc'ng the existing City Council members because Monday is a City holiday and I want to provide the Council members with sufficient time to consider my comments and recommendations. I do not have email addresses for the new Council members, so respectfully request you provide copies of these comments to them as well, as appropriate
>
> Thx for your consideration!
>
> Christopher Warner
> 1434 Grayson Avenue
> St. Helena, CA 94574
> 415-309-9572

Christopher Warner
1434 Grayson Avenue
St. Helena 94574
415-309-9572
November 9, 2024

Comments on Agenda Item 10.4, City Council November 12, 2024 Meeting
Draft Tesla Supercharger License Agreement

Below are initial recommended revisions and amendments to Tesla's proposed draft 10-year exclusive electric vehicle (EV) charging station license agreement. Unless the draft Tesla agreement is modified, Tesla's proposed agreement would be neither prudent nor reasonable, because it would give Tesla:

(1) the exclusive right to occupy at no charge or compensation to the City 14 existing St. Helena city-owned off-street public parking spaces for Tesla's private, for-profit use as charging stations solely for electric vehicles based on Tesla's expectation that the parking spaces will only be used 17% of the time and thus empty and unused 83% of the time,

(2) a unilateral right to terminate or delay the agreement for indefinite periods beyond the effective date,

3) no notice and input regarding impacts on public parking availability from participants or members of the community under the Downtown Specific Plan and no sizing of the charging stations consistent with other urban space-constrained sites and forecast demand, and

(4) no inclusion of standard terms and conditions required for charging station agreements by the State of California and Federal government and previously accepted by Tesla.

At the October 22, 2024, Council meeting at which the Tesla proposal was first considered, the City Council recommended that the City staff consider providing expert and experienced legal and technical review of the draft Tesla agreement, including considering my offer to provide advice on the draft Tesla agreement based on my professional and expert experience in EV charging station agreements and EV commercial transactions generally. (see comments of Council member Hall at https://photos.app.goo.gl/YWssynQDdhxc1r9H8 .)

Unfortunately, City staff did not contact me for recommendations subsequent to the October 22 Council meeting, and informed me on Wednesday evening, November 6 that my recommendations and advice would not be solicited or considered, because allegedly Tesla had informed them that it would not consider any amendments, i.e. Tesla's form of license agreement was "take it or leave it."

Because Monday, November 11 is a City holiday and the day before the Council meeting at which the Tesla draft agreement is scheduled for consideration, I am cc'ng these preliminary comments to the existing City Council members and City attorney to give them time for review

and consideration (I do not have email addresses for the new incoming Council members). In addition, I have a scheduled call with the City Attorney on Monday, November 11 to further discuss these recommendations and the status of the Tesla draft agreement. I also will provide line-by-line suggested revisions to the draft agreement on Monday after my call with the City Attorney, as well as links to source documents supporting my proposed amendments.

Please make sure these comments also are provided immediately to the public and to the new incoming City Council members. Also please ensure that this agenda item is removed from the consent calendar for the November 12 City Council agenda.

Thanks for your consideration.

November 9, 2024
Christopher Warner
1434 Grayson Avenue
St. Helena, CA 94574
415-309-9572

Summary of Recommended Amendments to Tesla License Agreement
As Retrieved from City Website 11/9/24

1. **The Draft Tesla Agreement Conflicts with the Downtown Specific Plan. The Draft Agreement Should Not Be Executed or Effective Until Notice, Input and Consideration Is Provided Under the Downtown Specific Plan.**

   A key element and issue in the Downtown Specific Plan is the availability and adequacy of current and expanded City-owned public parking convenient to Main Street businesses and residents for all vehicles and members of the public, not just owners of electric vehicles. Contrary to the Downtown Specific Plan, no notice or input has been provided on Tesla's draft agreement to the participants and community members interested in the Downtown Specific Plan. The draft Tesla agreement should be amended to defer execution of the agreement or the effective date of the agreement until notice, input and consideration of the adverse impacts of the agreement on the need for current and expanded downtown public parking available to all vehicles are considered as part of the Downtown Specific Plan.

2. **The Draft Tesla Agreement Gives Tesla an Unacceptable Unilateral Right to Terminate or Delay the Agreement At Any Time Following the Effective Date. This Unilateral Right Should Be Deleted or Made Reciprocal As a Right Provided Also to The City.**

   Section 2 of the draft Tesla agreement gives Tesla the unilateral right to terminate the agreement at any time within a year following the Effective Date if it determines "there is insufficient demand" for the charging stations or it "would incur substantial unanticipated

costs to complete" the charging stations. Section 4 further gives Tesla two years following the Effective Date to commence operation of the charging stations, and an unlimited right to extend the deadline indefinitely for commencing operation (i.e. effectively terminate the Agreement) to the extent a delay is due to "other requirements beyond [Tesla's] control."

These unilateral termination and delay rights are unconscionable and unacceptable under reasonable commercial transactions, and should be deleted from the draft Tesla agreement. Alternatively, if Tesla insists on these termination and delay rights, they should be made reciprocal as rights to St. Helena as well, i.e. St. Helena should have the right to terminate the agreement during the "due diligence period" under Section 2 if it determines there is insufficient demand for the chargers, as well as the right to delay the commencement of operation due to requirements beyond St. Helena's control, such as public parking, infrastructure or housing needs.

3. **The Tesla Agreement Fails to Include a Size and Configuration of Charging Stations Consistent with Tesla's and Other Charger Stations in Urban Areas With Constrained Public Space. The Agreement Should Be Modified to Reduce The Number and Configuration of Charging Stations Consistent With Other Urban, Constrained Charging Station Sites, and Allow Use of the Parking Spaces by All Members of the Public and Vehicles When Not in Use for EV Charging.**

   The draft Tesla agreement provides Tesla with an absolute, exclusive 10-year right to use of 14 (nearly 50%) of the City's public, off-street parking spaces in the most convenient public parking lot closest to Main Street businesses, community members and visitors. The agreement is based on no commitment by Tesla to need for or utilization of these valuable public assets other than an expectation that the parking spaces will be used 50 hours daily for charging, which is only 17% of the time, leaving the parking spaces unused and empty 83% of the time. (17% utilization is also consistent with current national fast charging station utilization data.). In other urban areas in Northern California as well as across the country, Tesla and other charger providers have sized their charging stations on a smaller scale, such as Tesla's existing 8-charging stall stations in San Rafael, San Anselmo, Vallejo, etc. as well as the low utilization of St. Helena's current 2 charging stations as documented by the data collected and included in Chris Fowler's comments on this agenda item.

   If the Tesla draft agreement is not deferred altogether until a better forecast of likely usage is determined, it should be modified to reduce the number of stalls consistent with other Tesla charging stations in urban constrained areas (such as 8) and also allow use of the charging station stalls by non-EV vehicles and non-EV owners when not in use for EV charging.

4. **The Tesla Agreement Should Be Modified To Include Standard Terms and Conditions for Up-Time, Utilization Reporting and Maintenance Required by the State of California and the Federal Government for Charging Stations.**

   The State of California, through the Legislature and the Energy Commission, has issued requirements for standard terms and conditions for charging station agreements, including standard terms for maintenance, up-time, and utilization reporting. The Federal government likewise has promulgated similar standard terms and conditions for charging station agreements. Tesla has accepted these standard terms and conditions as part of its bids and grant awards from the State of California and the Federal government. The same standard terms and conditions should be included in the draft Tesla-St. Helena agreement.

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SUPERCHARGER LICENSE AGREEMENT

This License Agreement (this "License") is effective as of the date it is fully executed following a reasonable opportunity for consideration of public and affected community comments, including under and subject to the St. Helena Downtown Specific Plan and its participants (the "Effective Date") by and between Licensor (as defined below) ("Licensor") and Tesla, Inc., a Delaware corporation ("Licensee"). Licensor and Licensee are each referred to herein as a "Party" and collectively as the "Parties." Clause references are to clauses in the Key Terms, and section references are to sections in the General Terms and Conditions (Exhibit B). Exhibit A and Exhibit B are incorporated by reference in this License. In the event of a conflict between the Key Terms and Exhibit B, the Key Terms shall prevail.

Key Terms

(a)	**Licensor**	City of St. Helena, a California municipal corporation.
(b)	**Property** (Section 1)	Commonly known as City of St Helena Public Parking Lot, located at 1301 Money Way, St Helena, CA 94574 (the "Property").
(c)	**Licensed Area** (Section 1)	~~Sixteen~~ Eleven (11~~6~~) parking spaces, ten (10) feet of additional parking width to provide disability access and approximately four hundred (400) square feet of space for equipment on the Property, all as depicted on Exhibit A (the "Licensed Area").
(d)	**Charging Stalls** (Section 1)	~~Twelve~~ Eight (8~~12~~) charging stalls. Parking spaces in the Licensed Area shall be outfitted for charging with DC charge posts ("Superchargers") and shall serve as dedicated charging stalls. Charging stalls shall be available for public parking by the general public and all vehicles when not in use for charging sessions or maintenance of the Superchargers.
(e)	**Due Diligence Period** (Section 2)	365 days following the Effective Date ("Due Diligence Period")
(f)	**Commencement Date** (Section 4)	Within 365 days following the end of the Due Diligence Period.
(g)	**Base Term** (Section 5)	Ten years from the last day of the month in which the Commencement Date occurs (the "Base Term").
(h)	**Renewal Term** (Section 5)	Periods of five years (each a "Renewal Term").
(i)	**Termination Notice** (Section 5)	At least eighteen (18) months (the "Notice Period").
(j)	**Special Terms and Conditions**	None.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have each caused an authorized representative to execute this License as of the date signed below.

LICENSOR:	**LICENSEE:**
City of St. Helena, a California municipal corporation	Tesla, Inc. a Delaware corporation
By: _____	By: _____
Name: Anil Camelo	Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____
E-mail for notices: acomelo@cityofsthelena.gov	**E-mail for notices:** superchargerhost@tesla.com
Phone number for urgent issues: 707-968-2743	**Phone number for urgent issues:** 725-223-2400

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EXHIBIT A
Licensed Area
1301 Money Way, St Helena, CA 94547



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Exhibit B
General Terms and Conditions

1. **Licensed Area.** Licensor hereby grants to Licensee the right to use the Licensed Area pursuant to Section 6, to install, operate and maintain a Supercharger Station (defined below), together with the right of ingress and egress to the Licensed Area. This License shall not create any leasehold interest in the Property.

   The "Supercharger Station" shall consist of: (a) Superchargers, Wall Connectors (if indicated in Clause (d)), signage and power electronics equipment to provide charging to the charging stalls described in Clause (d) and other trade fixtures determined by Licensee that may include, without limitation, a canopy, solar panels, an energy storage system and fence or other visual barriers (collectively, the "Trade Fixtures"); and (b) necessary utility infrastructure, which may include, without limitation, a utility transformer, metering equipment, switchgear, conduit, wiring and foundations (collectively, the "Infrastructure").

2. **Due Diligence Period.** Licensee shall have the option to terminate this License within the Due Diligence Period in the event that: ~~(a)~~ Licensee is unable to obtain all permits and approvals required by applicable governing bodies~~; or (b) Licensee, in its reasonable business judgment, determines that it would incur substantial unanticipated costs to complete Licensee's Work (defined in Section 3) or that there is insufficient demand for charging to justify building the Supercharger Station~~. In the event that Licensee terminates the License pursuant to this Section 2, Licensee shall deliver written notice of termination to Licensor and this License shall be of no further force or effect.

   ALTERNATIVE SECTION 2. Licensee shall have the option to terminate this License within the Due Diligence Period in the event that licensee is unable to obtain all permits and approvals required by applicable governing bodies. Either Licensee or Licensor may terminate the License within the Due Diligence Period in the event that either party determines there is insufficient demand for charging to justify building the Supercharger Station. In the event that Licensee or Licensor terminates the License pursuant to this Section 2, Licensee or Licensor shall deliver written notice of termination to the other party and this License shall be of no further force or effect.

   ~~2.~~

3. **Alterations.** Licensee shall, at its' sole cost, make alterations to the Licensed Area to install the Supercharger Station ("Licensee's Work"). Licensee's Work shall only occur after: (a) Licensor has approved the plans and specifications in writing; and (b) Licensee has obtained all permits and approvals required by applicable governing bodies. Once Licensee's Work begins, it shall proceed with diligence and continuity until complete. Licensee may upgrade or replace its Trade Fixtures in its sole discretion during the Term, provided that any other alterations to the Supercharger Station shall be approved in advance by Licensor. Licensor's approval of the plans and specifications shall not be unreasonably withheld, conditioned or delayed. Licensee shall promptly repair any damage to the Property caused by Licensee, its agents, contractors and employees (collectively, "Licensee Parties") while performing Licensee's Work.

4. **Commencement Date.** The Supercharger Station shall be operational (the "Commencement Date") within the time period specified in Clause (f) of the Key Terms, provided that such time shall be extended to the extent a delay is due to permitting or~~,~~ utility~~, or other~~ requirements beyond Licensee's control. Licensee shall deliver written notice to Licensor promptly following the Commencement Date to confirm such date as the start of the Base Term for recordkeeping purposes.

5. **Term and Termination.** The term of this License shall begin on the Commencement Date and shall expire at the end of the Base Term unless terminated earlier pursuant to Section 12. Upon expiration of the Base Term, this License shall automatically renew for successive Renewal Terms (Renewal Term(s) together with the Base Term, the "Term"), subject to termination pursuant to this Section 5. Either Party, in its sole discretion and without cause, may terminate this License during any Renewal Term by delivering thirty (30) days advance written notice of termination to the other Party specifying a termination date that follows the Notice Period and occurs during a Renewal

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Term.

6. **Use.** Licensee may use and occupy the Licensed Area during the Term to install, operate and maintain a Supercharger Station and for incidental purposes, which may include generating photovoltaic electricity and operating an energy storage system, and for any other lawful use (the

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"Permitted Use"). Licensee is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week.

7. **Removal.** On or before the final day of the Term, Licensee shall, at its' sole cost, remove the Trade Fixtures, leave the Infrastructure in a safe condition, and restore the Licensed Area to the condition that existed as of the first day of the Term, subject to exceptions for reasonable wear and tear. Licensor agrees that the Trade Fixtures are and shall remain the property of Licensee, and the Infrastructure shall become the property of Licensor upon termination of this License (except that Infrastructure upstream of the meter is and shall remain the property of the utility).

8. **Utilities.**

A. **Service.** Licensee agrees to arrange and pay the charges for all Licensee-related utility services provided or used in or at the Licensed Area during the Term. Licensee shall pay directly to the utility company the cost of installation of any and all such Licensee-related utility services and shall arrange to have the utility service separately metered. Licensor shall not be responsible for any damages suffered by Licensee in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Licensor's gross negligence or intentional misconduct.

B. **Access.** Licensor grants to Licensee the right to receive utility services including but not limited to electric, and the right for the utility service supplier to construct, reconstruct, install, inspect, maintain, replace, remove, and use said utility services to serve the Supercharger Station together with the right for the utility service supplier to ingress to and egress from said utility service facilities across the Property. Licensor grants the right for the utility service supplier to trim, cut down, and clear away or otherwise control any trees or brush within five (5) feet of said route. In addition, Licensor shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of said route. Licensor agrees that Licensee may disclose a redacted copy of this License with the utility service provider.

9. **Maintenance.** Licensee shall be responsible for maintaining the Supercharger Station at its' sole cost (including repair and replacement of equipment, as necessary) in compliance with a Maintenance Plan consistent with California and federal standards for maintenance of charging stations and which is submitted to and approved by Licensor prior to the Commencement Date . Licensee shall maintain a minimum of 97 percent up time daily for each Supercharger. Notwithstanding the foregoing, Licensor's normal responsibility to maintain the common areas of the Property shall also apply to the Licensed Area, such as for trash removal, snow removal, repaving and restriping, and Licensor agrees to coordinate with Licensee on maintenance that will prevent the use of the Supercharger Station. If Licensee determines that the Licensed Area needs additional trash cans, or if Licensor requests additional trash cans, Licensee shall provide such trash cans to Licensor at Licensee's sole cost.

10. **Licensor Covenants and Multiple Uses.** Licensor represents that: (a) it owns or leases the Property and has the power and authority to enter into this License; (b) it has obtained any required consents to enter into this License; (c) the Property is not subject to any conditions, restrictions or covenants incompatible with the Permitted Use; (d) this License does not violate any agreement, lease or other commitment by which Licensor is bound; (e) it will not lease, license or commit the parking spaces within the Licensed Area to any third party during the Term; and (f) it will not perform or allow excavation in the Licensed Area during the Term without Licensee's advance written consent, other than superficial repaving. Notwithstanding these covenants, the Property may be used for public parking by the general public and all vehicles as well as for other Licensor purposes when not being used for charging sessions or maintenance of the Superchargers.

11. **Reporting.** On a quarterly basis, Licensess shall report the following information to Licensor, which shall ber maintained as trade secrets of Licensee as proprietary, confidential and not subject to public disclosure under the Public Records Act under best industry practices for physical and cyber security:

A. Actual up time of each Supercharger during the reporting period and cumulative up time since the Commencement Date.

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B. Actual utilization and number of charging sessions of each Supercharger during the reporting period, and cumulative utilization and number of charging sessions since the Commencement Date.

~~10.~~

12. Termination for Other Than Cause Before End of Base or Renewal Period. Either party may terminate the License upon sixty (60) days advance written notice at any time after the end of the second year following the Commencement Date if the cumulative utilization of any Supercharger is less than twenty (20) percent.

~~11.~~13. **Default.** It shall be an "Event of Default" under this License if either Party fails to perform or observe any material term or condition of this License and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period and the defaulting Party commences to cure within the thirty (30) day period and

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proceeds with diligence and continuity, then such Party shall have additional time to cure as is reasonably required.

~~12.~~14. **Remedies.** The Parties acknowledge and agree that, if an Event of Default by the other Party has occurred and is continuing, the non-defaulting Party may: (a) terminate this License upon thirty {30) days advance written notice; or (b) exercise any other remedy available at law or in equity.

~~13.~~15. **Exclusions.** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for speculative, indirect, consequential or punitive damages, including, without limitation, any lost sales or profits.

~~14.~~16. **Indemnification.** Except to the extent a claim arises from any negligence or willful misconduct of an Indemnified Party, or any breach or alleged breach of Section 24 by Licensor, Licensee hereby agrees to indemnify, hold harmless and defend Licensor, its directors, officers, managers, members, employees, agents and representatives (each an "Indemnified Party") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Licensee's use of the Licensed Area; (ii) Licensee's breach of this License; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.

~~15.~~17. **Insurance.** Through the duration of this License, Licensee shall maintain commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand US Dollars ($2,500,000 USO) per occurrence and Four Million US Dollars ($4,000,000 USO) aggregate for combined single limit for bodily injury or third party property damage. The total limits above may be met by any combination of primary and excess liability insurance. A certificate evidencing such insurance shall be delivered to Licensor upon the execution of this License and upon reasonable request by Licensor. Licensee shall include Licensor as additional insured on its commercial general liability and, if applicable to meet limit requirements, umbrella and/or excess insurance policies, with respect to liability for services provided under this License. Licensee will maintain worker's compensation insurance in accordance with state and federal law. This requirement may be waived by Licensee if Licensee is a qualified self-insured in the state where the Licensed Area is located. Insurance shall be maintained with responsible insurance carriers with a Best Insurance Reports rating of "A-" or better or through a formal self-insurance mechanism that has either (a) a Best Insurance Reports rating of "A-" or better; or (b) a financial size category of "VI" or higher, provided, that if such self-insurance program does not meet either (a) or (b), then Licensee's use of self-insurance for the required coverages shall be subject to Licensor's approval, not to be unreasonably withheld, conditioned or delayed.

~~16.~~18. **Environmental Matters.** Licensor represents and warrants that, to the best of its knowledge, the Licensed Area shall be delivered free of contamination that violates any applicable environmental law. Notwithstanding any provision in this License to the contrary, Licensor agrees that it will indemnify and hold Licensee harmless from all costs from, and Licensee shall have no liability for, any contamination of the Property, unless caused by Licensee Parties. Licensor is responsible for remediating to the extent required by applicable environmental law any contamination not caused by Licensee Parties, including any contamination encountered by Licensee Parties during construction.

~~17.~~19. **Confidentiality.** The Parties agree that any confidential or proprietary information or documentation provided to one Party by the other Party in connection with this License are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during the Term and for a period of three (3) years thereafter, except as provided below. Licensee acknowledges that the Licensor is obligated by law to comply with the California Public Records Act (California Government Code section 7920.000 et seq. (formerly California

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Government Code section 6250 et seq.)), and pursuant thereto is required to provide any non-exempt records in its possession upon request by third parties. Licensee further acknowledges that information submitted to the Licensor pursuant to this License may be subject to disclosure pursuant to a Public Records Act request. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Licensor may not be in a position to establish that the information that Licensee submits is a trade secret or otherwise exempt from disclosure. If a request is made for information marked by Licensee as "Confidential", "Trade Secret", "Proprietary", "Trade Secret and Proprietary" or by a similar term, Licensor will provide Licensee with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Licensor is not obligated to attempt to protect aforesaid materials and will merely notify Licensee that a Public Records Act request for the aforesaid materials has been received. Additionally, the Parties may disclose confidential information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a "need to know" such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 17, provided that the Party disclosing such confidential information shall be liable for any disclosure by such authorized recipients, (ii) as permitted in Section 8 and Section 20, and (iii) as required by law. "Affiliate" of a Party is an entity that controls, is controlled by or is under common control with that Party, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, through ownership of voting securities, by contract or otherwise.

~~18.~~20. **Publicity.** Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.

~~19.~~21. **Notices.** All notices, demands and approvals shall be in writing and shall be delivered to the electronic mail addresses provided on the signature page, and shall be deemed given on proof of transmission. Either Party may change their respective address for notices by giving written notice of such new address in accordance with this Section 19.

~~20.~~22. **Incentives.** Licensor agrees that Licensee shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Supercharger Station, including, without limitation, from electricity delivered through, stored at or generated by the Supercharger Station. Licensor will cooperate with Licensee in obtaining all Incentives, provided that Licensor is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Licensee. If any Incentives are paid directly to Licensor, Licensor agrees to immediately pay such amounts over to Licensee. "Incentives" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority. Licensor agrees that Licensee may disclose a redacted copy of this License if necessary to obtain Incentives.

~~21.~~23. **Governing Law.** This License shall be construed and enforced in accordance with the laws of the state in which the Licensed Area is located.

~~22.~~24. **Entire Agreement.** Each Party acknowledges and agrees that it has read and understood this License, and that it represents the entire agreement and understanding of the Parties with respect to the subject matter herein and supersedes all prior agreements, communications, or understandings, whether oral or written, with respect to the subject matter herein.

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~~23.~~25. **Assignment.** Licensee shall not assign this License nor sublicense the Premises without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Licensee's ability to transfer this Agreement to a Licensee Affiliate.

~~24.~~26. **Miscellaneous.** This License may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals. If any provision of this License is invalid or unenforceable, the remainder of this License shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law. Any outstanding payment obligations and the terms of Section 17 shall survive termination of this License. This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Unless this License is terminated as expressly provided herein, this License shall survive any sale or transfer of Licensor's interest in the Property or Licensed Area. Each Party shall comply with all applicable codes, laws and ordinances in fulfilling its respective obligations under this License. Licensee shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Licensee at the Licensed Area. This License is subject and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided that Licensee's rights under this License shall not be disturbed by such subordination so long as no Event of Default by Licensee exists beyond all notice and cure periods. LICENSOR AND LICENSEE EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS LICENSE.

~~25.~~27. **Prevailing Wages.** To the extent the Infrastructure or Trade Fixtures installed by Licensee may be considered a "public work" as defined in Labor Code§ 1720, et seq., Licensee shall comply with the state prevailing wage law, California Labor Code §§ 1720 et seq. and 8 C.C.R. § 16000 et seq. for any "public work" (as that term is defined in the statutes) performed pursuant to this License. For purposes of compliance with the prevailing wage law, Licensee shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes, without limitation, payment of at least prevailing rates as determined by the Director of Industrial Relations, overtime and working hour requirements, apprenticeship obligations, payroll record-keeping requirements, and other obligations as required by law.

~~26.~~28. **Possessory Interest Tax.** Licensee understands and acknowledge that Licensor's grant of non-exclusive use may be subject to property taxation and that Licensee may be subject to the payment of possessory interest tax levied on the grant of non-exclusive use pursuant to California Revenue and Taxation Code Section 107.6. Licensee shall pay without abatement, deduction, or offset any possessory interest taxes levied on or assessed against the Licensed Area, Trade Fixtures, Licensee's equipment which are directly attributable to this License or Licensee's use of the Licensed Area, whether belonging, owed or chargeable against the Licensor. Licensee shall make all such payments directly to the charging authority prior to delinquency and before any fine, interest, or penalty becomes due or is imposed for Licensee's non-payment. Notwithstanding the foregoing, Licensee shall, at its sole cost and expense, have the right to challenge the assessment. Licensee shall provide Licensor with proof of payment of such tax.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	November 12, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Receive and File the Fiscal Year (FY) 2023-24 4th Quarter Finance Report (unaudited).
RECOMMENDED ACTION:	Staff recommends the City Council receive and file the Q4 FY 2023-24 financial report.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to provide a budget status update for the period of Fourth Quarter Fiscal Year 2023-24.
FINANCIAL IMPACT:	None.

BACKGROUND:

Municipal Code Title 2, §2.24.030 states the Director of Finance shall deliver to the City Manager and to the Council at a regularly scheduled Council meeting a budget report showing the budget status at the end of the preceding quarter. Staff has prepared the following for Council:

1. Fourth Quarter (Q4) staff report for Fiscal Year (FY) 2023-24. This report is a summary of transactions from April 1, 2024 through June 30,2024.
2. A summary of St. Helena CARES Low Income Subsidy and Water Leak adjustments for Q4 FY 2023-24.
3. FY 2023-24 Q4 list of checks over $50,000 (Attachment 1).
4. FY 2023-24 Q4 balance of all funds (Attachment 2).

DISCUSSION:

The information below reflects transactions posted through June 30, 2024. Please note that the financial data is unaudited, and the final balances may be adjusted based on final closing entries. Additional details for the General Fund, Water Fund, and Wastewater Fund are provided as Attachments 3-8.

Highlighted Performance

General Fund revenues exceeded budget projections by $1,419,882 million. Some of the key items that resulted in the excess revenue collections were due to the following:

1. Property Tax - Property Tax collections exceeded the County's initial projections provided to the City by $182,427.
2. Sales Tax - Sales Tax collections exceeded Avenu's revised projections provided to the City by $132,074.

3. Transient Occupancy Tax - Transient Occupancy Tax collections exceeded the City's initial projections by $216,813.
4. License and Permits - Collections in this category were $133,919 higher than anticipated, predominately due to increased activity in building activity.
5. Investment Earnings - Investment earnings were recorded as $276,679 higher than budgeted due to better market performance, which fluctuates drastically from year to year.
6. One-time Revenues - Collections is this category were $329,671 higher than anticipated and were related to reimbursements for emergency relief and reimbursements for grant expenditures incurred in the prior fiscal year.

Water Fund revenues realized were 83% lower or $1,470,106 less than projected. As noted below, the primary reason for the lower collections were a result of low water usage. Revenue projections were based on the 2023 Water and Wastewater Rate Study, which projected estimated water usage of 1,300 acre-feet for FY 2023-24. However, actual billed usage for FY 2023-24 was 1,043 acre-feet.

General Fund

General Fund revenues received to date for FY 2023-24 are $19,483,283 - 108% of the budgeted General Fund revenue has been collected. General Fund revenue is divided into the following categories:

1. Property Tax
2. Sales Tax
3. Transient Occupancy Tax (TOT)
4. Other Taxes
5. Charges for Service
6. Fines and Forfeits
7. Licenses and Permits
8. Development Fees
9. Intergovernmental
10. Interest and Rents, and
11. Miscellaneous

The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT, of which 103% of the adjusted budget have been collected. Attachment 3 provides details on each of the revenue categories.

General Fund expenditures for Q4 total $18,591,377, representing 85% of the adjusted budget. Additionally, $1,813,929 in encumbered funds will be carried over into FY 2024-25 budgeted expenditures. Spending for FY 2023-24 is lower than the adjusted budget at June 30th due to project spending that will be continued into FY 2024-25. Funds allocated to these projects are encumbered and will be rolled into the following fiscal year budget.

Non-Departmental expenditures exceeded the budgeted amount due to recording of the FY 2024-25 pension expense and depreciation expenses required for the preparation of the City's annual financial statements. Fire Department expenditures exceeded the

budgeted amount due to expenditures that were incurred in relation to emergency response activities; however, the City received corresponding revenues, which were recorded under the emergency relief revenue line, to offset these expenses. Overall expenditures are less than the authorized adjusted budget for General Fund. Attachment 4 provides a summary of expenditures by Department for FY 2023-24 Q4.

Water Enterprise Fund

Water Enterprise revenue billed to date is $7,337,197, or 83% of the total estimated revenues for FY 2023-24 as of June 30, 2024. Revenues are lower than projected due to lower-than-anticipated water usage during the fiscal year. The recent utility rate study, which implemented a 28% increase, was based on an estimated water usage of 1,300 acre-feet. However, actual billed usage for FY 2023-24 was 1,043 acre-feet. Staff is actively monitoring the revenue shortfall and will provide an update to the City Council as soon as additional information becomes available. Attachment 5 provides a detailed breakdown of Water Fund revenues.

Water expenditures are $7,532,433 for Q4 FY 2023-24. Overall Water Fund spending is 67% of the adjusted budget for FY 2023-24. Low spending is due to the timing of invoices received that were processed after the close of the fiscal year. An additional $1,040,400 in expenses were encumbered and rolled to FY 2024-25. Attachment 6 provides a summary of spending by Department for FY 2022-23 Q4.

Wastewater Enterprise Fund

Wastewater Enterprise revenue billed to date is $4,682,544 or 99% of the estimated total revenues for FY 2023-24. Revenues are on target with budgeted projections. The previous FY 2022-23 Q4 revenues were at 99% for the same time period. Attachment 7 provides details for Wastewater Fund revenues

Wastewater expenses are $4,181,129 for Q4 FY 2023-24. Overall Wastewater Fund spending is at 74% for the Fiscal Year and is on target. Lower than budgeted spending is due to the timing of invoices received that were processed after the close of the fiscal year. An additional $693,881 in expenses were encumbered and rolled to FY 2024-25. Attachment 8 provides a summary of spending by Department for FY 2023-24 Q4.

Water and Wastewater Funds - Aging Report

Revenues for both the water and wastewater systems are recognized as soon as they are earned as opposed to when they are collected. Therefore, when the bi-monthly utility bill is processed the revenues are recorded in the financial software system. Table 1 provides a summary of the past due amounts compared to the same time the previous year.

Table 1

Period	30 - 60 Days	60 - 90 Days	90 - 120 Days	Over 120 Days

06/30/2022	$310,541	$19,016	$136,974	$2,076,731
06/30/2023	$167,337	$777	$86,470	$1,428,475
06/30/2024	$225,367	$14,726	$74,587	$1,133,947

All Funds
Attachment 2 provides a summary of the balance of all funds.

St. Helena CARES Low Income Subsidy
The St. Helena CARES subsidy program currently has 100 participants. The subsidy for FY 2023-24 Q4 is $18,730. Funds for the St. Helena CARES Low Income Subsidy program is included in the adopted FY 2023-24 budget.

Leak Adjustment Subsidy
The leak subsidy for Q4 FY 2023-24 totals $3,105 which represents four approved leak adjustments caused by two toilet leaks and two irrigation leaks. Funds for the Leak Adjustment Subsidy program are included in the adopted FY 2023-24 budget.

FY 2023-24 Q4 Checks over $50,000
Per staff recommendations on April 10, 2015, and as adopted by Fiscal Policy P-FI-0016, Attachment 1 provides an account of all checks over $50,000.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

Attachment 1 - Checks by Date
Attachment 2 - FY24 Estimated Cash Balances at 06.30.24
Attachment 3 - FY24 General Fund Revenue Worksheet Historical by Type 06.30.24
Attachment 4 - Q4 General Fund Expenses
Attachment 5 - Q4 Water Revenues
Attachment 6 - Q4 Water Expenditures
Attachment 7 - Q4 Wastewater Revenues
Attachment 8 - Q4 Wastewater Expenditures

ATTACHMENT 1

Accounts Payable

Checks by Date - Summary by Check Date

User: Mandy
Printed: 11/4/2024 9:34 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
121729	PUB01	Public Emp Retirement System	04/02/2024	62,875.82
			Total for 4/2/2024:	62,875.82
121697	BBKLAW	Best Best & Krieger, Attorneys at Law	04/05/2024	56,468.61
			Total for 4/5/2024:	56,468.61
122051	NAP05	Westamerica Bank	04/09/2024	103,482.08
122052	PUB01	Public Emp Retirement System	04/09/2024	64,540.69
			Total for 4/9/2024:	168,022.77
121755	NAP06	NAPA, CITY OF	04/11/2024	119,368.75
			Total for 4/11/2024:	119,368.75
122058	NAP05	Westamerica Bank	04/19/2024	99,825.83
122059	PUB01	Public Emp Retirement System	04/19/2024	65,456.30
			Total for 4/19/2024:	165,282.13
121982	OTS	OTS	05/03/2024	86,574.59
121990	TEAM	Team Ghilotti	05/03/2024	139,284.04
			Total for 5/3/2024:	225,858.63
122064	NAP05	Westamerica Bank	05/06/2024	102,333.40
122065	PUB01	Public Emp Retirement System	05/06/2024	65,436.42
			Total for 5/6/2024:	167,769.82
122038	TEAM	Team Ghilotti	05/07/2024	576,519.59
			Total for 5/7/2024:	576,519.59
122068	APSENVIR	APS Environmental	05/09/2024	54,920.15
122070	NAP07	Napa County Auditor-Controller's Office	05/09/2024	66,573.02
			Total for 5/9/2024:	121,493.17
122123	DEP05	Department of Water Resources	05/30/2024	52,251.00
122137	M&GHILOT	Maggiora & Ghilotti Inc.	05/30/2024	351,785.00
122144	MUSCO	Musco Sports Lighting LLC	05/30/2024	296,718.30
122145	NAP06	NAPA, CITY OF	05/30/2024	140,672.58
122150	OTS	OTS	05/30/2024	53,864.42

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 5/30/2024:	895,291.30
122172	APSENVIR	APS Environmental	05/31/2024	88,149.07
122182	HYDROSCI	HydroScience Engineers	05/31/2024	57,992.14
122273	NAP05	Westamerica Bank	05/31/2024	111,129.03
122274	PUB01	Public Emp Retirement System	05/31/2024	63,009.42
			Total for 5/31/2024:	320,279.66
122260	OTS	OTS	06/07/2024	67,878.73
122262	REMIF	REMIF	06/07/2024	152,058.40
122264	THOMPBUI	Thompson Builders Corporation	06/07/2024	98,990.00
			Total for 6/7/2024:	318,927.13
122277	NAP05	Westamerica Bank	06/10/2024	101,999.01
122278	PUB01	Public Emp Retirement System	06/10/2024	63,454.22
			Total for 6/10/2024:	165,453.23
122324	JWC	JWC Environmental Inc.	06/14/2024	91,431.09
122343	BBKLAW	Best Best & Krieger, Attorneys at Law	06/14/2024	62,165.39
			Total for 6/14/2024:	153,596.48
122349	NAP05	Westamerica Bank	06/18/2024	104,294.24
122350	PUB01	Public Emp Retirement System	06/18/2024	66,007.15
			Total for 6/18/2024:	170,301.39
122361	LANDREVI	Land Revision	06/19/2024	88,207.20
			Total for 6/19/2024:	88,207.20
122384	M&GHILOT	Maggiora & Ghilotti Inc.	06/21/2024	359,997.75
122386	NAP06	NAPA, CITY OF	06/21/2024	145,944.95
			Total for 6/21/2024:	505,942.70
122407	NAP23	County of Napa	06/26/2024	64,058.00
			Total for 6/26/2024:	64,058.00
47179	NAP05	Westamerica Bank	06/27/2024	110,449.36
47180	PUB01	Public Emp Retirement System	06/27/2024	66,007.93
122416	BBKLAW	Best Best & Krieger, Attorneys at Law	06/27/2024	164,469.51
			Total for 6/27/2024:	340,926.80
			Report Total (39 checks):	4,686,643.18

General Ledger

Summary Trial Balance

User: Mandy
Printed: 11/06/2024 - 12:37PM
Period: 01 to 13, 2024
Suppress accounts without balance, budget, or activity: False

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 101	General Fund					
ASSETS						
Dept 10	Cash					
101-10-15-00-00	Cash Account	0.00	13,652,559.23	21,764,763.57	21,320,854.64	14,096,468.16
	ASSETS Totals:	0.00	13,652,559.23	21,764,763.57	21,320,854.64	14,096,468.16
	Fund 101 Totals:	0.00	13,652,559.23	21,764,763.57	21,320,854.64	14,096,468.16
Fund 209	HOME Grant					
ASSETS						
Dept 10	Cash					
209-10-15-00-00	Cash Account	0.00	27,405.45	22,093.16	92,297.25	-42,798.64
	ASSETS Totals:	0.00	27,405.45	22,093.16	92,297.25	-42,798.64
	Fund 209 Totals:	0.00	27,405.45	22,093.16	92,297.25	-42,798.64
Fund 210	Community Dev Block Grant					
ASSETS						
Dept 10	Cash					
210-10-15-00-00	Cash Account	0.00	-111,516.06	595,616.32	436,615.76	47,484.50
	ASSETS Totals:	0.00	-111,516.06	595,616.32	436,615.76	47,484.50
	Fund 210 Totals:	0.00	-111,516.06	595,616.32	436,615.76	47,484.50
Fund 211	EPA Grant					
ASSETS						
Dept 10						
211-10-15-00-00	Cash Account	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 211 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 212	DUI Grant					
ASSETS						
Dept 10	Cash					
212-10-15-00-00	Cash Account	0.00	326.71	0.00	84,308.98	-83,982.27
	ASSETS Totals:	0.00	326.71	0.00	84,308.98	-83,982.27
	Fund 212 Totals:	0.00	326.71	0.00	84,308.98	-83,982.27
Fund 213	Officer Wellness Grant					
ASSETS						
Dept 10	Cash					
213-10-15-00-00	Cash Account	0.00	15,319.35	49,371.43	15.39	64,675.39
	ASSETS Totals:	0.00	15,319.35	49,371.43	15.39	64,675.39
	Fund 213 Totals:	0.00	15,319.35	49,371.43	15.39	64,675.39
Fund 216	Public Safety Impact					
ASSETS						
Dept 10	Cash					
216-10-15-00-00	Cash Account	0.00	590,930.89	76,754.89	869.10	666,816.68
	ASSETS Totals:	0.00	590,930.89	76,754.89	869.10	666,816.68
	Fund 216 Totals:	0.00	590,930.89	76,754.89	869.10	666,816.68
Fund 218	Public Library Foundation					
ASSETS						
Dept 10	Cash					
218-10-15-00-00	Cash Account	0.00	1,314.92	44.88	1,300.98	58.82
	ASSETS Totals:	0.00	1,314.92	44.88	1,300.98	58.82
	Fund 218 Totals:	0.00	1,314.92	44.88	1,300.98	58.82
Fund 219	CLSA State Library Grant					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10	Cash					
219-10-15-00-00	Cash Account	0.00	1,885.77	27.37	2.82	1,910.32
	ASSETS Totals:	0.00	1,885.77	27.37	2.82	1,910.32
	Fund 219 Totals:	0.00	1,885.77	27.37	2.82	1,910.32
Fund 222	Park Bond Act					
ASSETS						
Dept 10	Cash					
222-10-15-00-00	Cash Account	0.00	221.66	0.00	0.00	221.66
	ASSETS Totals:	0.00	221.66	0.00	0.00	221.66
	Fund 222 Totals:	0.00	221.66	0.00	0.00	221.66
Fund 223	Skate Park Lighting Fund					
ASSETS						
Dept 10	Cash					
223-10-15-00-00	Cash Account	0.00	0.60	0.00	0.00	0.60
	ASSETS Totals:	0.00	0.60	0.00	0.00	0.60
	Fund 223 Totals:	0.00	0.60	0.00	0.00	0.60
Fund 224	Public Safety (COPS)					
ASSETS						
Dept 10	Cash					
224-10-15-00-00	Cash Account	0.00	369,801.56	194,870.76	98,027.52	466,644.80
	ASSETS Totals:	0.00	369,801.56	194,870.76	98,027.52	466,644.80
	Fund 224 Totals:	0.00	369,801.56	194,870.76	98,027.52	466,644.80
Fund 225	State Gas Tax 2105					
ASSETS						
Dept 10	Cash					
225-10-15-00-00	Cash Account	0.00	0.88	33,175.97	32.88	33,143.97
	ASSETS Totals:	0.00	0.88	33,175.97	32.88	33,143.97

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 225 Totals:	0.00	0.88	33,175.97	32.88	33,143.97
Fund 226	State Gas Tax 2106					
ASSETS						
Dept 10	Cash					
226-10-15-00-00	Cash Account	0.00	0.00	20,499.74	76.86	20,422.88
	ASSETS Totals:	0.00	0.00	20,499.74	76.86	20,422.88
	Fund 226 Totals:	0.00	0.00	20,499.74	76.86	20,422.88
Fund 227	State Gas Tax 2107					
ASSETS						
Dept 10	Cash					
227-10-15-00-00	Cash Account	0.00	12,680.47	54,845.05	8,203.02	59,322.50
	ASSETS Totals:	0.00	12,680.47	54,845.05	8,203.02	59,322.50
	Fund 227 Totals:	0.00	12,680.47	54,845.05	8,203.02	59,322.50
Fund 228	State Gas Tax 21075					
ASSETS						
Dept 10	Cash					
228-10-15-00-00	Cash Account	0.00	12,657.90	2,207.82	18.90	14,846.82
	ASSETS Totals:	0.00	12,657.90	2,207.82	18.90	14,846.82
	Fund 228 Totals:	0.00	12,657.90	2,207.82	18.90	14,846.82
Fund 229	State Gas Tax 2103					
ASSETS						
Dept 10	Cash					
229-10-15-00-00	Cash Account	0.00	148,080.75	51,907.64	204.69	199,783.70
	ASSETS Totals:	0.00	148,080.75	51,907.64	204.69	199,783.70
	Fund 229 Totals:	0.00	148,080.75	51,907.64	204.69	199,783.70
Fund 230	RMRA					
ASSETS						
Dept 10	Cash					
230-10-15-00-00	Cash Account	0.00	0.00	138,673.33	122.87	138,550.46

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	138,673.33	122.87	138,550.46
	Fund 230 Totals:	0.00	0.00	138,673.33	122.87	138,550.46
Fund 235	Measure A					
ASSETS						
Dept 10	Cash					
235-10-15-00-00	Cash Account	0.00	45,788.25	664.67	68.36	46,384.56
	ASSETS Totals:	0.00	45,788.25	664.67	68.36	46,384.56
	Fund 235 Totals:	0.00	45,788.25	664.67	68.36	46,384.56
Fund 237	Emergency Flood Relief					
ASSETS						
Dept 10	Cash					
237-10-15-00-00	Cash Account	0.00	174,839.86	2,537.98	261.03	177,116.81
	ASSETS Totals:	0.00	174,839.86	2,537.98	261.03	177,116.81
	Fund 237 Totals:	0.00	174,839.86	2,537.98	261.03	177,116.81
Fund 238	Training Development Fund					
ASSETS						
Dept 10	Cash					
238-10-15-00-00	Cash Account	0.00	27,081.17	9,068.73	11,747.82	24,402.08
	ASSETS Totals:	0.00	27,081.17	9,068.73	11,747.82	24,402.08
	Fund 238 Totals:	0.00	27,081.17	9,068.73	11,747.82	24,402.08
Fund 240	Measure T					
ASSETS						
Dept 10	Cash					
240-10-15-00-00	Cash Account	0.00	3,614,347.86	1,552,182.61	1,120,113.95	4,046,416.52
	ASSETS Totals:	0.00	3,614,347.86	1,552,182.61	1,120,113.95	4,046,416.52
	Fund 240 Totals:	0.00	3,614,347.86	1,552,182.61	1,120,113.95	4,046,416.52

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 241	Measure T - Class I Trails					
ASSETS						
Dept 10	Cash					
241-10-15-00-00	Cash Account	0.00	85,949.94	102,047.79	133,428.59	54,569.14
	ASSETS Totals:	0.00	85,949.94	102,047.79	133,428.59	54,569.14
	Fund 241 Totals:	0.00	85,949.94	102,047.79	133,428.59	54,569.14
Fund 277	Prop 56 Grant					
ASSETS						
Dept 10	Cash					
277-10-15-00-00	Cash Account	0.00	21,002.20	0.00	0.00	21,002.20
	ASSETS Totals:	0.00	21,002.20	0.00	0.00	21,002.20
	Fund 277 Totals:	0.00	21,002.20	0.00	0.00	21,002.20
Fund 278	BSCC Grant					
ASSETS						
Dept 10						
278-10-15-00-00	Cash Account	0.00	2,596.73	37.71	3.88	2,630.56
	ASSETS Totals:	0.00	2,596.73	37.71	3.88	2,630.56
	Fund 278 Totals:	0.00	2,596.73	37.71	3.88	2,630.56
Fund 279	Asset Forfeit					
ASSETS						
Dept 10	Cash					
279-10-15-00-00	Cash Account	0.00	49,850.96	19,934.11	4,837.57	64,947.50
	ASSETS Totals:	0.00	49,850.96	19,934.11	4,837.57	64,947.50
	Fund 279 Totals:	0.00	49,850.96	19,934.11	4,837.57	64,947.50
Fund 280	Teen Center Recreation Dept					
ASSETS						
Dept 10	Cash					
280-10-15-00-00	Cash Account	0.00	0.00	143.65	0.00	143.65

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	0.00	143.65	0.00	143.65
	Fund 280 Totals:	0.00	0.00	143.65	0.00	143.65
Fund 283	Tree City USA					
ASSETS						
Dept 10	Cash					
283-10-15-00-00	Cash Account	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 283 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 286	Bocce Ball					
ASSETS						
Dept 10	Cash					
286-10-15-00-00	Cash Account	0.00	58,763.35	5,694.97	49,848.43	14,609.89
	ASSETS Totals:	0.00	58,763.35	5,694.97	49,848.43	14,609.89
	Fund 286 Totals:	0.00	58,763.35	5,694.97	49,848.43	14,609.89
Fund 287	Harvest Festival					
ASSETS						
Dept 10	Cash					
287-10-15-00-00	Cash Account	0.00	-6,613.86	25,425.14	25,145.12	-6,333.84
	ASSETS Totals:	0.00	-6,613.86	25,425.14	25,145.12	-6,333.84
	Fund 287 Totals:	0.00	-6,613.86	25,425.14	25,145.12	-6,333.84
Fund 288	Fourth of July					
ASSETS						
Dept 10	Cash					
288-10-15-00-00	Cash Account	0.00	48,873.26	45,293.20	59,894.88	34,271.58
	ASSETS Totals:	0.00	48,873.26	45,293.20	59,894.88	34,271.58
	Fund 288 Totals:	0.00	48,873.26	45,293.20	59,894.88	34,271.58
Fund 289	Recreation Program					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10	Cash					
289-10-15-00-00	Cash Account	0.00	0.00	1,773.08	373.47	1,399.61
	ASSETS Totals:	0.00	0.00	1,773.08	373.47	1,399.61
	Fund 289 Totals:	0.00	0.00	1,773.08	373.47	1,399.61
Fund 290	Tourism Improvement District					
ASSETS						
Dept 10	Cash					
290-10-15-00-00	Cash Account	0.00	140,206.78	636,026.17	652,628.60	123,604.35
	ASSETS Totals:	0.00	140,206.78	636,026.17	652,628.60	123,604.35
	Fund 290 Totals:	0.00	140,206.78	636,026.17	652,628.60	123,604.35
Fund 291	SB-1186 State Fees					
ASSETS						
Dept 10	Cash					
291-10-15-00-00	Cash Account	0.00	28,472.39	5,710.55	304.31	33,878.63
	ASSETS Totals:	0.00	28,472.39	5,710.55	304.31	33,878.63
	Fund 291 Totals:	0.00	28,472.39	5,710.55	304.31	33,878.63
Fund 295	N.O.A.A.					
ASSETS						
Dept 10	Cash					
295-10-15-00-00	Cash Account	0.00	2,718.21	39.46	4.06	2,753.61
	ASSETS Totals:	0.00	2,718.21	39.46	4.06	2,753.61
	Fund 295 Totals:	0.00	2,718.21	39.46	4.06	2,753.61
Fund 329	Stabo Trust					
ASSETS						
Dept 10	Cash					
329-10-15-00-00	Cash Account	0.00	37,433.83	543.41	55.89	37,921.35
	ASSETS Totals:	0.00	37,433.83	543.41	55.89	37,921.35

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 329 Totals:	0.00	37,433.83	543.41	55.89	37,921.35
Fund 375	Murray Ex Trust					
ASSETS						
Dept 10	Cash					
375-10-15-00-00	Cash Account	0.00	20,151.05	2,585.68	29.36	22,707.37
	ASSETS Totals:	0.00	20,151.05	2,585.68	29.36	22,707.37
	Fund 375 Totals:	0.00	20,151.05	2,585.68	29.36	22,707.37
Fund 380	Friends and Foundation					
ASSETS						
Dept 10	Cash					
380-10-15-00-00	Cash Account	0.00	62,016.21	141,995.09	131,133.94	72,877.36
	ASSETS Totals:	0.00	62,016.21	141,995.09	131,133.94	72,877.36
	Fund 380 Totals:	0.00	62,016.21	141,995.09	131,133.94	72,877.36
Fund 381	Ryan Library Trust					
ASSETS						
Dept 10	Cash					
381-10-15-00-00	Cash Account	0.00	-3,036.99	208.57	0.00	-2,828.42
	ASSETS Totals:	0.00	-3,036.99	208.57	0.00	-2,828.42
	Fund 381 Totals:	0.00	-3,036.99	208.57	0.00	-2,828.42
Fund 382	Martin Estate Trust					
ASSETS						
Dept 10	Cash					
382-10-15-00-00	Cash Account	0.00	3,682.58	462.15	805.19	3,339.54
	ASSETS Totals:	0.00	3,682.58	462.15	805.19	3,339.54
	Fund 382 Totals:	0.00	3,682.58	462.15	805.19	3,339.54
Fund 384	Tweed Trust					
ASSETS						
Dept 10	Cash					
384-10-15-00-00	Cash Account	0.00	769,953.93	10,892.37	50,348.09	730,498.21

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	769,953.93	10,892.37	50,348.09	730,498.21
	Fund 384 Totals:	0.00	769,953.93	10,892.37	50,348.09	730,498.21
Fund 420	1996 GO Bonds					
ASSETS						
Dept 10	Cash					
420-10-15-00-00	Cash Account	0.00	12,839.91	0.00	0.00	12,839.91
	ASSETS Totals:	0.00	12,839.91	0.00	0.00	12,839.91
	Fund 420 Totals:	0.00	12,839.91	0.00	0.00	12,839.91
Fund 421	2022 GO Bonds					
ASSETS						
Dept 10	Cash					
421-10-15-00-00	Cash Account	0.00	0.00	0.00	2,450.00	-2,450.00
	ASSETS Totals:	0.00	0.00	0.00	2,450.00	-2,450.00
	Fund 421 Totals:	0.00	0.00	0.00	2,450.00	-2,450.00
Fund 443	So St Helena Drainage Assessmt					
ASSETS						
Dept 10	Cash					
443-10-15-00-00	Cash Account	0.00	30,208.13	438.51	45.10	30,601.54
	ASSETS Totals:	0.00	30,208.13	438.51	45.10	30,601.54
	Fund 443 Totals:	0.00	30,208.13	438.51	45.10	30,601.54
Fund 561	Water Enterprise					
ASSETS						
Dept 10	Cash					
561-10-15-00-00	Cash Account	0.00	6,836,467.35	7,256,640.22	8,871,385.20	5,221,722.37
	ASSETS Totals:	0.00	6,836,467.35	7,256,640.22	8,871,385.20	5,221,722.37
	Fund 561 Totals:	0.00	6,836,467.35	7,256,640.22	8,871,385.20	5,221,722.37

