



STAFF REPORT UPDATES

**City of St. Helena
Regular City Council Meeting
Tuesday, December 10, 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@cityofsthelelena.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://sthelelena.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 November 12, 2024 and Special Meeting Minutes of November 12, 2024
[11-11-2024 Regular City Council - Minutes](#)
[11-11-2024 Special City Council - Applicant Interviews - 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.

9 - 20

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. Recognition of Laurie Furlani, Community Service Officer, Property and Evidence Technician's 35 years of service to the City of St. Helena and upcoming retirement.

Estimated start time: 6:25 p.m.

- 8.2. Arbor Day Proclamation presented to Victor Neri, Superintendent Parks & Trees

21

Estimated start time: 6:35 p.m.

[Proclamation](#)

9. STAFF BRIEFING

- 9.1. Downtown sidewalk project update
Prepared By: Joseph Leach, Public Works Director and City Engineer
- 9.2. Status Report on the process to sell City properties on Main Street and Railroad Ave
Prepared By: Anil Comelo, City Manager

10. CONSENT ITEMS

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

Estimated start time: 6:45 p.m.

- 10.1. Receive and File FY 2023-24 Annual AB 1600 Report on Development Impact Fees.

23 - 33

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Receive and file Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2024.

[Staff Report - Pdf](#)

- 10.2. Water Supply and Forecasting - October 2024

35 - 40

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

- 10.3. Adoption of a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2023-24 and a resolution certifying of 6.67% Equivalent Fund expenditures for Fiscal Year 2023-24 under Measure T Program. 41 - 51

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Staff recommends approval of the attached resolutions.
[Staff Report - Pdf](#)

- 10.4. Approval of a Resolution Authorizing execution of a Professional Services Agreement with Haley & Aldrich for Owner's Representative Services for Capital Improvement Project (CIP) W25-02 Water Treatment Plant Transmission Main Replacement Project for a not to exceed cost of \$37,073. 53 - 74

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 a Professional Services Agreement for Owner's Representative Services with Haley & Aldrich for the Water Treatment Plant Transmission Main Replacement (W25-02) for a total not-to-exceed \$37,073.
[Staff Report - Pdf](#)

- 10.5. Consideration and adoption of a Resolution authorizing Amendment #2 to STH Contract FY2023-050 with Kosmont Companies for continued real estate advisory and asset management consulting support, including services related to the sale of surplus city properties on Main Street and Railroad Avenue, for an additional \$50,000 for a total contract amount not to exceed \$125,000. 75 - 99

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](#)

- 10.6. Consideration and proposed approval of a Resolution accepting the certification of the vote for the November 5, 2024 St. Helena General Municipal Election 101 - 122

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

Adopt the resolution accepting the certification of the vote for Mayor and Council Members.

[Staff Report - Pdf](#)

10.7. *12/09/2024 Staff report was updated.

123 - 260

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

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](#)

[Public Comment.Jeff Farmer](#)

[Public Comment.Chris Fowler](#)

[Public Comment.Christopher Warner 1](#)

[Public Comment.Christopher Warner 2](#)

[Public Comment.Christopher Warner 3](#)

[Public Comment.Christopher Warner 4](#)

[Public Comment.Christopher Warner 5](#)

[Public Comment.Christopher Warner 6](#)

[Public Comment.Pam Smithers](#)

11. PUBLIC HEARINGS

11.1. Introduction and waive first reading of an Ordinance approving Zoning Ordinance Amendment (ZOA 2024-001) to amend Chapter 17.30 of Title 17 of the St. Helena Municipal Code regarding the calculation of housing in-lieu fees.

261 - 265

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

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Introduction and waive the first reading of the proposed Ordinance to:

1. Find that the proposed changes to Chapter 17.30 of the Zoning Code are exempt from CEQA Guideline 15061 (b)(3); and

2. Approve and adopt Zoning Ordinance Amendment (ZOA 2024-001) to amend Chapter 17.30 of Title 17 of the St. Helena Municipal Code regarding the calculation of housing in-lieu fees.

[Staff Report](#)

[Ordinance - Housing In-Lieu Fee Calculation](#)

- 11.2. *12/09/2024 Staff report was updated.

267 - 392

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.

Estimated start time: 7:00 p.m.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolutions adopting the affordable housing in-lieu fees and the nonresidential/commercial linkage or housing impact fees, which will take effect after the ordinance is in effect.

[Staff Report - Pdf](#)

12. OLD BUSINESS

None

13. NEW BUSINESS

- 13.1. Recognition of Outgoing Vice Mayor Eric Hall and Council Members Chouteau and Kenealy by Anil Comelo, City Manager

Estimated start time: 7:10 p.m.

- 13.2. Oath of Office administered by City Clerk Cindy Tzafopoulos to Mayor-Elect Paul Dohring, Council Member-Elect Aaron Barak and Council Member-Elect Michelle Deasy
(A brief recess for the City Clerk to reorganize the dais and all attendees enjoy refreshments)

Estimated start time: 7:25 p.m.

- 13.3. New Mayor and Council Members are seated

Estimated start time: 7:35 p.m.

- 13.4. Consideration of Process for Appointment to Fill City Council Vacancy

393 - 398

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzafopoulos, City Clerk

Recommendation:

Fill the vacancy via an appointment (as opposed to an election) to fill the vacancy left by Council Member Chouteau's resignation. Utilize the proposed process and timeline for the appointment of a new City Council Member.

[Staff Report - Pdf](#)

- 13.5. 1. Designate a regular member and alternate City Council Member to represent the City of St. Helena on the Upper Valley Waste Management Agency (UVWMA) and; 399 - 404

2. Designate a regular member to the Napa Valley Transportation Authority (NVTa).

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaopoulos, City Clerk

Recommendation:

Designate a regular member and alternate City Council Member to represent the City of St. Helena on the UVWMA. Designate a regular member to represent the City of St. Helena on the NVTa.

[Staff Report - Pdf](#)

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 January 14, 2025, 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 December 5, 2024. Republished December 9, 2024.



Cindy Tzaopoulos, City Clerk

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

public review at the respective meeting.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, November 12, 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, Council Member Patrick Kenealy, and Council Member Billy Summers

Absent: None

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

4.1

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

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

5. APPROVAL OF MINUTES

- 5.1 Consideration and proposed approval of Regular Meeting Minutes of October 22, 2024.

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

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

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Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

No public comment was received.

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

Ethan Walsh, City Attorney reported that there was no reportable action from the November 12, 2024 special City Council closed session meeting.

Mandy Kellogg, Administrative Services Director provided a fiscal year 2023-24 4th quarter update.

Dave Jahns, Director of Community Services provided an update on community activities.

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

- 10.1 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.

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

- 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.

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.

- 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.

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

- 10.4 This item was pulled.

~~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~~

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

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.

Vice Mayor Eric Hall moved to approve 10.1 through 10.3 and 10.5. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

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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

- 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

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.

Anil Comelo, City Manager reported on the item.

Chris Warner, Rich Corsetti and Barbara Monnette addressed the City Council.

It was the consensus of the City Council to direct the City Attorney to negotiate further with Tesla to get the best deal possible such as having a lower number of chargers and spots that are ideally not exclusive.

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

- 12.1 Consideration and proposed approval of establishing a Finance Committee

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

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Recommendation:

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

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

Chris Warner and Kelly Wheaton addressed the City Council.

Vice Mayor Hall recommended the Committee to meet more than five times a year.

Vice Mayor Eric Hall moved to adopt the Resolution establishing a Finance Committee and begin the recruitment process. The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

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

CEQA Determination: Not a CEQA project

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Adopt a resolution appointing applicants to the ATSC, Library Board of Trustees and Parks and Recreation.

Anil Comelo, City Manager reported on the item.

No public comment was received.

Mayor Paul Dohring moved to appoint the following applicants:

Active Transportation and Sustainability Committee regular members

- Richard Seiferheld
- Shannon Nolan

Youth Advisory Board Member to the Library Board of Trustees

- Jacob Zuniga

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Youth Advisory Board Member to the Parks & Rec. Commission

- Henry Ray

The motion was seconded by Council Member Anna Chouteau and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 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

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 Public Works Director - 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.

Joe Leach, Public Works Director reported on the item.

Kelly Wheaton addressed the City Council.

It was the consensus of the City Council for staff to determine the species, size and scope for the Downtown St. Helena Main Street Sidewalk Rehabilitation Project – Phases 1A (Pine St. to Adams St.)

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

Estimated start time: 7:40 p.m.

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

Ethan Walsh, City Attorney reported on the item.

Arlene Corsetti, Michelle Deasy, Chris Warner, Donna Hardy and Hector Marroquin addressed the City Council.

Council Member Billy Summers moved to approve the City Manager's contract minus the one-year extension and second 7% increase until the Council reevaluates with the new City Council members following a Financial Committee financial plan. The motion was seconded by Mayor Paul Dohring and on roll call failed by the following vote:

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

The motion failed for a lack of votes.

Vice Mayor Eric Hall moved to adopt a resolution approving the City Manager's contract. The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

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

The Mayor called for a ten minute recess at 8:09pm.

13.4 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

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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.

Mandy Kellogg, Administrative Services Director reported on the item.

No public comment was received.

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

- 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.
 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

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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).

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

Marcelle Adderley, Rick Coffman, Linsey Gallagher, Nathan Davis, Patrick O'Neil and John Landen addressed the City Council.

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

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Vice Mayor Eric Hall moved to approve a resolution appointing the City of St. Helena Mayor, or designee, as the City representative for the Napa Valley Tourism Corporation (NVTC). The motion was seconded by Council Member Patrick Kenealy and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

14. CITY COUNCIL REPORTS:

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

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

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

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

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 8:49 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzafoopoulos, City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, November 12, 2024 @ 4:30 PM
Vintage Hall - First Floor Wellness Center
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Patrick Kenealy, and Council Member Billy Summers

Absent: None

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **ADOPTION OF THE AGENDA**
4. **PUBLIC COMMENT:**

Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item.

5. **NEW BUSINESS:**

- 5.1 Applicant interviews for the ATSC, Youth Advisory Member to the Parks & Rec Commission and Youth Advisory Member to the Library Board of Trustees

The City Council held applicant interviews and interviewed the following applicants:

Active Transportation and Sustainability Committee

- Shannon Nolan

Youth Advisory Board Member to the Library Board of Trustees

- Jacob Zuniga

No public comment was received.

6. **ADJOURNMENT**

Mayor Dohring adjourned the meeting at 5:00pm.

Special City Council
November 12, 2024

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Cindy Tzaopoulos, City Clerk

City of St. Helena PROCLAMATION

ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, the City of St. Helena has been recognized as a Tree City USA by The National Arbor Day Foundation for 26 years and desires to continue its tree-planting practices

NOW, THEREFORE LET IT BE RESOLVED, that I, Paul Dohring, Mayor of the City of St. Helena, along with the St. Helena City Council, declares the 12th day of December 2024, as Arbor Day and will be holding tree plantings in recognition of Arbor Day for the purpose of expressing our support for efforts to protect our trees and woodlands.

Dated: December 10, 2024

Paul Jamison Dohring, Mayor
City of St. Helena



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	December 10, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Receive and File FY 2023-24 Annual AB 1600 Report on Development Impact Fees.
RECOMMENDED ACTION:	Receive and file Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2024.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of this report is to publicly provide the FY 2023-24 Annual AB 1600 Report on Development Impact Fees.
FINANCIAL IMPACT:	None.

BACKGROUND:

Cities and counties often charge fees on new development to fund public improvements to mitigate the impact of development activity. These fees are commonly known as development impact fees and are generally collected at the time building permits are issued for residential and commercial construction. Impact fees are established by ordinance and as required by law, these fees are segregated from the General Fund and accounted for in special revenue funds.

In 1989, the State Legislature passed Assembly Bill 1600 (AB 1600), which added Sections 66000 et seq. to the California Government Code, commonly known as the Mitigation Fee Act. Under AB 1600 the City is required to make available to the public a report on development impact fees. The report must be made available within 180 days of the close of the fiscal year.

This Report Provides: Descriptions of each Development Impact Fee, Amount of the Fee, Beginning and Ending Balances of each Impact Fee Account, Identification of Public Improvements in which Fees were Expended, Schedule for Commencement of Certain Public Improvements to be Funded with Impact Fees, Description of any Interfund Transfer or Loan, and the Amount of Refunds Paid, if any, from Development Impact Fees.

DISCUSSION:

The Annual AB 1600 Development Fee Report for Fiscal Year Ending June 30, 2024 was made available to the public on October 24, 2023 (Attachment 1).

Per Section 66006(b)(1) of the California Government Code the annual report must include the following specific reporting requirements:

1. A brief description of the type of development impact fee in the account/fund;
2. The amount of the fee;
3. Beginning and ending balances of the account/fund, the amount of fees collected, and the interest earned;
4. An identification of each public improvement on which fees were expended together with the amount of such expenditures;
5. Information regarding the schedule for commencement of certain public improvements to be funded with development fees;
6. A description of any interfund transfer or loan; and
7. The amount of refunds paid, if any, from a particular fund.

The City of St. Helena development fees covered by AB 1600, and documented in Attachment 1, include the following:

1. Public Safety Impact Fees (pages 1 and 2 of report)
2. Civic Improvement Impact Fees (pages 1 and 3 of report)
3. Park Improvement Impact Fees (pages 1 and 4 of report)
4. Traffic Mitigation Impact Fees (pages 1 and 5 of report)
5. Storm Drain Improvement Impact Fees (pages 1 and 6 of report)
6. Affordable Housing Impact Fees (pages 1 and 7 of report)
7. Water Impact Fees (pages 1 and 8 of report)
8. Sewer Impact Fees (pages 1 and 9 of report)

ENVIRONMENTAL REVIEW: None.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[FY 2023-24 AB1600 Report](#)



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2024

Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public within 180 days of the close of the fiscal year and be presented to the public agency (City Council) at a regularly scheduled public meeting no sooner than 15 days after the report is made available to the public.

This report summarizes the following information for each of the development impact fee programs:

- A brief description of the fee program
- A schedule of fees
- A schedule of projects
- Expenditures by project
- Five-year historical collection and expenditure schedule

The table below shows the activity for each impact fee fund for the fiscal year 2023-2024:

	Public Safety Impact Fund 216	Civic Improvement Impact Fund 713	Park Impact Fund 734	Traffic Mitigation Impact Fund 740	Storm Drain Improvement Fund 742	Affordable Housing Fund 751	Water Impact Fund 764	Sewer Impact Fund 774
Beginning Balance, 7/1/23	\$ 590,930	\$ 822,974	\$ 1,303,461	\$ 2,829,543	\$ 743,172	\$ 304,497	\$ 390,341	\$ (2,191)
Long-term Receivable	\$ 61,333	\$ -	\$ -	\$ -	\$ -	1,796,106	902,249	173,241
REVENUE								
Interest Earnings	8,010	11,006	17,863	37,035	9,710	7,515	5,567	175
Fees Collected	67,876	67,874	190,628	32,894	39,266	583,991	40,984	3,336
Miscellaneous Revenues	-	-	-	-	-	-	20,178	41,295
Operating Transfers In	-	-	-	-	-	-	-	-
TOTAL	75,886	78,880	208,491	69,929	48,976	591,506	66,729	44,806
EXPENSE/EXPENDITURES								
Non Departmental Expense	-	1,328	-	-	-	60,295	-	-
Transfer to Other Funds*	94,182	-	-	-	-	-	-	41,294
TOTAL	94,182	1,328	-	-	-	60,295	-	41,294
Excess Revenue Over/(Under) Expenses/Expenditures	(18,296)	77,552	208,491	69,929	48,976	531,211	66,729	3,512
Ending Balance, 6/30/24	633,967	900,526	1,511,952	2,899,472	792,148	2,631,814	1,359,319	174,562

*See 5-year CIP adopted by City Council on June 13, 2023.

The City of St. Helena has eight (8) impact fee funds: Public Safety Impact, Civic Improvement Impact, Park Impact, Traffic Mitigation Impact, Storm Drian Improvement, Affordable Housing, Water Impact, and Sewer Impact. Each fee is accounted for in a separate fund within the records of the City of St. Helena.

The following pages discuss each fund in more detail and include a revenue and expenditure summary from 7/1/23 - 6/30/24.



City of St. Helena
 AB1600 Annual Report
 Development Impact Fees
 Fiscal Year Ended June 30, 2024

Public Safety Impact Fee - Fund 216

Description of Fees

Section 22.5 of the City Code establishes this fund to accumulate revenues from fees on building permits to be used solely for equipment and facilities costs for the Police and Fire Departments. Vehicles, capital equipment, and building improvements are approved uses.

Fee Schedule

Category	Fee	Basis
Residential Unit	\$ 1.30	Square foot
Multifamily Unit	\$ 1.30	Square foot
Commercial	\$ 1.30	Square foot
Office	\$ 2.00	Square foot
Industrial	\$ 0.71	Square foot
Hotel Room	\$ 1.37	Square foot

Scheduled Projects

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees

Expenditure by Project

Project	FY 2023-24 Expenditures	Estimated % of Total Project Funded with Development Fee
Type 1 Fire Engine Purchase	\$ 94,182	11.6%

5-Year Collection and Expenditure Schedule

	FY 23/2024	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020
Beginning Fund Balance	652,263	616,389	596,079	582,770	485,551
Revenues					
Interest Earnings	8,010	2,998	1,257	3,522	5,319
Impact Fees	68,449	32,876	19,863	16,527	92,033
Operating Transfers In	-	-	-	-	-
Total Revenues	\$ 76,458	\$ 35,874	\$ 21,120	\$ 20,049	\$ 97,352
Expenditures					
Development Impact Fee Study	-	-	811	6,740	133
Type 1 Fire Engine	94,182	-	-	-	-
Total Expenditures	\$ 94,182	\$ -	\$ 811	\$ 6,740	\$ 133
Revenues over (less than) expenditures	(17,723)	35,874	20,309	13,309	97,219
Fund Balance, June 30	634,539	652,263	616,389	596,079	582,770



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2024

Civic Improvement Impact Fee - Fund 713

Description of Fees

This fund is used to accumulate restricted funds from new development's proportionate share of the depreciated replacement of cost of a range of facility types including City Hall, corporation yard facilities, as well as library and recreation facilities.

Fee Schedule

Category	Fee	Basis
Residential Unit	\$ 1.60	Square foot
Multifamily Unit	\$ 1.60	Square foot
Commercial	\$ 1.60	Square foot
Office	\$ 2.46	Square foot
Industrial	\$ 0.87	Square foot
Hotel Room	\$ 1.69	Square foot

Scheduled Projects

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees

Expenditure by Project

Project	FY 2023-24 Expenditures	Estimated % of Total Project Funded with Development Fee
	\$ -	0.0%

5-Year Collection and Expenditure Schedule

	FY 23/2024	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020
Beginning Fund Balance	822,974	761,864	733,323	716,815	599,889
Revenues					
Interest Earnings	11,006	4,210	1,726	4,828	7,395
Impact Fees	67,874	59,179	29,314	19,879	137,549
Operating Transfers In	-	-	-	-	-
Total Revenues	\$ 78,880	\$ 63,389	\$ 31,040	\$ 24,707	\$ 144,944
Expenditures					
Corporation Yard Trailer Rental	1,328	2,279	1,732	1,681	1,862
Development Impact Fee Study	-	-	768	6,518	133
General Plan	-	-	-	-	292
Phase I - Feasibility and Visioning Study	-	-	-	-	25,731
Total Expenditures	\$ 1,328	\$ 2,279	\$ 2,499	\$ 8,199	\$ 28,018
Revenues over (less than) expenditures	77,552	61,110	28,541	16,508	116,926
Fund Balance, June 30	900,526	822,974	761,864	733,323	716,815



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2024

Park Impact Fee - Fund 734

Description of Fees

This fund is used to accumulate funds from new or proposed residential development solely for park land acquisition and park improvements.

Fee Schedule

Category	Fee	Basis
Residential Unit	\$ 3.77	Square foot
Multifamily Unit	\$ 3.77	Square foot

Scheduled Projects

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees
C19-03 Crane Park Lighting Improvements	FY 23/24	\$ 400,000	\$ 400,000
C20-04 Baldwin Park Fence & Pathway	FY 23/24	\$ 80,000	\$ 80,000
C22-02 Crane Park Playground Equipment	FY 23/24	\$ 250,000	\$ 80,000
C22-03 Jacob Meily Park Upgrades	FY 23/24	\$ 125,500	\$ 125,500
C24-01 Parks & Recreation Master Plan	FY 23/24	\$ 125,000	\$ 125,000

Expenditure by Project

Project	FY 2023-24 Expenditures	Estimated % of Total Project Funded with Development Fee
C19-03 Crane Park Lighting Improvements	\$ -	100.0%
C20-04 Baldwin Park Fence & Pathway	\$ -	100.0%
C22-02 Crane Park Playground Equipment	\$ -	32.0%
C22-03 Jacob Meily Park Upgrades	\$ -	100.0%
C24-01 Parks & Recreation Master Plan	\$ -	100.0%

5-Year Collection and Expenditure Schedule

	FY 23/2024	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020
Beginning Fund Balance	1,303,461	1,087,885	987,542	979,598	960,234
Revenues					
Interest Earnings	17,863	6,593	2,371	6,647	13,163
Impact Fees	190,628	208,983	97,973	54,379	411,746
Operating Transfers In	-	-	-	-	-
Total Revenues	\$ 208,491	\$ 215,576	\$ 100,343	\$ 61,025	\$ 424,909
Expenditures					
C19-01 Lyman Park Restroom Improvements	-	-	-	-	-
C19-02 Crane Park Tennis Courts	-	-	-	26,149	210,434
C19-03 Crane Park Lighting Improvements	-	-	-	24,508	19,753
C20-03 Skate Park Improvements	-	-	-	2,425	167,609
C20-04 Baldwin Park Fence & Pathway Repair	-	-	-	-	7,750
Total Expenditures	\$ -	\$ -	\$ -	\$ 53,082	\$ 405,545
Revenues over (less than) expenditures	208,491	215,576	100,343	7,944	19,364
Fund Balance, June 30	1,511,952	1,303,461	1,087,885	987,542	979,598



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2024

Traffic Mitigation Impact Fee - Fund 740

Description of Fees

This fund is used to accumulate funds from new or proposed development to finance circulation improvements to reduce the impacts of traffic generated by new development within the City.

Fee Schedule

Category	Fee	Basis
Residential Unit	\$ 0.81	Square foot
Multifamily Unit	\$ 0.81	Square foot
Commercial	\$ 5.10	Square foot
Office	\$ 4.06	Square foot
Industrial	\$ 2.43	Square foot
Hotel Room	\$ 5.46	Square foot

Scheduled Projects

Project	Anticipated Construction Start	Estimated 5-year Project Costs	Total Impact Fees
R24-01 Streets Master Plan	FY 23/24	\$ 200,000	\$ 200,000

Expenditure by Project

Project	FY 2023-24 Expenditures	Estimated % of Total Project Funded with Development Fee
R24-01 Streets Master Plan	\$ 6,772	100.0%

5-Year Collection and Expenditure Schedule

	FY 23/2024	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020
Beginning Fund Balance	2,829,543	2,758,586	2,719,290	2,715,793	2,470,519
Revenues					
Interest Earnings	37,035	14,547	6,339	18,312	29,496
Impact Fees	32,894	56,410	33,989	33,414	215,912
Operating Transfers In	-	-	-	-	-
Total Revenues	\$ 69,929	\$ 70,957	\$ 40,328	\$ 51,726	\$ 245,408
Expenditures					
R20-02 Mills Lane Storm Drain Project	-	-	-	41,711	-
R24-01 Streets Master Plan	6,772	-	-	-	-
Development Impact Fee Study	-	-	1,032	6,518	133
Total Expenditures	\$ 6,772	\$ -	\$ 1,032	\$ 48,229	\$ 133
Revenues over (less than) expenditures	63,157	70,957	39,296	3,497	245,275
Fund Balance, June 30	2,892,700	2,829,543	2,758,586	2,719,290	2,715,793



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2024

Storm Drain Improvements Impact Fee - Fund 742

Description of Fees

This fund is used to accumulate funds from new development's proportionate share of planned drainage system improvements.

Fee Schedule

Category	Fee	Basis
Residential Unit	\$ 0.61	Square foot
Multifamily Unit	\$ 0.61	Square foot
Commercial	\$ 1.90	Square foot
Office	\$ 1.58	Square foot
Industrial	\$ 1.90	Square foot
Hotel Room	\$ 2.64	Square foot

Scheduled Projects

Project	Anticipated Construction	Estimated 5-year Project	Total Impact Fees
R20-02 Mills Lane Storm Drain Project	Undetermined	\$ 6,761,640	\$ 700,000

Expenditure by Project

Project	FY 2023-24 Expenditures	Estimated % of Total Project Funded
R20-02 Mills Lane Storm Drain Project	\$ -	10.4%

5-Year Collection and Expenditure Schedule

	FY 23/2024	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020
Beginning Fund Balance	743,172	713,586	798,601	790,010	696,348
Revenues					
Interest Earnings	9,710	3,817	1,867	5,311	8,430
Impact Fees	39,266	30,676	15,974	9,797	85,365
Operating Transfers In	-	-	-	-	-
Total Revenues	\$ 48,976	\$ 34,493	\$ 17,840	\$ 15,109	\$ 93,795
Expenditures					
R20-02 Mills Lane Storm Drain Project	-	4,906	101,824	-	-
Drain Pipe Replacement	25,000	-	-	-	-
Development Impact Fee Study	-	-	1,032	6,518	133
Total Expenditures	\$ 25,000	\$ 4,906	\$ 102,855	\$ 6,518	\$ 133
Revenues over (less than) expenditures	23,976	29,587	(85,015)	8,591	93,662
Fund Balance, June 30	767,148	743,172	713,586	798,601	790,010



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2024

Affordable Housing Fee - Fund 751

Description of Fees

This fund is used to accumulate funds from new or proposed development in order to defray the costs of providing affordable housing in the City.

Fee Schedule

Category	Fee	Basis
Residential Unit	2.50%	Construction Cost
Multifamily Unit	2.50%	Construction Cost
Commercial	\$ 4.11	Square foot
Office	\$ 1.26	Square foot
Industrial	\$ 5.21	Square foot
Hotel Room	\$ 3.80	Square foot

Scheduled Projects

Project	Anticipated Construction	Estimated 5-year Project	Total Impact Fees

Expenditure by Project

Project	FY 2023-24 Expenditures	Estimated % of Total Project Funded

5-Year Collection and Expenditure Schedule

	FY 23/2024	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020
Beginning Fund Balance	2,100,603	1,897,317	528,967	2,034,173	2,079,949
Revenues					
Interest Earnings	7,515	2,668	709	3,254	5,849
Impact Fees	583,991	212,358	2,226	106,784	317,631
HOME Grant Revenues	-	6,324	-	-	-
Contributions from Government	-	14,811	1,429,111	-	-
Other Revenue	-	-	60,000	-	-
Annual Monitoring Fees	-	1,449	4,582	295	2,292
Operating Transfers In	-	-	-	-	-
Total Revenues	\$ 591,506	\$ 237,609	\$ 1,496,628	\$ 110,333	\$ 325,772
Expenditures					
723 Hunt Avenue Acquisition Project	-	-	23,676	1,400,565	-
Turley Flats Project	-	9,998	4,469	185,884	316,884
HOME Administrative Fees	81	2,832	13,221	4,075	-
963 Pope Street OTSH	10,800	3,600	8,400	-	-
Brenkle Court Project	-	-	(40)	-	-
Development Impact Fee Study	-	-	6,045	-	-
Affordable Housing Legal Fees	49,414	-	3,297	10,129	29,664
Housing Element Update	-	17,893	69,210	14,887	-
Non-Profit Grant Contribution	-	-	-	-	25,000
Total Expenditures	\$ 60,295	\$ 34,323	\$ 128,278	\$ 1,615,539	\$ 371,548
Revenues over (less than) expenditures	531,211	203,286	1,368,350	(1,505,206)	(45,776)
Fund Balance, June 30	2,631,814	2,100,603	1,897,317	528,967	2,034,173



City of St. Helena
AB1600 Annual Report
Development Impact Fees
Fiscal Year Ended June 30, 2024

Water Impact Fee - Fund 764

Description of Fees

This fund is used to accumulate funds from new or proposed development to pay for water system capital improvements needed to support new development.

Fee Schedule

Category	Fee	Basis
Residential Unit	\$ 1.41	Square foot
Multifamily Unit	\$ 1.41	Square foot
Commercial	\$ 0.86	Square foot
Office	\$ 0.86	Square foot
Industrial	\$ 0.73	Square foot
Hotel Room	\$ 2.40	Square foot

Scheduled Projects

Project	Anticipated Construction	Estimated 5-year Project	Total Impact Fees
S21-01 WWTP Recycled Pipeline & Station	FY 21/22	\$ 130,000	\$ 95,000

Expenditure by Project

Project	FY 2023-24 Expenditures	Estimated % of Total Project Funded

5-Year Collection and Expenditure Schedule

	FY 23/2024	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020
Beginning Fund Balance	1,292,590	1,245,628	1,206,098	1,175,854	1,034,630
Revenues					
Interest Earnings	5,567	2,130	862	2,360	3,128
Impact Fees	40,984	32,528	21,158	16,238	120,433
Miscellaneous Revenues	20,178	18,701	18,542	18,164	17,796
Operating Transfers In	-	-	-	-	-
Total Revenues	\$ 66,729	\$ 53,359	\$ 40,562	\$ 36,762	\$ 141,357
Expenditures					
S21-01 WWTP Recycled Pipeline & Station	-	6,398	-	-	-
Development Impact Fee Study	-	-	1,032	6,518	133
Total Expenditures	\$ -	\$ 6,398	\$ 1,032	\$ 6,518	\$ 133
Revenues over (less than) expenditures	66,729	46,962	39,530	30,244	141,224
Fund Balance, June 30	1,359,319	1,292,590	1,245,628	1,206,098	1,175,854



City of St. Helena
 AB1600 Annual Report
 Development Impact Fees
 Fiscal Year Ended June 30, 2024

Wastewater Impact Fee - Fund 774

Description of Fees

This fund is used to account for the cost of constructing and improving the wastewater treatment plant and sewer collection system in order to support new development.

Fee Schedule

Category	Fee	Basis
Residential Unit	\$ 1.57	Square foot
Multifamily Unit	\$ 1.57	Square foot
Commercial	\$ 1.87	Square foot
Office	\$ 1.87	Square foot
Industrial	\$ 1.65	Square foot
Hotel Room	\$ 5.50	Square foot

Scheduled Projects

Project	Anticipated Construction	Estimated 5-year Project	Total Impact Fees
S00-52 WWTP Phase 1 Upgrades	FY 20/21	\$ 18,815,827	\$ 724,077
S21-01 WWTP Recycled Pipeline & Station	FY 21/22	\$ 130,000	\$ 35,000

Expenditure by Project

Project	FY 2023-24 Expenditures	Estimated % of Total Project Funded
S00-52 WWTP Phase 1 Upgrades	\$ 41,294	3.8%
S21-01 WWTP Recycled Pipeline & Station	\$ -	26.9%

5-Year Collection and Expenditure Schedule

	FY 23/2024	FY 22/2023	FY 21/2022	FY 20/2021	FY 19/2020
Beginning Fund Balance	171,050	826,640	817,331	810,352	772,109
Revenues					
Interest Earnings	175	2,184	1,517	4,342	7,275
Impact Fees	3,336	8,743	5,904	6,237	30,433
Miscellaneous Revenues	41,295	2,918	2,918	2,918	2,918
Operating Transfers In	-	-	-	-	-
Total Revenues	\$ 44,806	\$ 13,845	\$ 10,340	\$ 13,497	\$ 40,626
Expenditures					
S00-52 WWTP Phase 1 Upgrades	41,294	669,435	-	-	-
S21-01 WWTP Recycled Pipeline & Station	-	-	-	-	-
Ranch Utility Vehicle	-	-	-	-	2,250
Development Impact Fee Study	-	-	1,032	6,518	133
Total Expenditures	\$ 41,294	\$ 669,435	\$ 1,032	\$ 6,518	\$ 2,383
Revenues over (less than) expenditures	3,512	(655,590)	9,308	6,979	38,243
Fund Balance, June 30	174,562	171,050	826,640	817,331	810,352



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	December 10, 2024
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	Water Supply and Forecasting - October 2024
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant, the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

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

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

DISCUSSION:

In connection with City Council Goal 2, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for October 2024. The water produced for October 2024 is down by -19% when compared to October 2023 and is down by -31% compared to the average of October 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	October 2023 (Acre-Feet)	October 2024 (Acre-Feet)
Bell Canyon	90	56.98	31.14
Stonebridge Wells	34	44.28	44.39
Napa Water	57	54.73	51.59
Total	182	155.99	127.12

- Percent change from October 2023: -19%
- Percent change from average of October 2018 - 2020: -31%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since September 2023. It also shows the water availability forecast through June 2026 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of November 1, 2024, Bell Canyon Reservoir elevation was at 414.37 feet representing approximately 1,823.14 acre feet (AF) and 76.48% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 acre feet in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on November 1st in 2022, 2023, and 2024.

Year	2022	2023	2024
Bell Canyon Elevation Level	409.57 Ft.	416.70 Ft.	414.37 Ft.
Acre Feet	1,505 AF	1,945.02 AF	1,823.14 AF
Percent Capacity	63.13%	83.46%	76.48%

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

Continued Water Conservation

California experienced two consecutive dry years 2020 and 2021. Due to the combination of warmer-than-average temperatures and minimal precipitation in the state, the Department of Water Resources (DWR) declared 2021 as the fourth-driest year on record statewide. The record-breaking dry period in January and February 2022, and the absence of significant rains in March 2022, required DWR to reduce anticipated deliveries from the State Water Project (SWP). However, the reduction at

the time did not affect St. Helena as the City has multiple robust water sources not affected by the executive order. Water availability from the Bell Canyon reservoir is based on the City's State Water Rights permit and not the SWP. The City has not received any curtailment order from DWR nor does the City anticipate receiving one.

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

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of October 2024, Rutherford Pump Station was producing an average of 0.54 MG/day for a total of 51.59 acre feet (AF) for the month.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

- Goal 1: Strengthen Financial Sustainability
- Goal 2: Improve Infrastructure & Further Environmental Sustainability
- Goal 3: Pursue Water Security & Sustainable Management of Water Resources
- Goal 4: Provide Effective Community Information & Opportunities for Engagement
- Goal 5: Enhance Quality of Life
- Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[MWR October 1-31 2024](#)

[Attachment 2 - Bell Canyon Water Storage Forecast](#)

[Attachment 3 - Bell Canyon Reservoir Storage Phase I II](#)

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC__X__ PC__X__ FILE____
 RECEIVED:____ BY: __

October 1-31, 2024

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	31.14	44.39	0.61	51.59	-0.44
AMOUNT PRODUCED in MG	10.14	14.46	0.20	16.80	-0.14
PERCENT	24.6%	35.0%		40.7%	-0.3%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	41.41 MG	50.81 MG
MAXIMUM DAILY PRODUCED	n/a MG	n/a MG
MINIMUM DAILY PRODUCED	n/a MG	n/a MG
AVERAGE DAILY PRODUCED	1.33 MG	1.63 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	153.71 AF	29.9%	180.10 AF	30.7%
	50.07 MG		58.66 MG	
NAPA WATER	207.81 AF	40.4%	208.33 AF	35.5%
	67.69 MG		67.86 MG	
STONEBRIDGE POTABLE WELLS	152.26 AF	29.6%	198.83 AF	33.9%
	49.60 MG		64.77 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	513.78 AF	100.0%	587.26 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.14 MG/Oct. 1 -31	0.16 MG/Oct. 1-31
NAPA VALLEY COLLEGE	0.06 MG/Oct. 1 -31	0.05 MG/Oct. 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	414.37 FT.	416.70 FT.
MONTHLY RISE OR DROP	-1.26 FT.	-1.05 FT.
CAPACITY AT END OF PERIOD	1823.14 AF	1945.02 AF
PERCENT OF FULL CAPACITY	76.5 %	83.5 %
RAINFALL IN THIS PERIOD	0.10 IN	0.50 IN
TOTAL RAINFALL SEASON TO DATE	0.2 IN	0.58 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	99-45.5	91.8-41.7
AVERAGE	76	66.7

REMARKS

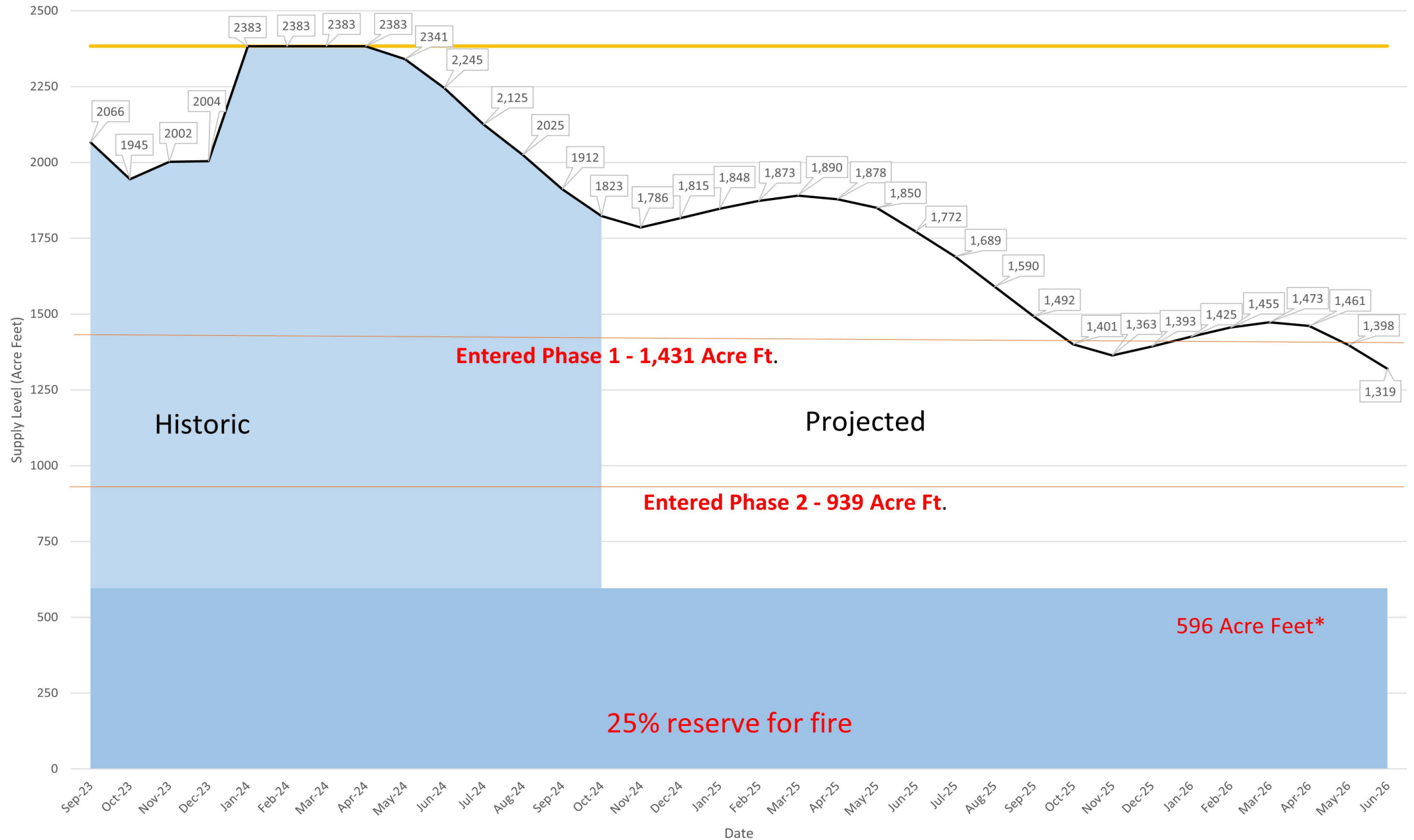
City of Napa Water Delivery: RPS producing an average of 0.54 MG/day during October 2024.

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

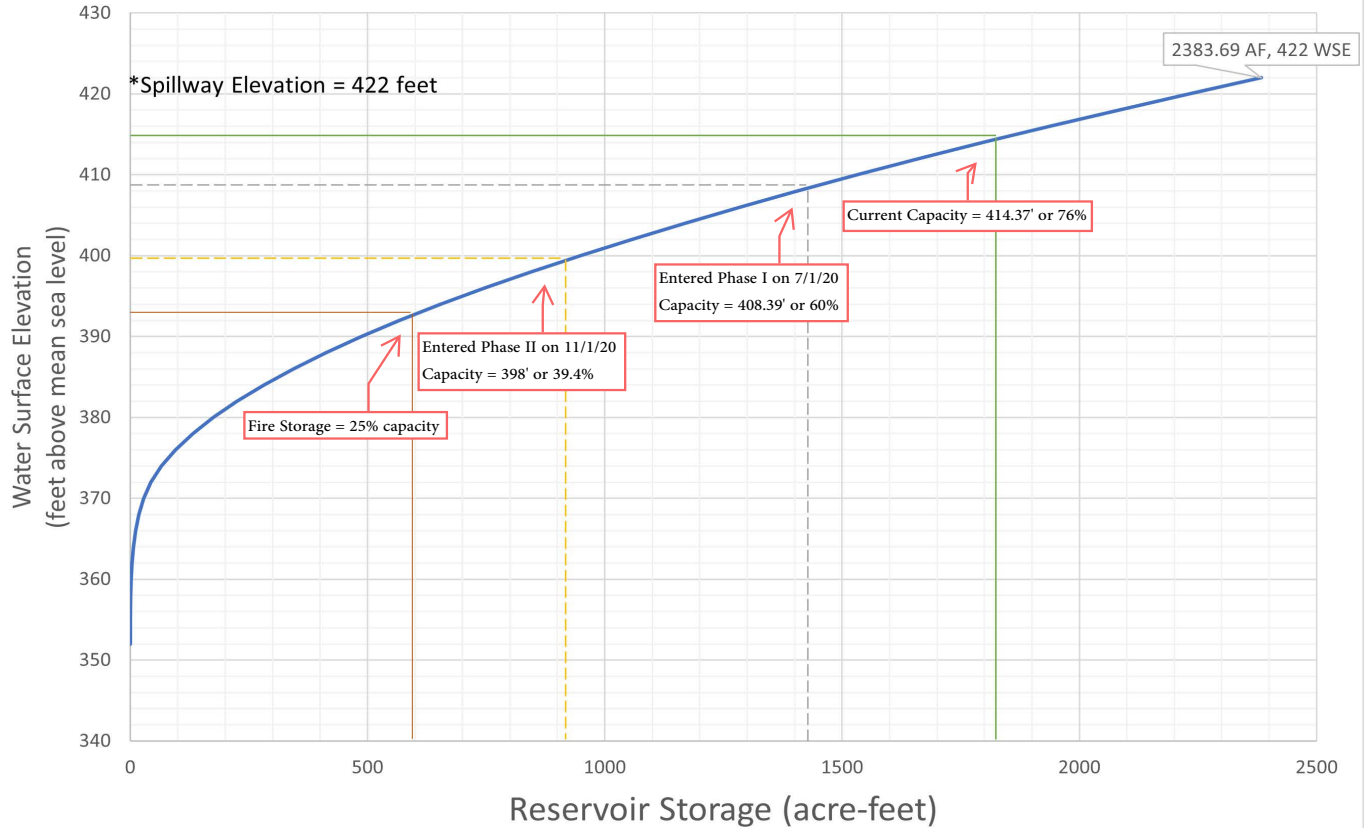
Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast

Assumes: (1) Highest usage during non-drought year (FY2019/20)
 (2) 10" of Rainfall (Lowest Recorded)



Bell Canyon Reservoir Stage-Storage Relationship





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	December 10, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Adoption of a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2023-24 and a resolution certifying of 6.67% Equivalent Fund expenditures for Fiscal Year 2023-24 under Measure T Program.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolutions.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to certify the Measure T Maintenance of Effort (MOE) for Fiscal Year 2023-24 and the 6.67% Equivalent Fund expenditures for Fiscal Year 2023-24 under the regulations of the Measure T Program.
FINANCIAL IMPACT:	None.

BACKGROUND:

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

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

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

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

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

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

DISCUSSION:

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

For the Fiscal Year 2024-23, the City's MOE of \$379,189 was met with expenses to Streets Capital Projects R18-0081 Downtown Sidewalk Improvements, R22-0079 Pavement Restoration, and R23-0079 Pavement Restoration.

Maintenance of Effort expenses are as follows:

Measure T MOE Certification		
Project	Description	FY 2023/24
R18-0081	Downtown Sidewalk Improvements	48,204
R22-0079	Pavement Restoration	164,274
R23-0079	Pavement Restoration	166,711
Total		\$379,189

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

Class I Bicycle Facilities Expenditures Certification		
Fiscal Year	Funding Source	Amount
2023-24	General Fund	\$100,000

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

[Resolution FY24 Measure T MOE Certification](#)

[MOE Certification Form FY24](#)

[Resolution Measure T Certification of Equivalent Fund Expenditures](#)

[Exhibit A - List of Equivalent Funds for Class I Trails](#)

CITY OF ST. HELENA

RESOLUTION No. 2024-

Adoption of a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2024 of 379,189.

RECITALS

- A. On November 6, 2012, the voters of Napa County passed the Napa Countywide Road Maintenance Act, also known as Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure T Expenditure Plan; and
- B. The Napa Valley Transportation Authority – Taxing Authority (“NVTA-TA”) is the designated agency that administers and oversees the Measure T revenues; and
- C. The City of St. Helena is an eligible recipient of Measure T funds; and
- D. The tax proceeds will be used by the City to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County (“Local Agencies”) as set forth in Measure T; and
- E. Under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure; and
- F. The City of St. Helena has entered into a Master Agreement with NVTA that outlines procedures for Measure T expenditures; and
- G. The City of St. Helena shall determine and certify to NVTA-TA the average maintenance of effort amount for Fiscal Years 2007-08, 2008-09, and 2009-10, consistent with the criteria set forth in Section 9 of Ordinance No. 2012-01, including a memorandum detailing the supporting financial documentation and methodology utilized to calculate the average fiscal year street and roads; and
- H. On February 13, 2018, the City Council adopted Resolution 2018-16, which established the average Maintenance of Effort of \$379,189; and
- I. By January 1st each calendar year, the City of St. Helena must certify to and provide NVTA-TA a copy of supporting documentation as well as a Resolution approved by the governing body of the City of St. Helena, including backup documentation that demonstrates that the Maintenance of Effort was met the prior fiscal year; and
- J. Measure T Project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

RESOLUTION

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

- 1. The Recitals set forth above are true and correct and are incorporated herein; and
- 2. The City Council hereby determines and certifies that:
 - (a) the Maintenance of Effort (“MOE”) for the City of St. Helena for Fiscal Year 2023/2024 is \$379,189, as described:

Measure T MOE Certification	
Project	FY 2023/24
R18-0081 Downtown Sidewalk Improvements	48,204
R22-0079 Pavement Restoration	164,274
R23-0079 Pavement Restoration	166,711
Total Expended	379,189

- (b) For Fiscal Year 2023/2024, the City of St. Helena met its obligation for an MOE at least \$379,189 as set forth in Resolution 2018-16; and
 - (c) The City of St. Helena will meet its MOE obligation of at least \$379,189 for Fiscal Year 2024/2025; and

- 3. This Resolution shall take effect immediately upon adoption.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2024, by the following vote:

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

City/County/Town of St. Helena
Measure T Maintenance of Effort (MOE) Certification for
Fiscal Year 2024-2023

NVTA-TA Approved MOE	<u>\$379,189.00</u>
MOE Amount Certified for FY 2024-23	<u>\$379,189.00</u>
Measure T funds Received in FY 2023-22	<u>\$1,483,952.98</u>
Measure T funds Expended in FY 2024-23	<u>\$1,638,693.00</u>
Measure T funds Balance in Account	<u>\$3,546,416.52</u>

CITY OF ST. HELENA

RESOLUTION NO. 2024-

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

RECITALS

- A. On November 6, 2012, the voters of Napa County passed the Napa Countywide Road Maintenance Act, also known as Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure T Expenditure Plan; and
- B. The Napa Valley Transportation Authority – Taxing Authority (“NVTA-TA”) is the designated agency that administers and oversees the Measure T revenues; and
- C. The City of St. Helena is an eligible recipient of Measure T funds; and
- D. The tax proceeds will be used by the City to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County (“Local Agencies”) as set forth in Measure T; and
- E. Under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure; and
- F. The City of St. Helena has entered into a Master Agreement, as amended, with NVTA that outlines procedures for Measure T expenditures; and
- G. The City of St. Helena shall determine and certify to NVTA-TA the annual spending towards qualifying Class I Bicycle Facilities, consistent with the criteria set forth in Section 3 B of Ordinance No. 2012-01, including a memorandum detailing the supporting financial documentation and the methodology utilized to calculate the total spending and funding source; and
- H. The amount set forth in Exhibit “A” will be deemed the “Equivalent Fund Spending for Class I Bicycle Facilities” of the City of St. Helena, which must be maintained annually throughout the term of the Measure from the General Fund of the City of St. Helena; and
- I. By January 31st each calendar year, the City of St. Helena must certify to and provide NVTA-TA a copy of supporting documentation as well as a Resolution approved by the governing body of the City of St. Helena, including backup documentation, demonstrating that the Equivalent Fund Class I Bicycle Facilities spending occurred during the prior fiscal year; and
- J. Measure T Project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 *et seq.*; as implemented through California Regulations Title 14, Chapter 3, Sections 15000 *et seq.*).

RESOLUTION

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

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

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2024, by the following vote:

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

APPROVED:

ATTEST:

Paul Dohring, Mayor

Cindy Tzafopoulos, City Clerk

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

Fiscal Year	Funding Source	Amount
2018-19	General Fund - Transferred to Fund 241	80,400
2018-19	General Fund - Resolution 2019-116 for Vine Trail	19,250
2019-20	General Fund Transferred to Fund 241	85,000
2020-21	General Fund Transferred to Fund 241	31,000
2021-22	General Fund Transferred to Fund 241	85,000
2022-23	General Fund - Resolution 2023-10 for Vine Trail	15,403
2022-23	General Fund Transferred to Fund 241	85,000
2023-24	General Fund Transferred to Fund 241	100,000
Total Class I Trails Contributuions		501,053



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	December 10, 2024
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Approval of a Resolution Authorizing execution of a Professional Services Agreement with Haley & Aldrich for Owner's Representative Services for Capital Improvement Project (CIP) W25-02 Water Treatment Plant Transmission Main Replacement Project for a not to exceed cost of \$37,073.
RECOMMENDED ACTION:	Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement for Owner's Representative Services with Haley & Aldrich for the Water Treatment Plant Transmission Main Replacement (W25-02) for a total not-to-exceed \$37,073.
PREVIOUS COUNCIL ACTION:	This project and budget were approved with the adopted 5-year CIP.
STATEMENT OF THE PURPOSE:	Approval of Professional Services Agreement for Owner's Representative Services for CIP Project W25-02 Water Treatment Plant Transmission Main Replacement.
FINANCIAL IMPACT:	The fiscal impact of this agreement is estimated at a not-to-exceed amount of \$37,073, which will be allocated from the design budget from CIP project of W25-02. The Adopted FY 2024-25 CIP includes \$1,000,000 for design in FY25, funded through Water Revenue Bonds.

BACKGROUND:

The transmission main replacement project is critical to ensuring the long-term reliability of water delivery infrastructure. The proposed services will establish a foundation for selecting the best design approach while adhering to the project's timeline and budget.

DISCUSSION:

The purpose of this agenda item is for City Council to authorize Haley & Aldrich, Inc. to provide Owner's Representative services for CIP project W25-02, Water Treatment Plant Transmission Main Replacement. This project is a key initiative to improve the city's water delivery infrastructure, ensuring long-term reliability and sustainability. It will replace 16,300 lineal feet of 14-inch, 18-inch, & 24-inch pipeline per 2021 Integrated Utility Master Plan.

The Owner's Representative will play a critical role in managing the initial phases of the project, which include overseeing the selection of a qualified engineering design firm

and ensuring the project remains on schedule and within budget. The scope of services, which falls under the approved design budget, includes project management, preparation of an RFP, evaluation of design proposals, and assistance with a contract execution.

It is important to note that these services exclude project design and engineering tasks, which will be conducted by the selected firm as part of the subsequent phases of the project.

ENVIRONMENTAL REVIEW: The scope of recommended services are not subject to CEQA.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

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

Goal 5: Enhance Quality of Life

Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[W24-02 CIP Project Sheet](#)

[Resolution - Haley & Aldrich W24-02](#)

[Haley & Aldrich W25-02 Agreement](#)

Water Treatment Plant Transmission Main Replacement

Project No: W25-02
Category: Water
Project Location: Citywide
Responsible Department: Public Works

PROJECT PURPOSE & DESCRIPTION: Replace 16,300 lineal feet of 14-inch, 18-inch & 24-inch pipeline per 2021 Integrated Utility Master Plan.

NOTES: FY24 - Per Integrated Utility Master Plan, Appendix B, Project PWTM-2, replace the pipeline from the inline booster station downstream from Tank 1 to tee near 589 Pratt Avenue.

FY25 - seeking proposals for design/build procurement model; revised funding/delivery schedule for construction FY26; escalated costs per Rate Study.

EXPENDITURE ACCOUNTS: Fund: 763 Dept: 5030

EXPENDITURES								PROJECT TOTAL
	Total as of 06/30/24	Rollover to FY25	2024-25	2025-26	2026-27	2027-28	2028-29	
3110 - Design			1,000,000					1,000,000
3150 - Construction Management			700,000	300,000				1,000,000
3160 - Construction Contract				6,450,000				6,450,000
3170 - Contingency				650,084				650,084
EXPENDITURE TOTALS			1,700,000	7,400,084				9,100,084
FUNDING SOURCES								
763-Water Capital Improvement - Bond			1,700,000	7,400,084				9,100,084
FUNDING TOTALS			1,700,000	7,400,084				9,100,084

CITY OF ST. HELENA**RESOLUTION NO: 2024-**

A Resolution of the City of St. Helena City Council Authorizing the City Manager to execute a Professional Services Agreement for Owner's Representative Services with Haley & Aldrich, Inc. for the Water Treatment Plant Transmission Main Replacement (W25-02) for a total not-to-exceed \$37,073.

RECITALS

- A. The City Council recognizes the critical importance of maintaining and improving the city's water delivery infrastructure to ensure long-term reliability and sustainability; and
- B. The City of St. Helena is committed to ensuring the integrity and longevity of its water infrastructure to support safe and reliable water services; and
- C. Included in the approved 5-Year CIP Program is the W25-02 project for the Water Treatment Plant Transmission Main Replacement to replace 16,300 lineal feet of pipeline per the 2021 Integrated Utility Master Plan.
- D. Haley & Aldrich, Inc. has been selected to provide Owner's Representative services, which include project management, preparation of a Request for Proposals (RFP), evaluation of design proposals, and assistance with contract execution, to ensure the project remains on schedule and within budget.

RESOLUTION

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

- 1. The above recitals are true and correct and are incorporated herein by this reference.
- 2. Authorizes the City Manager to enter into a Professional Services Agreement with Haley & Aldrich, Inc. to provide Owner's Representative services needed for CIP Project W25-02 Water Treatment Plant Transmission Main Replacement for a total not-to-exceed \$37,073.
- 3. Funding is as follows:

Funding Details	Fund	GL Account	Amount
Previously approved funding in Capital Improvement Program (Fund 763) Utilizing Water Revenue Bonds	Water Capital Fund	763-5030-3110	37,073
Total			37,073

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2024,
by the following vote:

Mayor Dohring:	_____
Vice Mayor Hall:	_____
Council Member Chouteau:	_____
Council Member Kenealy:	_____
Council Member Summers:	_____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
Water Treatment Plant Transmission Main Replacement W25-02**

This Agreement is made and entered into as of December 10, 2024 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Haley & Aldrich, Inc. a Delaware Corporation with its principal place of business at 785 Ygnacio Valley Road, Walnut Creek, CA 94596 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. City is a public agency of the State of California and of needs professional services for the following project:

Water Treatment Plant Transmission Main Replacement Project CIP W25-02

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$37,073.00. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **Term of Performance**

The term of this Agreement shall be from **December 10, 2024 – December 10, 2025** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder according to the schedule established in the Scope of Work Exhibit A. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled to the extent caused by and resulting from Consultant's

negligence, recklessness, or willful misconduct in its performance of the services or operations under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" include the services set forth in Section 12 (Indemnification) subsection c below. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's obligation to reimburse defense costs in accordance with Art. 12 (Indemnification) subsection b below.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of

any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City

and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner

arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8) or "Professional Services" (as that term is defined in Section 12.c. below), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, and which the parties intend to extend to "Professional Services" as defined in Section 12.c. below, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

c. Definition of Professional Services.