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 562	1977 Water Bond					
ASSETS						
Dept 10	Cash					
562-10-15-00-00	Cash Account	0.00	60,229.55	0.00	0.00	60,229.55
	ASSETS Totals:	0.00	60,229.55	0.00	0.00	60,229.55
	Fund 562 Totals:	0.00	60,229.55	0.00	0.00	60,229.55
Fund 571	Sewer Enterprise					
ASSETS						
Dept 10	Cash					
571-10-15-00-00	Cash Account	0.00	3,843,343.27	13,550,971.88	14,438,152.82	2,956,162.33
	ASSETS Totals:	0.00	3,843,343.27	13,550,971.88	14,438,152.82	2,956,162.33
	Fund 571 Totals:	0.00	3,843,343.27	13,550,971.88	14,438,152.82	2,956,162.33
Fund 572	Wastewater Bond					
ASSETS						
Dept 10	Cash					
572-10-15-00-00	Cash Account	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 572 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 581	Insurance Benefit Fund					
ASSETS						
Dept 10	Cash					
581-10-15-00-00	Cash Account	0.00	84,401.98	0.00	10,722.70	73,679.28
	ASSETS Totals:	0.00	84,401.98	0.00	10,722.70	73,679.28
	Fund 581 Totals:	0.00	84,401.98	0.00	10,722.70	73,679.28
Fund 582	Internal Service Garage Fund					
ASSETS						
Dept 10	Cash					
582-10-15-00-00	Cash Account	0.00	-80,702.11	367,619.49	1,233,820.60	-946,903.22

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	-80,702.11	367,619.49	1,233,820.60	-946,903.22
	Fund 582 Totals:	0.00	-80,702.11	367,619.49	1,233,820.60	-946,903.22
Fund 592	Equipment Replacement Fund					
ASSETS						
Dept 10	Cash					
592-10-15-00-00	Cash Account	0.00	1,009,453.99	112,766.83	206,181.15	916,039.67
	ASSETS Totals:	0.00	1,009,453.99	112,766.83	206,181.15	916,039.67
	Fund 592 Totals:	0.00	1,009,453.99	112,766.83	206,181.15	916,039.67
Fund 593	Fire Equipment Replacement					
ASSETS						
Dept 10	Cash					
593-10-15-00-00	Cash Account	0.00	159,361.99	824,693.14	14,268.87	969,786.26
	ASSETS Totals:	0.00	159,361.99	824,693.14	14,268.87	969,786.26
	Fund 593 Totals:	0.00	159,361.99	824,693.14	14,268.87	969,786.26
Fund 700	Flood Control Capital					
ASSETS						
Dept 10						
700-10-15-00-00	Cash Account	0.00	423,122.50	5,446.57	103,004.62	325,564.45
	ASSETS Totals:	0.00	423,122.50	5,446.57	103,004.62	325,564.45
	Fund 700 Totals:	0.00	423,122.50	5,446.57	103,004.62	325,564.45
Fund 713	Civic Impact					
ASSETS						
Dept 10	Cash					
713-10-15-00-00	Cash Account	0.00	822,974.09	80,105.30	2,553.29	900,526.10
	ASSETS Totals:	0.00	822,974.09	80,105.30	2,553.29	900,526.10
	Fund 713 Totals:	0.00	822,974.09	80,105.30	2,553.29	900,526.10
Fund 733	Capital Project Planning					
ASSETS						

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Dept 10	Cash					
733-10-15-00-00	Cash Account	0.00	404,843.38	129,804.56	497,314.66	37,333.28
	ASSETS Totals:	0.00	404,843.38	129,804.56	497,314.66	37,333.28
	Fund 733 Totals:	0.00	404,843.38	129,804.56	497,314.66	37,333.28
Fund 734	Park Impact					
ASSETS						
Dept 10	Cash					
734-10-15-00-00	Cash Account	0.00	1,303,460.76	210,419.63	1,928.40	1,511,951.99
	ASSETS Totals:	0.00	1,303,460.76	210,419.63	1,928.40	1,511,951.99
	Fund 734 Totals:	0.00	1,303,460.76	210,419.63	1,928.40	1,511,951.99
Fund 740	Traffic Mitigation Impact					
ASSETS						
Dept 10	Cash					
740-10-15-00-00	Cash Account	0.00	2,829,543.11	74,148.22	10,991.59	2,892,699.74
	ASSETS Totals:	0.00	2,829,543.11	74,148.22	10,991.59	2,892,699.74
	Fund 740 Totals:	0.00	2,829,543.11	74,148.22	10,991.59	2,892,699.74
Fund 741	Street Capital Improvement					
ASSETS						
Dept 10	Cash					
741-10-15-00-00	Cash Account	0.00	1,122,870.52	1,755,787.55	2,294,043.16	584,614.91
	ASSETS Totals:	0.00	1,122,870.52	1,755,787.55	2,294,043.16	584,614.91
	Fund 741 Totals:	0.00	1,122,870.52	1,755,787.55	2,294,043.16	584,614.91
Fund 742	Storm Drain Improvement					
ASSETS						
Dept 10	Cash					
742-10-15-00-00	Cash Account	0.00	743,172.17	50,082.12	26,106.44	767,147.85
	ASSETS Totals:	0.00	743,172.17	50,082.12	26,106.44	767,147.85

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	Fund 742 Totals:	0.00	743,172.17	50,082.12	26,106.44	767,147.85
Fund 743	TDA Grant					
ASSETS						
Dept 10						
743-10-15-00-00	Cash Account	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 743 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 744	Housing Impact					
ASSETS						
Dept 10	Cash					
744-10-15-00-00	Cash Account	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 744 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 745	Parking In-Lieu					
ASSETS						
Dept 10	Cash					
745-10-15-00-00	Cash Account	0.00	656,396.75	9,528.26	979.96	664,945.05
	ASSETS Totals:	0.00	656,396.75	9,528.26	979.96	664,945.05
	Fund 745 Totals:	0.00	656,396.75	9,528.26	979.96	664,945.05
Fund 751	Affordable Housing					
ASSETS						
Dept 10	Cash					
751-10-15-00-00	Cash Account	0.00	551,494.47	591,875.88	269,424.52	873,945.83
	ASSETS Totals:	0.00	551,494.47	591,875.88	269,424.52	873,945.83
	Fund 751 Totals:	0.00	551,494.47	591,875.88	269,424.52	873,945.83
Fund 752						
ASSETS						
Dept 10						
752-10-15-00-00	Cash Account	0.00	909,800.49	350,481.00	351,875.80	908,405.69

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	ASSETS Totals:	0.00	909,800.49	350,481.00	351,875.80	908,405.69
	Fund 752 Totals:	0.00	909,800.49	350,481.00	351,875.80	908,405.69
Fund 763	Water Capital Project					
ASSETS						
Dept 10	Cash					
763-10-15-00-00	Cash Account	0.00	-521,970.12	3,691,135.23	1,669,164.47	1,500,000.64
	ASSETS Totals:	0.00	-521,970.12	3,691,135.23	1,669,164.47	1,500,000.64
	Fund 763 Totals:	0.00	-521,970.12	3,691,135.23	1,669,164.47	1,500,000.64
Fund 764	Water Impact					
ASSETS						
Dept 10	Cash					
764-10-15-00-00	Cash Account	0.00	411,662.32	47,171.18	620.23	458,213.27
	ASSETS Totals:	0.00	411,662.32	47,171.18	620.23	458,213.27
	Fund 764 Totals:	0.00	411,662.32	47,171.18	620.23	458,213.27
Fund 773	Sewer Capital					
ASSETS						
Dept 10	Cash					
773-10-15-00-00	Cash Account	0.00	-5,624,062.00	10,318,961.00	4,694,898.85	0.15
	ASSETS Totals:	0.00	-5,624,062.00	10,318,961.00	4,694,898.85	0.15
	Fund 773 Totals:	0.00	-5,624,062.00	10,318,961.00	4,694,898.85	0.15
Fund 774	Sewer Impact					
ASSETS						
Dept 10	Cash					
774-10-15-00-00	Cash Account	0.00	1.96	42,443.30	42,267.52	177.74
	ASSETS Totals:	0.00	1.96	42,443.30	42,267.52	177.74
	Fund 774 Totals:	0.00	1.96	42,443.30	42,267.52	177.74

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 890	General Fixed Assets					
ASSETS						
Dept 10	Cash					
890-10-15-00-00	Cash Account	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 890 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 898	General Long Term Debt					
ASSETS						
Dept 10	Cash					
898-10-15-00-00	Cash Account	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	0.00	0.00	0.00	0.00
	Fund 898 Totals:	0.00	0.00	0.00	0.00	0.00
Fund 999	Clearing Account					
ASSETS						
Dept 10	Cash					
999-10-15-00-00	Cash Account	0.00	-35,894,661.79	43,493,704.44	49,506,159.18	-41,907,116.53
	ASSETS Totals:	0.00	-35,894,661.79	43,493,704.44	49,506,159.18	-41,907,116.53
	Fund 999 Totals:	0.00	-35,894,661.79	43,493,704.44	49,506,159.18	-41,907,116.53
	Report Totals:	0.00	0.46	108,532,343.33	108,532,343.33	0.46

ATTACHMENT 3

General Fund Revenues

Account	Description	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual FY 2023	Adopted FY 2024	Adjusted FY2024	Q4 Unaudited FY 2024	% Collected Q4 2024
Property Taxes										
101-30-10-00-00	Property Tax-Secured	3,940,490	4,109,646	4,491,375	4,557,240	4,845,720	4,898,632	5,049,888	5,153,320	
101-30-11-00-00	ERAF Shift to State	342,386	309,857	465,733	496,468	577,641	308,320	380,617	434,928	
101-30-20-00-00	Property Tax-Unsecured	125,292	127,427	22,927	145,360	151,958	159,420	167,871	167,382	
101-30-30-00-00	Prior Year Property Tax	1,035	964	4,323	9,361	192	1,699	1,699	274	
101-30-90-00-00	Real Property Transfer Tax	83,805	67,964	171,689	154,175	153,359	154,175	154,175	146,307	
101-32-05-00-00	In Lieu VLF	726,626	776,392	810,122	841,911	897,205	922,737	922,737	957,067	
101-32-20-00-00	Homeowner Property Tax	15,555	15,260	12,492	14,983	14,803	15,043	14,226	14,362	
Property Taxes		**5,235,189**	**5,407,511**	**5,978,661**	**6,219,497**	**6,640,879**	**6,460,026**	**6,691,213**	**6,873,640**	**103%**
Sales Tax										
101-30-40-00-00	Retail Sales/Use Tax	3,159,579	2,822,979	2,945,506	3,620,282	3,584,494	3,754,400	3,437,112	3,534,189	
101-30-42-00-00	Public Safety Sales Tax	61,687	66,742	69,493	76,783	82,610	80,300	80,300	91,100	
101-30-43-00-00	Sales Tax In Lieu	-	-	-	-	-	-	-	-	
101-30-44-00-00	Measure D	1,743,519	1,650,599	1,723,186	2,232,251	2,099,644	2,240,173	2,003,517	2,027,714	
Sales Tax		**4,964,784**	**4,540,321**	**4,738,185**	**5,929,316**	**5,766,748**	**6,074,873**	**5,520,929**	**5,653,003**	**102%**
Transient Occupancy Taxes										
101-30-50-00-00	Transient Occupancy Tax	3,296,741	2,470,808	1,558,565	4,434,291	4,070,799	3,820,555	3,820,555	4,051,038	
101-30-51-00-00	Transient Tax Penalty	64,084	11,154	15,689	10,463	14,450	9,036	9,036	(4,634)	
Transient Occupancy Taxes		**3,360,825**	**2,481,962**	**1,574,254**	**4,444,754**	**4,085,249**	**3,829,591**	**3,829,591**	**4,046,404**	**106%**
Other Taxes										
101-30-60-00-00	Franchise Tax	209,872	215,623	210,659	278,659	459,034	565,600	565,600	641,451	
Other Taxes		**209,872**	**215,623**	**210,659**	**278,659**	**459,034**	**565,600**	**565,600**	**641,451**	**113%**
Charges for Service										
101-30-61-00-00	Comcast PEG Access Fees	22,698	22,528	21,994	23,195	22,962	22,500	22,500	22,365	
101-30-75-00-00	Fire Inspection Fees	1,100	-	1,375	-	-	-	-	-	
101-31-21-00-00	Building Inspection Fees	-	-	-	-	-	-	-	-	
101-31-22-00-00	Building Admin Fees	-	-	-	-	-	-	-	-	
101-31-23-00-00	Other Fire Fees	2,850	-	2,850	5,350	-	-	-	-	
101-33-10-00-00	Planning Fees	-	-	-	-	-	-	-	-	
101-33-30-00-00	Sales Of Maps/Publications	210	59	108	11	-	150	150	-	
101-33-50-00-00	Police Services	33,439	19,168	7,002	53,324	21,244	25,000	25,000	19,536	
101-33-51-00-00	Animal Control Services	-	-	-		-	-	-	-	
101-33-60-00-00	Administrative Fees	-	-	-	75	-	-	-	-	
101-33-70-00-00	Planning Fees	(53,936)	-	6,000	-	-	-	-	-	
101-33-80-00-00	Engineering Fees	1,800	675	-	75	-	-	-	150	
Charges for Service		**8,161**	**42,430**	**39,329**	**82,029**	**44,206**	**47,650**	**47,650**	**42,051**	**88%**
Fines and Forfeits										
101-31-40-00-00	Vehicle Code Fines	28,136	22,446	24,974	68,562	46,852	37,900	37,900	36,101	
101-31-50-00-00	Other Police Fines	36,260	24,821	8,917	26,483	19,916	25,000	25,000	13,112	
101-31-55-00-00	A/R Late Penalty	3,959	215	144	276	2,002	500	500	1,942	
101-33-63-00-00	Civil Penalties	149,264	92,700	-	-	-	-	-	-	
101-34-20-00-00	Library Fines & Fees	4,087	86	-	-	-	-	-	12	
Fines and Forfeits		**221,705**	**140,267**	**34,035**	**95,321**	**68,770**	**63,400**	**63,400**	**51,167**	**81%**
Licenses and Permits										
101-30-70-00-00	Application & Permit Fees	5,475	4,250	3,375	1,375	11,650	2,000	2,000	2,825	
101-30-80-00-00	Business License	156,715	155,021	149,069	112,534	189,072	179,044	179,044	163,742	
101-30-81-00-00	Business License Penalty	1,555	798	619	129	347	350	350	146	
101-31-20-00-00	Building Permits	482,404	552,044	587,287	504,179	492,736	500,000	500,000	594,940	
101-33-15-00-00	Short Term Rental Permit	15,750	31,500	20,250	33,750	18,000	20,250	20,250	20,250	
101-33-74-00-00	Planning App & Permit Fees	180,329	85,429	111,100	78,838	131,265	115,965	115,965	145,750	
101-33-84-00-00	Public Works App & Permit Fees	39,300	41,175	54,300	58,350	62,975	38,000	38,000	63,175	
101-33-86-00-00	Well Permit Fee	2,600	2,600	-	1,300	650	1,300	1,300	-	
Licenses and Permits		**884,127**	**872,817**	**926,000**	**790,456**	**906,694**	**856,909**	**856,909**	**990,828**	**116%**
Development Fees										
101-33-81-00-00	Public Works Land & Dev Fees	25,600	19,360	20,800	13,600	7,200	7,500	7,500	9,600	
Development Fees		**25,600**	**19,360**	**20,800**	**13,600**	**7,200**	**7,500**	**7,500**	**9,600**	**128%**
Intergovernmental										
101-32-10-00-00	Motor Vehicle In-Lieu	2,937	-	-	-	-	-	-	-	
101-32-70-00-00	County Fire Contract	48,855	48,855	48,855	48,855	48,855	48,855	48,855	48,855	
101-32-80-00-00	Emergency Relief	269,490	120,930	952,591	1,152,059	70,951	-	15,312	129,242	
101-34-61-49-00	Contrib from Gov - Police	9,221	8,484	-	8,660	-	-	34,000	-	
101-34-71-00-00	Reimb State Mandated Costs	4,538	1,647	5,489	-	2,240	5,000	41,940	84,000	
101-34-73-00-00	Other State Revenue	18	1,355	13	-	-	-	-	17	
101-34-75-00-00	Restitution	181,227	200	26	-	-	-	-	-	
101-36-80-00-00	Library Abatement	3,877	3,302	5,522	3,652	5,051	5,051	5,051	4,257	
101-38-70-00-00	Allocation from Other Agency	1,948	-	-	-	-	-	-	-	
Intergovernmental		**522,112**	**184,773**	**1,012,496**	**1,213,226**	**127,097**	**58,906**	**145,158**	**266,371**	**184%**

General Fund Revenues

Account	Description	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Actual FY 2023	Adopted FY 2024	Adjusted FY2024	Q4 Unaudited FY 2024	% Collected Q4 2024
Interest and Rents										
101-31-70-00-00	Investment Earnings	262,296	215,290	(97,343)	(329,259)	134,243	50,000	50,000	326,679	
101-34-76-00-00	Cash Overage/Shortage	22	61	-	52	(31)	-	-	-	
101-31-75-00-00	Interest Income	(93)	-	-	133	317	-	-	811	
101-36-10-00-00	Rental Income	153,805	89,101	79,904	97,272	108,758	37,360	62,360	71,724	
101-36-12-00-00	Rec Programs Facility Rental	865	-	-	-	-	-	-	-	
101-36-11-00-00	Tennis Court Rentals	1,225	750	-	225	14,568	225	225	-	
Interest and Rents		**418,120**	**305,202**	**(17,438)**	**(231,577)**	**257,855**	**87,585**	**112,585**	**399,214**	**355%**
Miscellaneous										
101-33-20-00-00	Legal Cost Recovery	32,726	-	-	-	-	-	-	-	
101-33-21-00-00	Storm Drain Cost Recovery	-	-	-	-	-	-	-	-	
101-33-40-00-00	Other Filing/Certification Fee	-	200	-		-	-	-	-	
101-34-22-00-00	Library Copies	2,946	1,585	-	1,504	2,146	1,500	1,500	2,110	
101-34-23-00-00	Library Lost Material	617	500	-	382	298	300	300	307	
101-34-24-00-00	Library Room Rental	305	150	-		38	-	-	25	
101-34-31-00-00	Donations	-	300	-	1,000	-	-	-	-	
101-34-31-48-00	Donations - Fire Department	-	-	4,000	-	6,200	-	-	15,500	
101-34-31-49-00	Donations - Police Department	-	-	1,500	-	2,576	-	-	-	
101-34-51-00-00	Sale of Capital Assets	1,155	3,795	633	6,687	-	-	-	404	
101-34-60-00-00	Contributions from non-govt	-	-	-	-	-	-	-	-	
101-34-61-00-00	Contributions from Government	-	-	1,058,502	1,041,554	-	-	-	168,061	
101-34-61-46-00	Contributions from Gov - Library	-	2,000	500	1,000	-	-	-	-	
101-34-70-00-00	Other Revenue	123,934	41,033	39,123	99,863	40,858	55,000	55,000	102,680	
101-34-70-22-47	Other Revenue - Jingle	-	4,389	-	-	-	-	-	-	
101-34-70-47-00	Other Revenue - Recreation	-	-	123,996	186,522	177,238	160,000	160,000	214,401	
101-34-70-47-01	Other Revenue	-	-	-	-	-	-	-	-	
101-34-74-00-00	Insurance Refund	-	1,244	-	-	-	-	-	-	
101-39-98-00-00	Operating Transfers In	15,319	5,367	834,123	4,486	172,715	6,066	6,066	6,066	
Miscellaneous		**177,001**	**60,562**	**2,062,376**	**1,342,998**	**402,068**	**222,866**	**222,866**	**509,554**	**229%**
TOTALS		**16,027,495**	**14,270,828**	**16,579,356**	**20,178,279**	**18,765,800**	**18,274,906**	**18,063,401**	**19,483,283**	**108%**

ATTACHMENT 4

General Ledger
Quarterly Budget Report
GF Expenses

User: Mandy
Printed: 11/6/2024 11:29:28 AM
Period 01 - 13
Fiscal Year 2024

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,712,344.00	4,548.48	2,219,771.92	2,291,194.66	-75,971.22	-3.42
Council	493,157.00	0.00	550,206.00	402,822.00	147,384.00	26.79
Administration	1,165,382.00	0.00	1,374,802.00	1,165,874.52	208,927.48	15.20
Finance	1,058,151.00	0.00	1,226,911.79	1,009,939.59	216,972.20	17.68
Attorney	460,000.00	0.00	428,999.00	428,728.92	270.08	0.06
PlanningBuilding	2,061,826.00	33,593.27	2,300,972.94	1,420,503.83	846,875.84	36.81
Library	1,003,363.00	0.00	1,006,519.00	886,491.60	120,027.40	11.93
Parks & Recreation	1,113,599.00	24,490.00	1,132,546.00	1,028,554.94	79,501.06	7.02
Fire	2,526,838.00	0.00	2,635,450.00	2,704,359.21	-68,909.21	-2.61
Police	4,127,622.00	0.00	4,224,635.00	4,148,257.60	76,377.40	1.81
Public Works	4,338,596.00	98,700.82	4,871,414.68	3,104,649.98	1,668,063.88	34.24
Grand Total	**20,060,878.00**	**161,332.57**	**21,972,228.33**	**18,591,376.85**	**3,219,518.91**	**0.1465**

ATTACHMENT 5

General Ledger
Quarterly Budget Report
Water Revenues

User: Mandy
Printed: 11/6/2024 9:32:38 AM
Period 01 - 13
Fiscal Year 2024

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
561	Water Enterprise					
561-38-10-00-00	Water Revenue	-670.00	0.00	-670.00	-94.60	-575.40
561-38-10-00-01	Residential-Inside CL	-4,143,305.00	0.00	-4,143,305.00	-3,196,329.60	-946,975.40
561-38-10-00-50	Residential-Outside CL	-421,311.00	0.00	-421,311.00	-277,266.59	-144,044.41
561-38-10-01-00	Multi-Dwelling-Inside CL	-1,015,327.00	0.00	-1,015,327.00	-744,497.05	-270,829.95
561-38-10-01-50	Multi Dwelling-Outside CL	-6,529.00	0.00	-6,529.00	-4,818.52	-1,710.48
561-38-10-10-00	General Commercial-Inside CL	-2,895,767.00	0.00	-2,895,767.00	-2,585,893.01	-309,873.99
561-38-10-17-00	Landscape Meter	-205,915.00	0.00	-205,915.00	-245,539.33	39,624.33
561-38-10-99-10	Fire Service-Inside CL	-71,793.00	0.00	-71,793.00	-124,062.04	52,269.04
561-38-10-99-20	Fire Service-Outside CL	-16,786.00	0.00	-16,786.00	-35,137.60	18,351.60
561-38-10-99-50	Finance Charges	-18,000.00	0.00	-18,000.00	-95,004.71	77,004.71
10	SB2 Planning Grant	-8,795,403.00	0.00	-8,795,403.00	-7,308,643.05	-1,486,759.95
561-38-60-00-00	Water Meter Install Fee	-5,500.00	0.00	-5,500.00	-5,154.37	-345.63
60	Water Meter Install Fee	-5,500.00	0.00	-5,500.00	-5,154.37	-345.63
561-31-70-00-00	Investment Earnings	-50,000.00	0.00	-50,000.00	-84,287.64	34,287.64
561-34-70-00-00	Other Revenue	-3,000.00	0.00	-3,000.00	-18,252.12	15,252.12
561-38-70-00-00	CARE Subsidy	47,000.00	0.00	47,000.00	0.00	47,000.00
70	CARE Subsidy	-6,000.00	0.00	-6,000.00	-102,539.76	96,539.76
561-34-71-00-00	Water Emergency Penalties	0.00	0.00	0.00	135,743.48	-135,743.48
71	Water Emergency Penalties	0.00	0.00	0.00	135,743.48	-135,743.48
561-33-83-00-00	Raw Water Permit Fees	-400.00	0.00	-400.00	-450.00	50.00
83	Raw Water Permit Fees	-400.00	0.00	-400.00	-450.00	50.00
561-39-98-00-00	Operating Transfers In	0.00	0.00	0.00	-56,153.42	56,153.42

Account Number	Description	Adopted Budget	Budget Adjustments	Adjusted Budget	YTD Received	Uncollected
98	Operating Transfers In	0.00	0.00	0.00	-56,153.42	56,153.42
Grand Total		**-8,807,303.00**	**0.00**	**-8,807,303.00**	**-7,337,197.12**	**-1,470,105.88**

ATTACHMENT 6

General Ledger
Quarterly Budget Report
Water Expenditures

User: Mandy
Printed: 11/6/2024 9:52:32 AM
Period 01 - 13
Fiscal Year 2024

Description	Adopted Budget	Encumbered	Adjusted Budget	YTD Spent	Available Budget	% of Budget Available
Non Departmental	1,084,234.00	0.00	2,373,493.00	1,412,291.24	961,201.76	40.50
Council	25,576.00	0.00	25,576.00	21,100.49	4,475.51	17.50
Administration	350,138.00	0.00	388,826.00	374,114.62	14,711.38	3.78
Finance	610,606.00	0.00	654,162.62	537,778.49	116,384.13	17.79
Attorney	159,500.00	0.00	159,500.00	35,992.65	123,507.35	77.43
Public Works	6,483,516.00	24,774.47	7,565,099.02	5,151,155.89	2,389,168.66	31.58
Grand Total	**8,713,570.00**	**24,774.47**	**11,166,656.64**	**7,532,433.38**	**3,609,448.79**	**0.3232**

ATTACHMENT 7

General Ledger
Quarterly Budget Report
WW Revenues

User: Mandy
Printed: 11/4/2024 12:25:28 PM
Period 01 - 13
Fiscal Year 2024

Account Number	Description	Adopted Budget	Adjusted Budget	YTD Received	Uncollected
571-31-70-00-00	Investment Earnings	-30,000.00	-30,000.00	-39,106.94	9,106.94
31	SEWER ENTER. INVESTMENT EARNIN	-30,000.00	-30,000.00	-39,106.94	9,106.94
571-34-70-00-00	Other Revenue	-9,600.00	-9,600.00	-494.00	-9,106.00
571-34-80-00-00	Annexation Fees	0.00	0.00	-9,200.00	9,200.00
34	SEWER ENTER. OTHER REVENUE	-9,600.00	-9,600.00	-9,694.00	94.00
571-35-00-00-00	Residential	-2,152,298.00	-2,152,298.00	-2,011,347.02	-140,950.98
571-35-00-01-00	Multiple Dwelling	-333,161.00	-333,161.00	-407,793.02	74,632.02
571-35-00-03-00	Laundromat	-21,809.00	-21,809.00	-23,208.32	1,399.32
571-35-00-10-00	General Commercial	-1,769,969.00	-1,769,969.00	-1,649,104.78	-120,864.22
571-35-00-11-00	Restaurants	-140,397.00	-140,397.00	-165,154.90	24,757.90
571-35-00-12-00	Service Station	-3,172.00	-3,172.00	-3,703.46	531.46
571-35-00-14-00	Motels-No Food Service	-186,416.00	-186,416.00	-160,143.05	-26,272.95
571-35-00-15-00	Supermarkets	-18,080.00	-18,080.00	-20,650.40	2,570.40
571-35-00-18-00	Mixed Retial-Plus Food Service	-23,718.00	-23,718.00	-26,640.72	2,922.72
571-35-00-20-00	Industrial	-30,954.00	-30,954.00	-36,188.35	5,234.35
571-35-00-30-00	Libraries & Schools	-32,120.00	-32,120.00	-61,385.40	29,265.40
571-35-00-60-60	Car Wash	-2,127.00	-2,127.00	-1,615.61	-511.39
35	SEWER ENTER. SEWER-RESIDENTIAL	-4,714,221.00	-4,714,221.00	-4,566,935.03	-147,285.97
571-38-10-99-50	Finance Charges	-9,500.00	-9,500.00	-64,207.91	54,707.91
571-38-65-00-00	Sewer Connection Fee	-1,300.00	-1,300.00	-2,600.00	1,300.00
571-38-70-00-00	CARE Subsidy	20,100.00	20,100.00	0.00	20,100.00
38	Dept	9,300.00	9,300.00	-66,807.91	76,107.91
571	Sewer Enterprise	-4,744,521.00	-4,744,521.00	-4,682,543.88	-61,977.12
Grand Total		-4,744,521.00	-4,744,521.00	-4,682,543.88	-61,977.12

ATTACHMENT 8

General Ledger
Quarterly Budget Report
Wastewater Expenditures

User: Mandy
Printed: 11/6/2024 9:19:40 AM
Period 01 - 13
Fiscal Year 2024

Description	Adopted Budget	Encumbered	Adjusted	YTD Spent	Available Budget	% of Budget Available
Non Departmental	998,877.55	0.00	1,062,350.55	1,039,488.97	22,861.58	2.15
Council	25,576.00	0.00	25,576.00	21,099.86	4,476.14	17.50
Administration	235,860.89	0.00	261,653.89	256,357.41	5,296.48	2.02
Finance	472,914.00	0.00	509,590.04	406,448.45	103,141.59	20.24
Attorney	126,500.00	0.00	63,030.00	27,636.78	35,393.22	56.15
Public Works	3,246,362.00	4,285.67	3,707,874.47	2,430,097.73	1,273,491.07	34.35
Grand Total	**5,106,090.44**	**4,285.67**	**5,630,074.95**	**4,181,129.20**	**1,444,660.08**	**0.2566**

Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

DATE:	November 12, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	Consideration and proposed approval of establishing a Finance Committee
RECOMMENDED ACTION:	Adopt the attached Resolution establishing a Finance Committee and begin the recruitment process.
PREVIOUS COUNCIL ACTION:	8/27/24 - City Council indicated interest in establishing a Finance Committee 10/22/24 - City Council direction to bring a refined Finance Committee recommendation back on 11/12/24.
STATEMENT OF THE PURPOSE:	Institute a Finance Committee to improve financial planning, and provide technical assistance as needed.
FINANCIAL IMPACT:	There is no fiscal impact for the establishment of the Finance Committee. That said, this establishment will increase staff time required to prepare for meetings and follow-up on research and other tasks associated with the work of the committee.

BACKGROUND:

Staff was directed to bring back an authorization request for the formation of an Ad Hoc Finance Committee for consideration. The purpose of the committee aligns with the following Council Goals:

- Goal 1 - Strengthen Fiscal Resilience
- Goal 4 - Provide Effective Community Information and Opportunities for Engagement

On October 22, 2024 - Based on Council direction, staff presented to City Council a recommended Finance Committee structure for consideration for the following purpose:

Finance Committee

The City of St. Helena is committed to promoting transparent governance and maintaining sound financial practices. The creation of an Ad Hoc Finance Committee will provide a structured forum for detailed review of financial matters and will assist the City Council by offering recommendations regarding budgeting, financial policies, and other fiscal issues. The establishment of this committee will help ensure that the City's financial resources are managed effectively. It will assist in long-term planning and strengthen public trust.

The full staff report and the Finance Committee recommendation presented on October 22, 2024 can be accessed here: October 22, 2024 Report and Recommendation.

At that meeting, Council directed staff to work with Mayor Dohring and Vice Mayor Hall to review and update the description for the Finance Committee and bring that recommendation back to City Council on November 12, 2024 for consideration.

DISCUSSION:
Following the October 22, 2024 City Council meeting, staff worked with Mayor Dohring and Vice Mayor Hall to further refine the purpose and charge of the Finance Committee.

The recommendation is being presented as Attachment 1.

Timeline
Due to the holidays, the holiday Council meeting schedule (which cancels the November 26th and December 24th regular scheduled Council meetings), and seating of the new Council set for December 10, 2024, the recommended timeline is as follows:

- November 13, 2024 - Recruitment begins
- January 9, 2025 - Recruitment closes
- January 14, 2025 - Applicant interviews and appointment by City Council
- February - First meeting of the Finance Committee

ENVIRONMENTAL REVIEW: n/a

DOCUMENTS ATTACHMENTS:

Attachment 1 - Finance Committee Recommendation
Attachment 2 - Resolution - Establishing Finance Committee

Finance Committee

As with other Council appointed committees, this Committee will serve in an advisory capacity to the City Council.

Purpose:
The purpose of the Committee is to ensure that public resources are allocated and used efficiently, effectively, transparently, and in alignment with the City's strategic priorities and policies.

Composition, Structure, and Term:

1. This Committee will be subject to the Brown Act.
2. The committee will be comprised of 1 member of the city council and 4 residents.
3. The Committee will have regularly scheduled meetings each quarter starting in February 2025.
4. The Committee will have five regular voting members serving 2-year staggering terms. Because the committee is being established mid-year, the initial terms will be as follows:
    a. Three committee members (1 councilmembers and 2 residents) will serve an initial 2-year term expiring June 30, 2027; and
    b. Two committee members (2 residents) will serve an initial 1-year term expiring June 30, 2026.

Scope of work:
Members of the Committee and the Committee as an entity serve in an advisory capacity to the City Council, and the scope of its work will be aligned with City Council Goals and City staff's workplan. The Committee's charge will include all fiscal and budgetary matters. The Committee will:

1. Collaborate with staff to develop a long-range financial plan:
    a. Project revenue and expenditures for 20-years to assess fiscal sustainability.
    a. Create a model which aligns the City's fiscal resources to strategic goals.
    b. Incorporate reserve targets (assigned and unassigned).
    c. Evaluate capital planning to ensure identified infrastructure projects are funded.
    d. Recommend revenue offsets to meet the City's long-term needs.
    e. Identify and provide a mitigation plan for key financial risks.
2. Collaborate with staff on operational efficiencies and cost reduction initiatives, including use of technology and shared services.
3. Evaluate the city's options to enhance revenue for specific purposes.

4. Provide input as part of the preparation of the two-year operating and capital budget in Spring 2025.
    a. Prioritization of programs for funding and/or cuts depending on availability of resources.
5. Provide input on the prioritization and funding for the replacement of major equipment and vehicles.
6. Advise on actions related to pension liability.
7. Review options for various City facilities including a Parks & Recreation Office/Building and a permanent City Hall.

CITY OF ST. HELENA

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ESTABLISHING A FINANCE COMMITTEE.

RECITALS

A. The City of St. Helena is committed to promoting transparent governance and maintaining sound financial practices; and

B. In accordance with several City Council goals, staff was directed to bring a finance committee recommendation to City Council for consideration; and

C. The purposes set out for both committees align with City Council Goal 1: Strengthen Fiscal Resilience and City Council Goal 4: Provide Effective Community Information & Opportunities to Engage; and

D. The creation of an Ad Hoc Finance Committee will provide a structured forum for detailed review of financial matters and will assist the City Council by offering recommendations regarding budgeting, financial policies, and other fiscal issues; and

E. The establishment of this committee will help ensure that the City's financial resources are managed effectively, assist in long-term planning, and strengthen public trust.

RESOLUTION

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

1. Establish a Finance Committee for the purposes identified in the Finance Committee Summary (Attachment 1); and

2. Provide notice to applicants seeking to participate in the Finance Committee; and

3. Applications will be accepted from November 12, 2024 through January 9, 2025; and

4. Candidate interviews and appointments are scheduled for January 14, 2025; and

5. It is estimated the first meeting of the Finance Committee will be held in February 2025.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Finance Committee

By: April Mitts, Assistant City Manager

November 12, 2024 - City Council Meeting

Finance Committee

PURPOSE

Ensure that public resources are allocated and used efficiently, effectively, transparently, and in alignment with the City's strategic priorities and policies.

COMPOSITION, STRUCTURE, AND TERM

- Brown Act
- Comprised of 1 member of the City Council and 4 Residents
- Regularly Scheduled Quarterly Meetings
- Advisory to the City Council

Finance Committee

SCOPE OF WORK

- Collaborate with staff to develop long-range financial plan
- Collaborate with staff on operational efficiencies and cost reduction initiatives
- Evaluate the City's options to enhance revenue for specific purposes
- Provide input as part of the preparation of the two-year operating & CIP budgets
- Provide input on the prioritization and funding of major equipment & vehicles
- Advise on actions related to pension liability
- Review options for various City facilities including Parks & Recreation office & a permanent City Hall

Timeline

11/13/24	• Recruitment Begins
1/9/25	• Recruitment Closes
1/14/25	• Applicant Interviews • Appointment by City Council
Feb. 25	• First Meeting of Finance Committee

Recommendation

Adopt the Resolution establishing a Finance Committee and begin the recruitment process.

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	November 12, 2024
FROM:	Cindy Tzafopoulos, City Clerk
SUBJECT:	Adopting a resolution appointing applicants to the ATSC, Youth Advisory Member to the Parks & Rec Commission and Youth Advisory Member to the Library Board of Trustees
RECOMMENDED ACTION:	Adopt a resolution appointing applicants to the ATSC, Library Board of Trustees and Parks and Recreation.
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	To fill the vacant seats.
FINANCIAL IMPACT:	None

BACKGROUND:
The ATSC has three vacancies, two regular members and one alternate member.

The Library Board of Trustees and the Parks and Recreation Commission desire to start a new youth advisory pilot program. The Youth Advisory Members will serve in an ex-officio (non-voting) capacity, but will be a regular and active participant in monthly meetings, where they will provide their insight and advise to commissioners and board members. The selected individuals will have the opportunity to share their expertise and help shape the future of parks, recreation, and/or library services. Applicants should reside within the St. Helena Unified School District boundaries and be in grades 9, 10, 11, or 12.

DISCUSSION:
Youth Advisory Member to the Library Board of Trustees

One application from Jacob Zuniga.

Youth Advisory Member to the Parks and Recreation Commission

One application was received from Henry Ray.

ATSC

Two applications from Richard Seiferheld and Shannon Nolan.

Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council. The City Council convened an applicant interview meeting on November 12, 2024 at 4:30 pm at Vintage Hall Wellness Center.

The recruitment closes Friday, November 8, 2024 at 5pm, after the publication of the November 12, 2024 City Council Agenda. If applications are received after the publication of the agenda the staff report will be amended to reflect the additional applicants.

The City Clerk will leave the recruitment open for any remaining vacancies due to not receiving adequate applications.

DOCUMENTS ATTACHMENTS:

Appointments Resolution
Active Transportation and Sustainability Committee Application - Richard Seiferheld
Active Transportation and Sustainability Committee Application - Shannon Nolan

CITY OF ST. HELENA

RESOLUTION NO. 2024-

Appointing an applicants to the ATSC, Youth Advisory Member to the Parks & Rec Commission and Youth Advisory Member to the Library Board of Trustees

RECITALS

A. There are three vacancies on the ATSC, two regular members and one alternate member; and

B. The Library Board of Trustees and the Parks and Recreation Commission desire to start a new youth advisory pilot program.; and

C. The Youth Advisory Members will serve in an ex-officio (non-voting) capacity, but will be a regular and active participant in monthly meetings, where they will provide their insight and advise to commissioners and board members. The selected individuals will have the opportunity to share their expertise and help shape the future of parks, recreation, and/or library services. Applicants should reside within the St. Helena Unified School District boundaries and be in grades 9, 10, 11, or 12; and

D. Applications have been received from community members; and

E. Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council; and

F. An applicant interview meeting is scheduled to be held On November 12, 2024 at 4:30 p.m.

RESOLUTION

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

Youth Advisory Member to the Library Board of Trustees

1. _____, is appointed to the St. Helena Library Board of Trustees to fill a vacant position that expires on June 30, 2025.

Youth Advisory Member to the Parks and Recreation Commission

2. _____, is appointed to the St. Helena Parks and Recreation Commission to fill a vacant position that expires on June 30, 2025.

ATSC

3. _____, and _____ are appointed to the ATSC to fill vacant positions that expires on June 30, 2026.

Approved at a Regular Meeting of the St. Helena City Council on November 12, 2024, by the following vote:

Mayor Dohring:	_____
Vice Mayor Hall :	_____
Council Member Chouteau:	_____
Council Member Summers:	_____
Council Member Kenealy:	_____

APPROVED:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

City of St. Helena

CA-24-032

COMMISSION/COMMITTEE APPLICATION

Received Date: October 30, 2024
Application Type: Active Transportation and Sustainability Committee

NAME:	Richard Seiferheld
ADDRESS:	, , ,
PHONE:	7076950915
EMAIL ADDRESS:	seiferheld@me.com
EMPLOYMENT STATUS:	Retired
REASON FOR APPLYING:	See attached for the following questions.
EDUCATIONAL BACKGROUND:	(High School, College, Professional, Vocational, or other Schools Attended. Please include Major or Field of Study, Dates attended, Degree and date of Degree)
REFERENCE 1:	Name: Address: Phone Number(s): Email:
REFERENCE 2:	Name: Address: Phone Number(s): Email:
REFERENCE 3:	Name: Address: Phone Number(s): Email:

GENERAL QUESTIONS:

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

October 30, 2024

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

City of St. Helena

CA-24-024

COMMISSION/COMMITTEE APPLICATION

Received Date: June 10, 2024

Application Type: Active Transportation and Sustainability Committee

NAME:	Richard Seiferheld
ADDRESS:	2020 Birch Ave., St. Helena, CA, 94574
PHONE:	7076950915
EMAIL ADDRESS:	seiferheld@me.com
LENGTH OF RESIDENCY:	St. Helena
EMPLOYMENT STATUS:	Retired
REASON FOR APPLYING:	I am a long time St. Helena resident, now a retired real estate professional, and have time to actively engage and contribute to the improvement and well being of our City.
EDUCATIONAL BACKGROUND:	Moses Brown School 1957; Cornell University 1961 (BA); NYU Business School 1963; UC Berkley 1972; Napa Community College 1982-84
OTHER RELEVANT EXPERIENCE:	Back ground in real estate, finance and environmental organizations
COMMUNITY INVOLVEMENT:	Active with Land Trust of Napa County (BOT) 30+yrs; Former BOT Stonebridge Housing ; Volunteer coordinator for CDFW 2013 to present;Active BOT Mennen Environmental Foundation; Advisory Committee to Napa Regional Parks & Open Space district. ad hoc committee member with SH Parks & Rec for walking paths in the City
REFERENCE 1:	Name: Maury Robertson Address: 1475 Main Street St. Helena CA Phone Number(s):(707) 227-9559 Email:Maury@riandahouse.org
REFERENCE 2:	Name: David Duncan Address:1715 Dean York Lane St. Helena CA Phone Number(s): (707) 287-3909 Email: david@silveroak.com
REFERENCE 3:	Name:William Densberger Address:1508 Main Street St. Helena CA Phone Number(s):(707) 483-7889 Email: will.densberger@evrealestate.com

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

no

What is your understanding of the role and responsibility of this Commission?

To advise Public Works on community traffic and transportation; explore policy and/or programs to improve

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and enhance a sustainable and healthy community environment.

What would be your goal(s) as a Commissioner?

To both introduce and vet new ideas that will enhance the quality of life for SH citizens as well a provide feedback to City staff on issues that fall under the prevue of this committee.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

ad hoc walking paths committee recommending formalization of pedestrian walkways

---

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Richard Seiferheld June 10, 2024

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City of St. Helena

CA-24-033

COMMISSION/COMMITTEE APPLICATION

Received Date: November 8, 2024

Application Type: Active Transportation and Sustainability Committee

NAME:	Shannon Nolan
ADDRESS:	1722 Madrona Ave., Saint Helena, CA, 94574
PHONE:	7073638657
EMAIL ADDRESS:	shannonrochelle91@gmail.com
LENGTH OF RESIDENCY:	4 years plus 18 years as a child
EMPLOYER:	Dirt Capital Partners
EMPLOYMENT STATUS:	Employed
REASON FOR APPLYING:	To join the active transportation and sustainability committee and to support sustainability and transportation efforts in the SH community and beyond.
EDUCATIONAL BACKGROUND:	Saint Helena High School, BA in International Studies from the University of Washington, and MBA from the Middlebury Institute of International Studies
OTHER RELEVANT EXPERIENCE:	4 years at Bank of the West in Corporate Strategy and Operations. 2 years as founder of Open Regen Ag. Several years of consulting and non-profit experience. Less than 1 year as an Investment Associate at Dirt Capital Partners.
COMMUNITY INVOLVEMENT:	None currently, but previously involved in several climate-tech fellowship programs and volunteer work for climate-smart agriculture non-profits.
REFERENCE 1:	Name: Minna Ramos Address: 1820 Main St. St. Helena, CA 94574 Phone Number(s): 707-227-4719 Email: minna.ramos@gmail.com
REFERENCE 2:	Name: Elaine Honig Address: 1248 Stockton St., Saint Helena, CA 94574 Phone Number(s): 707-479-2055 Email: elaine@studio4forty.com
REFERENCE 3:	Name: David Prueter Address: 1181 Valley View Street, Saint Helena, CA 94574 Phone Number(s): 330-206-0094 Email: davidprueter@yahoo.com

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

No.

What is your understanding of the role and responsibility of this Commission?

To support sustainability and transportation initiatives and to be a voice for the community.

What would be your goal(s) as a Commissioner?

To engage with as many community members as possible and to have some substantial and tangible progress

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and impact that can be measured.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

No.

Is there anything else you would like us to consider when reviewing your application?

Please see my LinkedIn: https://www.linkedin.com/in/shannonrnolan/

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Shannon Nolan | November 8, 2024

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Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	November 12, 2024
FROM:	Carlos Uribe, Assistant Public Works Operations Manager, Lesley Milton, Assistant Director of Public Works - Operations
SUBJECT:	Approval of revisions to the Downtown St. Helena Main Street Sidewalk Rehabilitation Project – Phases 1A (Pine St. to Adams St.) for Tree Species, Size, and Scope
RECOMMENDED ACTION:	As depicted in Attachment 1, authorize a Phase 1A Project updated tree species mix of Japanese Zelkova and Chinese Pistache in the largest feasible size (i.e. 24" or 48" boxes) that can fit in the proposed tree wells AND authorize the Downtown Specific Plan consultant team to develop Phase 1B streetscapes incorporating the same size/species for the permanent Phase 1B configuration.
PREVIOUS COUNCIL ACTION:	07/25/23 - Authorization for additional funds for Phase 1A engineering design services. 10/10/23 - Presentation of Phase 1A/Phase 1B project disposition. 04/09/24 - Presentation/Council direction on scope for Phase 1B Paver Rehabilitation Project. 06/11/24 - Approval of construction documents for Phase 1B and authorization to bid (i.e. incorporate 15-gallon replacement trees). 07/23/24 - Direction on Phase 1B reduced scope and specifying 48" box Chinese Pistache trees (or next largest box size that will fit in existing tree well) for replacement species. 09/10/24 - Authorization to award construction contract for Phase 1B Paver Rehabilitation Project.
STATEMENT OF THE PURPOSE:	Approve the recommended species (Japanese Zelkova and Chinese Pistache), size (24-inch or 48-inch box) and spacing for the Phase 1A Project.
FINANCIAL IMPACT:	The increase in fiscal impact is undetermined at this time as the Phase 1A project has not been bid and the actual tree box size chosen for the proposed tree well (i.e. box size to be planted will be determined in field by adjacent constraints such as existing utility boxes, etc.) has yet to be determined. It is anticipated that the cost will increase since the current design incorporates the installation of 15-

	gallon trees. Additionally, it anticipated that the designer of the Phase 1A landscape plans may require additional funds to update plans to reflect the updated recommendation.

BACKGROUND:
Efforts to improve the downtown sidewalks of St. Helena have been ongoing, motivated by safety concerns due to sidewalk undulations and trip hazards. A comprehensive solution led to the development of the 2020 Main Street Pedestrian Improvement Project, finalized in 2023. This project, part of the broader Cultivate St. Helena, designed by BKF Engineers and Gates & Associates Landscape Architects, encompasses sidewalk and streetscape enhancements, including new trees, street furniture, and updated infrastructure.

In 2023, the project was divided into two phases:

- Phase 1A: Main Street from Pine Street to Adams Street.
- Phase 1B: Main Street from Adams Street to Mitchell Drive.

Phase 1A Project Disposition

The completion of the project design occurred over a year ago. For over 12 months, it has been "in "processing" with Caltrans for funding and permitting conformance. Recently, city staff has solicited the assistance of Napa Valley Transportation Authority staff to advocate on behalf of the City.

The project scope currently includes the removal of all trees within the limits of the project and installation of a mixture of 15-gallon Trident Maple, New Frontier Elm and City Sprite Zelkova.

Phase 1B Considerations and the Downtown Specific Plan (DSP)

As noted in the Previous Council Action, the current "temporary" Paver Rehabilitation Project incorporates larger box trees and Chinese Pistache.

In late 2023, the Urban Land Institute (ULI) introduced design concepts, including expanded, larger sidewalks, as part of a corridor reconfiguration. These concepts will undergo extensive community vetting through the Downtown Specific Plan (DSP) stakeholder engagement process, expected to take up to two years and provide an integrated approach to downtown development. A consultant has been retained to lead this process, incorporating stakeholder, staff, and Council engagement.

DISCUSSION:
Through the various public engagements surrounding the Phase 1B scope of improvements (e.g. both the "interim" Paver Rehabilitation Project and the Downtown Specific Plan "permanent" solution), Council has directed staff to install the largest trees possible.

Since the Downtown Specific Plan process, and corresponding public engagement, is well underway, the visioning and corresponding vetting of streetscape for the entire corridor (i.e. both Phase 1A and Phase 1B) has focused primarily on Phase 1B since Phase 1A has already been designed, funded and progressing through the Caltrans approval process.

The Cultivate St. Helena design originally identified five tree varieties for downtown planting. In 2023, City staff and the City Arborist refined the selection to:

- City Sprite Zelkova
- Lagestromia Crape Myrtle
- Chinese Pistache
- Streetwise Trident Maple
- Aeryn Trident Maple
- Nyssa Sylvatica
- Japanese Zelkova

After further community input and Council discussions, staff now recommends simplifying the selection to two species:

- Chinese Pistache
- Japanese Zelkova

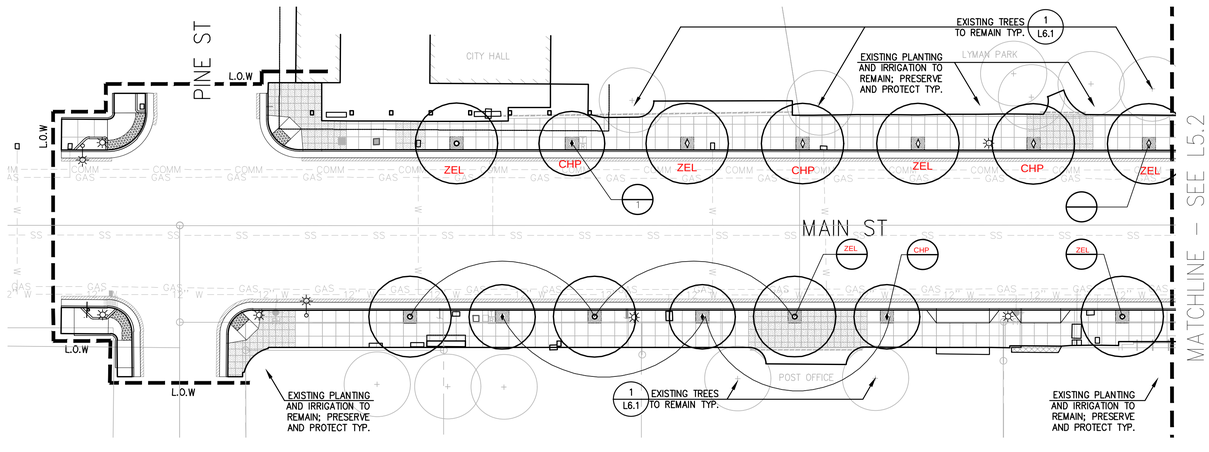
ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1 - Phase 1A Tree Planting Plan Update_111224



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
CHP	PISTACHE CHINENSIS	CHINESE PISTACHE	24 GAL	M	
ZEL	ZELKOVA SERRATA	JAPANESE ZELKOVA	24 GAL	M	

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
ACE	ACER BUERGERIANUM	TRIDENT MAPLE	15 GAL	M	11
ULM	ULMUS PARVIFOLIA 'NEW FRONTIER'	NEW FRONTIER ELM	15 GAL	M	5
ZEL	ZELKOVA SERRATA 'CITY SPRITE'	CITY SPRITE ZELKOVA	15 GAL	M	9

WATER USE RATING LEGEND:
WUCOLS III CATEGORIES OF WATER NEEDS FROM: UNIVERSITY OF CALIF COOPERATIVE EXTENSION, CALIF DEPARTMENT OF WATER RESOURCES, U.S. BUREAU OF RECLAMATION
H = HIGH
M = MODERATE
L = LOW
VL = VERY LOW

100% SUBMITTAL

REGISTERED LANDSCAPE ARCHITECT
CHRISTINE M. GATES
6/20/2024
08/01/2023
LA
STATE OF CALIFORNIA

0 10 20 40
SCALE: 1" = 20'-0"

DATE: 08/01/23
DESIGNED BY: RC
DRAWN BY: MB
CHECKED BY: RC

PROJECT NO.
C20-01

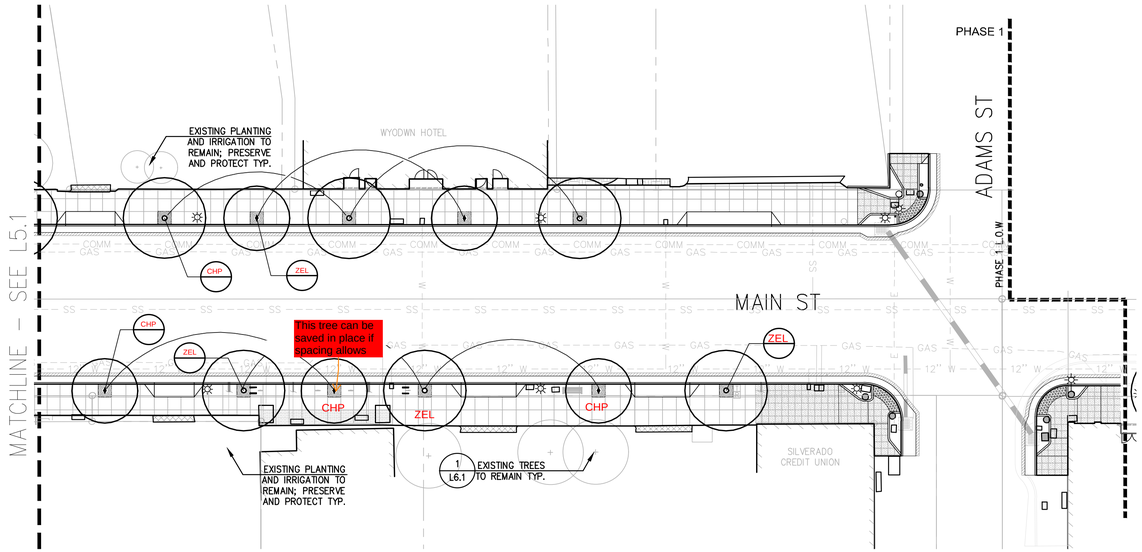
GATES +ASSOCIATES
LANDSCAPE ARCHITECTURE
LAND PLANNING + URBAN DESIGN
SAN FRANCISCO BAY AREA/SACRAMENTO
WWW.GATESASSOCIATES.COM

CITY OF ST. HELENA
PUBLIC WORKS
1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574
PH. 707-968-2658

MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT
TREE PLANTING PLAN

SHEET
L5.1
40 OF 44

PATH: P:\ST HELENA\ST HELENA DOWNTOWN PLAN\CAD\SHEETS_DG-P-STRLDWG
PLOT DATE: 8/30/2023 4:05 PM



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
CHP	PISTACHE CHINENSIS	CHINESE PISTACHE	24 GAL	M	
ZEL	ZELKOVA SERRATA	JAPANESE ZELKOVA	24 GAL	M	

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	QTY
ACE	ACER BUERGERIANUM	TRIDENT MAPLE	24"BOX	M	11
ULM	ULMUS PARVIFOLIA 'NEW FRONTIER'	NEW FRONTIER ELM	24"BOX	M	5
ZEL	ZELKOVA SERRATA 'CITY SPRITE'	CITY SPRITE ZELKOVA	24"BOX	M	9

WATER USE RATING LEGEND:
WUCOLS III CATEGORIES OF WATER NEEDS FROM: UNIVERSITY OF CALIF COOPERATIVE EXTENSION, CALIF DEPARTMENT OF WATER RESOURCES, U.S. BUREAU OF RECLAMATION
H = HIGH
M = MODERATE
L = LOW
VL = VERY LOW

100% SUBMITTAL

REGISTERED LANDSCAPE ARCHITECT JAMES CRANE NO. 6504 6/20/2024 Renewal Date 08/01/2023 LA. STATE OF CALIFORNIA

0 10 20 40
SCALE: 1" = 20'-0"

DATE: 09/01/23
DESIGNED BY: RC
DRAWN BY: MB
CHECKED BY: RC

PROJECT NO.
C20-01

GATES +ASSOCIATES
LANDSCAPE ARCHITECTURE
LAND PLANNING + URBAN DESIGN
SAN FRANCISCO, BERKELEY, SAN DIEGO, GILROY
WWW.GATESASSOCIATES.COM

CITY OF ST. HELENA
PUBLIC WORKS
1572 Railroad Avenue, St. Helena, CALIFORNIA, 94574
PH. 707-968-2658

MAINSTREET PEDESTRIAN IMPROVEMENT PROJECT
TREE PLANTING PLAN

SHEET
L5.2
41 OF 44

PATH: P:\ST HELENA\ST HELENA DOWNTOWN PLAN\CAD\SHEETS_DG-P-STRLDWG
PLOT DATE: 9/30/2023 4:08 PM

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Human Resources

DATE:	November 12, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration of a Resolution: 1) Approving an Amended Employment Agreement with City Manager Anil Comelo effective July 26, 2024 and Performance Bonus, and 2) Approving the Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 2, Section 570.5, for Executive Management.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	June 14, 2022 - Approval of Employment Agreement November 14, 2023 - Approval of Performance Bonus and Amended Employment Agreement
STATEMENT OF THE PURPOSE:	The purpose is to approve an updated employment agreement with City Manager Anil Comelo, which includes updated terms following completion of the City Manager performance evaluation, and to approve a performance bonus of $10,000.
FINANCIAL IMPACT:	The total additional financial impact for Fiscal Year 2024-25 is $21,033, which will be funded with General Fund (Fund 101).

BACKGROUND:

On June 14, 2022 the City Council approved an employment agreement with Mr. Anil Comelo effective July 26, 2022. The current employment agreement, effective July 26, 2023, provides that the City Council shall review and evaluate the performance of the City Manager, including eligibility for any discretionary, performance-based increase, at least once annually. The last performance evaluation was completed in October 2023.

DISCUSSION:

The City Council recently completed its second performance evaluation of the City Manager, focusing on progress made over the past year toward achieving the City Council's established goals. The City Council acknowledges that, to effectively address the City's challenges, the City Manager must demonstrate decisive policy leadership and effectively organize efforts to implement the Council's goals and priorities in alignment with the City’s vision and mission.

The Council's review was favorable, finding that City Manager Comelo exceeded the mutually established and measurable objectives set by the City Council for the prior year. Based on this positive evaluation, the Council may grant Mr. Comelo a $10,000 performance bonus based on Section 9(c) of his employment agreement, which allows for a bonus of up to $10,000 when the City Manager surpasses the Council's defined performance objectives.

The Council ad hoc compensation subcommittee consisting of Mayor Dohring and Vice Mayor Hall discussed proposed terms with City Manager Comelo and the terms were subsequently discussed by the Council in closed session. Based on that discussion, the City Attorney has prepared an updated employment agreement, and a proposed resolution that would approve the updated terms. Approval of a $10,000 performance bonus is also part of the recommended action, as set forth in the attached resolution.

The proposed new terms of as set forth in the proposed Employment Agreement (i.e., the terms that have changed from City Manager Comelo's prior Employment Agreement) are described below:

Salary Adjustments: Effective July 21, 2024, City Manager Comelo would receive a 7% increase to base salary (from $269,000 to $287,830), and an additional 7% increase to base salary effective July 20, 2025 (from $287,830 to $307,978). The salary adjustment is based on data collected through a compensation study utilizing the same comparable cities and applied in the same manner as the Mid-Management and Executive staff salary adjustments (Exhibit A of the City Manager Agreement).

Effective July 26, 2026, and annually thereafter, the City Council may consider an increase to the base salary of greater than three percent (3%) increase, or an amount equal to the 75th percentile of the base salary for comparable cities based on a survey which shall be conducted annually by a compensation consultant retained by the City, based upon compensation effective each July 1st, provided that the salary increase shall not result in a salary that exceeds the then applicable salary range for the City Manager as established by the City Council.

The salary range is being established with a minimum of $250,287 to maximum of $331,005. To effectuate the setting of the salary range it is necessary to adopt a new salary schedule for Fiscal Year 2024-25 effective July 21, 2024.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

DOCUMENTS ATTACHMENTS:

Resolution Approving City Manager Employment Agreement
FY25 Salary Schedule November 12 2024 CM Update
St. Helena CM Agreement Comelo 2023-41707846-v5 and St. Helena CM Agreement Comelo 2024-42781894-v2-c1-c1 Redline
St. Helena _ CM Agreement Comelo 2024-c1-c1
EXHIBIT A St Helena CM Data 2024-09-15

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AN UPDATED CITY MANAGER EMPLOYMENT AGREEMENT WITH ANIL COMELO; AND GRANTING A $10,000 PERFORMANCE BONUS; AND APPROVAL OF THE PUBLICLY AVAILABLE UNREPRESENTED EXECUTIVE SALARY SCHEDULE

RECITALS

A. On June 14, 2022, the City Council of the City of St. Helena appointed Anil Comelo as City Manager and entered into a City Manager Employment Agreement with Mr. Comelo.

B. On November 14, 2023, the City Council updated the terms of the City Manager Employment Agreement with Mr. Comelo (the "Prior Employment Agreement").

C. Under the terms of the Prior Employment Agreement, the City Council conducts an annual performance evaluation, which evaluation was recently completed; and

D. The City Council determined as part of that evaluation that Mr. Comelo has exceeded the mutually established and quantifiable objectives established as set forth in the previous year's established written performance goals over the prior year; and

E. Based on that determination and in accordance with Section 9 of the Prior Employment Agreement the City Council desires to grant Mr. Comelo a $10,000 performance bonus; and

F. The Council also desires to update the Prior Employment Agreement to provide a more competitive compensation package that reflects the market for city managers; and

G. The Council therefore desires to enter into an updated City Manager Employment Agreement, with an effective date of July 21, 2024 and a term of three (3) years; and

H. The terms of the updated City Manager Employment Agreement are summarized in the Staff Report that accompanied this Resolution in the Agency materials for the City Council meeting of November 12, 2024.

RESOLUTION

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

1. The City Council approves the updated City Manager Employment Agreement between the City of St. Helena and Anil Comelo in the form that accompanied this Resolution in the Agenda materials for the City Council meeting of November 12, 2024. The Mayor is authorized to execute such City Manager Employment Agreement on behalf of the City.

2. The City Council finds and determines that Mr. Comelo significantly exceeded the mutually established and quantifiable objectives established as set forth in the previous year's established written performance goals in his first year of employment with the City, and pursuant to Section 9(c) of the Prior Employment Agreement, the City Council grants Mr. Comelo a performance bonus in the amount of $10,000.

3. The City of St. Helena Publicly Available Salary Schedule Unrepresented Executive Salary Schedule Effective July 21, 2024 is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5, and 2.

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

Approved at a Regular Meeting of the St. Helena City Council on November 12, 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:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Executive Management - Department Heads

Approved and Adopted November 12, 2024

Effective July 21, 2024

FY 2024-2025

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
City Clerk	Annual	124,530	130,756	137,294	144,159	151,367
	Monthly	10,377	10,896	11,441	12,013	12,614
	Hourly	59.87	62.86	66.01	69.31	72.77
Deputy City Manager	Annual	148,087	155,491	163,265	171,429	180,000
	Monthly	12,341	12,958	13,605	14,286	15,000
	Hourly	71.20	74.76	78.49	82.42	86.54
Directory of Community Services	Annual	166,197	174,507	183,233	192,394	202,014
	Monthly	13,850	14,542	15,269	16,033	16,834
	Hourly	79.90	83.90	88.09	92.50	97.12
Director of Administrative Services	Annual	166,237	174,549	183,277	192,440	202,063
	Monthly	13,853	14,546	15,273	16,037	16,839
	Hourly	79.92	83.92	88.11	92.52	97.15
Director of Community Development	Annual	185,054	194,306	204,022	214,223	224,934
	Monthly	15,421	16,192	17,002	17,852	18,744
	Hourly	88.97	93.42	98.09	102.99	108.14
Director of Public Works	Annual	185,054	194,306	204,022	214,223	224,934
	Monthly	15,421	16,192	17,002	17,852	18,744
	Hourly	88.97	93.42	98.09	102.99	108.14
Fire Chief	Annual	185,614	194,895	204,640	214,872	225,616
	Monthly	15,468	16,241	17,053	17,906	18,801
	Hourly	89.24	93.70	98.38	103.30	108.47
Police Chief	Annual	189,867	199,360	209,328	219,794	230,784
	Monthly	15,822	16,613	17,444	18,316	19,232
	Hourly	91.28	95.85	100.64	105.67	110.95
Assistant City Manager	Annual	197,267	207,130	217,487	228,361	239,779
	Monthly	16,439	17,261	18,124	19,030	19,982
	Hourly	94.84	99.58	104.56	109.79	115.28
City Manager	Annual	250,287		287,830		331,005
	Monthly	20,857		23,986		27,584
	Hourly	120.33		138.38		159.14

(1) Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees who are certified as fluent only in verbal Spanish language will receive a 2.5% pay differential that is added to the employee's base salary.

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

CITY MANAGER EMPLOYMENT AGREEMENT

Between the City of St. Helena and Anil Comelo

1. Employment:

This Manager Employment Agreement (Agreement) is entered into by and between the ~~CITY~~City OF St. Helena (City) and Anil Comelo (Manager). Under this Agreement, the City offers, and Manager accepts, employment as Manager of the City. This Agreement shall amend, replace and supersede in its entirety the City Manager Employment Agreement entered into by and between City and Manager as of July 26, ~~2022~~2023.

2. Duties:

Manager shall perform those duties and have those responsibilities that are commonly assigned to a Manager of a city in California, and as may be further set forth in the City's Charter or Municipal Code. Manager shall perform such other legally permissible and proper duties and functions consistent with the office of Manager, as the City Council shall from time to time assign.

3. Devotion to City Business:

Manager's position is full-time. Manager shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his/her City Manager duties, except as may be specifically authorized by the City Council.

The Manager will adhere to the highest professional standards. The Manager agrees to follow the Code of Ethics of the International City/County Management Association (ICMA), unless otherwise inconsistent with law, and the ethics rules, regulations, and laws of the State of California. The ICMA Code of Ethics can be found on the ICMA website, www.icma.org.

4. Term:

Manager's new employment term will commence July ~~26~~21, ~~2023~~2024, and shall continue until July 25, ~~2026~~2027, or the date of earlier termination in accordance with provisions in this Agreement. City's election not to extend this Agreement shall not entitle Manager to Severance pursuant to Section 6 of this Agreement.

5. Commitments and Understandings:

A. City Manager Commitments

(1) Duties & Authority

(a) The Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

(b) The Manager shall perform all of the duties of the Manager under applicable provisions of the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. The City Council has designated and may also designate the Manager as the chief executive of other City-related legal entities. Such other legal entities include financing authorities and joint powers authorities.

(c) The Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies. To accomplish this, the Manager shall be required to:

(i) Attend all meetings of the City Council, unless excused by the Mayor.

(ii) Review all agenda documents before preparing the agenda for all regular or special meetings of the City Council.

(iii) Direct the work of all appointive City officers and departments.

(iv) Endeavor to implement changes that the Manager believes will result in greater efficiency, economy, or improved public service in the administration of City affairs. This includes modernizing City services and employing a community-centered approach to service design.

(v) From time to time, recommend to the City Council adoption of such measures as the Manager may deem necessary or expedient for the health, safety, or welfare of the community, or for the improvement of administrative services. The Manager shall conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.

(vi) From time to time, and based on the Manager's best judgment, propose to the City Council the consolidation or combination of offices, positions, departments, or units under the Manager's jurisdiction. The Manager may be the head of one or more City departments.

(vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.

(viii) Exercise control of City government in emergencies as authorized by the Municipal code and California law.

(2) Hours of Work

(a) The Manager is an exempt employee. The Manager is expected to engage in those hours of work that are necessary to fulfill the obligations of the position. The position does not have set hours of work and the Manager is expected to be available, as necessary, at all times.

(b) It is recognized that the Manager must devote substantial time to the business of the City, outside of the City's customary business hours, and to that end the Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The Manager shall spend sufficient hours on site to perform his duties; however, the Manager has discretion over the Manager's work schedule and work location, subject to Council direction.

(c) The Manager shall not spend more than 12 hours per month in teaching, consulting, speaking, or other non-City connected business for which compensation is paid without the express prior written consent of the City Council.

(3) Disability or Inability to Perform

(a) In the event the Manager becomes mentally or physically incapable of performing the Manager's functions and duties taking into account reasonable accommodation, and it reasonably appears such incapacity will last for more than six months, the City Council may terminate the Manager. If the City Council does elect to terminate the Manager due to incapacity, the Manager shall receive all severance benefits provided in Section 6.A below.

B. City Commitments

(1) The City shall provide the Manager with the compensation, incentives, and benefits specified in this Agreement, as from time to time may be amended with written consent of both parties.

(2) The City Council sets policy for the governance and administration of the City, and it implements its policies through the Manager.

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(4) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and

consultants solely through the Manager or the Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the Manager, either publicly or privately.

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C. Mutual Commitments and Performance Evaluation
Annual performance evaluations are an important way for the City Council and City Manager to ensure effective communications about expectations and performance.

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e) present a written summary of the evaluation results to the Manager. The final written evaluation should be completed and delivered to the Manager within 30 days of the initial formulary evaluation meeting.

6. <u>Termination of Employment and this Agreement; General Release; Severance:</u>

A. If City terminates this Agreement (thereby terminating Manager's employment) without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, and if Manager signs, delivers to the City Council, and does not revoke, the full release agreement ("Release Agreement") in a form prepared by the City Attorney, City shall pay Manager a lump sum benefit equal to twelve (12) months of his/her then Base Salary.

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1. Conviction of, or plea of guilty or nolo contendre to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Manager's reputation;
2. Proven failure of the Manager to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;
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4. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting; and
5. Any intentional or grossly negligent action or inaction by Manager that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.

C. In no event may Manager be terminated without cause within ninety (90) days before or after any municipal election for the selection or recall of one or more of the members of the City Council.

D. If, during the Term or any extended Term, Manager dies, Manager's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.

E. In the event Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of three consecutive months beyond any leave required by law, the City may terminate Manager's employment and this Agreement.

F. In the event that the City Council formally or a majority of the City Council informally asks that the City Manager resign in lieu of termination without cause, then the City Manager shall be entitled to resign and still receive the severance benefits provided in Section 6.A above.

G. Manager may resign from his employment at any time, upon giving thirty (30) days written notice to the City Council.

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A. Manager's initial annual Base Salary shall be two hundred ~~and fifty eight~~eighty-seven thousand eight hundred thirty dollars ($~~258,000~~287,830) effective July ~~23, 2023 and shall be two hundred and sixty nine~~21, 2024. On July 20, 2025, Manager's annual Base Salary shall increase by seven percent (7%), which shall result in an annual base salary of three hundred eight thousand ten dollars ($~~269,000) effective January 1, 2024~~307,978). Said ~~amount~~amounts shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid. Increases in Manager's Base Salary may be effective at any time at the sole discretion of the City Council.

B. Effective ~~the first anniversary of this Agreement~~July 26, 2026, and annually thereafter, the City Council may consider an increase to Base Salary set at the ~~Median~~greater of a three percent (3%) increase to the then applicable Base Salary, or an amount equal to the 75th percentile of Base Salary for comparable cities based on a survey which shall be conducted annually by a compensation consultant retained by the City, based upon compensation effective each July 1st, provided that the salary increase shall not result in a salary that exceeds the then applicable salary range for the City Manager as established by the City Council. A form of the compensation survey prepared by Ralph Anderson Associates and effective as of July ~~2023~~2024 including the cities to be included in the survey is on file with the City. The City Council and the Manager may change the cities to be included in the survey based on mutual agreement

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B. Short-term Disability Insurance: The City will pay for the Manager's cost to participate in the State Disability (SDI) program.

C. Vision Care: The City will pay for vision care benefits for the Manager and all dependents through VSP Vision Care Insurance.

11. Life Insurance:

The City agrees to pay for a term life insurance policy in the face amount of Two Hundred Fifty Thousand Dollars ($250,000.00) on Manager's life with a carrier selected by the City. Manager shall designate the beneficiaries of the policy. Manager shall also be entitled to participate in any group life or disability insurance programs approved by the City Council for all employees.

13. Car Allowance:

Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall pay Manager Five Hundred Dollars ($500.00) monthly in compensation for the use and maintenance of his personal vehicle on City business.

14. Equipment and Allowances:

A. City shall pay Manager One Hundred Dollars ($100.00) monthly as a cellular telephone allowance or provide a cell phone.

B. In the interest of having Manager live in close proximity to the City, Manager will be granted $30,000 toward housing allowance within 30 days of each annual anniversary (July 26th). As consideration for such housing allowance, Manager shall maintain a residence not more than 30 miles from the jurisdictional boundaries from the City.

C. City agrees to pay the employee share of federal payroll taxes required pursuant to Section 3101 of the Internal Revenue Code ("FICA withholdings") on behalf

of Manager in an amount not to exceed $10,000 per calendar year. The amounts paid by the City pursuant to the foregoing shall be included in Manager's taxable wages on a pay period basis and subjected to customary withholdings. This subsection shall not apply to the withholdings required to the portion of FICA withholdings paid by the City.

15. Business and Professional Expenses:

A. City recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

B. Subject to the City Council's advance budgetary approval, the City agrees to pay the professional dues, subscriptions, travel, and subsistence expenses on behalf of the Manager which are necessary for the Manager's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the Manager's continued professional growth and advancement. Said reimbursement includes governmental groups and committees upon which the Manager serves or may serve as a member. Said expenses may also be reimbursed or paid for on behalf of the Manager for short courses, institutes and seminars that are necessary for the professional development of the Manager.

C. The City benefits from the Manager's involvement with and participation in local charitable, non-profit, and other activities (such as the Chamber, or other local organizations). To that end, the Manager will be reimbursed for the cost of membership, meals, or other reasonable expenses but not voluntary donations or contributions.

16. Vacation and Sick Leave:

A. Manager shall accrue vacation at a rate of 240 hours (30 days) per fiscal year. The maximum vacation accumulation cap will be 320 hours. In recognition of the difficulty Manager may experience in taking time off and in order to comply with the accrual cap, Manager shall be entitled to cash-out up to 120 hours of accrued but unused vacation days. The amount paid Manager shall be based on Manager's annual Base Salary at the time the vacation leave is paid. If Manager elects to cash-out a portion of the accrued vacation (up to 120 hours), an irrevocable election will need to be made by November 30th of each year and received in June of the following year.

B. Manager shall accrue sick leave at a rate of twelve (12) paid days each calendar year. In the event of termination or resignation from employment or the non-renewal of this Agreement, Manager shall be entitled to cash-out the accumulated but unused sick leave as follows: In the first year of this Agreement (until July 25, ~~2024), Manager may cash out 50% of accumulated but unused sick leave; in the second year of this Agreement (until July 25,~~ 2025), Manager may cash out 75% of accumulated but

unused sick leave; and in the ~~third~~second year of this Agreement (until July 25, 2026) and thereafter, Manager may cash out 100% of accumulated but unused sick leave.

C. Manager shall be credited with 80 hours (10 days) of Executive leave on January 1, of each year. Executive leave may not be carried over to subsequent years, and any remaining balance existing at the time of the City's final payroll cycle of the calendar year will be cashed out.

D. City shall provide Manager with other leaves as required by law.

17. Abuse of Office or Position:

If Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Manager may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

18. Enforcement of this Agreement:

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his/her/its reasonable attorneys' fees and costs.

20. Indemnification:

Consistent with and subject to the limitations in the California Government Code, City shall defend, hold harmless, and indemnify Manager using legal counsel of City's choosing, against expense or legal liability for acts or omissions by Manager occurring within the course and scope of Manager's employment under this Agreement.

21. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of St. Helena
Attention: Mayor
1088 College Avenue
St. Helena, CA 94574

MANAGER: At the address on file with the City for Manager

22. Conflict With Municipal Code:

The City personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the Municipal Code shall prevail over this Agreement.

23. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

24. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

25. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

26. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

27. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this _____ day of _____, 2023.

CITY OF ST. HELENA

By: _____ _____
Mayor Manager

Attest:

_____
Cindy Tzafopoulos, City Clerk

Approved as to Form:

_____
Ethan Walsh, Attorney

Summary report: **Litera Compare for Word 11.6.0.100 Document comparison done on 10/10/2024 10:41:59 AM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/41707846/5	
Modified DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/42781894/2	
Changes:	
Add	23
~~Delete~~	19
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	42

CITY MANAGER EMPLOYMENT AGREEMENT

Between the City of St. Helena and Anil Comelo

1. Employment:

This Manager Employment Agreement (Agreement) is entered into by and between the City OF St. Helena (City) and Anil Comelo (Manager). Under this Agreement, the City offers, and Manager accepts, employment as Manager of the City. This Agreement shall amend, replace and supersede in its entirety the City Manager Employment Agreement entered into by and between City and Manager as of July 26, 2023.

2. Duties:

Manager shall perform those duties and have those responsibilities that are commonly assigned to a Manager of a city in California, and as may be further set forth in the City's Charter or Municipal Code. Manager shall perform such other legally permissible and proper duties and functions consistent with the office of Manager, as the City Council shall from time to time assign.

3. Devotion to City Business:

Manager's position is full-time. Manager shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his/her City Manager duties, except as may be specifically authorized by the City Council.

The Manager will adhere to the highest professional standards. The Manager agrees to follow the Code of Ethics of the International City/County Management Association (ICMA), unless otherwise inconsistent with law, and the ethics rules, regulations, and laws of the State of California. The ICMA Code of Ethics can be found on the ICMA website, www.icma.org.

4. Term:

Manager's new employment term will commence July 21, 2024, and shall continue until July 25, 2027, or the date of earlier termination in accordance with provisions in this Agreement. City's election not to extend this Agreement shall not entitle Manager to Severance pursuant to Section 6 of this Agreement.

5. Commitments and Understandings:

A. City Manager Commitments

(1) Duties & Authority

(a) The Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

(b) The Manager shall perform all of the duties of the Manager under applicable provisions of the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time. The City Council has designated and may also designate the Manager as the chief executive of other City-related legal entities. Such other legal entities include financing authorities and joint powers authorities.

(c) The Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies. To accomplish this, the Manager shall be required to:

(i) Attend all meetings of the City Council, unless excused by the Mayor.

(ii) Review all agenda documents before preparing the agenda for all regular or special meetings of the City Council.

(iii) Direct the work of all appointive City officers and departments.

(iv) Endeavor to implement changes that the Manager believes will result in greater efficiency, economy, or improved public service in the administration of City affairs. This includes modernizing City services and employing a community-centered approach to service design.

(v) From time to time, recommend to the City Council adoption of such measures as the Manager may deem necessary or expedient for the health, safety, or welfare of the community, or for the improvement of administrative services. The Manager shall conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.

(vi) From time to time, and based on the Manager's best judgment, propose to the City Council the consolidation or combination of offices, positions, departments, or units under the Manager's jurisdiction. The Manager may be the head of one or more City departments.

(vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.

(viii) Exercise control of City government in emergencies as authorized by the Municipal code and California law.

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10. Health and Medical Benefits Insurance:

A. Health and Dental Benefits: The City will pay the full cost of the Manager's health insurance plan to cover both the employee and the employee's dependents. The City will pay the full cost for dental coverage for the Manager and his dependents. Manager will choose from available insurance programs and/or health and welfare plans at the time as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

B. Short-term Disability Insurance: The City will pay for the Manager's cost to participate in the State Disability (SDI) program.

C. Vision Care: The City will pay for vision care benefits for the Manager and all dependents through VSP Vision Care Insurance.

11. Life Insurance:

The City agrees to pay for a term life insurance policy in the face amount of Two Hundred Fifty Thousand Dollars ($250,000.00) on Manager's life with a carrier selected by the City. Manager shall designate the beneficiaries of the policy. Manager shall also be entitled to participate in any group life or disability insurance programs approved by the City Council for all employees.

13. Car Allowance:

Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall pay Manager Five Hundred Dollars ($500.00) monthly in compensation for the use and maintenance of his personal vehicle on City business.

14. Equipment and Allowances:

A. City shall pay Manager One Hundred Dollars ($100.00) monthly as a cellular telephone allowance or provide a cell phone.

B. In the interest of having Manager live in close proximity to the City, Manager will be granted $30,000 toward housing allowance within 30 days of each annual anniversary (July 26th). As consideration for such housing allowance, Manager shall maintain a residence not more than 30 miles from the jurisdictional boundaries from the City.

C. City agrees to pay the employee share of federal payroll taxes required pursuant to Section 3101 of the Internal Revenue Code ("FICA withholdings") on behalf

of Manager in an amount not to exceed $10,000 per calendar year. The amounts paid by the City pursuant to the foregoing shall be included in Manager's taxable wages on a pay period basis and subjected to customary withholdings. This subsection shall not apply to the withholdings required to the portion of FICA withholdings paid by the City.

15. Business and Professional Expenses:

A. City recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

B. Subject to the City Council's advance budgetary approval, the City agrees to pay the professional dues, subscriptions, travel, and subsistence expenses on behalf of the Manager which are necessary for the Manager's continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the Manager's continued professional growth and advancement. Said reimbursement includes governmental groups and committees upon which the Manager serves or may serve as a member. Said expenses may also be reimbursed or paid for on behalf of the Manager for short courses, institutes and seminars that are necessary for the professional development of the Manager.

C. The City benefits from the Manager's involvement with and participation in local charitable, non-profit, and other activities (such as the Chamber, or other local organizations). To that end, the Manager will be reimbursed for the cost of membership, meals, or other reasonable expenses but not voluntary donations or contributions.

16. Vacation and Sick Leave:

A. Manager shall accrue vacation at a rate of 240 hours (30 days) per fiscal year. The maximum vacation accumulation cap will be 320 hours. In recognition of the difficulty Manager may experience in taking time off and in order to comply with the accrual cap, Manager shall be entitled to cash-out up to 120 hours of accrued but unused vacation days. The amount paid Manager shall be based on Manager's annual Base Salary at the time the vacation leave is paid. If Manager elects to cash-out a portion of the accrued vacation (up to 120 hours), an irrevocable election will need to be made by November 30th of each year and received in June of the following year.

B. Manager shall accrue sick leave at a rate of twelve (12) paid days each calendar year. In the event of termination or resignation from employment or the non-renewal of this Agreement, Manager shall be entitled to cash-out the accumulated but unused sick leave as follows: In the first year of this Agreement (until July 25, 2025), Manager may cash out 75% of accumulated but unused sick leave; and in the second

year of this Agreement (until July 25, 2026) and thereafter, Manager may cash out 100% of accumulated but unused sick leave.

C. Manager shall be credited with 80 hours (10 days) of Executive leave on January 1, of each year. Executive leave may not be carried over to subsequent years, and any remaining balance existing at the time of the City's final payroll cycle of the calendar year will be cashed out.

D. City shall provide Manager with other leaves as required by law.

17. Abuse of Office or Position:

If Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Manager may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

18. Enforcement of this Agreement:

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his/her/its reasonable attorneys' fees and costs.

20. Indemnification:

Consistent with and subject to the limitations in the California Government Code, City shall defend, hold harmless, and indemnify Manager using legal counsel of City's choosing, against expense or legal liability for acts or omissions by Manager occurring within the course and scope of Manager's employment under this Agreement.

21. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of St. Helena
Attention: Mayor
1088 College Avenue
St. Helena, CA 94574

MANAGER: At the address on file with the City for Manager

22. Conflict With Municipal Code:

The City personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the Municipal Code shall prevail over this Agreement.

23. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

24. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

25. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

26. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

27. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this _____ day of _____, 2023.

CITY OF ST. HELENA

By: _____ _____
Mayor Manager

Attest:

_____
Cindy Tzafopoulos, City Clerk

Approved as to Form:

_____
Ethan Walsh, Attorney

St Helena

City Manager			Cash Supplements							Insurance Benefits			
Survey Agency	**Comparable Class**	**Current Annual Range**	**Long.**	**Auto**	**Def. Comp.**	**Perf Bonus**	**Other**	**ER to EE/EE to ER Ret.**	**Annual Base + Cash**	**Health**	**Dental**	**Vision**	**Annual Base + Cash + Ins.**
American Canyon	City Manager	264,482	3,000	4,800	23,000	7,644	2,160	(13,224)	291,862	28,681	inc	inc	320,543
Calistoga	City Manager	292,620	-	1,800	30,500	-	-	-	324,920	31,776	1,764	-	358,460
Fairfield	City Manager	300,889	-	6,000	27,048	14,256	-	(7,128)	341,065	23,307	1,344	156	365,872
Healdsburg	City Manager	288,598	16,812	-	22,500	-	6,600	-	334,510	32,091	1,716	216	368,533
Napa	City Manager	286,368	-	6,000	18,864	-	1,320	(12,516)	300,036	23,247	1,656	-	324,939
Novato	City Manager	295,701	5,712	6,000	12,000	-	3,000	(7,140)	315,273	31,868	-	-	347,141
Petaluma	City Manager	291,000	-	4,800	17,460	-	-	(7,344)	305,916	30,369	2,304	156	338,745
Rohnert Park	City Manager	316,210	-	7,200	15,810	-	-	-	339,220	20,849	877	121	361,068
San Rafael	City Manager	293,928	-	6,000	15,000	14,696	4,800	(2,940)	331,484	22,959	1,799	152	356,394
Santa Rosa	City Manager	297,852	-	5,400	16,380	-	500	(4,464)	315,668	26,784	2,124	inc	344,576
Vacaville	City Manager	305,256	-	4,800	18,315	-	-	(3,053)	325,319	24,228	1,668	204	351,419
Yountville	Town Manager	272,100	-	8,400	49,096	24,800	1,200	-	355,596	31,250	2,184	504	389,534
St Helena	City Manager	269,000	-	6,000	34,500	10,000	30,000	(2,690)	346,810	26,580	1,716	216	375,322
	Median	**$293,274**							**$325,119**				**$353,907**
	% +/-	**-9.0%**							**6.3%**				**5.7%**
	75th Percentile	**$298,611**							**$335,687**				**$362,269**
	% +/-	**-11.0%**							**3.2%**				**3.5%**

From: Colleen Gillaspy
To: cityclerk
Subject: [External] Please do not approve
Date: Thursday, November 7, 2024 7:51:57 PM

I'm outraged to read an item on upcoming city council meeting regarding 13.3 and giving city manager a raise AND bonus! I am new to town a/o February and I cannot drink my own tap water! I have had a rash on my face from bathing & using said water. It's ridiculous. Please at least postpone this until new city council members are in office. I cannot even believe the city would consider such a thing with the ongoing financial issues facing our city. I may be a new full time resident but I have been up here for 20 years visiting family.
Please please please. I cannot believe this is even up for consideration.

Colleen Gillaspy
Sent from my iPhone

From: Kelly Wheaton
To: cityclerk
Subject: [External] Item 13.3 on Agenda
Date: Friday, November 8, 2024 1:36:30 PM
Attachments: image.png

Mayor Dohring and Council Members,

I realize that two of you are lame ducks and thus the attempt to push this Salary Increase for the City Manager through, is while you still have the votes. But know this, the optics will follow you. It is hard to take the dire warnings by the City Manager, Mayor Dohring and Councilmembers Hall, & Kenealy about why we must pass A1 &A 2, as the City is going to go bankrupt and square that with a salary increase for the CM based on FALSE EQUIVALENCIES. His new Salary TOPS OUT AT **$331,005!!!** These have been hand selected to favor a HIGH Median average and are **NOT** cities of comparable size or responsibility. The only 3 acceptable Comps on the list are Yountville, Calistoga and maybe Healdsburg with DOUBLE the population of St Helena. The others are, to be blunt, not even close to comparable. From Fairfield which is TWENTY-FOUR times the size of St Helena and Napa is about FIFTEEN times the size of St Helena these are not accurate comps. In addition he has changed the titles from Assistants to the City Manager to Assistant to the Director of Public Works and Project manager but this is just Title creep with commensurate Salary Creep. All in some misguided belief that you can't find anyone to do the job at a rational salary level. Mayor Dohring told me the reason they hired an Assistant City Manager was so there would be someone who could do the job if the City Manager left. What are you thinking??? Mayor Dohring and Councilmember Chouteau you will begin your next term with ZERO CREDIBILITY if you vote for this package. What is the rush? We all know it is because the new council would never approve this.

Chicken littles, saying the sky is falling and then saddling us for additional year (**2027!**) contract for a City Manager that has runs up the deficit, begs for money, fails to get his measures passed even with the PR guy pleading his case constantly, the measures don't pass and you are poised to **CUT ESSENTIAL SERVICES** to given him contract extension, a bonus and a 7% salary increase over salary increases amounting to 24% in just a couple of years. These are incredibly BAD OPTICS. Are you insane? Is your fear of losing a City Manager that great that you allow this robbery of the taxpayers. We are all supposed to sacrifice so the staff can be supported by kings and queens?

Data Effective September 2024

St Helena

City Manager			Cash Supplements							Insurance Benefits			
Survey Agency	Comparable Class	Current Annual Range	Long.	Auto	Def. Comp.	Perf Bonus	Other	ER to EE/EE to ER Ret.	Annual Base + Cash	Health	Dental	Vision	Annual Base + Cash + Ins.
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	75th Percentile	**$298,611**							**$335,687**				**$362,269**
	% +/-	**-11.0%**							**3.2%**				**3.5%**

This matters to me because these salaries are being partially paid (INAPPROPRIATELY) out of the Water and Wastewater enterprises and for Water I am paying for it , at outrageous rates. I know these words are wasted on you sitting council people who feel more indebted to the staff than to the people who elected you.

In disgust,
Kelly

--
Kelly Wheaton
a4est42@gmail.com
Beginners Guide to Genetic Genealogy
WheatonWood.com

From: Kelly Wheaton
To: cityclerk
Subject: [External] ***Spam*** Agenda Item 13.3 and 13.4
Date: Tuesday, November 12, 2024 5:37:47 AM

Mayor Dohring, City Council Members, Citizens of St Helena

In the most outrageous and cynical way, the upgrading of staff titles for roles some of these individuals are not qualified for, during a time of financial crisis needs to be called out for what it is. This is an attempt by the City Manager and his top lieutenants to ENRICH THEMSELVES at the City Taxpayers expense. It is both unnecessary and unwarranted and is another ill informed move that has brought us to this financial crossroads.

The voters said NO to A1 &A2 and now you the council are going to accquiese to the CMs wishes and burden the town and the incoming council with this largesse. At a time when the town needs to tighten its belt to protect its essential services you are handing out bonuses, raises and title creep like the spoils of plunder. These items need to be TABLED rather than hung around the necks of the townspeople. For SHAME on any of you that vote for this. I have already heard people considering a RECALL, which I would support if this is not TABLED, until it can be considered in light of our full Financial picture.

And what is even worse is this comes out on Thursday's Agenda with no opportunity for anyone to read about it in the STAR. The City Manager knows exactly what he is doing trying to get this passed BEFORE the rubber stamp City Council is replaced with a majority, that is charged with Fiscal Responsibility.

And while I am gripping this show of force in the back of the room with all the Department heads is another attempt to tell the town, who is Boss. We see all this for what it is. A town being bankrupt by people who do not live here enriching themselves at taxpayer expense. They don't have to drink or bathe in stinky, discolored water. The citizen's of St Helena elected the council to represent them, not to curry favor and enrich the staff. We will not forget.

Sincerely,

Kelly Wheaton

From: Leslie Stanton
To: Cindy Tzafopoulos
Subject: [External] City Council Nov 12, 20124, 13.3
Date: Saturday, November 9, 2024 4:54:54 PM

13.3
NO. You know why. I know why. Most Saint Helenans know why. The citizens have been threatened with cuts to essential services and the City Manager asks for more money to up his salary and benefits. IF he was doing a good job, you might be justified in giving him more $$. Just say NO.

Leslie Stanton

From: Stephanie Smithers
To: CityCouncil; Cindy Tzafopoulos
Subject: [External] Public Comment | Item 13.3
Date: Saturday, November 9, 2024 8:27:46 PM

Dear Mayor, Vice Mayor, and City Council,

I am writing to express my concerns regarding the proposed extension of the City Manager's contract. While I respect the City Manager's contributions, I believe it is prudent to postpone this decision until the newly elected City Council can fully assess the city's financial situation and priorities. My questions and criticisms of the agreement below are solely based on the agreement, and not Mr. Comelo's personality or skill set.

First, we know that when the City Manager was recruited in 2022, we offered a base salary 19.6% above the previous City Manager's salary in an effort to recruit "top talent." Since then, I have heard disappointment from 3/5 council members in the City Manager's performance, so much so that the City Council elected to spend nearly $10,000 to hire a consultant to coach our City Manager, who was considered top talent when hired.

In two years since the original agreement was signed (2022), we will have increased our City Manager's base salary by 22.4%, not including other benefits in his employment agreement.

The proposed NEW agreement in the staff report, which extends his contract until 2027, proposes an additional increase in 2025, meaning we will have increased his salary by 31% over 3 years, with an unmatched benefit package.

We have heard many times from our City Council and administrators how important our SHEA employees are. Yet they have to bargain and often fight for a mere 5% COLA adjustment. Yes, there was a recent equity adjustment. If my numbers are accurate from old staff reports, then it appears that at MOST, some city employees will see up to a 19.5% increase to their salary over a 3 year period (2022-2025) - which is still 11.5% BELOW the city manager's increase.

I'd also like to highlight that our City Manager gets 120% MORE leave time than our full time SHEA employees. I don't need to list out why, but we can agree these are critical people to our city, yet their benefits run exceptionally short of those within the City Manager's agreement.

In the City's October 3rd newsletter, the first topic highlighted is how the City has been *"cutting costs to make a balanced budget",* causing a high turn-over rate. I'd be curious to see the turn-over rates over the last 10 years. In addition, what are the optics for our SHEA City employees when they see substantial pay increases and benefits only offered to top level employees?

Outside of the October 3rd letter about A1 and A2, we have heard threats around the potential failure of A1 and A2. Most notably, the City Manager would leave if the

measures did not pass, and that the failure of A1 and A2 would greatly impact our safety services. If our financial position is as poor as we have been led to believe, how are we able to MAX out a performance based bonus of $10,000? I don't understand the justification behind paying the highest bonus, if we will now be forced to make budget cuts to other departments and services? Maxing out bonuses seems appropriate when the city is in good financial health and performance.

Lastly, to quote the City Manager in his October 3rd letter, Mr. Comelo references A1 and A2 ballot measures, *"in doing so, (City Council) gave residents the power to decide if they supported the creation of a new stable and sustainable revenue source to help fund the shortages in the budget for the current level of services or to send the Council the message that they want some services to be cut back."*

The failure of A1 and A2 sends a clear message that the majority of St. Helena residents did NOT agree with A1 & A2, myself included - and when considering what services to cut back, I urge you to carefully review employee contracts, especially executive management, and reconsider bonuses during times of financial hardship. The extension of our city manager's contract should be decided by the newly elected City Council.

Thank you for your consideration,
Stephanie Iacobacci-Smithers

From: priscillajdell@gmail.com
To: Cindy Tzafopoulos
Subject: [External] Letter to City Council members
Date: Friday, November 8, 2024 5:55:03 PM

Dear Mayor Dohriñg and City Council members. You have on your agenda this coming Tuesday night November 12th an item in which salaries and reclassification of employees is scheduled. This is very inappropriate. We need thoughtful actions that can help resolve divisiveness in our City. Surely all of you have heard and read discussions about fiscalresponsibility . It has been a strong issue in the campaigns of all candidates this year. To increase payroll budget at this time is like thumbing your nose at the people who elect you. Please move this item forward until after the new Council is seated. Pat Dell

From: Thomas McBroom
To: Cindy Tzafopoulos
Subject: [External] Input for Tuesday"s Council Meeting - Item 13.3 City Manager"s Employment Agreement
Date: Monday, November 11, 2024 5:54:11 PM

Hi, Cindy, I hope you are well. I miss seeing your smiling face at the city offices. Here's a citizen comment for Tuesdays Council Meeting, concerning Item 13.3, Approval of the City Manger's Employment Agreement.

Mayor Doring and Members of the St. Helena City Council:

I am writing in support of approval of the Amended Employment Agreement with the City Manager.

Diane and I may be gone from St Helena,, but we still care deeply about the City and its residents, many of whom are still, and always will be, our dear friends. During my career as an Executive Vice President for a Fortune 200 company, I oversaw Human Resources and learned a thing or two about executive retention and compensation. Based on that experience I respectfully offer a few observations or "lessons learned" that I think apply to the discussion about the Amended Employment Agreement for the City Manager:

1. **When you have someone good in a senior management position (or any position, really), do everything within reason to retain them within the organization.**

By all accounts, the counsel and staff, the people who work closely with the City Manager and who are in the best position to judge, have found his performance to be excellent. If an organization wants to keep its top-notch people, it must compensate them fairly, at or above median salary for similar positions. If these leaders think they are appreciated, respected, and fairly compensated they are likely to stay. If not, the organization will have a revolving door in those key jobs. Really good people are very hard to find and everybody else wants them. Don't give your good people a reason to look elsewhere.

2. T**urnover is very expensive, especially in senior positions. It is almost always more cost effective to retain high performing employees.**

Not only does turnover generate direct costs, such as executive search fees, it also results in reduced productivity, loss of institutional knowledge, and negative impacts on staff morale. And to make things worse, the replacement candidates often command salaries as much or more than the person you are trying to retain. In terms of productivity, an organization can take six months to a year to reach the level of performance it had before the management change.

3. **There are things more important than money.**

There is no doubt that salary is important. It's why we all go to work every day. And it must be fair and competitive. But it is seldom the reason senior managers move elsewhere. Equally as important are respect, appreciation, and public acknowledgment of a job well done. If the

counsel believes that the City Manger's performance has met or exceeded its expectations, it should say so loudly and clearly. Approving this agreement is a great way to do that.

4. **Be aware of "outside factors" that impact your senior people and help them deal with those challenges, if you can.**

Hours long commutes and/or living away from friends and family take an enormous toll on people. I know this from personal experience. Everyone thinks they can do it for a while, but it eventually wears them down. Due to the price of housing in St Helena and/or family commitments elsewhere, our last two City Managers and some department heads have endured long commutes or have had to find a modest "crash pad" to stay during the week. Think TV dinners and long lonely nights. It's a morale killer and gets you thinking about working closer to home. A senior employee in this position needs to be acknowledged for their sacrifice and given help in covering at least some of the extra costs, in the form of a housing or transportation allowance. It won't cure the lonely nights, but it will provide the clear message that the Council knows and cares about those personal challenges.

In summary, I think you (we) have a very good person in the job and you should do everything within reason to keep him there. The City is facing serious challenges over the foreseeable future and this is not the time to be breaking in a new City Manager.

Submitted respectfully,
Tom McBroom

From: Peter Scott
To: cityclerk
Subject: Re: [External] City Council Meeting 11/12/24 Item 13.3 REVISED
Date: Tuesday, November 12, 2024 8:37:52 AM

Please enter this REVISED letter below in the Agenda minutes for tonight's City Council Meeting.
Thank you

Sent from my mobile device

From: peterrscott@gmail.com <peterrscott@gmail.com>
Sent: Monday, November 11, 2024 10:32:17 PM
To: cityclerk@cityofsthelena.gov <cityclerk@cityofsthelena.gov>
Subject: City Council Meeting 11/12/24 Item 13.3

RE: AGENDA ITEM 13.3: Consideration of a Resolution: 1) Approving an Amended Employment Agreement with City Manager Anil Comelo effective July 26, 2024 and Performance Bonus, et.al

Mayor Dohring and Members of the City Council,

I am writing to request you postpone a vote on item 13.3 regarding approval of Amended Employment Agreement and Performance Bonus for City Manager Anil Comelo until new City Council Members are seated and until specific fundamental job requirements have been satisfactorily performed by Mr. Comelo.

I am also requesting that a copy of the quantifiable performance goals that were mutually established to determine Mr. Comelo's $10,000 Performance Bonus be made publicly available along with City Council's verification that these goals were met or exceeded.

I recognize a performance review was conducted with the City Manager in June of this year to approve this extended employment agreement and performance bonus. However, in the months leading up to this review and ensuing months up until now, the City Manager has not fulfilled one the most fundamental requirements in his role as Chief Executive of affairs for the City by failing to provide the citizens of St. Helena with "*safe, clean, affordable, and accessible water adequate for human consumption,*

cooking, and sanitation". This basic obligation to St Helena Water ratepayers is integral to the CA Human Right to Water Law, AB 685 regulated by State and Regional Water Boards as part of California's Safe Drinking Water Plan.

Considering the numerous complaints from citizens regarding the non-consumable water being provided by the City's Water Enterprise managed by the City Manager, I respectfully request that any approval of an Amended Employment Agreement and Performance Bonus previously authorized by the City Council be postponed until this water quality issue is fully resolved.

Thank you
Peter Scott
1905 Birch Ave
St. Helena

From: Richard Seiferheld
To: cityclerk
Subject: [External] 11/12/24 City Council meeting agenda items 13.3 & 13.4
Date: Tuesday, November 12, 2024 6:35:55 AM

I urge the current City Council to postpone a vote on these issues and that they be tabled until after the newly elected Council members are seated.

Richard Seiferheld
2020 Birch Ave.
St. Helena CA 94574
Richard Seiferheld
seiferheld@me.com
707 695 0915

From: Norman Manzer
To: Paul Dohring; Eric Hall; Anna Chouteau; Billy Summers; Patrick Kenealy
Cc: cityclerk
Subject: [External] COMMUNICATION PROBLEMS, AND OTHERS, ST HELENA CITY HALL
Date: Tuesday, November 12, 2024 12:14:13 AM

Dear Mayor Dohring and Councilmembers:

It appears that our City Manager prides himself on communication: the city newsletter, an Assistant Manager as a Public Information Officer, and the online web page to submit problems or repair requests without having to talk to a city employee.

As councilmembers you presumably get a prompt response from Anil Comelo. You should, since you sign his paycheck. If only we citizens could be so lucky.

Going back a couple of years, in his first 30 days in St Helena I called Anil to welcome him and to offer a personal VIP tour of our little town, as I had done once before for a new City Manager. He answered his own phone and said he would very much like to accept my invitation, but he was just leaving for a meeting. He took my contact info, and I never heard from him.

Let's fast-forward to my two emails at the bottom of today's email to all of you. Email Number One of October 14, 2023; and when no reply received, Email Number Two on November 8, 2023 as a second Request. Comelo did not reply to either email. Nada! Now we are three for three.