As used herein, "Professional Services" means those services that (1) Consultant is qualified to perform, and (2) are performed for others in Consultant's capacity as an architect, engineer, land surveyor, landscape architect, scientist, technical consultant or Construction Manager, including such services when performed on projects seeking LEED certification and/or utilizing Building Information Modeling (BIM).

Professional Services shall not include (1) facilities operation services; or (2) maintenance operation services.

Professional Services also includes ordinary technology services provided for others in the course of Professional Services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any software, database, internet service, or website.

13. 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"). Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since 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. Since 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures. Notwithstanding the foregoing, Consultant will be responsible only for its activity and that of its employees and subcontractors at the job site. Neither the professional activities of Consultant nor the presence of Consultant at a work site, shall relieve City or its contractor(s) of their obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing the contractor’s work in accordance with the contract documents and any health and safety requirements of City and regulatory agencies. Consultant and its personnel have no authority to exercise authority or control over City, its contractor(s) or their employees or subcontractors in connection with their work or any health and safety programs or procedures; however, Consultant reserves the right (but not the obligation) to report to City any unsafe condition observed at the site without altering the foregoing.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Napa.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant for services performed prior to termination, plus reimbursable expenses incurred up to the date of termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the value of such services, based on Consultant's rates, as specified in Exhibit A, plus reimbursable expenses incurred prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Any use or reuse by City of the Consultant Work Product on any project other than this Project without employing the services of Consultant and/or unauthorized use of, or reliance upon, Consultant's Work Product by any other party, or for any other project or purpose, except and unless Consultant provides prior written authorization, shall be at City's own risk and without any liability or legal exposure to Consultant. If City uses or reuses the Consultant Work Product on any project other than this Project, it shall remove the Consultant's seal from the Consultant's Work Product and hold harmless Consultant and its officers, directors, agents

and employees from claims arising out of such use or re-use of the Project Documents on such other project.

c. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project are the property of the City.

d. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign a project manager prior to contract execution. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of St. Helena

1088 College Avenue

St. Helena, CA 94574

Attn: Joseph Leach, PE

Director of Public Works/City Engineer

CONSULTANT:

Haley & Aldrich, Inc

785 Ygnacio Valley Road

Walnut Creek, CA 94596

Attn: Scott Alman, PE, QSD

and shall be effective upon receipt thereof.

23. Third Party Rights

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Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND HALEY & ALDRICH, INC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ST. HELENA

HALEY & ALDRICH, INC.

By: _____
Anil Comelo
City Manager

By: _____
Scott Alman, PE, QSD
Principal

ATTEST:

By: _____
Cindy Tzaopoulos, City Clerk

Approved as to Form:

By: _____
Ethan Walsh. City Attorney

EXHIBIT A

Scope of Services



HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

July 31, 2024

Mr. Joseph Leach, PE, Director
Ms. Lesley Milton, Assistant Director-Operations
City of St. Helena
Public Works Department
1572 Railroad Avenue
St. Helena, CA 94574

Subject: Proposal for a Contract in the amount of \$37,073 to provide professional engineering services on a time and materials, not-to-exceed, basis to oversee the selection process of a qualified engineering design firm to provide professional engineering services and prepare design, bid, and construction documents for CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement.

Dear Joe, and Lesley,

Haley & Aldrich (H&A) submits this proposal to provide professional engineering services on a time and materials, not-to-exceed, basis to oversee the selection process of a qualified engineering design firm to provide professional engineering services and prepare design, bid, and construction documents for CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement. After considerable research, deliberation, and discussions both internally and with a competent design-build underground contractor, St. Helena, determined that pursuit of a design-bid-build approach to this transmission main replacement project is the preferred alternative.

H&A proposes to provide the following as the scope of services for this initial stage of project W25-02:

- Project Management;
- Staff Report Seeking City Council Authorization to Issue the Design Request For Proposal (RFP);
- Preparation of the Design RFP;
- Receive and Evaluate Design Firm Proposals;
- Interviews with Design Firm Proposers (if necessary);
- Staff Report Seeking City Council Contract award to the Successful Design Firm; and
- Preparation and Execution of the Contract with the Successful Design Firm.

H&A understands that additional owner representative tasks for this project may be assigned in the future based on project need and progress. Research into construction methods to accomplish this project and what those options entail shows that the first step in determining which replacement approach is best overall, or which options are best for specific areas and lengths of the project, depends heavily on the rights-of-way and easements that the existing pipeline occupies and whether there is additional room adjacent to the existing line that can be utilized in the replacement process. The RFP will address the multiple construction options available to the project and require that the successful proposer address these options as a part of their design process. Some of the replacement techniques that need to be explored are:

www.haleyaldrich.com



HALEY & ALDRICH, INC.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

- Pipe splitting and pulling replacement pipe through the existing split pipe;
- Horizontal bore of parallel pipeline;
- Cut & Cover Installation of replacement pipeline (remove & replace or parallel);
- Combinations of approaches.

Scope items included in the RFP scope of service will include, but not be limited to:

- Determine existing rights-of-way and easements for the current pipeline alignment;
- Determine requirements and design pump-around solution(s) for lengths of existing pipeline that will be taken out of service during construction;
- Determine lengths of existing pipeline that will be taken out of service during construction and the logical locations for connection points of the pump-around system(s);
- Determine the best and most cost-effective solutions for replacing the existing pipeline based on constraints of differing sections of the pipeline;
- Determine if a new pipeline alignment could be a feasible and cost-effective solution;

H&A's estimated time and materials, not-to-exceed, budget to oversee the selection process of a qualified engineering design firm to provide professional engineering services and prepare design, bid, and construction documents for CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement is shown in the table below.

Project Management	\$1,629.00
Staff Report Seeking City Council Authorization to Issue the Design RFP	\$4,136.00
Preparation of the Design RFP	\$8,960.00
Receive and Evaluate Design Firm Proposals	\$7,890.00
Interviews with Design Firm Proposers (if necessary)	\$8,260.00
Staff Report Seeking City Council Contract award to the Successful Design Firm	\$4,140.00
Preparation and Execution of the Contract with the Successful Design Firm	\$2,070.00
Total:	\$37,073.00

We will prepare the staff report authorizing issuance of the design RFP as well as prepare the RFP upon receipt of a fully executed contract and notice to proceed (NTP) from the city. Preparation of the RFP and staff report should be completed for city review within fifteen (15) working days from issuance of the NTP.

Based on my conversation with Joe on Monday, July 29th, I trust that this project approach and proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

Thank you, Joe, and Lesley.

Scott Alman, P.E.
Senior Principal Engineer

www.haleyaldrich.com



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	December 10, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration and adoption of a Resolution authorizing Amendment #2 to STH Contract FY2023-050 with Kosmont Companies for continued real estate advisory and asset management consulting support, including services related to the sale of surplus city properties on Main Street and Railroad Avenue, for an additional \$50,000 for a total contract amount not to exceed \$125,000.
RECOMMENDED ACTION:	Staff recommends the City Council adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	On September 12, 2023, the City Council approved PSA Amendment #1 to this agreement.
STATEMENT OF THE PURPOSE:	To amend the existing Professional Services Agreement with Kosmont Companies to increase funding by \$50,000 allowing professional consulting support in real property negotiations related to the sale of surplus properties.
FINANCIAL IMPACT:	The Financial Impact of the PSA amendment is \$50,000, bringing the total contract amount not to exceed \$125,000. This will be funded using previously authorized General Fund monies budgeted under account 101-41-00-21-45.

BACKGROUND:

On May 11, 2023 the City entered into a PSA with Kosmont Companies (Attachment B) for real estate strategies and asset management advisory services for a not to exceed cost of \$25,000. The original scope of services included the following:

- Provide support to the City with the SLA process
- Assist with preparation of RFQ/P for selected sites
- Conduct community engagement
- Provide support at City Council meeting(s) related to real estate advice

The City began the SLA process with Kosmont but due to the time intensive nature of this process, the City needed to augment the contract for \$50,000 in September 2023 which the City Council approved as PSA #1. The City has now completed the SLA process and has begun the RFQ process which will carry over into 2025 but expended the budget for PSA Amendment #1 and therefore staff desires to enter into PSA Amendment #2 as described in more detail below.

DISCUSSION:

The Scope of Services included in this PSA amendment is outlined in Attachment C and is also summarized below:

Tasks:

- 1) Kosmont has prepared an RFQ/P for distribution on October 2, 2024, due on November 12, 2024. Kosmont is assisting City with management of developer responses and will collaborate with City on shaping potential projects on the Properties.
- 2) Kosmont will assist City in evaluating financial feasibility and fiscal impact of development proposals and in assisting with public private project agreements, including community benefits related to the Properties.
- 3) Kosmont will prepare cost/benefit analysis of various asset strategy / economic development tool options, such as Public Private Partnerships, Development Agreement, Land Sale/Lease, Tax Increment Financing, as appropriate.

Kosmont's assistance with the sale and redevelopment of the two city owned properties is a critical task in the months ahead as the City looks for new sources of revenue.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

Goal 1: Strengthen Financial Sustainability

DOCUMENTS ATTACHMENTS:

[Attachment A Draft Resolution Kosmont PSA amendment #2](#)

[Attachment B STH-Contract-FY2023-050](#)

[Attachment C Kosmont PSA Amendment 2 Final](#)

CITY OF ST. HELENA

RESOLUTION NO 2024-

**AMENDMENT #2 FOR PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT COMPANIES
FOR ADDITIONAL TASKS RELATED TO REAL ESTATE STRATEGIES AND ASSET
MANAGEMENT ADVISORY SERVICES FOR AN ADDITIONAL \$50,000 FOR A TOTAL NOT-TO-
EXCEED CONTRACT AMOUNT OF \$125,000.**

RECITALS

- A. On May 11, 2023 the city entered into an agreement with Kosmont Companies for real estate strategies and asset management advisory services for a not to exceed cost of \$25,000; and
- B. Kosmont Companies has assisted the City with the completion of the Surplus Lands Act (SLA) process for two city owned properties and is currently assisting the City to complete the RFQ process in order to select a qualified developer to purchase the assets; and
- C. The City has completed key milestones as part of the SLA process yet expended the budget from PSA amendment #1 and in order to have Kosmont Companies continue as an advisor to assist in real property negotiations to maximize the revenue potential to the City, a budget amendment is necessary; and
- D. The City also needs continued assistance with development of real estate strategies and asset management advisory services including economic development tools and potential public private partnership / transaction analysis, negotiation assistance and community benefits, so that the Council and the Community can make the best decision regarding future city properties and uses; and
- E. The City of St. Helena and Kosmont Companies now desire to amend the Agreement for an additional \$50,000 for a total not-to-exceed contract amount of \$125,000 and add additional scope of services.

RESOLUTION

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

- 1. The City Council hereby authorizes the City Manager to execute Amendment No. 2 to STH Contract FY2023-050_ with Kosmont Companies in the amount of \$50,000 for a total contract amount not-to-exceed \$125,000.

Approved at a Regular Meeting of the St. Helena City Council on December 10, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Councilmember Chouteau: _____
Councilmember Kenealy: _____
Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor _____
Cindy Tzafoopoulos, City Clerk

STH-CONTRACT-FY2023-050

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on May 11, 2023 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Kosmont & Associates, Inc. dba Kosmont Companies (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as real estate advisory services as noted in Exhibit A attached.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$25,000 unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all

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costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section. The provisions of this section shall survive the expiration or earlier termination of this Agreement for a period not to exceed four (4) years.

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

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electd 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

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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. City acknowledges, however, that certain models and documents prepared by Consultant for a report or other work product to City may include licensed computer software, proprietary third party data (such as IMPLAN models, or Co-Star data), or a Kosmont-owned trademark (e.g. "HEED"), for which Consultant cannot confer permanent ownership interest to the City.

C.

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

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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

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts,

accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Kosmont Companies
 1601 N. Sepulveda Boulevard #382
 Manhattan Beach, CA 90266

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.

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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.

Page 12 of 13

[Kosmont PSA, May 11-2023]

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

Consultant:

By: 
Name: Ken K. Hira
Title: President

City:

By: 
Name: Anil Comelo
Title: City Manager

Approved as to Form:

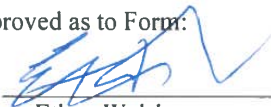
By: 
Name: Ethan Walsh
Title: City Attorney

EXHIBIT A

I. BACKGROUND AND OBJECTIVE

Client has expressed interest in obtaining assistance from Kosmont to advise City on real estate disposition options and procedures associated with the State Surplus Land Act ("SLA") and evaluate community support for new development on City property.

Kosmont proposes the following scope of services accordingly.

II. SCOPE OF SERVICES

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject by. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

Kosmont will provide the City with services / tasks on "as needed" basis in the following areas, subject to budget limitations:

- i Provide support to the City with the SLA process
- i Assist with preparation of RFQ/P for selected sites
- i Conduct community engagement
- i Provide support at City Council meeting(s) related to real estate advice

These services / tasks are based on initial activities and do not contemplate completion of such activities, which can be lengthier in nature. Consultant and Client will decide on virtual versus in person meetings (e.g., kickoff, community engagement, City Council).

FUTURE TASKS

Kosmont can provide continued real estate advisory services as appropriate, which may include disposition of one or more sites as directed by City Council.

To the extent that City requests assistance in selecting a preferred developer to go forward with a transaction, Kosmont will provide real estate brokerage services, through its affiliate Kosmont Realty ("KR"). Pursuant to California Department of Real Estate (DRE) licensing requirements, this would be in connection with the actual disposition of a property including: structuring and negotiation of sale / lease agreement documentation; coordination of escrow, title, and/or other transaction based activities as may be required to close the transaction (as mutually agreed upon between KR and Client). An Exclusive Authorization to Sell / Lease and Commission Schedule for Future Task will need to be negotiated between KR and Client, if Council moves forward with a transaction.

III. SCHEDULE AND REQUIRED DATA

Kosmont is prepared to commence work upon receipt of executed Agreement.

IV. COMPENSATION

Compensation is not to exceed fee of \$25,000 for professional services (hourly) fees and expenses as shown on Attachment A.

All future tasks / future increases in budget will require approval by City in advance. The budget may be increased by Client at any time.

Consultant's attendance or participation at any **publicly noticed** meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*), as requested by Client will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

- i Fill in the "**Make a Payment**" form when you go to the link (<https://kosmont.paidyet.com>), or
- ii Call Kosmont Companies' accounting desk (Ms. Reny Sultan; (424) 297-1072) to make a credit card payment

Consultant is prepared to commence work upon receipt of executed Agreement.

DISCLOSURE: Compensation for possible transaction-based services

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty ("KR") is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property

sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value ("BOV") services on a fixed fee basis.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Financial Services (KFS). KFS is an independent Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

AMENDMENT #2

TO PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT COMPANIES; STH CONTRACT NO: 2023-050 FOR REAL ESTATE ADVISORY SERVICES FOR AN ADDITIONAL \$50,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$125,000

This Second Amendment to Professional Services Agreement STH Contract: 2023-050 dated May 11, 2023 ("Agreement") is made as of this 10th day of December, 2024 by and between the City of St. Helena, a municipal corporation ("City"), and Kosmont Companies. ("Consultant").

RECITALS

- A. On May 11, 2023 the city entered into an agreement with Kosmont Companies for real estate strategies and asset management advisory services for a not to exceed cost of \$25,000; and
- B. Kosmont Companies has assisted the City with the completion of the Surplus Lands Act (SLA) process for two city owned properties and is currently assisting the City to complete the RFQ process in order to select a qualified developer to purchase the assets; and
- C. The City has completed key milestones as part of the SLA process yet expended the budget from PSA amendment #1 and in order to have Kosmont Companies continue as an advisor to assist in real property negotiations to maximize the revenue potential to the City, a budget amendment is necessary; and
- D. The City also needs continued assistance with development of real estate strategies and asset management advisory services including economic development tools and potential public private partnership / transaction analysis, negotiation assistance and community benefits, so that the Council and the Community can make the best decision regarding future city properties and uses; and
- E. The City of St. Helena and Kosmont now desire to amend the Agreement for an additional \$50,000 and add additional scope of services.(Exhibit A-1)

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 4A. Compensation and Method of Payment, is amended to read as follows:
"Total compensation shall not exceed \$125,000..."
- 2. Scope of Services. The Scope of Services attached to the Agreement as Exhibit A, is amended to include the additional scope of services attached to this Amendment as Exhibit A-1.

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

Page 1 of 4

2nd Amendment to Professional Services Agreement
Consultant: Kosmont Companies

Entered as of the day and year first above stated.

CONSULTANT: *Signatures of Authorized Persons:*

By: _____

Print Name: Ken K. Hira_____

Title: _President_____

CITY OF ST. HELENA
a Municipal Corporation

By:_____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk

Attachments:

Exhibit A-1, “ Scope of Services”

EXHIBIT A-1 – SCOPE OF SERVICES & COMPENSATION

The City has identified significant infrastructure and capital improvement priorities such as vehicle circulation, civic uses and workforce housing that could exceed \$40 million. Kosmont has participated in City Council member meetings regarding capital needs, potential funding sources and opportunity sites including City owned properties and implementation of the related Surplus Land Act (“SLA”) process for the properties located at 1572 & 1574 Railroad Ave and 1480 Main Street (collectively, “Properties”). HCD issued a compliance letter for the Properties on August 6, 2024.

City is seeing developer interest in workforce housing and commercial / hospitality development on the Properties. Accordingly, the City desires Kosmont to further assist with real estate strategies and asset management advisory services including developer Request for Qualifications / Proposals (RFQ/P) , economic development tools and potential public private partnership / transaction analysis, negotiation assistance and community benefits.

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a “designated” position.

Tasks:

1. Kosmont has prepared an RFQ/P for distribution on October 2, 2024, due on November 12, 2024. Kosmont is assisting City with management of developer responses and will collaborate with City on shaping potential projects on the Properties.
2. Kosmont will assist City in evaluating financial feasibility and fiscal impact of development proposals and in assisting with public private project agreements, including community benefits related to the Properties.
3. Kosmont will prepare cost/benefit analysis of various asset strategy / economic development tool options, such as Public Private Partnerships, Development Agreement, Land Sale/Lease, Tax Increment Financing, as appropriate.

Kosmont will perform as needed real estate and asset management advisory services as mutually agreed upon between the City and Consultant.

Schedule:

Kosmont is prepared to commence work upon receipt of the executed amendment.

Page 3 of 4

2nd Amendment to Professional Services Agreement
Consultant: Kosmont Companies

Compensation:

Compensation for the above tasks is estimated at an additional \$50,000 for professional services (hourly) fees at Consultant's billing, as included below. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

Consultant anticipates two consolidated rounds of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Consultant's attendance or participation at any **publicly noticed** meeting, whether such participation is in person, digital, video and/or telephonic (*e.g., City Council, Planning Commission, Public Agency Board, other*), as requested by Client is in addition to compensation for tasks 1 through 4 and will be billed at the professional services (hourly) fees as set forth below.

Services will be invoiced monthly at Consultant's standard billing rates, as set forth below. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.



Kosmont Companies 2025 Public Agency Fee Schedule

Professional Services

Chairman & CEO	\$525.00/hour
President	\$425.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	\$395.00/hour
Vice President/Project Advisor	\$295.00/hour
Senior Project Analyst	\$205.00/hour
Project Analyst/Project Research	\$195.00/hour
Assistant Project Analyst/Assistant Project Manager	\$165.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 80.00/hour

Additional Expenses

In addition to professional services (labor fees):

- 1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
- 4) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2025.

Mailing Address: 1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266

Kosmont Companies
(424) 297-1070
www.kosmont.com

Physical Address: 2301 Rosecrans Ave, Ste. 4140
El Segundo, CA 90245



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	December 10, 2024
FROM:	Cindy Tzaopoulos, City Clerk
SUBJECT:	Consideration and proposed approval of a Resolution accepting the certification of the vote for the November 5, 2024 St. Helena General Municipal Election
RECOMMENDED ACTION:	Adopt the resolution accepting the certification of the vote for Mayor and Council Members.
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	To certify the election.
FINANCIAL IMPACT:	The adopted budget includes \$60,000 for Election Expenses. The actual costs for the consolidation of the election are not known at this time.

BACKGROUND:

The City Council adopted a Resolution on June 25, 2024 calling and giving notice of a General Municipal Election to be held on November 5, 2024.

DISCUSSION:

A General Municipal Election was held and conducted in the City of St. Helena, on Tuesday, November 5, 2024, as required by law. Two Mayoral candidates included Paul Dohring and Billy Summers; three Council Member candidates included Aaron Barak, Michelle Deasy and Hector Maroquin.

On December 3, 2024, the Napa County Registrar of Voters canvassed the vote and certified the final count, the results are attached as "Exhibit A". Michelle Deasy and Aaron Barak were successful in their bids for a four-year term; Paul Dohring was successful in his bid for Mayor for a two year-term.

A majority of voters voting on Measures A1, A2 and B did not vote in favor thereof, the Measures were not carried, and it shall not be deemed adopted and ratified.

Elections Code 10263 provides that upon completion of the canvass and before installing the new officers, the governing body shall adopt a resolution reciting the fact of the election of other matters that are enumerated in Election Code 10264 as follows:

As soon as the result of the election is declared, the elections official of the governing body shall enter on its records a statement of the result:

The statement shall show:

1. The whole number of votes/ballots cast in the City; and
2. The names of the persons voted for; and
3. The measures voted upon; and
4. For what office each person was voted; and
5. The number of votes cast in the City for each person, and for and against the measures.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution Certifying and Declaring Election Results - Nov. 5, 2024
General Municipal Election
Exhibit A - Elections Final Certified Report](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ST. HELENA RECITING THE FACT OF THE GENERAL
MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024;
DECLARING THE RESULTS AND SUCH OTHER
MATTERS AS PROVIDED BY LAW.**

WHEREAS, a General Municipal Election was held and conducted in the City of St. Helena, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in the time, form and manner as provided by law; voting precincts were properly established; election officers were appointed, and in all respects the elections were held and conducted and the votes were cast, received and canvassed and the returns made and declared in the time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Election Department canvassed the returns of the election and has certified the results to this City Council; the results are received, attached, and made a part hereof as Exhibit A.

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

Section 1. That the whole number of ballots cast in the precincts including vote-by-mail ballots and provisional ballots are detailed in the Official Canvass attached as Exhibit A.

Section 2. That the names of the persons voted for in the election for Mayor were as follows:

Paul Dohring

Billy Summers

Section 3. That the names of the persons voted for in the election for Member of City Council were as follows:

Michelle Deasy

Aaron Barak

Hector Marroquin

Section 4. That the following local Measures voted upon at the election are as follows:

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Measure A1

"To enhance local control over funding essential City services and generate funds that must stay local, shall the City of St. Helena Charter be adopted to establish St. Helena as a charter city with the ability to adopt local funding measures subject to voter approval, such as an increased real property transfer tax that could fund needed infrastructure improvements and public safety services throughout the City?"	YES
	NO

Measure A2

"To fund essential City services including repairing local streets/potholes, downtown sidewalks/infrastructure, maintaining emergency/fire response/evacuation routes, for general government use, shall St. Helena adopt a measure establishing a graduated real property transfer tax ranging from 1.5% - 3% of purchase price on sales over \$1,000,000 to be paid only by property buyers/sellers generating approximately \$5,300,000 annually until ended by voters, all funds staying in St. Helena/cannot be taken by the state, be adopted?"	YES
	NO

Measure B

"Shall a measure to amend the St. Helena General Plan 2040, the St. Helena Zoning Map, and the St. Helena Municipal Code to create a Winery and Planned Agritourism Overlay to allow resort hotel development on certain large winery property within the City, be adopted?"	YES
	NO

Section 5. That the number of votes cast in the City, and the number of votes cast in the City for each of the persons above-named for the respective offices for which the persons were candidates, and for and against the Measures, are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

Section 6. The City Council does declare and determine that as a result of the election:

- 1) Paul Dohring was elected as Mayor for the full term of two years; and
- 2) Michelle Deasy and Aaron Barak were elected as Members of the City Council for the full term of four years; and
- 5) A majority of voters voting on Measures A1, A2 and B did not vote in favor thereof, the Measures were not carried, and it shall not be deemed adopted and ratified.

Page 3

Section 7. The City Clerk shall enter on the records of the City of St. Helena, a statement of result of the election, showing:

- 1) The whole number of votes/ballots cast in the City; and
- 2) The names of the persons voted for; and
- 3) The measures voted upon; and
- 4) For what office each person was voted; and
- 5) The number of votes cast in the City for each person, and for and against the measures.

Section 8. The City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

Section 9. Compliance with California Environmental Quality Act. The City Council finds that this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Resolution is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Section 10. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 11. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

Section 12. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED and ADOPTED this 10th day of December, 2024.

Page 4

APPROVED:

Paul Jamison Dohring, Mayor

I, Cindy Tzafoopoulos, City Clerk of the City of St. Helena, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 10th day of December, 2024, by the following vote:

Mayor Dohring: _____

Vice Mayor Hall: _____

Council Member Chouteau: _____

Council Member Summers: _____

Council Member Kenealy: _____

ATTEST: _____
Cindy Tzafoopoulos, City Clerk



STATEMENT OF VOTES CAST

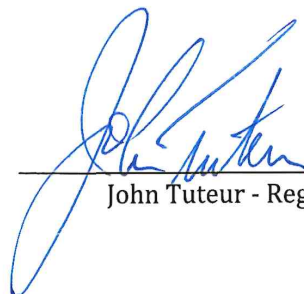
November 5, 2024 – General Election

CANVASS AND STATEMENT OF VOTE

I hereby certify that on December 3, 2024, the official canvass was completed for the General Election held on November 5, 2024, in Napa County. The total number of votes cast in the respective precincts is attached and the totals as shown are true and correct.

In witness whereof, I have hereunto set my hand and affixed my seal this 3rd day of December, 2024.

Seal Affixed



John Tuteur - Registrar of Voter

Napa County Statement of Votes Cast November 5, 2024 General Election

City of St. Helena Measure A1 (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	YES	NO
3720660	802	640	79.80%	599	271	328
3720661	533	471	88.37%	445	199	246
3720662	687	600	87.34%	564	227	337
3720663	683	571	83.60%	522	192	330
3720664	505	389	77.03%	356	153	203
3720665	281	252	89.68%	233	149	84
Countywide Total	3,491	2,923	83.73%	2,719	1,191	1,528
4th Congressional District	3,491	2,923	83.73%	2,719	1,191	1,528
4th Assembly District	3,491	2,923	83.73%	2,719	1,191	1,528
3rd Senate District	3,491	2,923	83.73%	2,719	1,191	1,528
2nd Dist, Board of Equalization	3,491	2,923	83.73%	2,719	1,191	1,528
3rd Supervisor District	3,491	2,923	83.73%	2,719	1,191	1,528
City of St Helena	3,491	2,923	83.73%	2,719	1,191	1,528

City of St. Helena Measure A2 (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	YES	NO
3720660	802	640	79.80%	605	260	345
3720661	533	471	88.37%	451	184	267
3720662	687	600	87.34%	563	189	374
3720663	683	571	83.60%	527	175	352
3720664	505	389	77.03%	357	154	203
3720665	281	252	89.68%	238	161	77
Countywide Total	3,491	2,923	83.73%	2,741	1,123	1,618
4th Congressional District	3,491	2,923	83.73%	2,741	1,123	1,618
4th Assembly District	3,491	2,923	83.73%	2,741	1,123	1,618
3rd Senate District	3,491	2,923	83.73%	2,741	1,123	1,618
2nd Dist, Board of Equalization	3,491	2,923	83.73%	2,741	1,123	1,618
3rd Supervisor District	3,491	2,923	83.73%	2,741	1,123	1,618
City of St Helena	3,491	2,923	83.73%	2,741	1,123	1,618

Napa County Statement of Votes Cast November 5, 2024 General Election

City of St. Helena Measure B (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	YES	NO
3720660	802	640	79.80%	612	290	322
3720661	533	471	88.37%	445	243	202
3720662	687	600	87.34%	578	310	268
3720663	683	571	83.60%	529	246	283
3720664	505	389	77.03%	365	182	183
3720665	281	252	89.68%	235	95	140
Countywide Total	3,491	2,923	83.73%	2,764	1,366	1,398
4th Congressional District	3,491	2,923	83.73%	2,764	1,366	1,398
4th Assembly District	3,491	2,923	83.73%	2,764	1,366	1,398
3rd Senate District	3,491	2,923	83.73%	2,764	1,366	1,398
2nd Dist, Board of Equalization	3,491	2,923	83.73%	2,764	1,366	1,398
3rd Supervisor District	3,491	2,923	83.73%	2,764	1,366	1,398
City of St Helena	3,491	2,923	83.73%	2,764	1,366	1,398

Napa County Statement of Votes Cast November 5, 2024 General Election

Mayor City of St Helena (Vote for 1)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	PAUL J. DOHRING	BILLY SUMMERS
3720660	802	644	80.30%	581	380	201
3720661	533	477	89.49%	433	304	129
3720662	687	601	87.48%	551	360	191
3720663	683	573	83.89%	512	379	133
3720664	505	392	77.62%	358	236	122
3720665	281	254	90.39%	227	177	50
Countywide Total	3,491	2,941	84.25%	2,662	1,836	826
4th Congressional District	3,491	2,941	84.25%	2,662	1,836	826
4th Assembly District	3,491	2,941	84.25%	2,662	1,836	826
3rd Senate District	3,491	2,941	84.25%	2,662	1,836	826
2nd Dist, Board of Equalization	3,491	2,941	84.25%	2,662	1,836	826
3rd Supervisor District	3,491	2,941	84.25%	2,662	1,836	826
City of St Helena	3,491	2,941	84.25%	2,662	1,836	826

Napa County Statement of Votes Cast November 5, 2024 General Election

City Council City of St Helena (Vote for 2)

Precinct	Registered Voters	Times Cast	Turnout	Total Votes	MICHELLE DEASY	HECTOR R. MARROQUIN	AARON BARAK
3720660	802	644	80.30%	892	338	237	317
3720661	533	477	89.49%	723	288	137	298
3720662	687	601	87.48%	872	307	226	339
3720663	683	573	83.89%	799	301	232	266
3720664	505	392	77.62%	526	188	164	174
3720665	281	254	90.39%	360	158	80	122
Countywide Total	3,491	2,941	84.25%	4,172	1,580	1,076	1,516
4th Congressional District	3,491	2,941	84.25%	4,172	1,580	1,076	1,516
4th Assembly District	3,491	2,941	84.25%	4,172	1,580	1,076	1,516
3rd Senate District	3,491	2,941	84.25%	4,172	1,580	1,076	1,516
2nd Dist, Board of Equalization	3,491	2,941	84.25%	4,172	1,580	1,076	1,516
3rd Supervisor District	3,491	2,941	84.25%	4,172	1,580	1,076	1,516
City of St Helena	3,491	2,941	84.25%	4,172	1,580	1,076	1,516

November 5, 2024 General Election
Napa County Election Division
Final Certified Results

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	Election Day	4,851	85,150	5.70%
	Vote by Mail	61,783		72.56%
	Total	66,634		78.25%

Precincts Reported: 204 of 204 (100.00%)

Voters Cast: 66,634 of 85,150 (78.25%)

President and Vice President (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

		Total	
Times Cast		66,634 / 85,150	78.25%
Candidate	Total		
KAMALA D. HARRIS / TIM WALZ	43,212		
DONALD J. TRUMP / J D VANCE	20,357		
ROBERT F. KENNEDY JR. / NICOLE SHANAHAN	979		
JILL STEIN / RUDOLPH WARE	477		
CHASE OLIVER / MIKE TER MAAT	297		
CLAUDIA DE LA CRUZ / KARINA GARCIA	227		
Total Votes	65,561		
		Total	
Peter Sonski / Lauren Onak	WRITE-IN	12	

United States Senator, Full Term (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

		Total	
Times Cast		66,634 / 85,150	78.25%
Candidate	Total		
ADAM B. SCHIFF	42,245		
STEVE GARVEY	21,986		
Total Votes	64,231		

United States Senator, Partial Term (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,634 / 85,150	78.25%
Candidate	Total	
ADAM B. SCHIFF	40,774	
STEVE GARVEY	21,531	
Total Votes	62,305	

United States Representative in Congress, District 4 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,634 / 85,150	78.25%
Candidate	Total	
MIKE THOMPSON	45,317	
JOHN MUNN	19,294	
Total Votes	64,611	

State Senator, District 3 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,634 / 85,150	78.25%
Candidate	Total	
CHRISTOPHER CABALDON	41,042	
THOM BOGUE	21,831	
Total Votes	62,873	

Member of the State Assembly, District 4 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,634 / 85,150	78.25%
Candidate	Total	
CECILIA M. AGUIAR-CURRY	43,505	
DARREN T. ELLIS	20,142	
Total Votes	63,647	

Napa County Board of Education Trustee Area 5 (Vote for 1)

Precincts Reported: 23 of 23 (100.00%)

	Total	
Times Cast	11,526 / 14,157	81.42%
Candidate	Total	
GERALD PARROTT	5,341	
RORY MORAN	2,163	
Total Votes	7,504	

Solano County Board of Education Trustee Area 2 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

	Total	
Times Cast	155 / 191	81.15%
Candidate	Total	
BONNIE HAMILTON	49	
AMY SHARP	40	
CAROL J. KALAMARAS	18	
Total Votes	107	

Napa Valley College Trustee Area No. 6 (Vote for 1)

Precincts Reported: 26 of 26 (100.00%)

	Total	
Times Cast	10,608 / 12,923	82.09%
Candidate	Total	
INES DE LUNA	4,839	
SCOTT OWENS	3,182	
Total Votes	8,021	

Napa Valley Unified School District Trustee Area No. 2 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Total	
Times Cast	7,610 / 10,831	70.26%
Candidate	Total	
LISA W. CHU	4,603	
KEVIN "KDUB" WEST	1,949	
Total Votes	6,552	

Napa Valley Unified School District Trustee Area No. 4 (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

	Total	
Times Cast	7,190 / 9,493	75.74%
Candidate	Total	
EVE RYSER	3,877	
DEVIN JONES	2,087	
Total Votes	5,964	

Napa Valley Unified School District Trustee Area No. 5 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Total	
Times Cast	6,555 / 8,525	76.89%
Candidate	Total	
JOHN HENRY MARTIN	3,094	
DAVID T. GRACIA	2,179	
Total Votes	5,273	

Napa Valley Unified School District Trustee Area No. 7 (Vote for 1)

Precincts Reported: 29 of 29 (100.00%)

	Total	
Times Cast	9,451 / 11,759	80.37%
Candidate	Total	
JULIANNA HART	3,914	
MARIE DENNETT	3,199	
Total Votes	7,113	

Fairfield-Suisun Unified School District Trustee Area No. 3 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

	Total	
Times Cast	155 / 191	81.15%
Candidate	Total	
JUDI HONEYCHURCH	56	
BRIGETTE HUNLEY	43	
Total Votes	99	

Mayor City of American Canyon (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

	Total	
Times Cast	9,758 / 13,869	70.36%
Candidate	Total	
PIERRE WASHINGTON	4,656	
DAVID ORO	4,342	
Total Votes	8,998	

City Council City of American Canyon (Vote for 2)

Precincts Reported: 19 of 19 (100.00%)

	Total	
Times Cast	9,758 / 13,869	70.36%
Candidate	Total	
MELISSA LAMATTINA	4,312	
BRANDO R. CRUZ	3,538	
DAVET MOHAMMED	3,044	
ELMER ANDREI MANAID	2,796	
Total Votes	13,690	

Mayor City of Calistoga (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

	Total	
Times Cast	2,103 / 2,708	77.66%
Candidate	Total	
DONALD WILLIAMS	1,509	
Total Votes	1,509	

City Council City of Calistoga (Vote for 2)

Precincts Reported: 5 of 5 (100.00%)

	Total	
Times Cast	2,103 / 2,708	77.66%
Candidate	Total	
IRAIS LOPEZ-ORTEGA	1,088	
LISA GIFT	843	
MARION VILLALBA	745	
Total Votes	2,676	

Mayor City of Napa (Vote for 1)

Precincts Reported: 100 of 100 (100.00%)

	Total	
Times Cast	37,988 / 48,141	78.91%
Candidate	Total	
SCOTT SEDGLEY	26,672	
TUESDAY D. ALLISON	6,598	
Total Votes	33,270	

City Council District 2 City of Napa (Vote for 1)

Precincts Reported: 26 of 26 (100.00%)

	Total	
Times Cast	10,311 / 12,988	79.39%
Candidate	Total	
BETH PAINTER	7,264	
Total Votes	7,264	

City Council District 4 City of Napa (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

	Total	
Times Cast	7,419 / 9,717	76.35%
Candidate	Total	
BERNARDO "BERNIE" NARVAEZ	5,214	
Total Votes	5,214	

Mayor City of St Helena (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

	Total	
Times Cast	2,941 / 3,491	84.25%
Candidate	Total	
PAUL J. DOHRING	1,836	
BILLY SUMMERS	826	
Total Votes	2,662	

City Council City of St Helena (Vote for 2)

Precincts Reported: 6 of 6 (100.00%)

	Total	
Times Cast	2,941 / 3,491	84.25%
Candidate	Total	
MICHELLE DEASY	1,580	
AARON BARAK	1,516	
HECTOR R. MARROQUIN	1,076	
Total Votes	4,172	

Member of Town Council Town of Yountville (Vote for 2)

Precincts Reported: 4 of 4 (100.00%)

	Total	
Times Cast	1,465 / 1,757	83.38%
Candidate	Total	
ERIC E. KNIGHT	749	
PAM REEVES	651	
JOE TAGLIABOSCHI	483	
ROBERT MOORE	234	
Total Votes	2,117	

State Proposition 2 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,634 / 85,150	78.25%
Candidate	Total	
YES	35,161	
NO	27,001	
Total Votes	62,162	

State Proposition 3 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,634 / 85,150	78.25%
Candidate	Total	
YES	43,574	
NO	18,975	
Total Votes	62,549	

State Proposition 4 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,634 / 85,150	78.25%
Candidate	Total	
YES	38,403	
NO	24,270	
Total Votes	62,673	

State Proposition 5 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,634 / 85,150	78.25%
Candidate	Total	
NO	34,672	
YES	27,312	
Total Votes	61,984	

State Proposition 6 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,244 / 85,150	77.80%
Candidate	Total	
NO	32,930	
YES	28,390	
Total Votes	61,320	

State Proposition 32 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,244 / 85,150	77.80%
Candidate	Total	
YES	33,945	
NO	28,810	
Total Votes	62,755	

State Proposition 33 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,244 / 85,150	77.80%
Candidate	Total	
NO	37,948	
YES	23,240	
Total Votes	61,188	

State Proposition 34 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,244 / 85,150	77.80%
Candidate	Total	
NO	31,720	
YES	27,764	
Total Votes	59,484	

State Proposition 35 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,244 / 85,150	77.80%
Candidate	Total	
YES	44,569	
NO	17,276	
Total Votes	61,845	

State Proposition 36 (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,244 / 85,150	77.80%
Candidate	Total	
YES	41,639	
NO	20,479	
Total Votes	62,118	

Napa Valley Unified School District Measure B (Vote for 1)

Precincts Reported: 146 of 146 (100.00%)

	Total	
Times Cast	45,733 / 57,899	78.99%
Candidate	Total	
BONDS YES	23,284	
BONDS NO	18,983	
Total Votes	42,267	

Napa Valley Transportation Authority Measure U (Vote for 1)

Precincts Reported: 204 of 204 (100.00%)

	Total	
Times Cast	66,244 / 85,150	77.80%
Candidate	Total	
YES	44,230	
NO	16,553	
Total Votes	60,783	

City of Napa Measure G (Vote for 1)

Precincts Reported: 100 of 100 (100.00%)

	Total	
Times Cast	37,768 / 48,141	78.45%
Candidate	Total	
YES	19,961	
NO	14,763	
Total Votes	34,724	

City of St. Helena Measure A1 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

	Total	
Times Cast	2,923 / 3,491	83.73%
Candidate	Total	
NO	1,528	
YES	1,191	
Total Votes	2,719	

City of St. Helena Measure A2 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

	Total	
Times Cast	2,923 / 3,491	83.73%
Candidate	Total	
NO	1,618	
YES	1,123	
Total Votes	2,741	

City of St. Helena Measure B (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

	Total	
Times Cast	2,923 / 3,491	83.73%
Candidate	Total	
NO	1,398	
YES	1,366	
Total Votes	2,764	



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration/Planning

DATE:	December 10, 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. - On Sept 4, 2024, the (ATSC) unanimously supported the installation of the Tesla Chargers at the Money Way parking lot. - 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. - November 12, 2024 - The City Council reviewed information and provided additional direction to City

	staff and the City Attorney so that work could continue on an agreement with Tesla.
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.

On November 12, 2024, the City Council reviewed additional information and provided additional direction to City staff and the City Attorney so that work could continue on an agreement with Tesla.

DISCUSSION:

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

In response to council feedback at the October 22, 2024, City Council meeting City staff and the City Attorney worked with Tesla to finalize an agreement to install 12 Level 3 Chargers in the Oak Avenue / Money Way Parking Lot.

At the November 12, 2024, City Council meeting the council sought additional information through the City Attorney. A major concern was the perceived requirement in the Tesla agreement to have the charging spots be exclusively for charging. If the

charging spots were to be exclusive, the City council did not want more than 8 spots dedicated exclusively for charging. There were other changes proposed by community members. Following the meeting, the City Attorney reviewed the terms of the proposed License Agreement and discussed with the Tesla representative. The Tesla representative and City Attorney agree that the agreement does not require exclusive use of the spots for charging. The Agreement is a license agreement, which gives Tesla the right to use the area, but not exclusive use of the parking stalls. Further, under Vehicle Code Section 22511, the City may designate stalls for EV charging, but the City has not yet done so. Therefore, the parking stalls will not be required to be used exclusively for charging unless and until the Council takes further action to restrict use of the stalls. The representative also indicated that they are not able to make additional revisions to the form of the license agreement at this time. Currently, there is one remaining issue pending with Tesla's legal staff. The City Attorney has requested the addition of language making clear that it is Tesla's responsibility to determine whether State prevailing wage requirements apply to this project. The City Attorney recommends that if Council approves the License Agreement, it be conditioned on Tesla agreeing to the language included in Section 25 of the proposed agreement included in the Council packet.

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 - December 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
(<u>Section 1</u>) | Commonly known as City of St Helena Public Parking Lot, located at 1301 Money Way, St Helena, CA 94574 (the “ <u>Property</u> ”). |
| (c) | Licensed Area
(<u>Section 1</u>) | 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 <u>Exhibit A</u> (the “ <u>Licensed Area</u> ”). |
| (d) | Charging Stalls
(<u>Section 1</u>) | Twelve (12) charging stalls.

Parking spaces in the Licensed Area shall be outfitted for charging with DC charge posts (“ <u>Superchargers</u> ”) and shall serve as dedicated charging stalls. |
| (e) | Due Diligence Period (<u>Section 2</u>) | 365 days following the Effective Date (“ <u>Due Diligence Period</u> ”) |
| (f) | Commencement Date (<u>Section 4</u>) | Within 365 days following the end of the Due Diligence Period. |
| (g) | Base Term
(<u>Section 5</u>) | Ten years from the last day of the month in which the Commencement Date occurs (the “ <u>Base Term</u> ”). |
| (h) | Renewal Term
(<u>Section 5</u>) | Periods of five years (each a “ <u>Renewal Term</u> ”). |
| (i) | Termination Notice
(<u>Section 5</u>) | At least eighteen (18) months (the “ <u>Notice Period</u> ”). |
| (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:

City of St. Helena,
a California municipal corporation

By: _____

Name: Anil Comelo

Title: City Manager

Date: _____

E-mail for notices:

acomelo@cityofsthelena.gov

Phone number for urgent issues:

707-968-2743

LICENSEE:

Tesla, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

E-mail for notices:

superchargerhost@tesla.com

Phone number for urgent issues:

725-223-2400

EXHIBIT A

Licensed Area

1301 Money Way, St Helena, CA 94547

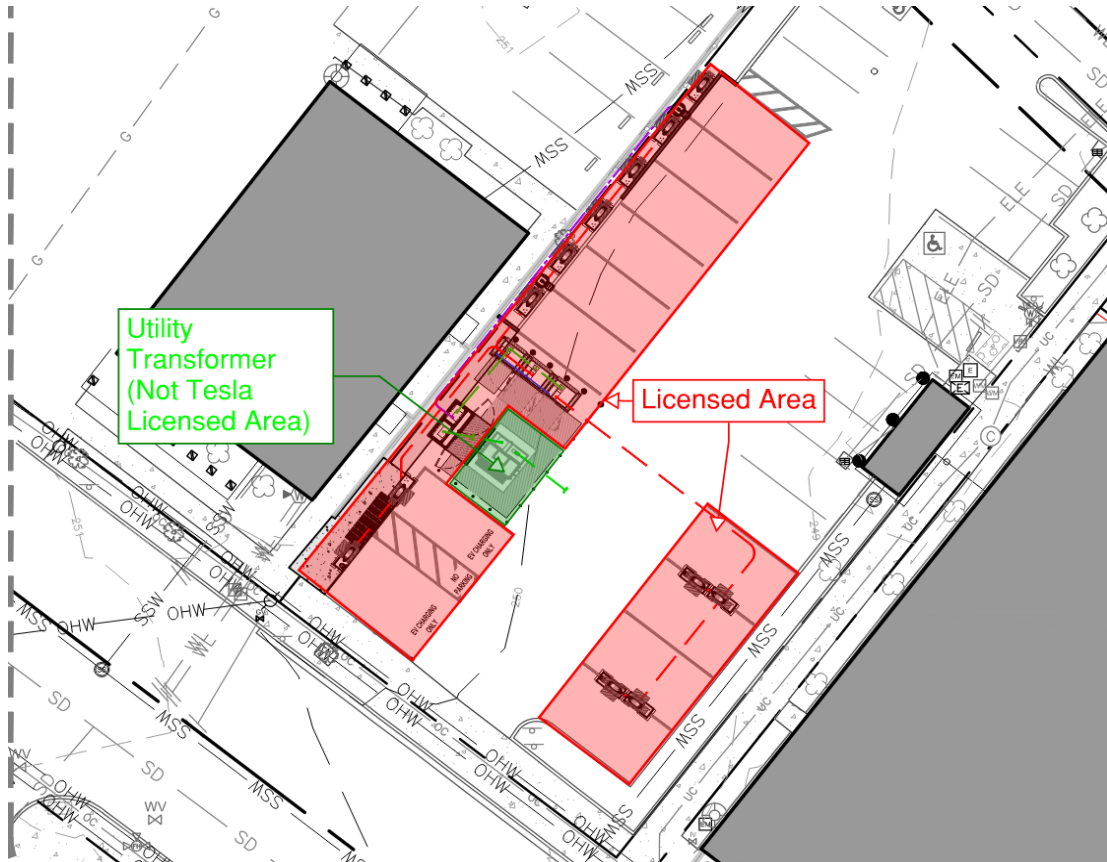




Exhibit A to License Agreement – Page 2 of 2

Exhibit B
General Terms and Conditions

1. **Licensed Area.** Licensors 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 Licensors 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) Licensors 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 Licensors. Licensors’ 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 Licensors 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 Licensors, 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 Licensors' 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 Licensors' 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 Licensors. 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 Licensors 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 December 10, 2024, by the following vote:

Mayor Paul Dohring:

Vice Mayor Eric Hall:

Council Member Anna Chouteau:

Council Member Patrick Kenealy:

Council Member Billy Summers:

APPROVED:

ATTEST:

Paul Dohring, Mayor

Cindy Tzaopoulos, 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?

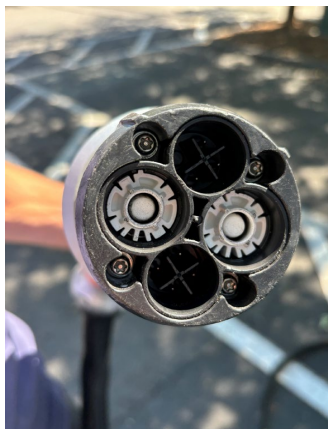


EV Chargers at City Hall

- ▶ 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

DC Fast Charging



CCS1



NACS
(Tesla)



CHAdeMO



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

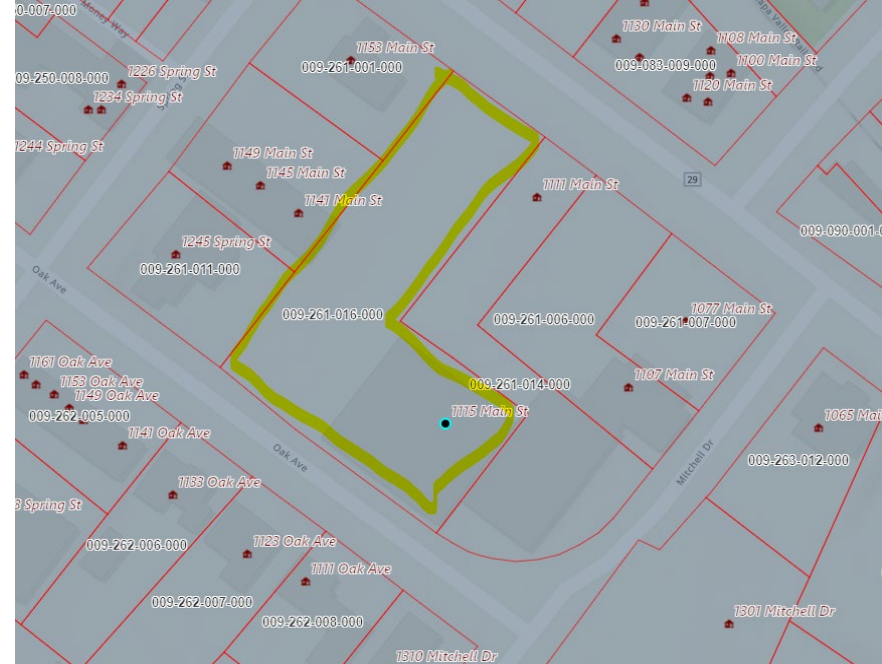


Location Considerations

	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



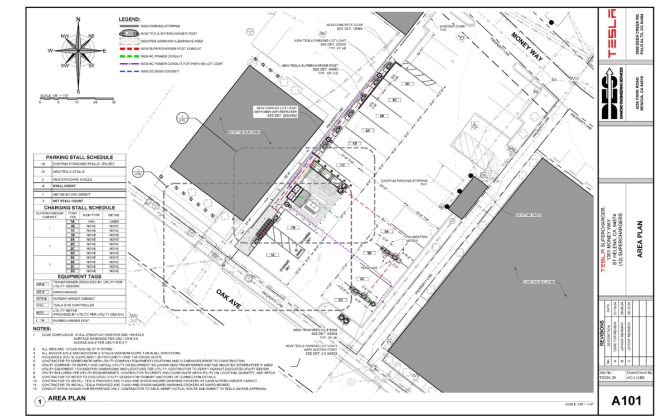
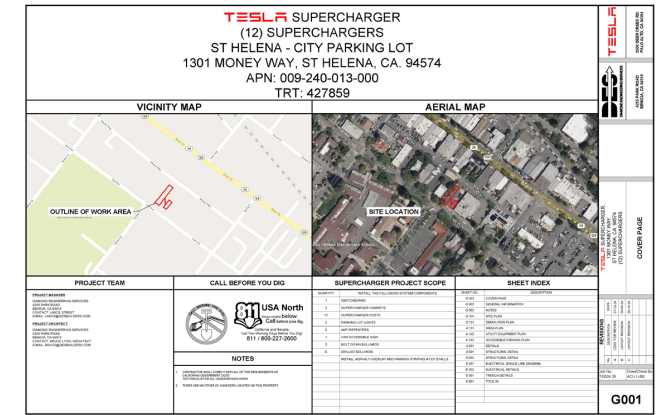
Current vs. Future Configuration

- ▶ 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)

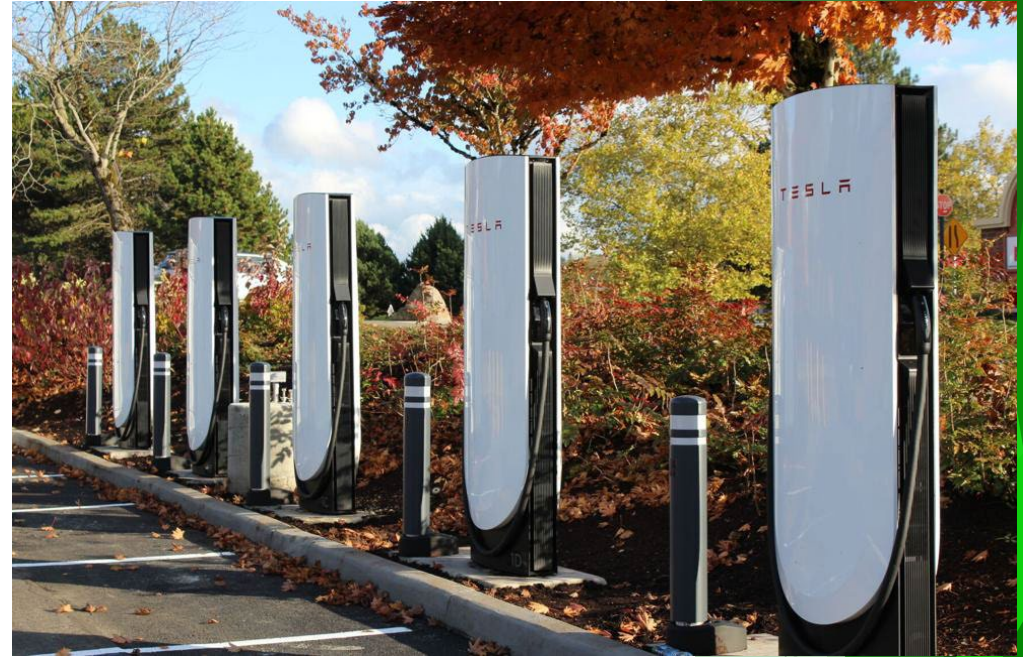


Oak Avenue / Money Way Lot

- ▶ 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





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 reliability 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

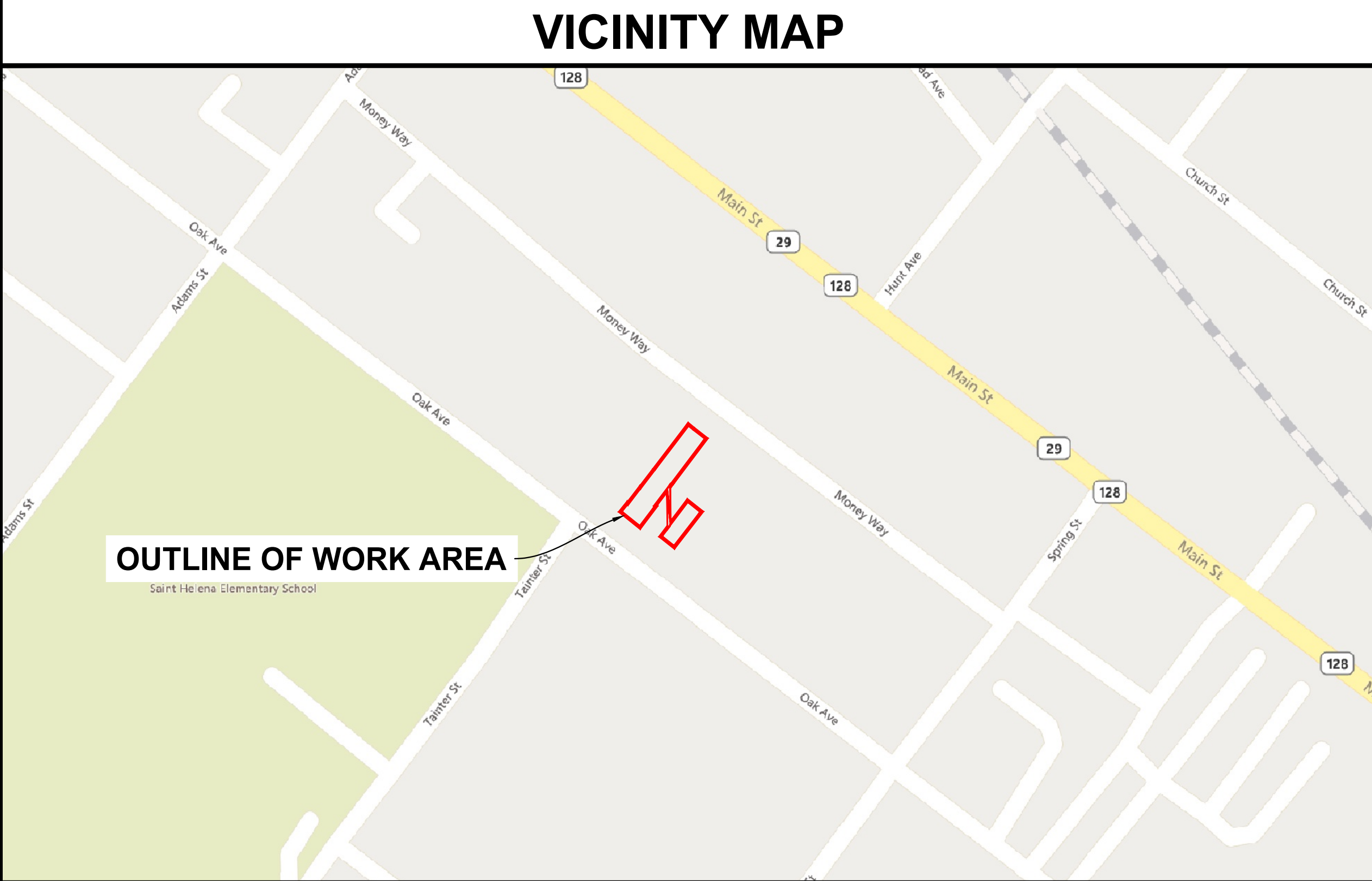
TESLA

3500 DEER CREEK RD.
PALO ALTO, CA 94304

DES

DIAMOND ENGINEERING SERVICES

4255 PARK ROAD
BENICIA, CA 94510



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
4255 PARK ROAD
BENICIA, CA 94510
CONTACT: BRUCE LYON, ARCHITECT
E-MAIL: BRUCE@DESBUILDERS.COM

CALL BEFORE YOU DIG





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
G 002	GENERAL INFORMATION
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

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.:

Draw/Check By:

TS24 28

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 IRC)

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 IEBG)

PART 11, 2022

CALIFORNIA GREEN BUILDING STANDARD CODE

CGBSC (2021 IGBG)

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
SECONDARY	PROVIDE & INSTALL BOLLARDS AT TRANSFORMER			X
	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 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

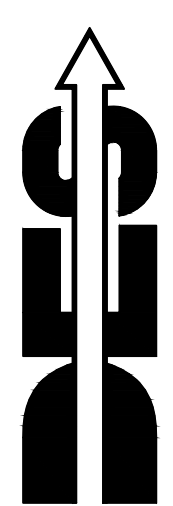
Agenda Item #10.7.

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:

1. PROVIDE ALL ELECTRICAL WORK AND MATERIALS AS SHOWN ON THE DRAWINGS, AS CALLED FOR HEREIN, AS IS NECESSARY TO FURNISH A COMPLETE 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 RESPONSIBLE 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(I) OR 215.12. UNLESS OTHERWISE REQUIRED BY ART 210.5(I) OR AHJ, COLOR-CODING OF POWER CONDUCTORS SHALL BE AS FOLLOWS:

-

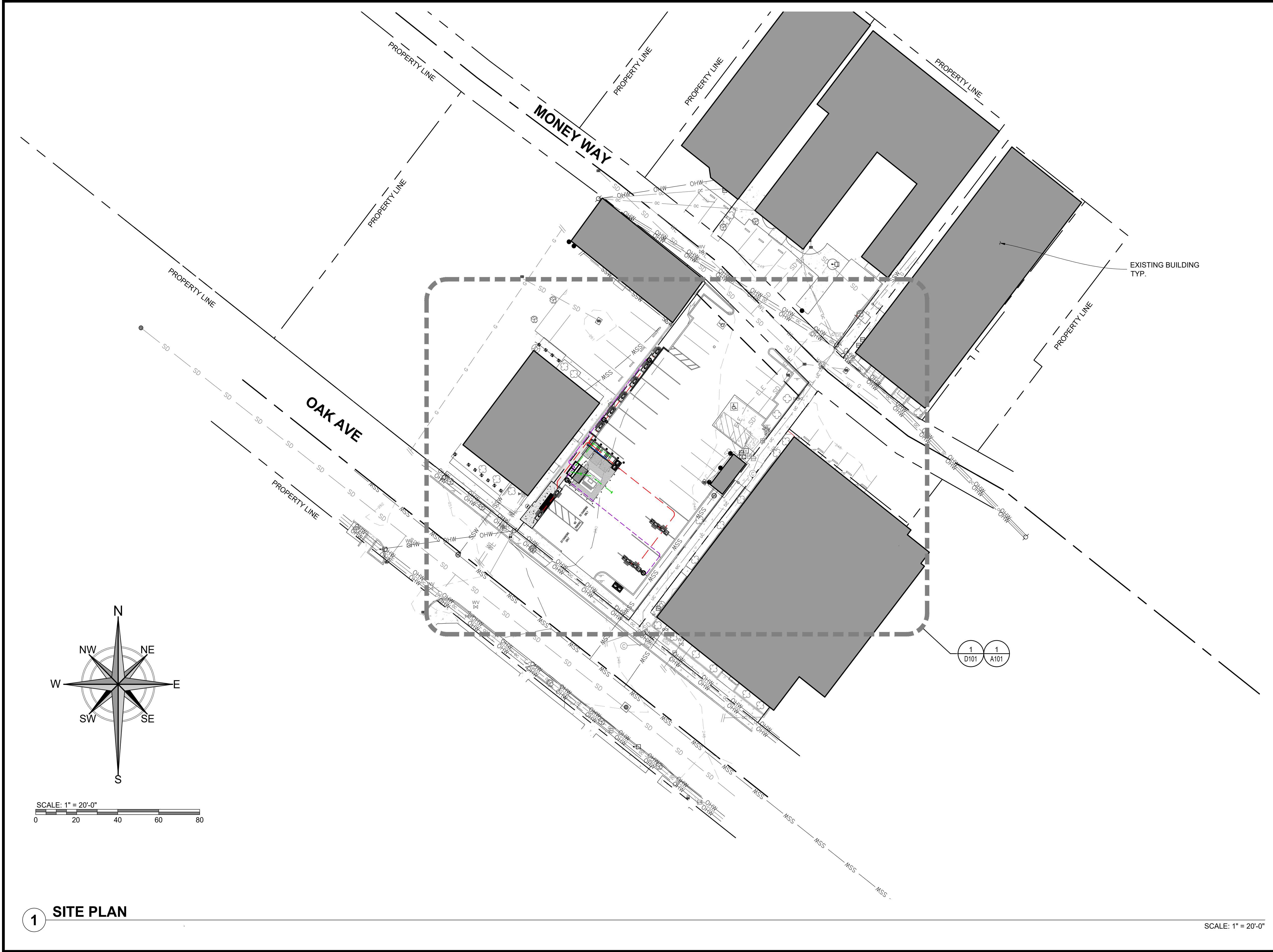
1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318 MOST CURRENT EDITION.
2. CONTRACTOR SHALL VERIFY SITE CONDITIONS AND DIMENSIONS PRIOR TO STARTING WORK. NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES FOR RESOLUTION PRIOR TO PROCEEDING.
3. CONCRETE SHALL CONFORM TO ASTM C-94.
4. CEMENT 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'



4255 PARK ROAD
BENICIA, CA 94510

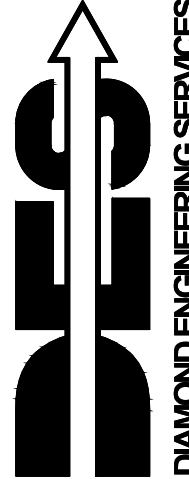
ESL SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

Job No.: TSD24 28	Draw/Check By: ACU / LBS
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SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

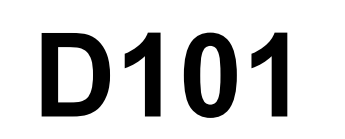
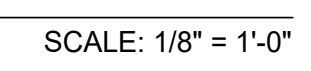
SITE PLAN

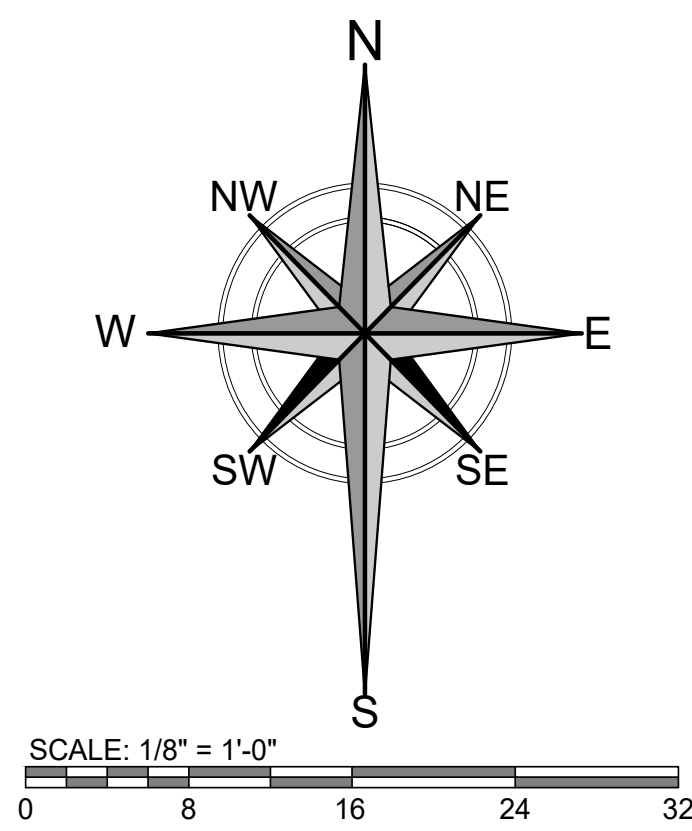
REVISIONS		DATE
No.	DESCRIPTION	
A	CD50. FOR REVIEW	07-19-24
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G101



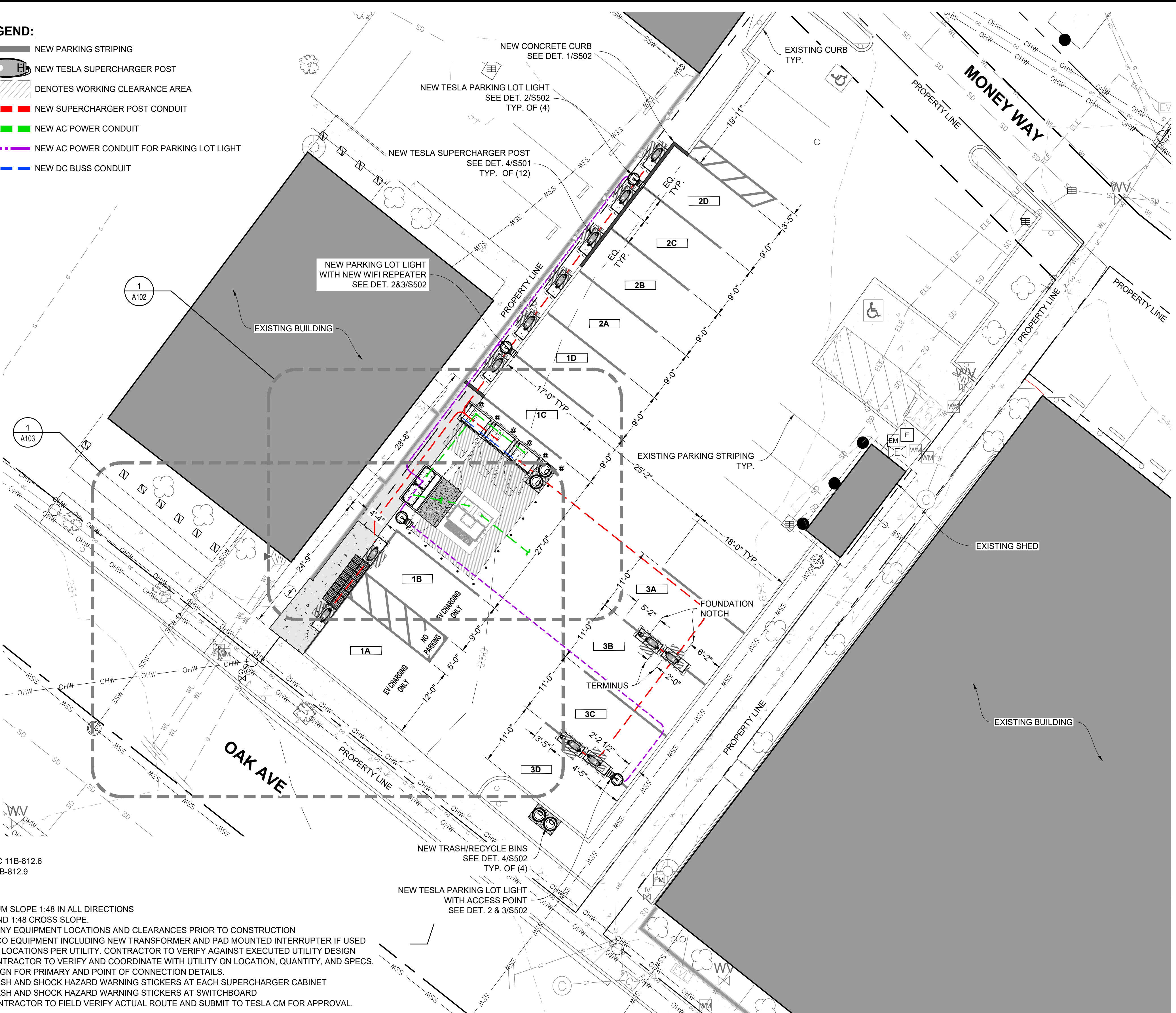


- LEGEND:**
- NEW PARKING STRIPING
 - NEW TESLA SUPERCHARGER POST
 - DENOTES WORKING CLEARANCE AREA
 - NEW SUPERCHARGER POST CONDUIT
 - NEW AC POWER CONDUIT
 - NEW AC POWER CONDUIT FOR PARKING LOT LIGHT
 - NEW DC BUSS CONDUIT

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

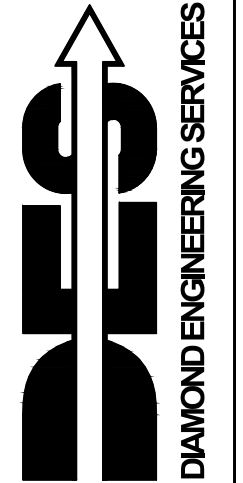
1 AREA PLAN



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



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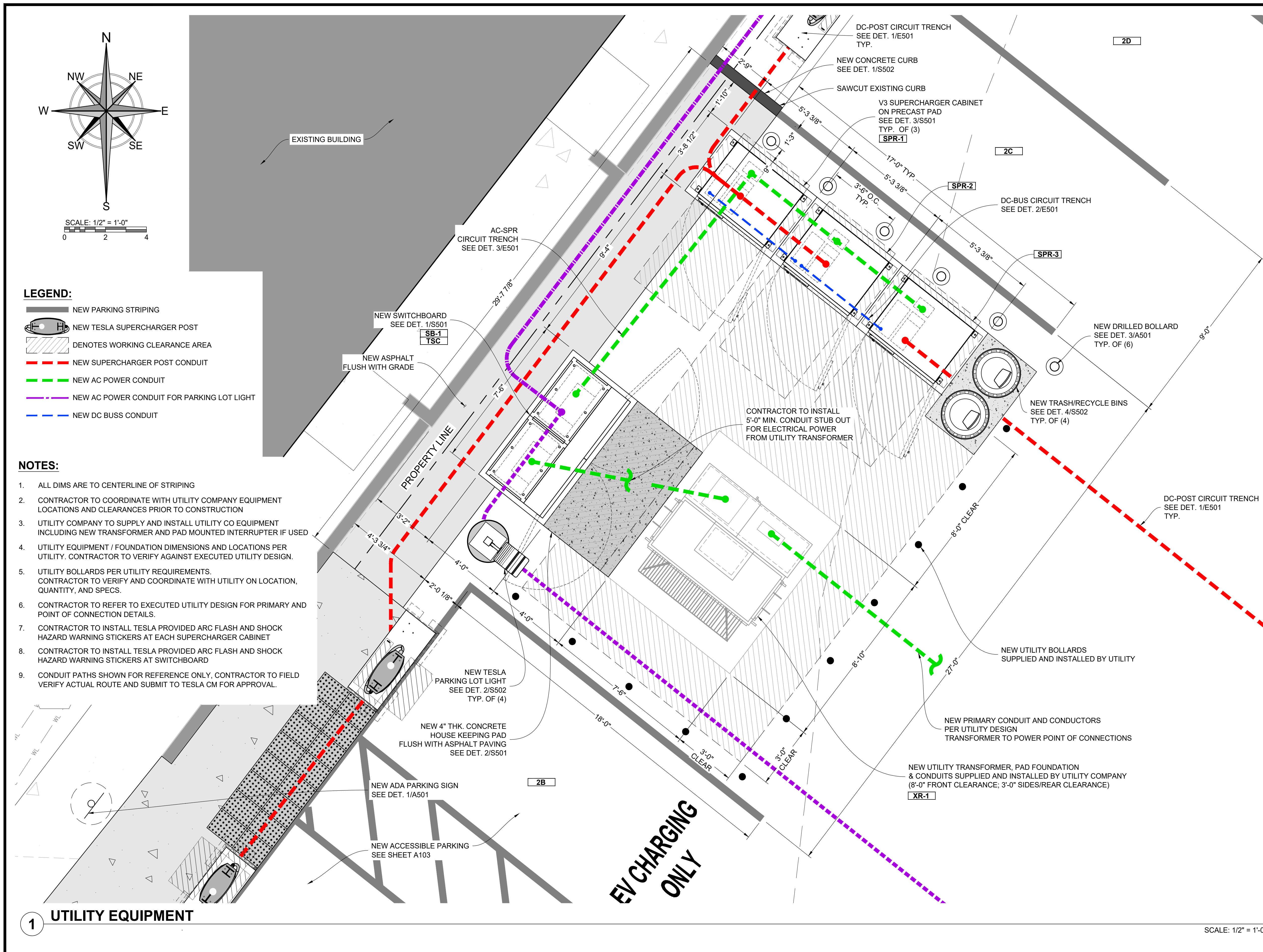
TESLA SUPERCHARGER,
1301 MONEY WAY
ST HELENA, CA. 94574
(12) SUPERCHARGERS

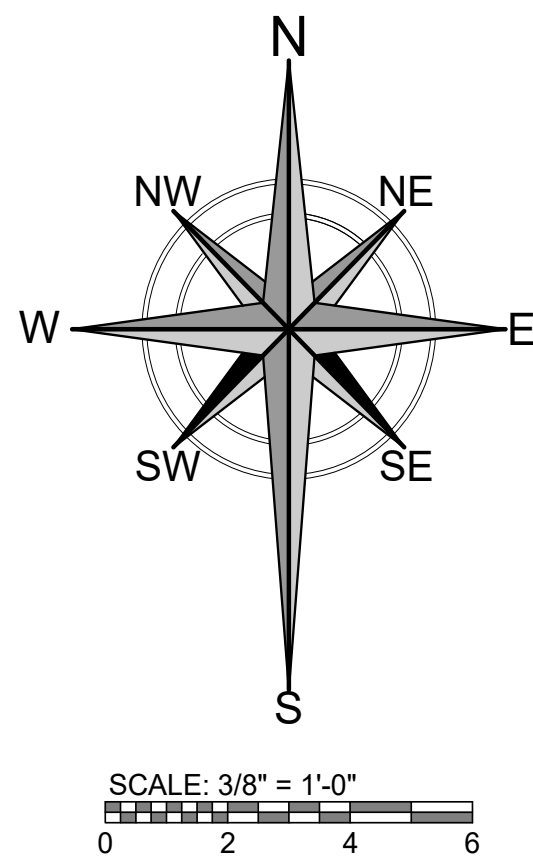
AREA PLAN

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

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A101





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:

- CODE COMPLIANCE: STALL SPECIFICATIONS PER CBC 11B-812.6
SURFACE MARKINGS PER CBC 11B-812.9
ACCESS AISLE PER CBC11B-812.7
- ALL DIMS ARE TO CENTERLINE OF STRIPING
- ALL ACCESS AISLE AND ACCESSIBLE STALLS MAXIMUM SLOPE 1:48 ALL DIRECTIONS
- ACCESSIBLE ROUTE SLOPE MAX 1:20 FOR LENGTH AND 1:48 CROSS SLOPE.
- 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"

TESLA

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(12) SUPERCHARGERS

ACCESSIBLE PARKING PLAN

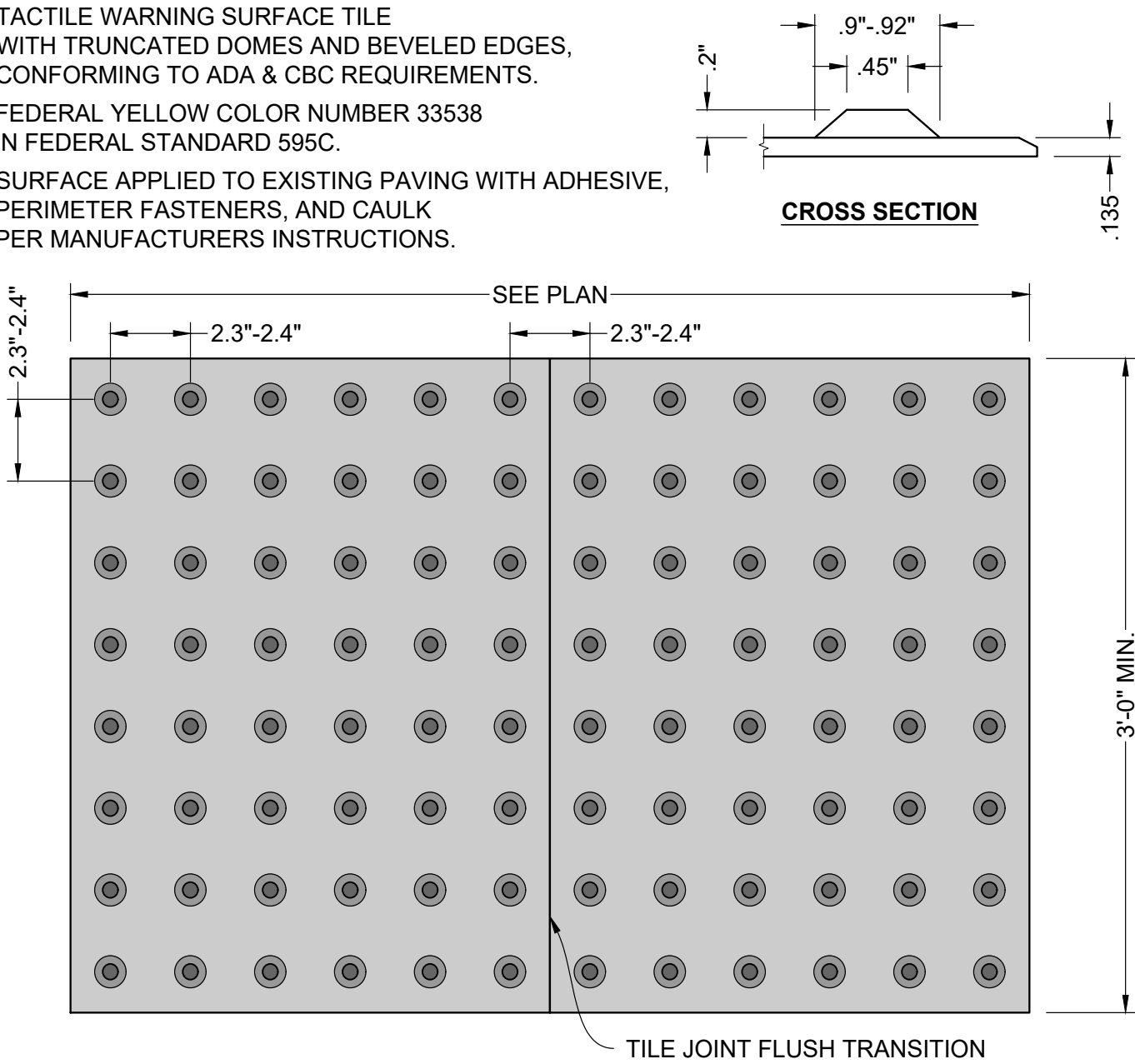
REVISIONS		DATE
No.	DESCRIPTION	
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B	LAYOUT REVISION	08-09-24
C	LAYOUT REVISION	08-15-24

Job No.: TSD24 28
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A103

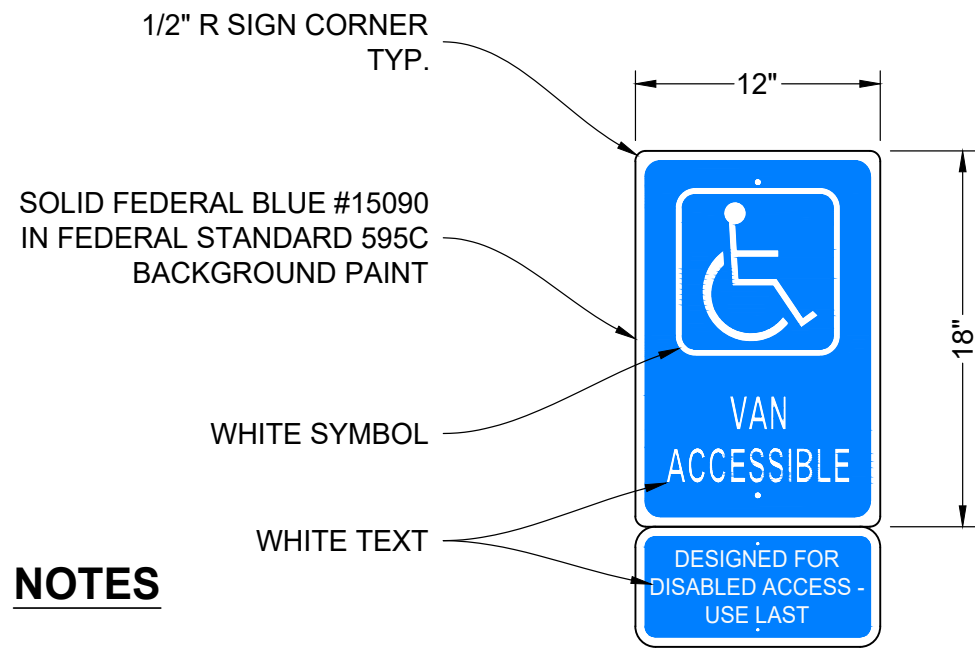
NOTE:

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



4 TACTILE SURFACE TILE W/ TRUNCATED DOMES EXISTING

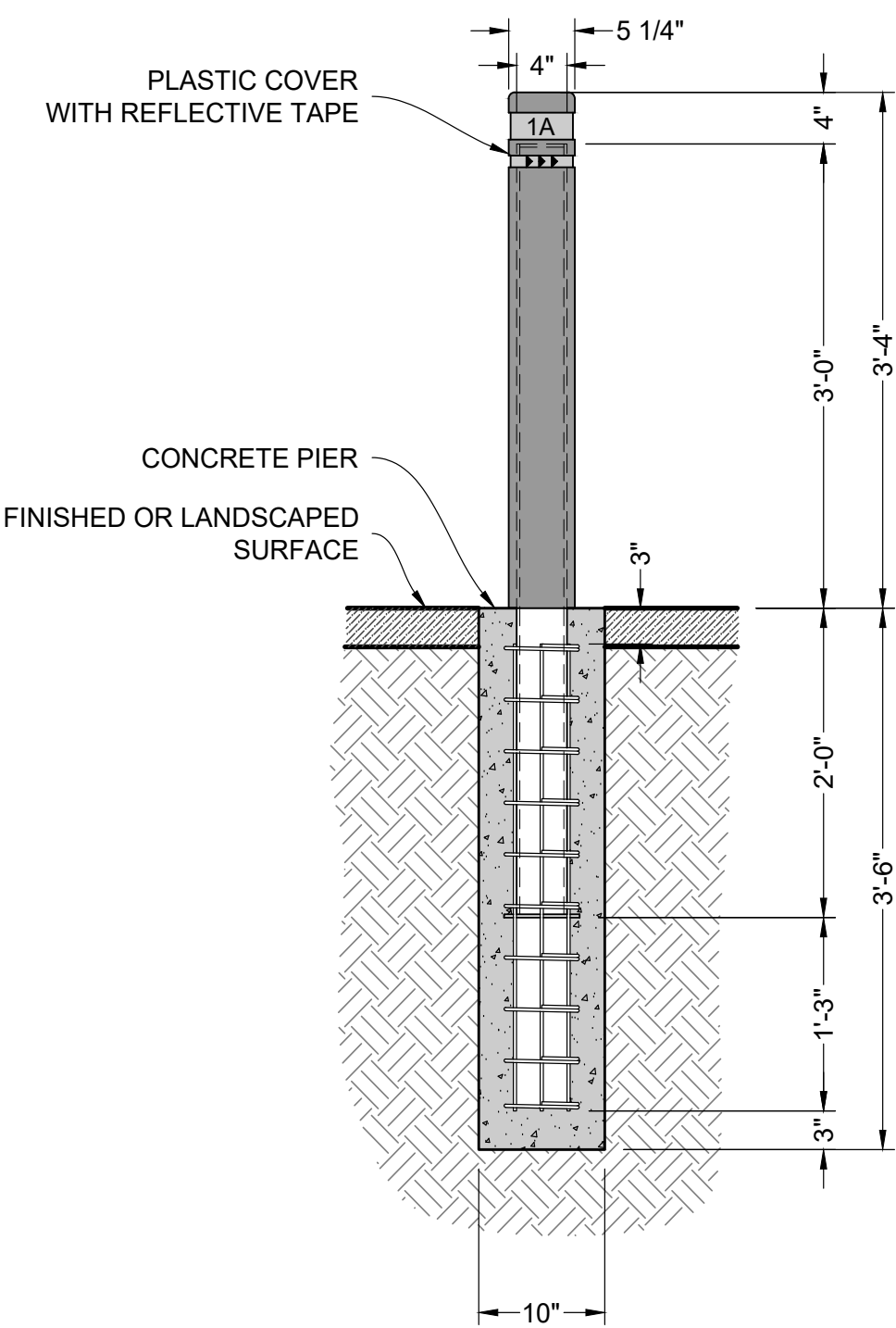
SCALE: NONE



- NOTES
- SIGN MATERIAL: ALUMINUM
 - 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

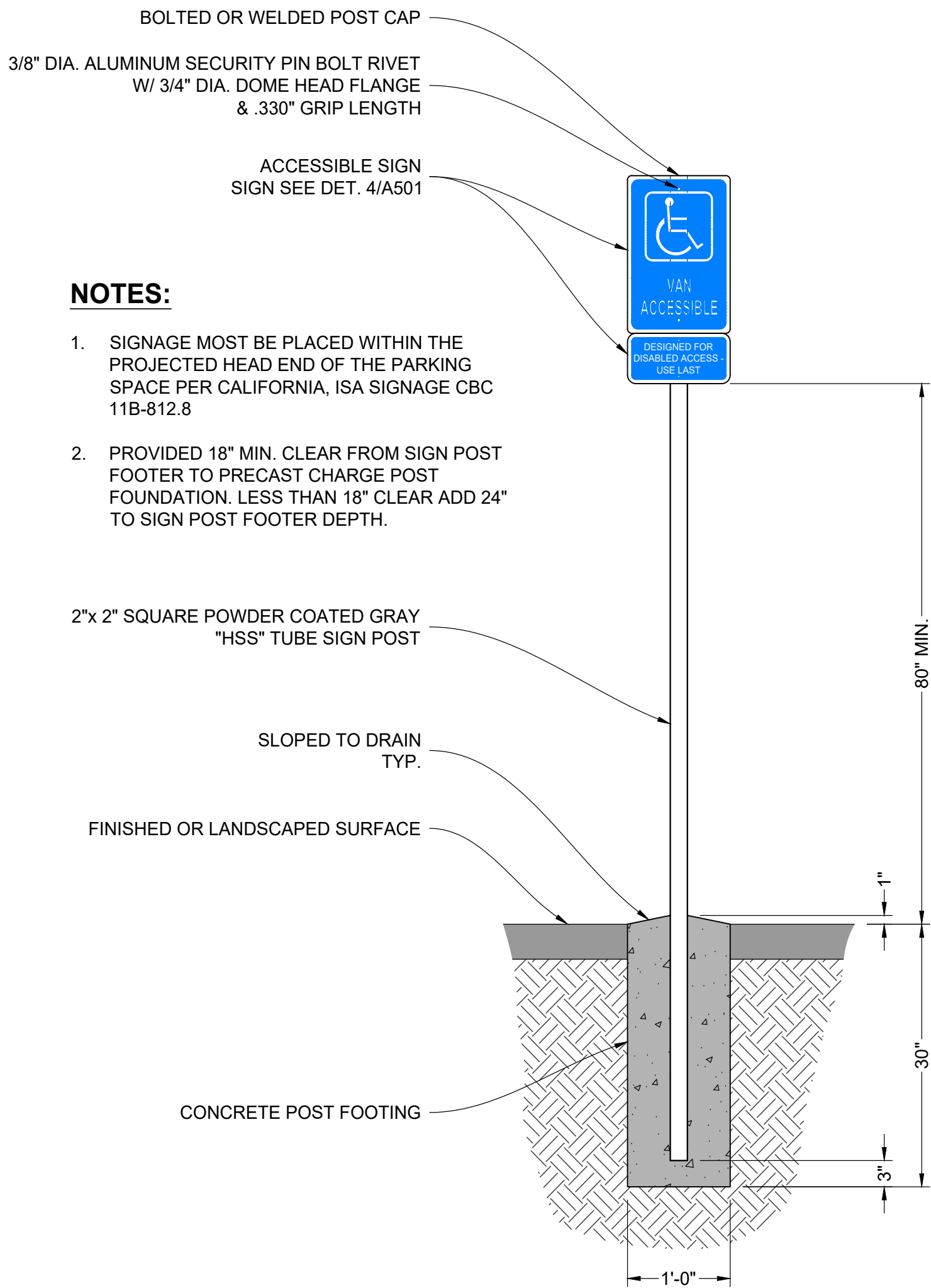
SCALE: 1 1/2" = 1'-0"



3 DRILLED BOLLARD

TESLA PART#: 1838200-00-A

SCALE: 1" = 1'-0"



1 POLE MOUNTED EV SIGN VAN & STANDARD

SCALE: 1" = 1'-0"



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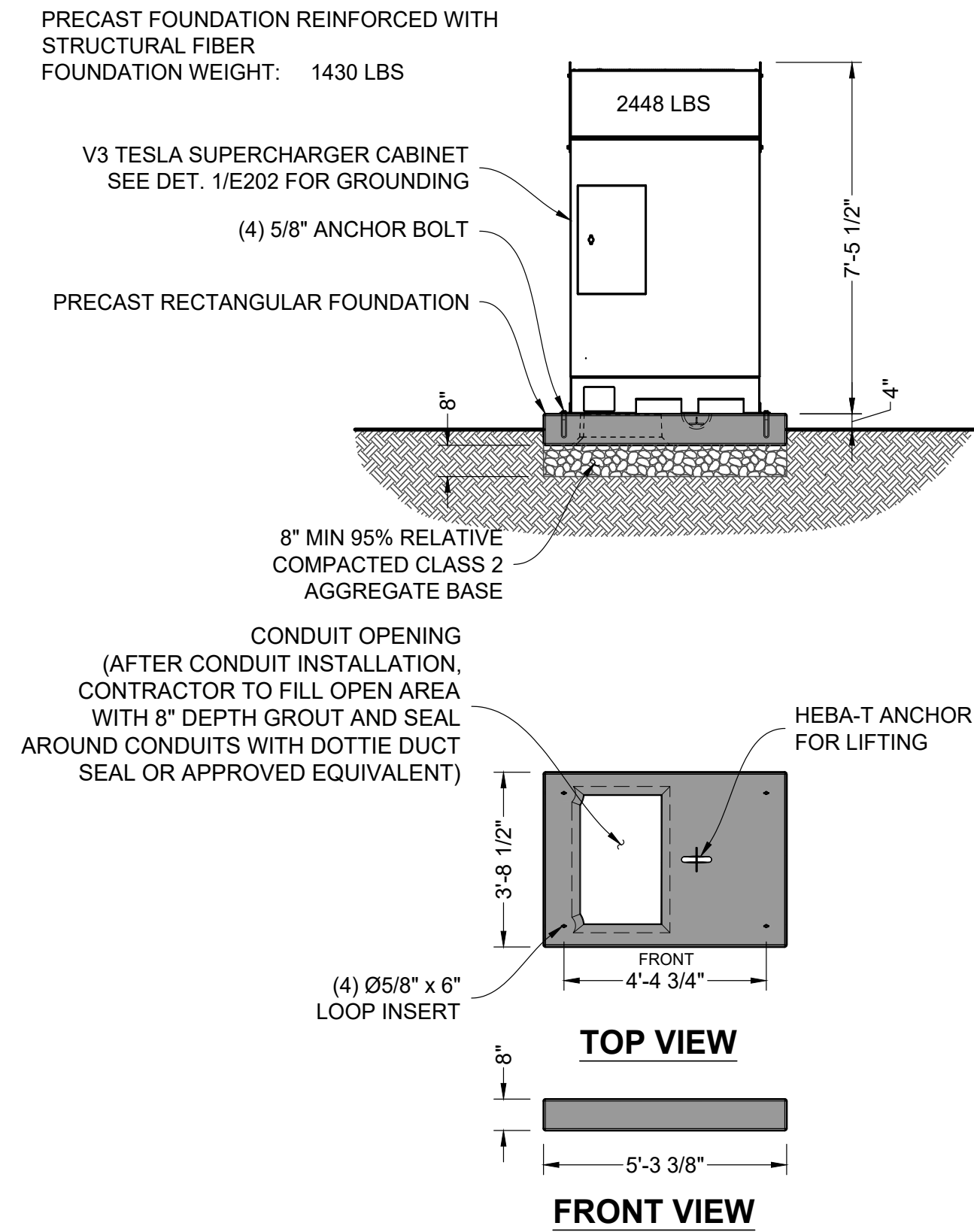
4255 PARK ROAD
BENICIA, CA 94510

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

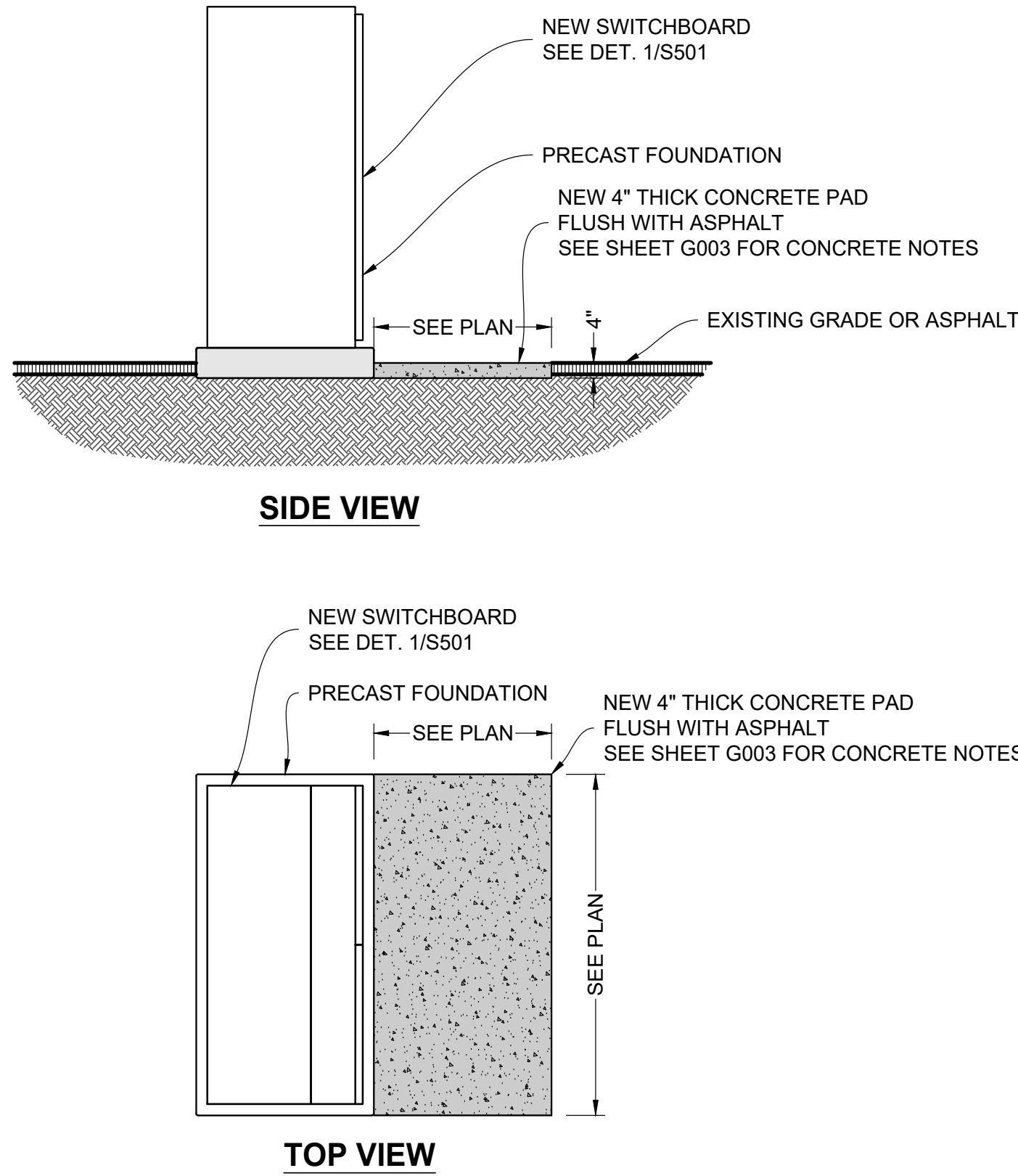
DETAILS

REVISIONS		DATE
No.	DESCRIPTION	
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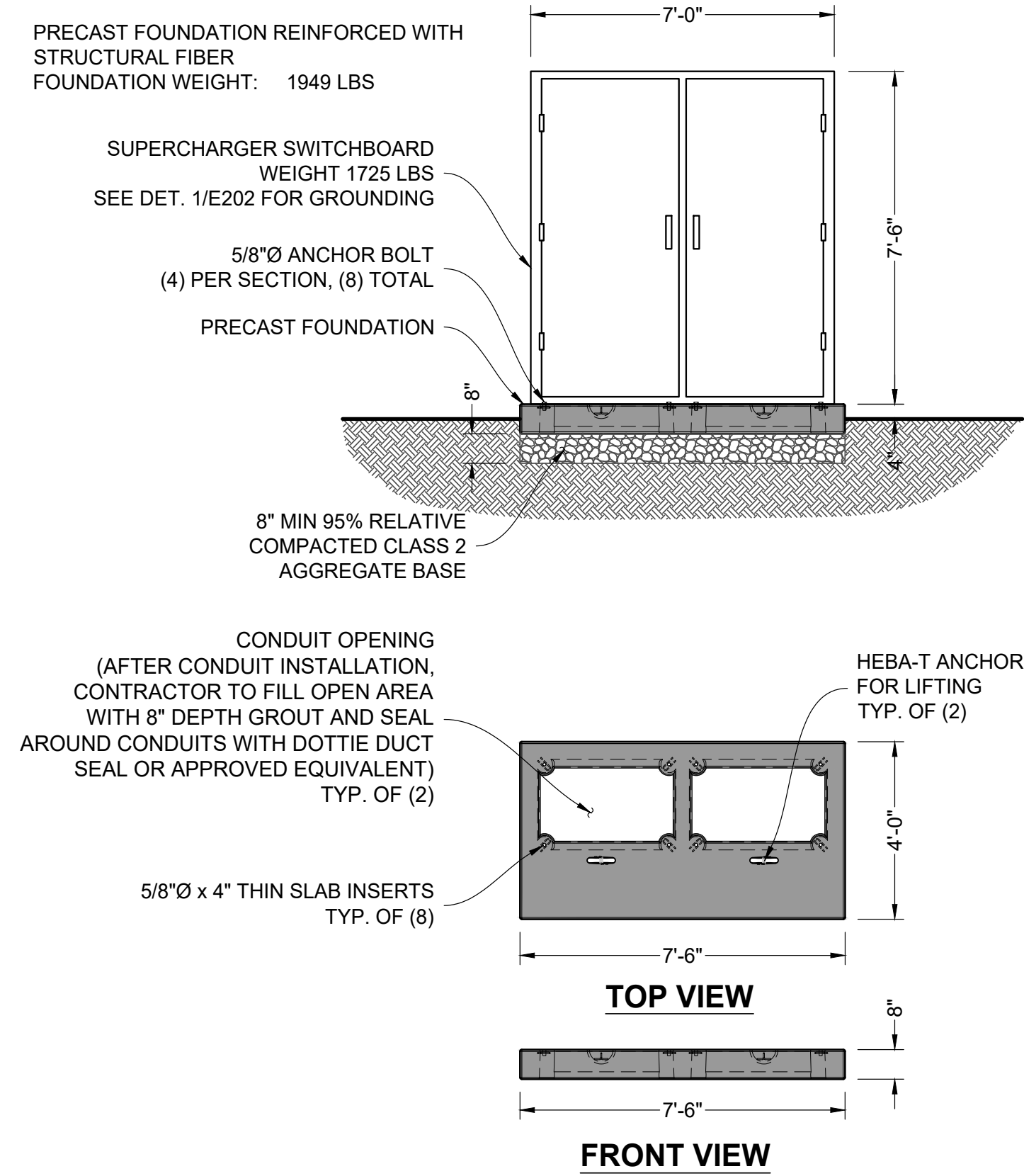
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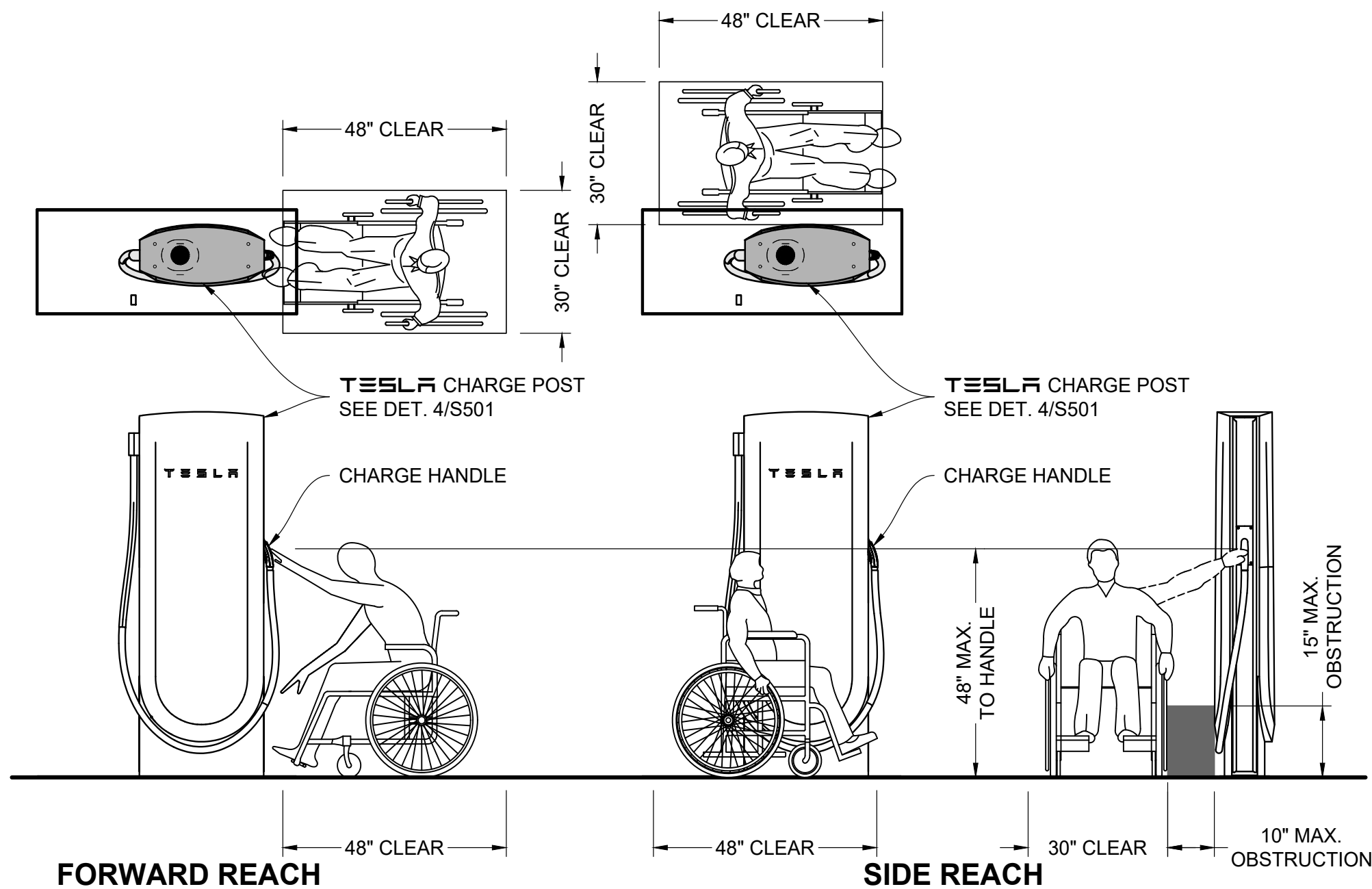
3 V3 SUPERCHARGER CABINET PRECAST FOUNDATION DETAIL SCALE: 3/8" = 1'-0"



2 HOUSEKEEPING PAD DETAIL SCALE: 3/8" = 1'-0"



1 SWITCHBOARD AND PRECAST FOUNDATION DETAIL SCALE: 3/8" = 1'-0"

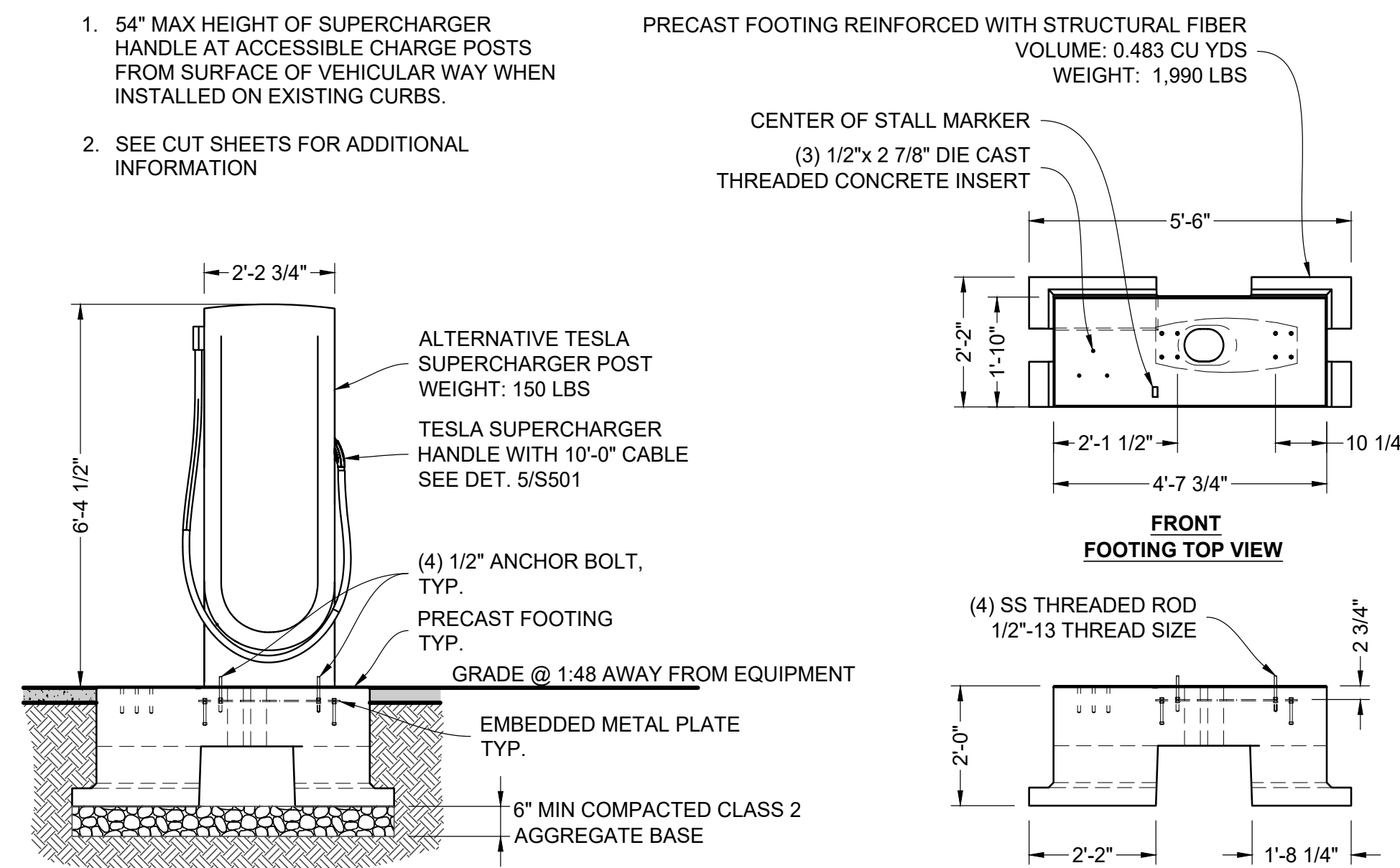


- NOTES:**
1. DETAIL IS A REFERENCE TO 2022 CBC CHAPTER 11B-308.3
 2. PER FIGURE 11B-308.3.1 MAXIMUM UNOBSTRUCTED HIGH SIDE REACH SHALL BE 48" MAXIMUM IN HEIGHT.
 3. PER FIGURE 11B-308.3.1 MAXIMUM OBSTRUCTION SHALL BE 10" MAXIMUM IN DEPTH AND 15" MAXIMUM IN HEIGHT.
 4. TESLA EV CHARGE POST BASE TO BE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