If only these were isolated incidents for City Hall, but they are not, and all are indicators of an endemic problem at City Hall. Here are some examples to ponder:

Maya DeRosa – In early 2023 I wrote several emails to Maya about the Charles Krug Winery using a former vineyard on Deer Park Road as a staging area for several companies, Of those letters to Maya, two of them required a second request and another required a third request to get replies. Four weeks ago I wrote Maya asking for the number of pages of her 9212 report to you. After two days of no reply, I drove to City Hall to get that answer in person. Maya was out to lunch, and I met with a newly hired Interim Planner, Joel Galbraith, a recent Sonoma County retiree filling in for Aaron Hecock's departure.

Maya returned to her office, and Joel got up and asked Maya if she could

see me for a moment. She had no one in her office, and she told Joel to have me write my question on a paper, and she would let me know. I did that. A month has passed and no response from Maya. BTW, Joel is no longer at City Hall. He decided he didn't need to be in such an environment. And, such a nice guy.

Joe Leach – One June 25, 2024 I called Joe around 11a.m. and got his voicemail. I asked him to call back with an answer to my question, "Does Charles Krug Winery have a water meter with the city of St Helena?" Not receiving a call back by 1:23pm, I called Joe back and asked for an answer to that same question. That was four months ago, and no call back from Joe.

Water Department – On May 15, 2024 I called to end the billing for my rental at 1824 Crinella effective May 17. I had estimated my final bill of about two weeks and gave that amount to Elizabeth. She said she would call me back when they did their calculation to be certain we agreed. She did not call back, and no Final Bill was received. I did not call back then since I presumed that it possibly had to wait for the end of the complete billing cycle of two months. At the end of July I got the water bill of the entire prior two months, and not a Final Bill for only two weeks. On July 27 I called Elizabeth, and she immediately remembered our May conversation and apologized for not following through as promised.

I will spare you the details, but from my first call on May 15 until the Water Department could provide a Final Bill on September 7, I had to make six calls to this department to get the bill issued correctly. It included my two conversations with your Finance Director, Yosselyn. There are more bizarre details, but I will spare you.

So, here we are at Tuesday, November 12, and you are having a City Council meeting to consider a salary increase and an extended contract for our City Manager. After receiving my experiences with City Hall, would you think it appropriate to reward our City Manager for a city being run like this? Norm Manzer, St Helena

P.S. Please, do not ask your City Manager to contact me. I have 62 years of adult life, and I have been very successful in relationships and determining the character of others. I have a excellent understanding of just what we are dealing with here. And, I hope that at this juncture you do as well.

From: Norman Manzer <manzer103@comcast.net>
Sent: Wednesday, November 08, 2023 11:12 AM
To: 'acomelo@cityofsthelena.org' <acomelo@cityofsthelena.org>
Cc: Paul Dohring (PDohring@cityofsthelena.org) <PDohring@cityofsthelena.org>
Subject: RE: Pot Holes

Hello Anil,
I wrote this to you over three weeks ago and have not received a reply. In that same time there has been no effort to improve the worsening potholes. Might I receive a reply from you? Norm Manzer

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From: Norman Manzer <manzer103@comcast.net>
Sent: Sunday, October 15, 2023 10:40 PM
To: 'acomelo@cityofsthelena.org' <acomelo@cityofsthelena.org>
Cc: Paul Dohring (PDohring@cityofsthelena.org) <PDohring@cityofsthelena.org>
Subject: Pot Holes

Hello Anil, yesterday I went into town to buy a can of white spray paint, and this morning (Sunday) I was prepared to put on my reflector vest (that I wear while picking up litter around town and the Silverado Trail) and drive down to the Pope Street bridge and the Trail to begin my intent to highlight the 25-30-(???) potholes extending down to the southernmost City Limits on the Trail. While Sunday morning is the lightest traffic load in that area, and presumably the safest time for me to risk being out in those traffic lanes, my 81 year old mind took control and halted my good intentions. It is obvious that you do not drive this area or surely it could never have been neglected to its current state.

It was back on May 12 that Mayor Paul Dohring afforded me the courtesy of 45 minutes to drive him around most of St Helena to review the typewritten list of problems I had listed for his review. And while we citizens had been told that this Trail area and the Pope Street bridge on the Napa River were to be repaved, little was being done to try and prevent cars from bottoming out or blowing tires from the increasing potholes. What is most distressing is that on occasion I will see some fresh asphalt in a large pothole, and it will still be a pothole of 2 inches deep instead of the former 3-4 inches. As I mentioned to Paul Dohring in my printed list of problems, your City crew does not know how to fill a pothole. And my reason for finally trying to take the bull by the horns with the spray paint is that a neighbor blew a tire in this

same part of the Trail that not only cost him $363 to replace, but he barely averted an accident from the blowout.

I know that you will respond with all sorts of reasons and circumstances while problems like this exist, and while you are overwhelmed with so many other issues, there is no excuse why something so critical that affects citizens daily can't be addressed promptly. Filling potholes is not rocket science. If I can do it, any untrained person could be taught the simplicity of the procedure in just a short period of time. Needless to say, I am prone to send a Letter to the Editor and ask for others who have blown tires and possibly had accidents from the City's potholes to contact me so I can keep a running score. Yes, I understand that you have let a contract for the repaving, but in the interim surely the major potholes can be addressed immediately.

So, Anil, who is this Norm Manzer guy that is so infuriated about this problem? Besides seeing my name on the paper summary I gave Paul Dohring in May, and his comment that he would hand it over to you with reference to me, this is who I am: I am this old guy who has lived in the upper valley for 55 years, 50 of which have been in St Helena. I have been retired for 15 years now, but for 35 prior years I owned my own State Farm insurance agency in St Helena. I am a past president of the St Helena Chamber, a Calistoga Rotary member for 55 years, a member of our local Grace Episcopal Church for 25+ years and headed up the "It's Not Your Mother's Rummage Sale" for 12 of 14 years – a rummage sale that took in $65,000 in two days at its last event of five years ago and included 174 community volunteers. I am a member of the St Helena American Legion and the St Helena Historical Society.

For more than 30 years I was the self-appointed graffiti-remover in town and only ceased to operate when City staff refused to remove vulgar graffiti on public property, even with repeated requests by your SHPD. My then 14 year old grandson and I received a nice plaque from the St Helena Beautification Committee for our efforts to remove graffiti in town and for picking up litter.

I am so glad I didn't decide to deface those Silverado Trail potholes with white paint – but only because instead of typing this to you, I could be in a bed at the St Helena Hospital or a funeral home. Norm Manzer, St Helena

From: Alan Galbraith
To: Cindy Tzafopoulos
Subject: [External] Agenda Item 13.3, St. Helena City Council Meeting, November 12, 2014
Date: Sunday, November 10, 2024 7:34:54 PM

Contrary to the public comments of Ms. Gillaspy and Ms. Wheaton, the City Council should approve the Amended Employment Agreement with the City Manager.

The recitals in the accompanying resolution state that the City Manager "has exceeded the mutually established and quantifiable objectives" set forth for him in his established performance goals. The recitals further state that the Council "desires to provide a more competitive compensation package that reflects the market for city managers." These findings, no doubt carefully reviewed and approved in closed session (as allowed by the Brown Act), provide strong factual support for approval of the Amended Employment Agreement. Indeed, in my experienced assessment (three city managers during my mayorship) not approving the contract at this point would not be in the public interest because of its negative impact on staff morale and retention, continuity and institutional memory, and Council's immediate need to focus on urgent issues.

It is suggested that with the failure of Ballot Initiatives A1 & A2 the City should step back and defer approval of the Amended Employment Agreement pending a full-throated financial reappraisal. This would be a mistake. City residents passed up a golden opportunity to tackle significantly the City's structural deficit. This further underscores the need for a city manager well versed in St. Helena City affairs with a strong command of City operations, who has no learning curve, and who can set out for Council consideration the unpalatable options ahead.

In specific response to Ms. Wheaton, I agree that the most relevant "comparables"for St. Helena in Napa County are the city manager compensation packages for Calistoga and Yountville. The current compensation packages are certainly comparable (Yountville being the highest) among the three UpValley cities. The new City Manager package for St. Helena will be in line with new packages in these (and other) communities. It might also be noted that the City Managers in Calistoga and Yountville are fortunate: they are not confronted with the stress posed by structural deficits like St. Helena's.

In specific response to Ms. Gillaspy's complaint that the Council should not consider an amended contract with the City Manager in consequence of water quality issues being experienced by the City: the sad state of City water infrastructure far predates present City leadership and, as the public record clearly shows, is being diligently addressed by current staff.

Finally, after reviewing the emails of Ms. Gillaspy and Ms. Wheaton, a special plea: it would be wonderful if public commenters could avoid being intemperate in their comments. Stridency serves no public purpose.

Alan Galbraith
St. Helena Mayor, 2014-2018

Note to Cindy: please confirm receipt. Thank you. Alan

From: lana ivanoff
To: Cindy Tzafopoulos
Subject: Re: [External] Letter to City Council
Date: Monday, November 11, 2024 5:18:08 PM

City
Correcting first line typo on Emil I sent you Sat.
Thanks
Lana Ivanoff

Should say……"Forward letter to City Council for Meeting Nov 12, item 13.3."

On Saturday, November 9, 2024 at 03:30:17 PM PST, lana ivanoff <lanaivanoff@att.net> wrote:

Cindy

Please forward this letter to acc Member for Nov12th meeting.

Council Members…..
You have before you at the meeting on Nov 12, a proposal that will increase the City Managers salary, extend his contract , award a bonus, and also approve staffing additions and reclassifications.
Please STOP!
With the election barely over, and the possibility that Prop A1 and A2 have failed to give the City the huge sum of money, (they obviously thought they would have to spend)….it's time to put the breaks on, and stop spending MY TAX PAYER DOLLARS, on raises, more hires, and bonuses.
It's time to freeze hiring, and spending, until after the new CC is seated.
In a town where only about 2000 people voted, a town where school enrollments are down, the size of the town physically has not changed in a century, and the overall population is down, do we really have this kind of money to squander on management positions, assistants, assistants to assistances, etc.?
Given all the recent publicity of how the City is in financial distress, and how residents will suffer needed services if we don't get more revenue…..making these kinds of financial decisions, and increasing staff, needs to be postponed until we can get our budgetary 'house in order'
STOP! Do not approve this item on your agenda.

Lana Ivanoff
1533 Pine St

BTW….if this chart is accurate….it is shameful and ridiculous!

From: Tim Hall
To: cityclerk
Cc: Tim Hall
Subject: [External] Against Proposed Agenda Item to Raise Salaries and Hire Additional Positions
Date: Saturday, November 9, 2024 11:35:36 PM

I am totally against the City Council (including the lame duck members) taking any action to increase salaries, staff and extending the City Manager's contract. The newly seated City Council members should be the ones to review this proposal and vote.
We are a city in fiscal distress with yearly deficit spending. You have emplored the voters to pass Measure A and B to have any chance of avoiding $7million in deficits.
How can you in good conscience push these measures (which are failing) and at the same time approve further expenses.
Cities in this fiscal position should be freezing salaries and new positions and begin the process of finding ways to cut expenses, not increase them.
I strongly oppose any decision to approve this agenda item on Tuesday.

Regards,
Tim Hall
657 Pratt Ave.

From: Tim Hall
To: cityclerk
Subject: [External] What Completed Objectives has the City Manager Completed to Earn the Bonus?
Date: Monday, November 11, 2024 9:54:39 PM

Can you please explain what the measurable and successfully completed (as determined by the mayor) City Manager objectives were that give rise to a vote to approve a $10K bonus.

Thank you,
Tim Hall
657 Pratt Ave.

From: Aaron barak
To: cityclerk
Subject: [External] Agenda Items 13.3 & 13.4
Date: Monday, November 11, 2024 6:53:17 PM

Dear Mayor Dohring, Council Members, and City Management,

I am writing to formally request that the council postpone the vote on the agenda item 13.3 & 13.4 related to the proposed salary increase and contract extension for the city manager, as well as the additional staff reclassifications and expansions. Given the current financial landscape and recent community feedback, it is essential that we approach these matters responsibly and in alignment with the council's previous fiscal messaging.

Firstly, I recognize the concerns that Mayor Dohring and others have raised about continuity, institutional memory, and staff morale. These are critical elements for any effective administration, particularly in challenging times. However, over the past two years, the city and council have consistently underscored the severity of St. Helena's financial crisis, emphasizing that significant additional revenue was required to sustain essential services and avoid budget cuts. This culminated in the push for Measure A, a transfer tax intended to bridge the city's budgetary gap. The community was told that this revenue was essential to protect public safety and vital city services.

Now, with Measure A having been voted down, it would be prudent to reconsider any increases to long-term financial commitments that could deepen our structural deficit. Moving forward with these proposals, despite our well-documented fiscal challenges, sends a mixed message to residents who were recently asked to make financial sacrifices. Approving new costs and commitments risks undermining public trust in the council's stewardship and the fiscal urgency communicated around our financial crisis.

While city staff have concluded in their staffing report that these proposals are budget-neutral or result in savings, this assertion largely relies on reallocating funds across departments rather than actual reductions in spending. The claimed savings of $65,550, for instance, come from shifting costs within different funds rather than decreasing the city's overall financial obligations. Moreover, the unfreezing of positions and additional staffing commitments represent real increases in long-term costs, especially when factoring in rising CalPERS liabilities. True cost savings would require genuine reductions, not internal reallocations that obscure the city's financial burden rather than alleviate it.

Therefore, I respectfully urge the council to defer not only these specific costs but also any further discretionary costs until we have a comprehensive financial plan to address the city's structural deficit. This approach would demonstrate a strong commitment to fiscal responsibility and ensure that we are acting in the best interest of St. Helena's long-term financial stability.

Thank you for considering this request. I am available for further discussion and look forward to working together on a sustainable financial path for our city.

Respectfully,

Aaron Barak
City Council Member-Elect
City of St. Helena

From: Ross Allen
To: cityclerk
Subject: [External] Please table Item 13.3
Date: Monday, November 11, 2024 5:12:30 PM

Hello -

Given the **significant lack of community support** for the controversial elements of Item 13.3, and the financial reality for the city after the failure of Measures A1 and A2, **please table this item** and allow the new city council to consider it after they are installed.

Mr. Barak has published a lengthy and thought-provoking argument for not passing this item, and he should be given an opportunity to vote against it.

It is unreasonable for soon-to-retire CC members to saddle an incoming city government with a decision that has long-term and far-ranging implications for the city budget.

I'm respectfully requesting you do the right thing: table Item 13.3 and let the new City Council consider and act on this issue in the best interests of our community.

Thank you,
- Ross Allen
643 Pratt Ave.

From:	EK
To:	cityclerk
Cc:	Paul Dohring; Eric Hall; Anna Chouteau; Billy Summers; Patrick Kenealy; Aaron barak; michellecdeasy@gmail.com
Subject:	[External] Agenda Item 13.3
Date:	Monday, November 11, 2024 4:31:44 PM

Dear esteemed mayor and city council members,

I respectfully request that Agenda Item 13.3 be tabled until the new city council has been seated. The city manager's contract has been extended until June, 2027, so there can be no reason for urgency in this matter.

It is only right that the new council be allowed to consider an item of such financial magnitude, especially in light of St. Helena's overall budgetary constraints.

Sincerely,
Ellen Kieval

From: Denise Armstead
To: cityclerk
Subject: [External] City Manager's Raise
Date: Monday, November 11, 2024 12:15:01 PM

St. Helena City Council —

I implore you to reconsider awarding a raise to our current city manager. I do not think he deserves a raise. I also do not think St. Helena needs four full time admin positions.

Read Aaron Barack's blog about it.

Best regards,
Denise Armstead
1800 Main Street
St. Helena

From: Maria Criscione Stel
To: cityclerk; cityclerk
Subject: [External] Proposed Pay Raise for City Manager
Date: Monday, November 11, 2024 11:01:41 AM

Dear Mayor Dohring and Council Members,

Given the City's current financial situation, I find it hard to believe that the Council would even begin to consider a significant pay raise *and* performance bonus for the City Manager at this time. With dire warnings from the City Manager about the state of our finances, and the apparent loss of A1, A2 and B, are you really considering this pay increase as a viable option at this time? I'm also concerned that this is being rushed through before the new Council members are seated.

I hope you will reconsider this recommendation for the time being. Please make the right choice.

Thank you.

Maria Criscione Stel

From: Lisa Pelosi
To: cityclerk
Subject: [External] Public comment agenda item 13. 3
Date: Monday, November 11, 2024 9:54:18 AM

Dear Mayor Dohring and Council Members,

I was taken by surprise to see this item on the agenda and the recommendation to approve this salary increase and contract extension. The optics and messaging are confusing, troubling and frustrating. As voters we were just asked to consider A1 and A2 , which don't look like they will pass, and with that, the verbalized "threat" that essential services will need to be cut with the measures not passing, yet now it's time to give a significant salary increase and extend his contract. This gives the air of rushing this through- and it begs the question, is it because it would not pass with the new sitting council members?

This is not where our money needs to be spent right now. Hit the pause button. The City Manager himself is on record about how dire our financial situation is. How can the City Manager claim dire financial straits for St. Helena yet feel it is appropriate to have his hand out for a significant raise and a performance bonus? How can the Council explain to us taxpayers that this salary increase and extension/bonus is warranted ? Performance reward for what exactly?

Please, it would be beneficial to have this agenda item pulled at this time and allow it to be re-visited once new council members are sworn in. If the council does not want to pull this agenda item then I would strongly encourage a NO VOTE. Please, prioritize community needs and budgetary deficits over salary increases!

Thank you,
Lisa Pelosi

From: Elizabeth Leeds
To: cityclerk
Subject: [External] City Manager and staff salary increases
Date: Sunday, November 10, 2024 7:58:07 AM

I am one of many St. Helena citizens vehemently opposed to increasing the salaries of an out of touch city manager and his bloated staff.

Beth Whybrow Leeds
849 Charter Oak Avenue
707.480.0798
www.bethwhybrowleeds.com
Sent from my iPhone

From: Lauren Galbraith
To: cityclerk
Subject: [External] Item 13.3
Date: Monday, November 11, 2024 8:26:05 PM

Good evening,

I am not able to attend tomorrow evening's city council meeting, but I respectfully request that item 13.3 be tabled until the new year, to be determined by the new council in the context of our city's fiscal crisis.

The new council members have been elected in large part for their finance credentials. It seems to me foolish and unfair to tie their hands with a vote this late in the year. The matter of the manager's compensation is not time sensitive and should be held for decision in 2025.

Sincerely,
Lauren Galbraith
St. Helena resident since 2018

To Mayor Dohring and Saint Helena City Council Members,

With the results of the most recent election, the public voting down A1, A2 and B, it should have sent a strong message to the city officials to look at cuts in the present budget to reduce costs before asking its citizens for more tax revenue to fund them.

Since two new city council members have been elected hoping to improve our current fiscal disaster, please delay item 13.3 on Tuesday's City Council agenda until they are seated instead of tying the new council members financial hands further, with a decision possibly made by a "lame duck" council.

When a city is facing financial hardships as we have been told that Saint Helena is, financial belts should be tightened instead of increasing salaries, giving bonuses, and creating more spending. Paying out more than what is coming in is what got us into this situation in the first place.

Saint Helena's current financial situation with the decrease in Credit Rating and dipping into the reserve account to cover a $3,000,000 shortfall should not be rewarded with new executive positions, an increase in salaries and a bonus for a City Manager who helped get us into this mess. Please consider the continued financial impact this will make on all of the city's citizens and table or vote downs item 13.3.

Respectfully submitted by

Donna Hardy

620 Harvest Lane

From: sharon dellamonica
To: cityclerk
Subject: [External] Items 13.3 and 13.4
Date: Tuesday, November 12, 2024 1:33:56 PM

I strongly recommend that the current City Council postpone voting on Items 13.3 and 13.4.

And, I encourage the new council to carefully review employee titles, employee contracts, especially executive management, and not provide bonuses during financial hardship. In addition, I recommend removing this City Manager and his assistants and returning to an appropriately salaried and smaller staff. We need this change as part of the move toward financial stability.

Sincerely,
Sharon Dellamonica

From: Cindy Tzafopoulos
To: Erika Opp
Subject: FW: [External] Tonight"s City Council Meetings- Item 13.3
Date: Tuesday, November 12, 2024 2:39:32 PM

From: gdkistner@comcast.net <gdkistner@comcast.net>
Sent: Tuesday, November 12, 2024 2:22 PM
To: Paul Dohring <paul@winecountrylaw.com>; Patrick Kenealy <pkenealy1@yahoo.com>; ANNA CHOUTEAU <achout@gmail.com>; Billy Summers <bsummers@cityofsthelena.gov>; Eric Hall <erichallemail@gmail.com>
Cc: Cindy Tzafopoulos <ctzafopoulos@cityofsthelena.gov>
Subject: [External] Tonight's City Council Meetings- Item 13.3

Mayor and City Council Members,

This is not the time to give the City Manager a raise in pay or any other of the perks that are being proposed. The City lost a lot of proposed revenue in Measures A1, A2 and B. We also elected two new Council Members. The City continues to say that there is not enough money to do projects that are absolutely necessary. If you approve 13.3 you are indicating that the CM has done a GREAT job. Most of the residents of St. Helena would disagree. In addition the two New Council members should have the opportunity to vote on any pay raises or additions to staff that are proposed since they are the ones that will have to prioritize the absolutely necessary projects.

Please recognize that fact that there is not enough money to keep raising salaries and letting necessary projects not be done. Please postpone 13.3 until the new Council has the opportunity to vote.

Grace Kistner,
St. Helena Resident

From: Cindy Tzafopoulos
To: Erika Opp
Subject: FW: [External] City Council Agenda Item 13.3
Date: Tuesday, November 12, 2024 2:59:33 PM

From: Lester Hardy <ltrainhardy@yahoo.com>
Sent: Tuesday, November 12, 2024 2:57 PM
To: Cindy Tzafopoulos <ctzafopoulos@cityofsthelena.gov>
Subject: [External] City Council Agenda Item 13.3

Cindy: please distribute this letter to Mayor Dohring, Vice-Mayor Hall and Council Members Chouteau, Kenealy and Summers.

Dear Mayor Dohring, Vice-Mayor Hall and Members of the City Council of St. Helena:

I am writing to express my support for the Amended Employment Agreement for City Manager Anil Comelo on tonight's agenda. Mr. Comelo, in my opinion, has earned your support for the proposed amendments. Throughout my recent term on the Council I advocated for making compensation truly competitive, in order to attract high quality applicants as needed, and to retain employees for as long as possible. Nothing has happened to change my thinking. Turnover is costly in a variety of ways - in some cases it necessitates the use of expensive contract services, at times it cripples our ability to make progress on essential projects, in all cases it has negative consequences.

At the same time, I think it's important to recognize the dissatisfaction manifest in the recent election, particularly with respect to Measures A-1 and A-2. There are some opponents of these measures who think the City overpays its staff, and is generally careless with the taxpayers money. There are others who deny the need for increased revenue, and some opposed Measures A-1 and A-2 but advocate for annexation of Meadowood. I have several points to make in response.

First, the job market for municipal employees is competitive, and the high cost of living here puts us at a competitive disadvantage, largely because of the time and expense involved in commuting from more affordable communities.

Second, though I am sure there are lapses from time to time, City staff are generally quite careful to follow the budget priorities set by the City Council, and to carefully vet projects presented for Council approval.

Third, the City does need increased revenues, but the cost of the contract in front of you pales in comparison with our projected revenue shortfalls. I suspect that a good number of those opposed to this amendment simply want a different City Manager. This, is many ways, suggests a demand for change. If I had a farm, I would happily bet the farm that we will see significant change in the City Council, its policies and priorities, when the two newly-elected members are sworn in

next month.

Fourth, I can't help but believe that a significant part of the present turmoil reflects the long-standing hostility directed at tourist-oriented development by a large segment of our community. This sentiment has long encouraged wishful thinking about the adequacy of City revenues, but does make sense out of the quest to annex Meadowood.

Fifth, I would like to echo former Mayor Galbraith's plea for a more civil civic discourse. Our beautiful City has acquired a reputation for incivility of this kind, and it is definitely a negative factor for our ability to hire and retain quality employees. No one should be suprised that local politics has come to resemble national politics in this respect, but it is nothing to celebrate.

Finally, we all need to pay great heed to the dissatisfaction reflected in the 2024 election and campaigns. Wherever possible, we need to find ways to address the underlying concerns. At the same time, we need to be mindful that solving real problems requires a reality-based approach easily undermined by campaign promises and wishful thinking.

Thank you.

Sincerely,

Lester Hardy

From: PAMELA G GOLDMAN
To: cityclerk
Subject: [External] item 13.3 public feedback
Date: Tuesday, November 12, 2024 3:41:11 PM

Hi I am a full time tax paying resident of St Helena and this is the first time I'm reaching out to our local government. My comment is regarding the 11/12/24 meeting item 13.3, bonus, pay raise and contract extension for the City Manager.

At a time when our city is experiencing significant budget shortfalls, and is behind on essential public projects like fixing the quality of our water.. I'd suggest now is not the time to give a performance bonus and raise to the City Manager. Frankly, his handling of our water quality issues that have been going on for more than a year, is hardly worthy of a performance based bonus regardless of the city's financial situation. It has been a colossal failure, and it is unacceptable that the residents of this jewel of a town in wine country cannot bathe in or drink the water. For more than a year! Deliver clean water, that's a basic need in the community. The idea he is entitled or worthy of a performance based bonus, a raise, or a contract extension given his failure to at this basic need in our community is absurd.

We should be reigning in spending, not committing ourselves to more of it. If the City Council is to represent the interests of city dwellers, the correct vote is NO. Our CM should demonstrate he can complete essential public projects, not be rewarded with a performance based bonus, etc, while there is brown sediment coming out of our taps. He doesn't meet the standards of success for a performance based bonus. And honestly, even if he did, we don't have the money for it.

Thank you for considering my comment.

Pamela Goldman
1653 Alexander Ct
Saint Helena CA
707.307.3973

pgg7@columbia.edu
pgg7@mac.com

Sent from my iPhone

From: sandra barros
To: cityclerk
Subject: [External] Job title changes and raises 13.3
Date: Tuesday, November 12, 2024 3:40:02 PM

To the City Clerk.
I have lived in St. Helena over 29 years and with our financial problems, I am in favor of delaying the title changes and salary increases, bonuses, etc., on item 13.3 until the following year.
I can't attend the meeting tonight but wanted to send this email stating my request.
Thank you for this consideration. Raises and bonuses should not be given to anyone at this time. The city needs to conserve money.
Sincerely, Sandra Barros St. Helena resident.
Sent from my iPhone

From: David Strong
To: cityclerk
Subject: [External] ***Spam*** No actions should be taken on City Manager compensation package
Date: Wednesday, November 13, 2024 12:06:04 PM

My family and I live in the City of St Helena.
We are a family of five.
I am writing to voice my strong objection to the current lame duck city council taking any actions between now and the end of the term that impacts our city budget. Any actions that would increase our budget should be addressed by the new City Council. It is completely inappropriate for the outgoing City Council to take any actions especially on the compensation of the City Manager. Our city is facing a financial crisis. We the people of the city of St Helena voiced our displeasure with the current direction of the city council by voting overwhelmingly for fiscal discipline and change when we voted for Michelle Deasy and Aaron Barak. Any matters which would increase the city budget in any way should be shelved until the new city council is seated in the new year. Anything else would be a violation of public trust and would do tremendous damage in terms of the relationship between city government and the citizens of St Helena.

Sincerely,
David Strong
702 McCorkle Ave

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Human Resources

DATE:	November 12, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Proposed Approval of a Resolution Authorizing Staffing Recommendations and Documents as Follows: 1. Reclassify the Assistant Public Works Director - Operations to Deputy City Manager overseeing Public Works Operations; and 2. Freeze the Assistant to the City Manager for the remainder of FY 2025; and 3. Add Assistant Planner FTE in the Community Development Department; and 4. Reclassify the Community Services Officer to Property & Evidence Technician and increase from 0.75 FTE to 1.0 FTE and establish a salary range of $69,421 - $84,382; and 5. Approve an Amendment to the Memorandum of Understanding (MOU) Between the Police Officers Association (POA); and 6. Duly Adopt and Approve a Publicly Available Pay Schedule in Accordance with the Requirement of California Code of Regulations, Title 3, Section 570.5 for Employees Covered Under the POA MOU. 7. Authorizing the City Manager to Execute an Employment Agreement for the Deputy City Manager.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of this report is to reclassify or reallocate several positions to better serve the needs of the organization.
FINANCIAL IMPACT:	The total financial impact of the recommendations is an annual salary savings of $65,550, which is broken down as follows: Increase in cost to General Fund (Fund 101) - $21,569 Reduction in cost to Water Fund (Fund 561) - $(54,851)

	Reduction in cost to Wastewater Fund (Fund 571) - $(32,268)

BACKGROUND:
When vacancies arise, the City evaluates current organizational needs to determine whether to fill the position as it stands or to realign it to address other gaps within the organization. The City has identified evolving needs within key departments and recognizes that specific position adjustments will enhance departmental capacity, efficiency, service delivery, and enhance retention. Recent assessments have highlighted areas where reallocation of roles and the strategic expansion of existing positions will better serve both the City and the community.

Reclassification allows organizations to realign positions with evolving needs, often consolidating roles or shifting responsibilities to streamline processes and maximize resources. In addition, upgrading or reclassifying roles can make positions more attractive to potential candidates and help retain current employees by offering growth and advancement opportunities.

DISCUSSION:
To address the City of St. Helena's current needs, staff is proposing amendments to the following positions:

- Assistant Public Works Director - Operations
- Assistant to the City Manager
- Community Services Officer

Assistant Public Works Director - Operations | *Propose Deputy City Manager*
Reclassifying the Assistant Public Works Director - Operations to a Deputy City Manager overseeing Public Works Operations enhances strategic oversight and strengthens interdepartmental coordination. The incumbent has been involved in critical citywide projects and initiatives and will continue to assist other departments in achieving their mission. This includes projects in the Police and Fire departments as well as Administrative Services Department. Additionally, this reclassification enables the City to retain a highly talented executive level individual and without negatively impacting her growth prospects. It also brings a higher level of expertise and authority to address complex operational challenges, foster cross-departmental collaboration, and lead initiatives that require broad, integrated planning across city functions.

The established salary range for the Deputy City Manager is $148,087 - $180,000. The proposed change to the organizational chart is reflected in Exhibit A. Since this action is a promotion to an executive level position, staff is also requesting that City Council authorize the City Manager to execute an employment agreement with terms and conditions consistent with the Unrepresented Compensation Program.

Assistant to the City Manager | *Propose Assistant Planner*

The Community Development Department has operated without a second planner position for over four years due to a freeze on this position. Recently, the Senior Planner position was also vacated, leaving the department without dedicated planning staff to provide essential coverage and ongoing support to customers and applicants.

After reviewing the department's current workflow and support needs, it has been determined that both the vacant Senior Planner position should be filled, and the frozen Planner position should be funded as an Assistant Planner position. The Assistant Planner role, as an entry level position, is a cost-effective solution for handling routine planning tasks such as zoning inquiries, building permit review, Temporary Use Permits, and Lot Line Adjustments. This structure would allow the Senior Planner to focus on more complex applications, maximizing the department's efficiency. Currently, the Community Development Director is managing many of these routine tasks in addition to other high-profile projects, underscoring the need for additional planning support.

The City has a vacant Assistant to the City Manager position within the City Manager's office. To address the needs within Community Development, staff recommends reallocating funding from the Assistant to the City Manager position to fund the Assistant Planner position thereby providing necessary support to the department's ongoing workload.

The established salary range for the Assistant Planner is $80,976 - $98,427. The proposed change to the organizational chart is reflected in Exhibit B.

Community Services Officer | *Propose Property & Evidence Technician*

The current Community Services Officer, a 0.75 FTE role, will be vacated upon the incumbent's retirement in December 2024. To enhance recruiting and retention efforts, staff recommends increasing the position from 0.75 FTE to 1.0 FTE. Full-time positions are generally more attractive to prospective candidates as they provide greater stability, and opportunities for career growth, broadening the pool of qualified applicants who prioritize full-time employment. Additionally, increasing the FTE improves retention by providing current and future employees with a more secure and appealing employment arrangement, which fosters greater job satisfaction and reduces turnover. This adjustment supports the organization's goal of attracting and retaining committed and talented individuals.

Staff also recommends reclassifying this position from Community Services Officer to Property & Evidence Technician to better alignment with the position's core duties. The Property & Evidence Technician will be responsible receiving, identifying, classifying, recording, and securely storing various types of property and evidence, as well as maintaining the property and evidence database. The incumbent will ensure the safety and security of all property and evidence in storage and handle dispositions in accordance with legal requirements. Additionally, the reclassified position will manage

parking enforcement within the City of St. Helena, providing support to public safety and city operations.

Based on comparable salary ranges for similar roles in the established cities, the recommended salary range for the Property & Evidence Technician is $69,421 - $84,382, reflecting the skills and responsibilities required for this vital role. The reclassification and FTE adjustment ensure the position meets operational needs while enhancing the City's ability to attract and retain qualified candidates. The proposed change to the organizational chart is reflected in Exhibit C.

The proposed personnel reallocations/reclassifications will result in the following financial impact:

Classification	Action	General Fund	Water Fund	Wastewater Fund	Total
Assistant Director of Public Works	Reallocate	103,106	77,329	77,329	$ 257,764
Deputy City Manager - PW	Fund	105,248	78,935	78,935	$ 263,118
Variance		**2,142**	**1,606**	**1,606**	**$ 5,354**
Assistant to the City Manager	Delete	135,496	56,457	33,874	$ 225,827
Assistant Planner	Add	149,628	-	-	$ 149,628
Variance		**14,132**	**(56,457)**	**(33,874)**	**$ (76,199)**
Community Services Officer	Delete	122,190	-	-	$ 122,190
Property & Evidence Technician	Add	127,485	-	-	$ 127,485
Variance		**5,295**	**-**	**-**	**$ 5,295**
Overall Impact		**$ 21,569**	**$ (54,851)**	**$ (32,268)**	**$ (65,550)**

Overall impact includes salary and benefits.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

Resolution Reclassification and Reallocation Recommendations
FY25 POA Salary Schedule November 12 2024
Police Officer's Assc MOU 7.01.22-06.30 November 2024 Update Redline
Police Officer's Assc MOU 7.01.22-06.30 November 2024 Update Clean
Exhibit A - Public Works Org Chart
Exhibit B - City Manager and Community Deveopment Org Chart
Exhibit C - Police Department Org Chart

CITY OF ST. HELENA
RESOLUTION NO. 2024-

APPROVAL OF A) STAFFING RECOMMENDATIONS B) AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE POLICE OFFICERS ASSOCIATION (POA), AND C) DULY ADOPTING AND APPROVING PUBLICLY AVAILABLE PAY SCHEDULE IN ACCORDANCE WITH THE REQUIREMENT OF CALIFORNIA CODE OF REGULATIONS, TITLE 3, SECTION 570.5 FOR EMPLOYEES COVERED UNDER THE POA MOU, AND D) AUTHORIZE THE CITY MANAGER TO EXECUTE AN EMPLOYMENT AGREEMENT FOR THE DEPUTY CITY MANAGER.

RECITALS

A. When vacancies arise, the City evaluates current organizational needs to determine whether to fill the position as it stands or to realign it to address other gaps within the organization; and

B. Recent assessments have highlighted areas where reallocation of roles and the strategic expansion of existing positions will better serve both the City and the community; and

C. To address the City of St. Helena's current needs, staff is proposing amendments to the following positions:
    1. Reclassify the Assistant Public Works Director – Operations to Deputy City Manager; and
    2. Freeze the Assistant to the City Manager for the remainder of FY2025; and
    3. Unfreeze the planner position in the Community Development Department and fill the position with an Assistant Planner; and
    4. Reclassify the Community Services Officer to Property & Evidence Technician, establish a salary range of $69,421 - $84,382, and increase the position from 0.75 FTE to 1.0 FTE; and

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

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

F. On November 12, 2024, via this resolution City Council is ratifying an amendment to the three-year agreement with the POA which includes the addition of the new classifications of Property & Evidence Technician; and

G. Staff updated the POA pay scale with an effective date of September 12, 2024; and

H. Staff is requesting authorization for the City Manager to execute an employment agreement for the Deputy City Manager with terms and conditions consistent with the Unrepresented Compensation Program.

RESOLUTION

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

1. The Council hereby approves staffing recommendations as follows:
    a. Reclassify the Assistant Public Works Director – Operations to Deputy City Manager; and
    b. Freeze the Assistant to the City Manager for the remainder of FY2025; and
    c. Unfreeze the planner position in the Community Development Department and fill the position with an Assistant Planner; and
    d. Reclassify the Community Services Officer to Property & Evidence Technician, establish a salary range of $69,421 - $84,382, and increase the position from 0.75 FTE to 1.0 FTE; and

2. That the City of St. Helena Publicly Available Salary Schedule which includes a revised salary schedule for members included in the POA MOU is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and

3. That the revised City of St. Helena Publicly Available Salary Schedule for the Police Officers Association makes no changes to the salary schedules for other classifications; and

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

5. Approves the amendment to the POA MOU to include the Property & Evidence Technician classification.

6. Authorize the City Manager to execute an employment agreement for the Deputy City Manager with terms and conditions consistent with the Unrepresented Compensation Program.

Approved at a regular meeting of the St. Helena City Council on November 12, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____

Councilmember Kenealy: _____

Councilmember Summers: _____

APPROVED: ATTEST:

_____ _____

Paul Jamison Dohring, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA PUBLICLY AVAILABLE SALARY SCHEDULE

Police Officers Association

Approved and Adopted November 12, 2024

Effective November 12, 2024

FY 2024-2025

		Steps				
Position	**Timebase***	**A**	**B**	**C**	**D**	**E**
Dispatcher	Annual	69,421	72,893	76,537	80,364	84,382
	Monthly	5,785	6,074	6,378	6,697	7,032
	Hourly	33.38	35.04	36.80	38.64	40.57
Property & Evidence Technician	Annual	69,421	72,892	76,537	80,363	84,382
	Monthly	5,785	6,074	6,378	6,697	7,032
	Hourly	33.38	35.04	36.80	38.64	40.57
Dispatch Supervisor	Annual	83,332	87,498	91,873	96,467	101,290
	Monthly	6,944	7,292	7,656	8,039	8,441
	Hourly	40.06	42.07	44.17	46.38	48.70
Police Officer Trainee	Annual	57,563	60,441	63,464	66,637	69,969
	Monthly	4,797	5,037	5,289	5,553	5,831
	Hourly	27.67	29.06	30.51	32.04	33.64
Police Officer	Annual	95,940	100,737	105,774	111,063	116,616
	Monthly	7,995	8,395	8,815	9,255	9,718
	Hourly	46.13	48.43	50.85	53.40	56.07
Sergeant	Annual	115,174	120,933	126,980	133,329	139,995
	Monthly	9,598	10,078	10,582	11,111	11,666
	Hourly	55.37	58.14	61.05	64.10	67.31

(1) Longevity Pay - Employees are eligible to receive longevity based on continuous years of employment according to the dates and rates below:
5 years - 2.5% of base salary
10 years - 5.0% of base salary
15 years - 7.5% of base salary
20 years - 10% of base salary

(2) Bilingual Pay - Employees who are certified as fluent in both written and verbal Spanish language will receive a 5% pay differential that is added to the employee's base salary. Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of an additional $150.00 per month.

(3) POST Certificates - Additional monthly salary compensation shall be received by an employee attaining certificates, as follows:
POST Intermediate Certificate - $150.00
POST Advanced Certificate - $275.00
POST Records Supervisor Certificate - $150.00

(4) Special Assignment Pay:
Motorcycle Officer, Range Master or Reserve Coordinator - $200.00 per month
Field Training Officers or Communication Training Officers - 7% of their daily salary, per day, while assigned to the trainee
Records Coordinator - 5% of regular salary
Canine, Officer Investigator Position, and School Resource Officer - 3% of base salary
Police Service Dog Handler - $342.19 per pay period

(5) Holiday Pay - Full-time employees will accrue 3.69 hours per pay period, which will be paid out each pay period at the employee's current hourly rate.

(6) Uniform Allowance - Employees shall receive uniform allowance as follows:
Sworn Personnel - $1,250.00
Dispatch and CSO Personnel - $1,000.00
Motorcycle Officers - 1 pair of Police motorcycle boots, 2 pairs of Police motorcycle pants, 1 Police motorcycle leather jacket, 2 sets of riding gloves (1 cold weather and 1 warm set) and Protective eyeglasses (not to exceed $150.00)
Bicycle Patrol - Gloves, Helmet, Padded Shorts, Padded Pants, Protective Eyeglasses, Pedal Retention Devices, and Inclement Weather Clothing

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA POLICE OFFICERS' ASSOCIATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

July 1, 2022 – June 30, 2025

Adopted on June 13, 2017 - July 1, 2017 – June 30, 2022
First Amendment - Adopted on February 11, 2020
Second Amendment - Adopted on July 14, 2020 – July 1, 2020 – June 30, 2022
Third Amendment - Adopted on June 28, 2022 – July 1, 2022 – June 30, 2025
Fourth Amendment – Adopted om November 12, 2024 – July 1, 2022 – June 30, 2025

ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Police Officers' Association, hereinafter referred to as "Association," pursuant to California Government Code Section 3500 et seq. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2
RECOGNITION

2.1 The City of St. Helena recognizes the Association as the recognized and exclusive representative for the following classifications: Police Officer, Police Corporal, Police Sergeant, Dispatcher, Property & Evidence Technician, Community Service Officer, and Police Officer Trainee.

2.2 This recognition is exclusive of (1) management employees, (2) temporary employees and (3) part-time employees.

2.3 (a) The term "Peace Officer" is defined as any member who is a full-time sworn personnel per 830.1 PC.

(b) The term "Dispatcher" is defined as any member who is a full-time Dispatcher, full-time Property & Evidence Technician and/or % time Community Service Officer (CSO).

(c) The term “Police Officer Trainee” is defined as any member who is a full-time non-sworn police trainee.

ARTICLE 3
ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

3.1 Reasonable advance notice of any City ordinance, rule, resolution or regulation directly relating to matters within the scope of this MOU.

3.2 Reasonable use of one bulletin board at the Police Department.

3.3 The right to payroll deductions made for payment of Association dues and for City-approved programs.

3.4 The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.

3.5 The use of City facilities for regular, normal and lawful Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3.6 Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the Police department or with established safety or security requirements.

ARTICLE 4
CITY RIGHTS

To insure that the City is able to carry out its constitutional and statutory functions and responsibilities, the City retains its rights, including but not limited to the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work in accord with past practice; to expand or diminish services; to subcontract any work or operations in accord with its past practice as necessary to maintain public safety; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Grievance Defined: A grievance is a formal allegation by a member of the Association who has been adversely affected by an alleged violation of the specific provisions of the MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

5.2 Procedure:

Step 1: Informal Discussion. Within ten (10) calendar days of the occurrence of an act in dispute, an employee shall discuss it with his or her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the employee an

oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, she or he may proceed to the next step.

Step 2: Department Head's Determination. Any dispute not resolved at Step 1 may be submitted to the Police Chief or his designee in writing within ten (10) calendar days after the supervisor's response citing the specific provision of this Agreement in dispute. A copy shall be provided to the immediate supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee by the Police Chief or his designee who shall attempt to resolve the matter. The Police Chief or his designee shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

Step 3: City Manager Review. Any dispute not resolved at Step 2 may be submitted in writing, with copies of Step 2 response, within five (5) calendar days after the Police Chiefs or his designee's response, to the City Manager. In the event that a dispute is referred to the City Manager, he or she shall schedule a meeting within five (5) calendar days with the employee to discuss the matter. After consideration of the facts, the City Manager shall give his or her written decision to the employee within five (5) calendar days after the meeting.

Step 4: City Council Review. If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options:

1. Refuse to hear the appeal, or

2. Make a decision on the documentation submitted, or

3. Hold a hearing after which they shall make a decision. The decision of the City Council shall be final.

ARTICLE 6
HOURS OF WORK

6.1 Work Week. The work week for full time personnel will be defined by the FLSA public safety definition. The City and the POA recognize this to mean employees will work 160 hours in a 28 day period. The current schedule is a 12-hour shift schedule. Other schedules may be implemented should this need occur. The City will explore with the POA alternative schedules to meet the operating needs of the department.

6.2 Shift Change Notification. The Department shall make every effort to maintain the employee's scheduled days off on a consistent basis during the posted four (4) month rotation period. Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

6.3 Meal Times. Meal time for shift employees and non-shift employees is thirty (30) minutes.

6.4 Meal Time Call-Out for Shift Employees. Shift personnel receive meal time as paid time and shall be subject to call-out during the meal time.

6.5 Rest Periods. Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as meal time.

6.6 Missed Rest Periods and Meal Times. For shift employees, since meal time and rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

6.7 Definition of Shift Employees. Shift employees are those assigned to positions, the duties of which are performed on a 24-hour a day, 7-day a week basis, and include Police Officer, Police Corporal Police Sergeant, Community Service Officer, Dispatcher/Clerk and Police Officer Trainee.

6.8 Graveyard Shift. Effective the first full pay period in July 2023, shift employees assigned to work the graveyard shift (6:00 p.m. to 6:00 a.m.) will receive shift differential pay in the amount of two (2) percent of base pay for assignment to the “graveyard” shift.. “”

6.9 The City shall maintain the “two on-two off’ system during shift rotations to the best of the City’s ability and based on available staffing. This article shall be open to meet and confer.

ARTICLE 7
OVERTIME

7.1 Hours Paid. Employees will be paid regular pay for working their regular assigned hours. Employees will be paid overtime at the rate of time and one-half for all hours worked in excess of their regular scheduled hours on a given day or for hours worked in excess of FLSA standards for public safety employees. An example of this would include an employee that is regularly assigned to a 12-hour shift would be paid overtime should their work day exceed 12 hours. Employees assigned on a 3/4 time basis or employees assigned to an 8 hour day will be paid overtime should their work day exceed 8 hours.

7.2 Overtime

A. Regular Overtime Rate. Employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g., longevity, special duty, educational compensation).

B. Minimum Units of Overtime. Overtime is recorded and paid on the basis of fifteen (15) minute increments (rounded up or down) to the nearest fifteen (15) minute increment. As an example, working seven (7) minutes beyond/before a shift would equal no paid overtime, while working eight (8) minutes beyond/before a shift would equal fifteen (15) minutes of overtime paid to that employee.

7.3 Hours Worked. Holidays, vacation, compensatory time off and sick leave shall constitute hours worked for the purposes of computing overtime.

7.4 Compensatory Time Off. Notwithstanding the provisions of this section, police employees may be granted compensatory time off for overtime credit, at the discretion of the Police Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.

7.5 Scheduling Compensatory Time Off. Requests to use compensatory time off shall be granted with due regard for operational necessity, such as staffing levels. Employees requesting CTO will submit a request to the scheduling supervisor. If granting the CTO request creates the need for coverage, a sign-up will be posted, if no employee signs up to work 72 hours prior to the requested leave, the CTO request will be denied.

7.6 Department Meetings. All department meetings called by the Chief attended by police employees on off-duty time shall be paid overtime at the rate of time and one-half.

7.7 Call Back Pay. Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 +1/2) of the employee's regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.

7.8 Court Time Pay. Employees who are subpoenaed to appear in court, at a time when they are not working, about events arising out of their employment, shall be compensated at the rate of time and one-half (1 +1/2) of the employee's regular rate of pay. If such court appearance neither begins nor ends contiguous to the employee's scheduled shift, the employee will be compensated for a minimum of three (3) hours for each required appearance. Employees who have been subpoenaed to appear, and are cancelled from such appearance with less than forty-eight (48) hours notice, shall receive two (2) hours pay at their overtime rate.

7.9 Vacation Call Back. An employee called in to work during his or her regularly scheduled vacation period shall be compensated at a rate of one and one-half (1+ ½) times her or his regular rate of pay for all time worked.

7.10 Double-back Pay. When an employee is required to work two scheduled shifts within any twenty-four hour period, the first two hours of the second shift period worked will be at the overtime rate, provided that this provision shall not apply in any situation when the scheduling was done for the convenience of the employee or as a result of a "shift swap."

7.11 Training Travel.

A. Employees assigned to training will have their normal work hours adjusted to reflect work hours of 8:00 a.m. to 5:00 p.m. with one hour off for lunch. The first and last day of class will reflect a ten hour work day (1/2 hour travel each direction and one hour for lunch are not compensated.) If the first or last day of training is less than ten hours the employee shall have the option of completing the work day at SHPD, or taking compensatory time off. Travel time is considered portal to portal.

B. If travel to a training site occurs during non-normal working hours, or on a scheduled day off, the employee shall be compensated at time and one half (1 + ½).

C. Employees will not be compensated for travel to pick-up or drop off a city vehicle.

D. Subsistence reimbursement will be according to P.O.S.T. guidelines. No receipts are required. If a motel room is unavailable at the P.O.S.T. rate, the difference will be reimbursed based upon receipts, single occupancy, government rates. Lodging will not be reimbursed for the night prior to start of training, if training is within a 30-mile radius of point of departure. (refer map, Appendix D)

ARTICLE 8
SALARY

8.1 Effective July 1, 2022, all bargaining unit members shall receive a Cost of Living (COLA) increase of five (5) percent.

Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a floor of three (3) percent and a ceiling of five (5) percent.

8.2 Equity Adjustment. The City will provide equity adjustments for POA represented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 8.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each POA position as of May 2022.

Chart 1

Position Title	% out of 95% Market Median
Community Services Officer	No comparable
Dispatch Supervisor	-21.7%
Dispatcher	-16.6%
Police Lieutenant/Commander	-23%
Police Officer	-25.4%
Sergeant	-23.3%

Equity adjustments will take place every six (6) months until each classification is within the range and will be as follows:

- 7/1/22 – Equity Adjustment of two and one-half (2 ½) percent
- 1/1/23 – Equity Adjustment of two (2) percent
- 7/1/23 – Equity Adjustment of two (2) percent
- 1/1/24 – Equity Adjustment of two (2) percent
- 7/1/24 – Equity Adjustment of two (2) percent
- 1/1/25 – Equity Adjustment of two (2) percent

ARTICLE 9
INCENTIVE PAY

9.1 Additional monthly salary compensation shall be received by an employee attaining POST Certificates, as follows:

POST Intermediate Certificate	$100.00
POST Advanced Certificate	$200.00
POST Records Supervisor Certificate	$100.00

Effective the first full per period in July 2024, additional monthly salary received by an employee attaining POST Certificates shall be as follows:

POST Intermediate Certificate	$150.00
POST Advanced Certificate	$275.00

POST Records Supervisor Certificate $150.00

9.2 Employees who are fluent in both English and Spanish, both verbal and written, will receive incentive pay in the amount of five (5) percent of his or her base salary. Fluency is determined through an interview and written examples that demonstrate this skill. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

9.3 Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of additional $150.00 per month. Competency at this level is determined through a demonstration of this skill to a community panel as selected by the Chief of Police. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

ARTICLE 10
LONGEVITY

Longevity pay shall be granted to any permanent employee on his or her fifth anniversary of continuous employment at the rate of two and one-half (2 ½) percent of present salary. At her/his tenth anniversary, the percentage increment shall be five (5) percent; at the fifteenth-year anniversary, the percentage increment shall be seven and one-half (7 ½) percent; at the twentieth year anniversary and thereafter, the increment shall be ten (10) percent.

ARTICLE 11
SPECIAL ASSIGNMENT

11.1 An officer, while assigned to the position of Motorcycle Officer, Range Master or Reserve Coordinator with at least six (6) regularly working reserve officers under supervision, shall receive additional compensation of $200.00 per month. This shall be part of the regular pay.

11.2 Officers or Dispatchers assigned as a Field Training Officers or Communication Training Officer shall receive an additional seven (7) percent of their daily salary, per day, while assigned to the trainee.

11.3 A Dispatcher designated as Records Coordinator shall receive additional compensation of five (5) percent of his or her regular salary.

11.4 Officers working special duty for film making or similar work, which work is paid for by a film production company or similar enterprise, shall be paid for a minimum of four hours at the regular overtime rate.

11.5 Officers, while assigned to the Investigator position, School Resource Officer, or K-9 Handler shall receive an additional compensation of three (3) percent of base salary when acting as an Investigator, School Resource Officer, or K-9 Handler.

11.6 Police service dog handler is paid for through the Citizens' Option for Public Safety (COPS). This program continues as long as funds from this program is available.

1. A Police service Dog handler ("Handler") who is regularly assigned the responsibility for the care, shelter and feeding of a police Dog shall be indemnified by the CITY for all such costs. Expenses related to the care, shelter and feeding of a police Dog include the following: medical costs, veterinarian costs, food, construction and maintenance of a shelter, and kennel costs during the Handler's vacation.

2. Handler shall be compensated in accordance with the POA Memorandum of Understanding for attendance at monthly training sessions related to their assigned police Dog.

3. All expenses provided for by the CITY under Section 1 shall be pre-approved by the Chief of Police or his designate before such reimbursement will be granted to the Handler, and the Handler shall furnish proof to the satisfaction of the CITY for such expenditure.

4. Handlers shall be of the rank Police Officer. The assignment shall be voluntary. Once accepted for the assignment, the Handler shall remain subject to all Police Department regulations, except as provided herein.

5. The police Dog is the property of the City of St. Helena. The Handler may voluntarily keep the police Dog at his/her place of residence, subject to recall by the CITY.

6. The Handler is responsible for the care and feeding of the police Dog. If at any time the Handler is unable to use the police Dog because of its poor health, which is due to the Handler's negligence, the Handler may be disciplined, removed from the canine program, and the police Dog removed from the Handler's custody. If at any time the police Dog is forced to be retired from police service because of its poor health, which is due to the Handlers negligence, seek damages from the Handler for the lost value of the remaining years, or fraction thereof, of expected service of the police Dog. The damages to which the CITY will be entitled to is the sum of $10,344.00. Multiplied by a fraction, the numerator of which is the remaining years or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is expected years of service of a police Dog.

7. Upon termination of employment with the CITY or participation in the canine program, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY. The purchase price shall be the sum of $10,344.00, multiplied by a fraction, the numerator of which is the remaining years, or fraction thereof, of expected

service of the police Dog and the denominator four (4) years; that is, the expected years of service of the police Dog. When the police Dog is retired from service due to age, health or injury, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY for $1.00. Upon purchase of a police Dog by the Handler, the CITY thereby relinquishes all control over the care, feeding and maintenance of the police Dog and any responsibility to pay for such services, including the payment of compensation to the Handler under this Agreement, as well as any liability for the actions of the police Dog. Any and all such control, responsibility, and liability for the police Dog will be assumed by the Handler on the day of the purchase.

8. For purposes of this section, the date upon which the police Dog is first put into active duty with its Hander shall be the date from which the expected years of service of the police Dog shall commence.

9. The handler is authorized to drive a marked police car, equipped with a canine cage, between home and work. In addition to other City or Department policies regarding use of vehicles, the following provisions apply:

   a) Vehicle shall be used for official City business only. When commuting, the handler shall not deviate from a direct path between home and work or stop enroute for personal business.

   b) Handler must have his valid driver license and department ID in his possession when operating the vehicle. (The Police Department uniform will be considered department ID.)

   c) Only law enforcement personnel will operate the vehicle.

   d) When handler is on vacation or other leave, or is on a trip away from home, the City vehicle must be left at the Police Department.

   e) When commuting, the handler will not engage in law enforcement activity when outside the St. Helena City limits, unless requested to assist another agency. It is appropriate for the handler to use the police radio to advise another jurisdiction of observed criminal violations.

      1) This subsection does not apply should the handler witness a felony or serious incident where a person's safety is at risk. As soon as practical, the handler shall notify the agency of jurisdiction.

10. CITY will compensate EMPLOYEE for feeding, grooming, and general care of the Dog. It is estimated that the time spent on non-police work care of the Dog averages approximately sixty (60) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The hours are compensated at the California prevailing minimum wage at the overtime

rate of time and a half. As of January 1, 2022, the minimum wage is $15.00 per hour which equals $22.50 per hour at time and a half. At this rate, the EMPLOYEE will be paid $22.50 per hour times 365 (days in the year) divided by the number of paychecks in the year (24), excluding the 3rd paycheck of the month which occurs twice annually. This rate calculates to $342.19 per paycheck.

As the prevailing minimum wage is adjusted, the same calculations shown above will be used to determine the new pay per paycheck.

ARTICLE 12
EDUCATIONAL REIMBURSEMENT

Each employee is eligible for reimbursement for up to a maximum of $300.00 during any fiscal year for tuition and fees for Spanish language classes at Napa Valley College (or approved equivalent institution) that will aid the employee in the performance of his or her duties. Reimbursement will be paid upon obtaining a passing grade or a certificate of completion. These classes are scheduled on the employees own time and are not considered on-duty hours.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to $1,500 per fiscal year for expenses incurred for education for which the employee earns college credits from an accredited college, which would promote professional development. The program is voluntary.

ARTICLE 13
SICK LEAVE

13.1 Accrual. Sick leave with pay shall accrue to employees in the classified service at the rate of one work day for every calendar month of service, with no limit to accumulated time.

13.2 Administration. An employee who must absent himself/herself from work shall notify his/her immediate superior or department head at least two hours prior to the beginning of his/her shift, unless circumstances of the illness prevents such advance notice, but in no case later than the start of the his/her tour of duty and may be required to provide a physician's certificate for absence due to illnesses of more than three working days or at the request of the department head. Any employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine the state of the employee's health.

13.3 Reasons for Granting. Sick leave shall be granted to eligible employees in the following cases:

A. Personal illness or incapacity resulting from causes beyond the employee's control;

B. Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse, or child) and of sufficient nature to require his or her personal care and attention and only until other adequate arrangements can be made.

C. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.

13.4 Sick Leave Abuse. When it is determined by investigation that sufficient evidence exists to demonstrate an employee has or is abusing the sick leave privilege, the Department Head, upon approval by the City Manager, may suspend that employee's use of the sick leave benefit for such period of time as is determined necessary to deter future abuse, which may be in addition to any other disciplinary action that may be appropriate.

13.5 All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service, provided that if such separation is by layoff, this accumulated eligibility shall be restored to him/her in whole by the City Manager upon reemployment.

13.6 Employees who are on authorized vacation or holiday leave and become ill, or are otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided satisfactory evidence is presented to the City Manager indicating the total number of days to be so charged.

13.7 Sick Leave Accrual Incentive.

A. Upon separation in good standing from employment with ten years of service to the City, the City will pay an employee for unused sick leave in the following amount: the total number of hours of sick leave accumulated, multiplied by the hourly rate of pay of the employee at the time of separation, divided by two.

B. Retiring employees have the option that the number of hours of accumulated sick leave times the hourly rate of the employee at the time of retirement may be applied towards health insurance premiums until such amount is depleted. Insurance premiums paid under this provision may apply towards any health or dental insurance policy normally available to employees, subject to any limitations imposed by the insurance company. Such policies may include coverage of dependents of the employee.

C. Effective July 1, 2020, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversation or payout benefits described in Section 13.7 of the MOU beginning July 1, 2020. Those employees who have accrued hours eligible for this benefit on or before June 30,

2020 will have such eligible hours placed in a separate bank and will be permitted to convert them in accordance with the provisions of Section 13.7.

ARTICLE 14
VACATION LEAVE

14.1 Eligibility. Employees shall be entitled to annual full or prorated vacation leave with pay except employees who have served less than six months in the service of the City.

14.2 Earning and Accrual Rates. Vacation shall be earned and accrued by regular employees at the following rates:

A. Full time Sworn Officers shall earn and accrue vacation at the rate of no less than fifteen days per year; non-sworn full time Police Officer Trainee, Dispatchers, Property & Evidence Technician, and Community Service Officers shall earn and accrue vacation at the rate of no less than ten days per year.

B. After six years of continuous employment, Sworn Officers, Dispatchers, Property & Evidence Technician, and Community Service Officer will earn and accrue vacation at the rate of sixteen days per year, and the rate of earning and accrual shall increase after each additional full year of employment to a maximum accrual rate of twenty days per year.

14.3 Vacation may be taken the first day following the completion of six months service but not in units of less than two hours.

14.4 If operating necessities are such that an employee cannot take all of her or his accrued vacation within an accrual year, the balance may be carried forward to the next year, however, the maximum accumulation of vacation leave shall be 45 days. For purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.

14.5 Employees separated from City service shall be paid a lump sum for all vacation accrued prior to separation.

14.6 Effective July 1, 2017, every permanent employee shall be allowed to cash out up to 40 hours of accrued vacation leave per calendar year provided the employee maintains a minimum of 80 hours in his/her vacation leave bank. Eligible employees may cash out vacation leave pursuant to this subsection once per year by submitting a request to the Human Resources Department no later than December 15.

ARTICLE 15
SCHEDULING PAID LEAVE

Vacation and holiday time off shall be scheduled by seniority choice. A "time off request sheet" (includes holiday and vacation credit) shall be posted in December of each year to solicit "requests for time off." Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests shall be granted based upon legitimate operating needs and not unreasonably denied. Changes to the schedule during the year shall be subject to the approval of the Police Chief or his designee. "Bumping" is not permitted without the consent of the affected employee.

ARTICLE 16
HOLIDAYS

16.1 In lieu of holiday time off, employees shall receive additional holiday compensation on a prorated basis on each paycheck, for a total of twenty-six (26) paychecks annually, for the hours of twelve (12) recognized city holidays. Member's compensation for holidays shall be computed in the same fashion as is the rate of pay for vacation.

16.2 Holiday accrual: Full time employees 3.69 hours per pay period.

Part time (3/4 time) employees 2.77 hours per pay period.

One Floating Holiday - Unspecified Personal Convenience Holiday

Three Additional Floating Holidays - Employees continuously employed by the City for at least five years shall be granted three additional Unspecified Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue.

16.3 Non-shift employees shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

ARTICLE 17
BEREAVEMENT LEAVE

Employees shall be allowed a leave of absence on full pay, for up to seven calendar days when the absence is due to a death in the immediate family. Those in the immediate family are: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 18
MATERNITY LEAVE

The City Manager may grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Such request shall be accompanied by a recommendation and explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. Employee benefits will continue to be paid by the City during approved short-term leave.

ARTICLE 19
JURY LEAVE

19.1 Employees called as trial jurors shall be entitled to absent themselves from duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's full salary and any payment received for jury service, except travel pay.

19.2 Employees assigned to swing and graveyard shifts may be temporarily assigned to day shift. If such employee is released from jury duty after serving less than their shift hours, inclusive of meal and driving time, such employee may be required to report to the Police Department to serve the remainder of their shift. Employees may also use vacation or CTO to complete the remainder of the shift. Such shift assignment may be made by the Chief of Police in due consideration of operational need and circumstances.

ARTICLE 20
ADMINISTRATIVE LEAVE

An employee who is determined to be disabled and unable to perform his or her normal duties may, at the discretion of the City Manager, be assigned to be on Administrative Leave. During such Administrative Leave, the employee may be assigned to have "normal" work hours of 9:00 a.m. to 5:00 p.m. and days off of Saturday and Sunday. If any fixed holidays occur during the time of disability, the employee will be assumed to be "off on holiday" and will not receive additional pay for the holiday. During the period of assignment to Administrative Leave, the employee may be required to testify in court or perform other functions the employee is capable of performing.

ARTICLE 21
HEALTH AND WELFARE INSURANCE AND BENEFITS

21.1 Health Insurance:

A. The City will pay for health insurance coverage for the employee and all dependents. Employees hired prior to July 1, 1990 who have no dependents will receive a salary supplement of $65 per month in lieu of the dependent coverage. It is the City's intent that during the term of this MOU, medical benefits shall remain at the current level.

B. Effective July 1, 2005, deductible rates for employees were changed to lower the increases in health costs.

C. In the event City's health insurance premiums increase more than five percent (5%) on July 1 of any given year, the city can amend the health plan to the next higher deductible tier to offset costs. In the event the health insurance premiums increase more than fifteen percent (15%) after deductibles have been amended, the members agree to split the cost increase 75%/25%, with the employee paying 25%.

D. In order to bring employees in this bargaining unit to parity with other City employees in terms of the applicable deductibles in health plans offered, effective July 1, 2017, the City will change the Anthem health insurance plan provided to employees from the $500 deductible plan to the $250 deductible plan. The City may make future changes in deductibles to this and other plans as specified in Section 21.1(C).

21.2 Dental Insurance: The City will pay for each employee the full premium for Dental Insurance Benefits covering the employee and all dependent family members.

21.3 Life Insurance: The City will pay for each employee the full premium for term life insurance in the amount of $25,000. The employee will have the option to purchase additional insurance up to an additional $20,000.

21.4 Disability Insurance: The City will pay for each employee the full premium for a disability insurance plan covering the employee.

21.5 Effective July 1, 2017 subject to REMIF approval, the City will obtain and pay the full premium for a REMIF vision plan for all full-time employees and their dependent family members.

21.6 Physical Fitness: During shifts when staffing is available and at the discretion of the Chief of Police or on-duty supervisor, officers, Supervisors and Non-sworn Staff shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour and is only during lunch breaks

ARTICLE 22
UNIFORM ALLOWANCE

22.1 Employees shall receive an annual uniform allowance as follows:

Sworn Personnel $1,250.00

Police Officer Trainee, Dispatch, Property & Evidence Technician, and CSO Personnel: $1,000.00

22.2 The Uniform Allowance will be paid out proportionately with each of the twenty-six (26) paychecks..

22.3 Officers assigned to motorcycle duties shall be issued:

1) 1 pair of Police motorcycle boots
2) 2 pairs of Police motorcycle pants
3) 1 Police motorcycle leather jacket
4) 2 sets of riding gloves (1 cold weather and 1 warm set)
5) Protective eyeglasses (not to exceed $150.00)

22.4 Officers assigned by the Chief of Police to bicycle patrol shall be issued appropriate safety equipment to include:

1) Gloves
2) Helmet
3) Padded shorts
4) Padded Pants
5) Protective Eyeglasses
6) Pedal retention devices
7) Inclement weather clothing.

Officers assigned to bicycle patrol must agree to a regular assignment of bicycle duty prior to appointment to this position.

ARTICLE 23
LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three months. No such leave shall be granted except upon written request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department heads may grant a permanent or probationary employee leave of absence without pay for time not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer.

ARTICLE 24
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

24.1 Sworn Personnel

24.1.1 The City shall enroll all eligible sworn employees in a retirement plan provided by the Public Employees' Retirement System that conforms to the State Required PEPRA laws. Employees hired into a PERS retirement system before January 1, 2013 will be considered "Classic" employees. Employees hired into a PERS retirement system, for the first time, or after a six-month separation, on January 1, 2013 or after will be considered "New" employees.

24.1.2 "Classic" employees' retirement benefits will be computed at three percent of salary for each year of service, for retirement at age fifty, supplemental to Social Security, and based on the single highest year's salary.

a. Member Contributions – Employees covered by section 24.1.2 shall continue to pay, through payroll deduction, the full 9.0% member contribution rate.

24.1.3 "New" employees' retirement benefits will be computed at 2.7 percent of salary for each year of service, for retirement at age fifty-seven, supplemental to Social Security, and based on a three-year average (of the three highest years of salary).

a. Member Contributions – As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by section 24.1.3 shall continue to pay, through payroll deduction, fifty percent (50%) of normal costs.

24.2 Non-Sworn Personnel

24.2.1 The City will enroll non-sworn employees in a retirement plan provided by the Public Employees' Retirement System with the same benefits provided to miscellaneous employees of the City.

24.2.2 "Classic" Tier One employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age fifty-five, supplemental to Social Security, and based on the highest twelve (12) consecutive month period as specified by Government Code Section 20042.

a. Member Contributions – Employees covered by section 24.2.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution rate.

24.2.3 "Classic" Tier Two employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age sixty, supplemental to Social Security, and based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

a. Section 24.2.3 shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, Section 24.2.3 shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02 (c) and related CalPERS reciprocity (Classic Member) requirements.

b. Member Contributions – Employees covered by section 24.2.3 shall continue to pay, through payroll deduction, the full 7.0% member contribution rate.

24.2.4 "New" employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age sixty-two, supplemental to Social Security, and based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

a. Member Contributions – As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by section 24.2.4 shall continue to pay, through payroll deduction, fifty percent (50%) of normal costs.

ARTICLE 25
SHIFT SWAPS

The practice of shift swaps and absence without relief will be permitted, subject in each instance to the approval of the Police Chief or his designated representative. Shift swaps shall be rank for

rank, exceptions permitted only by the Police Chief, and absence without relief shall be without pay.

ARTICLE 26
DISCIPLINARY ACTION

26.1 Disciplinary Authority

A. The Chief of Police shall have the right, for reasonable cause, to reprimand or suspend without pay for up to and including three (3) calendar days any regular employee.

B. The City Manager shall have the right, for reasonable cause and for any regular employee to:

1. demote,

2. dismiss,

3. reduce in pay, or

4. suspend without pay for up to thirty (30) calendar days.

26.2 Discipline Procedure

A. An authorized departmental manager or supervisor proposing that action be taken shall provide the employee with written notice of the proposed action. The written notice shall contain the date it is intended to be effective, the charge(s) and facts on which the proposed action is based and notification that the employee is entitled to respond to the charges in writing to the Chief of Police or his designee within seven (7) calendar days of receipt of notification. Failure of the employee to make a written response or request will constitute waiver of the right to respond. Further, the employee shall be provided with the relevant written materials, written reports and documents considered by the responsible authority in reaching his/her decision to propose the action.

B. The City Manager will hear employee's responses on all contemplated disciplinary actions which propose a penalty more severe than a three day suspension without pay. The Chief of Police will hear those responses where less severe discipline is proposed.

C. If the employee elects to respond in person, a meeting shall be scheduled with the City Manager or Chief of Police, whichever is applicable, at which time the employee shall be given the opportunity to respond to the proposed action. The

employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

D. If after the above procedure discipline is implemented, a written notice of discipline shall be served upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

E. The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

F. The provisions of the Article shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

26.3 Appeal

A. Right of Appeal: When formal disciplinary action has been taken by the City Manager or Chief of Police and the employee has received written notification of the action, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.

B. Appeal Procedure: A regular employee who has been demoted, dismissed, reduced in pay or significantly suspended without pay (excess of one day), may appeal to the City Council within fourteen (14) calendar days after having been furnished a copy of the notice of discipline by filing a written answer to charges and requesting a hearing with an impartial arbitrator thereon. Upon receipt by the City Council of the request for a hearing with an arbitrator, the City Council will initiate the hearing procedure.

C. Hearing Procedure:

1. Appointment of Arbitrator

a) The parties to the selection of the arbitrator shall be the City and the employee, who may be represented by the Association, by independent counsel or by him or herself.

b) An arbitrator shall be selected jointly by the parties within fourteen calendar days of receipt by the City Manager of the request for such arbitration from the employee.

c) In the event the parties are unable to agree on an arbitrator within the fourteen day period, the City shall solicit from the State of California Mediation / Conciliation Service a list of seven arbitrators. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrator's names from the list until one arbitrator remains.

d) If the arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated, unless the parties can otherwise mutually agree on an arbitrator.

e) The cost of the impartial arbitrator will be shared, with one-half being paid by the City and one-half being paid by the Association or the individual employee.

2. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.

3. The hearing shall be conducted in the manner most conducive to determination of the truth, and the arbitrator shall not be bound by technical rules of evidence.

4. The arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. The arbitrator shall base his/her finding on the preponderance of evidence.

5. Each side will be permitted an opening statement and closing argument. The City shall first present their witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.

6. A court reporter will be retained by the City to take a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay the necessary costs.

7. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.

8. Both the City and the employee may be represented by legal counsel.

9. The arbitrator shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The arbitrator may consider the records of any relevant prior disciplinary actions against the employee which are final.

10. The arbitrator may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to him/her reaching a fair and proper decision.

11. The arbitrator shall prepare a recommended decision and forward it to the City Council after the matter of appeal was taken under submission by the arbitrator. The recommended decision shall set forth which charges the arbitrator sustains or does not sustain and the reasons therefore.

12. After receiving the recommendation of the arbitrator, the City Council may sustain or reject any or all of the charges filed against the employee. The City Council may sustain, reject or modify disciplinary action invoked against the employee.

ARTICLE 27
LAYOFF PROCEDURE

27.1 In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. The order of layoff shall be:

a) Part-time and temporary employees in the affected classification shall be separated first.

b) Probationary employees in the affected classification shall be separated next.

c) Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.

27.2 An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is a position in which the employee formerly held permanent status. The employee must exercise his or her displacement rights in writing within five (5) working days from receipt of layoff notification.

27.3 When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.

27.4 Should there be a vacancy in the classification from which an employee was laid off within twelve (12) months, the employee shall be eligible for reinstatement. Reinstatement shall be in the reverse order of layoff.

ARTICLE 28
SEPARABILITY

Notwithstanding any provisions of this Agreement to the contrary, in the event that any article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles or Subsections thereof affected. All other provisions of this agreement shall continue in full force and effect.

ARTICLE 29
TERM

The term of this agreement shall commence on its ratification by the City and the Association and expire on June 30, 2025.

APPROVALS

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

ST. HELENA POLICE OFFICERS' ASSOCIATION

_____
Louis Montelli~~Melissa Brown~~, President

CITY OF ST. HELENA

_____
Anil Comelo~~James McCann~~, ~~Interim~~ City Manager

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. HELENA POLICE OFFICERS' ASSOCIATION

AND

CITY OF ST. HELENA

FOR THE PERIOD

July 1, 2022 – June 30, 2025

Adopted on June 13, 2017 - July 1, 2017 – June 30, 2022
First Amendment - Adopted on February 11, 2020
Second Amendment - Adopted on July 14, 2020 – July 1, 2020 – June 30, 2022
Third Amendment - Adopted on June 28, 2022 – July 1, 2022 – June 30, 2025
Fourth Amendment – Adopted om November 12, 2024 – July 1, 2022 – June 30, 2025

ARTICLE 1
PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of St. Helena, hereinafter referred to as "City," and the St. Helena Police Officers' Association, hereinafter referred to as "Association," pursuant to California Government Code Section 3500 et seq. The purpose of this Memorandum of Understanding is the establishment of rates of compensation, hours of work and other terms and conditions of employment.

ARTICLE 2
RECOGNITION

2.1 The City of St. Helena recognizes the Association as the recognized and exclusive representative for the following classifications: Police Officer, Police Corporal, Police Sergeant, Dispatcher, Property & Evidence Technician, Community Service Officer, and Police Officer Trainee.

2.2 This recognition is exclusive of (1) management employees, (2) temporary employees and (3) part-time employees.

2.3 (a) The term "Peace Officer" is defined as any member who is a full-time sworn personnel per 830.1 PC.

(b) The term "Dispatcher" is defined as any member who is a full-time Dispatcher, full-time Property & Evidence Technician and/or % time Community Service Officer (CSO).

(c) The term “Police Officer Trainee” is defined as any member who is a full-time non-sworn police trainee.

ARTICLE 3
ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

3.1 Reasonable advance notice of any City ordinance, rule, resolution or regulation directly relating to matters within the scope of this MOU.

3.2 Reasonable use of one bulletin board at the Police Department.

3.3 The right to payroll deductions made for payment of Association dues and for City-approved programs.

3.4 The right to represent its members before the City Council or the City Council's designee with regard to wages, hours and other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.

3.5 The use of City facilities for regular, normal and lawful Association activities, providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.

3.6 Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the operations of the Police department or with established safety or security requirements.

ARTICLE 4
CITY RIGHTS

To insure that the City is able to carry out its constitutional and statutory functions and responsibilities, the City retains its rights, including but not limited to the right to direct the work force; to select and determine the number of employees and skills required; to determine job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with requirements of the City; to establish and change work schedules and assignments; to lay off employees for lack of work in accord with past practice; to expand or diminish services; to subcontract any work or operations in accord with its past practice as necessary to maintain public safety; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Grievance Defined: A grievance is a formal allegation by a member of the Association who has been adversely affected by an alleged violation of the specific provisions of the MOU during its term, excluding all City ordinances, resolutions, rules and regulations, the subject of which are not specifically covered by the provisions of this MOU. This grievance procedure shall not apply to discipline. This grievance procedure shall be the exclusive means of resolving contract grievances of employees covered by this MOU.

5.2 Procedure:

Step 1: Informal Discussion. Within ten (10) calendar days of the occurrence of an act in dispute, an employee shall discuss it with his or her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the employee an

oral reply within five (5) calendar days after the discussion. If the employee is not satisfied with the response, she or he may proceed to the next step.

Step 2: Department Head's Determination. Any dispute not resolved at Step 1 may be submitted to the Police Chief or his designee in writing within ten (10) calendar days after the supervisor's response citing the specific provision of this Agreement in dispute. A copy shall be provided to the immediate supervisor. Within five (5) calendar days thereafter, a meeting shall be scheduled with the employee by the Police Chief or his designee who shall attempt to resolve the matter. The Police Chief or his designee shall give the employee a written reply within five (5) calendar days after such meeting. If the employee is not satisfied with the response, he or she may proceed to the next step.

Step 3: City Manager Review. Any dispute not resolved at Step 2 may be submitted in writing, with copies of Step 2 response, within five (5) calendar days after the Police Chiefs or his designee's response, to the City Manager. In the event that a dispute is referred to the City Manager, he or she shall schedule a meeting within five (5) calendar days with the employee to discuss the matter. After consideration of the facts, the City Manager shall give his or her written decision to the employee within five (5) calendar days after the meeting.

Step 4: City Council Review. If the employee is not satisfied with the decision, the employee may request a hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of the City Manager's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days. The matter may be heard in open or closed session as permitted by law. The City Council shall have the following options:

1. Refuse to hear the appeal, or

2. Make a decision on the documentation submitted, or

3. Hold a hearing after which they shall make a decision. The decision of the City Council shall be final.

ARTICLE 6
HOURS OF WORK

6.1 Work Week. The work week for full time personnel will be defined by the FLSA public safety definition. The City and the POA recognize this to mean employees will work 160 hours in a 28 day period. The current schedule is a 12-hour shift schedule. Other schedules may be implemented should this need occur. The City will explore with the POA alternative schedules to meet the operating needs of the department.

6.2 Shift Change Notification. The Department shall make every effort to maintain the employee's scheduled days off on a consistent basis during the posted four (4) month rotation period. Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

6.3 Meal Times. Meal time for shift employees and non-shift employees is thirty (30) minutes.

6.4 Meal Time Call-Out for Shift Employees. Shift personnel receive meal time as paid time and shall be subject to call-out during the meal time.

6.5 Rest Periods. Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as meal time.

6.6 Missed Rest Periods and Meal Times. For shift employees, since meal time and rest periods are paid time, nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

6.7 Definition of Shift Employees. Shift employees are those assigned to positions, the duties of which are performed on a 24-hour a day, 7-day a week basis, and include Police Officer, Police Corporal Police Sergeant, Community Service Officer, Dispatcher/Clerk and Police Officer Trainee.

6.8 Graveyard Shift. Effective the first full pay period in July 2023, shift employees assigned to work the graveyard shift (6:00 p.m. to 6:00 a.m.) will receive shift differential pay in the amount of two (2) percent of base pay for assignment to the “graveyard” shift.. “”

6.9 The City shall maintain the “two on-two off’ system during shift rotations to the best of the City’s ability and based on available staffing. This article shall be open to meet and confer.

ARTICLE 7
OVERTIME

7.1 Hours Paid. Employees will be paid regular pay for working their regular assigned hours. Employees will be paid overtime at the rate of time and one-half for all hours worked in excess of their regular scheduled hours on a given day or for hours worked in excess of FLSA standards for public safety employees. An example of this would include an employee that is regularly assigned to a 12-hour shift would be paid overtime should their work day exceed 12 hours. Employees assigned on a 3/4 time basis or employees assigned to an 8 hour day will be paid overtime should their work day exceed 8 hours.

7.2 Overtime

A. Regular Overtime Rate. Employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including special pay which is part of their regular pay (e.g., longevity, special duty, educational compensation).

B. Minimum Units of Overtime. Overtime is recorded and paid on the basis of fifteen (15) minute increments (rounded up or down) to the nearest fifteen (15) minute increment. As an example, working seven (7) minutes beyond/before a shift would equal no paid overtime, while working eight (8) minutes beyond/before a shift would equal fifteen (15) minutes of overtime paid to that employee.

7.3 Hours Worked. Holidays, vacation, compensatory time off and sick leave shall constitute hours worked for the purposes of computing overtime.

7.4 Compensatory Time Off. Notwithstanding the provisions of this section, police employees may be granted compensatory time off for overtime credit, at the discretion of the Police Chief and with due regard to the wishes of the employee. Compensatory time off may be accumulated up to a maximum of one hundred twenty (120) hours.

7.5 Scheduling Compensatory Time Off. Requests to use compensatory time off shall be granted with due regard for operational necessity, such as staffing levels. Employees requesting CTO will submit a request to the scheduling supervisor. If granting the CTO request creates the need for coverage, a sign-up will be posted, if no employee signs up to work 72 hours prior to the requested leave, the CTO request will be denied.

7.6 Department Meetings. All department meetings called by the Chief attended by police employees on off-duty time shall be paid overtime at the rate of time and one-half.

7.7 Call Back Pay. Employees who are called to duty at a time they are not scheduled to work shall be compensated at the rate of time and one-half (1 +1/2) of the employee's regular rate of pay with a minimum compensation of two (2) hours. Call back overtime is unscheduled overtime as opposed to early start or extended day.

7.8 Court Time Pay. Employees who are subpoenaed to appear in court, at a time when they are not working, about events arising out of their employment, shall be compensated at the rate of time and one-half (1 +1/2) of the employee's regular rate of pay. If such court appearance neither begins nor ends contiguous to the employee's scheduled shift, the employee will be compensated for a minimum of three (3) hours for each required appearance. Employees who have been subpoenaed to appear, and are cancelled from such appearance with less than forty-eight (48) hours notice, shall receive two (2) hours pay at their overtime rate.

7.9 Vacation Call Back. An employee called in to work during his or her regularly scheduled vacation period shall be compensated at a rate of one and one-half (1+ ½) times her or his regular rate of pay for all time worked.

7.10 Double-back Pay. When an employee is required to work two scheduled shifts within any twenty-four hour period, the first two hours of the second shift period worked will be at the overtime rate, provided that this provision shall not apply in any situation when the scheduling was done for the convenience of the employee or as a result of a "shift swap."

7.11 Training Travel.

A. Employees assigned to training will have their normal work hours adjusted to reflect work hours of 8:00 a.m. to 5:00 p.m. with one hour off for lunch. The first and last day of class will reflect a ten hour work day (1/2 hour travel each direction and one hour for lunch are not compensated.) If the first or last day of training is less than ten hours the employee shall have the option of completing the work day at SHPD, or taking compensatory time off. Travel time is considered portal to portal.

B. If travel to a training site occurs during non-normal working hours, or on a scheduled day off, the employee shall be compensated at time and one half (1 + ½).

C. Employees will not be compensated for travel to pick-up or drop off a city vehicle.

D. Subsistence reimbursement will be according to P.O.S.T. guidelines. No receipts are required. If a motel room is unavailable at the P.O.S.T. rate, the difference will be reimbursed based upon receipts, single occupancy, government rates. Lodging will not be reimbursed for the night prior to start of training, if training is within a 30-mile radius of point of departure. (refer map, Appendix D)

ARTICLE 8
SALARY

8.1 Effective July 1, 2022, all bargaining unit members shall receive a Cost of Living (COLA) increase of five (5) percent.

Effective the first full period in July of each year of the successor agreement, all bargaining unit members shall receive an increase to base salary equal to the year over year (April/April) percentage increase in the San Francisco/Oakland/Hayward CPI-U with a floor of three (3) percent and a ceiling of five (5) percent.

8.2 Equity Adjustment. The City will provide equity adjustments for POA represented positions until each classification is within five (5) percent of salary market median (95%) based on updated information from Ralph Anderson & Associates. Annual CPI increases (Article 8.1) for both the City of St. Helena and the market jurisdictions (refreshed annually) are to be considered for the purpose of this calculation. Ralph Anderson & Associates provided updated information to the City in May 2022 based off the cities/entities used in the previous study. Chart 1 provides a summary of the percent increase in salary to arrive at market median (95%) for each POA position as of May 2022.

Chart 1

Position Title	% out of 95% Market Median
Community Services Officer	No comparable
Dispatch Supervisor	-21.7%
Dispatcher	-16.6%
Police Lieutenant/Commander	-23%
Police Officer	-25.4%
Sergeant	-23.3%

Equity adjustments will take place every six (6) months until each classification is within the range and will be as follows:

- 7/1/22 – Equity Adjustment of two and one-half (2 ½) percent
- 1/1/23 – Equity Adjustment of two (2) percent
- 7/1/23 – Equity Adjustment of two (2) percent
- 1/1/24 – Equity Adjustment of two (2) percent
- 7/1/24 – Equity Adjustment of two (2) percent
- 1/1/25 – Equity Adjustment of two (2) percent

ARTICLE 9
INCENTIVE PAY

9.1 Additional monthly salary compensation shall be received by an employee attaining POST Certificates, as follows:

POST Intermediate Certificate	$100.00
POST Advanced Certificate	$200.00
POST Records Supervisor Certificate	$100.00

Effective the first full per period in July 2024, additional monthly salary received by an employee attaining POST Certificates shall be as follows:

POST Intermediate Certificate	$150.00
POST Advanced Certificate	$275.00

POST Records Supervisor Certificate $150.00

9.2 Employees who are fluent in both English and Spanish, both verbal and written, will receive incentive pay in the amount of five (5) percent of his or her base salary. Fluency is determined through an interview and written examples that demonstrate this skill. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

9.3 Employees determined to be able to communicate in Spanish at a level adequate for law enforcement purposes will receive incentive pay of additional $150.00 per month. Competency at this level is determined through a demonstration of this skill to a community panel as selected by the Chief of Police. Testing is scheduled in June and December. Incentive pay is awarded to begin the following month. This incentive pay is subject to supervisor review should a performance issue occur.

ARTICLE 10
LONGEVITY

Longevity pay shall be granted to any permanent employee on his or her fifth anniversary of continuous employment at the rate of two and one-half (2 ½) percent of present salary. At her/his tenth anniversary, the percentage increment shall be five (5) percent; at the fifteenth-year anniversary, the percentage increment shall be seven and one-half (7 ½) percent; at the twentieth year anniversary and thereafter, the increment shall be ten (10) percent.

ARTICLE 11
SPECIAL ASSIGNMENT

11.1 An officer, while assigned to the position of Motorcycle Officer, Range Master or Reserve Coordinator with at least six (6) regularly working reserve officers under supervision, shall receive additional compensation of $200.00 per month. This shall be part of the regular pay.

11.2 Officers or Dispatchers assigned as a Field Training Officers or Communication Training Officer shall receive an additional seven (7) percent of their daily salary, per day, while assigned to the trainee.

11.3 A Dispatcher designated as Records Coordinator shall receive additional compensation of five (5) percent of his or her regular salary.

11.4 Officers working special duty for film making or similar work, which work is paid for by a film production company or similar enterprise, shall be paid for a minimum of four hours at the regular overtime rate.

11.5 Officers, while assigned to the Investigator position, School Resource Officer, or K-9 Handler shall receive an additional compensation of three (3) percent of base salary when acting as an Investigator, School Resource Officer, or K-9 Handler.

11.6 Police service dog handler is paid for through the Citizens' Option for Public Safety (COPS). This program continues as long as funds from this program is available.

1. A Police service Dog handler ("Handler") who is regularly assigned the responsibility for the care, shelter and feeding of a police Dog shall be indemnified by the CITY for all such costs. Expenses related to the care, shelter and feeding of a police Dog include the following: medical costs, veterinarian costs, food, construction and maintenance of a shelter, and kennel costs during the Handler's vacation.

2. Handler shall be compensated in accordance with the POA Memorandum of Understanding for attendance at monthly training sessions related to their assigned police Dog.

3. All expenses provided for by the CITY under Section 1 shall be pre-approved by the Chief of Police or his designate before such reimbursement will be granted to the Handler, and the Handler shall furnish proof to the satisfaction of the CITY for such expenditure.

4. Handlers shall be of the rank Police Officer. The assignment shall be voluntary. Once accepted for the assignment, the Handler shall remain subject to all Police Department regulations, except as provided herein.

5. The police Dog is the property of the City of St. Helena. The Handler may voluntarily keep the police Dog at his/her place of residence, subject to recall by the CITY.

6. The Handler is responsible for the care and feeding of the police Dog. If at any time the Handler is unable to use the police Dog because of its poor health, which is due to the Handler's negligence, the Handler may be disciplined, removed from the canine program, and the police Dog removed from the Handler's custody. If at any time the police Dog is forced to be retired from police service because of its poor health, which is due to the Handlers negligence, seek damages from the Handler for the lost value of the remaining years, or fraction thereof, of expected service of the police Dog. The damages to which the CITY will be entitled to is the sum of $10,344.00. Multiplied by a fraction, the numerator of which is the remaining years or fraction thereof, of expected service of the police Dog and the denominator four (4) years; that is expected years of service of a police Dog.

7. Upon termination of employment with the CITY or participation in the canine program, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY. The purchase price shall be the sum of $10,344.00, multiplied by a fraction, the numerator of which is the remaining years, or fraction thereof, of expected

service of the police Dog and the denominator four (4) years; that is, the expected years of service of the police Dog. When the police Dog is retired from service due to age, health or injury, the Handler may, subject to the CITY'S sole and exclusive discretion, purchase the police Dog from the CITY for $1.00. Upon purchase of a police Dog by the Handler, the CITY thereby relinquishes all control over the care, feeding and maintenance of the police Dog and any responsibility to pay for such services, including the payment of compensation to the Handler under this Agreement, as well as any liability for the actions of the police Dog. Any and all such control, responsibility, and liability for the police Dog will be assumed by the Handler on the day of the purchase.

8. For purposes of this section, the date upon which the police Dog is first put into active duty with its Hander shall be the date from which the expected years of service of the police Dog shall commence.

9. The handler is authorized to drive a marked police car, equipped with a canine cage, between home and work. In addition to other City or Department policies regarding use of vehicles, the following provisions apply:

   a) Vehicle shall be used for official City business only. When commuting, the handler shall not deviate from a direct path between home and work or stop enroute for personal business.

   b) Handler must have his valid driver license and department ID in his possession when operating the vehicle. (The Police Department uniform will be considered department ID.)

   c) Only law enforcement personnel will operate the vehicle.

   d) When handler is on vacation or other leave, or is on a trip away from home, the City vehicle must be left at the Police Department.

   e) When commuting, the handler will not engage in law enforcement activity when outside the St. Helena City limits, unless requested to assist another agency. It is appropriate for the handler to use the police radio to advise another jurisdiction of observed criminal violations.

      1) This subsection does not apply should the handler witness a felony or serious incident where a person's safety is at risk. As soon as practical, the handler shall notify the agency of jurisdiction.

10. CITY will compensate EMPLOYEE for feeding, grooming, and general care of the Dog. It is estimated that the time spent on non-police work care of the Dog averages approximately sixty (60) minutes per day. Further, it has been determined that said time is substantially similar to the care given to a household pet or other dog. The hours are compensated at the California prevailing minimum wage at the overtime

rate of time and a half. As of January 1, 2022, the minimum wage is $15.00 per hour which equals $22.50 per hour at time and a half. At this rate, the EMPLOYEE will be paid $22.50 per hour times 365 (days in the year) divided by the number of paychecks in the year (24), excluding the 3rd paycheck of the month which occurs twice annually. This rate calculates to $342.19 per paycheck.

As the prevailing minimum wage is adjusted, the same calculations shown above will be used to determine the new pay per paycheck.

ARTICLE 12
EDUCATIONAL REIMBURSEMENT

Each employee is eligible for reimbursement for up to a maximum of $300.00 during any fiscal year for tuition and fees for Spanish language classes at Napa Valley College (or approved equivalent institution) that will aid the employee in the performance of his or her duties. Reimbursement will be paid upon obtaining a passing grade or a certificate of completion. These classes are scheduled on the employees own time and are not considered on-duty hours.

The City of St. Helena encourages professional growth which is beneficial to both the City and the employee. The City will provide reimbursements for employees up to $1,500 per fiscal year for expenses incurred for education for which the employee earns college credits from an accredited college, which would promote professional development. The program is voluntary.

ARTICLE 13
SICK LEAVE

13.1 Accrual. Sick leave with pay shall accrue to employees in the classified service at the rate of one work day for every calendar month of service, with no limit to accumulated time.

13.2 Administration. An employee who must absent himself/herself from work shall notify his/her immediate superior or department head at least two hours prior to the beginning of his/her shift, unless circumstances of the illness prevents such advance notice, but in no case later than the start of the his/her tour of duty and may be required to provide a physician's certificate for absence due to illnesses of more than three working days or at the request of the department head. Any employee may be required to submit to an examination by a licensed physician designated by the City and at the City's expense to determine the state of the employee's health.

13.3 Reasons for Granting. Sick leave shall be granted to eligible employees in the following cases:

A. Personal illness or incapacity resulting from causes beyond the employee's control;

B. Illness of a member of an employee's immediate family (defined as father, mother, sister, brother, spouse, or child) and of sufficient nature to require his or her personal care and attention and only until other adequate arrangements can be made.

C. Preventive medical, dental and optical examinations where appointments are unavailable or impractical during non-working hours.

13.4 Sick Leave Abuse. When it is determined by investigation that sufficient evidence exists to demonstrate an employee has or is abusing the sick leave privilege, the Department Head, upon approval by the City Manager, may suspend that employee's use of the sick leave benefit for such period of time as is determined necessary to deter future abuse, which may be in addition to any other disciplinary action that may be appropriate.

13.5 All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service, provided that if such separation is by layoff, this accumulated eligibility shall be restored to him/her in whole by the City Manager upon reemployment.

13.6 Employees who are on authorized vacation or holiday leave and become ill, or are otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided satisfactory evidence is presented to the City Manager indicating the total number of days to be so charged.

13.7 Sick Leave Accrual Incentive.

A. Upon separation in good standing from employment with ten years of service to the City, the City will pay an employee for unused sick leave in the following amount: the total number of hours of sick leave accumulated, multiplied by the hourly rate of pay of the employee at the time of separation, divided by two.

B. Retiring employees have the option that the number of hours of accumulated sick leave times the hourly rate of the employee at the time of retirement may be applied towards health insurance premiums until such amount is depleted. Insurance premiums paid under this provision may apply towards any health or dental insurance policy normally available to employees, subject to any limitations imposed by the insurance company. Such policies may include coverage of dependents of the employee.

C. Effective July 1, 2020, the City will not pay the employee upon separation in good standing from City employment for unused sick leave accrued on or after July 1, 2020. No new sick leave hours will be eligible for the conversation or payout benefits described in Section 13.7 of the MOU beginning July 1, 2020. Those employees who have accrued hours eligible for this benefit on or before June 30,

2020 will have such eligible hours placed in a separate bank and will be permitted to convert them in accordance with the provisions of Section 13.7.

ARTICLE 14
VACATION LEAVE

14.1 Eligibility. Employees shall be entitled to annual full or prorated vacation leave with pay except employees who have served less than six months in the service of the City.

14.2 Earning and Accrual Rates. Vacation shall be earned and accrued by regular employees at the following rates:

A. Full time Sworn Officers shall earn and accrue vacation at the rate of no less than fifteen days per year; non-sworn full time Police Officer Trainee, Dispatchers, Property & Evidence Technician, and Community Service Officers shall earn and accrue vacation at the rate of no less than ten days per year.

B. After six years of continuous employment, Sworn Officers, Dispatchers, Property & Evidence Technician, and Community Service Officer will earn and accrue vacation at the rate of sixteen days per year, and the rate of earning and accrual shall increase after each additional full year of employment to a maximum accrual rate of twenty days per year.

14.3 Vacation may be taken the first day following the completion of six months service but not in units of less than two hours.

14.4 If operating necessities are such that an employee cannot take all of her or his accrued vacation within an accrual year, the balance may be carried forward to the next year, however, the maximum accumulation of vacation leave shall be 45 days. For purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.

14.5 Employees separated from City service shall be paid a lump sum for all vacation accrued prior to separation.

14.6 Effective July 1, 2017, every permanent employee shall be allowed to cash out up to 40 hours of accrued vacation leave per calendar year provided the employee maintains a minimum of 80 hours in his/her vacation leave bank. Eligible employees may cash out vacation leave pursuant to this subsection once per year by submitting a request to the Human Resources Department no later than December 15.

ARTICLE 15
SCHEDULING PAID LEAVE

Vacation and holiday time off shall be scheduled by seniority choice. A "time off request sheet" (includes holiday and vacation credit) shall be posted in December of each year to solicit "requests for time off." Said schedule, when approved by the Police Chief or his designee, shall be effective January 1 for the subsequent calendar year. Requests shall be granted based upon legitimate operating needs and not unreasonably denied. Changes to the schedule during the year shall be subject to the approval of the Police Chief or his designee. "Bumping" is not permitted without the consent of the affected employee.

ARTICLE 16
HOLIDAYS

16.1 In lieu of holiday time off, employees shall receive additional holiday compensation on a prorated basis on each paycheck, for a total of twenty-six (26) paychecks annually, for the hours of twelve (12) recognized city holidays. Member's compensation for holidays shall be computed in the same fashion as is the rate of pay for vacation.

16.2 Holiday accrual: Full time employees 3.69 hours per pay period.

Part time (3/4 time) employees 2.77 hours per pay period.

One Floating Holiday - Unspecified Personal Convenience Holiday

Three Additional Floating Holidays - Employees continuously employed by the City for at least five years shall be granted three additional Unspecified Personal Convenience Holidays. Personal Convenience Holidays must be used prior to the end of the calendar year and will not accrue.

16.3 Non-shift employees shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

ARTICLE 17
BEREAVEMENT LEAVE

Employees shall be allowed a leave of absence on full pay, for up to seven calendar days when the absence is due to a death in the immediate family. Those in the immediate family are: mother, father, grandmother, grandfather or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.

ARTICLE 18
MATERNITY LEAVE

The City Manager may grant a leave of absence without pay to any probationary or permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave shall not exceed four months whether or not it is combined with sick leave, vacation, compensatory time off and/or leave without pay. Such request shall be accompanied by a recommendation and explanation from the Department Head as to how an adequate level of service can be maintained during the employee's absence. Employee benefits will continue to be paid by the City during approved short-term leave.

ARTICLE 19
JURY LEAVE

19.1 Employees called as trial jurors shall be entitled to absent themselves from duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's full salary and any payment received for jury service, except travel pay.

19.2 Employees assigned to swing and graveyard shifts may be temporarily assigned to day shift. If such employee is released from jury duty after serving less than their shift hours, inclusive of meal and driving time, such employee may be required to report to the Police Department to serve the remainder of their shift. Employees may also use vacation or CTO to complete the remainder of the shift. Such shift assignment may be made by the Chief of Police in due consideration of operational need and circumstances.

ARTICLE 20
ADMINISTRATIVE LEAVE

An employee who is determined to be disabled and unable to perform his or her normal duties may, at the discretion of the City Manager, be assigned to be on Administrative Leave. During such Administrative Leave, the employee may be assigned to have "normal" work hours of 9:00 a.m. to 5:00 p.m. and days off of Saturday and Sunday. If any fixed holidays occur during the time of disability, the employee will be assumed to be "off on holiday" and will not receive additional pay for the holiday. During the period of assignment to Administrative Leave, the employee may be required to testify in court or perform other functions the employee is capable of performing.

ARTICLE 21
HEALTH AND WELFARE INSURANCE AND BENEFITS

21.1 Health Insurance:

A. The City will pay for health insurance coverage for the employee and all dependents. Employees hired prior to July 1, 1990 who have no dependents will receive a salary supplement of $65 per month in lieu of the dependent coverage. It is the City's intent that during the term of this MOU, medical benefits shall remain at the current level.

B. Effective July 1, 2005, deductible rates for employees were changed to lower the increases in health costs.

C. In the event City's health insurance premiums increase more than five percent (5%) on July 1 of any given year, the city can amend the health plan to the next higher deductible tier to offset costs. In the event the health insurance premiums increase more than fifteen percent (15%) after deductibles have been amended, the members agree to split the cost increase 75%/25%, with the employee paying 25%.

D. In order to bring employees in this bargaining unit to parity with other City employees in terms of the applicable deductibles in health plans offered, effective July 1, 2017, the City will change the Anthem health insurance plan provided to employees from the $500 deductible plan to the $250 deductible plan. The City may make future changes in deductibles to this and other plans as specified in Section 21.1(C).

21.2 Dental Insurance: The City will pay for each employee the full premium for Dental Insurance Benefits covering the employee and all dependent family members.

21.3 Life Insurance: The City will pay for each employee the full premium for term life insurance in the amount of $25,000. The employee will have the option to purchase additional insurance up to an additional $20,000.

21.4 Disability Insurance: The City will pay for each employee the full premium for a disability insurance plan covering the employee.

21.5 Effective July 1, 2017 subject to REMIF approval, the City will obtain and pay the full premium for a REMIF vision plan for all full-time employees and their dependent family members.

21.6 Physical Fitness: During shifts when staffing is available and at the discretion of the Chief of Police or on-duty supervisor, officers, Supervisors and Non-sworn Staff shall be allowed to spend up to one hour during each shift exercising. Changing clothes, showering and otherwise preparing to resume regular duties shall be accomplished during the one hour and is only during lunch breaks

ARTICLE 22
UNIFORM ALLOWANCE

22.1 Employees shall receive an annual uniform allowance as follows:

Sworn Personnel $1,250.00

Police Officer Trainee, Dispatch, Property & Evidence Technician, and CSO Personnel: $1,000.00

22.2 The Uniform Allowance will be paid out proportionately with each of the twenty-six (26) paychecks.

22.3 Officers assigned to motorcycle duties shall be issued:

1) 1 pair of Police motorcycle boots
2) 2 pairs of Police motorcycle pants
3) 1 Police motorcycle leather jacket
4) 2 sets of riding gloves (1 cold weather and 1 warm set)
5) Protective eyeglasses (not to exceed $150.00)

22.4 Officers assigned by the Chief of Police to bicycle patrol shall be issued appropriate safety equipment to include:

1) Gloves
2) Helmet
3) Padded shorts
4) Padded Pants
5) Protective Eyeglasses
6) Pedal retention devices
7) Inclement weather clothing.

Officers assigned to bicycle patrol must agree to a regular assignment of bicycle duty prior to appointment to this position.

ARTICLE 23
LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a permanent or probationary employee leave of absence without pay or seniority for a period not to exceed three months. No such leave shall be granted except upon written request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge. Department heads may grant a permanent or probationary employee leave of absence without pay for time not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer.

ARTICLE 24
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

24.1 Sworn Personnel

24.1.1 The City shall enroll all eligible sworn employees in a retirement plan provided by the Public Employees' Retirement System that conforms to the State Required PEPRA laws. Employees hired into a PERS retirement system before January 1, 2013 will be considered "Classic" employees. Employees hired into a PERS retirement system, for the first time, or after a six-month separation, on January 1, 2013 or after will be considered "New" employees.

24.1.2 "Classic" employees' retirement benefits will be computed at three percent of salary for each year of service, for retirement at age fifty, supplemental to Social Security, and based on the single highest year's salary.

a. Member Contributions – Employees covered by section 24.1.2 shall continue to pay, through payroll deduction, the full 9.0% member contribution rate.

24.1.3 "New" employees' retirement benefits will be computed at 2.7 percent of salary for each year of service, for retirement at age fifty-seven, supplemental to Social Security, and based on a three-year average (of the three highest years of salary).

a. Member Contributions – As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by section 24.1.3 shall continue to pay, through payroll deduction, fifty percent (50%) of normal costs.