TESLA

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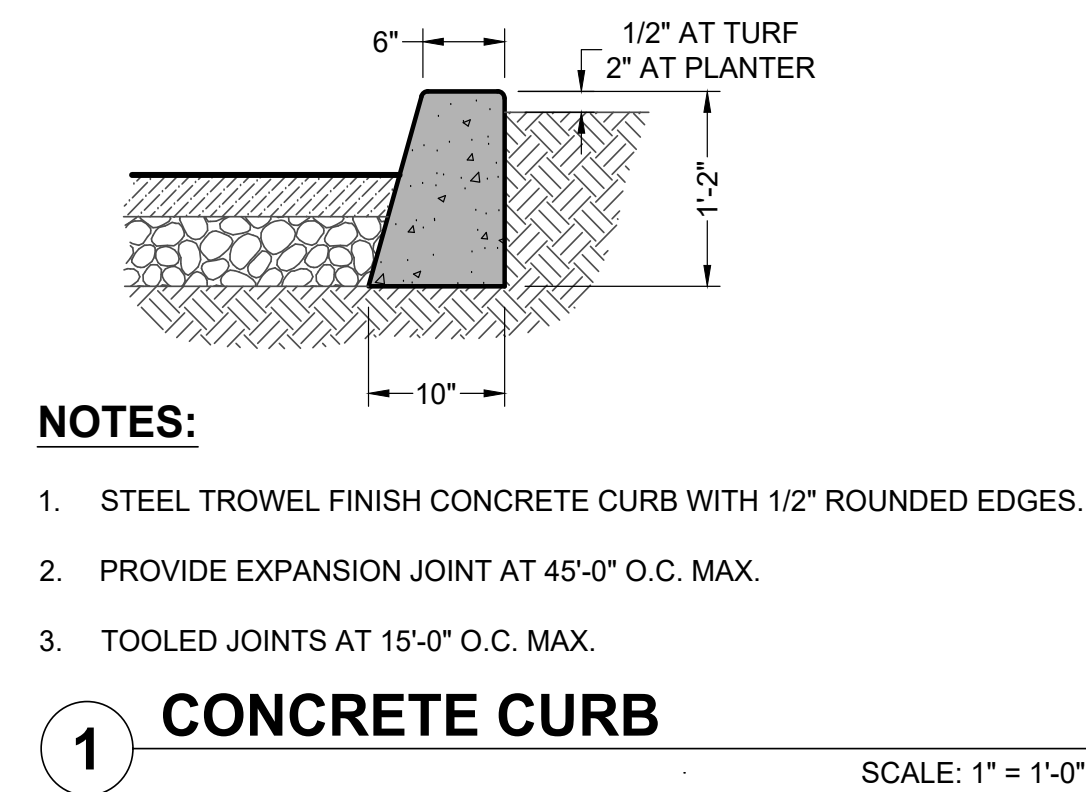
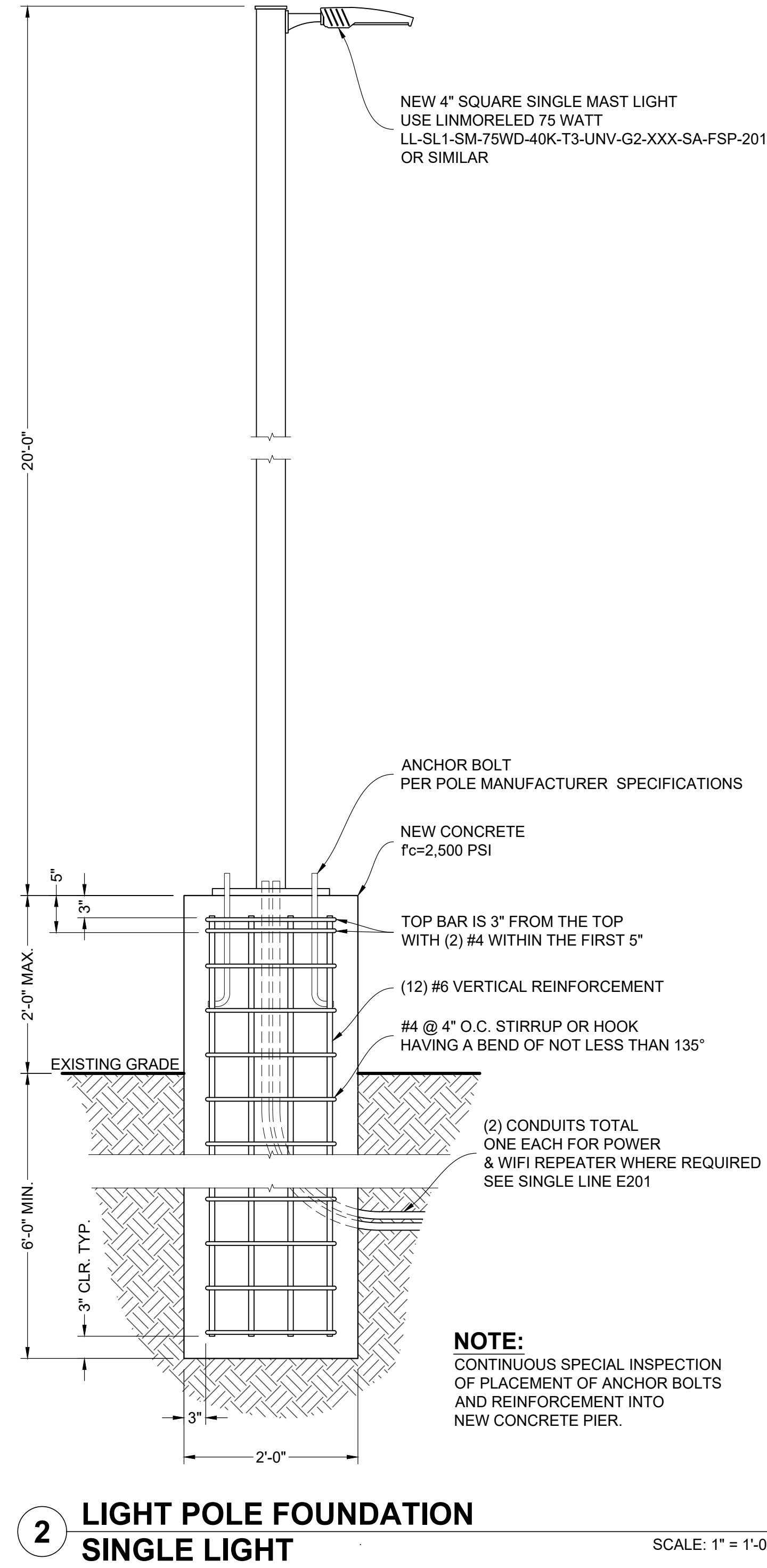
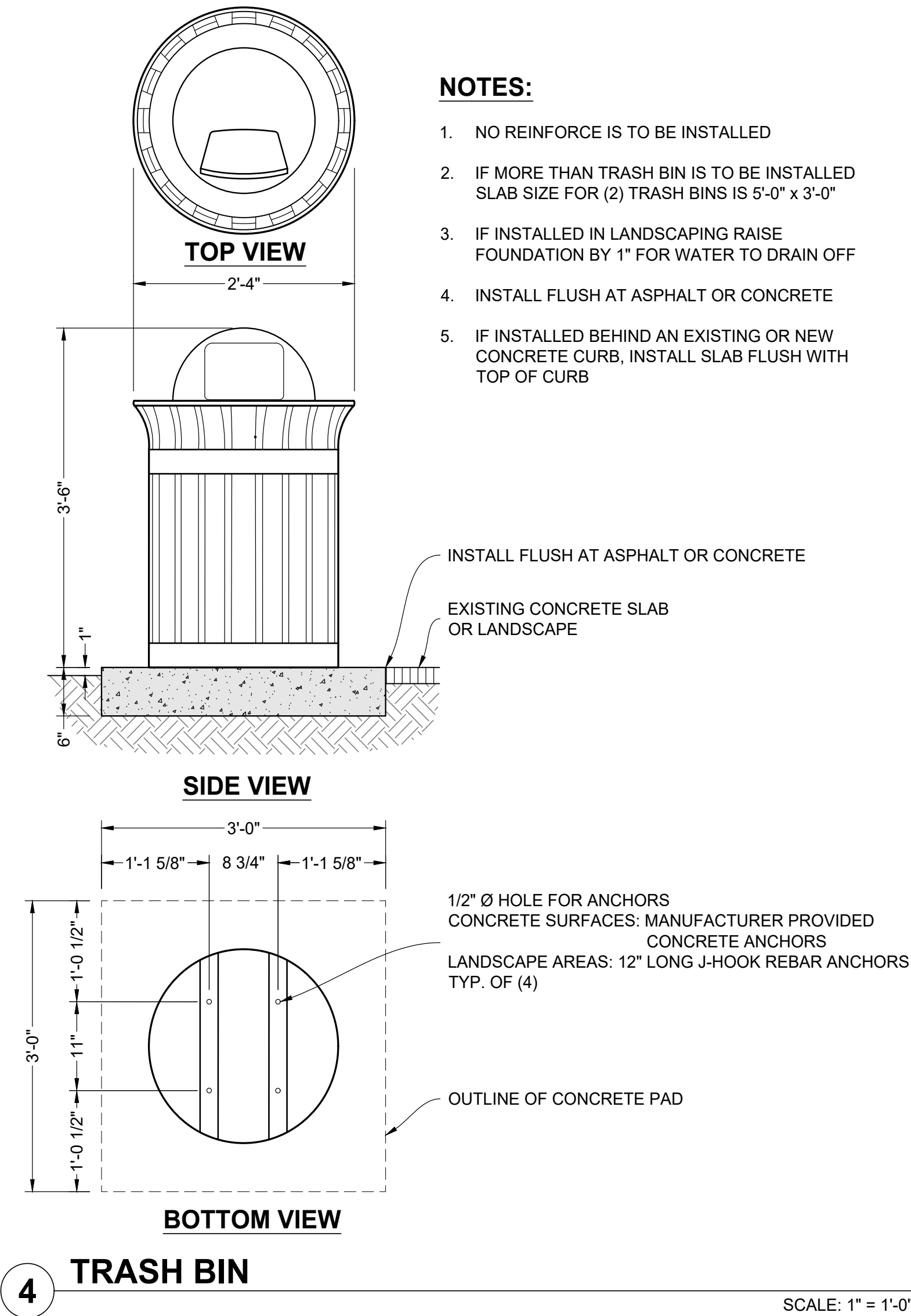
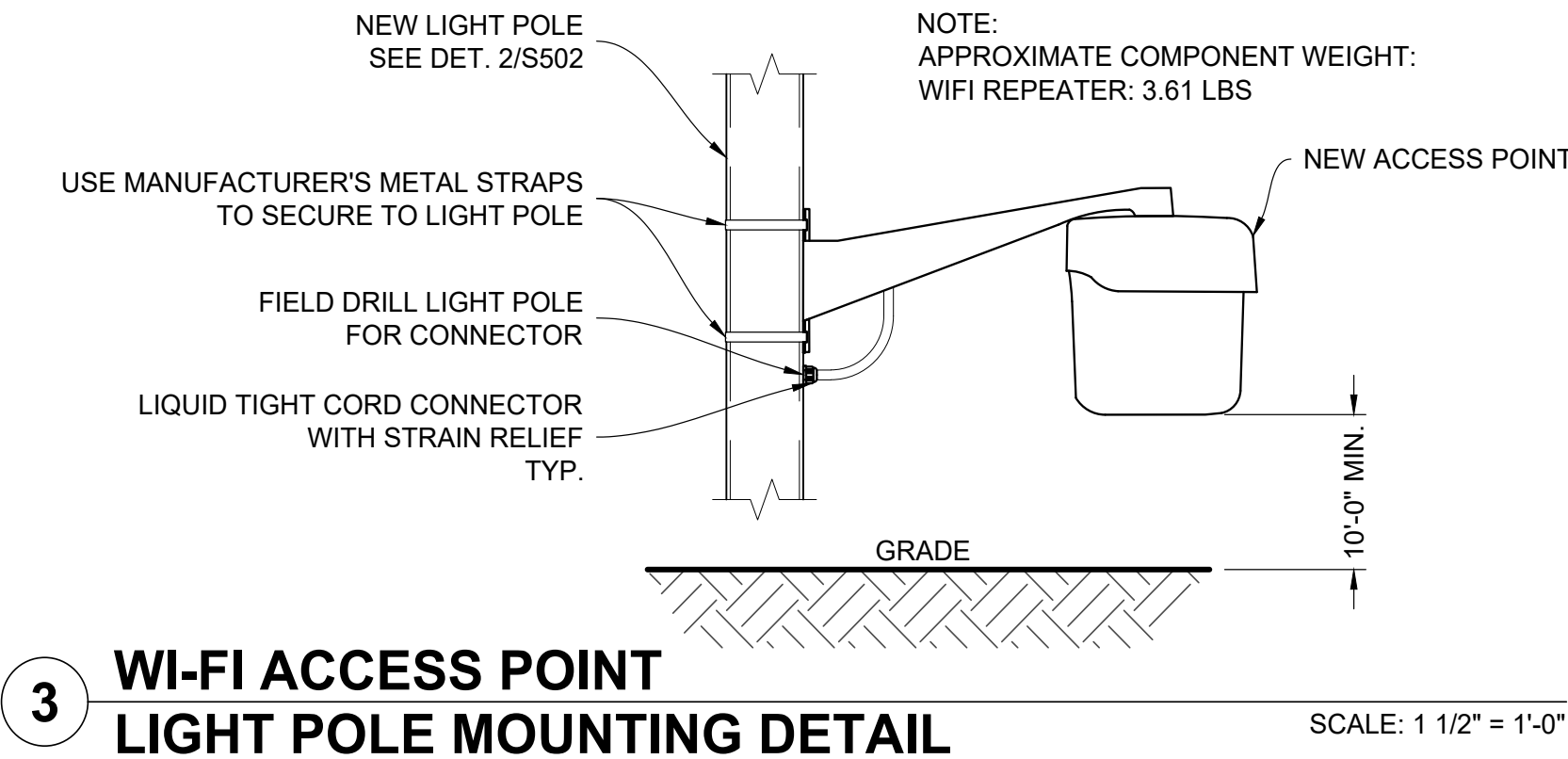
4255 PARK ROAD
BENICIA, CA 94510

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

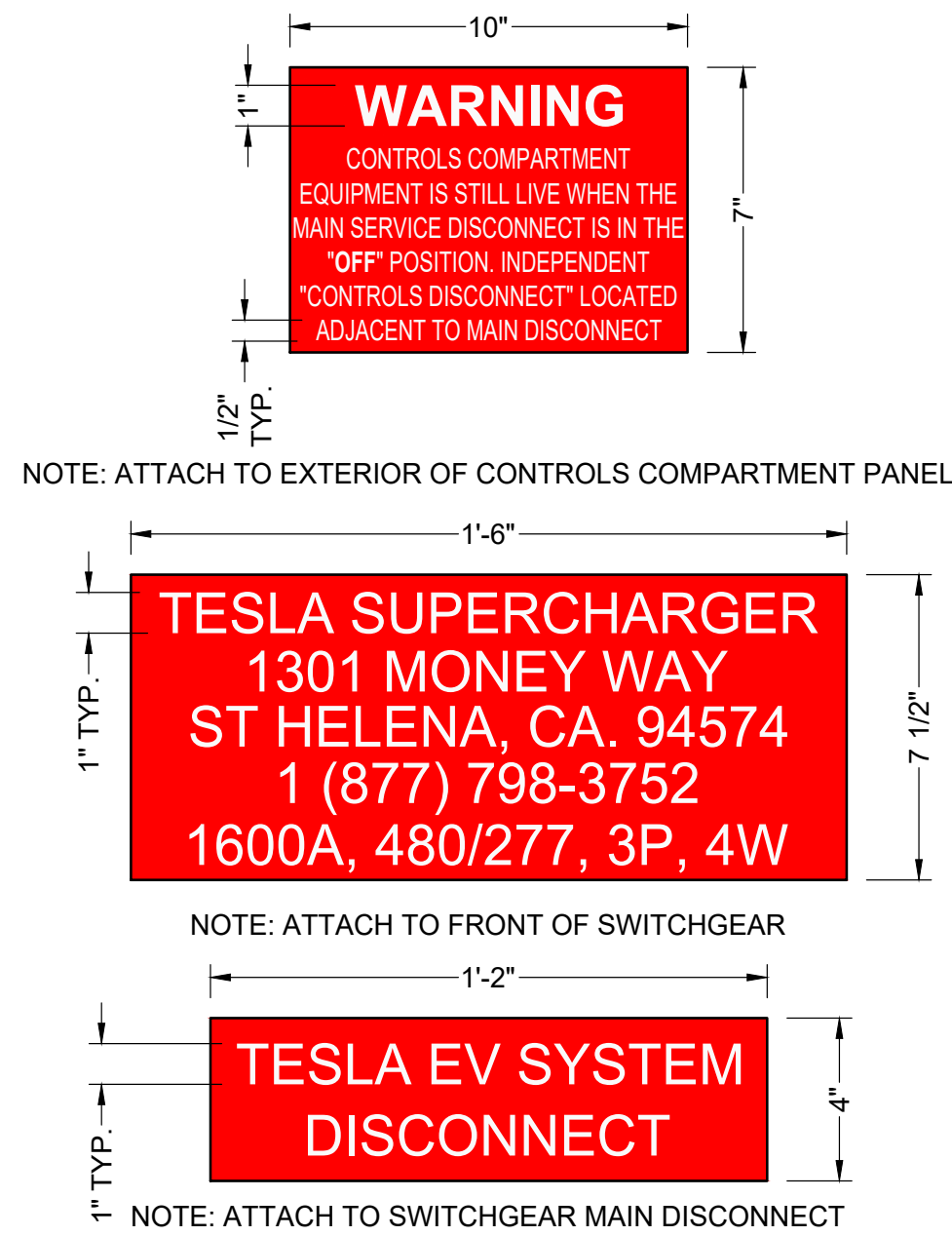
STRUCTURAL DETAIL

REVISIONS	No.	DESCRIPTION	DATE		
	A	CD50. FOR REVIEW	07-19-24		
	B	LAYOUT REVISION	08-09-24		
	C	LAYOUT REVISION	08-15-24		
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S501



		3500 DEER CREEK RD. PALO ALTO, CA 94304																													
		4255 PARK ROAD BENICIA, CA 94510																													
TESLA SUPERCHARGER, 1301 MONEY WAY ST HELENA, CA. 94574 (12) SUPERCHARGERS		STRUCTURAL DETAIL																													
<table><tr><td colspan="2">REVISIONS</td><td></td><td></td></tr><tr><td>No.</td><td>DESCRIPTION</td><td>DATE</td><td></td></tr><tr><td>A</td><td>CD50, FOR REVIEW</td><td>07-19-24</td><td></td></tr><tr><td>B</td><td>LAYOUT REVISION</td><td>08-09-24</td><td></td></tr><tr><td>C</td><td>LAYOUT REVISION</td><td>08-15-24</td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>				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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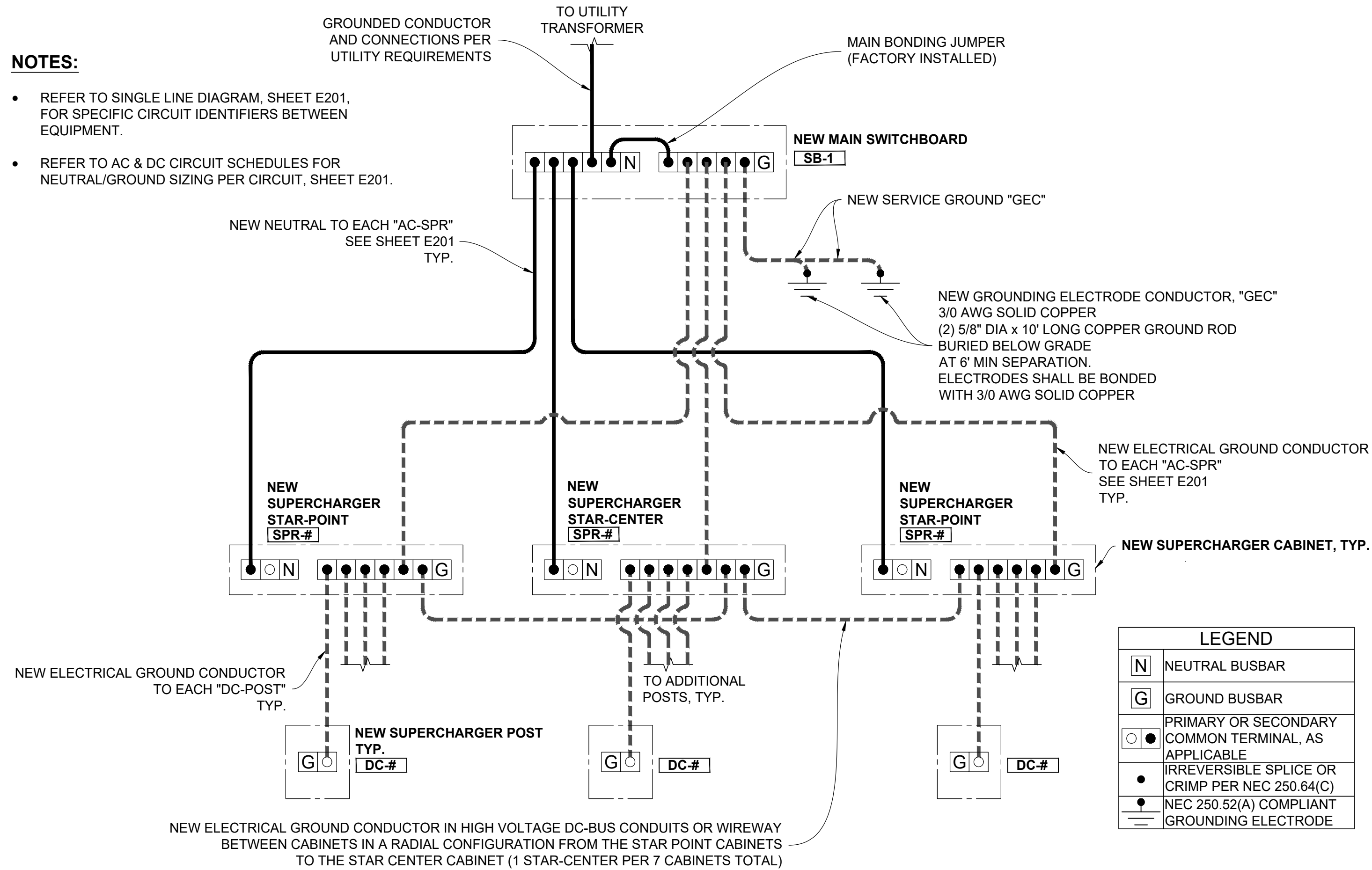


- PLACARD NOTES:

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



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 CONFIGURATION.

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

** ESTIMATED LENGTH OF AC 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

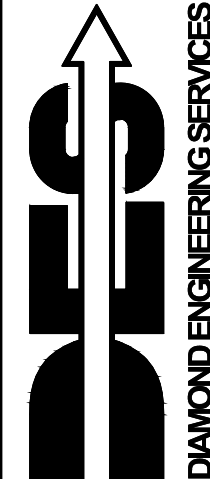
MAIN SWITCHBOARD SB-1, MCB 1600A ZPOWER			
		PHASE	GROUND
DESIGNATION	FRAME AMPS	1,600	1,600
	AIC KA	65	65
FRAME	MFR	EATON	
	TYPE MODEL	MPN-616	MPN-616
TRIP UNIT	SENSOR AMPS	1,600	1,600
	PLUG AMPS	1,600	1,600
	DESCRIPTION	LSI, 1600AF, 200-1600AP	GF, 800-8000AF
	TYPE/MODEL	MAGNUM PXR 20	MAGNUM PXR 20
	LONG DELAY PICKUP (t_1)	1 (1600A)	
	LONG DELAY TIME (t_2)	24s	
TRIP UNIT SETTINGS (1600A TRIP)	SHORT DELAY PICKUP (I_{2s})	2.5 (4000A)	
	SHORT DELAY TIME ($t^{(2)}$)	0.1s	
	INSTANTANEOUS PICKUP (I_1)	6 (9600A)	
	GROUND FAULT PICKUP (I_g)		0.75 (1200A)
	GROUND FAULT DELAY TIME (t_g)		0.5s

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

2 BREAKER SETTINGS

4 AC & DC ESTIMATED LENGTHS

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PALO ALTO, CA 94304



**4255 PARK ROAD
BENICIA, CA 94510**

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

ELECTRICAL DETAILS

REVISIONS			DATE
No.	DESCRIPTION		
A	CDSO. 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
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E202

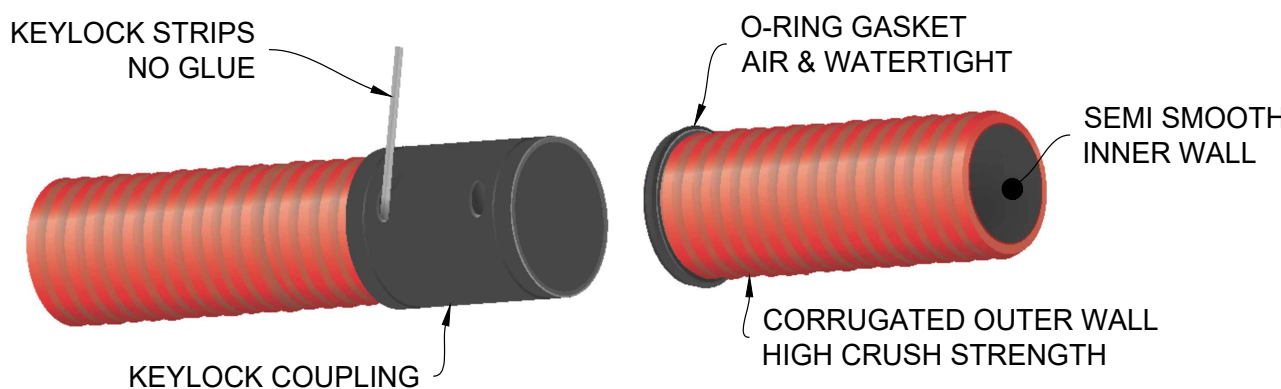
TRENCHING NOTES:

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.

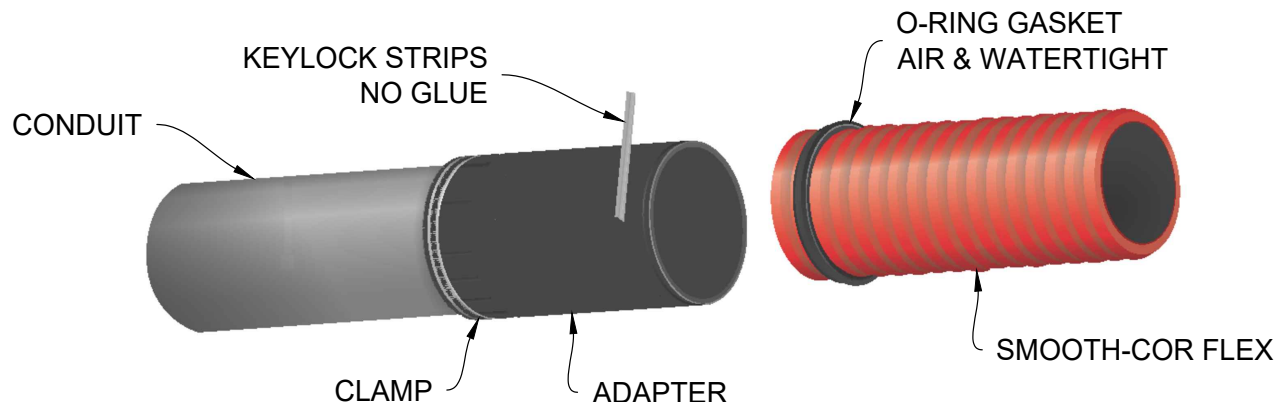
NOTE:

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

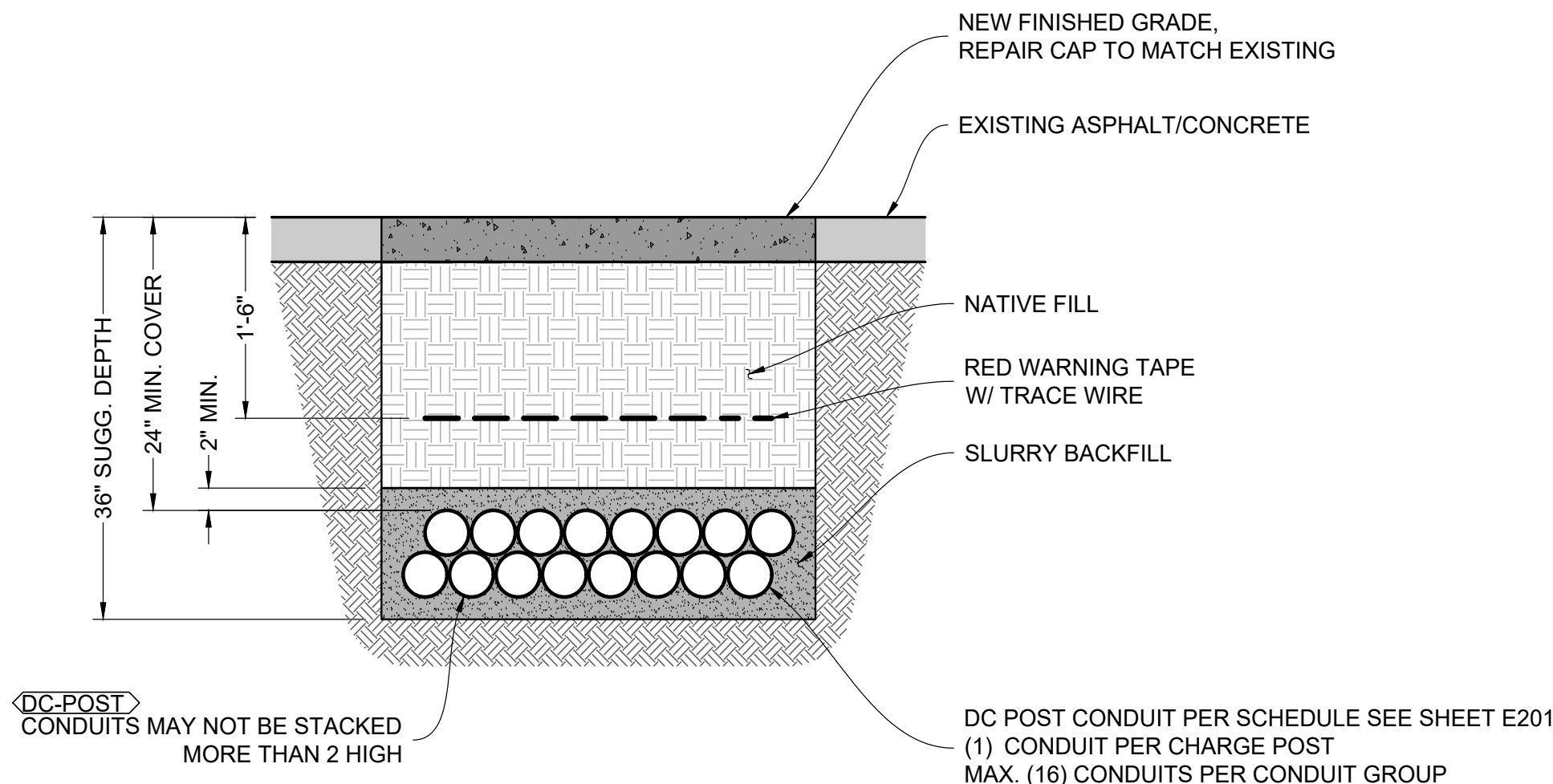


DURALINE SMOOTH-COR FLEX TO HDPE, PVC, THREADED GALVANIZED STEEL



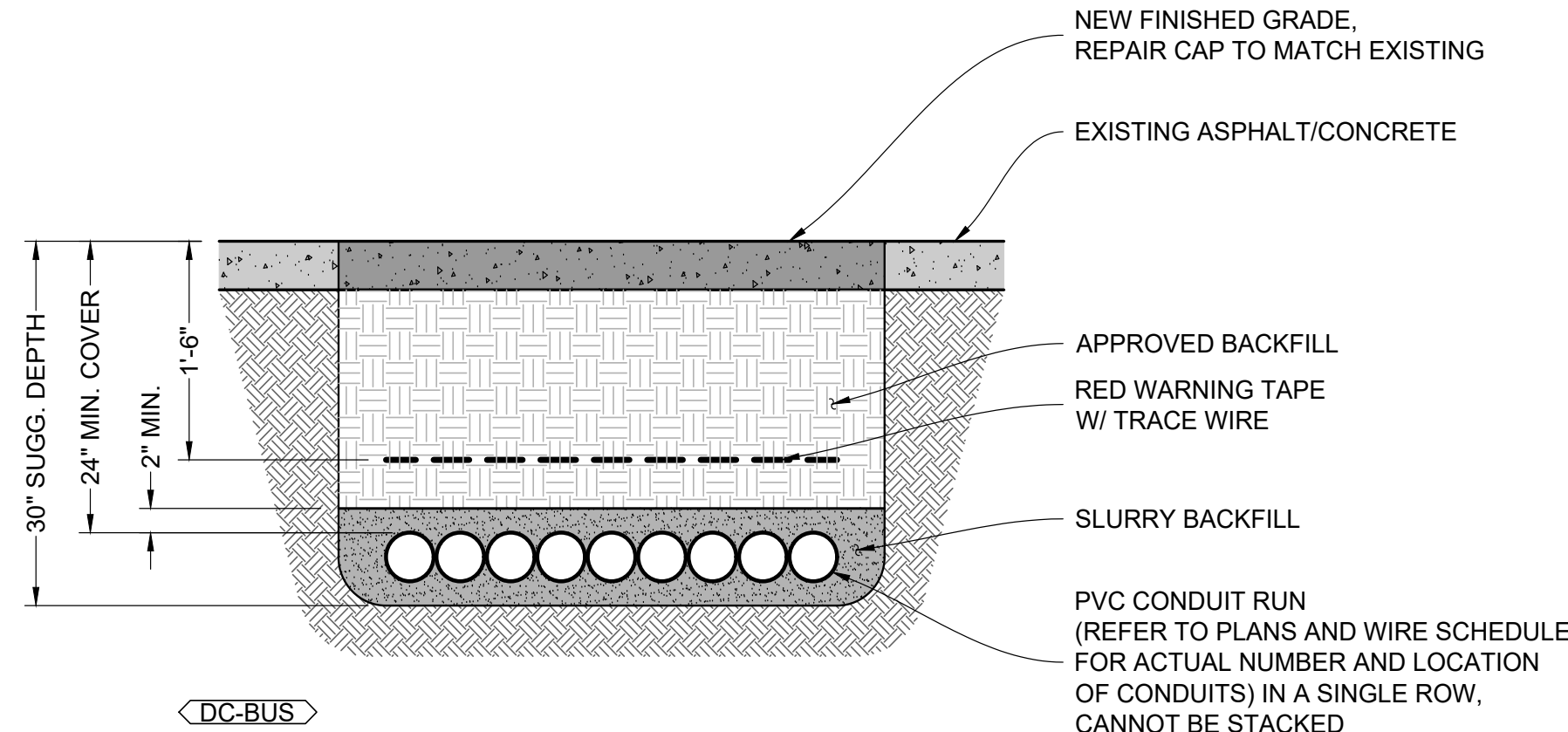
4 DURALINE SMOOTH-COR FLEX CONDUIT

SCALE: NONE



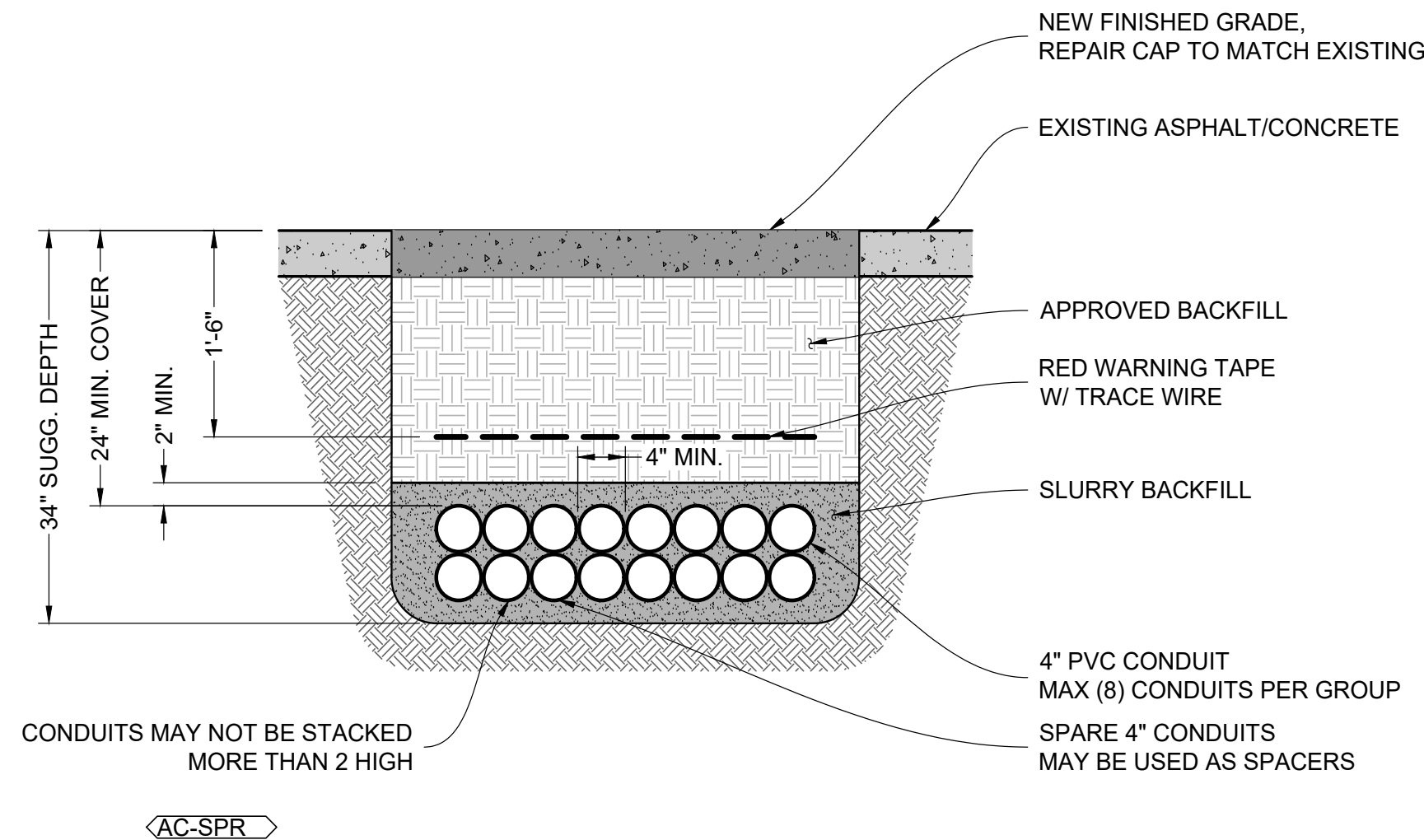
1 "DC-POST" CIRCUITS TRENCH - RHO 60 16 CONDUITS OR LESS

SCALE: NONE



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

SCALE: NONE

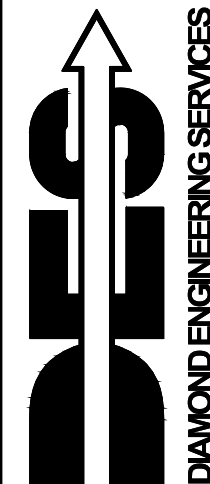


3 "AC-SPR" CIRCUITS TRENCH - MAX RHO 90

SCALE: NONE



3500 DEER CREEK RD.
PALO ALTO, CA 94304



4255 PARK ROAD
BENICIA, CA 94510

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

TRENCH DETAILS

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

E501

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

DC Fast Charging



CCS1



NACS
(Tesla)



CHAdeMO



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



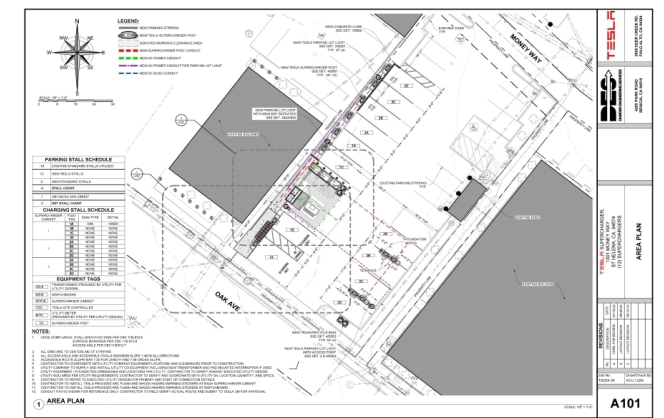
Current vs. Future Configuration

- ▶ 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)

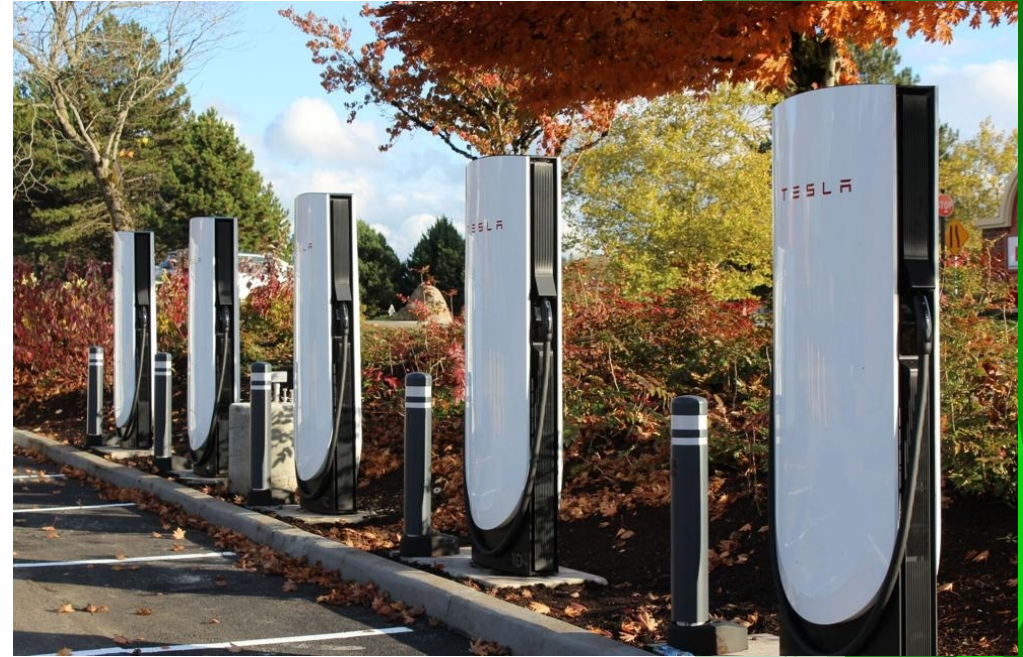


Oak Avenue / Money Way Lot

- ▶ 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:

ATTEST:

Paul Dohring, Mayor

Cindy Tzaopoulos, City Clerk

Cindy Tzaopoulos

From: Jeff Farmer <jfarmer@seedgrain.com>
Sent: Friday, December 6, 2024 7:55 AM
To: Cindy Tzaopoulos
Subject: [External] Dec 10th council meeting, item 10.7

Honorable Mayor and City Council Members,

I see that the goal of more EV parking spaces is too attract well-to-do tourists to our town. But having twelve such places in that small parking lot is excessive.

I think the city should pursue public/private agreements with parking lot owners in town such as the Sunshine lot, Safeway lot and the lot behind Safeway. These are much bigger and will minimize the loss of traditional parking spaces in town.

But if you must go with this restrict the exclusive use of these spaces to the weekends when the tourists arrive.

Thank you,

Jeff Farmer
Tainter St.
St. Helena

Dear Mayor and Council,

December 6, 2024

I am a little amazed that this item is now back for a third time, almost entirely in the same place it was the first time around. I realize I am just a single voice, but again, with my business located directly adjacent to this *public* parking lot I have a unique day to day view that nearly nobody else has, including each of you. I provided you with a 'parking study' back in November, which I have again included. I apologize for not doing an additional study from the time of the last CC meeting, but have had a lot of other things going on, but I can assure you that visually, there have not been any noticeable differences from my original study.

12 (really, 14) spaces is just absurd and more than we need at this time, and for the foreseeable future. Plug-in EV's, according to the US Dept. of Energy, of the 36,850,300 registered vehicles in California in 2023, plug-in hybrid and electric vehicles comprised 1,667,300. That is slightly over 4.5%. Here is a link if you need to verify: <https://afdc.energy.gov/vehicle-registration>.

I understand and realize that there are other places to park, but to take away...excuse me, 'restrict' 14 total spaces (50% of the *public* parking lot) is just not right. This is a for-profit company coming in with their own, internal due-diligence telling you that this makes sense. What has The City done for their own, verifiable due-diligence on this? I saw the parking analysis that DKS from Oakland submitted on October 17, 2024 at a cost of \$36,250. I don't know if you actually looked at it, but it's very apparent that they are not from here. For starters, they included the private parking lot directly adjacent to the Money Way lot as a public lot. I know this because it is our businesses parking as well as a couple other businesses. They identified 77 total off-street public parking spaces. If you take out the 24 private spaces where our business is located, that drops you down to 53 public lot spaces. Then, you take out the library spaces, because literally nobody except for library staff and patrons park there, in part because of proximity, and you take out the 13 spaces at the Parks & Rec facility, because proximity says nobody will park there and the city is actively working on selling that property, you are left with 28 off-street spaces that you want to restrict half of to a private, for-profit company that has the ability to charge about 4.5% of the registered vehicles in this state.

The DKS Parking Study, where to start...pages 9 & 11 show both weekend midday and weekday midday for Lot #1 (the subject lot) show 40%-45% usage, but that number is flawed in its foundational value. Our lot has been underutilized since the Oak Avenue Catering fire on June 5th. The studies were done on June 26 and 29. Aside from mine and my dad's vehicles, and 1-3 other tenant vehicles during the week, and between 0-3 tenant vehicles on the weekend, this puts the subject lot usage closer to a 75% threshold, which is more consistent with my study numbers.

In regards to the enforcement aspect to the charging spaces, if the Council does indeed approve this item, does Tesla have legal recourse, or is there a breach of contract if non-EV's are occupying those spaces? I don't see anything concrete regarding that other than "EV parking only is enforceable when posted (CA Code)" mentioned in the Staff report.

The City is getting essentially zero money out of this deal and restricting 12 public parking spaces, and eliminating 2 additional public parking spaces for Tesla infrastructure for a base term of TEN years.

I don't have a real horse in this race. We have our own parking for our business. But, what I fairly confident of, is if they build it, they will not come. If you vote to approve as it is now, over the minimum contracted period of 10 years, you will see a partially barren wasteland that half of this parking lot will be. Occupied occasionally, yes. But, 50-120 electric vehicles per day? Let's get real...it isn't going to happen. Shelve this idea until The City and Tesla can come to more reasonable and realistic terms.

I am very much in favor of this idea in principle, but very much not at the proposed size, scope, and terms.

Respectfully,

Chris "Howdy" Fowler

Alan's St. Helena
1310 Oak Avenue
Saint Helena, CA 94574

707.963.9294
Chris@AlansSaintHelena.com

Money Way Parking Numbers							
<u>Date</u>	<u>Time</u>	<u>Total Cars</u>	<u>Gas Cars</u>	<u>Total EV's</u>	<u>Tesla's</u>	<u>Ev's @ Chargers</u>	<u>Known Employee Cars</u>
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

Downtown Specific Plan

St. Helena Downtown Specific Plan
BUDGET BY TASK

	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	TASK TOTAL	A	B	C	TOTAL ALL	Task 5.1	
		Project Commencement / Administration	Existing Conditions and Initial Outreach	Concept Plan Alternatives	Specific Plan	Hearings and Adoption (not incl. Environmental Review)		Parking Study	Traffic Study	Market and Fiscal Study		TOTAL ALL	EIR Addendum
Dyett & Bhatia													
Rajeev Bhatia, Principal-in-Charge	\$ 255	15,300	14,280	12,240	17,850	3,060	62,730	1,530	1,530	1,530	67,320	5,100	
Andrew Hill, Participating Principal	245	2,940	7,350	3,920	7,350	1,470	23,030	-	-	-	23,030	14,700	
Helen Pierson, Associate	155	4,650	6,200	4,960	17,050	1,240	34,100	-	-	-	34,100	1,240	
Clare Kucera, Associate	155	-	-	-	2,480	-	2,480	-	-	-	2,480	9,300	
Karen Chavez, Planner	145	-	3,480	-	-	-	3,480	-	-	-	3,480	7,540	
Devaki Handa, Urban Designer/Planner	145	-	4,640	7,250	15,950	-	27,840	-	-	-	27,840	-	
GIS Specialist	155	-	9,300	6,200	13,020	2,480	31,000	-	-	-	31,000	3,720	
Web Design/Project Assistant	100	6,000	2,400	2,400	4,000	1,600	16,400	-	-	-	16,400	3,600	
Direct Costs		120	1,200	1,200	1,400	1,400	5,320	-	-	-	5,320	-	
Sub-total		29,010	48,850	38,170	79,100	11,250	206,380	1,530	1,530	1,530	210,970	45,200	
DKS Associates													
T. Klim, Principal	\$ 325							650	650	-	1,300	650	
E. Vaca, Project Manager	260	7,280	-	-	-	-	7,280	4,680	3,120	-	15,080	3,640	
D. Block, Sr. Engineer	250	-	-	-	-	-	-	750	750	-	1,500	3,000	
S. Carney, Project Engineer	195	-	-	-	-	-	-	780	2,730	-	3,510	780	
A. Haag, Associate Engineer	205	-	-	-	-	-	-	3,280	4,920	-	8,200	4,510	
J. Heald, Sr. Design Engineer	315	-	-	-	-	-	-	630	-	-	630	-	
B. Cruz, Onst Estimator	220	-	-	-	-	-	-	1,760	-	-	1,760	-	
Assistant Engineer	190	-	-	-	-	-	-	7,220	7,220	-	14,440	3,420	
Assistant Planner	175	-	-	-	-	-	-	3,500	8,400	-	11,900	2,100	
Project Coordinator/Admin	115	115	-	-	-	-	115	-	-	-	115	-	
Direct Costs								13,000			13,000		
Sub-total		7,395	-	-	-	-	7,395	36,250	27,790	-	71,435	18,100	
Economic & Planning Systems													
Jason Moody	\$ 340	1,360	680	680	14,960	1,360	19,040	-	-	8,840	27,880	-	
Megan Gregory	205	820	410	410	2,050	205	3,895	-	-	13,120	17,015	-	
Direct Costs		50	50	50			150			100	250		
Sub-total		2,230	1,140	1,140	17,010	1,565	23,085	-	-	22,060	45,145		
Bottomley Design & Planning													
Terence Bottomley, Principal	\$ 230	-	2,760	5,520	7,360	-	15,640						
Claire Vlach, Associate	130	-	3,120	6,240	3,640	-	13,000						
Ritu Goel, Associate	120	-	1,440	2,880	2,400	-	6,720						
Sub-Total		-	7,320	14,640	13,400	-	35,360				35,360		
West Yost													
Doug Moore, Project Manager	\$ 351	702	351	702	351	-	2,106						
Melissa Duffy, Stormwater	286	286	1,716	1,144	2,288	-	5,434						
Patrick Johnston, Sewer and Potable Wa	302	302	2,416	2,416	4,228	-	9,362						
Staff Engineer II	205	410	1,640	4,100	8,610	-	14,760						
Manny Jimenez, GIS Technician	160	-	640	640	1,280	-	2,560						
Elizabeth Drayer, Water Supply	355	355	710	710	2,840	-	4,615						
Administrative II	121	-	484	242	484	-	1,210						
Sub-total		\$ 2,055	\$ 7,957	\$ 9,954	\$ 20,081	\$ -	\$ 40,047				\$ 40,047		
TOTAL		\$ 40,690	\$ 65,267	\$ 63,904	\$ 129,591	\$ 12,815	\$ 312,267	\$ 37,780	\$ 29,320	\$ 23,590	\$ 402,957	\$ 63,300	

Total, incl. EIR Addendum \$ 466,257

Optional Tasks	
25 Additional Weekly Project Management Meetings	\$ 6,500
Wayfinding Program Recommendations	\$ 5,000
Streetscape Recommendations for Oak, Adams, and Railroad	\$ 5,000
"Before and After" Simulations (3)	\$ 9,000
Traffic Counts for 13 Intersections	\$ 7,260
Contingency	\$ 983
Total w/ Optional Items and Contingency	\$ 500,000

Optional Focus EIR (not included in above) \$ 52,000

From: [Christopher J Warner](#)
To: [Cindy Tzafopoulos](#); [Erika Opp](#)
Cc: [Ethan Walsh](#); [Anil Comelo](#); [Andrew Bradley](#); [Paul Dohring](#); [Anna Chouteau](#)
Subject: Re: [External] Chris Warner Comments on Tesla License Agreement, Consent Agenda Item 10.7, St. Helena City Council Meeting, Dec. 10, 2024
Date: Sunday, December 8, 2024 9:53:42 AM
Attachments: [Comments of Christopher Warner Tesla License Agreement Consent Agenda 10.7 Dec 10 2024 St Helena City Council Meeting.pdf](#)

Cindy,

Please use this one for the public, on-line and hearing version; corrected a couple typos.

Thank you!

,
Chris

On Sat, Dec 7, 2024 at 5:41 PM Christopher J Warner <chrisjwarner52@gmail.com> wrote:
Section 1 of the comments has a non-substantive typo: "Oak Street" should be "Oak Avenue." Thank you!

Chris

On Sat, Dec 7, 2024 at 5:34 PM Christopher J Warner <chrisjwarner52@gmail.com> wrote:
Cindy, et al-

Here are my comments on Consent Agenda Item 10.7, Tesla License Agreement, Dec. 10, 2024 City Council Meeting. Please include in the public record and make available to the public and Council members and appropriate staff asap.

Also, I request that Consent Agenda Item 10.7 be removed from the consent agenda and subject to public hearings or otherwise deferred until the Council has addressed my comments.

Thank you!

Chris Warner
1434 Grayson Avenue
415-309-9572
chrisjwarner52@gmail.com

Comments of Christopher Warner
City of St. Helena City Council Consent Agenda Item 10.7
Tesla Supercharger License Agreement
December 10, 2024

The sole-source, 10-year monopoly private for-profit Tesla Supercharger license agreement should be rejected, because Tesla has refused to negotiate reasonable terms and conditions as requested by City Council and by members of the public, including minimal terms and conditions to protect the City and the public such as (1) reducng the size of the charging spaces from 12 to no more than 8; and (2) confirming that the Supercharger parking spaces may be used by the general public when not in use by Tesla electric vehicle charging customers.

In addition to comments by the public and myself already in the public record, here are additional facts, evidence and legal points that require the Council to reject the proposed Tesla license agreement unless amended. The Council instead should direct staff to “go back to the drawing board” and initiate a formal competitive solicitation of electric vehicle fast charging services from the multiple reliable providers of fast charging services, including the new fast charging provider Ionna which is a joint EV charging venture consisting of 8 global and domestic auto manufacturers other than Tesla.¹ See [IONNA | Juicin' Up North America One Rechargery at a Time](#) .

1. Using a simple, conservative calculation of parking revenues and value, the cost to the City of giving Tesla the private for-profit use of **14 existing off-street public spaces in the Oak Avenue lot for 10 years is at least \$605,000- \$756,000 in value and cost.** The sole-source procurement of the Tesla license agreement violates St. Helena Municipal Code 3.04.100(C), which requires formal competitive procurement of any agreement that would cost the City more than \$25,000.² In addition, the Tesla license agreement likely would violate the prohibition on gift of public funds and assets under Article XVI, Section 6 of the California Constitution. **See calculation of parking space cost and valuation at Attachment 1.**
2. A survey of local operating Tesla Supercharger stations in Napa, San Anselmo and San Rafael shows that **even Tesla chargers limited in configuration to 8 rather than 12 chargers are significantly under-used** at peak traffic and shopping times, and available capacity is not constrained. Any claim by Tesla to the contrary is false. **See survey photos and results at Attachment 2.**
3. **Tesla has entered into numerous licenses for 8-space Supercharger Stations with the right of the city to allow alternative uses and to terminate the license within 5 years.**³ In addition, the Tesla Supercharger license agreement is a license, not a municipal ordinance, and therefore public use of the Tesla charging station stalls for other than EV charging is not subject to City of St. Helena municipal law or prohibition. Moreover, use of the Tesla charging station stalls during the 80+ percent of time not in use for EV charging as forecast by Tesla itself and by

¹ Ionna’s partners include GM, Toyota, Honda, BMW, Mercedes-Benz, Hyundai, Kia and Stellantis.

² Violations of the City’s procurement requirements are subject to appeal to the City Council in accordance with the appeal provisions of Chapter 1.16 of the St. Helena Municipal Code.

³ See, e.g., City of West Hollywood-Tesla Supercharger Agreement, at https://www.dropbox.com/scl/fi/s9xx5o95drbokxp5gyym/5.A._.ATTACHMENT_A.pdf?rlkey=wkt2hfz7dkdxlfjq11okg6o9l&dl=0 and excerpts at Attachment 4.

national fast charging utilization data means that such use by non-EV drivers would not constitute a material breach of the license agreement.

4. The staff presentation in support of the claim that eliminating 14 off-street public parking spaces in the Oak Avenue lot will not significantly affect the availability of off-street parking in the City is ***based on a parking study memo that apparently contains false data asserting that 77 off-street public parking spaces are available in the City, including 24 spaces in a lot immediately north and adjacent to the Oak Avenue lot. As indicated by the comments of Chris Fowler, this is false—in fact, the 24 spaces are private spaces according to Fowler, not available to the public for off-street parking.*** This makes the adverse impacts of the Tesla license agreement on off-street public parking even more egregious than previously pointed out in the record.
5. ***Public comments on the Tesla license agreement on Next Door indicate significant opposition to the license agreement and to the loss of off-street parking spaces.*** This opposition is in addition to the formal comments in the record, including public record comments from a prominent local business leader and the personal comments of the Chair of the City's Active Transportation & Sustainability Committee opposing the license agreement unless significantly amended. **See Attachment 3, link to and sample of public comments on Next Door.**
6. A new issue not evaluated by the Council or City staff is the ***adverse impact of eliminating 14 of the Oak Avenue public parking spaces on members of the public and community with mobility limitations.*** "Mobility-limited" does not necessarily include disabled or handicapped persons, but does include members of the community and public who have limited distances they can walk to reach stores and other providers of essential services, such as retail establishments on Main Street. The Oak Avenue public parking lot is the only parking lot with convenient and reasonable access by mobility-limited persons to Main Street shops and services. ***Eliminating 14 of the public parking spaces in the Oak Avenue lot would have severe and detrimental impacts on access by these mobility-limited members of the public and St. Helena community.***

For all these reasons as well as Tesla's continued refusal to negotiate in good faith on the proposed license agreement, the City Council should reject the proposed Tesla license agreement and conduct a formal competitive solicitation for EV fast charging services from multiple providers in addition to Tesla.

Christopher J. Warner
 1434 Grayson Avenue
 415-309-9572
Chrisjwarner52@gmail.com
 December 7, 2024

Attachment 1
Calculation of Cost and Loss of Value of Eliminating 14 Public Parking Spaces
under Tesla License Agreement

Assumptions

Parking spaces eliminated: 14

Parking revenue per parking space: \$1.50 per hour (Reference: Santa Rosa parking meters)

Parking hours: 9 am to 9 pm – 12 hours

Days per year: 6 days a week, 50 weeks a year, 10 years

Parking percentages affected: 80 to 100 percent (Reference: Tesla forecast that chargers will be unused at least 80 percent of the time)

Compensation to City: Zero

Value/Cost to City

$14 \times \$1.50 \times 12 \text{ hours} \times 6 \text{ days} \times 50 \text{ weeks} \times 10 \text{ years} \times 1.0/0.8 =$

\$604,800 - \$756,000 cost to City based on valuation of parking spaces and potential lost revenue⁴

⁴ Even if the City chose to only value the parking revenues from weekend use of the 14 spaces, the value and costs would be over \$252,000, an order of magnitude over the amount required for formal competitive procurement.

Attachment 2
Survey Photos of Usage at Existing Local Tesla Supercharger Stations
December 6- 7, 2024

San Anselmo Red Hill Charging Station (8 Chargers), Peak Shopping Time,
1:30 pm, Friday, December 6, 2024
Result: 0 of 8 Chargers In Use

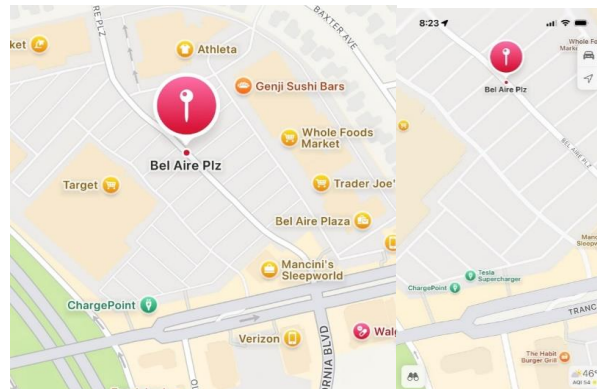


San Rafael Third Street Whole Foods Parking Lot Charging Station (8 Chargers)
Peak Shopping Time, 2 pm Friday, December 6, 2024
Result: 6 of 8 Chargers in Use



Bel Aire Shopping Center Off Trancas Street, City of Napa
12 Chargers

Peak Shopping Time, 3 pm, Friday, December 6, 2024; 1:15 pm, Saturday, December 7, 2024
Result: 5 of 12 Chargers in Use



City of St. Helena Oak Avenue Parking Lot
4 Chargers
Peak Holiday Shopping Time, 2 pm, Saturday, December 7, 2024
Result: 1 of 4 Chargers in Use



Attachment 3
Next Door Public Comments on Tesla License Agreement

Link:

https://nextdoor.com/p/CR8C9x8QyK5s?utm_source=share&slp=&share_platform=10&extras=MTg5NzUzMDY%3D&utm_campaign=1733596549696

Sample Comments:

“Old folks that can’t find a spot will just have to walk longer!!”

“This is not a good idea. Already, the lot is full and most electric car dedicated spaces are empty. Why are they trying to eliminate so much downtown parking? This is killing the vitality of Main Street as a shopping district.”

“Since we first had this discussion several months ago I check this lot nearly every day. I have never seen more than one EV there, the rest of the lot is full or has one or two spaces left.”

“The EV spots are rarely used. We don’t need 12 EV spots in that lot. This is ridiculous.”

“Yes EV spots are hardly used. Their staff report, with the agenda, reads like we have plenty of parking in the downtown district. Hum! I go round and round looking. That’s not plenty! The lot allows you to park and not get ran over with Hwy 29 traffic parallel parking! Downtown vendors may be hurt.”

“When we had our space next to sunshine we had 30 odd spaces with our lease but most times at weekends we could not find spaces for our students as everyone thinks it is public parking. People also leave there cars there while commuting. If the lease holders were to enforce there rights to the private spots the city would be in a huge mess. Shops and restaurants would lose business as the city does not have enough parking for customers. It is a ticking time bomb. It is only the kindness of the lease holders that this has not blow up yet.”

Attachment 4
Excerpt from City of West Hollywood-Tesla Agreement
Allowing Non-EV Use of Tesla Supercharger Parking Space

13. CITY COVENANTS: City represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease or other commitment by which City is bound. City shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 12. City agrees to notify Tesla within a commercially reasonable time if (a) it has knowledge of third parties impairing or misusing the Supercharger Station, or (b) it obtains knowledge of a needed repair to the Supercharger Station. ***If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the Parties shall reasonably cooperate to allow Tesla to implement an appropriate and effective strategy for preventing such impairment at Tesla's sole cost, which may include, without limitation, alternative signage and painted asphalt.*** Nothing herein precludes the City from enforcing parking restrictions, including ticketing for violations and towing enforcement, in the Premises.

From: [Christopher J Warner](#)
To: [Cindy Tzafopoulos](#); [Erika Opp](#); [Ethan Walsh](#)
Subject: [External] Dec. 10 2024 City Council Meeting - Consent Agenda Item 10.7 Tesla Licensing Agreement - Materials for Public Record
Date: Sunday, December 8, 2024 11:56:59 AM
Attachments: [5.A. - ATTACHMENT A.pdf](#)
[National Charger DCFC Utilization 16 to 17 Percent.pdf](#)
[can-public-ev-fast-charging-stations-be-profitable-in-the-united-states.pdf](#)

Cindy, et al-

For the convenience of the public record and access by staff and Council members, here are some documentary materials that support my comments and that I request be included in the public record for Consent Agenda Item 10.7 - Tesla Licensing Agreement on the Dec 10, 2024 City Council Meeting agenda.

These documents include:

1. City of West Hollywood-Tesla EV Charger Agreement
2. Fast EV Charger National Utilization Rate
3. McKinsey and Co. Study on Profitability of EV Fast Charger Stations

Thx!

Chris
415-309-9572

ATTACHMENT A
SUPERCHARGER AGREEMENT

SUPERCHARGER AGREEMENT

This Supercharger Agreement (this “**Agreement**”) is effective as of the date last signed below by and between The City of West Hollywood, a municipal corporation (“**City**”), and Tesla, Inc., a Delaware corporation (“**Tesla**”). Tesla and City are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The use of electric vehicles has a direct impact on reducing greenhouse gas (“GHG”) emissions. The implementation of electric vehicle (“EV”) charging measures is a vital component to meeting the sustainability goals of the City’s General Plan and Climate Action Plan since they create a reliable and accessible network of resources that encourage the ownership or leasing of EVs as well as multimodal options in the Southern California region;

B. There is significant demand from residents, visitors, and other community members for fast EV charging services in West Hollywood but only a very limited supply of these services in the region and none within City public facilities;

C. The City desires to enter into this Agreement with Tesla whereby Tesla will install a Supercharger Station (as defined below) at the Property (as defined below) at no cost to the City (except as more specifically detailed below) in exchange for the City providing Tesla with parking spaces that will be converted into eight reserved parking spaces for electric vehicle charging at the Property, all as more particularly set forth below. Certain components of the Supercharger Station to be installed by Tesla may also be utilized by the City to provide non-Tesla chargers at other locations on the Property, creating more comprehensive EV charging offerings at the Property.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **PREMISES AND NON-EXCLUSIVITY:** City hereby grants to Tesla a license to use and access eight (8) parking spaces, up to five (5) feet of additional parking width to provide disability access, and approximately 200-400 square feet of space for equipment, all as depicted on Exhibit A attached hereto (the “**Premises**”), in order to build a Supercharger Station (as defined in Exhibit B), subject to the terms of this Agreement. The Premises are located on the property commonly known as the Sunset Lot, located at 8759-8775 Sunset Blvd, West Hollywood, CA 90069 (the “**Property**”). The parking spaces within the Premises shall not be outfitted with non-Tesla charging equipment and the City shall not license, lease or commit the same during the Term (as defined below); provided, however, nothing herein shall prevent the City from installing, or entering into another agreement with a third-party electric vehicle service provider to install, non-Tesla charging equipment elsewhere on the Property, provided, further, however that certain equipment to be installed by Tesla as part of Tesla’s Work (as defined below) may be utilized by the City or such third-party electric vehicle service provider for such third-party electric vehicle charging equipment, as more particularly set forth in this Agreement.
2. **FOOTPRINT:** Within the Premises, a total of eight (8) parking spaces shall be outfitted with Superchargers (as defined in Exhibit B) to serve as dedicated electric vehicle charging stalls for vehicles compatible with Tesla technology (“**Dedicated Stalls**”) for the term of this Agreement.

3. **CONSTRUCTION AND ALTERATIONS:**

- a. Tesla shall, at its sole cost and in compliance with all applicable laws, make alterations to the Premises and the Property and construct the Supercharger Station which shall consist of the Infrastructure and Trade Fixtures (each as further described and defined in Exhibit B) ("**Tesla's Work**"). As part of Tesla's Work and as more particularly set forth in the Approved Plans (as defined below) and **Exhibit C**, Tesla shall, at its sole cost, construct the Supercharger Station so that City may install its own Direct Current Fast Charging station (as further defined in Exhibit C).
 - b. Tesla acknowledges that Tesla's Work shall only begin after: (a) City has approved the plans and specifications, including equipment locations (the "**Approved Plans**"); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies. Any alterations to the Approved Plans or Supercharger Station shall be approved in advance by City. City's approval of the plans and specifications, and of any alterations to the Approved Plans or Supercharger Station, may be by e-mail and shall not be unreasonably withheld, conditioned, or delayed. Tesla shall, at its own expense, promptly repair any damage to the Property caused by Tesla, its agents, contractors and employees while performing Tesla's Work.
 - c. As part of a preconstruction meeting with the City, Tesla shall provide City with an estimated planned schedule to complete Tesla's Work, to be approved in advance by City (the "Construction Plan"). The Construction Plan shall include a construction schedule that includes technical details describing the activities taking place on site, including the type of equipment that will be used and the hauling and delivery schedule. All work is to be completed only during permissible construction hours set out in the West Hollywood Municipal Code.
4. **POSSESSION DATE:** The first date that Tesla may enter the Premises and Property to begin Tesla's Work is the first business day after: (1) Tesla has obtained all required permits and approvals; and (2) Tesla and the City have agreed on the Approved Plans (the "**Possession Date**").
5. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public for use (the "**Commencement Date**") within one hundred and fifty (150) days following the Possession Date, provided that such time shall be extended to the extent a delay is due to permitting, utility, or other requirements beyond Tesla's control, or is due to Force Majeure (as defined in Section 38). Tesla shall deliver written notice to City promptly following the Commencement Date pursuant to the notice provision of this Agreement to confirm such date for recordkeeping purposes.
6. **TERM:** The initial term of this Agreement shall expire five (5) years from the last day of the month in which the Commencement Date occurs (the "**Initial Term**"). By mutual agreement and consent of both the City and Tesla, this Agreement may be extended for two five-year optional terms after the Initial Term if the parties agree to the extension in writing no later than thirty (30) days prior to the expiration of the Initial Term or optional term, as applicable. Each five-year option term is a "**Renewal Term**" and together with the Initial Term, is hereinafter referred to as the "**Term**", upon the same terms contained in this Agreement, provided that no Event of Default (as defined in Section 16) by Tesla exists at the time of extension. If the parties do not agree to the first renewal term, City shall pay Tesla the amount specified in **Exhibit D** for the month in which the term expires (which amount reflects the unamortized costs to construct the Supercharger Station,

including the costs of Trade Fixtures, Infrastructure and construction) based on straight-line depreciation over a ten (10) year period.

7. **REMOVAL:** Tesla shall, at its sole cost, remove the Trade Fixtures (as defined in Exhibit B, but specifically excluding the switchgear which shall remain in place and become the property of the City) promptly following expiration or termination of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear, or damage by City or condemnation. City agrees that all Trade Fixtures (except the switchgear) and related intellectual property are and shall remain the personal property of Tesla. The Trade Fixtures shall be removed no later than sixty (60) days following the expiration or termination of this Agreement. Tesla shall coordinate such removal with City, and the City shall reasonably cooperate with Tesla, to minimize disruption to the Property (it being understood by City, however, that any such removal may require that power be shut-off to the City's DCFC and the City will cooperate in good faith with Tesla such that Tesla can remove its Trade Fixtures within the time period required under this Section 7). The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall become the property of City upon termination or expiration of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility). Should Tesla's removal efforts cause any damage to the Infrastructure or to the City's DCFC (Defined in Exhibit C), Tesla shall be responsible for repairing such damage or causing such damage to be repaired.

8. **UTILITIES:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services. Tesla shall arrange and pay the charges to build its own and the City's DCFC meter service and shall arrange to have the utility service for the Supercharger Station and the City's DCFC each separately metered. City shall pay its electricity bills generated by the DCFC directly to the utility. Tesla shall pay its electricity bills generated by the Supercharger Station directly to the utility. City shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was City's gross negligence or intentional misconduct. Notwithstanding anything to the contrary contained in this Agreement, the City shall be solely responsible, at its sole cost and expense, for establishing its own utility account for the City's meter for its DCFC and for arranging for any repair, maintenance, or replacement for such meter.

9. **TAXES:** Tesla understands and acknowledges that the City's grant of non-exclusive use may be subject to property taxation and that Tesla 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. Tesla shall pay without abatement, deduction, or offset any possessory interest taxes levied on or assessed against the Premises, Trade Fixtures, Tesla's equipment which are directly attributable to this Supercharger Agreement or Tesla's use of the Premises, whether belonging, owned or chargeable against the City. Tesla 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 Tesla's non-payment. Notwithstanding the foregoing, Tesla shall, at its sole cost and expense, have the right to challenge the assessment. Tesla shall provide City with proof of payment of such tax.

10. **USE:** Tesla shall use and occupy the Premises during the Term to install, operate and maintain a Supercharger Station, and for any other lawful use approved by City pursuant to the terms of this Agreement ("**Permitted Use**"). Tesla 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. All use of the Premises by Tesla shall comply with applicable codes, laws, and ordinances.
11. **MAINTENANCE:** Tesla shall be responsible for maintaining the Supercharger Station (including repair and replacement of equipment, as necessary, but excluding any equipment belonging to the utility provider) at its sole cost, and City shall have no liability for damage to the Supercharger Station unless caused by City's negligence or intentional misconduct. Tesla and the City agree to coordinate any maintenance to the Trade Fixtures or Infrastructure that will impair the use of the Supercharger Station or the City's DCFC station. Notwithstanding the foregoing, City's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for repaving, restriping, and garbage collection, and City agrees to coordinate such maintenance with Tesla pursuant to Section 12. After review and approval by the City, Tesla may, at its sole cost, install security cameras and other equipment to monitor the Trade Fixtures from off-site. For clarity, Tesla shall not be responsible for any maintenance of the DCFC.
12. **TEMPORARY IMPAIRMENT:** Tesla agrees that City shall have the right to temporarily access and/or temporarily restrict access to a portion of the Premises to perform routine parking lot maintenance, provided that City shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and (c) except in the case of garbage collection or an emergency, City shall provide Tesla at least fifteen (15) days advance written notice stating the date, time, duration and scope of the planned impairment.
13. **CITY COVENANTS:** City represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Use; and (d) this Agreement does not violate any agreement, lease or other commitment by which City is bound. City shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 12. City agrees to notify Tesla within a commercially reasonable time if (a) it has knowledge of third parties impairing or misusing the Supercharger Station, or (b) it obtains knowledge of a needed repair to the Supercharger Station. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the Parties shall reasonably cooperate to allow Tesla to implement an appropriate and effective strategy for preventing such impairment at Tesla's sole cost, which may include, without limitation, alternative signage and painted asphalt. Nothing herein precludes the City from enforcing parking restrictions, including ticketing for violations and towing enforcement, in the Premises.
14. **PAYMENTS TO CITY:** Other than parking fees (or any generally applicable established city fees) charged to all users of the Property, City shall have no right to request or accept payment from Tesla, users of the Supercharger Station or any other third-parties in connection with the Supercharger Station.
15. **SIGNAGE:** Subject to applicable Laws (as defined in Section 41), Tesla shall install signage for the Dedicated Stalls substantially similar to the signage represented in Exhibit B ("**Signage**"). Any

material revisions or additions to the Signage shall be subject to City approval, which shall not be unreasonably withheld, conditioned, or delayed. All signage shall be professionally prepared, installed and maintained at Tesla's expense.

16. **DEFAULT:** Each of the following shall constitute an "**Event of Default**" under this Agreement:
 - A. **Breach:** The failure by either Party to perform or observe any material term or condition of this Agreement 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.
 - B. **Bankruptcy; Insolvency:** The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding is commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and, in the case of actions filed against Tesla, is not discharged within sixty (60) days after the date of commencement.
17. **REMEDIES:** City and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if an Event of Default by the other Party has occurred and is continuing. In addition, if an Event of Default by Tesla has occurred and is continuing, then City, may: (a) continue this Agreement in effect by not terminating Tesla's rights under this Agreement and thereby be entitled to enforce all City's rights and remedies under this Agreement; or (b) terminate this Agreement and require Tesla to remove its Trade Fixtures within sixty (60) calendar days following such termination.
18. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.
19. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate. "**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. Any attempted or purported assignment of this Agreement by Tesla (or any of its rights hereunder) in violation of this **Section 19** shall be a material breach of this Agreement.
20. **INDEMNIFICATION:**

- A. City: Except to the extent a claim arises from any negligence or willful misconduct of a City Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend (with counsel approved by the City and such approval will not be unreasonably withheld) City, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**City 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) Tesla's use of the Premises; (ii) Tesla's breach of this Agreement; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.
 - B. Tesla: Except to the extent a claim arises from any negligence or willful misconduct of a Tesla Indemnified Party, City hereby agrees to indemnify, hold harmless and defend (with counsel approved by Tesla and such approval will not be unreasonably withheld) Tesla, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Tesla 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) City's entry onto the Premises; or (ii) City's breach of this Agreement.
- 21. **LIENS**: Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises.
 - 22. **DESTRUCTION**: Any total destruction of the Premises shall, at City's or Tesla's written election within thirty (30) days of such destruction, terminate this Agreement.
 - 23. **INSURANCE**: Tesla, at Tesla's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies:
 - I. **Workers' Compensation Coverage.** Tesla is a qualified self-insured for Workers' Compensation Insurance in the State of California. Tesla will obtain Employer's Liability Insurance with limits of \$1,000,000 each accident and disease, or as may otherwise be required by law. In addition, Tesla shall require any and every subcontractor who will perform Tesla's Work to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change or ten (10) days for non-payment of premium. The insurer shall agree to waive all rights of subrogation against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Tesla.
 - II. **General Liability Coverage.** Tesla shall maintain commercial general liability insurance in an amount of not less than two million and five hundred thousand dollars (\$2,500,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed by Tesla or its subcontractors under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit or five million (\$5,000,000) in the aggregate.

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- III. **Automobile Liability Coverage.** Tesla shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Tesla arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per accident.
 - IV. **Professional Errors and Omissions Coverage.** Tesla shall maintain professional errors and omissions coverage in a sum of at least \$1,000,000 per claim and \$1,000,000 in the aggregate. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continuously be renewed for three (3) years after the Commencement Date. The retroactive date of coverage must also be listed.
24. **ENDORSEMENTS.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language below.
- I. "The City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of Tesla, including materials, parts, or equipment furnished in connection with such work or operations."
 - II. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with this policy.
 - III. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - IV. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, Tesla acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the City.
 - V. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
 - VI. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - VII. The insurance provided by this policy shall not be canceled except after thirty (30) days' written notice has been received by the City or ten (10) days for non-payment.

- VIII. Tesla agrees to provide prompt notice to City of any claim or loss against Tesla arising out of the work performed by Tesla under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
25. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to the City.
26. **CERTIFICATES OF INSURANCE.** Tesla shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
27. **FAILURE TO PROCURE INSURANCE.** Failure on the part of Tesla to procure or maintain required insurance shall constitute a material breach of this Agreement.
28. **NONPAYMENT OF DEDUCTIBLE.** The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of Tesla (as the named insured) should Tesla fail to pay the SIR or deductible requirements. Failure by Tesla as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Tesla's behalf upon Tesla's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Tesla for breach of this Agreement in addition to any other damages incurred by City due to the breach.
29. **PREVAILING WAGES:** To the extent the Infrastructure or Trade Fixtures installed by Tesla may be considered a "public work," as defined in Labor Code§ 1720, et. seq., Tesla shall comply with the state prevailing wage law, California Labor Code §§ 1720 et seq. and 8 CCR§ 16000 et seq. for any "public work" (as that term is defined in the statutes) performed pursuant to this Agreement. For purposes of compliance with prevailing wage law, Tesla 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.
30. **CONFIDENTIALITY AND PUBLICITY:**
- A. **Confidentiality:** Tesla acknowledges that the City is obligated by law to comply with the California Public Records Act. Tesla and City agree that any proprietary or trade secret information or documentation provided to City by Tesla in connection with this Agreement and marked "TRADE SECRET AND PROPRIETARY" , as proprietary information is defined in the Public Records Act, will not be made public to any person requesting such information, unless as required by law. City agrees to notify Tesla if proprietary information is a requested from the city, to allow Tesla an opportunity to agree or challenge any potential disclosure should the parties disagree on whether disclosure is required under the law.

- B. **Publicity:** Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.
31. **DATA:** Within thirty (30) days following a written request from City, Tesla shall provide to City anonymized charging data from the Supercharger Station on Tesla's standard form showing the number of charging sessions occurring at the Supercharger Station. Notwithstanding the foregoing or anything to the contrary contained herein, Tesla shall be under no obligation to provide the City with any personal information related to any Tesla drivers.
32. **ENVIRONMENTAL MATTERS:** City represents and warrants that the Premises and any areas of the Property on which Tesla will perform Tesla's Work pursuant to the Approved Plans shall be delivered free of environmental contamination that violates any applicable environmental law. Notwithstanding any provision in this Agreement to the contrary, City agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any environmental contamination of the Property, unless caused by Tesla, its agents, employees or contractors. During the Term, City is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors or employees, but only to the extent required by applicable environmental law.
33. **BROKERS:** Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys' fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.
34. **SALE OR TRANSFER:** In the event of a sale or transfer of all or a portion of City's interest in the Property or Premises while this Agreement is in effect, Tesla's rights shall be conveyed with the Property or Premises and City warrants that any transferee shall be bound by all terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.
35. **REDEVELOPMENT OF PROPERTY:** In the event the City decides to redevelop the Property at any point during the Term, City shall have the option to terminate this Agreement by providing Tesla with no less than one hundred eighty (180) days' advance written notice, and such termination shall be effective on the date set out in City's notice. If City exercises its right to early termination during the Initial Term or the First Renewal Term, City shall pay Tesla an early termination fee on or before such early termination date equal to the amount specified in **Exhibit D** for the month in which the termination occurs (which amount reflects the unamortized costs to construct the Supercharger Station (including the costs of Trade Fixtures, Infrastructure and construction) based on straight-line depreciation over a ten (10) year period. City's repayment obligation as set forth herein shall expressly survive any such early termination. Notwithstanding anything to the contrary contained herein, in the event of such early termination, Tesla's removal obligation shall be limited to removing its Trade Fixtures and leaving the Infrastructure in safe condition. The Parties may mutually agree to waive the repayment obligation if the redevelopment accommodates Supercharger Stations (but shall be under no obligation to do so).
36. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of City and Tesla and their respective successors and assigns.

37. **SUBORDINATION:** Subject to Section 13 above, this Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla's rights under this Agreement shall not be disturbed by such subordination so long as no Event of Default by Tesla exists. This Section 37 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.
38. **FORCE MAJEURE:** If either Party's performance of its obligations under this Agreement is delayed by Force Majeure, then such Party's time of performance will be extended by a corresponding number of days. As used in this Agreement, "**Force Majeure**" means an act, event, condition or requirement beyond such party's reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, pandemic, disease or other outbreak of infectious disease or any other public health crisis, inclusive of quarantine, shelter order or similar restrictions on employees or travel, declaration of national, regional or local state of emergency, explosion, embargoes, war, terrorism, civil disturbance or other similar events.
39. **INCENTIVES:** City agrees that Tesla 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. City will cooperate with Tesla in obtaining all Incentives, provided that City is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to City, City agrees to immediately pay such amounts over to Tesla. "**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.
40. **REPORTING.** The City may rely on the Supercharger Station and the City's DCFC for reporting obligations as they directly relate to the City's Climate Action Plan and any other local, regional and state Greenhouse Gas reporting and reduction obligations, as long as such reporting and reduction does not infringe on the terms listed in Section 39 ("Incentives") of this Agreement.
41. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("**Laws**") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
42. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.
43. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have

the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.

44. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
45. **COUNTERPARTS:** This Agreement 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.
46. **WHOLE AGREEMENT.** This Agreement supersedes any and all other agreements either oral or written, between the Parties and related to the Premises, and contains all of the covenants and agreements between the Parties, with respect to the matters described herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Agreement, with respect to the matters described herein, shall not be valid or binding. Any modifications of this Agreement will be effective only if signed by both Parties.
47. **AUTHORITY.** Each Party warrants to the other that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party. This Agreement may be modified only by written amendment executed by both Parties. City's City Manager may execute any such amendment on City's behalf.
48. **NOTICES.** All notices, demands and approvals permitted or required under this Agreement shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in this Section 48. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a "copy to" e-mail or other address is specified in this Section 48. Notwithstanding the foregoing, as provided in Section 3.b, City may approve the plans and specifications by e-mail. Either party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 48.

CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Attention: Francisco J. Contreras, AICP
Innovation Manager
Phone: (323)848-6874

With a copy to:
Email: fcontreras@weho.org; and
CityClerkSignature@weho.org

TESLA, INC.
3500 Deer Creek Road
Palo Alto, CA 94304
Attention: Supercharger Team
Phone: (650) 681-5000

With a copy to:
Email: superchargerhost@tesla.com
24-hour Technical Support & Service:
[877-79-TESLA \(877-798-3752\)](tel:877-79-TESLA)

49. **NON-DISCRIMINATION.** No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes the violating Party to the penalties provided for in Labor Code Section 1735.
50. **COMPLIANCE WITH LAW.** Both Party's activities under this agreement shall comply with all applicable laws and regulations.
51. **EQUAL BENEFITS ORDINANCE, No. 03-662.** Tesla shall abide by the provisions of the West Hollywood Equal Benefits Ordinance.
52. **RESTRICTIONS: ARAB LEAGUE BOYCOTT OF ISRAEL.** Pursuant to the West Hollywood Municipal Code, Title 3, Chapter 3.08, Part A, Subsection 3.08.020, Tesla hereby affirms it does not honor the Arab League Boycott of Israel.
53. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of the Agreement.
54. **NO THIRD-PARTY BENEFICIARY.** This Agreement and every provision herein are for the exclusive benefit of Tesla and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of Tesla's or the City's obligations under this Agreement.

[Signature page follows.]

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

CITY:

TESLA:

Tesla, Inc.
a Delaware corporation

DocuSigned by:

Maximilien de Zegher

0175AD41313E4CB...

Maximilien de Zegher, Senior Manager
North America Charging Infrastructure

CITY OF WEST HOLLYWOOD:

DocuSigned by:

Oscar Delgado

597E040C8619493...

Oscar Delgado, Assistant City Manager

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

EXHIBIT A

Premises and Property Depiction and Address

Property Address: 8759-8775 Sunset Blvd, West Hollywood, CA 90069

Premises and Property Depiction:

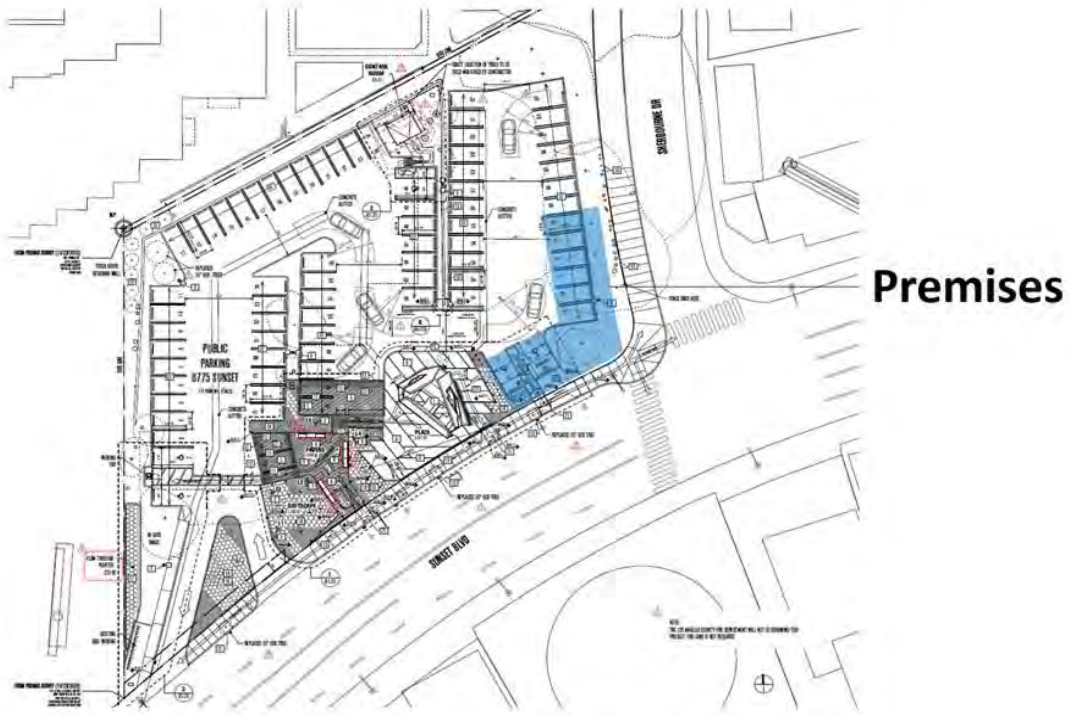


EXHIBIT B**Supercharger Station**

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

The “**Supercharger Station**” shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the “**Infrastructure**”); and (b) certain trade fixtures as determined by Tesla, which shall include eight (8) charge posts (“**Superchargers**”), power electronics equipment, switchgear and Signage (collectively, the “**Trade Fixtures**”).

Signage**Dedicated Stall Sign Example**

EXHIBIT C**Direct Current Fast Charging ("DCFC") Station****Collaboration with City**

The City intends to have a City-owned DCFC station (as defined below) in a location on the Property outside of the Premises, and as part of Tesla's Work, Tesla will install the Trade Fixtures and Infrastructure, as more particularly shown on the Approved Plans, such that the City may install its own DCFC station at the Property outside of the Premises as more particularly set forth herein. Tesla agrees to reasonably cooperate with City in the City's installation of the City's DCFC.

Scope of City DCFC Station

City or City's contractor will design, construct, operate and maintain a DCFC station in a location on the Property outside of the Premises. The DCFC station will consist of up to four (4) DCFC dual-corded units that support both CHAdeMO and CCS (SAE Combo) charging platforms, or upgraded equivalents (it being understood by City however that Tesla shall be under no obligation to upgrade any equipment above and beyond what is initially installed by Tesla as part of Tesla's Work pursuant to the Approved Plans). City will be responsible for the power consumption by the City's DCFC station, as provided in the Section 8.

Tesla agrees to pay for costs and expenses associated with establishing the electric service to the City's DCFC station and the Supercharger Station as described in this Agreement, which costs shall be limited to (1) City's application for electric service design charges and deposit, (2) switchgear and meter main costs and installation, and (3) a new underground vault and ducted tunnel with conduit for both City and Tesla pursuant to the Approved Plans. Tesla agrees to pay for costs and expenses associated with the installation of City's DCFC switchgear cabinet and equipment, such costs being limited to establishing electric service to the City's DCFC station (which service shall provide the City's DCFC with 350 kVa), costs to purchase and install the switchgear (which switchgear shall provide the City with the capability to utilize the allocated 350 kVa), and costs to install conduit for the switchgear as shown on the Approved Plans.

City and Tesla agree to coordinate any maintenance to the Trade Fixtures or Infrastructure that will impair the use of the Supercharger Station or City's DCFC station. City or Tesla shall have no liability for any damage or loss of use to the other Party's charging station unless caused by the negligence or willful misconduct of such Party.

Rights to DCFC Station

The City owns all rights to its DCFC station. Tesla shall have no rights to the City's DCFC station.

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EXHIBIT D

Termination Fee Schedule

Number of Months Elapsed between the Commencement Date and the Termination Date	Termination Charge
1	\$482,941.67
2	\$478,883.33
3	\$474,825.00
4	\$470,766.67
5	\$466,708.33
6	\$462,650.00
7	\$458,591.67
8	\$454,533.33
9	\$450,475.00
10	\$446,416.67
11	\$442,358.33
12	\$438,300.00
13	\$434,241.67
14	\$430,183.33
15	\$426,125.00
16	\$422,066.67
17	\$418,008.33
18	\$413,950.00
19	\$409,891.67
20	\$405,833.33
21	\$401,775.00
22	\$397,716.67
23	\$393,658.33
24	\$389,600.00
25	\$385,541.67
26	\$381,483.33
27	\$377,425.00
28	\$373,366.67
29	\$369,308.33
30	\$365,250.00
31	\$361,191.67
32	\$357,133.33
33	\$353,075.00

34	\$349,016.67
35	\$344,958.33
36	\$340,900.00
37	\$336,841.67
38	\$332,783.33
39	\$328,725.00
40	\$324,666.67
41	\$320,608.33
42	\$316,550.00
43	\$312,491.67
44	\$308,433.33
45	\$304,375.00
46	\$300,316.67
47	\$296,258.33
48	\$292,200.00
49	\$288,141.67
50	\$284,083.33
51	\$280,025.00
52	\$275,966.67
53	\$271,908.33
54	\$267,850.00
55	\$263,791.67
56	\$259,733.33
57	\$255,675.00
58	\$251,616.67
59	\$247,558.33
60	\$243,500.00
61	\$239,441.67
62	\$235,383.33
63	\$231,325.00
64	\$227,266.67
65	\$223,208.33
66	\$219,150.00
67	\$215,091.67
68	\$211,033.33
69	\$206,975.00
70	\$202,916.67
71	\$198,858.33

72	\$194,800.00
73	\$190,741.67
74	\$186,683.33
75	\$182,625.00
76	\$178,566.67
77	\$174,508.33
78	\$170,450.00
79	\$166,391.67
80	\$162,333.33
81	\$158,275.00
82	\$154,216.67
83	\$150,158.33
84	\$146,100.00
85	\$142,041.67
86	\$137,983.33
87	\$133,925.00
88	\$129,866.67
89	\$125,808.33
90	\$121,750.00
91	\$117,691.67
92	\$113,633.33
93	\$109,575.00
94	\$105,516.67
95	\$101,458.33
96	\$ 97,400.00
97	\$ 93,341.67
98	\$ 89,283.33
99	\$ 85,225.00
100	\$ 81,166.67
101	\$ 77,108.33
102	\$ 73,050.00
103	\$ 68,991.67
104	\$ 64,933.33
105	\$ 60,875.00
106	\$ 56,816.67
107	\$ 52,758.33
108	\$ 48,700.00
109	\$ 44,641.67

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110	\$ 40,583.33
111	\$ 36,525.00
112	\$ 32,466.67
113	\$ 28,408.33
114	\$ 24,350.00
115	\$ 20,291.67
116	\$ 16,233.33
117	\$ 12,175.00
118	\$ 8,116.67
119	\$ 4,058.33
120	\$ -

*Calculation:

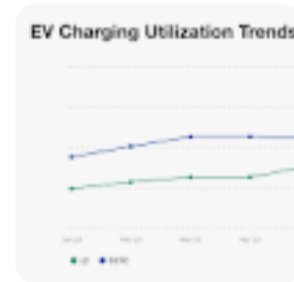
Construction Cost*((120-Months Elapsed)/120)

What is the average charger utilization?



National charging utilization by month

L3 (DCFC) utilization is up 32%, growing from an average of 12.9% in July 2023 to **17.1% in June 2024**. After rapid growth at the end of last year, utilization appears to have stabilized at 16-17% in the first half of 2024. Aug 16, 2024



<https://stable.auto> > insights > electri...

[Stable Insights: EV Charging Utilization Trends](#)



McKinsey Center for Future Mobility

Can public EV-fast charging stations be profitable in the United States?

The United States needs more fast public chargers to support the growth of EVs—but generating a profit at a public charging station remains challenging.

By Peter Fröde, Morgan Lee, and Shivika Sahdev



© Getty Images

October 2023

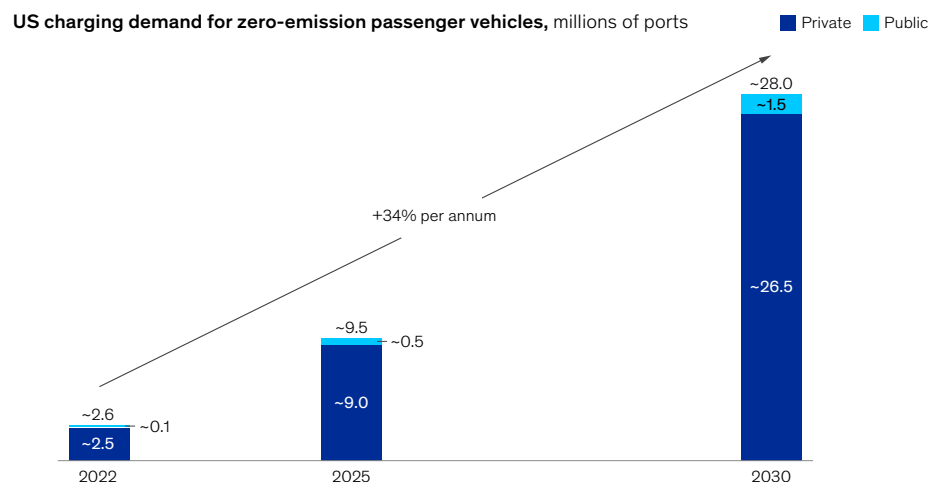
Although the United States has long lagged other regions in electric vehicle (EV) adoption, the country is now reporting record growth. EVs represented about 8 percent of all new passenger cars sold in the United States in 2022, up from around 5 percent in 2021.¹ By 2030, this figure could rise to 53 percent.

The United States will need about 28 million ports by 2030 to meet the demand for electricity by zero-emission passenger vehicles (Exhibit 1). Private ports are expected to increase in number from around 2.5 million to nearly 27 million, representing about 95 percent of the total.

There are two types of public charging: direct current fast charging (DCFC), which is used on highways and for fast fill-ups, and slower Level 2 (L2) charging, which is available at places such as grocery stores, malls, car dealerships, golf courses, and banks, where people may park for longer periods. L2 charging may also occur next to sidewalks or near street parking. About 150,000 L2 and DC plugs are now available across the United States, but that number is expected to increase to 1.5 million by 2030, when they will represent about 5 percent of the total.

Exhibit 1

By 2030, the United States will need about 28 million ports to meet demand for zero-emission passenger vehicles.



Note: Based on a scenario where passenger electric vehicles account for nearly half the vehicles sold in the United States in 2030, in line with a federal target.
Source: McKinsey Center for Future Mobility

While public fast charging is a piece of the overall charging solution, current EV demand for electricity is still so low that profitability is challenging—and this could remain the case over the short to medium term. To help charge-point operators improve their financial picture both now and during scale up, we examined the EV market, including the ongoing shifts in ownership patterns and charging demand. We then analyzed the factors that influence charging station revenues and identified potential improvement levers for optimizing profitability. Among the most important: a focus on utilization and pricing.

¹ Maximilian Fischer, Nicolaas Kramer, Inga Maurer, and Rachell Mickelson, "A turning point for US autodealers: The unstoppable electric car," September 23, 2021, McKinsey.com.

About the McKinsey Center for Future Mobility

These insights were developed by the McKinsey Center for Future Mobility (MCFM). Since 2011, the MCFM has worked with stakeholders across the mobility ecosystem to provide independent and integrated evidence about possible future-mobility scenarios. With our unique, bottom-up modeling approach, our insights enable an end-to-end analytics journey through the future of mobility—from consumer needs to a modal mix across urban/rural areas, sales, value pools, and life-cycle sustainability. Contact us if you are interested in getting full access to our market insights via the McKinsey Mobility Insights Portal.

Public charging is required, no matter what

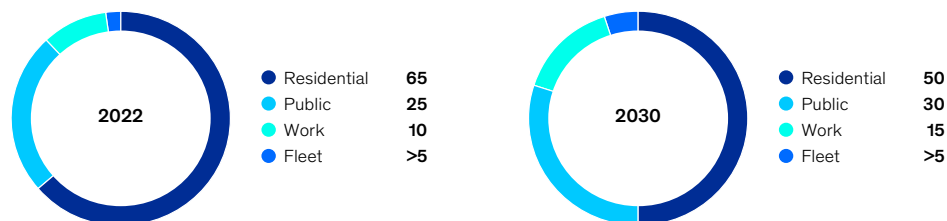
Currently, most EV owners tend to be home owners with access to a home charger, and they often have a second vehicle for long-distance trips. But even people that fit this profile will sometimes need public charging. For instance, they might forget to charge their vehicle overnight and thus need to charge on the road, or they might find that the slow L2 charger at their workplace parking garage, where they usually connect during an eight-hour workday, is out of commission. Additionally, long journeys—those over 150 to 200 miles—will necessitate public charging.

As EVs become more common and their owners no longer come primarily from higher income groups, the percentage of charging that occurs at home is expected to fall to 50 percent by 2030 (Exhibit 2). Although about 65 percent of the US population own or rent a single-family home, many people lack garages where a charger could be placed, or find that installation is prohibitively expensive.² Apartment dwellers may also lack a suitable installation site or encounter resistance from landlords who do not want chargers on the premises. In such situations, public charging, either fast or overnight, is the mainstay.

Exhibit 2

While electric vehicle drivers now do most of their charging at home, more public charging will be needed as demand grows.

Passenger vehicles energy demand by charging use case, % of kilowatt hours



Note: Based on a scenario where passenger electric vehicles account for nearly half the vehicles sold in the United States in 2030, in line with a federal target; figures may not sum to 100%, because of rounding.
Source: McKinsey Center for Future Mobility

² 2021 Census American Housing Survey.

Recognizing the need for public chargers, many new players are now entering the sphere. For instance, some major automakers are banding together to invest a minimum of \$1 billion in a joint venture that will build stations with about 30,000 fast chargers in urban and rural areas of the United States.³

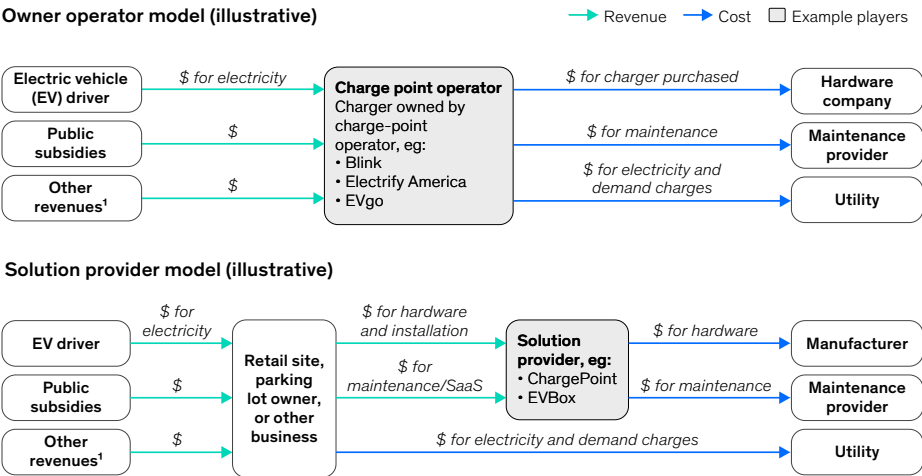
The challenging economics of charge-point stations

While charge-point operators can follow multiple strategies for generating revenues, two business models are now most common (Exhibit 3):

- *Owner-operator.* Under this model, the charge-point operator is responsible for all capital costs, including hardware and installation, and for all ongoing operations and maintenance. Owner-operators generate revenue by selling electricity and through other streams (for instance, incentives and energy credits). Currently, three companies—Electrify America, Evgo, and Tesla—have 80 percent of the market for public DCFC charging.
- *Solution providers (site-host owners, third-party operators).* Under this model, the charge-point operator sells chargers to a site host, such as a grocery store or dealership, which bears the cost of hardware and installation. The site host also pays the operator an ongoing fee for operations and maintenance.

Exhibit 3

There are two main business models for electric vehicle charging infrastructure providers.



¹Eg, advertising, subscriptions, and original equipment manufacturer partnerships.

³ Mike Colias, River Davis, and Ryan Felton, "Big Automakers Plan Thousands of EV Chargers in \$1 Billion US Push," *The Wall Street Journal*, July 26, 2023.

Regardless of business model, the up-front capital costs for fast charging stations are high. A 150 to 350kW DCFC charging unit can cost anywhere from \$45,000 to over \$100,000, and installation costs can range from \$40,000 to over \$150,000. Additionally, grid upgrade and integration costs can amount to millions, depending on the number of fast chargers installed at the location.

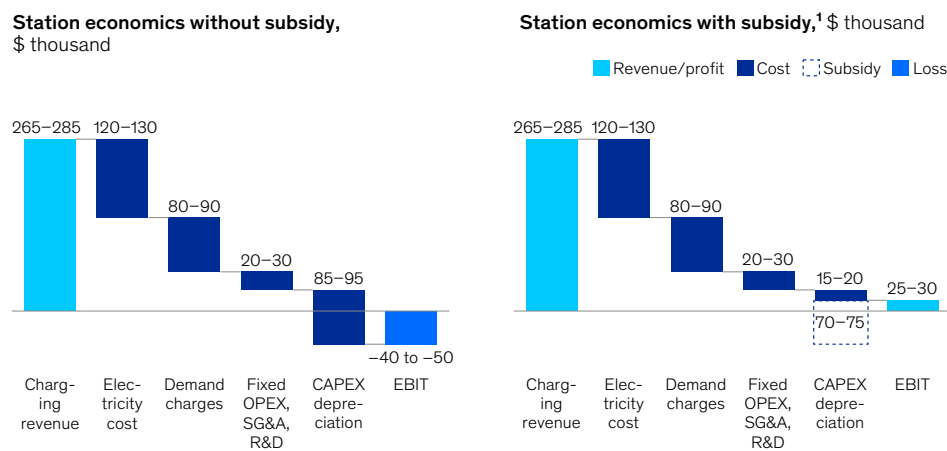
We examined the economics for a hypothetical DCFC charging station with an owner-operator business model in California. In line with typical patterns, we assumed the charging station would have 4 150kW chargers.⁴ In our first analysis, we assumed that the charge-point operator did not receive any government subsidies or credits; in the second, it did.

Fast public charging-station economics without subsidies or credits

Assuming 15 percent utilization—equivalent to about seven 30-minute charging sessions per day—our hypothetical station would generate \$265,000 to \$285,000 in annual revenue, given a price of \$0.45 per kWh dispensed. (Pricing may vary by time of day). On the cost side, we assumed annual expenses of \$220,000 to \$250,000 for electricity, demand charge rates, fixed operational expenditures, R&D, and SGA.⁵ Capital expenditure depreciation would total about \$85,000 to \$95,000 yearly. With these metrics, the station would lose about \$40,000 to \$50,000 per year in EBIT (Exhibit 4)

Exhibit 4

Subsidies can meaningfully change the economics of a public fast charging station.



Note: Analysis assumes 4 direct current fast charging (DCFC) 150kW chargers at each station; 15% utilization, 80% charger efficiency, price of ~\$0.45/kWh. Costs assume wholesale electricity at \$0.20/kWh with a \$20/kWh demand charge (PG&E A-10 commercial rate), 75% concurrence, ~\$250/month per charger for maintenance, ~\$95,000 per charger for the charging hardware and installation excluding grid and site equipment, 5% SG&A / R&D, 15% discount rate.

¹Analysis assumes ~80% of the capital cost is covered by a subsidy.
Source: McKinsey Center for Future Mobility

⁴FWHA NEVI Formula Program Guidance, US Department of Transportation, Federal Highway Administration, June 2, 2023.

⁵We calculated demand charges by assuming a cost of \$20 per kilowatt, with peak demand of 480kW per month.

Fast public charging-station economics with subsidies and credits

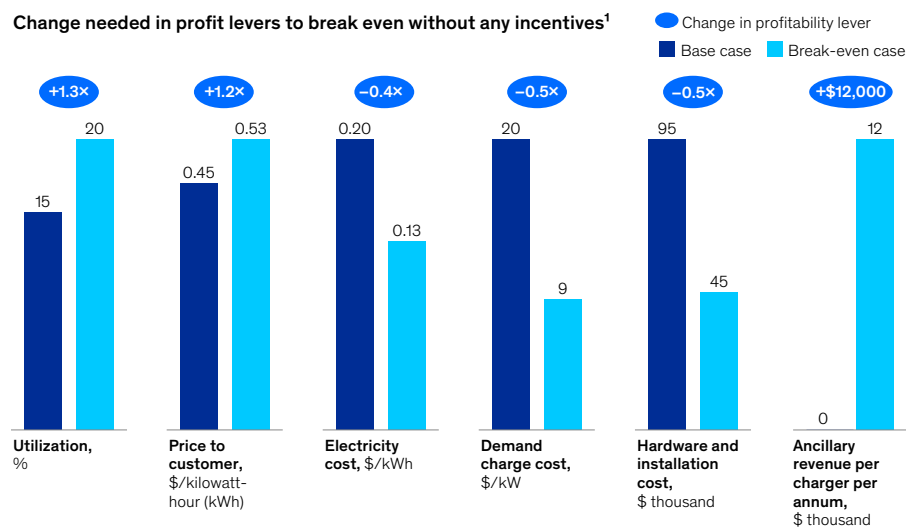
If the same fast public charging station received government subsidies or credits, the economics would be very different because these programs can significantly reduce costs. For instance, the recent Inflation Reduction Act includes up to a 30 percent tax credit for EV charging stations within low-income or non-urban census tracts through December 2032, up to a maximum of \$100,000 per charger.⁶ The National Electric Vehicle Infrastructure (NEVI) Formula Program, which will disperse \$5 billion in funding from the Department of Transportation over a five-year formula grant period, provides credits and subsidies through the end of fiscal year 2026.⁷ For each charging station, it will fund up to 80 percent of project costs, provided that the station serves the public and meets other criteria, such as being located along Federal Highway Administration Alternative Fuel Corridors.⁸ If the charging station in our example received subsidies or credits, annual capital-expenditure depreciation would fall by an estimated \$70,000 to \$75,000. With this decrease, the station's EBIT would be positive (in the range of \$25,000 to \$30,000).

Several levers will be required to achieve profitability

Even if fast public charging stations do not receive subsidies or credits, they may still be able to improve their bottom line. We have identified several potential levers for driving improvements that span multiple areas: utilization, electricity cost, electricity price, demand charge cost, lifetime hardware costs, and ancillary revenue (Exhibit 5).

Exhibit 5

With increased utilization or reduced demand charges a public fast charging station could be profitable.



¹Analysis assumes case of a charging station with 4 direct current fast charging (DCFC) 150kW chargers in California (PG&E A-10 commercial rate) with 75% concurrence, 80% charger efficiency, 5% SG&A / R&D, 15% discount rate.

²Inclusive of maintenance, software, network fees, rent, etc.

Source: McKinsey Center for Future Mobility

⁶ United States Congress, Public Law 117-169, August 16, 2022, congress.gov.

⁷ US Department of Transportation, Memorandum, 2023 Vehicle Infrastructure Formula Program Guidance, June 2, 2023, fhwa.dot.gov.

⁸ Alternative Fuels Data Center. Afdc.energy.gov, accessed May 23, 2023.

While all of these levers are important, charge-point operators would have to apply them aggressively to make a difference. Consider utilization and competitive pricing, which could potentially drive the greatest gains. Using our example of a typical fast public charging station in California, the owner-operator would break even if utilization increased from 15 percent to 20 percent, or if the price for charging customers increased from \$0.45/kWh to \$0.53/kWh. Profitability would also be possible in other scenarios (Exhibit 6).

Exhibit 6

Various price and utilization combinations could help public fast charging stations become profitable.