24.2 Non-Sworn Personnel

24.2.1 The City will enroll non-sworn employees in a retirement plan provided by the Public Employees' Retirement System with the same benefits provided to miscellaneous employees of the City.

24.2.2 "Classic" Tier One employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age fifty-five, supplemental to Social Security, and based on the highest twelve (12) consecutive month period as specified by Government Code Section 20042.

a. Member Contributions – Employees covered by section 24.2.2 shall continue to pay, through payroll deduction, the full 7.0% member contribution rate.

24.2.3 "Classic" Tier Two employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age sixty, supplemental to Social Security, and based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

a. Section 24.2.3 shall apply to employees hired on or after July 1, 2012, and before January 1, 2013. In addition, Section 24.2.3 shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02 (c) and related CalPERS reciprocity (Classic Member) requirements.

b. Member Contributions – Employees covered by section 24.2.3 shall continue to pay, through payroll deduction, the full 7.0% member contribution rate.

24.2.4 "New" employees' retirement benefits will be computed at two percent of salary for each year of service, for retirement at age sixty-two, supplemental to Social Security, and based on the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

a. Member Contributions – As required by Government Code Section 7522.30, effective January 1, 2013, employees covered by section 24.2.4 shall continue to pay, through payroll deduction, fifty percent (50%) of normal costs.

ARTICLE 25
SHIFT SWAPS

The practice of shift swaps and absence without relief will be permitted, subject in each instance to the approval of the Police Chief or his designated representative. Shift swaps shall be rank for

rank, exceptions permitted only by the Police Chief, and absence without relief shall be without pay.

ARTICLE 26
DISCIPLINARY ACTION

26.1 Disciplinary Authority

A. The Chief of Police shall have the right, for reasonable cause, to reprimand or suspend without pay for up to and including three (3) calendar days any regular employee.

B. The City Manager shall have the right, for reasonable cause and for any regular employee to:

1. demote,

2. dismiss,

3. reduce in pay, or

4. suspend without pay for up to thirty (30) calendar days.

26.2 Discipline Procedure

A. An authorized departmental manager or supervisor proposing that action be taken shall provide the employee with written notice of the proposed action. The written notice shall contain the date it is intended to be effective, the charge(s) and facts on which the proposed action is based and notification that the employee is entitled to respond to the charges in writing to the Chief of Police or his designee within seven (7) calendar days of receipt of notification. Failure of the employee to make a written response or request will constitute waiver of the right to respond. Further, the employee shall be provided with the relevant written materials, written reports and documents considered by the responsible authority in reaching his/her decision to propose the action.

B. The City Manager will hear employee's responses on all contemplated disciplinary actions which propose a penalty more severe than a three day suspension without pay. The Chief of Police will hear those responses where less severe discipline is proposed.

C. If the employee elects to respond in person, a meeting shall be scheduled with the City Manager or Chief of Police, whichever is applicable, at which time the employee shall be given the opportunity to respond to the proposed action. The

employee shall be entitled to be represented by counsel or other person of his/her choosing at the meeting.

D. If after the above procedure discipline is implemented, a written notice of discipline shall be served upon the employee. Said notice shall inform the employee of his/her appeal rights, if any.

E. The City shall have the right to put any employee on immediate paid administrative leave pending investigation and processing of any potential disciplinary action.

F. The provisions of the Article shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

26.3 Appeal

A. Right of Appeal: When formal disciplinary action has been taken by the City Manager or Chief of Police and the employee has received written notification of the action, the employee shall have the right to appeal as provided below. Failure to appeal by the employee or his/her representative will make the disciplinary action final and conclusive.

B. Appeal Procedure: A regular employee who has been demoted, dismissed, reduced in pay or significantly suspended without pay (excess of one day), may appeal to the City Council within fourteen (14) calendar days after having been furnished a copy of the notice of discipline by filing a written answer to charges and requesting a hearing with an impartial arbitrator thereon. Upon receipt by the City Council of the request for a hearing with an arbitrator, the City Council will initiate the hearing procedure.

C. Hearing Procedure:

1. Appointment of Arbitrator

a) The parties to the selection of the arbitrator shall be the City and the employee, who may be represented by the Association, by independent counsel or by him or herself.

b) An arbitrator shall be selected jointly by the parties within fourteen calendar days of receipt by the City Manager of the request for such arbitration from the employee.

c) In the event the parties are unable to agree on an arbitrator within the fourteen day period, the City shall solicit from the State of California Mediation / Conciliation Service a list of seven arbitrators. After receipt of the list, the parties shall, with the City striking first, alternately strike arbitrator's names from the list until one arbitrator remains.

d) If the arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested as described above and the process repeated, unless the parties can otherwise mutually agree on an arbitrator.

e) The cost of the impartial arbitrator will be shared, with one-half being paid by the City and one-half being paid by the Association or the individual employee.

2. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing shall be a private hearing.

3. The hearing shall be conducted in the manner most conducive to determination of the truth, and the arbitrator shall not be bound by technical rules of evidence.

4. The arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. The arbitrator shall base his/her finding on the preponderance of evidence.

5. Each side will be permitted an opening statement and closing argument. The City shall first present their witnesses and evidence to sustain the charges, and the employee will then present his/her witnesses and evidence in defense.

6. A court reporter will be retained by the City to take a transcript of the hearing. No audio or video tape recording will be permitted. The employee or his/her representative may obtain a copy of the transcript of the hearing upon request and agreement to pay the necessary costs.

7. Each side will be allowed to examine and cross-examine witnesses. The employee filing the appeal may be called and examined as if under cross-examination.

8. Both the City and the employee may be represented by legal counsel.

9. The arbitrator shall, if requested by either party, subpoena witnesses and/or require production of other relevant records or material evidence. The arbitrator may consider the records of any relevant prior disciplinary actions against the employee which are final.

10. The arbitrator may, prior to or during a hearing, grant a continuance for any reason he/she believes to be important to him/her reaching a fair and proper decision.

11. The arbitrator shall prepare a recommended decision and forward it to the City Council after the matter of appeal was taken under submission by the arbitrator. The recommended decision shall set forth which charges the arbitrator sustains or does not sustain and the reasons therefore.

12. After receiving the recommendation of the arbitrator, the City Council may sustain or reject any or all of the charges filed against the employee. The City Council may sustain, reject or modify disciplinary action invoked against the employee.

ARTICLE 27
LAYOFF PROCEDURE

27.1 In the event of a layoff, those employees in the classification affected with the least City-wide seniority shall be laid off first. Seniority shall be defined as continuous City service based upon hire date. The order of layoff shall be:

a) Part-time and temporary employees in the affected classification shall be separated first.

b) Probationary employees in the affected classification shall be separated next.

c) Permanent employees with the least City seniority will be laid off first. Other affected employees will be laid off in sequential order thereafter.

27.2 An employee scheduled to be laid off is entitled to displace, or "bump," into a position in a classification within the same occupational series which is currently being held by an incumbent with less overall City seniority, provided it is a position in which the employee formerly held permanent status. The employee must exercise his or her displacement rights in writing within five (5) working days from receipt of layoff notification.

27.3 When the employee with the least City seniority is displaced by the person scheduled for layoff, the displaced employee shall be considered as laid off for the same reason as the person who displaced him or her and shall in the same manner be eligible to displace to a position in the same manner as described above.

27.4 Should there be a vacancy in the classification from which an employee was laid off within twelve (12) months, the employee shall be eligible for reinstatement. Reinstatement shall be in the reverse order of layoff.

ARTICLE 28
SEPARABILITY

Notwithstanding any provisions of this Agreement to the contrary, in the event that any article, or subsections thereof, of this Agreement shall be declared invalid by any court of competent jurisdiction or by any applicable State or Federal law or regulation, or shall a decision by any court of competent jurisdiction or any applicable State or Federal law or regulation diminish the benefits provided by this Agreement or impose additional obligations on the City, the parties shall meet and confer or negotiate on the Articles or Subsections thereof affected. All other provisions of this agreement shall continue in full force and effect.

ARTICLE 29
TERM

The term of this agreement shall commence on its ratification by the City and the Association and expire on June 30, 2025.

APPROVALS

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives:

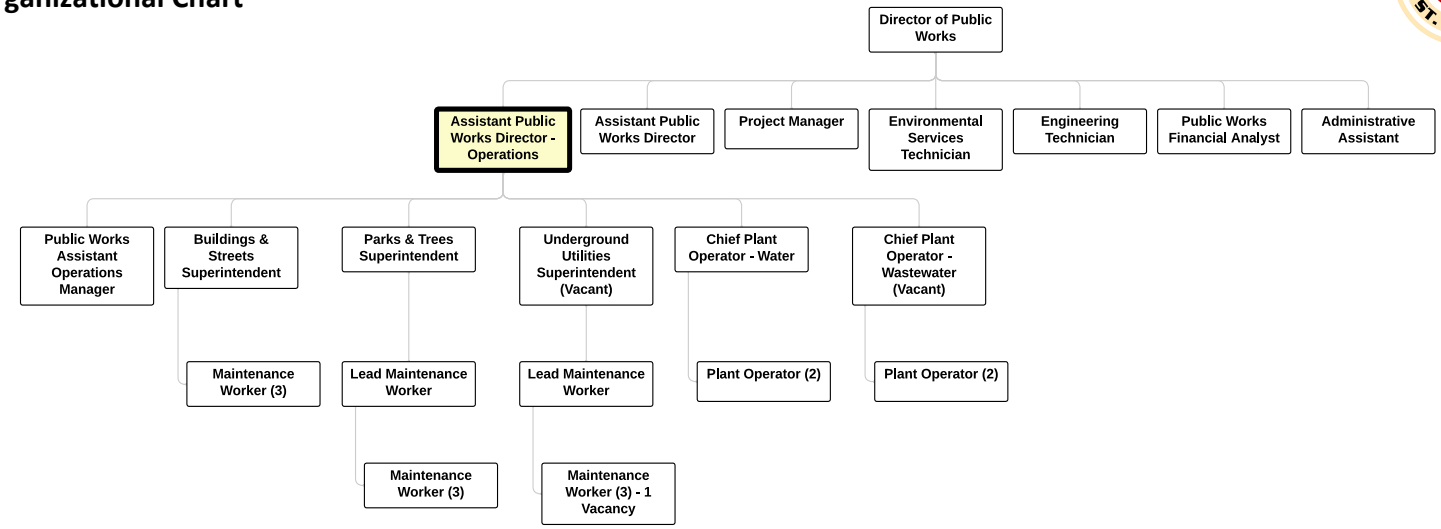
ST. HELENA POLICE OFFICERS' ASSOCIATION

_____
Louis Montelli, President

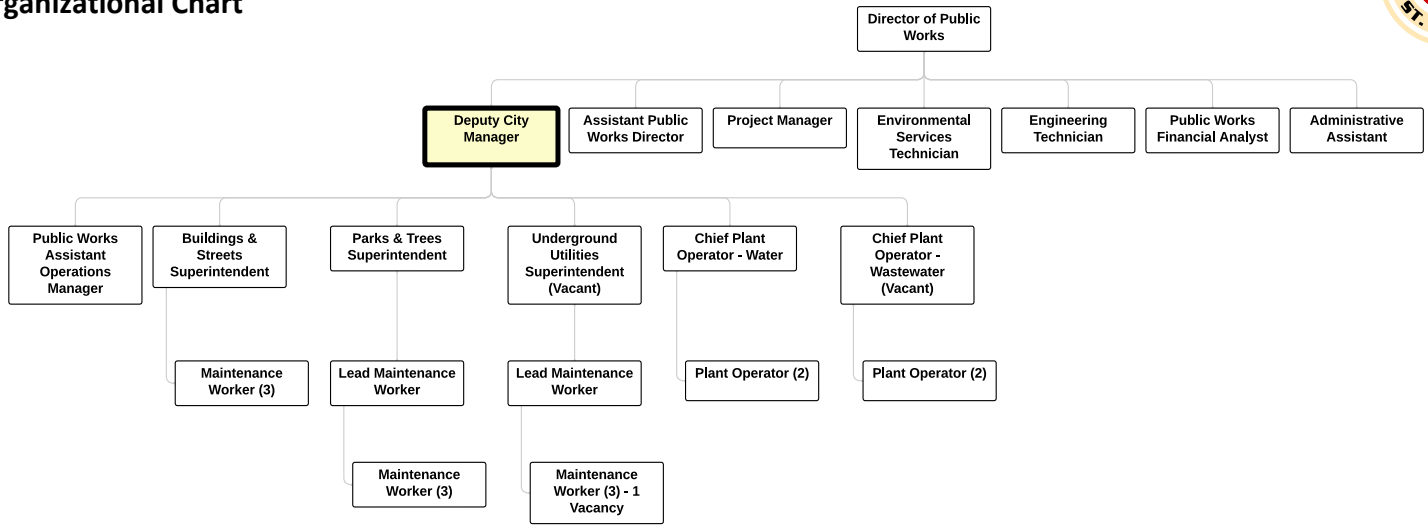
CITY OF ST. HELENA

_____
Anil Comelo, City Manager

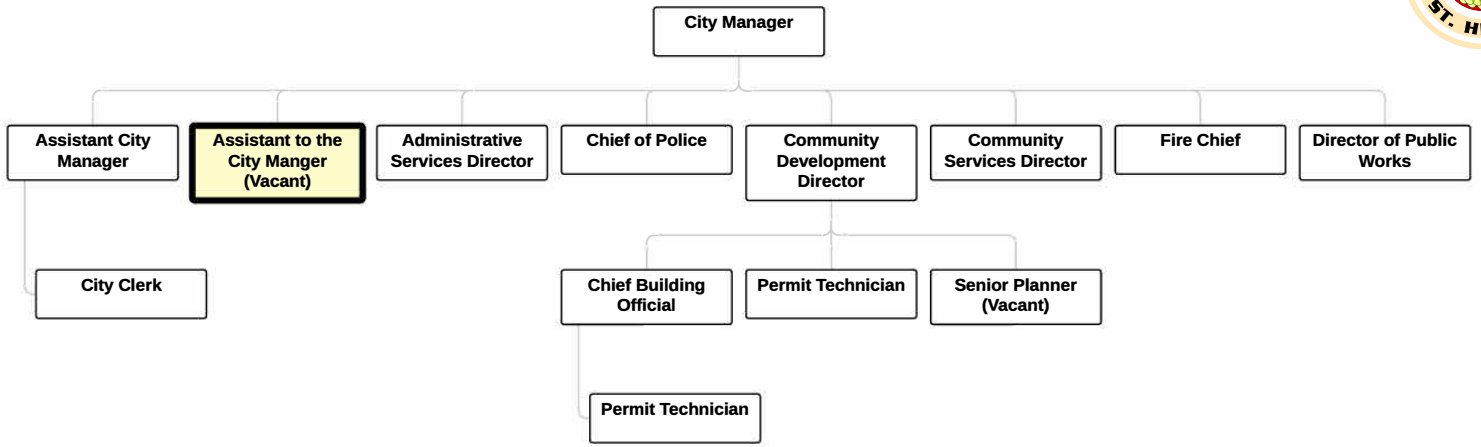
Current Public Works Organizational Chart



Proposed Public Works Organizational Chart



Current City Manager and Community Development Organizational Chart



Proposed City Manager and Community Development Organizational Chart

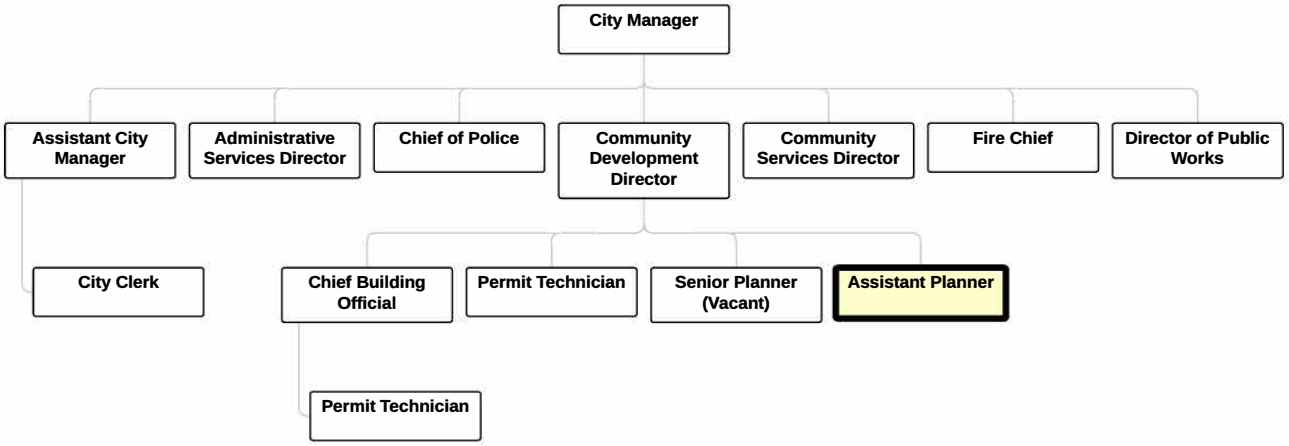
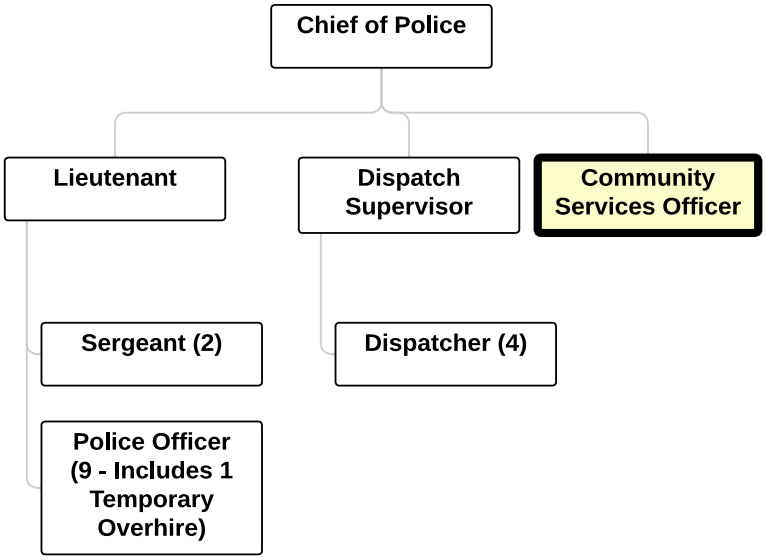
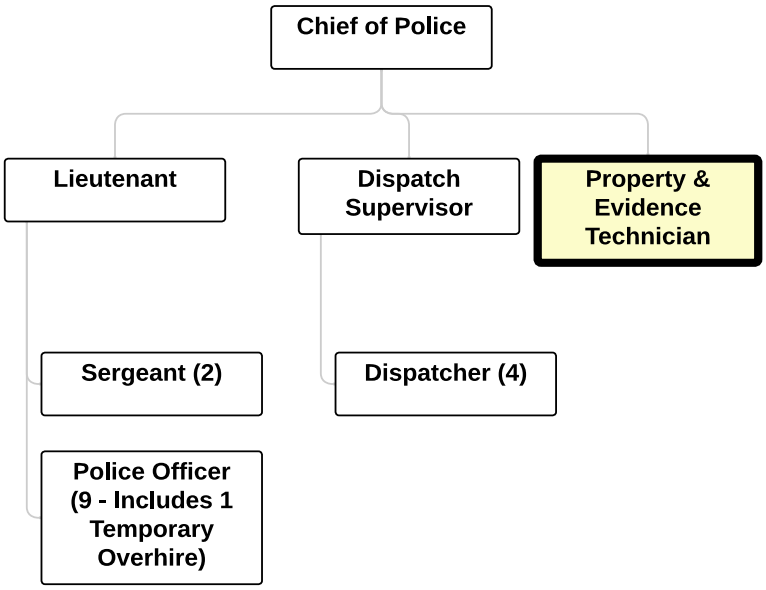


EXHIBIT C

Current Police Department Organizational Chart



Proposed Police Department Organizational Chart



Reallocations and Reclassifications



November 12, 2024

Organizational Adjustment

- Evaluate use of vacant positions
- Provide opportunities for growth and/or retention
- Allocate limited resources to areas of greatest need

Reallocations and Reclassification

- Assistant Public Works Director – Operations
- Assistant to the City Manager (Vacant)
- Community Services Office (Vacant December 2024)

Assistant Director of Public Works

Assistant Director of Public Works – Operations

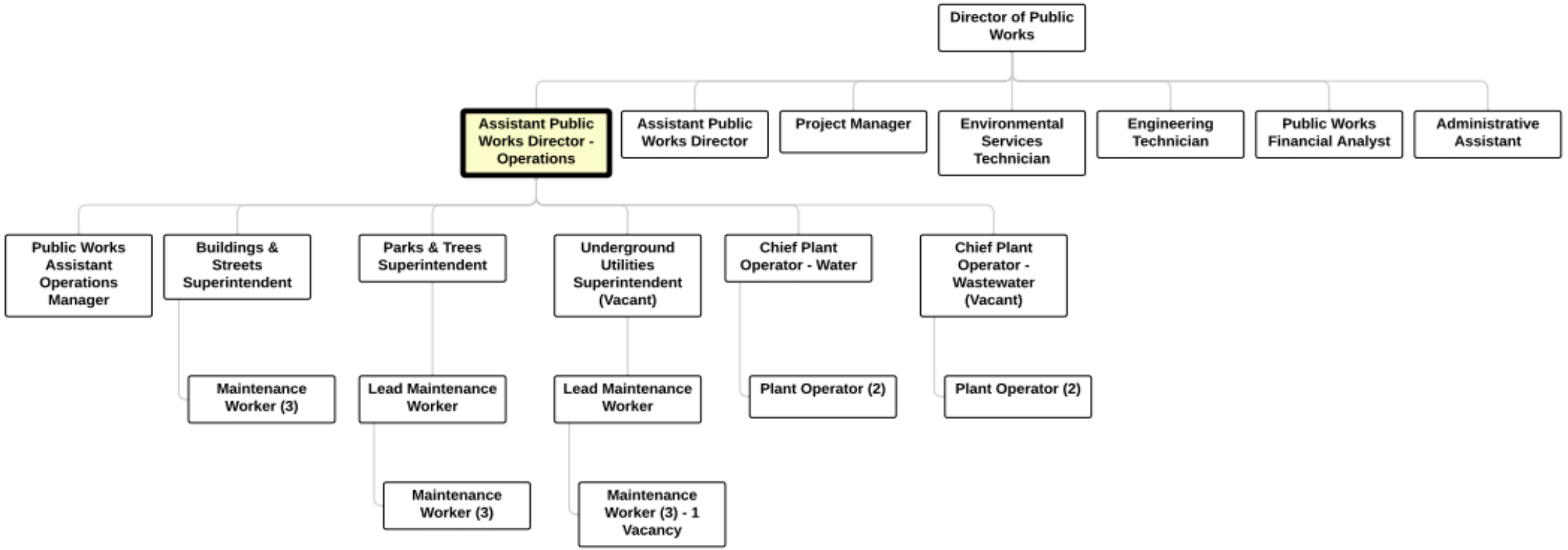
Reclassify to

Deputy City Manager

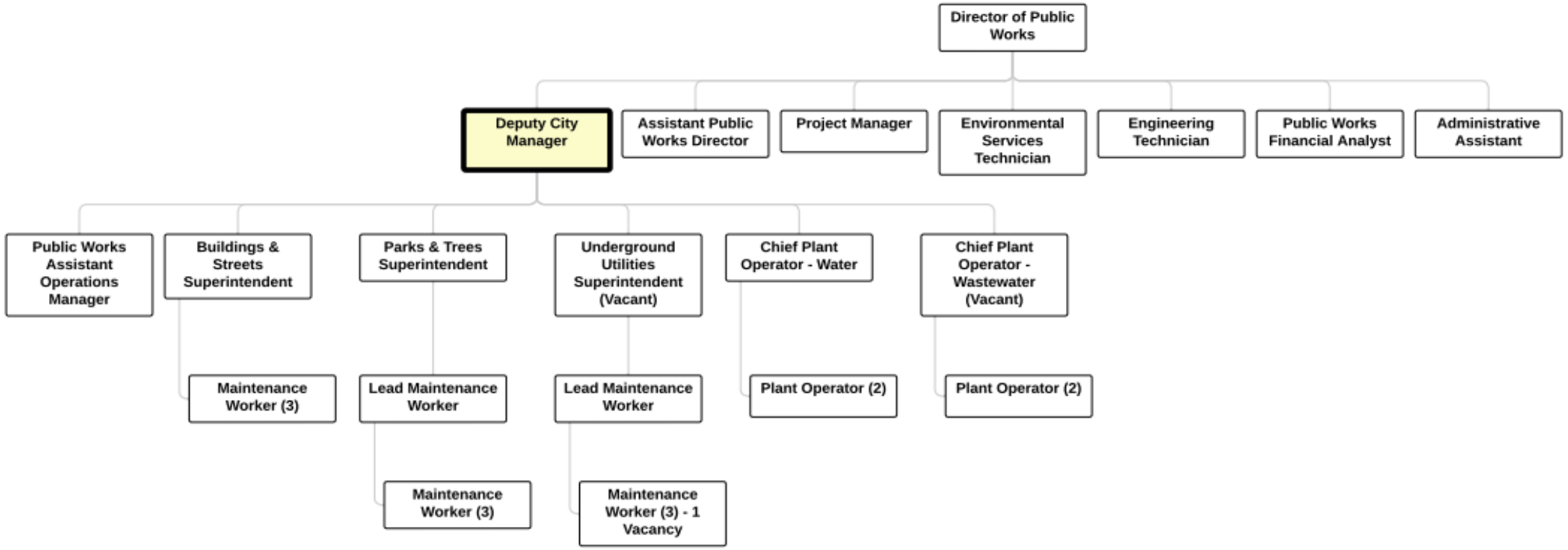
Salary Range: $148,087 - $180,000

Assistant Public Works Director Salary Range: $147,998 - $179,892

Current Public Works Org Chart



Proposed Public Works Org Chart



Assistant to the City Manager

Assistant to the City Manager

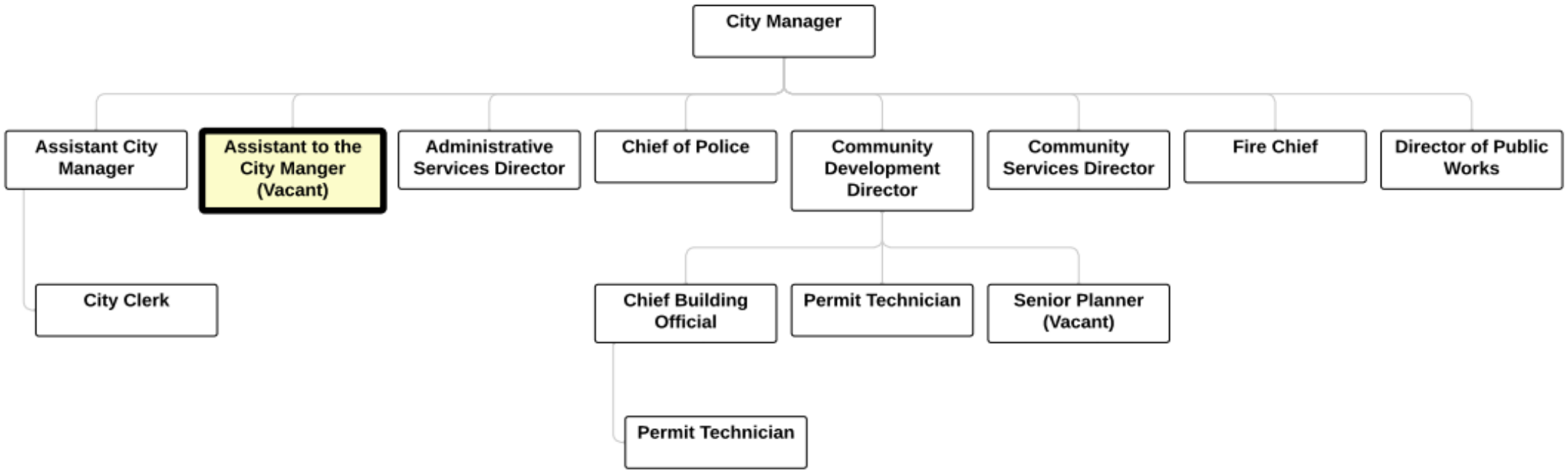
Reallocate to

Assistant Planner

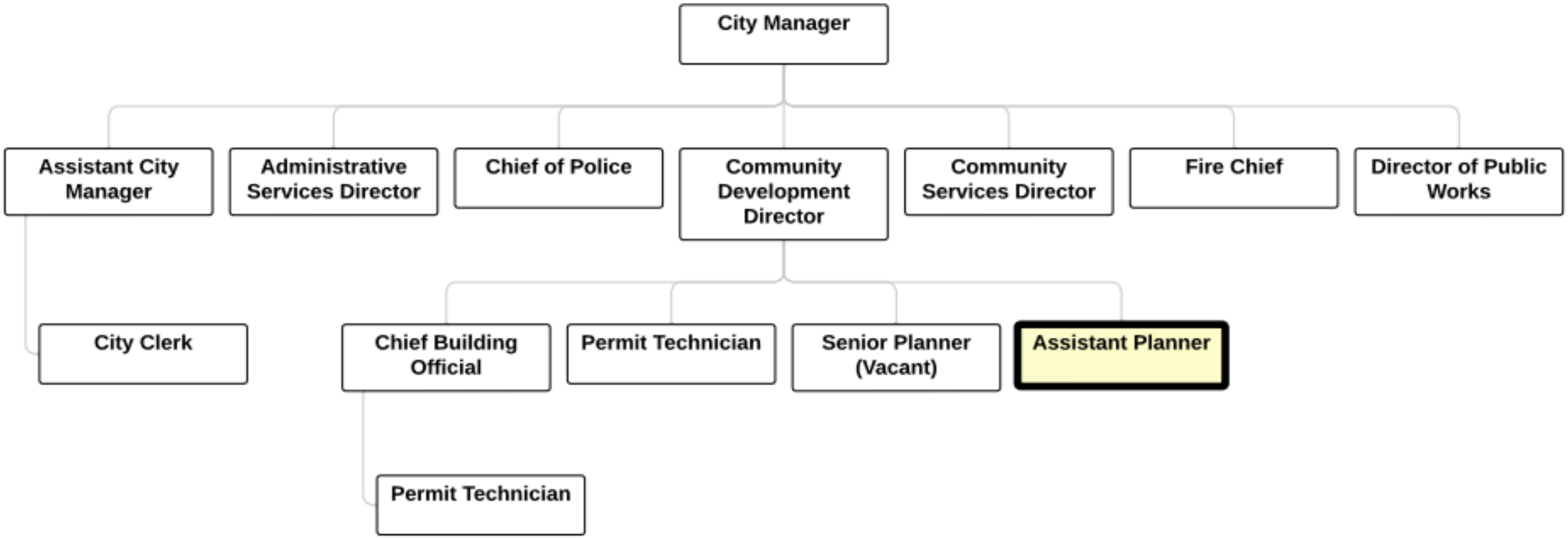
Salary Range: $80,976 - $98,427

Assistant to the City Manager Salary Range: $121,420 - $147,587

Current City Manager & Community Development Org Chart



Proposed City Manager & Community Development Org Chart



Community Services Officer

Community Services Officer (0.75 FTE)

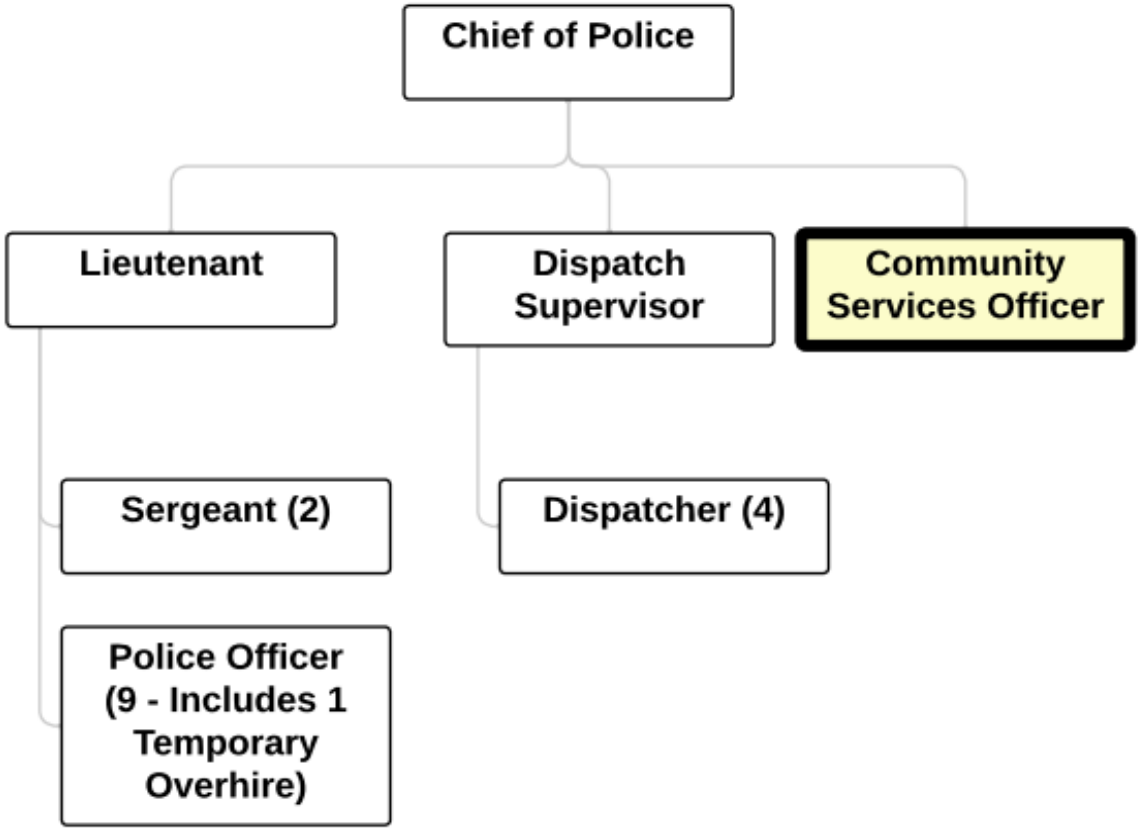
Reclassify to

Property & Evidence Technician (1.0 FTE)

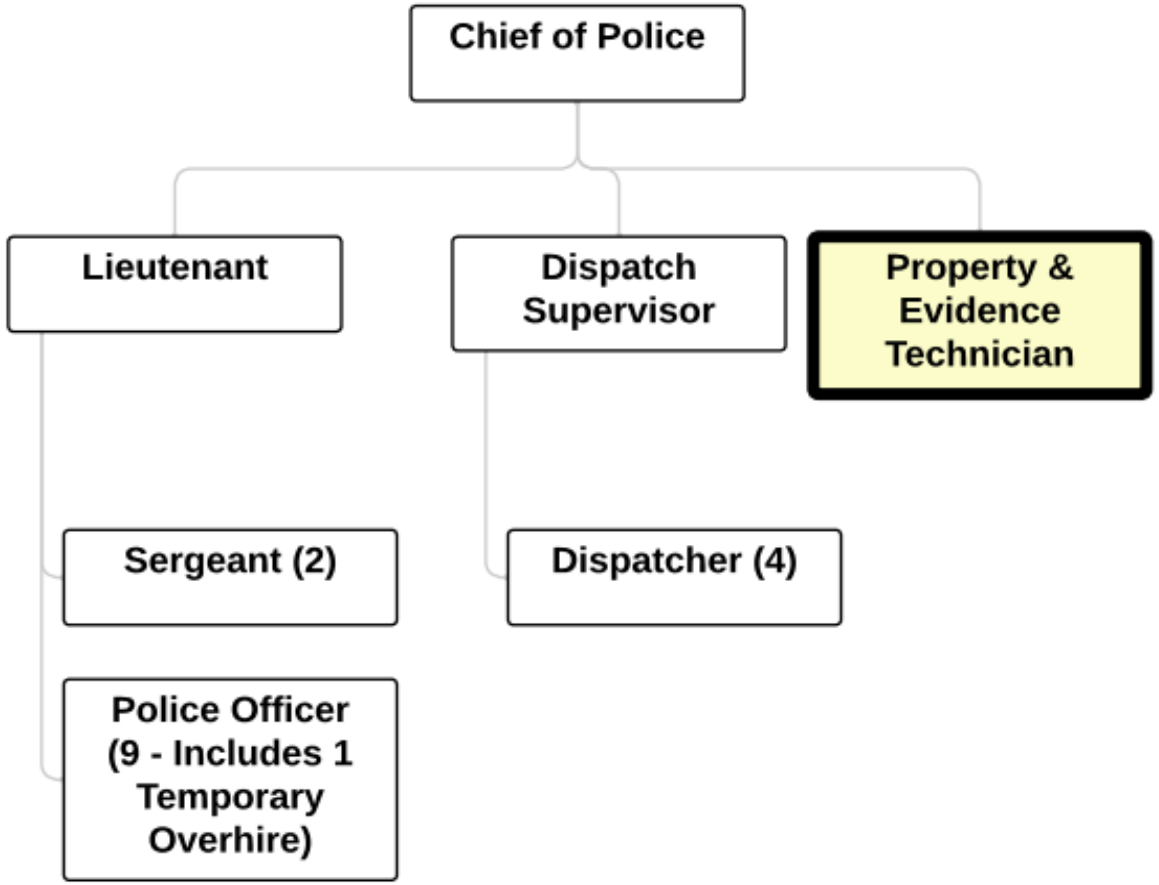
Salary Range: $69,421 - $84,382

Community Services Officer Salary Range: $121,420 - $147,587

Current Police Department Org Chart



Proposed Police Department Org Chart



Financial Impact

Classification	General Fund	Water Fund	Wastewater Fund	Total
Assistant Director of Public Works	103,106	77,329	77,329	$ 257,764
Deputy City Manager	105,248	78,935	78,935	$ 263,118
Variance	**2,142**	**1,606**	**1,606**	**$ 5,354**
Assistant to the City Manager	135,496	56,457	33,874	$ 225,827
Assistant Planner	149,628	-	-	$ 149,628
Variance	**14,132**	**(56,457)**	**(33,874)**	**$ (76,199)**
Community Services Officer	122,190	-	-	$ 122,190
Property & Evidence Technician	127,485	-	-	$ 127,485
Variance	**5,295**	**-**	**-**	**$ 5,295**
Overall Impact	**$ 21,569**	**$ (54,851)**	**$ (32,268)**	**$ (65,550)**


Questions

From: priscillajdell@gmail.com
To: Cindy Tzafopoulos
Subject: [External] Letter to City Council members
Date: Friday, November 8, 2024 5:55:03 PM

Dear Mayor Dohriñg and City Council members. You have on your agenda this coming Tuesday night November 12th an item in which salaries and reclassification of employees is scheduled. This is very inappropriate. We need thoughtful actions that can help resolve divisiveness in our City. Surely all of you have heard and read discussions about fiscalresponsibility . It has been a strong issue in the campaigns of all candidates this year. To increase payroll budget at this time is like thumbing your nose at the people who elect you. Please move this item forward until after the new Council is seated. Pat Dell

From: Stephanie Smithers
To: CityCouncil; Cindy Tzafopoulos
Subject: [External] Public Comment | Item 13.4
Date: Saturday, November 9, 2024 9:05:30 PM

Dear Mayor, Vice Mayor, and City Council,

Item 13.4 includes a significant amount of changes, most of which I support. So I'd like to comment specifically about Item 1 and Item 7 within 13.4.

Item 1. Reclassify the Assistant Public Works Director to Deputy City Manager: Most importantly, Leslie Milton is talented and I believe has done great work for our city. This has nothing to do with her, but instead the reclassification and justification. Leslie was hired as one of the two, Assistants to the City Manager. A new position justified by the City Council and the City Manager at the time. She then became the Assistant Public Works Director, (resulting in a 19.8% salary increase with her new title) and now proposed to be the Deputy City Manager (she will be making 22% more than her hired salary in 2023, with significant benefit increase). I do not question if Leslie is qualified or not, I do not know enough about her background. Also, with increased responsibility comes salary increases. The staff report states, *"this reclassification enables the City to retain a highly talented executive level individual and without negatively impacting her growth prospects"*, so are we creating this new position just to keep her? It does seem as if over the last two years City Administration has created and made strong justifications for a variety of new positions. By moving employees around so often and creating new, significantly larger, titles, it moves people through the organizational chart too quickly, in my opinion. We also become very "top heavy" as an organization, which is costly, and it does not solve our need for "boots on the ground" employees.

1a. If this is approved, we will have now reclassified BOTH Assistants to the City Manager to BRAND NEW positions with pay increases. We should ask ourselves, why did we need those positions in the first place if we don't need them anymore? Second, did we reclassify them because there was such strong community pushback against the Assistant to the City Manager positions? Third, are we creating positions just to keep people?

Item 7: **Authorizing the City Manager to Execute an Employment Agreement for the Deputy City Manager.** Please delay a resolution authorizing the City Manager to execute an agreement until this has been discussed and reviewed by the newly appointed city council.

Thank you for your time (especially since I submitted two public comments),

Stephanie Iacobacci-Smithers

From: Kelly Wheaton
To: cityclerk
Subject: [External] ***Spam*** Agenda Item 13.3 and 13.4
Date: Tuesday, November 12, 2024 5:37:47 AM

Mayor Dohring, City Council Members, Citizens of St Helena

In the most outrageous and cynical way, the upgrading of staff titles for roles some of these individuals are not qualified for, during a time of financial crisis needs to be called out for what it is. This is an attempt by the City Manager and his top lieutenants to ENRICH THEMSELVES at the City Taxpayers expense. It is both unnecessary and unwarranted and is another ill informed move that has brought us to this financial crossroads.

The voters said NO to A1 &A2 and now you the council are going to accquiese to the CMs wishes and burden the town and the incoming council with this largesse. At a time when the town needs to tighten its belt to protect its essential services you are handing out bonuses, raises and title creep like the spoils of plunder. These items need to be TABLED rather than hung around the necks of the townspeople. For SHAME on any of you that vote for this. I have already heard people considering a RECALL, which I would support if this is not TABLED, until it can be considered in light of our full Financial picture.

And what is even worse is this comes out on Thursday's Agenda with no opportunity for anyone to read about it in the STAR. The City Manager knows exactly what he is doing trying to get this passed BEFORE the rubber stamp City Council is replaced with a majority, that is charged with Fiscal Responsibility.

And while I am gripping this show of force in the back of the room with all the Department heads is another attempt to tell the town, who is Boss. We see all this for what it is. A town being bankrupt by people who do not live here enriching themselves at taxpayer expense. They don't have to drink or bathe in stinky, discolored water. The citizen's of St Helena elected the council to represent them, not to curry favor and enrich the staff. We will not forget.

Sincerely,

Kelly Wheaton

From: Aaron barak
To: cityclerk
Subject: [External] Agenda Items 13.3 & 13.4
Date: Monday, November 11, 2024 6:53:17 PM

Dear Mayor Dohring, Council Members, and City Management,

I am writing to formally request that the council postpone the vote on the agenda item 13.3 & 13.4 related to the proposed salary increase and contract extension for the city manager, as well as the additional staff reclassifications and expansions. Given the current financial landscape and recent community feedback, it is essential that we approach these matters responsibly and in alignment with the council's previous fiscal messaging.

Firstly, I recognize the concerns that Mayor Dohring and others have raised about continuity, institutional memory, and staff morale. These are critical elements for any effective administration, particularly in challenging times. However, over the past two years, the city and council have consistently underscored the severity of St. Helena's financial crisis, emphasizing that significant additional revenue was required to sustain essential services and avoid budget cuts. This culminated in the push for Measure A, a transfer tax intended to bridge the city's budgetary gap. The community was told that this revenue was essential to protect public safety and vital city services.

Now, with Measure A having been voted down, it would be prudent to reconsider any increases to long-term financial commitments that could deepen our structural deficit. Moving forward with these proposals, despite our well-documented fiscal challenges, sends a mixed message to residents who were recently asked to make financial sacrifices. Approving new costs and commitments risks undermining public trust in the council's stewardship and the fiscal urgency communicated around our financial crisis.

While city staff have concluded in their staffing report that these proposals are budget-neutral or result in savings, this assertion largely relies on reallocating funds across departments rather than actual reductions in spending. The claimed savings of $65,550, for instance, come from shifting costs within different funds rather than decreasing the city's overall financial obligations. Moreover, the unfreezing of positions and additional staffing commitments represent real increases in long-term costs, especially when factoring in rising CalPERS liabilities. True cost savings would require genuine reductions, not internal reallocations that obscure the city's financial burden rather than alleviate it.

Therefore, I respectfully urge the council to defer not only these specific costs but also any further discretionary costs until we have a comprehensive financial plan to address the city's structural deficit. This approach would demonstrate a strong commitment to fiscal responsibility and ensure that we are acting in the best interest of St. Helena's long-term financial stability.

Thank you for considering this request. I am available for further discussion and look forward to working together on a sustainable financial path for our city.

Respectfully,

Aaron Barak
City Council Member-Elect
City of St. Helena

From: sharon dellamonica
To: cityclerk
Subject: [External] Items 13.3 and 13.4
Date: Tuesday, November 12, 2024 1:33:56 PM

I strongly recommend that the current City Council postpone voting on Items 13.3 and 13.4.

And, I encourage the new council to carefully review employee titles, employee contracts, especially executive management, and not provide bonuses during financial hardship. In addition, I recommend removing this City Manager and his assistants and returning to an appropriately salaried and smaller staff. We need this change as part of the move toward financial stability.

Sincerely,
Sharon Dellamonica

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	November 12, 2024
FROM:	April Mitts, Assistant City Manager
SUBJECT:	1. Consideration and proposed approval of a resolution granting consent to the County of Napa to renew the Napa Valley Tourism Improvement District (NVTID) and include the City of St. Helena in the renewed TID. 2. Consideration and proposed approval of a resolution appointing the City of St. Helena Mayor, or designee, as the City representative for the Napa Valley Tourism Corporation (NVTC).
RECOMMENDED ACTION:	Staff recommends the City Council approve the attached resolutions granting consent to renew the Napa Valley Tourism Improvement District and include the City of St. Helena in the renewed TID (Attachment 5) and appointing the Mayor, or designee, to the Napa Valley Tourism Corporation (Attachment 6).
PREVIOUS COUNCIL ACTION:	March 23, 2010 - Resolution 2010-33 June 8, 2010 - Resolution 2010-54 June 13, 2010 - Resolution 2010-70 February 27, 2018 - Resolution 2018-20
STATEMENT OF THE PURPOSE:	Grant consent to renew the NVTID and provide direction on the City's representation on NVTC.
FINANCIAL IMPACT:	In FY 25, it is estimated the City will collect $795,000 on behalf of the NVTID. Of the amount collected, 75% is for Countywide tourism promotion, through NVTID, 24% is for the local St. Helena TID, and the City retains 1% for administrative costs. Not renewing NVTID would result in the loss of this annual revenue which is directed towards local tourism promotion.

BACKGROUND:

Tourism Improvement Districts

Tourism Improvement Districts (TIDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow assessed business owners to organize their efforts to increase tourism. Business owners within the TID fund the TID, and those funds are used to provide services that are desired by and benefit the assessed businesses within the TID.

TID Benefits:

- Funds cannot be diverted for other government purposes;
- They are customized to fit the needs of each destination;
- They allow for a wide range of services including destination marketing, tourism promotion, and sales lead generation;
- They are designed, created, and governed by those who will pay the assessment; and
- They provide a stable funding source for tourism promotion.

In California, TIDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between TIDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TID.

Napa Valley Tourism Improvement District

The Napa Valley Tourism Improvement District (NVTID) was established by the County of Napa in 2010 for a five-year period, with consent from the Cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville, pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., to promote businesses in Napa Valley.

The NVTID was established through a collaborative process where businesses within a designated area, in this case lodging establishments, voted to assess themselves a fee to fund tourism promotion activities by majority approval.

Once formed, the NVTID authorized a 2% assessment (TID assessment) on overnight stay accommodations in the jurisdictions with each jurisdiction responsible for collecting the assessment. Each assessment is allocated as follows:

- 75% of the TID assessment is directed for Countywide tourism promotion (through the NVTID)
- 24% of the TID assessment is directed to the local TID (St. Helena Tourism Improvement District "Local TID", "TID", or "SHTID")
- 1% of the TID assessment is retained by the City of St. Helena as a nominal administrative cost recovery charge.

The NVTID was subsequently renewed on June 10, 2014, by the County, with consent from the cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville for a 10-year term which ends on June 15, 2025.

Napa Valley Tourism Corporation

The Napa Valley Tourism Corporation (NVTC) was formed to manage NVTID funds and to be the responsible agent to manage day-to-day decisions on use of NVTID funds directed towards countywide marketing and programs (75% of the assessment), subject

to oversight by the Napa County Board of Supervisors. NVTC has a 15-member Board of Directors who ensure that the efforts of the Corporation fulfill the market plan of the NVTID. The Board of Directors consists of eight members representing lodging businesses and one member from each jurisdiction (five cities and the county) appointed by the local City Council or Board of Supervisors.

On June 8, 2010, via Resolution 2010-54 (Attachment 1), City Council appointed the Executive Director of the St. Helena Chamber of Commerce to serve on the NVTC Board as the City of St. Helena representative.

On February 27, 2018, via Resolution 2018-20 (Attachment 2), City Council appointed Amy Carabba-Salazar, St. Helena Chamber CEO to serve on the NVTC Board as the City of St. Helena representative.

DISCUSSION:

NVTID Renewal

Lodging business owners decided to pursue another renewal of the NVTID in order to continue a revenue source devoted to marketing Napa Valley as a tourist, meeting, and event destination. If renewed, the NVTID would generate approximately $11 million on an annual basis for promotion of travel and tourism specific to Napa Valley.

The renewed NVTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville, and the unincorporated area of Napa County. Because the renewed NVTID will include the City of St. Helena, consent must be granted by the City Council of St. Helena in order for the City of St. Helena to be included in the operation and future renewals of the NVTID.

On October 15, 2024, the Napa County Board of Supervisors adopted Resolution 2024-112 (Attachment 3) to begin proceedings to renew the NVTID which includes requesting consent of the cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville to renew the NVTID. Following consent from the local jurisdictions the County Board of Supervisors will hold a public meeting on December 3, 2024, and a public hearing on December 17, 2024. The time and place for both the public meeting and public hearing is 9:00 a.m., or as soon thereafter as the matter may be heard at the Board of Supervisors Chambers located at 1195 Third Street, Third Floor, Napa, CA 94559.

Management District Plan

The Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. requires a Management District Plan (MDP). A MDP outlines the goals, services, and funding mechanisms for a TID. The MDP calls for the NVTID to contract with an "owners association," which is the Napa Valley Tourism Corporation (NVTC).

The updated MDP (Attachment 4) for the NVTID includes the proposed boundary of the NVTID, a service plan, budget, and proposed means of governance. As noted above, the renewed NVTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville, and the unincorporated area of Napa County.

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6), and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the Visit Napa Valley (VNV) Board of Directors and then brought to the Napa Valley Tourism Corporation (NVTC) Board for final approval. The maximum increase in years three (3), six (6), and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue.

The renewed NVTID will have a ten (10) year term, beginning June 26, 2025, or as soon as possible thereafter, and ending ten (10) years from its start date. Once per year beginning on the anniversary of NVTID renewal there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the NVTID.

The collection of the assessment remains unchanged. Each jurisdiction will continue to be responsible for collecting the assessment on a basis that mirrors the collection of transient occupancy tax from each lodging business located in the NVTID boundaries. Each jurisdiction shall forward the assessments to the County of Napa ("County") to be forwarded to the Napa Valley Tourism Corporation, which will have the responsibility of managing NVTID programs as provided in the Management District Plan. Each jurisdiction tax collector will continue to retain a fee of up to one percent (1%) of the amount of the assessment collected prior to remitting funds to the County, within their respective jurisdictions, to cover their costs of collection and administration.

Recommendation: Staff recommends the City Council approve the attached resolution (Attachment 5) granting consent to the County of Napa to renew the Napa Valley Tourism Improvement District (NVTID) and include the City of St. Helena in the renewed TID.

Napa Valley Tourism Corporation

Recently Vice Mayor Hall, supported by City Council, requested staff bring an item back to City Council regarding the City's representation on the Napa Valley Tourism Corporation (NVTC) Board.

As noted in the Background section, NVTC was formed to manage NVTID funds and to be the responsible agent to manage day-to-day decisions on use of NVTID funds directed towards countywide marketing and programs. NVTC has a 15-member Board

of Directors who ensure that the efforts of the Corporation fulfill the market plan of the NVTID. The Board of Directors consists of eight members representing lodging businesses and one member from each jurisdiction (five cities and the county) appointed by the local City Council or Board of Supervisors.

Since the inception of the NVTC the City of St. Helena has designated the Executive Director/CEO of the St. Helena Chamber of Commerce to serve on the NVTC Board as the City of St. Helena representative (Attachment 1 and Attachment 2).

The current composition of the Board is as follows:

Lodging Representatives:

- Michael Lennon: City of Calistoga, Calistoga Spa Hot Springs
- Max Compagnon: Town of Yountville, Napa Valley Lodge
- Sara Brooks: City of Napa, Napa River Inn
- Don Shindle: City of Napa, The Westin Verasa
- Erik Burrow: City of American Canyon, Doubletree by Hilton Napa Valley
- George Goeggel: Unincorporated County of Napa, Auberge Resorts
- Marcelle Adderley: City of St. Helena, Southbridge Napa Valley

Government/Business Representatives

- Donald Williams: City of Calistoga, Mayor
- Brad Raulston: Town of Yountville, Town Manager
- Steve Potter: City of Napa, City Manager
- Linsey Gallagher: Visit Napa Valley CEO
- David Oro: American Canyon, City Council
- Ann Cottrell: Napa County Board of Supervisors
- Amy Carabba-Salazar: City of St. Helena, St. Helena Chamber of Commerce CEO

The Management District Plan (Attachment 4) establishes a 14-member NVTC Board, with six members representing each of the included municipalities and Napa County, appointed by their respective city or town Councils or Board of Supervisors. Upon reviewing the Board's composition, it was observed that the City of St. Helena is the only local government without an elected official or city/town manager as its representative. Give that businesses are well represented through the Visit Napa Valley designee and the seven lodging establishments, staff recommends that the City Council appoint the Mayor, or their designee, to serve as St. Helena's representative. Doing so would enable the City of St. Helena to have a voice at the regional TEC and create a balanced mix of local government representatives/policymakers and business representatives on the Board.

Recommendation: Effective December 1, 2024, appoint the Mayor, or designee, to serve as the City of St. Helena representation on NVTC. Resolution is included as Attachment 6.

ENVIRONMENTAL REVIEW:
N/A

GOAL:

Goal 1: Strengthen Financial Sustainability
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1 Resolution 2010-54
Attachment 2 Resolution 2018-20
Attachment 3 Reso 2024-112 Requesting Consent of the Cities of AC, Calistoga, Napa, St. Helena and Yountville to renew the NVTID
Attachment 4 NVTID MDP 2025-2035
Attachment 5 NVTID Resolution
Attachment 5 NVTC Appointment Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2010-54

APPOINTING CITY REPRESENTATIVES TO THE NAPA VALLEY TOURISM CORPORATION BOARD OF DIRECTORS AND THE TBID LOCAL GOVERNING COMMITTEE

RECITALS

A. On April 27, 2010 the Napa County Board of Supervisors approved a resolution of intent to establish a Napa Valley Tourism Business Improvement District (TBID) which will levy a 2% assessment on overnight stay accommodations in the City of St. Helena.

B. Seventy five percent of the TBID assessment will be sent to the County and the remaining 25% will be transmitted to the local marketing entity for local TBID promotional activities, less a nominal administrative recovery charge.

C. The TBID governance structure establishes a Napa Valley Tourism Corporation as the responsible agent to manage day-to-day decisions on the use of TBID funds directed towards countywide marketing and programs (75% of the assessment). A Board of Directors ensures that the efforts of the Corporation fulfill the marketing plan of the TBID. The Board of Directors for the corporation includes eight hoteliers plus representatives from the County and each municipality.

D. Separate Local Governing Committees oversee the expenditure plans for the portion of the assessment allocated for local marketing (25% of the assessment), made up of four local hoteliers, two local jurisdiction representatives and one representative from the Chamber of Commerce.

E. The City Council has been asked to appoint one representative to the Napa Valley Tourism Corporation and two representatives to the Local Governing Committee.

RESOLUTION

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

1. Appoints Nancy Levenberg, Executive Director of the St. Helena Chamber of Commerce, to serve on the Napa Valley Tourism Corporation Board of Directors (NVTC Board).

2. Appoints City Manager Neilan and Councilmember Crull to serve on the Local Governing Committee.

3. Appoints Mayor Britton to serve as an Alternate on the Local Governing Committee.

Approved at a Regular Meeting of the St. Helena City Council on June 8, 2010 by the following vote:
AYES: Councilmembers Sklar, Schoch, Sanchez, Crull, Mayor Britton
NOES: None
ABSENT: None

APPROVED:

Delford Britton
Mayor

ATTEST:

Delia Gutjosa
City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2018-20

Resolution appointing Amy Carabba-Salazar, St. Helena Chamber CEO to the Napa Valley Tourism Corporation (NVTC) and St. Helena Tourism Improvement District (SHTID)

RECITALS

A. On April 27, 2010 the Napa County Board of Supervisors approved a resolution to establish a Napa Valley Tourism Business Improvement District (TBID) which levies an assessment on overnight stay accommodations in the City of St. Helena; and

B. A portion of the assessment is sent to the County and the remaining is transmitted to the local marketing entity for local TBID promotional activities, less a nominal administrative recovery charge; and

C. The TBID governance structure established a Napa Valley Tourism Corporation as the responsible agent to manage day-to-day decisions on the use of TBID funds directed towards countywide marketing and programs. A Board of Directors ensures that the efforts of the Corporation fulfill the marketing plan of the TBID. The Board of Directors for the corporation includes eight hoteliers plus representatives from the County and each municipality.

D. Separate Local Governing Committees oversee the expenditure plans for the portion of the assessment allocated for local marketing, made up of four local hoteliers, two local jurisdiction representatives and one representative from the Chamber of Commerce.

E. The City Council has been asked to appoint one representative to the Napa Valley Tourism Corporation and one representative to the Local Governing Committee.

RESOLUTION

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

1. Amy Carabba-Salazar, St. Helena Chamber CEO is appointed to serve on behalf of the City of St. Helena on the Napa Valley Tourism Corporation and the local St. Helena Tourism Improvement District

Approved at at the regular St. Helena City Council meeting on February 27, 2018 by the following vote:

Mayor Galbraith:	**Yes**
Vice Mayor White:	**Yes**
Councilmember Dohring:	**Yes**
Councilmember Ellsworth:	**Yes**
Councilmember Koberstein:	**Yes**

APPROVED:

Alan Galbraith, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk



RESOLUTION NO. 2024 - 112

RESOLUTION REQUESTING CONSENT OF THE CITIES OF AMERICAN CANYON, CALISTOGA, NAPA, AND ST. HELENA AND THE TOWN OF YOUNTVILLE TO RENEW THE NAPA VALLEY TOURISM IMPROVEMENT DISTRICT

WHEREAS, the Board of Supervisors (the "Board") of the County of Napa (the "County") desires to begin proceedings to renew the Napa Valley Tourism Improvement District ("NVTID"); and

WHEREAS, certain lodging business owners have requested that the Board renew the NVTID; and

WHEREAS, a portion of the territory proposed to be included in the NVTID lies within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville (the "cities and town"), as shown on the map attached hereto as Exhibit A and incorporated herein by such attachment; and

WHEREAS, the area of the cities and town which lies within the boundaries of the proposed NVTID will, in the opinion of the Board, be benefited by the improvements and activities, and the purpose sought to be accomplished by the work can best be accomplished be a single comprehensive scheme of work.

NOW, THEREFORE, BE IT RESOLVED by the Board of the County that:

Section 1: The above recitals are true and correct.

Section 2: Consent of the cities and town, through their respective City Councils and Town Council, is hereby requested to renew the NVTID, and to grant to the Board jurisdiction for all the purposes in connection with creation, operation, and future renewals of the proposed NVTID.

Section 3: The Clerk of the Board is hereby directed to transmit a certified copy of this Resolution to the City Clerk of the cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town Clerk of the Town of Yountville.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 15th day of October, 2024, by the following vote:

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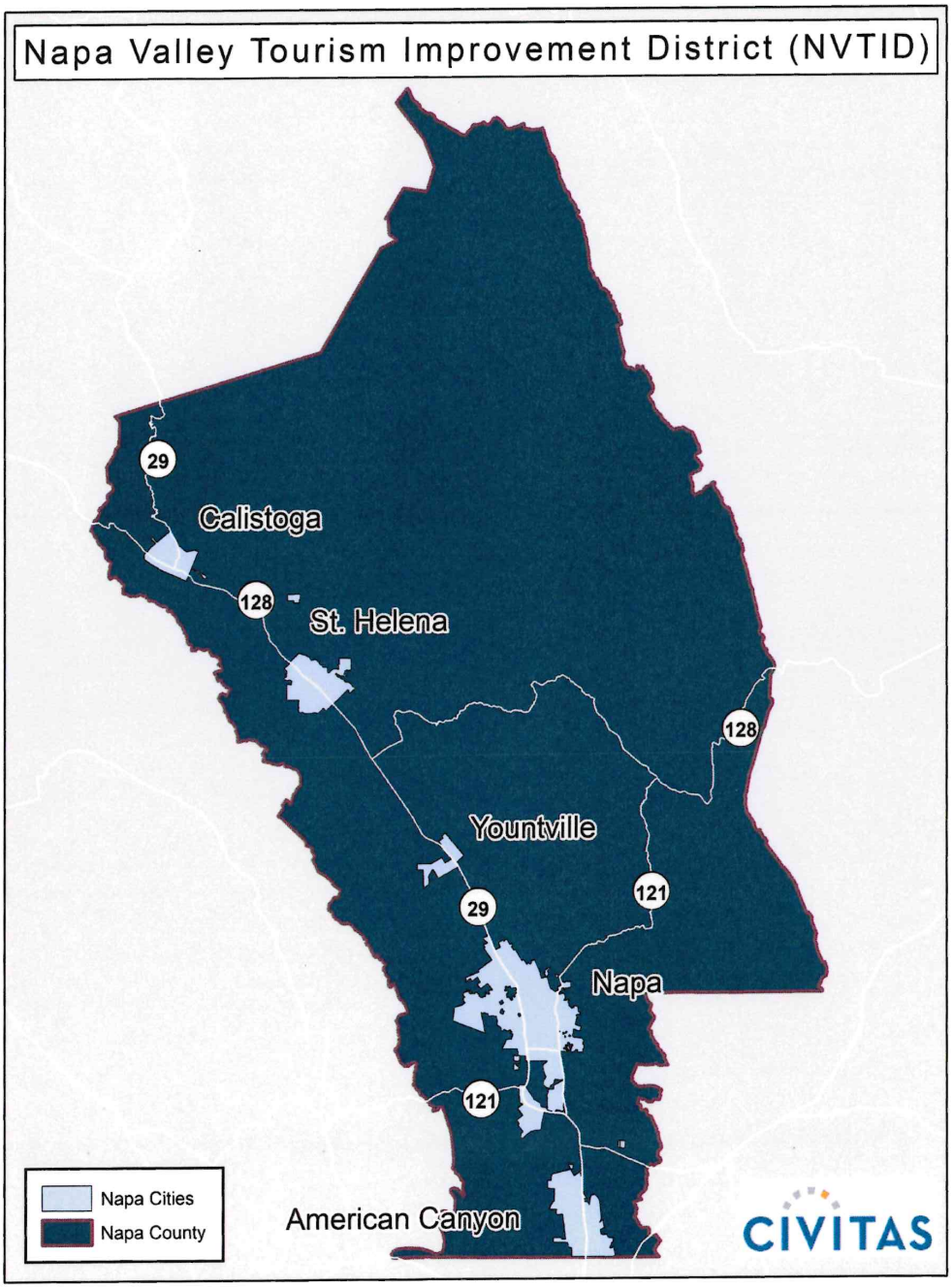
AYES:	SUPERVISORS	GREGORY, COTTRELL, PEDROZA, RAMOS, AND GALLAGHER
NOES:	SUPERVISORS	NONE
ABSTAIN:	SUPERVISORS	NONE
ABSENT:	SUPERVISORS	NONE

NAPA COUNTY, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: S. Darbinian Deputy County Counsel Date: 10/9/2024	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: October 15, 2024 Processed By: Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____ Deputy

Exhibit A: NVTID Boundary Map



2025-2035



NAPA VALLEY TOURISM IMPROVEMENT DISTRICT

MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

June 5, 2024

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Prepared by
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I. OVERVIEW

Developed by Napa Valley lodging businesses, the Napa Valley Tourism Improvement District (NVTID) is an assessment district which provides specific benefits to payors, by funding marketing and sales promotion efforts for assessed lodging businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The NVTID was created in 2010 for a five (5) year term and was subsequently renewed in 2015 for a ten (10) year term. The NVTID has reached the end of this term, and lodging owners now wish to renew the NVTID for a ten (10) year term.

Location: The NVTID includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa (jurisdictions), as shown on the map in Section IV of this Management District Plan (Plan).

Services: The NVTID is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Valley-wide marketing and sales and local jurisdiction destination marketing initiatives will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

Budget: The total NVTID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately $11,000,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, as lodging businesses open and close, and if the assessment rate is increased pursuant to this Plan.

Cost: The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the Visit Napa Valley (VNV) Board of Directors and then brought to the Napa Valley Tourism Corporation (NVTC) Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

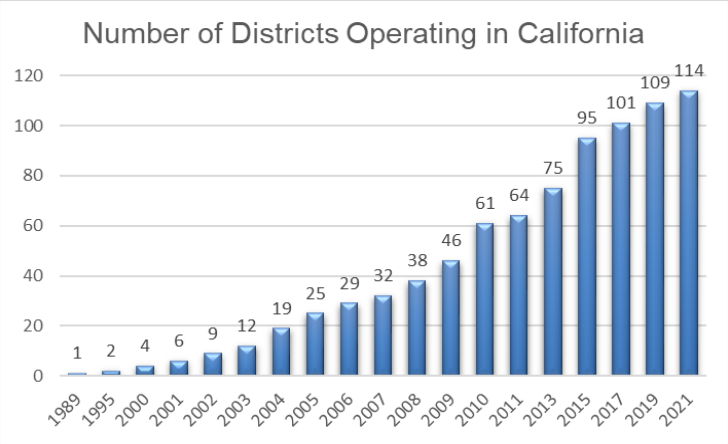
Collection: Assessment collection shall mirror the collection of transient occupancy tax (including any delinquencies, penalties and interest) and shall be collected from each lodging business located in the boundaries of the NVTID on all gross short-term sleeping room rental revenue, as defined in each jurisdiction's municipal/county code. Each jurisdiction shall take all reasonable efforts to collect the assessments from each assessed lodging business.

Duration: The NVTID will have a ten (10) year life, beginning June 16, 2025 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the NVTID may be renewed pursuant to the Property and Business Improvement District Law of 1994 (94 Law) if lodging business owners support continuing the NVTID programs.

Management: The Napa Valley Tourism Corporation (NVTC) shall continue to serve as the NVTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the Board of Supervisors.

II. BACKGROUND

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TID. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Napa Valley lodging businesses continue to invest in stable, commerce-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. Tourism business owners within the TID pay an assessment and those funds are used to provide services that increase commerce for assessed businesses.

In California, most TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TIDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

III. ACCOMPLISHMENTS

More Dollars for Our Community: Since the creation of the Tourism Improvement District (TID), annual transient occupancy tax **(TOT) collections have grown more than 155%.**

- In FY2011, TOT collections totaled $27M.
- FY2023 finished at $69M, which is $14M over FY2019 (the previous highest collection), exhibiting recovery and growth from the post-pandemic economy.

A Sustained & Competitive Budget for Marketing the Napa Valley: Since the inception of the TID, NVTC has contracted with Visit Napa Valley to carry out the programs and services of the TID. Prior to the establishment of the TID, Visit Napa Valley operated with a budget of less than $500,000 to market the region and was readily outspent by competitors. Today, Visit Napa Valley operates with a budget of approximately $8M, generated by the TID assessment, (a 1500% increase from 2011) to market the valley as a whole and $2M in TID revenue stays within the local jurisdictions for destination marketing efforts managed by each of those jurisdictions. Local marketing efforts complement, and do not conflict or compete with, the valley-wide promotion effort.

Napa Valley is a Desirable Place to Invest in Hospitality: Since 2010, Napa County hotel revenue has increased nearly 2.5 times.

- 2010 Hotel Revenue = $179M; 2023 Hotel Revenue = $512M (186% increase).
- This compels investment opportunities for new and existing lodging properties.
- Record setting real estate transactions in 2021-2023 underscore Napa Valley as a good investment opportunity.

Resilient in the Face of Adversity: Due to the strength of the Napa Valley brand, cultivated by Visit Napa Valley's marketing and sales efforts, Napa Valley's hospitality community has weathered crisis, natural disasters, and the pandemic and exceeded recovery expectations after each critical event.

- Visit Napa Valley maintains a fully funded Cash Reserve (50% of annual operating budget) in order to continue efforts in lean times.
- Visit Napa Valley is a trusted contributor to community communication efforts during natural disaster crises (floods, fires, earthquakes) and pandemic (COVID-19).

A Trusted Source of Destination Insights and Inspiration: Key audiences look to Visit Napa Valley to effectively curate content that inspires the destinations key audiences (Consumers, Travel Trade, Meetings & Incentive Planners, and the Tourism and Hospitality Industry).

- NVTID funds have been effectively utilized to implement a variety of programs that ultimately increase room night sales.
- Created the "Cabernet Season" campaign to proactively brand the slower "shoulder season" (typically November through March) to benefit hospitality partners. Today, "Cabernet Season" is a recognized and effective tool for hospitality partners to promote the valley and their own businesses.
- Created annual campaigns such as Restaurant Week and Mustard Season during Cabernet Season to promote visitation during that slower time.
- Visit Napa Valley responds to current trends and pain points in the industry which led to the creation of the "Approachable Luxury" campaign. This showed visitors the breadth and depth of hospitality offerings available in Napa Valley, helping visitors to discover their

version of luxury - illustrating experiences that fit budget and needs, without specifically calling out price.

- Visit Napa Valley has avidly promoted all 5 towns (Calistoga, St. Helena, Yountville, the City of Napa, American Canyon) and the Unincorporated Napa County through all marketing and sales efforts in all channels, including paid media (ads), owned media (website, social channels, blog, newsletter), and earned media (active public relations and press opportunities).
    - The Towns-Specific Campaign feature an integrated program consisting of both paid media along with activations on owned channels.
- Annual Visit Napa Valley Engagement Metrics:
    - 2 million Visitors to the www.VisitNapaValley.com website, resulting in nearly 1 million clicks to websites of Napa Valley hospitality businesses.
    - The Visit Napa Valley website is frequently cited as the #1 or #2 referral url for most partners who invest with Visit Napa Valley.
    - Group leads equated to more than 200,000 potential room nights, with a potential economic impact of $88 Million.
    - The Napa Valley Welcome Center, promoting the entire Napa Valley greets over 110,000 people and makes over 35,000 direct referrals to valley-wide hospitality businesses.
- Robust sales team drives overnight stays from transient / leisure travelers as well as business and incentive groups. Business development efforts grow lead generation with meeting professionals, with key focus on incentive, corporate C-Suite and association markets, to increase group business to Napa Valley during weekdays, off-peak season and need periods.
- Partnerships with visitor-serving businesses have increased from just six at the onset of the TID to more than 500 investor partners. This serves as testament to the confidence our constituency has in our mission, strategies and programs supporting the hospitality industry in Napa Valley.
- Numerous valuable trade relationships have been established and nurtured, including Visit California, CalTravel, US Travel, Brand USA, San Francisco Travel, Napa Valley Vintners, and the Napa County Farm Bureau. All partnerships are leveraged to bring in overnight group and event business, in addition to leisure travelers. Partnerships with meeting planner associations have been formed to bring additional overnight groups to the Napa Valley.

Transparent and Accuracy in Reporting: Carrying out the valley-wide marketing and sales efforts, Visit Napa Valley performs under best practices and processes that meet or exceed industry standards.

- Visit Napa Valley is subject to an annual audit conducted by an independent CPA firm that is approved by the County of Napa Auditor Controller and the VNV Board of Directors Audit Committee.
- Since inception of the TID in FY2011, Visit Napa Valley has received nothing less than the highest score, with clean annual audits (with no findings) for 14 years and counting.
- The Napa Valley Tourism Corporation Board meetings are governed by the Brown Act and Public Records Act.
- Annual Reports are presented to the Napa County Board of Supervisors offices.
- Annual Operating Plans are produced yearly, with approval by NVTC and VNV Boards of Directors.
- Long Range Planning cycles with input from stakeholders and final approval by both NVTC and VNV Boards of Directors.

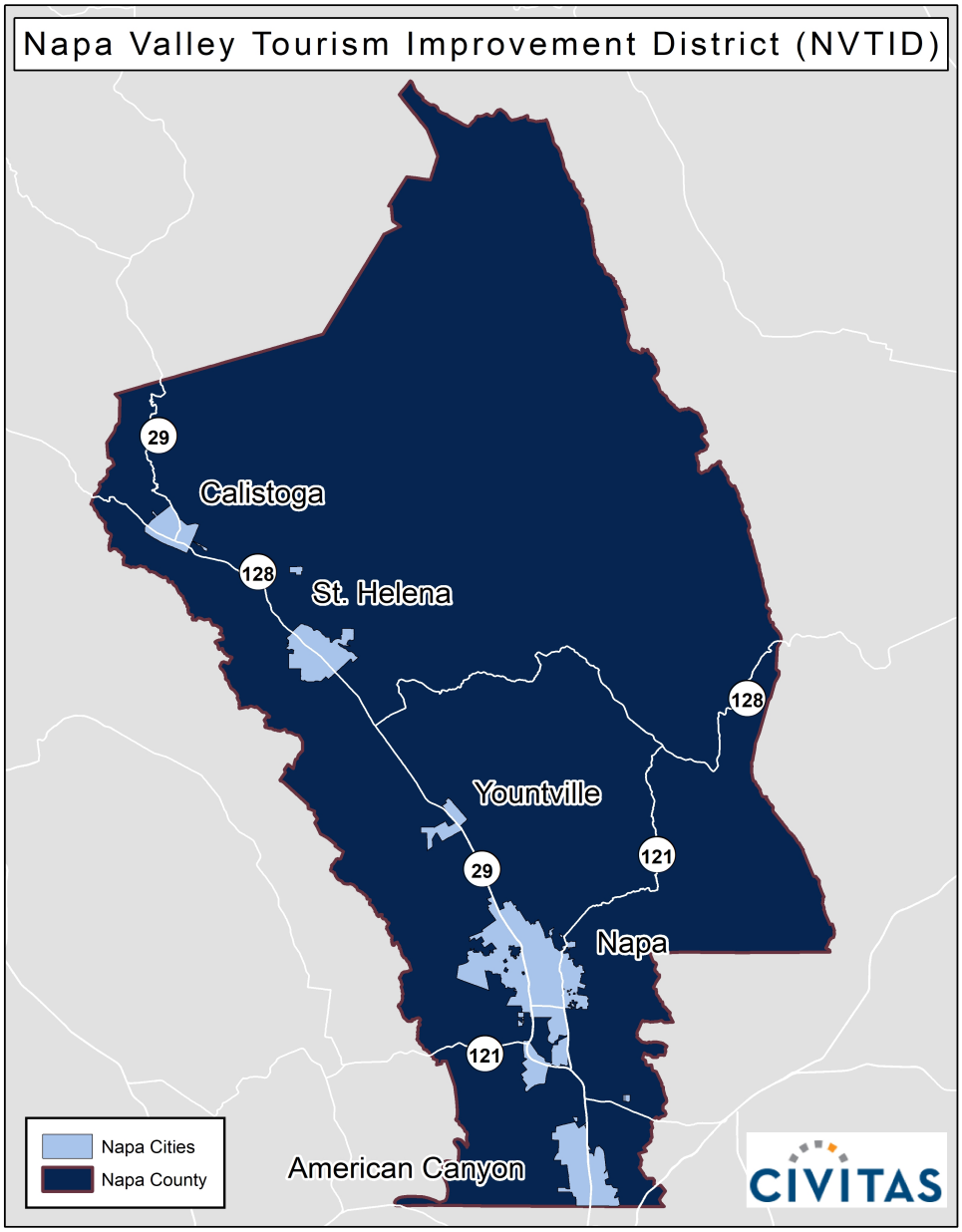
Delivering Results for the Community: These efforts have paid off and delivered return on investment for assessed businesses. Since the inception of the TID in 2010, lodging revenue has grown every year (with the exception of 2020 pandemic impacts). Average daily room rates have also increased, as have occupancy rates during mid-week and shoulder seasons. Napa Valley led the way in travel recovery for the state of California, winning back more than our fair share of visitors. Strategic priorities on the horizon ahead include embracing destination stewardship and sustainability. Growth in TID revenue fuels an upward spiral of TOT revenue to each jurisdiction in Napa Valley - contributing significantly to the general fund of each town (in Calistoga, St. Helena, Yountville, the City of Napa and American Canyon), as well as the Unincorporated Napa County. This significantly enhances quality of life for our residents.

IV. BOUNDARY

The NVTID shall include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated area of the County of Napa ("jurisdictions"), as shown in the map below.

Lodging business means: any structure or any portion of any structure which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes, but is not limited to, all hotels, motels, inns, vacation rentals and short-term rentals. Notwithstanding the prior sentence, lodging business does not include campgrounds, mobile homes, or traditional space-rental only R.V. parks.

A complete listing of lodging businesses within the NVTID can be found in Appendix 2. The lodging business list was compiled from records provided by each jurisdiction. The list was developed with the most reliable information provided by the jurisdictions. Some discrepancies may appear due to any of the following reasons: 1) Vacation rentals and short term rentals may cease operation with little or no notice, and may no longer be operating as a vacation rental or short-term rental; and 2) the lodging business list was compiled based on the date shown on the cover page of this Plan, and may not include lodging businesses that began operation after the dates listed.

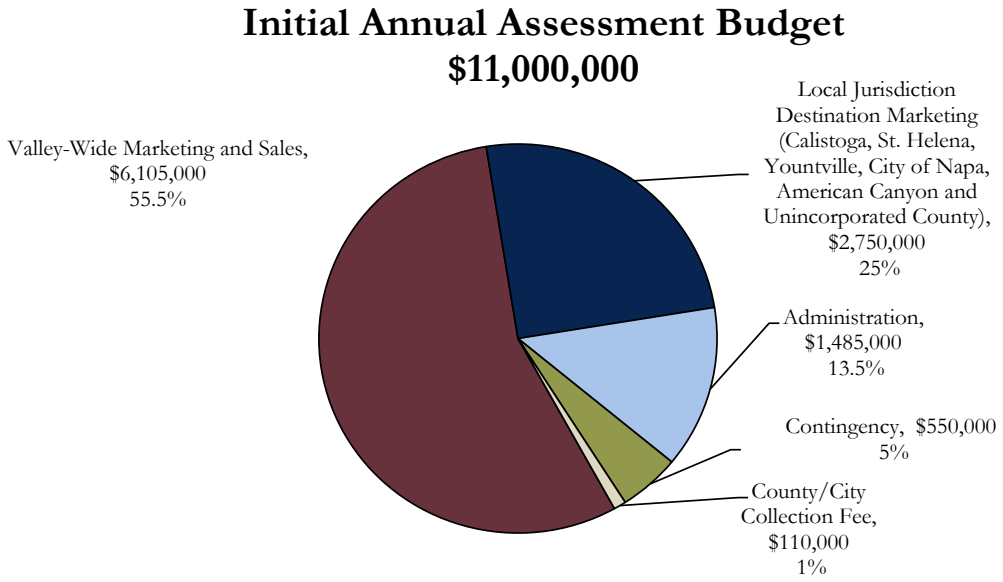

Napa Valley Tourism Improvement District (NVTID)
29
Calistoga
128
St. Helena
128
Yountville
29
121
Napa
121
American Canyon
Napa Cities
Napa County
CIVITAS

V. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the jurisdictions of conferring the benefits or granting the privileges. The privileges and services provided with the NVTID funds are valley-wide and local jurisdiction destination marketing and sales programs, available only to assessed lodging businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed lodging businesses. A detailed annual report and assessment budget will be developed and approved by the NVTC and submitted to the Board of Supervisors. The table below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years. The total initial annual assessment budget is $11,000,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the County and the NVTC Board shall have the authority to adjust budget allocations between the Valley-Wide Marketing and Sales, Administration, and Contingency categories by no more than ten percent (10%) of the total assessment budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the NVTID, any and all assessment funds may be used for the costs of defending the NVTID.

Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories.

Valley-Wide Marketing and Sales
Funding from the assessment will be applied to marketing and sales programs that promote tourism in the valley and will encourage overnight stays in Napa Valley. Valley-wide marketing and sales programs are designed to promote, encourage, and support tourism and hospitality in Napa Valley and may include, but are not limited to:

Paid Media (Advertising) such as:

- Online/digital advertising
- Print advertising
- Out-of-home advertising (billboards, roadside signage, kiosks, banners)
- Radio advertising
- Events sponsorship and activations
- Production costs for advertising assets

Owned Media (Channels/Platforms) such as:

- Napa Valley website
- Napa Valley social media channels
- Napa Valley newsletters, blogs, content
- Marketing materials (brochures, pamphlets, branded collateral)
- Industry tradeshows, conferences, and activations
- Distribution and fulfillment of marketing and sales materials
- Operation of Valley-Wide visitor information center (located at Napa Valley Welcome Center in Downtown Napa)

Earned Media (Public Relations & Press) such as:

- Public relations outreach (including press bulletins/releases and media leads, crisis communications, etc.)
- Press educational and familiarization trips

Sales (Group and Travel Trade) Programs such as:

- Lead Generation
- Trade Shows
- Sales Missions
- Familiarization Tours

Special Projects and Programming for:

- Destination stewardship programs and initiatives including, but not limited to:
    - Sustainability
    - Hospitality Workforce Development
    - Heritage Tourism
    - DEI&A

Organizational Initiatives in Support of Tourism and Hospitality including:

- Industry research, analytics, seminars
- Stakeholder engagement and meetings
- Partner and industry relations

- Global outreach and engagement, such as Great Wine Capitals, Sister City Programs, etc.
- Professional/industry association affiliation
- Communications and advocacy activities to inform and educate the public and local government officials
- Software platforms and applications for business management
- Administrative costs associated with these activities

Local Jurisdiction Destination Marketing
Each local jurisdiction (the Cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the unincorporated County of Napa) shall retain 25% of the total assessment collected within that local jurisdiction to fund eligible programs and activities as described below.

Each jurisdiction shall form a local governing committee which shall be responsible for the administration of the destination marketing efforts within their respective jurisdiction. Jurisdiction-specific destination marketing funding is designed to support initiatives which promote and enhance local, jurisdiction-based tourism and hospitality and is aligned with valley-wide promotional effort.

Local jurisdiction destination marketing funding is designed to support to local activities which promote and enhance locally based tourism efforts, including but not limited to:

- Locally specific market niche advertising and marketing efforts that complement, and do not conflict with or compete with, the valley-wide promotion effort.
- Tourism marketing and promotional information: including website, print and other collateral material and technology applications.
- Local special event programming, underwriting and promotion.
- Operation of local visitor information center.
- Community and cultural arts programming activities, such as music on the plaza, movie nights, sculpture walks, film festivals, etc.
- Tourism related streetscape enhancement and maintenance or visitor-serving improvements.
- Seasonal and other tourism and visitor related programs.
- Local tourism shuttle or other visitor transportation programs.
- Seed funding for community-based programs which support or enhance tourism.
- Trails, pedestrian paths, signage, bike paths, etc. which enhance and improve upon the visitor experience and access to lodging properties.
- Enhanced maintenance and custodial municipal services to tourism-related areas.
- Administrative costs associated with these activities.

Administrative and Operations
The administrative and operations portion of the budget, thirteen- and one-half percent (13.5%), shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as audits, insurance, legal, and accounting fees. Information on audits is included herein in Section VI(E).

Contingency
The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs,

administration, or renewal costs. The NVTC Board of Directors shall set the policy with respect to the NVTC reserve.

County/City Collection Fees
Each jurisdiction tax collector shall retain a fee of up to one percent (1%) of the amount of the assessment collected prior to remitting funds to the county, within their respective jurisdictions, to cover their costs of collection and administration.

B. Annual Budget

The total ten (10) year assessment budget is projected at approximately $11,000,000 annually, or $145,750,000 through 2036 if maximum assessment rates are adopted. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment rate is increased pursuant to this Plan.

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the VNV Board of Directors and then brought to the NVTC Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

The table below demonstrates the estimated maximum budget with the assumption that the assessment rate will be increased to the maximum rate authorized in this Plan at the earliest opportunity as it is a required disclosure, it is not the anticipated course of action. Alternate courses of action may be taken in regard to implementing the assessment rate increase other than what is demonstrated in the chart below, within the parameters of this Plan.

Estimated Annual Budget if Maximum Assessment Rates are Adopted

Year	Valley-Wide Marketing and Sales	Local Jurisdiction Destination Marketing	Administration	Contingency/ Renewal	County/City Collection Fee	Total
2025/2026	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2026/2027	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2027/2028	$7,631,250	$3,437,500	$1,856,250	$687,500	$137,500	$13,750,000
2028/2029	$7,631,250	$3,437,500	$1,856,250	$687,500	$137,500	$13,750,000
2029/2030	$7,631,250	$3,437,500	$1,856,250	$687,500	$137,500	$13,750,000
2030/2031	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
2031/2032	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
2032/2033	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
2033/2034	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
2034/2035	$9,157,500	$4,125,000	$2,227,500	$825,000	$165,000	$16,500,000
Total	$80,891,250	$36,437,500	$19,676,250	$7,287,500	$1,457,500	$145,750,000

The chart below demonstrates the estimated maximum budget with the assumption that the assessment rate will not be increased during the NVTID's term.

Estimated Annual Budget if Maximum Assessment Rates Are Not Adopted

Year	Valley-Wide Marketing and Sales	Local Jurisdiction Destination Marketing	Administration	Contingency/ Renewal	County/City Collection Fee	Total
2025/2026	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2026/2027	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2027/2028	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2028/2029	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2029/2030	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2030/2031	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2031/2032	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2032/2033	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2033/2034	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
2034/2035	$6,105,000	$2,750,000	$1,485,000	$550,000	$110,000	$11,000,000
Total	$61,050,000	$27,500,000	$14,850,000	$ 5,500,000	$1,100,000	$110,000,000

C. California Constitutional Compliance

The NVTID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the NVTID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the NVTID, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the County of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those lodging businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific lodging businesses within the NVTID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the NVTID and are narrowly tailored. NVTID funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assesses. Assessment funds shall not be used to feature non-assessed lodging businesses in NVTID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)

providing specific benefits to the assessed lodging businesses. Nothing in this Plan limits the ability of the Owners' Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses.

The assessment imposed by this NVTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales programs promoting lodging businesses paying the NVTID assessment. The marketing and sales programs will be designed to increase demand for room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the NVTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayer occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the NVTID are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a non-payor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

NVTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the NVTC, and reports submitted on an annual basis to the County. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from NVTID-funded activities, be featured in advertising campaigns, and benefit from other NVTID-funded services. Non-assessed lodging businesses will not receive these, nor any other, NVTID-funded services and benefits.

The NVTID-funded programs are all targeted directly at, and feature only assessed lodging businesses. It is, however, possible that there will be a spillover benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-NVTID funds. NVTID funds shall

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

only be spent to benefit the assessed lodging businesses and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

D. Assessment

The annual assessment rate is two percent (2%) of gross short-term (30 days or less) sleeping room rental revenue. In years three (3), six (6) and nine (9) of the NVTID's term, the assessment rate may be recommended to be increased by the VNV Board of Directors and then brought to the NVTC Board for final approval. The maximum increase in years three (3), six (6) and nine (9) shall be one half of one percent (0.5%). The total assessment rate may not exceed three percent (3%) of gross short-term (30 days or less) sleeping room rental revenue.

Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Stays by government employees on government business shall not be subject to assessment. "Government employee" shall mean foreign or domestic government employees subject to exemption from transient occupancy tax pursuant to each municipality's municipal/county code.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the lodging businesses within the NVTID with costs allocated based on the proportional benefit conferred to each lodging business. Activities funded by the NVTID are specifically targeted to increase demand for room nights at assessed lodging businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed lodging businesses with higher priced room nights.

The term "gross short-term sleeping room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in an assessed lodging business, as defined in Section IV of this Plan. The assessment shall not be considered a part of lodging businesses revenue for any purposes, including but not limited to collection of transient occupancy taxes. Gross short-term sleeping room rental revenue shall not include, and therefore the assessment shall not be charged upon, any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the NVTID assessment is identified separately it shall be disclosed as the "NVTID Assessment." As an alternative, the disclosure may include the amount of the NVTID assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

Each jurisdiction is authorized to collect penalties and interest on delinquent assessments.

F. Time and Manner for Collecting Assessments

The NVTID assessment will be implemented beginning June 16, 2025, or as soon as possible thereafter,-and will continue for ten (10) years. The city and county tax collectors will be responsible for collecting the assessment on a monthly or quarterly basis (including any delinquencies, penalties, and interest) from each lodging business located in the boundaries of the NVTID in accordance with each jurisdiction's procedures for collecting transient occupancy taxes. The tax collectors shall take all reasonable efforts to collect the assessments from each lodging business. The tax collectors shall forward 74% of the assessment collected to Napa County, who will forward the funds to the NVTC. The remaining 25% of the funds shall be retained by each jurisdiction for tourism-related expenditures in accordance with this Plan. Each tax collector shall deduct from the assessment a fee up to 1% of the assessment collected for their services in collecting and forwarding the assessment funds.

VI. GOVERNANCE

A. Owners' Association

The Board of Supervisors, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the NVTID as defined in Streets and Highways Code §36612. The Board of Supervisors has determined that the NVTC will continue to serve as the NVTID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports on activities and expenditures.

The NVTC shall be managed by a fourteen (14) member Board of Directors. Seven (7) board members shall be representatives of assessed lodging businesses. Six members of the board will each represent one of the included municipalities and Napa County, with each jurisdiction having one representative. Each of these jurisdiction representatives shall be appointed by their respective City or Town Council or Board of Supervisors. Jurisdiction representatives may be elected or appointed officials, staff, or chamber of commerce officials. One board member shall be a representative of Visit Napa Valley (VNV). Each member of the board shall have one vote.

Each jurisdiction retaining funds for local destination marketing programs shall form a local governing committee in accordance with the provisions in this Plan. Each local governing committee and the NVTC will be subject to the requirements of the Ralph M. Brown Act and the California Public Records Act in accordance with the 94 Law. Each local governing committee shall submit a progress report at each quarterly NVTC meeting, as well as a fiscal year-end report, as detailed below in subsection D.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the NVTC Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record-keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The NVTC shall present an annual report at the end of each year of operation to the Board of Supervisors pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report will include details of NVTID revenues received and expenditures for all governing entities, including the local governing committees. The revenues and expenditures of each governing committee shall be listed separately.

The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.

- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

D. Local Governing Committees

Each jurisdiction retaining funds for local destination marketing programs shall form a local governing committee in accordance with the provisions below. Each local governing committee will be subject to the requirements of the Ralph M. Brown Act and the California Public Records Act in accordance with the 94 Law. Each local governing committee shall submit a progress report at each quarterly NVTC board meeting, as well as a fiscal year-end report. Included in the reports, each committee must provide NVTC with a detailed account of the specific NVTID funds allocated to their jurisdiction and provide information on how these funds have been spent. Local governing committees will provide the fiscal year-end reports to the NVTC Board for incorporation into the annual report to the Napa County Board of Supervisors pursuant to Streets and Highways Code §36650, no later than September 30 of each calendar year. Jurisdiction-specific destination marketing funding is designed to support initiatives which promote and enhance local, jurisdiction-based tourism and hospitality and is aligned with valley-wide promotional effort.

1. Calistoga, St. Helena & Yountville

The cities of Calistoga and St. Helena, and the Town of Yountville shall each form a seven (7) member local governing committee that will manage the individual destination marketing funds. The local governing committees will be comprised of:

- Four (4) members selected by eligible lodging property members within the local jurisdiction
- One (1) member from the local Chamber of Commerce (can be either appointed staff or a board member of the Chamber in the local jurisdiction)
- One (1) member who is an elected official from the local jurisdiction.
- One (1) member who is the City/Town Manager or designee from the local jurisdiction.

The local governing committee shall be responsible for the following activities:

- Development and approval of an annual work plan and budget.
- Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with this Plan. Preparation of a quarterly progress report and annual year-end progress report which will be provided to the NVTC.

2. City of Napa

Disbursement of the local assessment retained by the City of Napa shall be pursuant to an annual work plan and associated annual budget, which shall be developed and recommended to the Napa City Council by the local governing committee, which will be comprised of the following:

- Up to five (5) representatives of assessed lodging businesses selected by lodging businesses.
- One (1) representative of city staff or a city council member designated by the Napa TID Committee.

- One (1) representative of a visitor-serving or destination-marketing entity designated by the Napa TID Committee.

To the extent that the Napa City Council approves the recommendation of the local governing committee, that recommendation shall be presented to the NVTC Board for incorporation into the annual report to the Napa County Board of Supervisors pursuant to Streets and Highways Code §36650. To the extent that the Napa City Council chooses not to approve in part, or in whole, the recommendation of the local governing committee, the Napa City Council may propose an alternative annual work plan and budget for those funds, and the NVTC Board shall determine which plan and budget elements to incorporate into the annual report to the County Board of Supervisors for disposition of funds to support local marketing and tourism enhancements in the City of Napa.

The local governing committee shall be responsible for the following activities:

- Development and approval of an annual work plan and budget.
- Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with this Plan.
- Preparation of a quarterly progress report and annual year-end progress report which will be provided to the NVTC.

3. American Canyon

The City of American Canyon shall form a seven (7) member local governing committee, which will manage the local destination marketing funds. The local governing committee will be comprised of:

- Three (3) representatives of assessed lodging businesses selected by lodging businesses.
- One (1) representative of a local business selected by lodging businesses. In the event a fourth lodging business subject to assessment opens in American Canyon, this representative may instead be from another lodging business.
- One (1) member from the local Chamber of Commerce (can be either appointed staff or a board member of the Chamber in the local jurisdiction).
- One (1) member who is an elected city official.
- One (1) member who is the City Manager or designee from the local jurisdiction.

The local governing committee shall be responsible for the following activities:

- Development and approval of an annual work plan and budget.
- Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with this Plan.
- Preparation of a quarterly progress report and annual year-end progress report which will be provided to the NVTC.

4. County of Napa

Napa County shall form a seven (7) member local governing committee, which will manage the local destination marketing funds for the unincorporated portion of the county. The local governing committee shall be composed of:

- Four (4) members selected by eligible lodging property members in the unincorporated area.
- One (1) member who is a member of the Board of Supervisors.
- One (1) member who is the County Executive Officer or that Officer's designee.
- One (1) member who is selected by the Napa Valley Vintners.

The Napa County local governing committee shall be responsible for the following activities:

- Development and approval of an annual work plan and budget.
- Periodic meetings as necessary to provide oversight of the expenditures to ensure consistency with approved annual work plan and budget consistent with this Plan.
- Preparation of a quarterly progress report and annual year-end progress report which will be provided to the NVTC.

E. Audits and Accounting

The Napa County Auditor-Controller (ACO) shall be allowed to review the financial records of the NVTC, jurisdictions, and local governing committees at the end of each fiscal year. Memorandums of Understanding (MOU) between the Napa County ACO and the six (6) individual jurisdictions document the accounting processes for the NVTID and shall remain in full force and effect for the term of the NVTID. The accounting processes in the MOUs detail the documentation required in the collection, allocation, and reporting required to demonstrate compliance with this Plan. These annual financial reports outlined in the MOUs must be submitted to the Napa County ACO no more than four (4) months after the fiscal year ends.