EBIT across utilization and price scenarios, \$ thousand

		Price charged to end customer, \$/kilowatt-hour					
		\$0.25	\$0.30	\$0.35	\$0.40	\$0.45	\$0.50
Utilization, %	5%	-345	-270	-220	-180	-150	-125
	15%	-105	-70	-50	-30	-15	-5
	25%	-55	-30	-15	0	10	20
	35%	-35	-15	0	15	20	30
	45%	-25	-5	10	20	30	35

Note: Based on a scenario where passenger electric vehicles account for nearly half the vehicles sold in the United States in 2030, in line with a federal target. Analysis assumes: Wholesale electricity cost at \$0.20/kWh with a \$20/kW demand charge (PG&E A-10 commercial rate), 75% concurrence, 80% charger efficiency, ~\$250 / month per charger for maintenance, ~\$95,000 per charger for the charging hardware and installation excluding grid and site equipment, 5% SG&A / R&D, 15% discount rate.
 *Including installation; representative of a 4–150kW charging station in California.
 Source: McKinsey Center for Future Mobility

Achieving the desired improvements in price and utilization may not be easy, however. The average nationwide annual utilization rate for 2022 was about 7.5 percent, with the average for highest recorded month around 12 percent—both lower than the 15 percent utilization assumed in our example.⁹ Going from that level to 20 percent utilization will require an extremely large increase in demand, but we believe that this is feasible in the coming years, given expectations about the increased number of EVs on the road and the belief that charge point operators will begin focusing on utilization rates when deciding where to build new infrastructure, rather than continuing to prioritize market expansion.

Pursuing ancillary revenue streams, such as retail sales or advertising, could also help public DCFC charging stations improve the bottom line. At traditional gas stations, 35 percent of sales revenue comes from the associated convenience stores or food service. (About 50 percent of people who buy

fuel also make retail purchases). Since public DCFC stations are placed in a wider variety of locations than traditional stations, there may be more variation in the opportunities that they pursue. If the DCFC station in our example generated \$12,000 in ancillary revenue streams, it could break even.

EV sales have finally gained momentum in the United States and continue to accelerate. More public fast-charging stations must be built to support the new EVs, but they require careful planning. Stakeholders must select station locations that maximize utilization and consider dynamic pricing—for instance, increases during commuting hours—to balance demand for chargers. While subsidies will be necessary for near-term profitability, public charging-station operators must also apply other improvement levers, such as branching into retail offerings, for long-term success. These efforts, combined with the support of OEMs, government agencies, real estate operators and others, will help DCFC operators build a profitable public charging network across United States that sustains the growth of EVs.

Peter Fröde is an associate partner in McKinsey's Southern California office, **Morgan Lee** is a solution associate in the Waltham, MA office, and **Shivika Sahdev** is a partner in the New York office.

The authors would like to thank Vittorio Bichucher, Priyank Chheda, and Cross Pagano for their contributions to this article.

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From: [Cindy Tzafopoulos](#)
To: [Erika Opp](#)
Subject: FW: [External] For posting re: EV chargers proposal on Dec 10 agenda
Date: Monday, December 9, 2024 4:04:48 PM

From: Pamela Smithers <psmithrs@comcast.net>
Sent: Friday, December 6, 2024 9:34 PM
To: Cindy Tzafopoulos <ctzafopoulos@cityofsthelena.gov>
Subject: [External] For posting re: EV chargers proposal on Dec 10 agenda

Dear Mayor and City Council members,

Thank you for allowing my comment on the proposal for Tesla charging stations in the Oak Avenue parking lot. I wish I could attend in person but will be out of town on Tuesday. I urge a resounding yes vote on the Tesla charging station item on your agenda.

When I don't walk or ride my bike downtown, I drive and have to find parking (other commenters may not have this experience since they live so close to downtown or have their own parking spots). There is ALWAYS a place to park within a block of downtown. I don't know what world these folks live in that can't find a spot (unless they are only willing to park directly next to their destination). It's honestly not that hard to find a spot to park, as staff had pointed out! It's a bit of an urban myth, honestly, the no parking complaint.

As the owner of a Tesla for the last nine years, I feel especially able to comment on this issue, especially since my husband and I have driven our Tesla to Montana and back many many times, driving through the states of California, Oregon, Washington, Idaho, and Montana, experiencing a range of station types and locations. What is being proposed is top of the line and will be much in demand.

In case you don't drive a Tesla, the way it works is that as you drive, with a tap on your car screen, you are shown instantly all the charging options within 100 miles. These stations differ in terms of speed of charging, numbers of charging slots, and current availability. You do not stop at a location with no availability (obviously). This is why you need the twelve slots offered. The city of Napa recently added 12? slots in the Whole Foods parking lot; every time I've gone there most of the slots have been in use. This means drivers from the Bay Area coming north will pass on those and head to ours. Tesla is taking the expense to install these because they know they'll be used! These folks are experts at their craft. So you need not doubt these slots will be used. And as your staff

report details, almost all EVs will be able to use these chargers, not just Teslas.

I can also tell you that I have NEVER gone to a charging station and not purchased something from a nearby retailer. I guarantee that the drivers will visit downtown. This is why the location staff has chosen is perfect for our merchants, so close to downtown.

Lastly, if you don't do this, trust me, Calistoga or Yountville will. For all the handwringing by merchants about our lack of foot traffic, I'm frankly shocked that a local merchant is opposing this. I cannot guess at his motivations but I can tell you this will absolutely positively have a positive effect for our downtown merchants.

thank you for your service to our community and for this forward looking proposal.

Pam Smithers



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Planning

DATE:	December 10, 2024
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Introduction and waive first reading of an Ordinance approving Zoning Ordinance Amendment (ZOA 2024-001) to amend Chapter 17.30 of Title 17 of the St. Helena Municipal Code regarding the calculation of housing in-lieu fees.
RECOMMENDED ACTION:	Introduction and waive the first reading of the proposed Ordinance to: 1. Find that the proposed changes to Chapter 17.30 of the Zoning Code are exempt from CEQA Guideline 15061 (b)(3); and 2. Approve and adopt Zoning Ordinance Amendment (ZOA 2024-001) to amend Chapter 17.30 of Title 17 of the St. Helena Municipal Code regarding the calculation of housing in-lieu fees.
PREVIOUS COUNCIL ACTION:	On June 25, 2024 the City Council considered this item but deferred action until the policy direction on the Housing Impact Fees was determined.
STATEMENT OF THE PURPOSE:	To amend the St. Helena Municipal Code zoning ordinance Chapter 17.30 in order to update the methodology for calculation of housing impact fees.
FINANCIAL IMPACT:	The fiscal impact cannot be quantified, however, it is anticipated this updated methodology of housing impact fee calculation will yield more revenue to the Affordable Housing Impact fund.

BACKGROUND:

The City Council will be considering the approval of updated Housing Impact fees on December 10, 2024. The recommended impact fee is different than how the City currently calculates Housing Impact Fees as noted in the the zoning code Section 17.30.030E. In order to ensure the zoning code is not in conflict, on May 21, 2024, the Planning Commission considered an amendment to the zoning ordinance (ZOA 2024-001) and recommended the City Council approve the ordinance amendment (see attached ordinance).

DISCUSSION:

St. Helena Municipal Code Section 17.30.030 E provides a methodology for housing impact fee calculation which is a percentage basis of the projected construction cost of

the market rate dwelling unit. After review by consultant Wildan who has been retained by the City to update all impact fees, it was recommended that the methodology be revised to charge the fee based on the new square foot floor area. The attached ordinance with noted amendments reflects the updated in- lieu fee methodology policy and is consistent with how other cities calculate housing in-lieu fees.

ENVIRONMENTAL REVIEW:

This ordinance is exempt from review under CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

GOAL:

Goal 1: Strengthen Financial Sustainability

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Ordinance - Housing In-Lieu Fee Calculation-12-10-2024](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AMENDING SECTION 17.30.030.E OF CHAPTER 17.30 (AFFORDABLE HOUSING
PROGRAM) OF TITLE 17 OF THE ST. HELENA MUNICIPAL CODE REGARDING
THE CALCULATION OF HOUSING IN-LIEU FEES**

WHEREAS, Chapter 17.30 (Affordable Housing Program) of the St. Helena Municipal Code (SHMC) establishes an affordable housing program, housing impact fees on developers of nonresidential development projects in the City, inclusionary housing requirements and alternative means of compliance, requirements for inclusionary units, and administration and enforcement measured for the program; and

WHEREAS, SHMC section 17.30.030 authorizes the City Council to adopt by resolution housing in-lieu fees that would be paid by residential developers as an alternative means of compliance with the inclusionary housing requirements of SHMC Chapter 17.30; and

WHEREAS, SHMC section 17.30.030.E (Calculation of Housing In-Lieu Fee) provides that the housing in-lieu fee shall be charged on a percentage basis of the projected construction costs of market rate dwelling units, as established by resolution of the City Council; and

WHEREAS, the City engaged with Willdan Financial Services (“Consultant”) to perform a nexus study of affordable housing impact fees needed to fund new development’s share of affordable housing induced by the household spending associated with new market rate development, and commercial linkage fees to quantify the connection between the development of commercial, office, industrial and hotel, development projects and the demand for affordable housing units; and

WHEREAS, Consultant completed an “Affordable Housing and Commercial Linkage Impact Fee Study” dated May 22, 2024 (“Fee Study Report”), which studies support the adoption of said fees; and

WHEREAS, the affordable housing impact fees supported by the Fee Study Report are calculated on a per square foot basis, as opposed to a percentage basis of the projected construction costs of market rate dwelling units; and

WHEREAS, the City desires to amend SHMC section 17.30.030.E to ensure consistency with the methodology supporting the adoption of the housing in-lieu fee as set forth in the Fee Study Report, and as authorized by SHMC section 17.30.030; and

WHEREAS, the Planning Commission held a duly noticed public hearing at a Regular Meeting on May 21, 2024, on the proposed Ordinance during which public hearing the Planning Commission received comments from City staff and members of

the general public and recommended approval to the City Council through Resolution No. ____; and

WHEREAS, the City Council held a duly noticed public hearing on December 10, 2024 on the proposed Ordinance, during which public hearing the City Council received comments from City staff and members of the general public; and

WHEREAS, the City Council desires to approve the requested amendments to Section 17.30.030.E of the St. Helena Municipal Code through approval of this Ordinance.

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

Section 1. Recitals. The above recitals are incorporated as though set forth in this section.

Section 2. Amendment. Subsection E of Section 17.30.030 of the St. Helena Municipal Code is hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

E. Calculation of Housing In-Lieu Fee. The housing in-lieu fee shall be charged on a per square foot basis for net new floor area ~~percentage basis of the projected construction costs of market rate dwelling units~~. The amount and calculation of the housing in-lieu fee shall be established by resolution of the City Council. ~~Construction costs of market rate dwelling units is determined in accordance with the definition in Section 17.32, Definitions of Terms. Construction costs shall be separately calculated for each dwelling unit in attached single-family residential and rental residential development projects, and the appropriate fee paid for each unit within the residential project.~~ The housing in-lieu fee required by this Section may be satisfied either by cash payment or, upon the recommendation of the Community Development Director and approval of the City Council, by an alternative which will provide the City with a value equal to or greater than the amount of the required in-lieu fee.”

Section 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. CEQA. This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State

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

Section 5. Effective Date. This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: _____
Cindy Tzaopoulos, City Clerk

APPROVED: _____
Paul Dohring, Mayor



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Finance

DATE:	December 10, 2024
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	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.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolutions adopting the affordable housing in-lieu fees and the nonresidential/commercial linkage or housing impact fees, which will take effect after the ordinance is in effect.
PREVIOUS COUNCIL ACTION:	November 24, 2015 - Approval of Professional Services Agreement with Willdan Financial Services. November 14, 2017 - Approval of Amendment #1 for Water and Wastewater Impact Fees. October 9, 2018 - Approval of Amendment #2 to Update Cost Allocation Plan. August 24, 2021 - Approval of Amendment #3 to Add Commercial Linkage Fee Analysis. July 25, 2023 - Approval of Amendment #4 for Additional Funding to Complete User Fee Study. August 8, 2023 - Approval of Amendment #5 for Additional Funding to Complete the Development Impact Fee Study. July 23, 2024 - Approval of Amendment #6 for Additional Funding to Complete a Feasibility Analysis. October 8, 2024 - Majority City Council approval of proposed fees and direction to bring back fees to adopt by resolution.
STATEMENT OF THE PURPOSE:	The purpose is to provide information related to the Affordable Housing Feasibility analysis and receive direction pertaining to the recommended Affordable Housing Impact Fee and Commercial Linkage Fee.
FINANCIAL IMPACT:	The financial positive impact to the Affordable Housing Trust fund could range from \$200,000 to \$288,000 increased revenues based on the FY 2023-24 collections.

BACKGROUND:

Development impact fees are charged to new development and support upgrades to the City's infrastructure necessitated by such development and are generally paid as a requirement to obtain a building permit.

During the FY 2020-21 budget development, City Council requested funding for an inclusionary and workforce housing study be included in the FY 2020-21 adopted City budget. On February 23, 2021, the City entered into a Professional Services Agreement (PSA) with Lisa Wise Consulting, Inc. to complete the Inclusionary Housing Study. However, after staff review of the initial report and concerns with the data source, that work on that project was terminated.

As part of the Inclusionary Housing Study and during the final analysis of the Affordable Housing In-lieu fees, established as part of the City's inclusionary housing ordinance it was determined that it would be necessary to include a commercial linkage fee analysis in order to update the commercial linkage fee, which is paid by non-residential uses to address impacts those uses have on the City's need for affordable housing. This fee links the jobs created by commercial development to the needs for the productions of affordable housing. Willdan Financial Services conducted this analysis and prepared recommendations for the amounts and classifications for a commercial linkage fee for St. Helena. The study determines the per-unit affordability gap by number of households in each job type, by income level to determine linkage fee on a per square foot basis by category of non-residential development.

Willdan Financial Services completed the draft Affordable Housing and Commercial Linkage Fee Study in December 2023 (Attachment 1). The maximum justified fee, which is the fee level required to fully mitigate the impact of new residential or commercial development on the affordable housing was calculated for each land use as follows:

Land Use	Maximum Justified Fee
<i>Residential</i>	
Rental Unit	\$135
For Sale Unit	\$196
<i>Non-Residential</i>	
Hotel	\$75
Commercial	\$141
Office	\$176
Industrial	\$67

Following the completion of the review of the report by staff and the City Attorney, the City released the draft report on January 22, 2024 to local builders and affordable housing organizations and requested comments prior to formal adoption and approval by City Council. Comments were requested following a three-week review period. Staff and consultant reviewed the comments and prepared responses to those comments (Attachment 2).

On June 25, 2024, Willdan Financial Services presented the Affordable Housing and Commercial Linkage Fee study at a Regular City Council meeting. Based on the results of the Affordable Housing and Commercial Linkage Fee Study, staff recommended

adopting 10% of the maximum justified fee to ensure that the new fee does not result in the financial infeasibility of new development.

After careful deliberation the City Council made a motion to continue the matter to a future meeting and directed staff to work with the Consultant to conduct additional analysis on the appropriate fee for the different land uses.

DISCUSSION:

Upon direction at the June 25, 2024, Willdan Financial Services conducted a Development Impact Fee Nexus Study Update to determine financial feasibility (Attachment 1 - Appendix). The feasibility analysis included the following:

1. Preparation of a memorandum evaluating the development feasibility of each land use type included in the affordable housing impact fee and commercial linkage fee study.
2. Evaluation of development feasibility using a pro-forma analysis approach that identified the maximum supportable affordable housing related fees for a prototype associated with each land use included in the study.

The analysis examined the economics of six prototypes as follows:

- Single Family Residential
- Multi-Family Residential
- Hotel
- Office
- Retail
- Industrial/Warehouse

The financial feasibility analysis uses a pro forma approach to calculate the projected return that the six development prototypes are likely to generate. Each prototype's pro-forma estimates the residual land value, a method of estimating the value of land for a project that calculates the total revenue generated by a project (either in the form of sales price or the present value of projected lease income) and subtracts the costs of developer and operations (as applicable) to arrive at a net amount that is attributable to the land under the project.

The analysis assumes that if a residual land value is negative, the project is not feasible. A low land value means a project is challenging to develop and may not be feasible. Willdan and staff have reviewed transactions in St. Helena in the past ten years and estimate that a value below \$25 per square foot (psf), or \$1.1 million per acre, indicates a low feasibility and low probability of completion for the prototype development in question. This analysis was used to determine the maximum feasibility, which is the highest fee that can be charged without negatively impacting the financial viability of a project or development. This concept is used to ensure that while fees are set to cover costs or address impacts, they do not become so burdensome that they deter development or investment.

Willdan prepared Table A.1 on page 12 of Appendix: Development Impact Fee Feasibility Study (shown below), which shows the maximum estimated feasibility compared to the maximum justified fee, as well as 15% of maximum and 10% of maximum.

Attachment 3 - Table A.1

Proposed Fees (per square foot)

Land Use	Maximum Justified	Maximum Estimated Feasibility ⁽¹⁾	15% of Max	10% of Max
<i>Residential</i>				
Rental Unit	\$135	NA	\$20	\$14
For Sale Unit	\$196	\$168	\$29	\$20
<i>Non-Residential</i>				
Hotel	\$75	\$75	\$11	\$8
Commercial	\$141	\$20	\$21	\$14
Office	\$176	NA	\$26	\$18
Industrial	\$67	NA	\$10	\$7

(1) Max Estimated Fee at \$1.1 million per acre residual value.

It is important to note that the feasibility is based on the current market conditions, which will fluctuate as the market changes. NA indicates that the particular land use is not feasible even without the fee at the present time. It is also important to note that as applied to multifamily residential uses, this fee is an "in-lieu fee", meaning that it is only paid if the developer desires, and the City Council agrees, that the developer will pay a fee rather than developing affordable units on site as part of the residential development.

Additionally, with regard to the housing-impact fee, it is important to note that in a typical hotel development entitlement process, the City will often negotiate and enter into a development agreement with the applicant which could include a negotiation for an affordable housing contribution or construction of actual units in-lieu of directly paying the adopted housing impact fee. This is a common practice among other cities and allows for a community to receive benefits from the hotel project that are appropriate for that project.

On September 12, 2024, the City held a study session to present the findings of the feasibility analysis and receive public comment on the proposed Housing Impact Fees prior to City Council action on October 8, 2024. Based on the feedback received at the study session, staff is presented three options for consideration.

Fee Implementation Options

On October 8, 2024, staff provided Option A and Option B as outlined below for discussion and direction which revised the hotel land use fee from per square foot to per room (as shown in Attachment 1, Table 2, Proposed Fees on page 3 of the Appendix). In addition, staff presented a third option, Option C, which included fees from both Option A and Option B and is detailed below in Option C - Staff Recommendation.

Option A

Option A proposed all land uses with the exception of hotels be charged 10% of the Maximum Justified Fee per square foot. The hotel land use is proposed at a per room fee equal to the maximum feasible amount for the hotel land use, based on Willdan's additional analysis to convert the proposed per square foot fee to a per room fee for the hotel land use. The proposed per room fee for the hotel land use is intended to ensure that the fee is applied more equitably to new hotel developments and does not penalize hotels that have more common area that could significantly increase total square footage without providing an equal increase in revenue. A per-room fee is more intuitive for hotel developers and easier to integrate into proformas.

Land Use	Proposed Fee	Current Fee	% Increase from Current Fee
<i>Residential</i>			
Rental Unit	\$14 per square foot	2.5% Construction Cost	71.8% ⁽¹⁾
For Sale Unit	\$20 per square foot	2.5% Construction Cost	145.4% ⁽¹⁾
<i>Non-Residential</i>			
Hotel	\$41,797 per room	\$3.80 per square foot	1,233.9% ⁽²⁾
Commercial	\$14 per square foot	\$5.21 per square foot	168.7%
Office	\$18 per square foot	\$4.11 per square foot	338.0%
Industrial	\$7 per square foot	\$1.26 per square foot	455.6%

(1) Based on a prototype with 2,761 square feet and a \$900,000 construction cost.

(2) Based on a prototype with 53,597 square feet and 65 room count.

Option B

Option B proposed all land uses with the exception of hotels be charged 15% of the Maximum Justified Fee per square foot. Hotel land use is proposed at a per room fee identical to Option A.

Land Use	Proposed Fee	Current Fee	% Increase from Current Fee
<i>Residential</i>			

Rental Unit	\$20 per square foot	2.5% Construction Cost	145.4% ⁽¹⁾
For Sale Unit	\$29 per square foot	2.5% Construction Cost	255.9% ⁽¹⁾
<i>Non-Residential</i>			
Hotel	\$41,797 per room	\$3.80 per square foot	1,233.9% ⁽²⁾
Commercial	\$21 per square foot	\$5.21 per square foot	303.1%
Office	\$26 per square foot	\$4.11 per square foot	532.6%
Industrial	\$10 per square foot	\$1.26 per square foot	693.7%

(1) Based on a prototype with 2,761 square feet and a \$900,000 construction cost.

(2) Based on a prototype with 53,597 square feet and 65 room count.

Option C - Staff Recommendation

Option C proposes all land uses with the exception of commercial and hotel land uses be charged 10% of the Maximum Justified Fee per square foot. Commercial land use is proposed at a fee equal to the maximum feasible amount for the hotel land use of \$20 per square foot. Hotel land use is proposed at a per room fee identical to Options A and B.

Land Use	Proposed Fee	Factor
<i>Residential</i>		
Rental Unit	\$14 per square foot	10% Max Justified
For Sale Unit	\$20 per square foot	10% Max Justified
<i>Non-Residential</i>		
Commercial	\$20 per square foot	Max Feasible
Office	\$18 per square foot	10% Max Justified
Industrial	\$7 per square foot	10% Max Justified
Hotel	\$41,797 per room	Max Feasible

On October 8, 2024, a majority of the City Council voted to move forward with presenting a resolution to adopt the fees outlined in Option C. In addition, City Council requested that staff complete a survey of the surrounding agencies to provide a comparative analysis of the total building permit costs, which includes planning and building fees, development impact fees, and state fees associated with issuing a building permit. The comparative analysis is included in **Addendum 1**.

As illustrated in Addendum 1, the fees for the City are notably higher in certain categories compared to the surveyed cities. This is primarily because the proposed housing impact fees are driven by the City's significantly higher land costs. Given that land costs in our City exceed those of most cities in the survey, the expense of

constructing affordable housing - an endeavor these fees are designed to support - is correspondingly higher. To adequately subsidize the development of affordable housing and address the unique financial challenges posed by our local market conditions, it is necessary to implement fees that are above the average of our peer cities. These higher fees are critical to ensuring that the City can meet its affordable housing goals while balancing the economic realities of our community.

Public Notice

A public notice was published October 24, 2024 in the Napa Valley Register for a public hearing to be held on November 12, 2024, which was continued to a date certain of December 10, 2024. The proposed fee schedule and methodology for the fee calculations was made available for public review, electronically on the City's website by clicking the following link: [Affordable Housing and Commercial Linkage Fee Study](#) or by appointment in the City Clerk's office.

Resolution

St. Helena Municipal Code Section 17.30.030.E outlines the methodology for calculating housing in-lieu fees, which is currently based on a percentage of the projected construction cost of the market-rate dwelling unit. Pursuant to a prior agenda item, staff has recommended introduction of a proposed ordinance that will amend Section 17.30.030.E of Chapter 17.30 of the City's Municipal Code to revise the calculation methodology based on square foot floor area and authorize the amount and calculation of the housing in-lieu fee to be established by City Council resolution.

This change aligns with the recommendations in the Affordable Housing and Commercial Linkage Fee Study prepared by Willdan, which supports a more transparent and standardized approach. Transitioning to a square footage-based methodology is consistent with practices adopted by many jurisdictions across the state and simplifies implementation for City staff and decision-making for the Council.

Staff proposes that the City Council approve the resolutions adopting the updated housing in-lieu fees and nonresidential/commercial linkage or housing impact fees. These updated fees are based on the Affordable Housing and Commercial Linkage Fee Study and are contingent upon the approval of the proposed ordinance and will not take effect until after the ordinance is in effect.

The first reading of the proposed ordinance is scheduled for the December 10, 2024 City Council meeting, with the second reading planned for January 14, 2025. If adopted, the proposed fees will become effective on February 10, 2025, which is 60 days after the adoption of the resolution.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 1: Strengthen Financial Sustainability

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution - Housing In-Lieu Fee 12-10-2024](#)

[Resolution - Housing Impact Fee- 12-10-2024](#)

[Attachment 1 - St. Helena - Affordable Housing and Commercial Linkage Fee Report - Final](#)

[Attachment 2 - Willdan Responses to Affordable Housing and Commercial Linkage Fee Nexus Study Comments](#)

[Attachment 3 - St. Helena - Financial Feasibility Analysis May 2024](#)

[Attachment 4 - St. Helena Fee Update - Affordable Housing PowerPoint 10.08.2024](#)

[Attachment 5 - Prototype Impact Fees Paid](#)

[Addendum 1 - Summary of Comparative Building Permit Data](#)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
ADOPTING HOUSING IN-LIEU FEES FOR RESIDENTIAL DEVELOPMENT
PROJECTS PURSUANT TO ST. HELENA MUNICIPAL CODE CHAPTER 17.30
(AFFORDABLE HOUSING PROGRAM)**

WHEREAS, all communities in the State of California, including the City of St. Helena ("City"), face a housing crisis that includes the lack of access to affordable housing, which has a direct negative impact on the public health, safety, and welfare of the residents of St. Helena; and

WHEREAS, inclusionary housing policies, and related affordable housing in-lieu and nonresidential/commercial linkage fees, are tools that help jurisdictions increase the supply of affordable housing units; and

WHEREAS, the provision of safe and stable housing for households at all income levels is in the public interest; and

WHEREAS, California Government Code section 65580 provides that the availability of housing is of vital Statewide importance and that local governments have a responsibility to use their powers to facilitate the development of housing and make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, the adoption of affordable housing policies, including affordable housing in-lieu fees and nonresidential/commercial linkage fees, is critical for the City in reaching its Regional Housing Needs Allocation (RHNA) housing requirements for very low, low, and moderate income households; and

WHEREAS, Chapter 17.30 (Affordable Housing Program) of the St. Helena Municipal Code (SHMC) establishes an affordable housing program, housing impact fees on developers of nonresidential development projects in the City, inclusionary housing requirements and alternative means of compliance, requirements for inclusionary units, and administration and enforcement measured for the program; and

WHEREAS, SHMC section 17.30.030 authorizes the City Council to adopt by resolution housing in-lieu fees that would be paid by residential developers as an alternative means of compliance with the inclusionary housing requirements of SHMC Chapter 17.30; and

WHEREAS, the City engaged with Willdan Financial Services ("Consultant") to perform a nexus study of affordable housing impact fees needed to fund new development's share of affordable housing induced by the household spending associated with new market rate development, and commercial linkage fees to quantify

the connection between the development of commercial, office, industrial and hotel, development projects and the demand for affordable housing units; and

WHEREAS, Consultant completed an “Affordable Housing and Commercial Linkage Impact Fee Study” dated December 14, 2023 (“Fee Study Report”), which studies support the adoption of said fees; and

WHEREAS, to ensure that the housing in-lieu fees set forth in this Resolution do not exceed the actual affordable housing impacts attributable to the development projects on which the fees are imposed, the City Council has received and considered the Fee Study Report, which demonstrates that said fees do not exceed the affordable housing impacts attributable to the development projects on which the fees are imposed; and

WHEREAS, at least ten (10) days prior to the date this Resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the affordable housing for which the fee is being levied and the revenue sources anticipated to provide the affordable housing, in accordance with Government Code section 66019; and

WHEREAS, notice of the hearing on the proposed fees was published twice in a newspaper of general circulation in the manner set forth in Government Code section 6062(a), in accordance with Government Code sections 66004 and 66018; and

WHEREAS, a duly and properly noticed public hearing regarding the affordable housing in-lieu fees proposed in this Resolution was conducted by the City Council on December 10, 2024.

NOW, THEREFORE, BE IT RESOLVED that the facts set forth in the recitals in this Resolution are true and correct and incorporated herein by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, oral staff presentation, public testimony, and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of St. Helena hereby finds as follows with regard to the housing in-lieu fees to be adopted pursuant to St. Helena Municipal Code section 17.30.030:

A. The purpose of the affordable housing requirements and the housing in-lieu fees are to ensure that the private sector, in addition to public sector, participates in the provision of affordable housing for current and future residents of the City of St. Helena and ensure the long-term affordability of units and availability for income-eligible households in years to come.

B. The housing in-lieu fees will be placed in the City's Affordable Housing Trust Fund established pursuant to SHMC section 17.30.050 and be used to increase and improve the supply of housing affordable to households of moderate, low and very low income households, including reasonable administrative expenses.

C. Every new residential development creates a further demand for affordable housing to the extent that such development offers market-rate-only housing. The affordable housing requirements and the housing in-lieu fee are reasonably related to the mitigation of negative impacts upon the City's affordable housing supply.

D. The lack of affordable housing options in the City has an impact upon a broad range of income groups, and no single housing program will be sufficient to meet the City's housing need. Affordable housing ordinances applicable to new residential developments necessarily increase the supply of affordable housing (*Homebuilders Assoc. v. City of Napa* (2001) 90 Cal. App. 4th, 188, 196), and therefore there is a direct relationship between the housing in-lieu fee and the City's attainment of its affordable housing goals. Based on the information and analysis provided in the "Affordable Housing and Commercial Linkage Impact Fee Study" dated December 14, 2023, the City Council hereby finds that the schedule of housing in-lieu fees adopted by this Resolution is reasonably related to the cost to develop affordable housing units in accordance with the City's Affordable Housing Program.

BE IT FURTHER RESOLVED that this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Resolution will have a significant effect on the environment; and because it is not a "project" under CEQA. This resolution will not affect the physical environment by permitting a new use or intensifying an existing use. Instead, the resolution adopts housing in-lieu fees that serve as one of the range of means by which individual projects may satisfy the requirements of the City's Affordable Housing Program. There is no potential for the changes to result in a significant effect on the environment.

BE IT FURTHER RESOLVED that the City Council hereby adopts the housing in-lieu fees as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and directs that these fees be incorporated into the City's Master Fee Schedule. This approval is conditioned upon the adoption of Ordinance No. _____ by the City Council, and shall not be effective unless and until such ordinance is effective.

BE IT FURTHER RESOLVED that the housing in-lieu fees shall be reviewed every two years by the City Council in accordance with St. Helena Municipal Code section 17.30.050.B. The housing in-lieu fees adopted pursuant to this Resolution will be adjusted annually on July 1st for inflation based on the annual percentage change for the prior calendar year compared to the previous year for the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward, California area.

BE IT FURTHER RESOLVED that the City Clerk shall attest and certify to the passage and adoption of this Resolution which shall take effect which shall take effect sixty (60) days following the adoption of this Resolution or the effective date of Ordinance No. ____, whichever is later.

BE IT FURTHER RESOLVED that each component of the fees and all portions of this Resolution are severable. Should any individual component of the fee or other provision of this Resolution be adjudicated to be invalid and unenforceable, the remaining provisions shall be and continue to be fully effective, and the fee shall be fully effective except as to that portion that has been judged to be invalid.

PASSED AND ADOPTED at a regular meeting of the St. Helena City Council on December 10, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Paul Dohring, Mayor

ATTEST: _____
Cindy Tzafoopoulos, City Clerk

EXHIBIT “A”**Housing In-Lieu Fee for Residential Development Projects**

Type of Residential Unit	Fee per Square Foot
New Residential Rental Unit	\$14
New Residential For Sale Unit	\$20

Comments:

1. Application. A developer of four or fewer residential dwelling units which are the whole of a residential development project may meet the requirements of St. Helena Municipal Code section 17.30.030.A (Inclusionary Requirement) through payment of the housing in-lieu fee.
2. Fees shall be paid prior to the issuance of a building permit. For good cause shown, the City Council may allow for the fee to be paid at the time of final inspection/certificate of occupancy.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
ADOPTING HOUSING IMPACT FEES FOR NONRESIDENTIAL DEVELOPMENT
PROJECTS AND CONVERSIONS PURSUANT TO ST. HELENA MUNICIPAL CODE
CHAPTER 17.30 (AFFORDABLE HOUSING PROGRAM)**

WHEREAS, all communities in the State of California, including the City of St. Helena ("City"), face a housing crisis that includes the lack of access to affordable housing, which has a direct negative impact on the public health, safety, and welfare of the residents of St. Helena; and

WHEREAS, inclusionary housing policies, and related affordable housing in-lieu and nonresidential/commercial linkage fees, are tools that help jurisdictions increase the supply of affordable housing units; and

WHEREAS, the provision of safe and stable housing for households at all income levels is in the public interest; and

WHEREAS, California Government Code section 65580 provides that the availability of housing is of vital Statewide importance and that local governments have a responsibility to use their powers to facilitate the development of housing and make adequate provision for the housing needs of all economic segments of the community; and

WHEREAS, the adoption of affordable housing policies, including affordable housing in-lieu fees and nonresidential/commercial linkage fees, is critical for the City in reaching its Regional Housing Needs Allocation (RHNA) housing requirements for very low, low, and moderate income households; and

WHEREAS, Chapter 17.30 (Affordable Housing Program) of the St. Helena Municipal Code (SHMC) establishes an affordable housing program, housing impact fees on developers of nonresidential development projects in the City, inclusionary housing requirements and alternative means of compliance, requirements for inclusionary units, and administration and enforcement measured for the program; and

WHEREAS, SHMC section 17.30.020 authorizes the City Council to adopt by resolution housing impact fees that would be paid by developers of nonresidential development projects and conversions to offset the impacts of the demand the new nonresidential development or conversion has on the demand for affordable housing; and

WHEREAS, the City engaged with Willdan Financial Services ("Consultant") to perform a nexus study of affordable housing impact fees needed to fund new development's share of affordable housing induced by the household spending associated with new market rate development, and commercial linkage fees to quantify

the connection between the development of commercial, office, industrial and hotel, development projects and the demand for affordable housing units; and

WHEREAS, the Consultant completed an “Affordable Housing and Commercial Linkage Impact Fee Study” dated December 14, 2023 (“Fee Study Report”), which studies support the adoption of said fees; and

WHEREAS, to ensure that the housing impact fees set forth in this Resolution do not exceed the actual affordable housing impacts attributable to the development projects on which the fees are imposed, the City Council has received and considered the Fee Study Report, which demonstrates that said fees do not exceed the affordable housing impacts attributable to the development projects on which the fees are imposed; and

WHEREAS, at least ten (10) days prior to the date this Resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the affordable housing for which the fee is being levied and the revenue sources anticipated to provide the affordable housing, in accordance with Government Code section 66019; and

WHEREAS, notice of the hearing on the proposed fees was published twice in a newspaper of general circulation in the manner set forth in Government Code section 6062(a), in accordance with Government Code sections 66004 and 66018; and

WHEREAS, a duly and properly noticed public hearing regarding the housing impact fees proposed in this Resolution was conducted by the City Council on December 10, 2024.

NOW, THEREFORE, BE IT RESOLVED that the facts set forth in the recitals in this Resolution are true and correct and incorporated herein by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, oral staff presentation, public testimony, and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of St. Helena hereby finds as follows with regard to the housing impact fees to be adopted pursuant to St. Helena Municipal Code section 17.30.020:

A. The purpose of the affordable housing requirements and the housing impact fees are to ensure that the private sector, in addition to public sector, participates in the provision of affordable housing for current and future residents of the City of St. Helena and ensure the long-term affordability of units and availability for income-eligible households in years to come.

B. The housing impact fees will be placed in the City’s Affordable Housing Trust Fund established pursuant to SHMC section 17.30.050 and be used to increase

and improve the supply of housing affordable to households of moderate, low and very low income households, including reasonable administrative expenses.

BE IT FURTHER RESOLVED that this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Resolution will have a significant effect on the environment; and because it is not a "project" under CEQA. This resolution will not affect the physical environment by permitting a new use or intensifying an existing use. Instead, the resolution adopts housing impact fees that serve as one of the range of means by which individual projects may satisfy the requirements of the City's Affordable Housing Program. There is no potential for the changes to result in a significant effect on the environment.

BE IT FURTHER RESOLVED that the City Council hereby adopts the housing impact fees as set forth in Exhibit "A" attached hereto and incorporated herein by reference and directs that these fees be incorporated into the City's Master Fee Schedule. This approval is conditioned upon the adoption of Ordinance No. _____ by the City Council, and shall not be effective unless and until such ordinance is effective.

BE IT FURTHER RESOLVED that the housing impact fees shall be reviewed by the City Council every two years in accordance with St. Helena Municipal Code section 17.30.050.B. The housing impact fees adopted pursuant to this Resolution will be adjusted annually on July 1st for inflation based on the annual percentage change for the prior calendar year compared to the previous year for the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward, California area.

BE IT FURTHER RESOLVED that the City Clerk shall attest and certify to the passage and adoption of this Resolution which shall take effect sixty (60) days following the adoption of this resolution or the effective date of Ordinance No. _____, whichever is later.

BE IT FURTHER RESOLVED that each component of the fees and all portions of this Resolution are severable. Should any individual component of the fee or other provision of this Resolution be adjudicated to be invalid and unenforceable, the remaining provisions shall be and continue to be fully effective, and the fee shall be fully effective except as to that portion that has been judged to be invalid.

PASSED AND ADOPTED at a regular meeting of the St. Helena City Council on December 10, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Paul Dohring, Mayor

ATTEST: _____
Cindy Tzafoopoulos, City Clerk

EXHIBIT “A”**Housing Impact Fee for Nonresidential Development Projects and Conversions**

Type of Project	Fee
Commercial	\$20 per square foot
Office	\$18 per square foot
Industrial	\$7 per square foot
Hotel	\$41,797 per room

Comments:

1. Application. Fees apply to all developers of nonresidential development projects and conversions, except for nonresidential projects that fall within one or more categories specified in St. Helena Municipal Code section 17.30.020.A.
2. Fees shall be paid prior to the issuance of a building permit. For good cause shown, the City Council may allow for the fee to be paid at the time of a final inspection or prior to issuance of a certificate of occupancy.

CITY OF ST. HELENA

AFFORDABLE HOUSING AND COMMERCIAL LINKAGE IMPACT FEE STUDY

FINAL

MAY 22, 2024



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Executive Summary

This report documents an analysis of affordable housing impact fees needed to fund new development's share of affordable housing induced by the household spending associated with new market rate development. It also documents a commercial linkage fee analysis which quantifies the connection between the development of commercial, office, industrial and hotel, development projects and the demand for affordable housing units.

Background and Study Objectives

The City of St. Helena has an inclusionary housing ordinance. In order to address the City's ongoing unmet housing needs, St. Helena is considering implementing an amended affordable housing fee on new development projects and inclusionary housing regulation. The purpose of the affordable housing fee is to mitigate the impact of new market rate development on the demand for affordable housing.

To adopt a development impact fee, a local jurisdiction must demonstrate the reasonable relationship (or "nexus") between the development projects paying the fee and the fee that is charged. This nexus study quantifies the connection between the development of market rate housing and the demand for affordable housing units.

This residential nexus study examines the household income and spending generated by the new market rate households renting or buying new units in St. Helena. Using the IMPLAN economic model, the household spending associated with new development is translated into new induced job growth. These induced jobs will be at various wage rates; though many induced jobs will earn lower wages. Low-wage households cannot reasonably afford to pay for market rate housing in St. Helena, a housing impact fee can be justified to bridge the difference between what these new households can afford to pay and the cost of developing modest housing units to accommodate lower income households associated with induced job growth.

The commercial linkage fee analysis examines the relationship between jobs housed in various nonresidential development prototypes and the worker households that would need a subsidy to be able to afford to live in the City. Similar to the affordable housing impact fee, the commercial linkage fee would generate fee revenue to bridge the difference between what these new worker households can afford to pay and the cost of developing modest housing units to accommodate lower income households associated with the prototype development projects.

Affordable Housing Impact Fee Schedule

The maximum justified affordable housing impact fee schedule is summarized in **Table E.1**. The fees shown here are the maximum supportable under state law. However, as a policy decision the City Council can adopt fee amounts that are less than the maximum justified amounts. Consequently, Table E.1 also demonstrates the resulting fees if adopted at 15%, or 10%, respectively of the maximum justified fee amounts.

Table E.1: Maximum Justified Affordable Housing Impact Fee Schedule

		Maximum Justified Fee per Square Foot		15% of Maximum Justified fee per Square Foot		10% of Maximum Justified fee per Square Foot
New Residential Rental Unit	\$	135	\$	20	\$	14
New Residential For Sale Unit		196		29		20

Source: Table 1.11

Commercial Linkage Fee Schedule

The maximum justified commercial linkage fee schedule is summarized in **Table E.2**. The fees shown here are the maximum supportable under state law. The City can adopt any amount up to the amounts shown here. Table E.2 also demonstrates the resulting fees if adopted at 15%, or 10%, respectively of the maximum justified fee amounts.

Table E.2: Maximum Justified Commercial Linkage Impact Fee Schedule

		Maximum Justified Fee per Square Foot		15% of Maximum Justified fee per Square Foot		10% of Maximum Justified fee per Square Foot
Commercial	\$	141	\$	21	\$	14
Office		176		26		18
Industrial		67		10		7
Hotel		75		11		7

Source: Table 2.12.

1. Affordable Housing Fee Nexus Analysis

This chapter details an analysis of the need for affordable housing required to accommodate lower-income employees that support growth within the City of St. Helena. It documents a reasonable relationship between new development and a fee to fund affordable housing.

Nexus Approach

New residential development generates population growth. Residents who can afford to purchase or rent this new housing then spend their disposable income in the city. Consequently, this increased spending results in the need to hire new workers to accommodate the increased demand for goods and services associated with new development. This analysis establishes the connection between the increase in household spending associated with new development and the number of new workers that will be hired by local businesses to meet that demand.

Employment growth provides occupations at various wage and salary levels. Low wage workers cannot afford market rate housing within the City of St. Helena, so an affordable housing impact fee can be calculated to bridge the gap between what low wage workers can afford to pay for and the cost of providing that housing.

The analysis presented here defines the upper limit for a housing impact fee to be charged on new rental and for-sale housing to mitigate impacts on affordable housing needs. The maximum fee is not necessarily the recommended fee.

Housing Affordability in St. Helena

This section of the chapter evaluates housing affordability in St. Helena, using Department of Housing and Community Development State Income Limits and current market rate rent data.

Table 1.1 displays the Napa County Income limits, as identified by HUD.

Table 1.1: 2023 Napa County Income Limits

Persons per HH:	1	2	3	4	5	6	7	8
Median Income	90,700	103,700	116,650	129,600	139,950	150,350	160,700	171,050
Extremely Low	28,050	32,050	36,050	40,050	43,300	46,500	49,700	52,900
Very Low Income	46,750	53,400	60,100	66,750	72,100	77,450	82,800	88,150
Low Income	74,700	85,400	96,050	106,700	115,250	123,800	132,350	140,850
Median Income	90,700	103,700	116,650	129,600	139,950	150,350	160,700	171,050
Moderate Income	108,850	124,400	139,950	155,500	167,950	180,400	192,800	205,250

Source: Department of Housing and Community Development, State Income Limits 2023.

Market Rate Rents

Willdan gathered data regarding existing market rate rents within the City of St. Helena city limits. This information will inform the assumption of the household income necessary to rent a housing unit in St. Helena at the market rate. Average asking rents as of October, 2023 are shown in

Table 1.2. All current rental listings in St. Helena from Zillow.com; and apartments.com were collected and analyzed. Luxury listings asking above \$10,000 per month in rent were excluded from the sample. The remaining observations were used to calculate the average asking rent, by number of bedrooms in Table 1.2. **Appendix Table A.1** includes details regarding the observations of asking rents in the City.

Table 1.2: Average Asking Rent, October 2023

Unit Type	Average Asking Rent	Unit Count
Studio ¹	\$ 1,823	-
1-Bedroom	3,350	3
2-Bedroom	3,672	16
3-Bedroom	5,802	33

¹ There are no studio apartments in St. Helena. Rent for studio apartment estimated using trend implied by rents for larger units.

Sources: Apartments.com; Zillow .com; Willdan Financial Services.

Market Rate Housing Affordability

To evaluate housing affordability in St. Helena, the analysis compares the household income at the midpoint of each income category from Table 1.1 to the market rents by number of bedrooms from Table 1.2. This analysis uses household incomes at the mid-point of each income range when calculating affordable rents as a conservative measure to avoid overstating the affordability of rental housing. In addition to rents, the analysis also includes a conservative estimate of utility costs. The maximum affordable monthly rent including utilities for each income category is calculated as 30 percent of gross monthly household income. If the difference between the maximum affordable rent and the total monthly housing costs is negative, then housing for that income category and housing product is considered unaffordable.

Table 1.3: Affordability of Market Rate Rental Housing in St. Helena, 2023

Household (Unit) Size:	1 Person (Studio)	2 Person (1 Bedroom)	3 Person (2 Bedrooms)	4 Person (3 Bedrooms)
Average Market-Rate Rent ¹	\$ 1,823	\$ 3,350	\$ 3,672	\$ 5,802
Utility Costs ²	202	219	261	326
Total Monthly Housing Costs	\$ 2,025	\$ 3,569	\$ 3,933	\$ 6,128
<u>Extremely Low Income (up to 30% AMI)</u>				
Household Income at Midpoint of Income Range ³	\$ 14,025	\$ 16,025	\$ 18,025	\$ 20,025
Maximum Affordable Monthly Rent ⁴	149	182	190	175
Amount Above (Below) Market Rate Rent	(1,674)	(3,168)	(3,482)	(5,627)
<u>Very Low Income (31-50% AMI)</u>				
Household Income at Midpoint of Income Range ³	\$ 37,400	\$ 42,725	\$ 48,075	\$ 53,400
Maximum Affordable Monthly Rent ⁴	733	849	941	1,009
Amount Above (Below) Market Rate Rent	(1,090)	(2,501)	(2,731)	(4,793)
<u>Low Income (51-80% AMI)</u>				
Household Income at Midpoint of Income Range ³	\$ 60,725	\$ 69,400	\$ 78,075	\$ 86,725
Maximum Affordable Monthly Rent ⁴	1,316	1,516	1,691	1,842
Amount Above (Below) Market Rate Rent	(507)	(1,834)	(1,981)	(3,960)
<u>Moderate Income (81-120% AMI)</u>				
Household Income at Midpoint of Income Range ³	\$ 91,775	\$ 104,900	\$ 118,000	\$ 131,100
Maximum Affordable Monthly Rent ⁴	2,092	2,404	2,689	2,952
Amount Above (Below) Market Rate Rent	269	(946)	(983)	(2,850)

¹ See Table 1.2² Utility Costs per HACN Utility Allowance³ Household income limits published by the California Department of Housing and Community Development for Napa County, 2023. Shows midpoint of income range. See Table 1.1⁴ Assumes 30-percent of gross income spent on housing and utilities costs.

Sources: California Department of Housing and Community Development, 2023; Willdan Financial Services.

Table 1.4 identifies the income required to afford market rate rents in the City, by household size. The income required to afford market rate rents is assumed that 30 percent of gross income spent on housing and utility costs is considered affordable. The annual affordable housing costs is then compared to the area median income (area median income) to estimate amount of gross income above AMI that is needed to afford each product type, by household size.

Table 1.4: Income Required to Afford Market-Rate Rents in St. Helena, 2023

Household (Unit)	1 Person Size: (Studio)	2 Person (1 Bedroom)	3 Person (2 Bedrooms)	4 Person (3 Bedrooms)
Total Monthly Housing Costs	\$ 2,025	\$ 3,569	\$ 3,933	\$ 6,128
Annual Housing Costs	\$ 24,296	\$ 42,828	\$ 47,195	\$ 73,534
Household Income Required ¹	80,988	142,760	157,315	245,113
Area Median Income (AMI)	90,700	103,700	116,650	129,600
Income Required as Percent of AMI	89%	138%	135%	189%

¹ Assumes 30-percent of gross income spent on housing and utilities costs.

Sources: Tables 1.1 and 1.3.

Market Rate Prototypes and Gross Income

This analysis identified two market rate residential prototypes based on a review of the housing market in St. Helena.

Market Rate Rental Prototype

The data collected to identify the current average asking rent in St. Helena was also used to identify typical rental product characteristics. The typical rental unit in the City is a three bedroom, two bathroom detached single family unit sized at roughly 1,600 square feet.¹ Using the current asking rent data, and the housing cost as percent of gross income assumptions discussed above, the amount of gross income needed to afford rent in St. Helena is calculated in **Table 1.5**. It requires an annual gross household income of \$217,347 to rent a three-bedroom market rate rental unit in St. Helena.

¹ Typical rental unit in St. Helena identified based on data from CoStar which is summarized in Table 1.5. Full dataset is included in the Appendix.

Table 1.5: Rental Residential Prototype, Q3 2023

		Rental
Bedrooms		3
Bathrooms		2
Square feet		1,608
Rent per Square Foot	\$	3.38
Monthly Rent	\$	5,434
Annual Rent		65,204
Housing Cost as Percent of Income ¹		30%
Gross Household Income	\$	217,347

¹ Renter housing burden is estimated at 30-percent of gross household income, based on California Health & Safety Code Sections 50052.5 and 50053.

Sources: CoStar; Willdan Financial Services.

Market Rate For Sale Prototype

Recent housing sales data was collected from mlslistings.com from June to September 2023. The sample included 24 observations of home sales within this time period. That data informed the typical for sale product prototypes displayed below in **Table 1.6**. The gross household income necessary to afford to purchase the prototype is then calculated using current interest rates and estimated housing ownership costs. It requires an annual gross household income of over \$328,000 to purchase a home in St. Helena.

Table 1.6: For Sale Residential Prototype

	Single Family Detached	
<u>Prototype Assumptions</u> ¹		
Bedrooms		3
Bathrooms		2
Square feet		1,669
Sales Price per Square Foot	\$	889
Sales Price	\$	1,483,500
Down Payment (20%)	\$	296,700
Loan Amount	\$	1,186,800
Interest Rate ²		7.18%
Monthly Mortgage Payment	\$	8,040
Annual Property Tax ³		15,676
Homeowners Insurance		2,800
Annual Housing Costs	\$	114,954
Housing Cost as Percent of Income ⁴		35%
Gross Household Income	\$	328,439

¹ Based on an analysis of recent sales in St. Helena, as reported by mlslistings.com from June to September 2023.

² Average 30-year fixed interest rate as of September 14, 2023 per http://www.freddiemac.com/pmms/pmms_archives.html

³ City of St. Helena California Comprehensive Annual Financial Report, For The Fiscal Year Ended June 30, 2022, p. 125.

⁴ Homeowner housing burden is estimated at 35-percent of gross household income, based on California Health & Safety Code Sections 50052.5 and 50053.

Sources: mlslistings.com; Freddie Mac; City of St. Helena; Willdan Financial Services.

Aggregate Income

Table 1.7 identifies the aggregate household income of 100 single family owner households and 100 single family renter households who can afford housing at the market rate. This aggregate income is used as the driver of induced economic effects using the IMPLAN model.

Table 1.7: Estimated Incomes by Income Categories of Prototype Buyers and Renters

	Single Family Detached (Buyer)	Single Family Detached (Renter)
Income Category	Over \$200,000	Over \$200,000
Gross Household Income	\$ 328,439	\$ 217,347
New Households	100	100
Aggregate Household Income	\$ 32,843,915	\$ 21,734,748

Sources: Tables 1.5 and 1.6.

Induced Employment Impacts

The aggregate household income identified above is used to estimate the number of new jobs that new households will support with their household expenditures using the IMPLAN model. IMPLAN is an input-output based economic impact model used for a variety of different analyses. In this case IMPLAN models the economy for a region.

For this analysis, IMPLAN used data specific to Napa County to estimate the multipliers effects from new households. Essentially, IMPLAN used the increase in household spending associated with the new prototype households to identify the jobs (or fraction of jobs) that are supported by that spending.

The output of the IMPLAN model was then cross referenced with the assumed compensation associated with each occupation to estimate the aggregate number of jobs induced within each income category.

Table 1.8 shows the results of the IMPLAN analysis in terms of the induced employment and household generation supported by household spending from the gross income of 100 market rate rental households.

Table 1.9 shows the results of the IMPLAN analysis in terms of the induced employment and household generation supported by household spending from the gross income of 100 market rate single family ownership households.

Table 1.8: Employment and Household Generation from a New 100-Unit Rental Development by Income Level

SOC Code	Major Group	Extremely Low	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Employment
11	Management Occupations	-	-	-	1.30	0.38	1.68
13	Business and Financial Operations Occupations	-	-	0.86	0.49	-	1.35
15	Computer and Mathematical Occupations	-	-	-	0.36	-	0.36
17	Architecture and Engineering Occupations	-	-	0.02	0.06	-	0.08
19	Life, Physical, and Social Science Occupations	-	0.02	-	0.05	0.04	0.11
21	Community and Social Service Occupations	-	0.87	-	0.19	-	1.06
23	Legal Occupations	-	-	0.05	-	0.07	0.12
25	Educational Instruction and Library Occupations	-	1.30	0.18	-	-	1.48
27	Arts, Design, Entertainment, Sports, and Media Occupations	-	-	0.14	0.26	-	0.40
29	Healthcare Practitioners and Technical Occupations	-	-	0.83	-	1.59	2.42
31	Healthcare Support Occupations	2.71	0.63	0.07	-	-	3.41
33	Protective Service Occupations	-	0.34	0.02	-	-	0.36
35	Food Preparation and Serving Related Occupations	3.30	1.55	0.57	-	-	5.42
37	Building and Grounds Cleaning and Maintenance Occupations	1.03	0.25	0.06	-	-	1.34
39	Personal Care and Service Occupations	1.51	0.12	-	-	-	1.63
41	Sales and Related Occupations	3.06	0.09	0.81	0.11	-	4.07
43	Office and Administrative Support Occupations	-	3.30	0.30	-	-	3.60
45	Farming, Fishing, and Forestry Occupations	-	0.07	-	-	-	0.07
47	Construction and Extraction Occupations	-	0.01	0.28	-	-	0.29
49	Installation, Maintenance, and Repair Occupations	-	0.39	0.55	-	-	0.94
51	Production Occupations	-	0.47	0.09	-	-	0.56
53	Transportation and Material Moving Occupations	-	2.35	0.13	0.01	-	2.49
Total Jobs		11.61	11.76	4.96	2.83	2.08	33.24
Total Households ¹		9.83	9.95	4.20	2.40	1.76	28.13

¹ Assumes 1.18 jobs per household in Napa County based on data from the 2021 American Community Survey.

Sources: IPEDLAN, US Census, American Community Survey, 2021; Willdan Financial Services.

Table 1.9: Employment and Household Generation from a New 100-Unit Single Family For Sale Development by Income Level

SOC Code	Major Group	Extremely Low	Very Low Income	Low Income	Moderate Income	Above Moderate	Total Employment
11	Management Occupations	-	-	-	1.95	0.57	2.52
13	Business and Financial Operations Occupations	-	-	1.30	0.74	-	2.04
15	Computer and Mathematical Occupations	-	-	-	0.54	-	0.54
17	Architecture and Engineering Occupations	-	-	0.03	0.08	-	0.11
19	Life, Physical, and Social Science Occupations	-	0.03	-	0.07	0.06	0.16
21	Community and Social Service Occupations	-	1.31	-	0.29	-	1.60
23	Legal Occupations	-	-	0.07	-	0.11	0.18
25	Educational Instruction and Library Occupations	-	1.97	0.27	-	-	2.24
27	Arts, Design, Entertainment, Sports, and Media Occupations	-	-	0.21	0.40	-	0.61
29	Healthcare Practitioners and Technical Occupations	-	-	1.25	-	2.41	3.66
31	Healthcare Support Occupations	4.10	0.95	0.11	-	-	5.16
33	Protective Service Occupations	-	0.52	0.03	-	-	0.55
35	Food Preparation and Serving Related Occupations	4.98	2.34	0.85	-	-	8.17
37	Building and Grounds Cleaning and Maintenance Occupations	1.56	0.38	0.08	-	-	2.02
39	Personal Care and Service Occupations	2.28	0.18	-	-	-	2.46
41	Sales and Related Occupations	4.62	0.13	1.22	0.16	-	6.13
43	Office and Administrative Support Occupations	-	5.00	0.45	-	-	5.45
45	Farming, Fishing, and Forestry Occupations	-	0.10	0.01	-	-	0.11
47	Construction and Extraction Occupations	-	0.02	0.44	-	-	0.46
49	Installation, Maintenance, and Repair Occupations	-	0.59	0.84	-	-	1.43
51	Production Occupations	-	0.71	0.14	-	-	0.85
53	Transportation and Material Moving Occupations	-	3.55	0.18	0.02	-	3.75
Total Jobs		17.54	17.78	7.48	4.25	3.15	50.20
Total Households ¹		14.84	15.05	6.33	3.60	2.67	42.49

¹ Assumes 1.18 jobs per household in Napa County based on data from the 2021 American Community Survey.

Sources: IMPLAN, US Census, American Community Survey, 2021; Willdan Financial Services.

Affordable Housing Development Costs

Table 1.10 estimates the cost to build an affordable rental unit within the City of St. Helena. These cost assumptions were provided by the City of St. Helena based on the City's estimated cost of a five-unit affordable housing development project, and were adjusted for inflation from 2020 to current 2023 dollars.

Table 1.10: Affordable Housing Development Costs

	Apartment Rental
Total Development Costs per Unit ¹	\$ 910,500

¹ Cost per unit to construct affordable units was \$694,000 in 2020. Adjusted for inflation to September, 2023 using the Engineering News Record's Building Cost Index.

Source: City of St. Helena.

Affordability Gap and Maximum Fee Calculation

The housing affordability gap is the difference between what very low, low, and moderate-income households can afford to pay for housing, and the cost to develop affordable housing units. The affordable monthly rent associated with each income level is used to estimate the monthly supportable debt per unit, which is then used to estimate the loan proceeds associated with that level of income. The loan amount is compared to the affordable unit development costs, and the difference is the financing gap per unit.

The financing gap per unit is then multiplied by the number of units induced within each income category to determine the total financing gap associated with the 100 prototype units. This figure is then divided by 100 to determine the housing fee per unit, but prototype type. The fee per unit is finally divided by the assumed prototype square footage to determine the fee per square foot.

Table 1.11 displays the calculation of the affordability gap and maximum justified affordable housing impact fee for new rental units and for new single family units.

Table 1.11: Affordable Housing Impact Fee Calculation

	Extremely Low Income (up to 30% AMI)	Very Low Income (31- 50% AMI)	Low Income (51-80% AMI)	Moderate Income (81- 120% AMI)
Household Income Limit	\$ 36,050	\$ 60,100	\$ 96,050	\$ 139,950
Affordable Monthly Rent per Unit ¹	640	1,242	2,140	3,238
Monthly Operating Expenses	500	500	500	500
Vacancy	5%	5%	5%	5%
Net Operating Income per Unit	108	679	1,533	2,576
Monthly Supportable Debt Service per Unit	83	523	1,179	1,981
Loan Amount	12,177	76,438	172,495	289,795
Affordable Unit Development Costs	910,500	910,500	910,500	910,500
Financing Gap per Affordable Unit	898,323	834,062	738,005	620,705
<u>Fee Calculation for New Rental Units</u>				
Units Demanded	9.83	9.95	4.20	2.40
Total Financing Gap	\$ 8,826,782	\$ 8,301,249	\$ 3,097,980	\$ 1,486,653
Maximum Impact Fee per 100-Unit Development	\$ 21,712,665			
Maximum Impact Fee per Unit	\$ 217,127			
Prototype Square Feet	1,608			
Maximum Impact Fee per Square Foot	\$ 135			
<u>Fee Calculation for New For Sale Single Family Units</u>				
Units Demanded	14.84	15.05	6.33	3.60
Total Financing Gap	\$ 13,335,208	\$ 12,550,698	\$ 4,671,954	\$ 2,232,607
Maximum Impact Fee per 100-Unit Development	\$ 32,790,466			
Maximum Impact Fee per Unit	\$ 327,905			
Prototype Square Feet	1,669			
Maximum Impact Fee per Square Foot	\$ 196			
<u>Financing Terms</u>				
Debt Coverage Ratio	1.3			
Interest Rate	7.18%			
Term of Loan	30			
¹ Monthly affordable rent is calculated at 30% of the monthly AMI for a three-person household from Table 1.1, less utility allowance for a three person household identified in Table 1.3.				
Sources: Tables 1.1, 1.3, 1.5, 1.6, 1.8, 1.9 and 1.10.				

2. Commercial Linkage Fee

This chapter details an analysis of the need for affordable housing required to accommodate lower-income employees associated with commercial development projects within the City of St. Helena. It documents a reasonable relationship between new development and a commercial linkage fee to fund affordable housing.

Nexus Approach

This study calculates the maximum legal fee charged on new commercial development for affordable housing in the following steps:

1. **Establish commercial prototypes representing typical commercial development in St. Helena.** The prototypes used in this study are not intended to represent specific development projects. Instead, they represent the types of development projects that may be built in St. Helena.
2. **Estimate the number of workers that will work in the new commercial space.** The estimated number of workers are based occupancy density assumptions for each type of commercial development project. The employment density assumptions density factors were multiplied by the building size (100,000 square feet) to calculate the total number of workers occupying each commercial prototype.
3. **Estimate worker household incomes.** To determine the proportion of households requiring affordable housing the analysis uses local wage data associated with the industries and occupations housed within each prototype.
4. **Calculate the affordability gap.** The housing affordability gap is defined as the difference between what very low, low, and moderate-income households can afford to pay for housing, and the cost to develop new, modest housing units.
5. **Calculate maximum commercial linkage fee for each prototype.** The maximum commercial linkage fee for each prototype is calculated by multiplying the total number of very low, low, and moderate- income new worker households for each prototype (calculated in Step 3), by the corresponding affordable housing gap figure (calculated in Step 4). The total affordability gap was then divided by 100,000 SF, the size of each commercial prototype, to generate a maximum fee per square foot.

Commercial Prototypes

This study calculates commercial linkage fees for four types of nonresidential development projects. These nonresidential land use classifications correspond with the nonresidential land uses in the City's development impact fee program. The prototypes are 100,000 square feet of commercial (service, retail), office, industrial and hotel development.

Table 2.1 displays prototype building sizes, and an estimate of net new workers per household. Data from the US Census was used to identify the share of workers for each prototype that would be housed within City limits. The resulting net new workers are divided by the assumption of jobs per household to determine the number of net new worker households in St. Helena associated with each prototype.

Table 2.1: Net New Workers per Prototype

	Commercial	Office	Industrial	Hotel
Prototype Building Size (Sq. Ft.)	100,000	100,000	100,000	100,000
Employees per 100,000 Sq. Ft. ¹	212	326	116	100
Percent of St. Helena Employees with Jobs inside City limits ²	11.40%	11.40%	11.40%	11.40%
Net New Workers Living in St. Helena	24.17	37.16	13.22	11.40
Jobs per Household ³	1.18	1.18	1.18	1.18
Households	20.48	31.49	11.21	9.66

¹ Consistent with occupancy density factors from Development Impact Fee Study.

² OnTheMap Application. Percent employed and living in St. Helena.

³ Assumes 1.18 jobs per household in Napa County based on data from the 2021 American Community Survey.

Sources: <https://onthemap.ces.census.gov/>; 2021 American Community Survey; Tables 2.2, Willdan Financial Services.

Industries

Various industries could be housed within each prototype. This analysis used the most recent available national industry data as of the fourth quarter of 2022 from the US Bureau of Labor Statistics to identify the range of industries associated with each prototype. **Table 2.2 through Table 2.5** identify the industries associated with each prototype. In the next step, the occupations associated with each industry will be used to estimate the wages of workers that may be employed within each prototype.

Table 2.2: Definition of Industries for Retail Commercial Prototype

NAICS Code (2022)	NAICS Code (2017)	Description	Percent Total Workers in Prototype
7225	7225	Restaurants and other eating places	37.8%
4451	4451	Grocery stores	10.0%
4411	4411	Automobile dealers	4.5%
4441	4441	Building material and supplies dealers	4.4%
4561	4461	Health and personal care stores	4.0%
8111	8111	Automotive repair and maintenance	3.5%
4571	4471	Gasoline stations	3.4%
4581	4481	Clothing stores	3.2%
8121	8121	Personal care services	2.5%
4413	4413	Auto parts, accessories, and tire stores	2.1%
4591	4511	Sporting goods and musical instrument stores	1.8%
4599	4539	Other miscellaneous store retailers	1.7%
4491	4422	Home furnishings stores	1.6%
4492	4431	Electronics and appliance stores	1.6%
7224	7224	Drinking places, alcoholic beverages	1.5%
8129	8129	Other personal services	1.4%
4231	4231	Motor vehicle and parts merchant wholesalers	1.3%
4237	4237	Hardware and plumbing merchant wholesalers	1.1%
4233	4233	Lumber and const. supply merchant wholesalers	0.9%
8123	8123	Drycleaning and laundry services	0.9%
4452	4452	Specialty food stores	0.9%
8113	8113	Commercial machinery repair and maintenance	0.8%
4594	4532	Office supplies, stationery, and gift stores	0.8%
5321	5321	Automotive equipment rental and leasing	0.7%
4595	4533	Used merchandise stores	0.7%
4442	4442	Lawn and garden equipment and supplies stores	0.7%
5324	5324	Machinery and equipment rental and leasing	0.7%
5615	5615	Travel arrangement and reservation services	0.6%
4582	4482	Shoe stores	0.6%
4453	4453	Beer, wine, and liquor stores	0.6%
4412	4412	Other motor vehicle dealers	0.6%
8122	8122	Death care services	0.5%
5322	5322	Consumer goods rental	0.5%
4583	4483	Jewelry, luggage, and leather goods stores	0.4%
4232	4421	Furniture stores	0.4%
8112	8112	Electronic equipment repair and maintenance	0.4%
8114	8114	Household goods repair and maintenance	0.3%
4592	4512	Book stores and news dealers	0.3%
4593	4531	Florists	0.2%
5323	5323	General rental centers	0.1%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Table 2.3: Definition of Industries for Office Prototype

NAICS Code (2022)	NAICS Code (2017)	Description	Percent Total Workers in Prototype
5613	5613	Employment services	9.3%
6211	6211	Offices of physicians	6.8%
5511	5511	Management of companies and enterprises	6.1%
5415	5415	Computer systems design and related services	6.0%
5617	5617	Services to buildings and dwellings	5.3%
5416	5416	Management and technical consulting services	4.5%
5221	5221	Depository credit intermediation	4.3%
5413	5413	Architectural and engineering services	3.9%
5242	5242	Insurance agencies and brokerages	3.2%
5241	5241	Insurance carriers	2.9%
5411	5411	Legal services	2.8%
5412	5412	Accounting and bookkeeping services	2.7%
6213	6213	Offices of other health practitioners	2.7%
6214	6214	Outpatient care centers	2.5%
6212	6212	Offices of dentists	2.4%
5616	5616	Investigation and security services	2.4%
5417	5417	Scientific research and development services	2.2%
5419	5419	Other professional and technical services	2.0%
5313	5313	Activities related to real estate	1.9%
5614	5614	Business support services	1.9%
7223	7223	Special food services	1.7%
5132	5112	Software publishers	1.5%
5311	5311	Lessors of real estate	1.5%
5611	5611	Office administrative services	1.5%
5171	517	Wired and wireless telecommunications (except satellite)	1.5%
5239	523	Other financial investment activities	1.4%
5222	5222	Non-depository credit intermediation	1.4%
5418	5418	Advertising, pr, and related services	1.2%
5182	5182	Data processing, hosting and related services	1.2%
5231	523	Securities, commodity contracts, investments	1.1%
3345	3345	Electronic instrument manufacturing	1.0%
5121	5121	Motion picture and video industries	1.0%
3344	3344	Semiconductor and electronic component mfg.	0.9%
5312	5312	Offices of real estate agents and brokers	0.9%
3391	3391	Medical equipment and supplies manufacturing	0.8%
5619	5619	Other support services	0.8%
6215	6215	Medical and diagnostic laboratories	0.8%
5223	5223	Activities related to credit intermediation	0.8%
5131	5111	Newspaper, periodical, book, and directory publishers	0.7%
5192	5191	Web search portals, libraries, archives, and other information services	0.4%
3341	3341	Computer and peripheral equipment mfg.	0.4%
5612	5612	Facilities support services	0.4%
5414	5414	Specialized design services	0.4%
3353	3353	Electrical equipment manufacturing	0.3%
5161	515	Broadcasting, except internet	0.3%
3342	3342	Communications equipment manufacturing	0.2%
5178	517	All other telecommunications	0.1%
5331	5331	Lessors of nonfinancial intangible assets	0.1%
5122	5122	Sound recording industries	0.1%
5259	5259	Other investment pools and funds	0.0%
5174	517	Satellite telecommunications	0.0%
5232	523	Securities and commodity exchanges	0.0%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Table 2.4: Definition of Industries for Industrial (Business Park, Light Industrial) Prototype

NAICS Code (2022)	NAICS Code (2017)	Description	Percent Total Workers in Prototype
5613	5613	Employment services	7.1%
6211	6211	Offices of physicians	5.2%
5511	5511	Management of companies and enterprises	4.7%
5415	5415	Computer systems design and related services	4.6%
2382	2382	Building equipment contractors	4.4%
5617	5617	Services to buildings and dwellings	4.0%
5416	5416	Management and technical consulting services	3.4%
5221	5221	Depository credit intermediation	3.3%
5413	5413	Architectural and engineering services	3.0%
5242	5242	Insurance agencies and brokerages	2.4%
5241	5241	Insurance carriers	2.2%
5411	5411	Legal services	2.2%
5412	5412	Accounting and bookkeeping services	2.1%
6213	6213	Offices of other health practitioners	2.0%
6214	6214	Outpatient care centers	1.9%
6212	6212	Offices of dentists	1.9%
5616	5616	Investigation and security services	1.8%
2381	2381	Building foundation and exterior contractors	1.8%
2361	2361	Residential building construction	1.7%
5417	5417	Scientific research and development services	1.7%
5419	5419	Other professional and technical services	1.6%
2362	2362	Nonresidential building construction	1.6%
2383	2383	Building finishing contractors	1.5%
5313	5313	Activities related to real estate	1.5%
5614	5614	Business support services	1.4%
2389	2389	Other specialty trade contractors	1.4%
7223	7223	Special food services	1.3%
5132	5112	Software publishers	1.2%
5311	5311	Lessors of real estate	1.1%
5611	5611	Office administrative services	1.1%
5171	517	Telecommunications	1.1%
2371	2371	Utility system construction	1.0%
5222	5222	Nondepository credit intermediation	1.0%
3363	3363	Motor vehicle parts manufacturing	1.0%
3116	3116	Animal slaughtering and processing	1.0%
5418	5418	Advertising, pr, and related services	0.9%
5182	5182	Data processing, hosting and related services	0.9%
3345	3345	Electronic instrument manufacturing	0.8%
3323	3323	Architectural and structural metals mfg.	0.7%
3344	3344	Semiconductor and electronic component mfg.	0.7%
5312	5312	Offices of real estate agents and brokers	0.7%
3231	3231	Printing and related support activities	0.7%
2373	2373	Highway, street, and bridge construction	0.6%
3254	3254	Pharmaceutical and medicine manufacturing	0.6%
3327	3327	Machine shops and threaded product mfg.	0.6%
3391	3391	Medical equipment and supplies manufacturing	0.6%
3118	3118	Bakeries and tortilla manufacturing	0.6%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Table 2.4: Definition of Industries for Industrial (Business Park, Light Industrial) Prototype Continued

NAICS Code (2022)	NAICS Code (2017)	Description	Percent Total Workers in Prototype
5619	5619	Other support services	0.6%
6215	6215	Medical and diagnostic laboratories	0.6%
3121	3121	Beverage manufacturing	0.6%
5223	5223	Activities related to credit intermediation	0.6%
5131	5111	Newspaper, book, and directory publishers	0.6%
3399	3399	Other miscellaneous manufacturing	0.5%
3339	3339	Other general purpose machinery manufacturing	0.5%
3329	3329	Other fabricated metal product manufacturing	0.5%
3119	3119	Other food manufacturing	0.5%
3219	3219	Other wood product manufacturing	0.5%
3371	3371	Household and institutional furniture mfg.	0.4%
5621	5621	Waste collection	0.4%
3273	3273	Cement and concrete product manufacturing	0.4%
5192	5191	Web search portals, libraries, archives, and other	0.3%
3114	3114	Fruit and vegetable preserving and specialty	0.3%
3335	3335	Metalworking machinery manufacturing	0.3%
3115	3115	Dairy product manufacturing	0.3%
3359	3359	Other electrical equipment and component mfg.	0.3%
5612	5612	Facilities support services	0.3%
5414	5414	Specialized design services	0.3%
3332	3332	Industrial machinery manufacturing	0.2%
2379	2379	Other heavy construction	0.2%
5161	515	Broadcasting, except internet	0.2%
3256	3256	Soap, cleaning compound, and toiletry mfg.	0.2%
3324	3324	Boiler, tank, and shipping container mfg.	0.2%
3211	3211	Sawmills and wood preservation	0.2%
3333	3333	Commercial and service industry machinery	0.2%
3212	3212	Plywood and engineered wood product mfg.	0.2%
3272	3272	Glass and glass product manufacturing	0.2%
3149	3149	Other textile product mills	0.1%
2213	2213	Water, sewage and other systems	0.1%
5178	517	All other telecommunications	0.1%
3141	3141	Textile furnishings mills	0.1%
3369	3369	Other transportation equipment manufacturing	0.1%
2372	2372	Land subdivision	0.1%
3322	3322	Cutlery and handtool manufacturing	0.1%
3271	3271	Clay product and refractory manufacturing	0.1%
3343	3343	Audio and video equipment manufacturing	0.0%
5174	517	Satellite telecommunications	0.0%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Table 2.5: Definition of Industries for Hotel Prototype

NAICS Code (2017 and 2022)	Description	Percent Total Workers in Prototype
721	Accommodation	100.0%

Sources: BLS, Quarterly Census of Employment and Wages, Fourth Quarter 2022.

Occupations and Wages

The US Bureau of Labor Statistics, Industry-occupation matrix was used to identify the occupations associated with the industries that may be housed by each prototype in the preceding tables. Local wage data for Napa County provided by the California Employment Development Department (CA EDD) from the first quarter of 2023 was cross referenced with the identified occupations to estimate the average wages of each occupation associated with each prototype. **Table 2.6 through Table 2.9** identify the occupations and annual average wages for each occupation associated with the industries housed in each building prototype, respectively. Note that the occupations are listed because they are associated with an industry in the national data. This does not mean to imply that each occupation listed in these tables will be found in St. Helena.

Table 2.6: Occupation Mix and Averages for Commercial Prototype

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
11-1011	Chief Executives	0.0309%	\$ 280,501
11-1021	General and Operations Managers	2.4179%	151,214
11-2021	Marketing Managers	0.0281%	190,254
11-2022	Sales Managers	0.3207%	147,583
11-3012	Administrative Services Managers	0.0253%	117,406
11-3013	Facilities Managers	0.0111%	108,849
11-3021	Computer and Information Systems Managers	0.0158%	177,434
11-3031	Financial Managers	0.0752%	168,490
11-3051	Industrial Production Managers	0.0376%	153,050
11-3061	Purchasing Managers	0.0079%	130,256
11-3071	Transportation, Storage, and Distribution Managers	0.0451%	114,244
11-3121	Human Resources Managers	0.0107%	140,159
11-9041	Architectural and Engineering Managers	0.0127%	184,318
11-9051	Food Service Managers	0.6699%	83,363
11-9171	Funeral Home Managers	0.0507%	91,053
11-9179	Personal Service Managers, All Other	0.0178%	75,112
11-9199	Managers, All Other	0.0491%	152,458
13-1041	Compliance Officers	0.0115%	84,332
13-1051	Cost Estimators	0.0990%	99,079
13-1071	Human Resources Specialists	0.0899%	83,455
13-1081	Logisticians	0.0162%	87,320
13-1082	Project Management Specialists	0.0384%	104,117
13-1111	Management Analysts	0.0107%	94,775
13-1121	Meeting, Convention, and Event Planners	0.0352%	64,363
13-1151	Training and Development Specialists	0.1208%	73,511
13-1161	Market Research Analysts and Marketing Specialists	0.1386%	84,475
13-1199	Business Operations Specialists, All Other	0.1128%	76,397
13-2011	Accountants and Auditors	0.1722%	95,030
13-2051	Financial and Investment Analysts	0.0036%	116,172
13-2072	Loan Officers	0.0455%	88,738
13-2099	Financial Specialists, All Other	0.0202%	78,468
15-1211	Computer Systems Analysts	0.0095%	113,293
15-1231	Computer Network Support Specialists	0.0103%	87,114
15-1232	Computer User Support Specialists	0.0748%	79,285
15-1241	Computer Network Architects	0.0024%	122,473
15-1242	Database Administrators	0.0024%	104,872
15-1244	Network and Computer Systems Administrators	0.0214%	105,110
15-1251	Computer Programmers	0.0055%	127,375
15-1252	Software Developers	0.0317%	139,867
15-1253	Software Quality Assurance Analysts and Testers	0.0055%	142,982
15-1254	Web Developers	0.0083%	107,042
15-1255	Web and Digital Interface Designers	0.0087%	81,008
15-1299	Computer Occupations, All Other	0.0154%	104,269
15-2051	Data Scientists	0.0020%	117,001
17-2071	Electrical Engineers	0.0115%	156,741
17-2072	Electronics Engineers, Except Computer	0.0079%	143,938
17-2112	Industrial Engineers	0.0424%	120,407

Table 2.6: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
17-2141	Mechanical Engineers	0.0400%	113,678
17-2199	Engineers, All Other	0.0067%	104,550
17-3013	Mechanical Drafters	0.0079%	79,191
17-3023	Electrical and Electronic Engineering Technologists and Technicians	0.0059%	82,358
17-3026	Industrial Engineering Technologists and Technicians	0.0079%	80,084
17-3027	Mechanical Engineering Technologists and Technicians	0.0055%	77,353
23-2093	Title Examiners, Abstractors, and Searchers	0.0063%	90,977
25-3021	Self-Enrichment Teachers	0.0242%	58,100
27-1011	Art Directors	0.0036%	108,485
27-1022	Fashion Designers	0.0020%	96,678
27-1023	Floral Designers	0.1295%	44,071
27-1024	Graphic Designers	0.0281%	76,855
27-1025	Interior Designers	0.0463%	89,949
27-1026	Merchandise Displayers and Window Trimmers	0.2479%	46,397
27-3031	Public Relations Specialists	0.0226%	96,647
27-4021	Photographers	0.0075%	67,799
29-1041	Optometrists	0.0182%	149,825
29-1051	Pharmacists	0.6113%	172,006
29-1126	Respiratory Therapists	0.0059%	99,846
29-1141	Registered Nurses	0.0131%	152,027
29-1181	Audiologists	0.0059%	114,020
29-2052	Pharmacy Technicians	1.0536%	61,828
29-2057	Ophthalmic Medical Technicians	0.0083%	54,123
29-2081	Opticians, Dispensing	0.0717%	55,837
29-2091	Orthotists and Prosthetists	0.0055%	87,935
29-2092	Hearing Aid Specialists	0.0135%	66,148
31-9011	Massage Therapists	0.1714%	52,720
31-9095	Pharmacy Aides	0.1267%	59,577
31-9099	Healthcare Support Workers, All Other	0.0067%	52,992
33-9032	Security Guards	0.1540%	41,286
33-9099	Protective Service Workers, All Other	0.0083%	40,073
35-1011	Chefs and Head Cooks	0.3049%	77,586
35-1012	First-Line Supervisors of Food Preparation and Serving Workers	3.5653%	51,215
35-2011	Cooks, Fast Food	3.1025%	38,087
35-2012	Cooks, Institution and Cafeteria	0.0253%	51,487
35-2014	Cooks, Restaurant	4.4550%	44,839
35-2015	Cooks, Short Order	0.4375%	42,435
35-2019	Cooks, All Other	0.0313%	41,547
35-2021	Food Preparation Workers	2.4096%	41,233
35-3011	Bartenders	1.4835%	39,885
35-3023	Fast Food and Counter Workers	11.1236%	37,648
35-3031	Waiters and Waitresses	6.5653%	41,202
35-3041	Food Servers, Nonrestaurant	0.0717%	44,317
35-9011	Dining Room and Cafeteria Attendants and Bartender Helpers	0.9166%	37,000
35-9021	Dishwashers	1.2535%	38,662
35-9031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	1.2282%	38,307
35-9099	Food Preparation and Serving Related Workers, All Other	0.2245%	43,564
37-1012	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	0.0107%	73,917
37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	0.4438%	44,181
37-2012	Maids and Housekeeping Cleaners	0.0166%	42,352
37-3011	Landscaping and Groundskeeping Workers	0.1006%	47,118

Table 2.6: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
39-1022	First-Line Supervisors of Personal Service Workers	0.1520%	53,849
39-2011	Animal Trainers	0.0384%	48,320
39-2021	Animal Caretakers	0.5939%	39,958
39-3091	Amusement and Recreation Attendants	0.0103%	37,659
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	0.0075%	42,822
39-4011	Embalmers	0.0158%	59,462
39-4012	Crematory Operators	0.0075%	46,073
39-4021	Funeral Attendants	0.1299%	42,341
39-4031	Morticians, Undertakers, and Funeral Arrangers	0.0978%	55,626
39-5011	Barbers	0.0503%	48,205
39-5012	Hairdressers, Hairstylists, and Cosmetologists	1.0817%	43,355
39-5092	Manicurists and Pedicurists	0.4866%	36,154
39-5093	Shampooers	0.0392%	34,523
39-5094	Skincare Specialists	0.1588%	50,463
39-6012	Concierges	0.0218%	43,658
39-9011	Childcare Workers	0.0055%	41,192
39-9031	Exercise Trainers and Group Fitness Instructors	0.0269%	68,252
39-9099	Personal Care and Service Workers, All Other	0.0578%	39,990
41-1011	First-Line Supervisors of Retail Sales Workers	3.2719%	60,565
41-1012	First-Line Supervisors of Non-Retail Sales Workers	0.1544%	91,122
41-2011	Cashiers	10.2022%	37,787
41-2021	Counter and Rental Clerks	0.7273%	48,173
41-2022	Parts Salespersons	0.9011%	45,659
41-2031	Retail Salespersons	10.6738%	44,263
41-3021	Insurance Sales Agents	0.0150%	89,943
41-3031	Securities, Commodities, and Financial Services Sales Agents	0.0190%	81,440
41-3041	Travel Agents	0.1291%	54,359
41-3091	Sales Representatives of Services, Except Advertising, Insurance, Fi	0.6046%	85,598
41-4011	Sales Representatives, Wholesale and Manufacturing, Technical and	0.0265%	107,455
41-4012	Sales Representatives, Wholesale and Manufacturing, Except Techn	0.3753%	94,153
41-9011	Demonstrators and Product Promoters	0.0356%	46,921
41-9031	Sales Engineers	0.0079%	147,125
41-9041	Telemarketers	0.0115%	40,032
41-9099	Sales and Related Workers, All Other	0.1809%	71,302
43-1011	First-Line Supervisors of Office and Administrative Support Workers	0.4133%	74,744
43-2011	Switchboard Operators, Including Answering Service	0.0095%	48,962
43-3011	Bill and Account Collectors	0.0273%	58,444
43-3021	Billing and Posting Clerks	0.0582%	57,825
43-3031	Bookkeeping, Accounting, and Auditing Clerks	0.7281%	58,837
43-3051	Payroll and Timekeeping Clerks	0.0301%	62,969
43-3061	Procurement Clerks	0.0230%	51,834
43-4041	Credit Authorizers, Checkers, and Clerks	0.0055%	49,571
43-4051	Customer Service Representatives	1.4135%	47,454
43-4071	File Clerks	0.0162%	47,392
43-4151	Order Clerks	0.0443%	49,375
43-4161	Human Resources Assistants, Except Payroll and Timekeeping	0.0158%	58,414
43-4171	Receptionists and Information Clerks	0.5096%	44,479
43-4181	Reservation and Transportation Ticket Agents and Travel Clerks	0.0519%	44,138
43-4199	Information and Record Clerks, All Other	0.0150%	58,197
43-5021	Couriers and Messengers	0.0063%	43,353

Table 2.6: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
43-5032	Dispatchers, Except Police, Fire, and Ambulance	0.0396%	51,937
43-5061	Production, Planning, and Expediting Clerks	0.0891%	61,450
43-5071	Shipping, Receiving, and Inventory Clerks	0.6212%	52,040
43-5111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	0.0190%	46,813
43-6011	Executive Secretaries and Executive Administrative Assistants	0.0483%	84,175
43-6013	Medical Secretaries and Administrative Assistants	0.0063%	54,499
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and	0.4011%	53,249
43-9021	Data Entry Keyers	0.0202%	43,715
43-9041	Insurance Claims and Policy Processing Clerks	0.0044%	50,542
43-9061	Office Clerks, General	1.0595%	50,078
43-9071	Office Machine Operators, Except Computer	0.0044%	46,576
43-9199	Office and Administrative Support Workers, All Other	0.0206%	58,166
45-1011	First-Line Supervisors of Farming, Fishing, and Forestry Workers	0.0067%	65,514
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	0.0855%	41,090
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	0.0123%	97,987
47-2031	Carpenters	0.0269%	75,484
47-2041	Carpet Installers	0.0301%	55,141
47-2042	Floor Layers, Except Carpet, Wood, and Hard Tiles	0.0115%	60,937
47-2061	Construction Laborers	0.0135%	58,127
47-2111	Electricians	0.0115%	71,909
47-2121	Glaziers	0.0297%	79,028
47-2152	Plumbers, Pipefitters, and Steamfitters	0.0131%	81,022
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	0.4925%	98,474
49-2011	Computer, Automated Teller, and Office Machine Repairers	0.1635%	54,367
49-2021	Radio, Cellular, and Tower Equipment Installers and Repairers	0.0099%	70,638
49-2022	Telecommunications Equipment Installers and Repairers, Except Lin	0.0210%	85,406
49-2092	Electric Motor, Power Tool, and Related Repairers	0.0150%	57,942
49-2094	Electrical and Electronics Repairers, Commercial and Industrial Equi	0.0210%	77,509
49-2096	Electronic Equipment Installers and Repairers, Motor Vehicles	0.0238%	40,915
49-2097	Audiovisual Equipment Installers and Repairers	0.0309%	60,533
49-3021	Automotive Body and Related Repairers	0.5365%	64,648
49-3022	Automotive Glass Installers and Repairers	0.0566%	49,869
49-3023	Automotive Service Technicians and Mechanics	2.2033%	62,140
49-3031	Bus and Truck Mechanics and Diesel Engine Specialists	0.2890%	72,669
49-3041	Farm Equipment Mechanics and Service Technicians	0.0119%	60,139
49-3042	Mobile Heavy Equipment Mechanics, Except Engines	0.0321%	69,052
49-3051	Motorboat Mechanics and Service Technicians	0.0626%	58,865
49-3052	Motorcycle Mechanics	0.0578%	54,730
49-3053	Outdoor Power Equipment and Other Small Engine Mechanics	0.0645%	53,507
49-3091	Bicycle Repairers	0.0531%	42,739
49-3092	Recreational Vehicle Service Technicians	0.0606%	56,326
49-3093	Tire Repairers and Changers	0.3167%	41,288
49-9011	Mechanical Door Repairers	0.0166%	55,984
49-9012	Control and Valve Installers and Repairers, Except Mechanical Door	0.0059%	87,748
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	0.0392%	65,487
49-9031	Home Appliance Repairers	0.0879%	50,543
49-9041	Industrial Machinery Mechanics	0.2063%	72,286
49-9043	Maintenance Workers, Machinery	0.0146%	61,072
49-9044	Millwrights	0.0127%	69,529
49-9062	Medical Equipment Repairers	0.0527%	69,280

Table 2.6: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
49-9063	Musical Instrument Repairers and Tuners	0.0182%	49,413
49-9064	Watch and Clock Repairers	0.0075%	58,937
49-9069	Precision Instrument and Equipment Repairers, All Other	0.0162%	71,975
49-9071	Maintenance and Repair Workers, General	0.3310%	57,673
49-9081	Wind Turbine Service Technicians	0.0111%	71,736
49-9091	Coin, Vending, and Amusement Machine Servicers and Repairers	0.0048%	54,056
49-9098	Helpers--Installation, Maintenance, and Repair Workers	0.0974%	43,993
49-9099	Installation, Maintenance, and Repair Workers, All Other	0.1231%	51,082
51-1011	First-Line Supervisors of Production and Operating Workers	0.2597%	82,224
51-2021	Coil Winders, Tapers, and Finishers	0.0055%	43,540
51-2041	Structural Metal Fabricators and Fitters	0.0146%	54,753
51-3011	Bakers	0.3825%	42,196
51-3021	Butchers and Meat Cutters	0.4613%	44,395
51-3022	Meat, Poultry, and Fish Cutters and Trimmers	0.0697%	36,818
51-3023	Slaughterers and Meat Packers	0.0091%	35,599
51-3091	Food and Tobacco Roasting, Baking, and Drying Machine Operators	0.0107%	42,748
51-3092	Food Batchmakers	0.0487%	39,851
51-3093	Food Cooking Machine Operators and Tenders	0.0143%	40,122
51-3099	Food Processing Workers, All Other	0.0123%	36,943
51-4021	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic	0.0119%	43,227
51-4022	Forging Machine Setters, Operators, and Tenders, Metal and Plastic	0.0139%	56,775
51-4023	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	0.0119%	51,325
51-4031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic	0.1255%	45,999
51-4033	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.0396%	44,478
51-4034	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.0087%	54,878
51-4041	Machinists	0.1314%	58,151
51-4072	Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic	0.0115%	44,655
51-4081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.0511%	44,697
51-4111	Tool and Die Makers	0.0352%	71,552
51-4121	Welders, Cutters, Solderers, and Brazers	0.1734%	59,266
51-4122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders, Metal and Plastic	0.0123%	52,992
51-4191	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic	0.0063%	50,439
51-4193	Plating Machine Setters, Operators, and Tenders, Metal and Plastic	0.0055%	46,083
51-4194	Tool Grinders, Filers, and Sharpeners	0.0063%	48,136
51-5112	Printing Press Operators	0.0044%	52,450
51-6011	Laundry and Dry-Cleaning Workers	0.3231%	39,403
51-6021	Pressers, Textile, Garment, and Related Materials	0.1006%	37,141
51-6031	Sewing Machine Operators	0.0281%	37,673
51-6041	Shoe and Leather Workers and Repairers	0.0051%	43,530
51-6052	Tailors, Dressmakers, and Custom Sewers	0.0467%	47,844
51-6093	Upholsterers	0.0281%	44,989
51-7011	Cabinetmakers and Bench Carpenters	0.0067%	51,460
51-7021	Furniture Finishers	0.0131%	48,428
51-9012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders, Metal and Plastic	0.0162%	74,543
51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers	0.1318%	51,689
51-9071	Jewelers and Precious Stone and Metal Workers	0.0562%	50,970
51-9082	Medical Appliance Technicians	0.0063%	48,375
51-9083	Ophthalmic Laboratory Technicians	0.0154%	51,148
51-9111	Packaging and Filling Machine Operators and Tenders	0.0107%	48,730
51-9123	Painting, Coating, and Decorating Workers	0.0059%	52,502

Table 2.6: Occupation Mix and Averages for Commercial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
51-9124	Coating, Painting, and Spraying Machine Setters, Operators, and Te	0.1378%	58,536
51-9151	Photographic Process Workers and Processing Machine Operators	0.0055%	47,333
51-9161	Computer Numerically Controlled Tool Operators	0.0610%	52,117
51-9162	Computer Numerically Controlled Tool Programmers	0.0083%	79,629
51-9194	Etchers and Engravers	0.0095%	43,905
51-9195	Molders, Shapers, and Casters, Except Metal and Plastic	0.0075%	49,032
51-9198	Helpers--Production Workers	0.0574%	46,989
51-9199	Production Workers, All Other	0.0277%	49,543
53-3031	Driver/Sales Workers	1.2286%	46,920
53-3032	Heavy and Tractor-Trailer Truck Drivers	0.2407%	60,073
53-3033	Light Truck Drivers	0.9277%	48,398
53-3053	Shuttle Drivers and Chauffeurs	0.0994%	41,842
53-6021	Parking Attendants	0.2688%	37,357
53-6031	Automotive and Watercraft Service Attendants	0.3397%	39,470
53-6051	Transportation Inspectors	0.0055%	75,651
53-6099	Transportation Workers, All Other	0.0075%	49,886
53-7051	Industrial Truck and Tractor Operators	0.0788%	50,573
53-7061	Cleaners of Vehicles and Equipment	1.0571%	40,094
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	0.8113%	43,809
53-7063	Machine Feeders and Offbearers	0.0067%	45,162
53-7064	Packers and Packagers, Hand	0.4490%	36,983
53-7065	Stockers and Order Fillers	3.5816%	42,217
53-7199	Material Moving Workers, All Other	0.0293%	49,761

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

Table 2.7: Occupation Mix and Averages for Office Prototype

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
11-1011	Chief Executives	0.2556%	\$ 280,501
11-1021	General and Operations Managers	2.8314%	151,214
11-2011	Advertising and Promotions Managers	0.0495%	183,247
11-2021	Marketing Managers	0.5210%	190,254
11-2022	Sales Managers	0.5315%	147,583
11-2032	Public Relations Managers	0.0764%	160,760
11-2033	Fundraising Managers	0.0071%	137,701
11-3012	Administrative Services Managers	0.2596%	117,406
11-3013	Facilities Managers	0.0801%	108,849
11-3021	Computer and Information Systems Managers	0.9955%	177,434
11-3031	Financial Managers	1.2535%	168,490
11-3051	Industrial Production Managers	0.0980%	153,050
11-3061	Purchasing Managers	0.0754%	130,256
11-3071	Transportation, Storage, and Distribution Managers	0.0619%	114,244
11-3111	Compensation and Benefits Managers	0.0271%	153,305
11-3121	Human Resources Managers	0.2445%	140,159
11-3131	Training and Development Managers	0.0511%	152,988
11-9013	Farmers, Ranchers, and Other Agricultural Managers	0.0013%	118,578
11-9021	Construction Managers	0.0751%	143,065
11-9031	Education and Childcare Administrators, Preschool and Daycare	0.0018%	71,992
11-9032	Education Administrators, Kindergarten through Secondary	0.0016%	132,693
11-9033	Education Administrators, Postsecondary	0.0003%	143,422
11-9039	Education Administrators, All Other	0.0040%	123,260
11-9041	Architectural and Engineering Managers	0.2941%	184,318
11-9051	Food Service Managers	0.0596%	83,363
11-9072	Entertainment and Recreation Managers, Except Gambling	0.0018%	89,003
11-9081	Lodging Managers	0.0055%	89,645
11-9111	Medical and Health Services Managers	0.4350%	138,476
11-9121	Natural Sciences Managers	0.1136%	207,245
11-9141	Property, Real Estate, and Community Association Managers	0.5663%	70,156
11-9151	Social and Community Service Managers	0.0414%	89,584
11-9161	Emergency Management Directors	0.0008%	124,820
11-9179	Personal Service Managers, All Other	0.0005%	75,112
11-9199	Managers, All Other	0.5823%	152,458
13-1011	Agents and Business Managers of Artists, Performers, and Athletes	0.0013%	143,606
13-1031	Claims Adjusters, Examiners, and Investigators	0.6266%	106,973
13-1032	Insurance Appraisers, Auto Damage	0.0335%	76,622
13-1041	Compliance Officers	0.3412%	84,332
13-1051	Cost Estimators	0.0530%	99,079
13-1071	Human Resources Specialists	1.0791%	83,455
13-1075	Labor Relations Specialists	0.0132%	102,781
13-1081	Logisticians	0.1842%	87,320
13-1082	Project Management Specialists	1.1217%	104,117
13-1111	Management Analysts	1.4453%	94,775
13-1121	Meeting, Convention, and Event Planners	0.0875%	64,363
13-1131	Fundraisers	0.0269%	65,036
13-1141	Compensation, Benefits, and Job Analysis Specialists	0.1423%	89,890
13-1151	Training and Development Specialists	0.3879%	73,511
13-1161	Market Research Analysts and Marketing Specialists	1.3022%	84,475

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
13-1199	Business Operations Specialists, All Other	1.0957%	76,397
13-2011	Accountants and Auditors	2.2337%	95,030
13-2031	Budget Analysts	0.0340%	99,293
13-2041	Credit Analysts	0.1665%	99,915
13-2051	Financial and Investment Analysts	0.6464%	116,172
13-2052	Personal Financial Advisors	0.6962%	142,066
13-2053	Insurance Underwriters	0.3146%	98,956
13-2054	Financial Risk Specialists	0.1325%	126,044
13-2061	Financial Examiners	0.1260%	105,422
13-2071	Credit Counselors	0.0366%	60,794
13-2072	Loan Officers	0.8435%	88,738
13-2082	Tax Preparers	0.2266%	58,336
13-2099	Financial Specialists, All Other	0.1742%	78,468
15-1211	Computer Systems Analysts	1.0258%	113,293
15-1212	Information Security Analysts	0.3689%	142,889
15-1221	Computer and Information Research Scientists	0.0495%	241,135
15-1231	Computer Network Support Specialists	0.3088%	87,114
15-1232	Computer User Support Specialists	1.1410%	79,285
15-1241	Computer Network Architects	0.3760%	122,473
15-1242	Database Administrators	0.1491%	104,872
15-1243	Database Architects	0.1133%	158,839
15-1244	Network and Computer Systems Administrators	0.5478%	105,110
15-1251	Computer Programmers	0.3162%	127,375
15-1252	Software Developers	3.2287%	139,867
15-1253	Software Quality Assurance Analysts and Testers	0.4590%	142,982
15-1254	Web Developers	0.1573%	107,042
15-1255	Web and Digital Interface Designers	0.1684%	81,008
15-1299	Computer Occupations, All Other	0.5871%	104,269
15-2011	Actuaries	0.0661%	131,570
15-2021	Mathematicians	0.0005%	131,445
15-2031	Operations Research Analysts	0.1979%	105,630
15-2041	Statisticians	0.0435%	141,445
15-2051	Data Scientists	0.2366%	117,001
15-2099	Mathematical Science Occupations, All Other	0.0047%	107,270
17-1011	Architects, Except Landscape and Naval	0.2456%	115,111
17-1012	Landscape Architects	0.0390%	119,680
17-1021	Cartographers and Photogrammetrists	0.0150%	100,168
17-1022	Surveyors	0.0970%	106,035
17-2011	Aerospace Engineers	0.0688%	145,215
17-2021	Agricultural Engineers	0.0008%	113,324
17-2031	Bioengineers and Biomedical Engineers	0.0287%	127,894
17-2041	Chemical Engineers	0.0240%	122,432
17-2051	Civil Engineers	0.4777%	112,514
17-2061	Computer Hardware Engineers	0.1655%	173,356
17-2071	Electrical Engineers	0.2901%	156,741
17-2072	Electronics Engineers, Except Computer	0.1876%	143,938
17-2081	Environmental Engineers	0.0632%	118,901
17-2111	Health and Safety Engineers, Except Mining Safety Engineers and Inspect	0.0211%	126,928
17-2112	Industrial Engineers	0.2888%	120,407
17-2121	Marine Engineers and Naval Architects	0.0058%	141,186

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
17-2131	Materials Engineers	0.0224%	118,029
17-2141	Mechanical Engineers	0.3452%	113,678
17-2151	Mining and Geological Engineers, Including Mining Safety Engineers	0.0092%	118,880
17-2161	Nuclear Engineers	0.0087%	160,843
17-2171	Petroleum Engineers	0.0211%	148,559
17-2199	Engineers, All Other	0.1929%	104,550
17-3011	Architectural and Civil Drafters	0.2053%	70,396
17-3012	Electrical and Electronics Drafters	0.0335%	79,918
17-3013	Mechanical Drafters	0.0509%	79,191
17-3019	Drafters, All Other	0.0169%	69,637
17-3021	Aerospace Engineering and Operations Technologists and Technicians	0.0132%	88,693
17-3022	Civil Engineering Technologists and Technicians	0.0788%	81,413
17-3023	Electrical and Electronic Engineering Technologists and Technicians	0.1497%	82,358
17-3024	Electro-Mechanical and Mechatronics Technologists and Technicians	0.0140%	79,721
17-3025	Environmental Engineering Technologists and Technicians	0.0192%	74,612
17-3026	Industrial Engineering Technologists and Technicians	0.0669%	80,084
17-3027	Mechanical Engineering Technologists and Technicians	0.0519%	77,353
17-3028	Calibration Technologists and Technicians	0.0103%	66,906
17-3029	Engineering Technologists and Technicians, Except Drafters, All Other	0.0941%	73,106
19-1011	Animal Scientists	0.0021%	157,988
19-1012	Food Scientists and Technologists	0.0113%	72,909
19-1021	Biochemists and Biophysicists	0.0635%	140,417
19-1022	Microbiologists	0.0271%	109,098
19-1023	Zoologists and Wildlife Biologists	0.0058%	90,541
19-1029	Biological Scientists, All Other	0.0540%	117,603
19-1031	Conservation Scientists	0.0021%	85,442
19-1032	Foresters	0.0008%	75,235
19-1041	Epidemiologists	0.0021%	102,805
19-1042	Medical Scientists, Except Epidemiologists	0.1560%	128,818
19-1099	Life Scientists, All Other	0.0079%	134,322
19-2011	Astronomers	0.0024%	150,957
19-2012	Physicists	0.0298%	172,380
19-2021	Atmospheric and Space Scientists	0.0074%	108,527
19-2031	Chemists	0.0862%	80,001
19-2032	Materials Scientists	0.0108%	106,668
19-2041	Environmental Scientists and Specialists, Including Health	0.0862%	104,799
19-2042	Geoscientists, Except Hydrologists and Geographers	0.0385%	102,224
19-2043	Hydrologists	0.0061%	131,362
19-2099	Physical Scientists, All Other	0.0121%	139,036
19-3011	Economists	0.0150%	142,359
19-3022	Survey Researchers	0.0163%	82,244
19-3032	Industrial-Organizational Psychologists	0.0003%	130,085
19-3033	Clinical and Counseling Psychologists	0.0949%	132,068
19-3034	School Psychologists	0.0029%	126,762
19-3039	Psychologists, All Other	0.0063%	120,895
19-3041	Sociologists	0.0034%	112,110
19-3051	Urban and Regional Planners	0.0145%	114,872
19-3091	Anthropologists and Archeologists	0.0111%	78,381
19-3092	Geographers	0.0003%	97,312

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
19-3093	Historians	0.0018%	101,185
19-3094	Political Scientists	0.0024%	129,638
19-3099	Social Scientists and Related Workers, All Other	0.0145%	94,321
19-4012	Agricultural Technicians	0.0129%	60,219
19-4013	Food Science Technicians	0.0024%	52,680
19-4021	Biological Technicians	0.0906%	61,891
19-4031	Chemical Technicians	0.0617%	50,613
19-4042	Environmental Science and Protection Technicians, Including Health	0.0516%	65,806
19-4043	Geological Technicians, Except Hydrologic Technicians	0.0153%	67,280
19-4044	Hydrologic Technicians	0.0005%	76,169
19-4051	Nuclear Technicians	0.0013%	78,194
19-4061	Social Science Research Assistants	0.0248%	68,142
19-4071	Forest and Conservation Technicians	0.0021%	48,422
19-4092	Forensic Science Technicians	0.0026%	97,229
19-4099	Life, Physical, and Social Science Technicians, All Other	0.0756%	59,814
19-5011	Occupational Health and Safety Specialists	0.0706%	92,431
19-5012	Occupational Health and Safety Technicians	0.0184%	68,163
21-1012	Educational, Guidance, and Career Counselors and Advisors	0.0116%	96,045
21-1013	Marriage and Family Therapists	0.0638%	56,356
21-1015	Rehabilitation Counselors	0.0177%	53,251
21-1019	Counselors, All Other	0.0264%	45,940
21-1021	Child, Family, and School Social Workers	0.0445%	69,378
21-1022	Healthcare Social Workers	0.1038%	92,493
21-1023	Mental Health and Substance Abuse Social Workers	0.1014%	109,057
21-1029	Social Workers, All Other	0.0069%	79,233
21-1091	Health Education Specialists	0.0377%	66,605
21-1092	Probation Officers and Correctional Treatment Specialists	0.0024%	101,040
21-1093	Social and Human Service Assistants	0.1220%	53,542
21-1094	Community Health Workers	0.0506%	82,047
21-1099	Community and Social Service Specialists, All Other	0.0211%	57,592
21-2011	Clergy	0.0018%	72,036
21-2099	Religious Workers, All Other	0.0003%	54,964
23-1011	Lawyers	1.3660%	176,887
23-2011	Paralegals and Legal Assistants	0.7763%	72,317
23-2093	Title Examiners, Abstractors, and Searchers	0.1299%	90,977
23-2099	Legal Support Workers, All Other	0.0474%	68,163
25-1042	Biological Science Teachers, Postsecondary	0.0005%	127,229
25-1052	Chemistry Teachers, Postsecondary	0.0003%	124,394
25-1072	Nursing Instructors and Teachers, Postsecondary	0.0003%	108,153
25-1194	Career/Technical Education Teachers, Postsecondary	0.0013%	101,777
25-2011	Preschool Teachers, Except Special Education	0.0063%	47,519
25-2012	Kindergarten Teachers, Except Special Education	0.0003%	105,412
25-2021	Elementary School Teachers, Except Special Education	0.0011%	95,162
25-2031	Secondary School Teachers, Except Special and Career/Technical Educat	0.0024%	96,367
25-2051	Special Education Teachers, Preschool	0.0021%	78,516
25-2059	Special Education Teachers, All Other	0.0026%	84,716
25-3011	Adult Basic Education, Adult Secondary Education, and English as a Sec	0.0011%	94,882
25-3021	Self-Enrichment Teachers	0.0034%	58,100
25-3031	Substitute Teachers, Short-Term	0.0335%	53,012

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
25-3041	Tutors	0.0047%	43,978
25-3099	Teachers and Instructors, All Other	0.0150%	101,808
25-4011	Archivists	0.0026%	74,518
25-4012	Curators	0.0005%	83,013
25-4022	Librarians and Media Collections Specialists	0.0232%	83,594
25-4031	Library Technicians	0.0137%	62,452
25-9031	Instructional Coordinators	0.0216%	112,099
25-9099	Educational Instruction and Library Workers, All Other	0.0013%	65,079
27-1011	Art Directors	0.0906%	108,485
27-1012	Craft Artists	0.0013%	96,554
27-1013	Fine Artists, Including Painters, Sculptors, and Illustrators	0.0063%	82,628
27-1014	Special Effects Artists and Animators	0.0472%	140,002
27-1019	Artists and Related Workers, All Other	0.0008%	108,371
27-1021	Commercial and Industrial Designers	0.0324%	98,194
27-1022	Fashion Designers	0.0155%	96,678
27-1023	Floral Designers	0.0016%	44,071
27-1024	Graphic Designers	0.3096%	76,855
27-1025	Interior Designers	0.1043%	89,949
27-1026	Merchandise Displayers and Window Trimmers	0.0711%	46,397
27-1027	Set and Exhibit Designers	0.0090%	87,519
27-1029	Designers, All Other	0.0113%	91,860
27-2012	Producers and Directors	0.2140%	156,015
27-2022	Coaches and Scouts	0.0005%	60,520
27-2041	Music Directors and Composers	0.0008%	101,943
27-3031	Public Relations Specialists	0.2693%	96,647
27-3041	Editors	0.1887%	91,538
27-3042	Technical Writers	0.0943%	125,588
27-3043	Writers and Authors	0.0754%	134,311
27-3091	Interpreters and Translators	0.0709%	69,482
27-3092	Court Reporters and Simultaneous Captioners	0.0092%	101,985
27-3099	Media and Communication Workers, All Other	0.0198%	62,836
27-4011	Audio and Video Technicians	0.0469%	73,210
27-4014	Sound Engineering Technicians	0.0192%	92,867
27-4015	Lighting Technicians	0.0013%	96,751
27-4021	Photographers	0.0664%	67,799
27-4031	Camera Operators, Television, Video, and Film	0.0316%	82,701
27-4032	Film and Video Editors	0.0632%	95,879
27-4099	Media and Communication Equipment Workers, All Other	0.0221%	76,065
29-1011	Chiropractors	0.0951%	93,480
29-1021	Dentists, General	0.2788%	205,901
29-1022	Oral and Maxillofacial Surgeons	0.0132%	267,594
29-1031	Dietitians and Nutritionists	0.0559%	91,008
29-1041	Optometrists	0.0877%	149,825
29-1051	Pharmacists	0.0672%	172,006
29-1071	Physician Assistants	0.2308%	171,757
29-1081	Podiatrists	0.0198%	187,375
29-1122	Occupational Therapists	0.1146%	111,320
29-1123	Physical Therapists	0.2906%	130,698

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
29-1124	Radiation Therapists	0.0140%	147,364
29-1125	Recreational Therapists	0.0029%	81,195
29-1126	Respiratory Therapists	0.0224%	99,846
29-1127	Speech-Language Pathologists	0.1125%	122,722
29-1128	Exercise Physiologists	0.0034%	82,254
29-1131	Veterinarians	0.1931%	131,601
29-1141	Registered Nurses	1.4364%	152,027
29-1151	Nurse Anesthetists	0.0756%	255,985
29-1161	Nurse Midwives	0.0155%	176,046
29-1171	Nurse Practitioners	0.3945%	196,462
29-1181	Audiologists	0.0213%	114,020
29-1212	Cardiologists	0.0395%	345,716
29-1214	Emergency Medicine Physicians	0.0685%	236,608
29-1215	Family Medicine Physicians	0.2113%	279,869
29-1216	General Internal Medicine Physicians	0.1012%	264,126
29-1217	Neurologists	0.0116%	254,199
29-1221	Pediatricians, General	0.0682%	225,839
29-1222	Physicians, Pathologists	0.0198%	268,010
29-1223	Psychiatrists	0.0324%	337,699
29-1224	Radiologists	0.0627%	352,175
29-1249	Surgeons, All Other	0.0564%	297,076
29-1291	Acupuncturists	0.0174%	94,768
29-1292	Dental Hygienists	0.5494%	119,607
29-1299	Healthcare Diagnosing or Treating Practitioners, All Other	0.0116%	132,525
29-2031	Cardiovascular Technologists and Technicians	0.0253%	87,769
29-2032	Diagnostic Medical Sonographers	0.0817%	118,880
29-2033	Nuclear Medicine Technologists	0.0105%	133,854
29-2034	Radiologic Technologists and Technicians	0.2098%	103,511
29-2035	Magnetic Resonance Imaging Technologists	0.0387%	113,179
29-2036	Medical Dosimetrists	0.0018%	182,941
29-2042	Emergency Medical Technicians	0.0245%	47,373
29-2043	Paramedics	0.0142%	74,217
29-2051	Dietetic Technicians	0.0034%	46,034
29-2052	Pharmacy Technicians	0.0704%	61,828
29-2053	Psychiatric Technicians	0.0556%	77,145
29-2055	Surgical Technologists	0.0754%	86,024
29-2056	Veterinary Technologists and Technicians	0.2980%	47,924
29-2057	Ophthalmic Medical Technicians	0.1613%	54,123
29-2061	Licensed Practical and Licensed Vocational Nurses	0.4003%	79,305
29-2072	Medical Records Specialists	0.2580%	57,384
29-2081	Opticians, Dispensing	0.1086%	55,837
29-2091	Orthotists and Prosthetists	0.0179%	87,935
29-2092	Hearing Aid Specialists	0.0066%	66,148
29-2099	Health Technologists and Technicians, All Other	0.1939%	64,258
29-9021	Health Information Technologists and Medical Registrars	0.0377%	99,191
29-9091	Athletic Trainers	0.0187%	68,890
29-9092	Genetic Counselors	0.0024%	136,866
29-9093	Surgical Assistants	0.0242%	55,961