NVTC shall engage either an independent certified public accountant or the Napa County ACO to conduct annual audits. Any independent certified public accountant selected shall be subject to approval of the Napa County ACO, and their audit report must be submitted to the Napa County ACO no more than six (6) months after the fiscal year ends.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2023 SUPPLEMENT ***
(ALL 2022 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a

statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.
(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the

public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Business Name	Site Address	City	State	Zip
1132 Church Street	1132 Church Street	St. Helena	CA	94574
1300 Arroyo Series	1300 Arroyo Dr.	Napa	CA	94559
14 Fairway Dr	14 Fairway Dr	Napa	CA	94558
1600 Atlas Peak Rd, Unit 314 & 315	1600 Atlas Peak Rd, Unit 314 & 315	Napa	CA	94558
1648 B St. Vacation Rental	1648 B St.	Napa	CA	94558
1801 First Inn	1801 First St.	Napa	CA	94559
37 Fairways Drive	37 Fairways Drive	Napa	CA	94558
4048 Sonoma Home 20 LLC	4048 Sonoma Hwy	Napa	CA	94559
534 Coombs St. Vacation Rental	534 Coombs St.	Napa	CA	94559
682 Cottage LLC	682/683 Cottage Drive	Napa	CA	94558
78 Fairways Dr	78 Fairways Dr	Napa	CA	94558
824 Augusta Circle LLC	824 Augusta Circle	Napa	CA	94558
A Family Visit	38 Summerbrooke Cir.	Napa	CA	94558
Airbnb at Silverado Resort	1600 Atlas Peak Rd #231	Napa	CA	94558
Alder Ellis & Mary Ellis Scrnatinger	656-657 Cottage Drive	Napa	CA	94558
Alila Napa Valley	1915 Main Street	St. Helena	CA	94574
Andaz Napa	1450 First St.	Napa	CA	94559
Andrew Cresci	764 Cottage Drive	Napa	CA	94558
Arbor Guest House LLC	1436 G St.	Napa	CA	94559
Archer Hosted Vacation Rental	1707 York St.	Napa	CA	94559
Archer Napa	1230 First St.	Napa	CA	94559
Arrambide BnB	2260 First St.	Napa	CA	94559
Augusta Dreams	1012 Augusta Ct	Napa	CA	94558
Aurora Park Cottages	1807 Foothill Blvd.	Calistoga	CA	94515
Bann Napa LLC	2188 Oak Knoll Ave	Napa	CA	94558
Bardessono Inn & Spa	6526 Yount St	Yountville	CA	94599
Bear Flag Inn	2653 Foothill Blvd	Calistoga	CA	94515
Behrens St. Vacation Rental	1540 Behrens St.	Napa	CA	94559
Bel Abri Napa LLC	837 California Blvd.	Napa	CA	94559
Bella Notte	956 McCorkle Avenue	St. Helena	CA	94574
Berryessa SMI, LP dba Pleasure Cove Marina	6100 CA Highway 128	Napa	CA	94558
Best Western Elm House Inn	800 California Blvd.	Napa	CA	94558
Best Western Inn at the Vines	100 Soscol Ave.	Napa	CA	94559
BJ's Nest	109 Woodland Dr.	Napa	CA	94558
Blackbird Inn	1755 First St.	Napa	CA	94559
Brannan Cottage Inn	109 Wappo Ave.	Calistoga	CA	94515
Bridges Rental	152 S Seymour St	Napa	CA	94559
Brilliant Napa Properties Inc	205 First St.	Napa	CA	94559
Brookside Inn & Vineyard	3198 Redwood Road	Napa	CA	94558

Brotemarkle	503 Fulton Lane	St. Helena	CA	94574
Bruce Scharschmidt & Peggy Crawford	702-703 Cottage Drive	Napa	CA	94558
Cabernet Merlot House	1301 Jefferson St.	Napa	CA	94559
California Vacation Club	500 Lincoln Ave.	Napa	CA	94558
Calistoga Arbors	1013 Myrtle St.	Calistoga	CA	94515
Calistoga Inn	1250 Lincoln Ave.	Calistoga	CA	94515
Calistoga Spa	1006 Washington St.	Calistoga	CA	94515
Candlelight Inn	1045 Easum Dr.	Napa	CA	94558
Carl Dene	1220 Edwards Street	St. Helena	CA	94574
Carlin Country Cottages	1623 Lake St.	Calistoga	CA	94515
Carneros Resort & Spa	4048 Sonoma Hwy	Napa	CA	94559
Casa Alta	1105 East Ave.	Napa	CA	94558
Casa de Vigna	1025 Pratt Avenue	St. Helena	CA	94574
Casa LaBloom	1102 Pine St.	Calistoga	CA	94515
Casa Robles	1516 Oak Avenue	St. Helena	CA	94574
Casita Megandina	4463 Sandalwood St.	Napa	CA	94558
Casita Rosa	2122 Second St.	Napa	CA	94558
Castello Victorian Inn	1322 Berry St.	Calistoga	CA	94515
Cecil & Karla Lamberton	1600 Atlas Peak Rd #441	Napa	CA	94558
Cecil & Karla Lamberton	1600 Atlas Peak Rd #398	Napa	CA	94558
Cedar Gables Inn	486 Coombs St.	Napa	CA	94559
Chablis Inn	3360 Solano Ave.	Napa	CA	94558
Chapdelaine	4 Ramona Ave.	Napa	CA	94559
Chardonnay Lodge	2640 Jefferson St.	Napa	CA	94558
Charming Properties	856 Central Ave.	Napa	CA	94558
Chateau De Vie	3250 Why 128	Calistoga	CA	94515
Chateau De Vie	3250 Why 128	Calistoga	CA	94515
Chelsea Garden Inn	1443 2nd St.	Calistoga	CA	94515
Chez Sous Le Bois- Lesley Underwood	2250 Main St.	Napa	CA	94558
Chien Blanc Lodging	1441 2nd St.	Calistoga	CA	94515
Chris Bledsoe	1261 Buhman Ave.	Napa	CA	94558
Chris Young	1629 Seminary St.	Napa	CA	94559
Churchill Manor	485 Brown St.	Napa	CA	94559
Colleen Moore Hosted Vacation Rental	877 Vallejo St.	Napa	CA	94559
Conway Ridge (SOLD)	1725 Elm St.	Napa	CA	94559
Cottage Grove Inn	1711 Lincoln Ave.	Calistoga	CA	94515
Cottage Petite	1452 Ash St.	Napa	CA	94558
Craftsman Inn	1213 Foothill Blvd	Calistoga	CA	94515
Craig Cucinella	1600 Atlas Peak Rd #240	Napa	CA	94558
Crown Vacation Rentals 15 Fairway	15 Fairway Dr	Napa	CA	94558
Crown Vacation Rentals 16 Fairways	16 Fairway Dr	Napa	CA	94558
Crown Vacation Rentals 87 Fairway	87 Fairway Dr	Napa	CA	94558

Crystal Rose Victorian Inn	7564 St. Helena Highway	Napa	CA	94558
Dale STR	1326 Monte Vista Avenue Unit A	St. Helena	CA	94574
David Beatson	1600 Atlas Peak Rd #287 & 288	Napa	CA	94558
David J Soffia	1600 Atlas Peak #481	Napa	CA	94558
Highland House	3 Highland dr.	Napa	CA	94558
De Curtin House	1631 Main St.	Napa	CA	94558
De La Salle Institute – Christian Brothers Retreat	4401 Redwood Road	Napa	CA	94558
De Mar House	2010 First St.	Napa	CA	94559
Deborah Ganz	22 Fairways Dr	Napa	CA	94558
Discovery Inn	500 Silverado Tr.	Napa	CA	94559
Doubletree Napa Valley Hotel	3600 Broadway St	American Canyon	CA	94503
Downtown Splendor	2130 Brown St.	Napa	CA	94559
EGAD Family LLC	1600 Atlas Peak Rd #263	Napa	CA	94558
El Bonita Motel	195 Main Street	St. Helena	CA	94574
Ema Black, LLC	68 Fairways Dr	Napa	CA	94558
Embassy Suites	1075 California Blvd.	Napa	CA	94559
Embrace Calistoga (Luxe)	1139 Lincoln Ave	Calistoga	CA	94515
Enchanted Cottage	1403,1407 Foothill Blvd	Calistoga	CA	94515
Erin and Tim Slack's VR	420 Third St.	Napa	CA	94559
Ethan Brown	489 Fulton Lane	St. Helena	CA	94574
Fabio Komlos	53 Fairways Dr.	Napa	CA	94558
Fairfield Inn & Suites by Marriott	3800 Broadway St	American Canyon	CA	94503
Fanny's	1206 Spring St.	Calistoga	CA	94515
Ferrini Uccello Blu	2117 3rd St.	Napa	CA	94559
Forty Winks on Montecito	497 Montecito Blvd.	Napa	CA	94559
Four Season	400 Silverado Trail	Calistoga	CA	94515
Gaebe House	1481 Center St.	Napa	CA	94559
Gateway Marketing Vacation Rental	472 Seminary St.	Napa	CA	94559
Golden Haven	1713 Lake St.	Calistoga	CA	94515
Hampton Inn & Suites	945 Hartle Ct.	Napa	CA	94559
Hanan Kim	1613 East Ave.	Napa	CA	94559
Harvard House (SOLD)	48 Harvard Ln.	Napa	CA	94558
Harvest Ln. Vacation Villa	2594 Harvest Ln.	Napa	CA	94558
Harvest Inn	1 Main Street	St. Helena	CA	94574
Hawthorn Inn & Suites	314 Soscol Ave.	Napa	CA	94559
Haywood Vacation Rental	1405 C St.	Napa	CA	94559
Heidi Meinke	1880 Adrian St.	Napa	CA	94559
Hennessey House	1727 Main St.	Napa	CA	94559
Henricksen Cottage Rental	1950 Spencer St.	Napa	CA	94559
Heskes Family VM LLC	1125 Division St.	Napa	CA	94559
Hideaway Cottages	1412 Fairway St.	Calistoga	CA	94515

Hideout Hotel Napa Valley LLC	1910 First St.	Napa	CA	94559
Hilton Garden Inn Napa ATTN: Accounting Dept.	3585 Solano Ave.	Napa	CA	94558
Holiday Inn Express & Suites	5001 Main St	American Canyon	CA	94503
Hotel Napa Valley	1556 Polk St.	Napa	CA	94559
Hotel St. Helena	1309 Main Street	St. Helena	CA	94574
Hotel Yountville	6462 Washington St	Yountville	CA	94599
Howell Mountain Estate LLC	415 Cold Spring Rd	Angwin	CA	94508
Indian Springs & Lodge	1712 Lincoln Ave.	Calistoga	CA	94515
Ingrid Champagne & Charles Sheldon	1160 Church Street	St. Helena	CA	94574
Ink House	1575 St Helena Hwy	St. Helena	CA	94574
Inn at Southbridge	1020 Main Street	St. Helena	CA	94574
Inn on Cedar Street	1307 Cedar St.	Calistoga	CA	94515
Inn on Randolph	411 Randolph St.	Napa	CA	94559
Inn St. Helena	1515 Main Street	St. Helena	CA	94574
Ivy Hotel	4195 Solano Ave.	Napa	CA	94558
Jackie Albert Rental	2270 Main St.	Napa	CA	94559
Jackson & Sandra Carr	1172 Hudson Avenue	St. Helena	CA	94574
James & Patricia Stone	2080 Spring Mountain Road	St. Helena	CA	94574
James Murphy & James Bergen	706-707 Cottage Dr	Napa	CA	94558
Jamie & Ted Shuel	980 Allison Street	St. Helena	CA	94574
Janna Waldinger	1225 Division St.	Napa	CA	94559
Jeanne Cabral	2150 Spring Mountain Road	St. Helena	CA	94574
Jerry Pujals	406 Coombs St.	Napa	CA	94558
Jill Russo	940 Brown Street	St. Helena	CA	94574
Karin Alverado	1090 Tamarisk Dr.	Napa	CA	94559
Kasten Rental	308 Ashlar Dr.	Napa	CA	94558
Katherine Ann Batory	1503 E St.	Napa	CA	94559
Kathy Narlow	30 Fairview Dr.	Napa	CA	94559
Kathy Stewart	2711 Illinois St.	Napa	CA	94558
Kearney Street Rental	1407 Kearney Street	St. Helena	CA	94574
Kerry Crile	852 Acorn Way	Napa	CA	94558
Klingbeil Bed & Breakfast	791 White Cottage Road	Napa	CA	94558
Krista Burgdorf	2026 West F St.	Napa	CA	94558
Krista Gavin and Daniel Gomez Gavin	1600 Atlas Peak Rd #355	Napa	CA	94558
La Belle Epoque Suites	1386 Calistoga Ave.	Napa	CA	94558
La Casita	1344 B St.	Napa	CA	94559
La Maison Bleue	2998 First St.	Napa	CA	94558
La Petite Maison	1406 Calistoga Ave.	Napa	CA	94558
Laura's Victorian	284 Brown St.	Napa	CA	94559
Lavender	2020 Webber Ave	Yountville	CA	94599
Life of Riley Properties LLC	1600 Atlas Peak Rd #452	Napa	CA	94558

Lindens Way	2031 Brown St.	Napa	CA	94559
Lora Dutova	3579 Idlewild Ave.	Napa	CA	94558
Magnolia House	406 Brown St.	Napa	CA	94558
Main St. Vacation Rental	2057 Main St.	Napa	CA	94559
Main Street Farmhouse	2531 Main St.	Napa	CA	94558
Maison Fleurie	6529 Yount St	Yountville	CA	94599
Maria Duarte	1400 Cedar Ave.	Napa	CA	94559
Mark G. Heine	167 Sage Way	Napa	CA	94559
Mark Volkov	1136 Hudson Avenue	St. Helena	CA	94574
Marthann Demchuk	1702 Tainter Street	St. Helena	CA	94574
Martin Wong Rentals	1343 B St.	Napa	CA	94558
Massa House	2240 First St.	Napa	CA	94559
McClelland - Priest	569 Randolph St.	Napa	CA	94559
Meadowlark Country House Inn	601 Petrified Forest Road	Calistoga	CA	94515
Meadowood Napa Valley	900 Meadowood Lane	St. Helena	CA	94574
Melissa & Terry Redmond	881 Oak Leaf Way	Napa	CA	94558
Mendez House	1743 Main St	Napa	CA	94559
Meritage Resorts	875 Bordeaux Way	Napa	CA	94558
Mi Casa Su Casa	1900 Trower Ave.	Napa	CA	94558
Milliken Creek Inn	1815 Silverado Tr.	Napa	CA	94558
Modcircle (The Chanric Inn)	1805 Foothill Blvd.	Calistoga	CA	94515
Montecito Vista	435 Montecito Blvd.	Napa	CA	94558
Motel 6 - Solano Ave	3380 Solano Ave.	Napa	CA	94558
Mt View Hotel	1457 Lincoln Ave.	Calistoga	CA	94515
Nancy Giberson	607-608 Cottage Dr	Napa	CA	94558
Nancy Smith	929 Augusta Cir.	Napa	CA	94558
Napa Calistoga Holdings	1503 Lake St.	Calistoga	CA	94515
Napa Cape	380 Brown St.	Napa	CA	94559
Napa Country in the City	1061 Mckenzie Dr	Napa	CA	94559
Napa Farmhouse Inn	1277 St. Helena Hwy, So.	St. Helena	CA	94574
Napa Nice	869 Oak Leaf Way	Napa	CA	94558
Napa River Inn	500 Main St.	Napa	CA	94558
Napa Vacation Bungalow	160 Brown St.	Napa	CA	94559
Napa Vacation Villa	2700 Redwood Rd.	Napa	CA	94558
Napa Valley Escape	544 Monroe St.	Napa	CA	94558
Napa Valley Hideaway	1670 Spring Street	St. Helena	CA	94574
Napa Valley Lantern Inn	4036 Pinot Dr.	Napa	CA	94558
Napa Valley Lodge	2230 Madison St	Yountville	CA	94599
Napa Valley Marriott Hotel & Spa	3425 Solano Ave.	Napa	CA	94558
Napa Valley Railway Inn	6523 Washington St	Yountville	CA	94599

Napa Valley Resorts, Inc.	100 Fairways Dr	Napa	CA	94558
Napa Winery Inn	1998 Trower Ave.	Napa	CA	94558
Napa Yellow House	105 First St.	Napa	CA	94559
Napalacian	1330 Brown St.	Napa	CA	94559
NapaStay LLC 721 Cottage Dr	721 Cottage Dr	Napa	CA	94558
NapaStay LLC 816 Augusta Cir	816 Augusta Cir	Napa	CA	94558
Nora Leeder	64 Fairway Dr	Napa	CA	94558
North Block Hotel/Hotel Luca	6757 Washington St	Yountville	CA	94599
North Napa Short Term Rental	1527 Gordon Dr.	Napa	CA	94558
Notkin	3352 Linda Mesa Way	Napa	CA	94558
NV Hotel & Suites	853 Coombs St.	Napa	CA	94559
NV Properties	115 Paradise Dr.	Napa	CA	94558
OAC 446 LLC	1600 Atlas Peak Rd #446	Napa	CA	94558
Oakville Inn LLC	7433 St Helena Hwy	Napa	CA	94558
Pamela A. McCarthy	1523 G St.	Napa	CA	94559
Pamela Costello	888 Oak Leaf Way	Napa	CA	94558
Pamela Dunn	950 McCorkle Avenue	St. Helena	CA	94574
Paradise Resort Vacation Rental	133 Paradise Dr.	Napa	CA	94558
Pen and Linda Parks	4036 Browns Valley Rd.	Napa	CA	94558
Petit Logis	6527 Yount St	Yountville	CA	94599
Poetry Inn	6380 Silverado Trail	Yountville	CA	94599
Potter's Foothill House	3037 Foothill Blvd	Calistoga	CA	94515
Prager Winery B&B	1281 Lewelling Avenue	St. Helena	CA	94574
Purple Victorian	1526 Third St.	Napa	CA	94559
Quail Mountain B & B	4455 St. Helena Hwy.	Calistoga	CA	94515
Quercusvelutina LLC	864 Acorn Way	Napa	CA	94558
R Inn	623 Coombs St.	Napa	CA	94559
Rancho Caymus Inn	1140 Rutherford Rd	Rutherford	CA	94573
Rentale Silverado Resort AirBnb	601-602 Cottage Drive	Napa	CA	94558
Resa Shore	1401 Banks Ave.	Napa	CA	94559
Retreat on Beach	2329 Beach St.	Napa	CA	94558
Rick Blakeney	95 Fairways Dr	Napa	CA	94558
River Terrace Inn	1600 Soscol Ave.	Napa	CA	94559
Robert Faussner	1600 Atlas Peak Rd #381/382	Napa	CA	94558
Roman Spa	1300 Washington St.	Calistoga	CA	94515
Roo Hoo Rentals	205 South Montgomery St.	Napa	CA	94559
RustRidge Ranch	2910 Lower Chiles Valley Rd	St. Helena	CA	94574
Salmina Estate LLC	1103 Larkmead Lane	Calistoga	CA	94515
Sar Jam LLC	787 Cottage Dr	Napa	CA	94558
Schubiner/ Leigh Family Trust	861 Acorn Way	Napa	CA	94558

Senza	4066 Howard Ln.	Napa	CA	94558
Shady Oaks Country Inn	399 Zinfandel Lane	St. Helena	CA	94574
Shauna Abbott	44 Franklin St.	Napa	CA	94559
Sherrie's Vineyard View Retreat	2595 Patricia Dr	Napa	CA	94558
Shirley Dorsa	879 Oak Leaf Wy	Napa	CA	94558
Silver Albatross	889 Oak Leaf Way	Napa	CA	94558
Silverado (Condo) Dream	868 Oak Leaf Way	Napa	CA	94558
Silverado Resort and Spa	1600 Atlas Peak Rd	Napa	CA	94558
Silverado Resort and Spa # 266 & 267	1600 Atlas Peak Rd #266/267	Napa	CA	94558
Silverado Resort and Spa #221	1600 Atlas Peak Road #221	Napa	CA	94558
Silverado Resort and Spa #271 & 272	1600 Atlas Peak Rd #271/272	Napa	CA	94558
Silverado Resort and Spa #287 & 288	1600 Atlas Peak Rd #287 & 288	Napa	CA	94558
Silverado Resort and Spa #353 & 354	1600 Atlas Peak Road #353 & 354	Napa	CA	94558
Silverado Resort and Spa #374 &375	1600 Atlas Peak Rd #374 & 375	Napa	CA	94558
Silverado Resort and Spa #389 & 391	1600 Atlas Peak Rd 389 & 391	Napa	CA	94558
Silverado Resort and Spa 496	1600 Atlas Peak Rd #496	Napa	CA	94558
Sligo Properties #233 Napa	1600 Atlas Peak Rd #233	Napa	CA	94558
Sligo Properties #239 Napa	1600 Atlas Peak Rd #239	Napa	CA	94558
Sligo Properties #409 Napa	1600 Atlas Peak Rd #409	Napa	CA	94558
Solage Calistoga	755 Silverado Trail	Calistoga	CA	94515
Spanish Villa	474 Glass Mountain Road	St. Helena	CA	94574
SpringHill Suites – Napa Valley	101 Gateway Rd East	Napa	CA	94558
Stahlecker House B&B Inn	1042 Easum Dr.	Napa	CA	94558
Stami's Bed & Breakfast	1443 Silverado Trail	St. Helena	CA	94574
Stan Shuman Living Trust	760 Cottage Drive	Napa	CA	94558
Stanly Ranch Resort	200 Stanly Cross Rd	Napa	CA	94559
Stephen Clark	48 Harvard Ln.	Napa	CA	94558
Sterling Vacation Rental	1523 Meek Ave.	Napa	CA	94559
Steve Clark 1 LLC	583 Montecito Blvd.	Napa	CA	94558
Steve Clark 2 LLC	1725 Elm St.	Napa	CA	94559
Stevenson Manor Inn	1830 Lincoln Ave.	Calistoga	CA	94515
Stoddard House	2230 First St.	Napa	CA	94559
Summit Away	1070 Summit Ave.	Napa	CA	94558
Sunburst (Calistoga Village Inn & Spa)	1880 Lincoln Ave.	Calistoga	CA	94515
Sunny Acres	397 Main Street	St. Helena	CA	94574
Susan M. Scurich, Revocable Trust	1600 Atlas Peak Road, #305	Napa	CA	94558
Susan Moyer	931 Charter Oak Avenue	St. Helena	CA	94574

Sutter Home Winery - Trinchero Family Estates	225 St. Helena Hwy, So.	St. Helena	CA	94574
Tate STR	1764 Spring Street	St. Helena	CA	94574
Terre du Soleil LTD., DBA Auberge du Soleil	180 Rutherford Hill Road	Rutherford	CA	94573
The Anderson (The River House)	1340 Greenwood Ave	Calistoga	CA	94515
The Art House	2136 Laurel St.	Napa	CA	94558
The Banks House	2125 First St.	Napa	CA	94559
The Bergson (Christoper's Inn)	1010 Foothill Blvd.	Calistoga	CA	94515
The Bungalows at Calistoga	207 Wappo Ave.	Calistoga	CA	94515
The Corner Cottage	866 Clinton St.	Napa	CA	94559
The Cottages of Napa Valley	1012 Darms Lane	Napa	CA	94558
The Crown House	2521 Vintage Ct.	Napa	CA	94558
The Farmhouse	300 Taplin Road	St. Helena	CA	94574
The Francis House	1403 Myrtle St.	Calistoga	CA	94515
The George Syrios Inc	492 Randolph St.	Napa	CA	94559
The House Of Hurley	1516 King Ave.	Napa	CA	94559
The Inn on First	1938 First St.	Napa	CA	94559
The Inn on Pine	1202 Pine St.	Calistoga	CA	94515
The Napa Inn	1137 Warren St.	Napa	CA	94558
The Setting Inn	1205 Hillview Lane	Napa	CA	94558
The Vintage Cottage	1775 Pine St.	Napa	CA	94559
Trailside Inn	4201 Silverado Trail	Calistoga	CA	94515
Trumble Residence	582 E. Spring St.	Napa	CA	94559
Up valley inn (Comfort Inn)	1865 Lincoln Ave.	Calistoga	CA	94515
V's B&B	3017 Old Sonoma Rd.	Napa	CA	94558
Valley Oak Inn	2273 Grant St.	Calistoga	CA	94515
Venge STR	1732 Main Street	St. Helena	CA	94574
Vignoble, LLC	2970 Silverado Trail N	St. Helena	CA	94574
Villa Ray El	2700 Redwood Rd.	Napa	CA	94558
Villagio Inn & Spa	6481 Washington St	Yountville	CA	94599
Vineyard Country Inn	201 Main Street	St. Helena	CA	94574
Vino Bello Resorts	865 Bordeaux Way	Napa	CA	94558
Vino Bello Timeshare Owners	865 Bordeaux Way	Napa	CA	94558
Vintage Inn	6541 Washington St	Yountville	CA	94599
Vista Collina Resort	850 Bordeaux Way	Napa	CA	94558
Washington Street Inn	6600 Washington St	Yountville	CA	94599

Wayside Inn	1523 Foothill Blvd.	Calistoga	CA	94515
Wealth Builders Alliance LLC	455 Cross St.	Napa	CA	94559
Westin Verasa	1314 Mckinstry St.	Napa	CA	94559
White House Inn	443 Brown St.	Napa	CA	94559
Wilkinson's Hot Springs	1507 Lincoln Ave.	Calistoga	CA	94515
Wine Country Inn	1152 Lodi Lane	St. Helena	CA	94574
Wine Country Vacations	1550 Ora Dr.	Napa	CA	94559
Wine Valley Lodge	200 South Coombs St.	Napa	CA	94559
Wine Way Inn	1019 Foothill Blvd.	Calistoga	CA	94515
Wise Choice Vacation Rental	1893 Wise Dr.	Napa	CA	94558
Wydown Hotel	1424 Main Street	St. Helena	CA	94574
Yount Ridge Cellars	7400 St Helena Hwy	Oakville	CA	94562
Your Home In Napa	2558 Harvest Ln.	Napa	CA	94559
Zamira Yernazarova	1506 Juanita Ct.	Napa	CA	94559

RESOLUTION NO. 2024-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA GRANTING CONSENT TO THE COUNTY OF NAPA TO RENEW THE NAPA VALLEY TOURISM IMPROVEMENT DISTRICT (NVTID) AND INCLUDE THE CITY OF ST. HELENA IN THE RENEWED NVTID

WHEREAS, the Napa Valley Tourism Improvement District (NVTID) was established by the County of Napa ("County") in 2010 for a five-year period, with consent from the Cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville, pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., to promote lodging businesses in Napa Valley; and

WHEREAS, the NVTID was subsequently renewed on June 10, 2014 by the County, with consent from the Cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville, by Resolution No. 2014-64 for a ten (10) year term which ends on June 15, 2025; and

WHEREAS, the County is beginning the process to renew the NVTID pursuant to the Property and Business Improvement District Law of 1994; and

WHEREAS, the County has requested consent to renew the NVTID in the City of St. Helena with adoption of Napa County Board of Supervisors Resolution No. 2024-112, dated October 15, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Helena, that:

Section 1: The above recitals are true and correct.

Section 2: Napa County is hereby granted consent to include the City of St. Helena in the in the NVTID, for the renewal of the NVTID and future renewals.

Section 3: The Clerk of the City of St. Helena is hereby directed to transmit a certified copy of this Resolution to the Clerk of the County of Napa.

Section 4: This Resolution is effective upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of St. Helena, State of California, held on this 12th day of November 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:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

RESOLUTION NO. 2024-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPOINTING THE CITY OF ST. HELENA MAYOR, OR THEIR DESIGNEE TO THE NAPA VALLEY TOURISM CORPORATION (NVTC) EFFECTIVE DECEMBER 1, 2024.

WHEREAS, on April 27, 2010, the Napa County Board of Supervisors approved a resolution to establish a Napa Valley Tourism Business Improvement District (NVTID); and

WHEREAS, a portion of the assessment is sent to the County and the remaining is transmitted to the local marketing entity for local TBID promotional activities, less a nominal administrative recovery charge; and

WHEREAS, the NVTID governance structure established a Napa Valley Tourism Corporation as the responsible agent to manage day-to-day decisions on the use of NVTID funds directed toward countywide marketing and programs. A Board of Directors ensures that the efforts of the Corporation fulfill the marketing plan of the NVTID. The Board of Directors for the Corporation includes eight hoteliers plus representatives from the County and each municipality; and

WHEREAS, the City Council appoints one representative to the Napa Valley Tourism Corporation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Helena, that:

1. The above recitals are true and correct.

2. The City of St. Helena, Mayor or their designee is appointed to serve on behalf of the City of St. Helena on the Napa Valley Tourism Corporation effective December 1, 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of St. Helena, State of California, held on this 12th day of November 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:

_____
Paul Jamison Dohring, Mayor

ATTEST:

_____
Cindy Tzafopoulos, City Clerk

Napa Valley Tourism Improvement District & Napa Valley Tourism Corporation

By: April Mitts, Assistant City Manager

November 12, 2024 - City Council Meeting

Napa Valley Tourism Improvement District
Renewal

TERM
- Formed in 2010 for initial 5-year term: June 2010 – June 2015
- Current Term: June 2015 – June 2025
- Renewal: June 2025 – June 2035

ASSESSMENT
- 2% of gross short-term room rental on all lodging businesses

MANAGEMENT
- Napa Valley Tourism Corporation
- Local Governing Committees (TIDs)

Napa Valley Tourism Improvement District
Renewal

ASSESSMENT (update)

- Includes vacation/short-term rentals.
- In years 3, 6, and 9 of the 10-year term, the assessment rate may be recommended to be increased by a maximum of 0.5% - the total assessment may not exceed 3% (currently at 2%).

LOCAL GOVERNING COMMITTEES (update)

- Preparation of quarterly progress reports (from monthly).
- Fiscal year-end reports will be due to the NVTC Board for incorporation into the annual report to the Napa County Board of Supervisors.

Napa Valley Tourism Corporation
City Representative

NAPA VALLEY TOURISM CORPORATION (NVTC)

- Manage NVTID funds.
- Manage day-to-day decisions on use of NVTID funds directed towards countywide marketing and programs.
- 14-member Board of Directors
  - Lodging Representatives (7)
  - Government/Business Representatives (7)

Napa Valley Tourism Corporation

Current NVTC Board of Directors

Lodging Representatives
Michael Lennon: City of Calistoga, Calistoga Hot Springs
Max Compagnon: Town of Yountville, Napa Valley Lodge
Sara Brooks: City of Napa, Napa River Inn
Don Shindle: City of Napa: The Westin Verasa
Erik Burrow: City of American Canyon, Doubletree by Hilton Napa Valley
George Goeggel: Unincorporated County of Napa, Auberge Resorts
Marcelle Adderley: City of St. Helena, Southbridge Napa Valley

Napa Valley Tourism Corporation
City Representative

Current NVTC Board of Directors

Government/Business Representatives
Donald Williams, City of Calistoga, Mayor
Brad Raulston: Town of Yountville, Town Manager
Steve Potter: City of Napa, City Manager
Linsey Gallagher: Visit Napa Valley CEO
David Oro: City of American Canyon, City Council
Ann Cottrell: Napa County Board of Supervisors
Amy Carabba-Salazar: City of St. Helena, St. Helena Chamber of Commerce CEO

Recommendations

ADOPT THE FOLLOWING RESOLUTIONS:

1. Resolution granting consent to the County of Napa to Renew the Napa Valley Tourism Improvement District (NVTID) and include St. Helena in the renewal.

2. Resolution appointing the City of St. Helena Mayor, or designee, to the Napa Valley Tourism Corporation effective December 1, 2024.

ST. HELENA
CHAMBER OF COMMERCE

November 11th, 2024

Dear City Council Members,

As the CEO of the St. Helena Chamber of Commerce and an active board member on the Napa Valley Tourism Corporation for the last six years, I want to express my support for the renewal of the Tourism Improvement District (TID) in St. Helena for Napa County.

As a community member and active board member, I have seen firsthand the positive impact that TID funds have had on our local economy, promoting tourism while preserving the unique character of our community. Through TID-funded marketing efforts, Visit Napa Valley has been able to attract visitors, support local businesses, and create jobs that benefit us all. Marketing efforts made possible by the TID directly drive growth of the TOT, which as you know produces revenue valley wide, including St. Helena. The TOT has had steady growth since the TID was formed in 2010.

The St. Helena Chamber of Commerce works in partnership with Visit Napa Valley to enhance our own individual marketing efforts and voting to support the renewal of the TID contract will continue those efforts. The collected assessed funds bring tremendous value to Visit Napa Valley's overall marketing plan that in term keep Napa Valley thriving.

Renewing the TID will ensure that we continue to strengthen our economy, support local businesses, and enhance the quality of life for residents. I respectfully urge you to approve the renewal of the TID, allowing Napa County to maintain its position as a premier destination while supporting sustainable economic growth.

Thank you for your consideration.

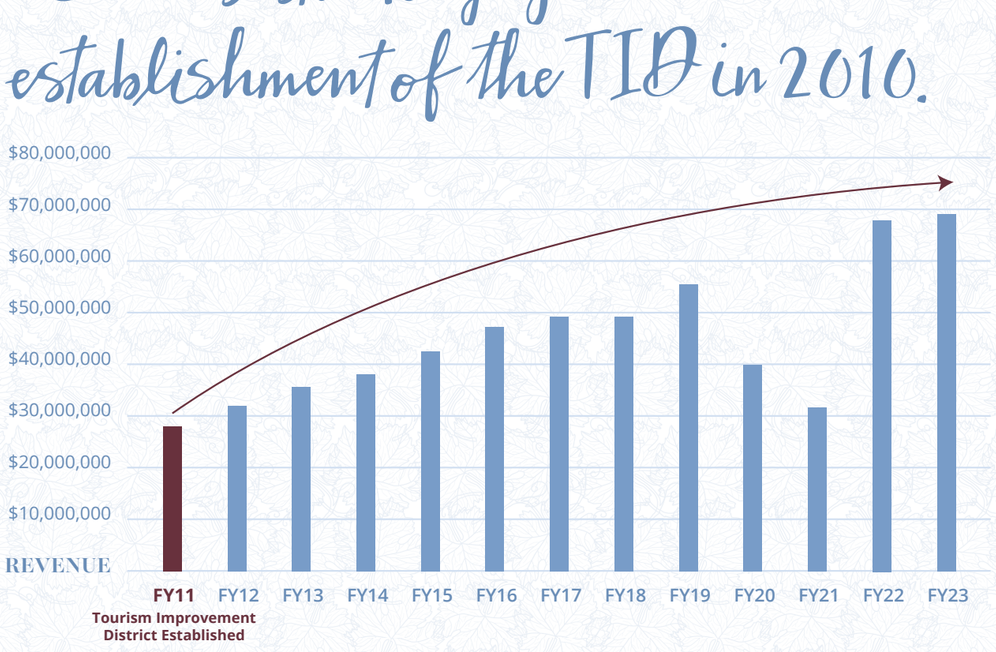
Sincerely,
Amy Carabba-Salazar
CEO & President of the St. Helena Chamber of Commerce

TID & TOT... A SYMBIOTIC RELATIONSHIP

Marketing efforts, made possible by the TID, directly drive growth of the TOT, which produces a significant revenue contribution to the General Funds of each town within Napa Valley.

TOT

TOT has steadily grown since the establishment of the TID in 2010.





TOURISM IMPROVEMENT DISTRICT **TID & TOT** TRANSIENT OCCUPANCY TAX

WORKING TOGETHER SYNERGISTICALLY

Tourism positively impacts the economy of Napa Valley, supporting local community improvements and enhancing quality of life for residents.

For more information on the Napa Valley TID & TOT
VisitNapaValley.com/industry

VISIT Napa Valley

For more information on the Napa Valley TID & TOT
VisitNapaValley.com/industry

VISIT Napa Valley

TID & TOT RELATIONSHIP

What is the TID?

The Tourism Improvement District (**TID**) is a 2% **assessment** levied on overnight hotel stays. This assessment, supported by visitors, results in revenue that funds marketing efforts to promote tourism.

Collected TID assessments fund destination marketing budgets of approximately $11 million annually.



How the TID works?

When visitors come to Napa Valley and stay in a lodging property, a

2% **assessment** is collected on the overnight hotel fee.



Assessment Allocation

74% of the collected TID assessment goes to Napa Valley Tourism Corporation (**NVTC**).

25% of the collected TID assessment stays in the town in which the lodging property is located for localized, town-specific marketing programs, events, and local activity.

1% of the collected TID assessment is a collection fee for the jurisdiction.

The **NVTC** contracts with **Visit Napa Valley** to produce marketing and sales programs, promoting continued and sustainable tourism for all of Napa Valley.

These marketing and sales efforts inspire visitation, further **growing TOT** in each town, driving positive economic impacts for Napa Valley.





A symbiotic relationship between two funding sources creating an economic ecosystem to support a sustainable tourism economy, benefiting the local community.

What is the TOT?

The Transient Occupancy Tax (**TOT**) is a 12% **tax** levied on overnight hotel stays. This tax revenue is designated specifically for the general fund of each city in Napa Valley and the unincorporated area of Napa County.

In Calistoga, St. Helena, Yountville, City of Napa, and Napa County, an additional 1% TOT is imposed on overnight hotel stays. This 1% is earmarked for funding workforce housing solutions.



How the TOT works?

When visitors come to Napa Valley and stay in a lodging property, a

12% **tax** is collected on the overnight hotel fee.

In all towns except American Canyon, an additional **+1%** **tax** is levied.



Tax Allocation

The revenue collected from the TOT goes directly to the general fund of the jurisdiction in which the lodging property is located. TOT revenue is managed by each town and the unincorporated county, and these funds may be allocated for community services such as police and fire safety; road repairs; parks and recreation; and more.



FAQs

What is Visit Napa Valley? What is its mission?

Visit Napa Valley is the official destination marketing organization for Napa County.

Our mission is to promote, protect, and enhance the Napa Valley destination.

Visit Napa Valley develops programs that target consumers, encouraging overnight stays with emphasis during off-peak time periods including November – March (Cabernet Season) and mid-week (Sunday – Thursday nights).

Our region encompasses the entire Napa County and we work closely with each of the six local jurisdictions (Calistoga, St. Helena, Yountville, City of Napa, American Canyon, and Unincorporated Napa County).

How is Visit Napa Valley funded?

Visit Napa Valley is funded through the Napa Valley Tourism Improvement District (TID) assessment, a 2% self-assessment by lodging properties, paid by overnight visitors on lodging room nights.

Additionally, a portion of funding is derived through memberships paid by visitor-serving businesses and other partner organizations, as well as revenue generated in the Napa Valley Welcome Center Mercantile.

Visit Napa Valley is a 501(c) (6) not-for-profit organization.

What is the difference between the Transient Occupancy Tax (TOT) and the Napa Valley Tourism Improvement District (TID)?

Each jurisdiction in Napa County levies a 12% Transient Occupancy Tax (TOT) on visitor stays at lodging properties. This visitor-paid tax revenue goes into the jurisdiction's respective General Fund budget. These funds, used at the discretion of local elected governments, pay for important municipal services such as police, fire, parks and recreation programs, roads, sidewalks, and other infrastructure.

Since 2019, an additional 1% TOT has been collected from visitors on overnight hotel stays to support local affordable housing solutions. This additional tax is collected in all the jurisdictions with the exception of American Canyon.

Each jurisdiction collects an additional 2% Tourism Improvement District (TID) assessment on visitor stays at lodging properties within the jurisdiction. With oversight by the Napa Valley Tourism Corporation and the Visit Napa Valley Board of Directors, 75% of this assessment funds the efforts of Visit Napa Valley in promoting the entire Napa Valley as the world's premier wine country experience. The local jurisdictions retain the remaining 25% of this TID revenue for local marketing efforts (events, social media, etc.) with oversight by local TID advisory committees.

In 2023, $69 million in TOT revenue was generated for the general funds of local jurisdictions and nearly $8 million in TID funds were collected through the Napa Valley Tourism Improvement District and earmarked for Visit Napa Valley destination marketing programs.

Wouldn't the money from the NVTID be better used to fund other local government priorities?

The NVTID funds are self-assessed, private funds restricted to be used specifically for tourism marketing and enhancement. The NVTID funds cannot be leveraged by local government for initiatives or projects.

There is a symbiotic relationship between the two funding sources (TOT and TID), creating an economic ecosystem. Visit Napa Valley invests the TID funds in strategically managed programs. Investment in destination marketing and promotion by Visit Napa Valley ensures that jurisdiction TOT funds continue growing to fund local community improvements and services.

FAQs CONTINUED

What is the Visit Napa Valley budget?

For FY24, the total operating budget for Visit Napa Valley is $9 million, including TID revenue, as well as partnership, mercantile, and other revenue sources. This is less funding than many other world-class destinations. These funds are used to maintain Napa Valley's globally competitive position, which in turn generates significant economic benefits for each jurisdiction, supporting businesses and our workforce in addition to local municipal services.

Napa Valley is known around the world; why do we need to invest more money into marketing our region?

Ongoing investment in Napa Valley destination promotion is critical to ensure that Napa Valley and its residents continue to reap the benefits of a strong, vibrant, and strategically managed tourism economy and the enhanced quality of life for residents that results from the robust economy.

Isn't the tourism industry responsible for all of the traffic and crowding in the area?

Visit Napa Valley deploys strategic promotion of the destination, aiming to attract visitors during the off- peak season and shift trips from peak season to low-occupancy periods.

Visit Napa Valley works closely with agencies to support traffic reduction through shuttle buses, public transit solutions for employees, and alternative transportation modes to reduce traffic impacts. Visit Napa Valley and lodging partners continue to invest in building the Napa Valley Vine Trail, a pedestrian and bike path spanning the entire length of Napa Valley.

Visitors to Napa Valley generate tax revenues that allow local governments to mitigate traffic pressures with investments in community infrastructure and public safety. A low unemployment rate, coupled with a tight housing market, adds to traffic during worker commute times. Some workers from surrounding regions make their way to Napa Valley jobs in various employment sectors.

You say tourism creates and supports a lot of jobs, but aren't all tourism industry jobs low paying, entry-level positions?

Napa Valley's tourism industry is a leading employer and offers flexible, diverse, and rewarding job opportunities for all skill levels and backgrounds. In fact, 1 in 5 adults in Napa Valley is employed in the hospitality sector. In a normal year, tourism jobs in the region support nearly 16,000 people with an estimated payroll of $492 million (data from 2018 economic impact study).

The majority of lodging jobs in Napa Valley offer benefit packages and retirement plans, remaining competitive to retain top talent. The tourism industry offers career ladders for entry level employees similar to other industries.

The local tourism industry partners with the community college to provide hospitality training for employment advancement in the industry.

Why should I support tourism? How does tourism directly benefit me?

Tourism provides economic, cultural, and civic benefits that improve the quality of life for all residents in Napa Valley.

Visitors to Napa County spent $2.2 billion in 2018, which supported 16,000 local jobs and generated $85 million in tax revenue for local governments in Napa County.

Tourism revenues allow local government to invest in services and programs that benefit all residents, including infrastructure improvements, civic amenities, and public safety.

Napa Valley's reputation as a premier tourist destination creates demand for a diverse range of goods, services, and cultural programs that are available for residents and visitors to enjoy.

Lodging property owners make significant investments in their properties to ensure they are in line with Napa Valley's world-class reputation. These investments result in increased property tax and TOT revenues for local projects that directly benefit residents.

Napa Valley's strong brand identity makes it an attractive place for an array of companies to locate including technology and manufacturing, resulting in quality employment opportunities for residents.

FAQs CONTINUED

Why isn't the tourism industry contributing to solving the affordable housing crisis in Napa Valley?

The tourism industry generates more than $85 million in tax revenue to fund essential services and programs throughout Napa County. Local elected leaders decide how much of those funds are used for affordable housing and other critical services.

Working closely with local government, the lodging industry supported the passage of an additional 1% to the TOT, specifically designated for workforce and affordable housing. Since 2019, approximately $5 million has been collected for this fund annually to support housing solutions in Napa County.

What is the tourism industry doing to give back to our community, aside from the revenue it generates?

The tourism industry pledged $2.5 million to support the Napa Valley Vine Trail, a 47-mile-long walking and biking trail system that will benefit both residents and visitors. To date, more than $2 million has been contributed.

Industry-wide volunteer opportunities have been encouraged through National Travel & Tourism Week with the Tourism Gives Back initiative. Tourism workers throughout the county support a local service project in an organized work party for maximum impact.

Lodging businesses regularly support more than 80 local non-profit organizations through direct contributions, room night donations, and volunteer service time.

Why are we trying to attract more tourists when Napa Valley is already so crowded?

The objective for Visit Napa Valley is to increase tourism-related revenue through increased visitor spending and overnight stays in low-occupancy periods.

From 2016 to 2018, the number of visitors to Napa Valley increased 8.9%, from 3.5 million to 3.85 million, while visitor spending increased almost twice that amount, up 15.9%, from $1.9 billion to $2.2 billion during that same period. (Source: Destination Analysts Economic Impact Study) In calendar year 2023, Visit Napa Valley commissioned a new Visitor Profile and Economic Impact Study. These results will be released in early 2024 and will continue to inform tourism-related decisions.

Why should we support tourism development projects? Don't those projects destroy our region's beauty and charm?

Responsible and sustainable growth and expansion are vital to the ongoing success of our community in Napa Valley. Lodging can only be developed where zoning allows it and will not encroach into open spaces and protected areas.

Lodging properties generated more than $69 million in TOT revenue in 2023. TOT Special Projects Funds are allocated by Napa County to preserve and protect natural landscapes through parks and open spaces, as well as cultural arts programs and affordable housing.

How do I keep up-to-date on what Visit Napa Valley is doing?

Visit Napa Valley is governed by two boards of directors – the Napa Valley Tourism Corporation Board and the Visit Napa Valley Board. With oversight from both boards, as well as best-in-class business audits year after year, Visit Napa Valley continues to offer transparency and visibility into activities and operations. Bookmark **www.visitnapavalley.com/industry** to find information on the Visit Napa Valley vision, mission, and objectives; the hospitality industry's economic impact; Visit Napa Valley metrics; reports, including Monthly Activity Reports, STR Monthly Reports, Annual Recaps, and Marketing Campaign Recaps; toolkits to aid the local industry during crisis; and other resources such as our brand guidelines.

Additionally, follow Visit Napa Valley on Facebook, Instagram, Twitter(X), Pinterest, LinkedIn, and Tiktok via @VisitNapaValley.

MARKETING & COMMUNICATIONS FY24 Highlights

WELCOME CENTER

110,000
ANNUAL VISITORS

VISITOR GUIDE

60,000 COPIES DISTRIBUTED

DIGITAL & PRINT ADVERTISING

47.9 MILLION
CAMPAIGN IMPRESSIONS

WEBSITE & EMAIL

3.8 MILLION
WEBSITE VISITS

51,000
EMAIL SUBSCRIBERS

900,000
PARTNER WEBSITE REFERRALS

SOCIAL MEDIA

57 MILLION
IMPRESSIONS

426,000+
FOLLOWERS

1.5 MILLION+
ACTIVE ENGAGEMENTS

MEDIA RELATIONS

560 MILLION
NATIONAL RADIO BROADCAST IMPRESSIONS

500 MILLION
EARNED MEDIA IMPRESSIONS

Discover more at ***VisitNapaValley.com/Industry***

VISIT Napa Valley

ORGANIZATIONAL FY24 Highlights

GROUP SALES

$89.1 MILLION
POTENTIAL ECONOMIC IMPACT

800+
MEETING LEADS DISTRIBUTED

98,000
POTENTIAL GUESTS

217,000
POTENTIAL ROOM NIGHTS

TRAVEL TRADE

970+
PARTNER REFERRALS

PARTNERSHIP

581
TOTAL PARTNERS

119
PARTNER INFORMATION MEETINGS

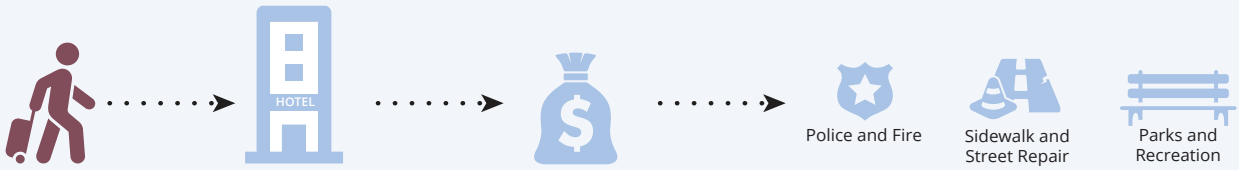
75
PARTNER PORTAL TRAININGS

70
PARTNER SITE VISITS

Discover more at ***VisitNapaValley.com/Industry***

Tourism Improves Resident Quality of Life in Napa Valley

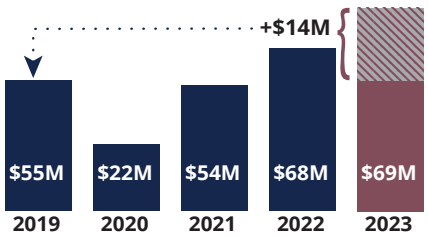
The Transient Occupancy Tax (TOT) is a tax on overnight hotel stays in Napa County.



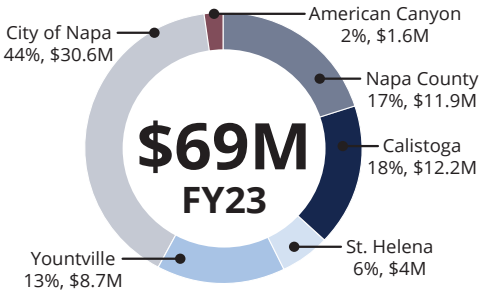
Visitors stay in lodging properties

12% of gross room revenue goes into the local jurisdiction's General Fund

The General Fund pays for local community improvements and services



In 2023, TOT revenue reached a record $69M, $14M more than pre-pandemic levels in 2019.



Since 2019, an additional 1% TOT has been added to overnight hotel stays in Calistoga, St. Helena, Yountville, City of Napa, and Napa County to ***support affordable housing solutions***.

TOURISM DRIVES OUR LOCAL ECONOMY

- The number one industry in Napa Valley is wine, followed by the second largest industry, tourism.



- 1 out of 5 working adults in Napa County (age 16-65) is employed in the hospitality industry.



- Approximately 3.7M people visit Napa Valley annually.

3.7M

- Overnight lodging guests and day trip visitors spend over $2.5 billion in our community in a typical year.



- Compared to day visitors, overnight guests visit ***more*** local businesses and spend ***more*** money per day.



VISIT NAPA VALLEY: VISION AND MISSION

Visit Napa Valley is the official destination marketing organization for Napa County. We promote the region as an attractive travel destination and enhance its public image as a dynamic place to visit, live, and work. Our priorities include:

1. **Promoting Napa Valley travel recovery** by encouraging travel during off-peak periods (namely November - March & midweek), inspiring international travel recovery, and growing group travel.

2. **Serving as a steward of Napa Valley** by fostering a vibrant economy, a healthy environment, and a high-quality of life for our residents through the development of a best-in-class sustainable tourism plan and initiatives such as a Green Lodging Certification Program.

3. **Helping to engage the Napa Valley hospitality workforce** by launching "***Crush that Career***", a campaign designed to address workforce shortages by attracting the next generation of hospitality professionals to consider a career in Napa Valley.



VISIT Napa Valley

Tourism Improvement District vs. Transient Occupancy Tax

Tourism Improvement District (TID)

A lodging industry self-imposed assessment specified for maintaining a sustainable tourism economy.

- The TID assessment, initiated by hotel and lodging properties, funds marketing for tourism promotion.
- The Napa County TID was formed in 2010; renewed in 2015 for a ten-year period going through 2025; and will renew again for another ten-year period, taking Napa County through 2035.
- Collected TID assessments fund destination marketing budgets of approximately $11 million annually.

HOW THE TID WORKS

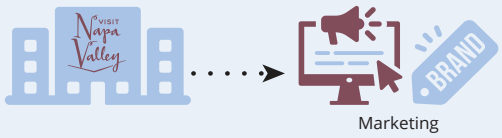
- Visitors come to Napa Valley, stay in a lodging property, and then leave.



- ***2%*** is collected on the overnight hotel fee. The collected TID revenue then goes to Napa Valley Tourism Corporation (NVTC).



- NVTC contracts with Visit Napa Valley (VNV) to do tourism marketing.



- This generates visitation, spending, and economic benefit to Napa Valley.



Transient Occupancy Tax (TOT)

A county-wide tax collected on overnight hotel stays and earmarked for resident services.

- Each jurisdiction in Napa County levies a 12% TOT on overnight hotel stays.
- Beginning in 2019, an incremental 1% of TOT collected in Calistoga, St. Helena, Yountville, the City of Napa, and Unincorporated Napa County has raised $23 million in taxes paid by hotel guests to help address ***affordable housing solutions throughout Napa Valley***.

HOW THE TOT WORKS

- Visitors come to Napa Valley, stay in a lodging property, and then leave.



- ***12%*** is collected on the overnight hotel fee for that town.



- The collected TOT revenue goes to the general fund for that specific jurisdiction.



- The general fund pays for community improvements and services such as police and fire safety, infrastructure, and parks and recreation.



For more information on the Napa Valley TID, TOT, NVTC, or Visit Napa Valley go to **VisitNapaValley.com/industry**.

VISIT Napa Valley

NAPA VALLEY TOURISM

VISIT Napa Valley

Napa Valley Welcomed a Total of 3.7 MILLION Visitors



90% DOMESTIC

10% INTERNATIONAL



95% OF VISITORS ARE LIKELY TO RETURN

3 TRIPS TO NAPA VALLEY IN PAST 12 MONTHS

Visitors to Napa Valley Spent $2.5 BILLION Supporting Local Businesses

$541M RESTAURANTS

$830M RETAIL & WINERIES

$686M LODGING

66% OF SPENDING WAS GENERATED BY OVERNIGHT HOTEL GUESTS

$1.7 BILLION SPENT BY OVERNIGHT HOTEL GUESTS

$864 MILLION SPENT BY NON-HOTEL GUESTS

Napa Valley Visitor Economy Generated $107.5 MILLION in Tax Revenue for Community Services

PARKS & RECREATION

PUBLIC SAFETY

ROAD IMPROVEMENTS

AND MORE!

The Tourism Industry Supports an Estimated **16,000** Jobs in the Community

Visitor Spending on a Typical Day was **$7 million**

DIRECT VISITOR SPENDING INCREASED BY +13%

TAX REVENUES INCREASED BY 26%

VisitNapaValley.com/Tourism

Source: 2023 Visitor Profile & Economic Impact Report by Future Partners

VISIT Napa Valley

Visit Napa Valley is the official destination marketing and management organization for Napa County. The organization promotes the region as an attractive travel destination and works to continually enhance its public image as a dynamic place to visit, live, and work.

VISION

ELEVATE NAPA VALLEY AS THE WORLD'S PREMIER WINE COUNTRY EXPERIENCE.

MISSION

PROMOTE, PROTECT, AND ENHANCE THE NAPA VALLEY DESTINATION.

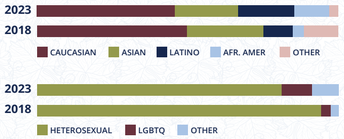
OBJECTIVES

- STRATEGIC SALES AND MARKETING
- COLLABORATIVE DESTINATION MANAGEMENT
- PROACTIVE COMMUNITY AND PARTNER RELATIONS
- ORGANIZATIONAL EXCELLENCE

VisitNapaValley.com/Industry

VISITOR PROFILE

Comparison of Visitor Mix





Younger | Affluent | Educated

40
Mean Age
DOWN FROM 46 IN 2018

$170K
Mean Household Income (HHI)

74%
College Grad+

In Addition to Wine, Visitors Enjoy:

SCENIC BEAUTY

Climate

CULINARY EXPERIENCES

Shopping

AND MORE

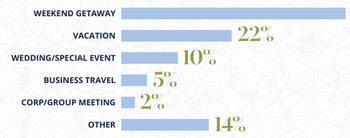
People are Talking About Napa Valley

75%
Were Inspired to Visit by the Opinions of Family and Friends



TRIP PROFILE

Primary Reason for Visiting Napa Valley



Top Activities

79% WINE/WINERIES
- **3** WINERIES VISITED ON AVERAGE
- **2** STANDALONE TASTING ROOMS VISITED ON AVERAGE

73% DINING

61% SHOPPING

11% BARS/NIGHTLIFE

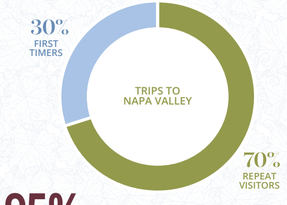
Trip Details

THE AVERAGE VISITOR SPENT **2** DAYS IN NAPA VALLEY

THE AVERAGE VISITOR SPENT **$281** IN-MARKET PER DAY

THE AVERAGE VISITING TRAVEL PARTY CONSISTS OF **3 - 4** PEOPLE

THE AVERAGE VISITOR MADE **3** TRIPS TO NAPA VALLEY IN THE PAST 12 MONTHS



95% OF VISITORS PLAN TO RETURN



NAPA VALLEY TOURISM ECONOMY

Hospitality and Tourism: Positive Economic Impact for Napa Valley

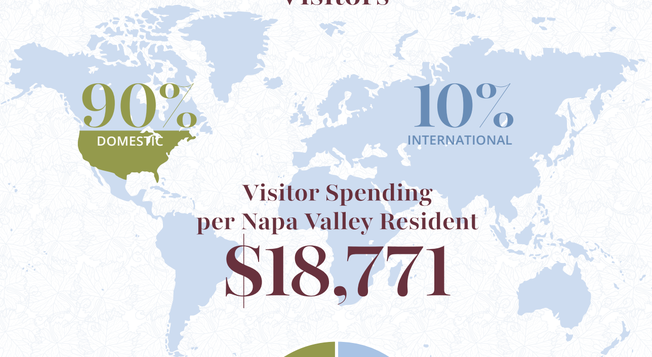
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For more information on Napa Valley tourism:
VisitNapaValley.com/tourism

VISIT Napa Valley

2023 ECONOMIC IMPACT REPORT

Napa Valley Welcomed a Total of
3.7 MILLION
Visitors



Visitor Spending per Napa Valley Resident
$18,771



Visitors to Napa Valley Spent
$2.5 BILLION
Supporting Local Businesses Such as

33%	27%	21%	19%
Wineries & Retail	Lodging	Restaurants	Other

66% of Spending is Generated by Overnight Hotel Guests

$1.7 BILLION SPENT BY OVERNIGHT HOTEL GUESTS

$864 MILLION SPENT BY NON-HOTEL GUESTS

Direct Visitor Spending Increased from 2018
+13%

Source: 2023 Visitor Profile & Economic Impact Report by Future Partners

Napa Valley Visitor Economy Generated
$107.5 MILLION
in Tax Revenue for Community Services

Parks & Recreation	Public Safety	Road Improvements

And More!

THE TOURISM INDUSTRY SUPPORTS AN ESTIMATED
16,000 JOBS
IN THE COMMUNITY

VISITOR SPENDING IN NAPA VALLEY ON A TYPICAL DAY
$7 MILLION

Tax Revenue Increased
26%
Over 2018