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
29-9099	Healthcare Practitioners and Technical Workers, All Other	0.0366%	85,671
31-1131	Nursing Assistants	0.2000%	46,177
31-1132	Orderlies	0.0087%	51,759
31-1133	Psychiatric Aides	0.0071%	52,104
31-2011	Occupational Therapy Assistants	0.0559%	84,317
31-2012	Occupational Therapy Aides	0.0034%	50,055
31-2021	Physical Therapist Assistants	0.1354%	82,488
31-2022	Physical Therapist Aides	0.0859%	38,631
31-9011	Massage Therapists	0.0809%	52,720
31-9091	Dental Assistants	0.9051%	55,689
31-9092	Medical Assistants	1.5394%	57,351
31-9093	Medical Equipment Preparers	0.0345%	65,900
31-9094	Medical Transcriptionists	0.1062%	39,237
31-9095	Pharmacy Aides	0.0113%	59,577
31-9096	Veterinary Assistants and Laboratory Animal Caretakers	0.2493%	41,045
31-9097	Phlebotomists	0.1708%	52,752
31-9099	Healthcare Support Workers, All Other	0.0735%	52,992
33-1011	First-Line Supervisors of Correctional Officers	0.0037%	118,892
33-1021	First-Line Supervisors of Firefighting and Prevention Workers	0.0076%	96,703
33-1091	First-Line Supervisors of Security Workers	0.0793%	63,768
33-1099	First-Line Supervisors of Protective Service Workers, All Other	0.0116%	77,356
33-2011	Firefighters	0.0493%	65,754
33-2021	Fire Inspectors and Investigators	0.0011%	96,347
33-3012	Correctional Officers and Jailers	0.0472%	88,341
33-9021	Private Detectives and Investigators	0.0477%	62,608
33-9032	Security Guards	1.9120%	41,286
33-9091	Crossing Guards and Flaggers	0.0917%	51,351
33-9092	Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers	0.0040%	38,077
33-9094	School Bus Monitors	0.0003%	37,418
33-9099	Protective Service Workers, All Other	0.0337%	40,073
35-1011	Chefs and Head Cooks	0.0495%	77,586
35-1012	First-Line Supervisors of Food Preparation and Serving Workers	0.1220%	51,215
35-2011	Cooks, Fast Food	0.0047%	38,087
35-2012	Cooks, Institution and Cafeteria	0.1689%	51,487
35-2014	Cooks, Restaurant	0.0740%	44,839
35-2015	Cooks, Short Order	0.0182%	42,435
35-2019	Cooks, All Other	0.0111%	41,547
35-2021	Food Preparation Workers	0.1368%	41,233
35-3011	Bartenders	0.0374%	39,885
35-3023	Fast Food and Counter Workers	0.3307%	37,648
35-3031	Waiters and Waitresses	0.1212%	41,202
35-3041	Food Servers, Nonrestaurant	0.0754%	44,317
35-9011	Dining Room and Cafeteria Attendants and Bartender Helpers	0.0527%	37,000
35-9021	Dishwashers	0.0704%	38,662
35-9031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	0.0140%	38,307
35-9099	Food Preparation and Serving Related Workers, All Other	0.0192%	43,564
37-1011	First-Line Supervisors of Housekeeping and Janitorial Workers	0.1866%	56,368
37-1012	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping	0.2113%	73,917
37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	2.7676%	44,181
37-2012	Maids and Housekeeping Cleaners	0.4274%	42,352

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
37-2019	Building Cleaning Workers, All Other	0.0311%	45,811
37-2021	Pest Control Workers	0.2229%	51,539
37-3011	Landscaping and Groundskeeping Workers	1.5652%	47,118
37-3012	Pesticide Handlers, Sprayers, and Applicators, Vegetation	0.0324%	47,003
37-3013	Tree Trimmers and Pruners	0.0951%	66,329
37-3019	Grounds Maintenance Workers, All Other	0.0174%	49,888
39-1014	First-Line Supervisors of Entertainment and Recreation Workers, Except C	0.0145%	53,243
39-1022	First-Line Supervisors of Personal Service Workers	0.0140%	53,849
39-2011	Animal Trainers	0.0011%	48,320
39-2021	Animal Caretakers	0.0988%	39,958
39-3021	Motion Picture Projectionists	0.0045%	55,960
39-3031	Ushers, Lobby Attendants, and Ticket Takers	0.0859%	36,990
39-3091	Amusement and Recreation Attendants	0.0082%	37,659
39-3092	Costume Attendants	0.0040%	62,399
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	0.0003%	42,822
39-5012	Hairdressers, Hairstylists, and Cosmetologists	0.0061%	43,355
39-5092	Manicurists and Pedicurists	0.0003%	36,154
39-5094	Skincare Specialists	0.0211%	50,463
39-6011	Baggage Porters and Bellhops	0.0071%	37,074
39-6012	Concierges	0.0340%	43,658
39-9011	Childcare Workers	0.0213%	41,192
39-9031	Exercise Trainers and Group Fitness Instructors	0.0174%	68,252
39-9032	Recreation Workers	0.0158%	38,547
39-9041	Residential Advisors	0.0113%	61,531
39-9099	Personal Care and Service Workers, All Other	0.0034%	39,990
41-1011	First-Line Supervisors of Retail Sales Workers	0.0791%	60,565
41-1012	First-Line Supervisors of Non-Retail Sales Workers	0.2983%	91,122
41-2011	Cashiers	0.1231%	37,787
41-2021	Counter and Rental Clerks	0.3362%	48,173
41-2022	Parts Salespersons	0.0045%	45,659
41-2031	Retail Salespersons	0.2327%	44,263
41-3011	Advertising Sales Agents	0.1881%	76,495
41-3021	Insurance Sales Agents	1.1536%	89,943
41-3031	Securities, Commodities, and Financial Services Sales Agents	1.1347%	81,440
41-3041	Travel Agents	0.0018%	54,359
41-3091	Sales Representatives of Services, Except Advertising, Insurance, Financi	1.5297%	85,598
41-4011	Sales Representatives, Wholesale and Manufacturing, Technical and Scier	0.2374%	107,455
41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical a	0.2825%	94,153
41-9011	Demonstrators and Product Promoters	0.0350%	46,921
41-9022	Real Estate Sales Agents	0.4150%	95,446
41-9031	Sales Engineers	0.0877%	147,125
41-9041	Telemarketers	0.2617%	40,032
41-9091	Door-to-Door Sales Workers, News and Street Vendors, and Related Work	0.0121%	39,401
41-9099	Sales and Related Workers, All Other	0.1165%	71,302
43-1011	First-Line Supervisors of Office and Administrative Support Workers	1.7926%	74,744
43-2011	Switchboard Operators, Including Answering Service	0.0572%	48,962
43-2021	Telephone Operators	0.0032%	55,077
43-3011	Bill and Account Collectors	0.4329%	58,444
43-3021	Billing and Posting Clerks	0.7539%	57,825

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
43-3031	Bookkeeping, Accounting, and Auditing Clerks	1.7012%	58,837
43-3051	Payroll and Timekeeping Clerks	0.1800%	62,969
43-3061	Procurement Clerks	0.0285%	51,834
43-3071	Tellers	0.9895%	46,597
43-3099	Financial Clerks, All Other	0.0609%	55,046
43-4011	Brokerage Clerks	0.1049%	56,637
43-4021	Correspondence Clerks	0.0126%	50,470
43-4031	Court, Municipal, and License Clerks	0.0053%	56,978
43-4041	Credit Authorizers, Checkers, and Clerks	0.0306%	49,571
43-4051	Customer Service Representatives	4.0936%	47,454
43-4061	Eligibility Interviewers, Government Programs	0.0063%	68,464
43-4071	File Clerks	0.1178%	47,392
43-4081	Hotel, Motel, and Resort Desk Clerks	0.0256%	40,626
43-4111	Interviewers, Except Eligibility and Loan	0.1565%	55,645
43-4121	Library Assistants, Clerical	0.0200%	48,322
43-4131	Loan Interviewers and Clerks	0.6353%	51,565
43-4141	New Accounts Clerks	0.1059%	50,697
43-4151	Order Clerks	0.0440%	49,375
43-4161	Human Resources Assistants, Except Payroll and Timekeeping	0.1070%	58,414
43-4171	Receptionists and Information Clerks	1.6024%	44,479
43-4181	Reservation and Transportation Ticket Agents and Travel Clerks	0.0037%	44,138
43-4199	Information and Record Clerks, All Other	0.0611%	58,197
43-5011	Cargo and Freight Agents	0.0087%	53,776
43-5021	Couriers and Messengers	0.0798%	43,353
43-5031	Public Safety Telecommunicators	0.0024%	63,113
43-5032	Dispatchers, Except Police, Fire, and Ambulance	0.0775%	51,937
43-5041	Meter Readers, Utilities	0.0103%	72,431
43-5061	Production, Planning, and Expediting Clerks	0.3004%	61,450
43-5071	Shipping, Receiving, and Inventory Clerks	0.2920%	52,040
43-5111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	0.0179%	46,813
43-6011	Executive Secretaries and Executive Administrative Assistants	0.5626%	84,175
43-6012	Legal Secretaries and Administrative Assistants	0.3578%	62,111
43-6013	Medical Secretaries and Administrative Assistants	1.1850%	54,499
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and Ex	1.6730%	53,249
43-9021	Data Entry Keyers	0.2474%	43,715
43-9022	Word Processors and Typists	0.0134%	49,685
43-9031	Desktop Publishers	0.0119%	60,624
43-9041	Insurance Claims and Policy Processing Clerks	0.6266%	50,542
43-9051	Mail Clerks and Mail Machine Operators, Except Postal Service	0.1238%	42,961
43-9061	Office Clerks, General	2.3189%	50,078
43-9071	Office Machine Operators, Except Computer	0.0548%	46,576
43-9081	Proofreaders and Copy Markers	0.0100%	62,483
43-9111	Statistical Assistants	0.0071%	64,415
43-9199	Office and Administrative Support Workers, All Other	0.1078%	58,166
45-1011	First-Line Supervisors of Farming, Fishing, and Forestry Workers	0.0034%	65,514
45-2011	Agricultural Inspectors	0.0032%	55,802
45-2041	Graders and Sorters, Agricultural Products	0.0029%	35,149
45-2091	Agricultural Equipment Operators	0.0024%	47,960
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	0.0282%	41,090
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	0.0032%	44,179

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
45-2099	Agricultural Workers, All Other	0.0018%	48,776
45-4011	Forest and Conservation Workers	0.0005%	34,539
45-4021	Fallers	0.0026%	91,106
45-4022	Logging Equipment Operators	0.0034%	61,350
45-4023	Log Graders and Scalers	0.0008%	53,167
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	0.0535%	97,987
47-2011	Boilermakers	0.0016%	100,993
47-2022	Stonemasons	0.0013%	62,869
47-2031	Carpenters	0.0717%	75,484
47-2041	Carpet Installers	0.0003%	55,141
47-2043	Floor Sanders and Finishers	0.0003%	64,915
47-2044	Tile and Stone Setters	0.0003%	67,787
47-2051	Cement Masons and Concrete Finishers	0.0158%	68,882
47-2061	Construction Laborers	0.1921%	58,127
47-2071	Paving, Surfacing, and Tamping Equipment Operators	0.0016%	71,971
47-2073	Operating Engineers and Other Construction Equipment Operators	0.0300%	85,423
47-2081	Drywall and Ceiling Tile Installers	0.0026%	67,498
47-2111	Electricians	0.0959%	71,909
47-2121	Glaziers	0.0008%	79,028
47-2132	Insulation Workers, Mechanical	0.0003%	96,582
47-2141	Painters, Construction and Maintenance	0.0348%	59,005
47-2142	Paperhangers	0.0029%	52,609
47-2151	Pipelayers	0.0013%	61,732
47-2152	Plumbers, Pipefitters, and Steamfitters	0.0374%	81,022
47-2161	Plasterers and Stucco Masons	0.0003%	63,355
47-2171	Reinforcing Iron and Rebar Workers	0.0008%	62,580
47-2181	Roofers	0.0026%	68,148
47-2211	Sheet Metal Workers	0.0090%	83,347
47-2221	Structural Iron and Steel Workers	0.0058%	71,703
47-2231	Solar Photovoltaic Installers	0.0058%	55,471
47-3012	Helpers--Carpenters	0.0029%	56,742
47-3013	Helpers--Electricians	0.0032%	44,065
47-3014	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	0.0008%	45,109
47-3015	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	0.0011%	43,600
47-3019	Helpers, Construction Trades, All Other	0.0034%	46,400
47-4011	Construction and Building Inspectors	0.1331%	110,323
47-4021	Elevator and Escalator Installers and Repairers	0.0003%	120,655
47-4031	Fence Erectors	0.0016%	50,088
47-4041	Hazardous Materials Removal Workers	0.0026%	59,118
47-4051	Highway Maintenance Workers	0.0011%	66,402
47-4071	Septic Tank Servicers and Sewer Pipe Cleaners	0.0021%	52,196
47-5012	Rotary Drill Operators, Oil and Gas	0.0005%	80,009
47-5022	Excavating and Loading Machine and Dragline Operators, Surface Mining	0.0013%	75,753
47-5023	Earth Drillers, Except Oil and Gas	0.0040%	65,927
47-5032	Explosives Workers, Ordnance Handling Experts, and Blasters	0.0011%	69,688
47-5071	Roustabouts, Oil and Gas	0.0008%	66,433
47-5081	Helpers--Extraction Workers	0.0011%	55,730
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	0.2564%	98,474
49-2011	Computer, Automated Teller, and Office Machine Repairers	0.0366%	54,367
49-2021	Radio, Cellular, and Tower Equipment Installers and Repairers	0.0129%	70,638

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
49-2022	Telecommunications Equipment Installers and Repairers, Except Line Inst:	0.3402%	85,406
49-2091	Avionics Technicians	0.0055%	93,862
49-2092	Electric Motor, Power Tool, and Related Repairers	0.0021%	57,942
49-2093	Electrical and Electronics Installers and Repairers, Transportation Equipme	0.0003%	80,245
49-2094	Electrical and Electronics Repairers, Commercial and Industrial Equipment	0.0285%	77,509
49-2095	Electrical and Electronics Repairers, Powerhouse, Substation, and Relay	0.0026%	108,371
49-2097	Audiovisual Equipment Installers and Repairers	0.0053%	60,533
49-2098	Security and Fire Alarm Systems Installers	0.1320%	65,207
49-3011	Aircraft Mechanics and Service Technicians	0.0190%	79,892
49-3021	Automotive Body and Related Repairers	0.0016%	64,648
49-3022	Automotive Glass Installers and Repairers	0.0003%	49,869
49-3023	Automotive Service Technicians and Mechanics	0.0206%	62,140
49-3031	Bus and Truck Mechanics and Diesel Engine Specialists	0.0158%	72,669
49-3041	Farm Equipment Mechanics and Service Technicians	0.0013%	60,139
49-3042	Mobile Heavy Equipment Mechanics, Except Engines	0.0126%	69,052
49-3051	Motorboat Mechanics and Service Technicians	0.0003%	58,865
49-3053	Outdoor Power Equipment and Other Small Engine Mechanics	0.0158%	53,507
49-3092	Recreational Vehicle Service Technicians	0.0003%	56,326
49-3093	Tire Repairers and Changers	0.0016%	41,288
49-9012	Control and Valve Installers and Repairers, Except Mechanical Door	0.0055%	87,748
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	0.0427%	65,487
49-9031	Home Appliance Repairers	0.0011%	50,543
49-9041	Industrial Machinery Mechanics	0.0656%	72,286
49-9043	Maintenance Workers, Machinery	0.0137%	61,072
49-9044	Millwrights	0.0058%	69,529
49-9051	Electrical Power-Line Installers and Repairers	0.0045%	108,485
49-9052	Telecommunications Line Installers and Repairers	0.1692%	78,193
49-9061	Camera and Photographic Equipment Repairers	0.0005%	44,138
49-9062	Medical Equipment Repairers	0.0148%	69,280
49-9069	Precision Instrument and Equipment Repairers, All Other	0.0026%	71,975
49-9071	Maintenance and Repair Workers, General	1.2622%	57,673
49-9081	Wind Turbine Service Technicians	0.0003%	71,736
49-9091	Coin, Vending, and Amusement Machine Servicers and Repairers	0.0003%	54,056
49-9092	Commercial Divers	0.0040%	132,207
49-9094	Locksmiths and Safe Repairers	0.0292%	79,229
49-9096	Riggers	0.0032%	89,282
49-9098	Helpers--Installation, Maintenance, and Repair Workers	0.0148%	43,993
49-9099	Installation, Maintenance, and Repair Workers, All Other	0.0833%	51,082
51-1011	First-Line Supervisors of Production and Operating Workers	0.1768%	82,224
51-2011	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	0.0092%	62,913
51-2021	Coil Winders, Tapers, and Finishers	0.0148%	43,540
51-2031	Engine and Other Machine Assemblers	0.0100%	51,721
51-2041	Structural Metal Fabricators and Fitters	0.0095%	54,753
51-2051	Fiberglass Laminators and Fabricators	0.0005%	47,698
51-3011	Bakers	0.0126%	42,196
51-3021	Butchers and Meat Cutters	0.0003%	44,395
51-3022	Meat, Poultry, and Fish Cutters and Trimmers	0.0003%	36,818
51-3091	Food and Tobacco Roasting, Baking, and Drying Machine Operators and T	0.0018%	42,748
51-3092	Food Batchmakers	0.0261%	39,851
51-3093	Food Cooking Machine Operators and Tenders	0.0032%	40,122

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
51-3099	Food Processing Workers, All Other	0.0129%	36,943
51-4021	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal ar	0.0105%	43,227
51-4022	Forging Machine Setters, Operators, and Tenders, Metal and Plastic	0.0013%	56,775
51-4023	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	0.0011%	51,325
51-4031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, M	0.0264%	45,999
51-4032	Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal a	0.0018%	51,043
51-4033	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators,	0.0116%	44,478
51-4034	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal ar	0.0032%	54,878
51-4035	Milling and Planing Machine Setters, Operators, and Tenders, Metal and P	0.0024%	56,921
51-4041	Machinists	0.1181%	58,151
51-4051	Metal-Refining Furnace Operators and Tenders	0.0003%	48,824
51-4061	Model Makers, Metal and Plastic	0.0040%	76,867
51-4071	Foundry Mold and Coremakers	0.0008%	41,404
51-4072	Molding, Coremaking, and Casting Machine Setters, Operators, and Tende	0.0503%	44,655
51-4081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.0659%	44,697
51-4111	Tool and Die Makers	0.0119%	71,552
51-4121	Welders, Cutters, Solderers, and Brazers	0.0767%	59,266
51-4122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders	0.0111%	52,992
51-4191	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plas	0.0029%	50,439
51-4192	Layout Workers, Metal and Plastic	0.0008%	60,850
51-4193	Plating Machine Setters, Operators, and Tenders, Metal and Plastic	0.0095%	46,083
51-4194	Tool Grinders, Filers, and Sharpeners	0.0003%	48,136
51-4199	Metal Workers and Plastic Workers, All Other	0.0182%	45,270
51-5111	Prepress Technicians and Workers	0.0079%	50,887
51-5112	Printing Press Operators	0.0711%	52,450
51-5113	Print Binding and Finishing Workers	0.0119%	44,832
51-6011	Laundry and Dry-Cleaning Workers	0.0327%	39,403
51-6021	Pressers, Textile, Garment, and Related Materials	0.0003%	37,141
51-6031	Sewing Machine Operators	0.0213%	37,673
51-6042	Shoe Machine Operators and Tenders	0.0003%	43,686
51-6052	Tailors, Dressmakers, and Custom Sewers	0.0008%	47,844
51-6062	Textile Cutting Machine Setters, Operators, and Tenders	0.0021%	39,517
51-6063	Textile Knitting and Weaving Machine Setters, Operators, and Tenders	0.0016%	38,976
51-6064	Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, a	0.0008%	36,683
51-6092	Fabric and Apparel Patternmakers	0.0021%	68,707
51-6093	Upholsterers	0.0026%	44,989
51-6099	Textile, Apparel, and Furnishings Workers, All Other	0.0050%	36,485
51-7011	Cabinetmakers and Bench Carpenters	0.0053%	51,460
51-7021	Furniture Finishers	0.0021%	48,428
51-7041	Sawing Machine Setters, Operators, and Tenders, Wood	0.0021%	46,302
51-7042	Woodworking Machine Setters, Operators, and Tenders, Except Sawing	0.0024%	48,834
51-7099	Woodworkers, All Other	0.0016%	42,560
51-8012	Power Distributors and Dispatchers	0.0029%	119,563
51-8013	Power Plant Operators	0.0013%	107,672
51-8021	Stationary Engineers and Boiler Operators	0.0079%	78,639
51-8031	Water and Wastewater Treatment Plant and System Operators	0.0047%	78,649
51-8091	Chemical Plant and System Operators	0.0008%	93,562
51-8092	Gas Plant Operators	0.0008%	108,986
51-8093	Petroleum Pump System Operators, Refinery Operators, and Gaugers	0.0029%	101,117
51-8099	Plant and System Operators, All Other	0.0008%	73,960

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
51-9011	Chemical Equipment Operators and Tenders	0.0050%	54,045
51-9012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, O	0.0061%	74,543
51-9021	Crushing, Grinding, and Polishing Machine Setters, Operators, and Tender	0.0040%	46,052
51-9022	Grinding and Polishing Workers, Hand	0.0090%	51,043
51-9023	Mixing and Blending Machine Setters, Operators, and Tenders	0.0187%	54,482
51-9031	Cutters and Trimmers, Hand	0.0013%	37,600
51-9032	Cutting and Slicing Machine Setters, Operators, and Tenders	0.0090%	47,021
51-9041	Extruding, Forming, Pressing, and Compacting Machine Setters, Operator	0.0082%	46,562
51-9051	Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders	0.0013%	45,968
51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers	0.4066%	51,689
51-9071	Jewelers and Precious Stone and Metal Workers	0.0011%	50,970
51-9081	Dental Laboratory Technicians	0.0896%	60,964
51-9082	Medical Appliance Technicians	0.0264%	48,375
51-9083	Ophthalmic Laboratory Technicians	0.0292%	51,148
51-9111	Packaging and Filling Machine Operators and Tenders	0.1186%	48,730
51-9123	Painting, Coating, and Decorating Workers	0.0026%	52,502
51-9124	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	0.0229%	58,536
51-9141	Semiconductor Processing Technicians	0.0611%	53,826
51-9151	Photographic Process Workers and Processing Machine Operators	0.0069%	47,333
51-9161	Computer Numerically Controlled Tool Operators	0.0514%	52,117
51-9162	Computer Numerically Controlled Tool Programmers	0.0071%	79,629
51-9191	Adhesive Bonding Machine Operators and Tenders	0.0008%	47,625
51-9192	Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders	0.0032%	46,927
51-9193	Cooling and Freezing Equipment Operators and Tenders	0.0003%	46,729
51-9194	Etchers and Engravers	0.0016%	43,905
51-9195	Molders, Shapers, and Casters, Except Metal and Plastic	0.0063%	49,032
51-9196	Paper Goods Machine Setters, Operators, and Tenders	0.0079%	49,084
51-9197	Tire Builders	0.0011%	46,729
51-9198	Helpers--Production Workers	0.1199%	46,989
51-9199	Production Workers, All Other	0.2348%	49,543
53-2011	Airline Pilots, Copilots, and Flight Engineers	0.0008%	262,343
53-2012	Commercial Pilots	0.0132%	148,128
53-3011	Ambulance Drivers and Attendants, Except Emergency Medical Technicia	0.0011%	39,366
53-3031	Driver/Sales Workers	0.0348%	46,920
53-3032	Heavy and Tractor-Trailer Truck Drivers	0.1689%	60,073
53-3033	Light Truck Drivers	0.1275%	48,398
53-3051	Bus Drivers, School	0.0008%	52,529
53-3052	Bus Drivers, Transit and Intercity	0.0011%	61,863
53-3053	Shuttle Drivers and Chauffeurs	0.0308%	41,842
53-3054	Taxi Drivers	0.0011%	37,617
53-5021	Captains, Mates, and Pilots of Water Vessels	0.0003%	113,029
53-6021	Parking Attendants	0.0190%	37,357
53-6031	Automotive and Watercraft Service Attendants	0.0013%	39,470
53-6041	Traffic Technicians	0.0021%	75,797
53-6051	Transportation Inspectors	0.0042%	75,651
53-6099	Transportation Workers, All Other	0.0040%	49,886
53-7011	Conveyor Operators and Tenders	0.0024%	42,477
53-7021	Crane and Tower Operators	0.0018%	65,276
53-7051	Industrial Truck and Tractor Operators	0.2374%	50,573

Table 2.7: Occupation Mix and Averages for Office Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
53-7061	Cleaners of Vehicles and Equipment	0.0495%	40,094
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	1.7557%	43,809
53-7063	Machine Feeders and Offbearers	0.0171%	45,162
53-7064	Packers and Packagers, Hand	0.3939%	36,983
53-7065	Stockers and Order Fillers	0.3323%	42,217
53-7081	Refuse and Recyclable Material Collectors	0.0008%	64,465
53-7121	Tank Car, Truck, and Ship Loaders	0.0003%	58,044
53-7199	Material Moving Workers, All Other	0.0024%	49,761

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

Table 2.8: Occupation Mix and Averages for Industrial Prototype

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
11-1011	Chief Executives	0.2139%	\$ 280,501
11-1021	General and Operations Managers	2.7728%	151,214
11-2011	Advertising and Promotions Managers	0.0361%	183,247
11-2021	Marketing Managers	0.3957%	190,254
11-2022	Sales Managers	0.4401%	147,583
11-2032	Public Relations Managers	0.0571%	160,760
11-2033	Fundraising Managers	0.0062%	137,701
11-3012	Administrative Services Managers	0.2145%	117,406
11-3013	Facilities Managers	0.0718%	108,849
11-3021	Computer and Information Systems Managers	0.7446%	177,434
11-3031	Financial Managers	0.9248%	168,490
11-3051	Industrial Production Managers	0.2281%	153,050
11-3061	Purchasing Managers	0.0734%	130,256
11-3071	Transportation, Storage, and Distribution Managers	0.0664%	114,244
11-3111	Compensation and Benefits Managers	0.0204%	153,305
11-3121	Human Resources Managers	0.2021%	140,159
11-3131	Training and Development Managers	0.0389%	152,988
11-9013	Farmers, Ranchers, and Other Agricultural Managers	0.0014%	118,578
11-9021	Construction Managers	0.5236%	143,065
11-9031	Education and Childcare Administrators, Preschool and Daycare	0.0014%	71,992
11-9032	Education Administrators, Kindergarten through Secondary	0.0012%	132,693
11-9033	Education Administrators, Postsecondary	0.0002%	143,422
11-9039	Education Administrators, All Other	0.0030%	123,260
11-9041	Architectural and Engineering Managers	0.2642%	184,318
11-9051	Food Service Managers	0.0465%	83,363
11-9072	Entertainment and Recreation Managers, Except Gambling	0.0004%	89,003
11-9081	Lodging Managers	0.0042%	89,645
11-9111	Medical and Health Services Managers	0.3304%	138,476
11-9121	Natural Sciences Managers	0.0966%	207,245
11-9141	Property, Real Estate, and Community Association Managers	0.4372%	70,156
11-9151	Social and Community Service Managers	0.0313%	89,584
11-9161	Emergency Management Directors	0.0006%	124,820
11-9179	Personal Service Managers, All Other	0.0004%	75,112
11-9199	Managers, All Other	0.4920%	152,458
13-1031	Claims Adjusters, Examiners, and Investigators	0.4741%	106,973
13-1032	Insurance Appraisers, Auto Damage	0.0253%	76,622
13-1041	Compliance Officers	0.2716%	84,332
13-1051	Cost Estimators	0.3198%	99,079
13-1071	Human Resources Specialists	0.8847%	83,455
13-1075	Labor Relations Specialists	0.0100%	102,781
13-1081	Logisticians	0.1702%	87,320
13-1082	Project Management Specialists	1.1760%	104,117
13-1111	Management Analysts	1.0756%	94,775
13-1121	Meeting, Convention, and Event Planners	0.0676%	64,363
13-1131	Fundraisers	0.0219%	65,036
13-1141	Compensation, Benefits, and Job Analysis Specialists	0.1085%	89,890
13-1151	Training and Development Specialists	0.3160%	73,511
13-1161	Market Research Analysts and Marketing Specialists	1.0196%	84,475
13-1199	Business Operations Specialists, All Other	0.8703%	76,397
13-2011	Accountants and Auditors	1.7903%	95,030
13-2031	Budget Analysts	0.0267%	99,293
13-2041	Credit Analysts	0.1185%	99,915
13-2051	Financial and Investment Analysts	0.3454%	116,172
13-2052	Personal Financial Advisors	0.1395%	142,066
13-2053	Insurance Underwriters	0.2382%	98,956
13-2054	Financial Risk Specialists	0.0820%	126,044
13-2061	Financial Examiners	0.0774%	105,422
13-2071	Credit Counselors	0.0271%	60,794
13-2072	Loan Officers	0.6281%	88,738
13-2082	Tax Preparers	0.1712%	58,336
13-2099	Financial Specialists, All Other	0.1125%	78,468
15-1211	Computer Systems Analysts	0.7726%	113,293
15-1212	Information Security Analysts	0.2731%	142,889
15-1221	Computer and Information Research Scientists	0.0373%	241,135
15-1231	Computer Network Support Specialists	0.2404%	87,114

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
15-1232	Computer User Support Specialists	0.8823%	79,285
15-1241	Computer Network Architects	0.2785%	122,473
15-1242	Database Administrators	0.1111%	104,872
15-1243	Database Architects	0.0848%	158,839
15-1244	Network and Computer Systems Administrators	0.4262%	105,110
15-1251	Computer Programmers	0.2426%	127,375
15-1252	Software Developers	2.3656%	139,867
15-1253	Software Quality Assurance Analysts and Testers	0.3402%	142,982
15-1254	Web Developers	0.1205%	107,042
15-1255	Web and Digital Interface Designers	0.1269%	81,008
15-1299	Computer Occupations, All Other	0.4427%	104,269
15-2011	Actuaries	0.0501%	131,570
15-2021	Mathematicians	0.0004%	131,445
15-2031	Operations Research Analysts	0.1445%	105,630
15-2041	Statisticians	0.0337%	141,445
15-2051	Data Scientists	0.1752%	117,001
15-2099	Mathematical Science Occupations, All Other	0.0036%	107,270
17-1011	Architects, Except Landscape and Naval	0.1947%	115,111
17-1012	Landscape Architects	0.0301%	119,680
17-1021	Cartographers and Photogrammetrists	0.0114%	100,168
17-1022	Surveyors	0.0798%	106,035
17-2011	Aerospace Engineers	0.0517%	145,215
17-2021	Agricultural Engineers	0.0006%	113,324
17-2031	Bioengineers and Biomedical Engineers	0.0245%	127,894
17-2041	Chemical Engineers	0.0235%	122,432
17-2051	Civil Engineers	0.4386%	112,514
17-2061	Computer Hardware Engineers	0.1127%	173,356
17-2071	Electrical Engineers	0.2396%	156,741
17-2072	Electronics Engineers, Except Computer	0.1453%	143,938
17-2081	Environmental Engineers	0.0499%	118,901
17-2111	Health and Safety Engineers, Except Mining Safety Engineers and Inspec	0.0255%	126,928
17-2112	Industrial Engineers	0.3757%	120,407
17-2121	Marine Engineers and Naval Architects	0.0044%	141,186
17-2131	Materials Engineers	0.0219%	118,029
17-2141	Mechanical Engineers	0.3973%	113,678
17-2151	Mining and Geological Engineers, Including Mining Safety Engineers	0.0070%	118,880
17-2161	Nuclear Engineers	0.0066%	160,843
17-2171	Petroleum Engineers	0.0168%	148,559
17-2199	Engineers, All Other	0.1664%	104,550
17-3011	Architectural and Civil Drafters	0.1862%	70,396
17-3012	Electrical and Electronics Drafters	0.0311%	79,918
17-3013	Mechanical Drafters	0.0810%	79,191
17-3019	Drafters, All Other	0.0237%	69,637
17-3021	Aerospace Engineering and Operations Technologists and Technicians	0.0100%	88,693
17-3022	Civil Engineering Technologists and Technicians	0.0634%	81,413
17-3023	Electrical and Electronic Engineering Technologists and Technicians	0.1205%	82,358
17-3024	Electro-Mechanical and Mechatronics Technologists and Technicians	0.0148%	79,721
17-3025	Environmental Engineering Technologists and Technicians	0.0150%	74,612
17-3026	Industrial Engineering Technologists and Technicians	0.0844%	80,084
17-3027	Mechanical Engineering Technologists and Technicians	0.0541%	77,353
17-3028	Calibration Technologists and Technicians	0.0092%	66,906
17-3029	Engineering Technologists and Technicians, Except Drafters, All Other	0.0816%	73,106
19-1011	Animal Scientists	0.0020%	157,988
19-1012	Food Scientists and Technologists	0.0213%	72,909
19-1021	Biochemists and Biophysicists	0.0597%	140,417
19-1022	Microbiologists	0.0271%	109,098
19-1023	Zoologists and Wildlife Biologists	0.0044%	90,541
19-1029	Biological Scientists, All Other	0.0441%	117,603
19-1031	Conservation Scientists	0.0016%	85,442
19-1032	Foresters	0.0016%	75,235
19-1041	Epidemiologists	0.0016%	102,805
19-1042	Medical Scientists, Except Epidemiologists	0.1277%	128,818
19-1099	Life Scientists, All Other	0.0064%	134,322
19-2011	Astronomers	0.0018%	150,957

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
19-2012	Physicists	0.0227%	172,380
19-2021	Atmospheric and Space Scientists	0.0090%	108,527
19-2031	Chemists	0.1075%	80,001
19-2032	Materials Scientists	0.0096%	106,668
19-2041	Environmental Scientists and Specialists, Including Health	0.0656%	104,799
19-2042	Geoscientists, Except Hydrologists and Geographers	0.0291%	102,224
19-2043	Hydrologists	0.0046%	131,362
19-2099	Physical Scientists, All Other	0.0092%	139,036
19-3011	Economists	0.0108%	142,359
19-3022	Survey Researchers	0.0124%	82,244
19-3032	Industrial-Organizational Psychologists	0.0002%	130,085
19-3033	Clinical and Counseling Psychologists	0.0718%	132,068
19-3034	School Psychologists	0.0022%	126,762
19-3039	Psychologists, All Other	0.0048%	120,895
19-3041	Sociologists	0.0026%	112,110
19-3051	Urban and Regional Planners	0.0110%	114,872
19-3091	Anthropologists and Archeologists	0.0084%	78,381
19-3092	Geographers	0.0002%	97,312
19-3093	Historians	0.0014%	101,185
19-3094	Political Scientists	0.0018%	129,638
19-3099	Social Scientists and Related Workers, All Other	0.0110%	94,321
19-4012	Agricultural Technicians	0.0104%	60,219
19-4013	Food Science Technicians	0.0172%	52,680
19-4021	Biological Technicians	0.0812%	61,891
19-4031	Chemical Technicians	0.0708%	50,613
19-4042	Environmental Science and Protection Technicians, Including Health	0.0397%	65,806
19-4043	Geological Technicians, Except Hydrologic Technicians	0.0118%	67,280
19-4044	Hydrologic Technicians	0.0008%	76,169
19-4051	Nuclear Technicians	0.0010%	78,194
19-4061	Social Science Research Assistants	0.0188%	68,142
19-4071	Forest and Conservation Technicians	0.0016%	48,422
19-4092	Forensic Science Technicians	0.0020%	97,229
19-4099	Life, Physical, and Social Science Technicians, All Other	0.0609%	59,814
19-5011	Occupational Health and Safety Specialists	0.0980%	92,431
19-5012	Occupational Health and Safety Technicians	0.0233%	68,163
21-1012	Educational, Guidance, and Career Counselors and Advisors	0.0088%	96,045
21-1013	Marriage and Family Therapists	0.0483%	56,356
21-1015	Rehabilitation Counselors	0.0134%	53,251
21-1019	Counselors, All Other	0.0200%	45,940
21-1021	Child, Family, and School Social Workers	0.0337%	69,378
21-1022	Healthcare Social Workers	0.0786%	92,493
21-1023	Mental Health and Substance Abuse Social Workers	0.0768%	109,057
21-1029	Social Workers, All Other	0.0052%	79,233
21-1091	Health Education Specialists	0.0285%	66,605
21-1092	Probation Officers and Correctional Treatment Specialists	0.0018%	101,040
21-1093	Social and Human Service Assistants	0.0926%	53,542
21-1094	Community Health Workers	0.0383%	82,047
21-1099	Community and Social Service Specialists, All Other	0.0162%	57,592
21-2011	Clergy	0.0016%	72,036
21-2099	Religious Workers, All Other	0.0002%	54,964
23-1011	Lawyers	1.0222%	176,887
23-2011	Paralegals and Legal Assistants	0.5844%	72,317
23-2093	Title Examiners, Abstractors, and Searchers	0.0980%	90,977
23-2099	Legal Support Workers, All Other	0.0355%	68,163
25-1042	Biological Science Teachers, Postsecondary	0.0004%	127,229
25-1052	Chemistry Teachers, Postsecondary	0.0002%	124,394
25-1072	Nursing Instructors and Teachers, Postsecondary	0.0002%	108,153
25-1194	Career/Technical Education Teachers, Postsecondary	0.0010%	101,777
25-2011	Preschool Teachers, Except Special Education	0.0048%	47,519
25-2012	Kindergarten Teachers, Except Special Education	0.0002%	105,412
25-2021	Elementary School Teachers, Except Special Education	0.0008%	95,162
25-2031	Secondary School Teachers, Except Special and Career/Technical Educa	0.0018%	96,367
25-2051	Special Education Teachers, Preschool	0.0016%	78,516
25-2059	Special Education Teachers, All Other	0.0020%	84,716
25-3011	Adult Basic Education, Adult Secondary Education, and English as a Sec	0.0008%	94,882

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
25-3021	Self-Enrichment Teachers	0.0028%	58,100
25-3031	Substitute Teachers, Short-Term	0.0253%	53,012
25-3041	Tutors	0.0036%	43,978
25-3099	Teachers and Instructors, All Other	0.0114%	101,808
25-4011	Archivists	0.0022%	74,518
25-4012	Curators	0.0004%	83,013
25-4022	Librarians and Media Collections Specialists	0.0176%	83,594
25-4031	Library Technicians	0.0104%	62,452
25-9031	Instructional Coordinators	0.0162%	112,099
25-9099	Educational Instruction and Library Workers, All Other	0.0010%	65,079
27-1011	Art Directors	0.0621%	108,485
27-1012	Craft Artists	0.0016%	96,554
27-1013	Fine Artists, Including Painters, Sculptors, and Illustrators	0.0034%	82,628
27-1014	Special Effects Artists and Animators	0.0229%	140,002
27-1019	Artists and Related Workers, All Other	0.0008%	108,371
27-1021	Commercial and Industrial Designers	0.0363%	98,194
27-1022	Fashion Designers	0.0110%	96,678
27-1023	Floral Designers	0.0012%	44,071
27-1024	Graphic Designers	0.2620%	76,855
27-1025	Interior Designers	0.0904%	89,949
27-1026	Merchandise Displayers and Window Trimmers	0.0716%	46,397
27-1027	Set and Exhibit Designers	0.0016%	87,519
27-1029	Designers, All Other	0.0118%	91,860
27-2012	Producers and Directors	0.1191%	156,015
27-2022	Coaches and Scouts	0.0004%	60,520
27-2041	Music Directors and Composers	0.0002%	101,943
27-3031	Public Relations Specialists	0.2101%	96,647
27-3041	Editors	0.1415%	91,538
27-3042	Technical Writers	0.0738%	125,588
27-3043	Writers and Authors	0.0583%	134,311
27-3091	Interpreters and Translators	0.0541%	69,482
27-3092	Court Reporters and Simultaneous Captioners	0.0070%	101,985
27-3099	Media and Communication Workers, All Other	0.0086%	62,836
27-4011	Audio and Video Technicians	0.0257%	73,210
27-4014	Sound Engineering Technicians	0.0042%	92,867
27-4015	Lighting Technicians	0.0004%	96,751
27-4021	Photographers	0.0575%	67,799
27-4031	Camera Operators, Television, Video, and Film	0.0156%	82,701
27-4032	Film and Video Editors	0.0158%	95,879
27-4099	Media and Communication Equipment Workers, All Other	0.0044%	76,065
29-1011	Chiropractors	0.0720%	93,480
29-1021	Dentists, General	0.2111%	205,901
29-1022	Oral and Maxillofacial Surgeons	0.0100%	267,594
29-1031	Dietitians and Nutritionists	0.0423%	91,008
29-1041	Optometrists	0.0664%	149,825
29-1051	Pharmacists	0.0523%	172,006
29-1071	Physician Assistants	0.1748%	171,757
29-1081	Podiatrists	0.0150%	187,375
29-1122	Occupational Therapists	0.0868%	111,320
29-1123	Physical Therapists	0.2201%	130,698
29-1124	Radiation Therapists	0.0106%	147,364
29-1125	Recreational Therapists	0.0022%	81,195
29-1126	Respiratory Therapists	0.0170%	99,846
29-1127	Speech-Language Pathologists	0.0852%	122,722
29-1128	Exercise Physiologists	0.0026%	82,254
29-1131	Veterinarians	0.1463%	131,601
29-1141	Registered Nurses	1.0896%	152,027
29-1151	Nurse Anesthetists	0.0573%	255,985
29-1161	Nurse Midwives	0.0118%	176,046
29-1171	Nurse Practitioners	0.2987%	196,462
29-1181	Audiologists	0.0162%	114,020
29-1212	Cardiologists	0.0299%	345,716
29-1214	Emergency Medicine Physicians	0.0519%	236,608
29-1215	Family Medicine Physicians	0.1600%	279,869

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
29-1216	General Internal Medicine Physicians	0.0766%	264,126
29-1217	Neurologists	0.0088%	254,199
29-1221	Pediatricians, General	0.0517%	225,839
29-1222	Physicians, Pathologists	0.0150%	268,010
29-1223	Psychiatrists	0.0245%	337,699
29-1224	Radiologists	0.0475%	352,175
29-1249	Surgeons, All Other	0.0427%	297,076
29-1291	Acupuncturists	0.0132%	94,768
29-1292	Dental Hygienists	0.4160%	119,607
29-1299	Healthcare Diagnosing or Treating Practitioners, All Other	0.0088%	132,525
29-2031	Cardiovascular Technologists and Technicians	0.0192%	87,769
29-2032	Diagnostic Medical Sonographers	0.0619%	118,880
29-2033	Nuclear Medicine Technologists	0.0080%	133,854
29-2034	Radiologic Technologists and Technicians	0.1588%	103,511
29-2035	Magnetic Resonance Imaging Technologists	0.0293%	113,179
29-2036	Medical Dosimetrists	0.0014%	182,941
29-2042	Emergency Medical Technicians	0.0186%	47,373
29-2043	Paramedics	0.0108%	74,217
29-2051	Dietetic Technicians	0.0026%	46,034
29-2052	Pharmacy Technicians	0.0549%	61,828
29-2053	Psychiatric Technicians	0.0421%	77,145
29-2055	Surgical Technologists	0.0571%	86,024
29-2056	Veterinary Technologists and Technicians	0.2259%	47,924
29-2057	Ophthalmic Medical Technicians	0.1221%	54,123
29-2061	Licensed Practical and Licensed Vocational Nurses	0.3035%	79,305
29-2072	Medical Records Specialists	0.1953%	57,384
29-2081	Opticians, Dispensing	0.0822%	55,837
29-2091	Orthotists and Prosthetists	0.0136%	87,935
29-2092	Hearing Aid Specialists	0.0050%	66,148
29-2099	Health Technologists and Technicians, All Other	0.1468%	64,258
29-9021	Health Information Technologists and Medical Registrars	0.0285%	99,191
29-9091	Athletic Trainers	0.0142%	68,890
29-9092	Genetic Counselors	0.0018%	136,866
29-9093	Surgical Assistants	0.0184%	55,961
29-9099	Healthcare Practitioners and Technical Workers, All Other	0.0277%	85,671
31-1131	Nursing Assistants	0.1514%	46,177
31-1132	Orderlies	0.0066%	51,759
31-1133	Psychiatric Aides	0.0054%	52,104
31-2011	Occupational Therapy Assistants	0.0423%	84,317
31-2012	Occupational Therapy Aides	0.0026%	50,055
31-2021	Physical Therapist Assistants	0.1026%	82,488
31-2022	Physical Therapist Aides	0.0650%	38,631
31-9011	Massage Therapists	0.0613%	52,720
31-9091	Dental Assistants	0.6854%	55,689
31-9092	Medical Assistants	1.1656%	57,351
31-9093	Medical Equipment Preparers	0.0263%	65,900
31-9094	Medical Transcriptionists	0.0804%	39,237
31-9095	Pharmacy Aides	0.0086%	59,577
31-9096	Veterinary Assistants and Laboratory Animal Caretakers	0.1893%	41,045
31-9097	Phlebotomists	0.1293%	52,752
31-9099	Healthcare Support Workers, All Other	0.0557%	52,992
33-1011	First-Line Supervisors of Correctional Officers	0.0028%	118,892
33-1021	First-Line Supervisors of Firefighting and Prevention Workers	0.0058%	96,703
33-1091	First-Line Supervisors of Security Workers	0.0601%	63,768
33-1099	First-Line Supervisors of Protective Service Workers, All Other	0.0092%	77,356
33-2011	Firefighters	0.0373%	65,754
33-2021	Fire Inspectors and Investigators	0.0010%	96,347
33-3012	Correctional Officers and Jailers	0.0357%	88,341
33-9021	Private Detectives and Investigators	0.0359%	62,608
33-9032	Security Guards	1.4575%	41,286
33-9091	Crossing Guards and Flaggers	0.0776%	51,351
33-9092	Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers	0.0030%	38,077
33-9094	School Bus Monitors	0.0002%	37,418
33-9099	Protective Service Workers, All Other	0.0257%	40,073

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
35-1011	Chefs and Head Cooks	0.0405%	77,586
35-1012	First-Line Supervisors of Food Preparation and Serving Workers	0.1018%	51,215
35-2011	Cooks, Fast Food	0.0036%	38,087
35-2012	Cooks, Institution and Cafeteria	0.1283%	51,487
35-2014	Cooks, Restaurant	0.0706%	44,839
35-2015	Cooks, Short Order	0.0154%	42,435
35-2019	Cooks, All Other	0.0094%	41,547
35-2021	Food Preparation Workers	0.1299%	41,233
35-3011	Bartenders	0.0802%	39,885
35-3023	Fast Food and Counter Workers	0.2658%	37,648
35-3031	Waiters and Waitresses	0.1189%	41,202
35-3041	Food Servers, Nonrestaurant	0.0573%	44,317
35-9011	Dining Room and Cafeteria Attendants and Bartender Helpers	0.0427%	37,000
35-9021	Dishwashers	0.0613%	38,662
35-9031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	0.0140%	38,307
35-9099	Food Preparation and Serving Related Workers, All Other	0.0148%	43,564
37-1011	First-Line Supervisors of Housekeeping and Janitorial Workers	0.1443%	56,368
37-1012	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping	0.1636%	73,917
37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	2.2237%	44,181
37-2012	Maids and Housekeeping Cleaners	0.3244%	42,352
37-2019	Building Cleaning Workers, All Other	0.0249%	45,811
37-2021	Pest Control Workers	0.1688%	51,539
37-3011	Landscaping and Groundskeeping Workers	1.2211%	47,118
37-3012	Pesticide Handlers, Sprayers, and Applicators, Vegetation	0.0245%	47,003
37-3013	Tree Trimmers and Pruners	0.0738%	66,329
37-3019	Grounds Maintenance Workers, All Other	0.0132%	49,888
39-1014	First-Line Supervisors of Entertainment and Recreation Workers, Except C	0.0016%	53,243
39-1022	First-Line Supervisors of Personal Service Workers	0.0058%	53,849
39-2011	Animal Trainers	0.0008%	48,320
39-2021	Animal Caretakers	0.0750%	39,958
39-3031	Ushers, Lobby Attendants, and Ticket Takers	0.0126%	36,990
39-3091	Amusement and Recreation Attendants	0.0064%	37,659
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	0.0002%	42,822
39-5012	Hairdressers, Hairstylists, and Cosmetologists	0.0028%	43,355
39-5091	Makeup Artists, Theatrical and Performance	0.0002%	106,726
39-5092	Manicurists and Pedicurists	0.0002%	36,154
39-5094	Skincare Specialists	0.0160%	50,463
39-6011	Baggage Porters and Bellhops	0.0054%	37,074
39-6012	Concierges	0.0257%	43,658
39-9011	Childcare Workers	0.0162%	41,192
39-9031	Exercise Trainers and Group Fitness Instructors	0.0132%	68,252
39-9032	Recreation Workers	0.0120%	38,547
39-9041	Residential Advisors	0.0086%	61,531
39-9099	Personal Care and Service Workers, All Other	0.0024%	39,990
41-1011	First-Line Supervisors of Retail Sales Workers	0.0686%	60,565
41-1012	First-Line Supervisors of Non-Retail Sales Workers	0.2422%	91,122
41-2011	Cashiers	0.1297%	37,787
41-2021	Counter and Rental Clerks	0.2570%	48,173
41-2022	Parts Salespersons	0.0064%	45,659
41-2031	Retail Salespersons	0.2536%	44,263
41-3011	Advertising Sales Agents	0.1810%	76,495
41-3021	Insurance Sales Agents	0.8707%	89,943
41-3031	Securities, Commodities, and Financial Services Sales Agents	0.5519%	81,440
41-3041	Travel Agents	0.0014%	54,359
41-3091	Sales Representatives of Services, Except Advertising, Insurance, Financi	1.3691%	85,598
41-4011	Sales Representatives, Wholesale and Manufacturing, Technical and Scie	0.1820%	107,455
41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical a	0.5325%	94,153
41-9011	Demonstrators and Product Promoters	0.0491%	46,921
41-9022	Real Estate Sales Agents	0.3360%	95,446
41-9031	Sales Engineers	0.0716%	147,125
41-9041	Telemarketers	0.2011%	40,032
41-9091	Door-to-Door Sales Workers, News and Street Vendors, and Related Wor	0.0114%	39,401
41-9099	Sales and Related Workers, All Other	0.0936%	71,302
43-1011	First-Line Supervisors of Office and Administrative Support Workers	1.4831%	74,744
43-2011	Switchboard Operators, Including Answering Service	0.0439%	48,962

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
43-2021	Telephone Operators	0.0024%	55,077
43-3011	Bill and Account Collectors	0.3328%	58,444
43-3021	Billing and Posting Clerks	0.6018%	57,825
43-3031	Bookkeeping, Accounting, and Auditing Clerks	1.6187%	58,837
43-3051	Payroll and Timekeeping Clerks	0.1698%	62,969
43-3061	Procurement Clerks	0.0343%	51,834
43-3071	Tellers	0.7414%	46,597
43-3099	Financial Clerks, All Other	0.0437%	55,046
43-4011	Brokerage Clerks	0.0249%	56,637
43-4021	Correspondence Clerks	0.0094%	50,470
43-4031	Court, Municipal, and License Clerks	0.0040%	56,978
43-4041	Credit Authorizers, Checkers, and Clerks	0.0233%	49,571
43-4051	Customer Service Representatives	3.2205%	47,454
43-4061	Eligibility Interviewers, Government Programs	0.0048%	68,464
43-4071	File Clerks	0.0938%	47,392
43-4081	Hotel, Motel, and Resort Desk Clerks	0.0194%	40,626
43-4111	Interviewers, Except Eligibility and Loan	0.1185%	55,645
43-4121	Library Assistants, Clerical	0.0152%	48,322
43-4131	Loan Interviewers and Clerks	0.4775%	51,565
43-4141	New Accounts Clerks	0.0792%	50,697
43-4151	Order Clerks	0.0513%	49,375
43-4161	Human Resources Assistants, Except Payroll and Timekeeping	0.0912%	58,414
43-4171	Receptionists and Information Clerks	1.2590%	44,479
43-4181	Reservation and Transportation Ticket Agents and Travel Clerks	0.0028%	44,138
43-4199	Information and Record Clerks, All Other	0.0483%	58,197
43-5011	Cargo and Freight Agents	0.0066%	53,776
43-5021	Couriers and Messengers	0.0617%	43,353
43-5031	Public Safety Telecommunicators	0.0018%	63,113
43-5032	Dispatchers, Except Police, Fire, and Ambulance	0.1059%	51,937
43-5041	Meter Readers, Utilities	0.0110%	72,431
43-5061	Production, Planning, and Expediting Clerks	0.3575%	61,450
43-5071	Shipping, Receiving, and Inventory Clerks	0.4725%	52,040
43-5111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	0.0301%	46,813
43-6011	Executive Secretaries and Executive Administrative Assistants	0.4194%	84,175
43-6012	Legal Secretaries and Administrative Assistants	0.2702%	62,111
43-6013	Medical Secretaries and Administrative Assistants	0.8973%	54,499
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and Ex	1.5407%	53,249
43-9021	Data Entry Keyers	0.1951%	43,715
43-9022	Word Processors and Typists	0.0102%	49,685
43-9031	Desktop Publishers	0.0090%	60,624
43-9041	Insurance Claims and Policy Processing Clerks	0.4741%	50,542
43-9051	Mail Clerks and Mail Machine Operators, Except Postal Service	0.0934%	42,961
43-9061	Office Clerks, General	2.3953%	50,078
43-9071	Office Machine Operators, Except Computer	0.0415%	46,576
43-9081	Proofreaders and Copy Markers	0.0076%	62,483
43-9111	Statistical Assistants	0.0050%	64,415
43-9199	Office and Administrative Support Workers, All Other	0.0864%	58,166
45-1011	First-Line Supervisors of Farming, Fishing, and Forestry Workers	0.0054%	65,514
45-2011	Agricultural Inspectors	0.0046%	55,802
45-2041	Graders and Sorters, Agricultural Products	0.0204%	35,149
45-2091	Agricultural Equipment Operators	0.0022%	47,960
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	0.0375%	41,090
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	0.0082%	44,179
45-2099	Agricultural Workers, All Other	0.0018%	48,776
45-4011	Forest and Conservation Workers	0.0004%	34,539
45-4021	Fallers	0.0024%	91,106
45-4022	Logging Equipment Operators	0.0110%	61,350
45-4023	Log Graders and Scalars	0.0062%	53,167
45-4029	Logging Workers, All Other	0.0002%	51,339
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	1.0918%	97,987
47-2011	Boilermakers	0.0208%	100,993
47-2021	Brickmasons and Blockmasons	0.1044%	70,318
47-2022	Stonemasons	0.0170%	62,869
47-2031	Carpenters	1.2594%	75,484
47-2041	Carpet Installers	0.0204%	55,141
47-2042	Floor Layers, Except Carpet, Wood, and Hard Tiles	0.0293%	60,937

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
47-2043	Floor Sanders and Finishers	0.0080%	64,915
47-2044	Tile and Stone Setters	0.0720%	67,787
47-2051	Cement Masons and Concrete Finishers	0.3607%	68,882
47-2053	Terrazzo Workers and Finishers	0.0050%	62,972
47-2061	Construction Laborers	1.8131%	58,127
47-2071	Paving, Surfacing, and Tamping Equipment Operators	0.0700%	71,971
47-2072	Pile Driver Operators	0.0070%	99,495
47-2073	Operating Engineers and Other Construction Equipment Operators	0.5493%	85,423
47-2081	Drywall and Ceiling Tile Installers	0.1953%	67,498
47-2082	Tapers	0.0289%	63,613
47-2111	Electricians	1.1301%	71,909
47-2121	Glaziers	0.0868%	79,028
47-2131	Insulation Workers, Floor, Ceiling, and Wall	0.0577%	63,499
47-2132	Insulation Workers, Mechanical	0.0523%	96,582
47-2141	Painters, Construction and Maintenance	0.3763%	59,005
47-2142	Paperhangers	0.0040%	52,609
47-2151	Pipelayers	0.0499%	61,732
47-2152	Plumbers, Pipefitters, and Steamfitters	0.7448%	81,022
47-2161	Plasterers and Stucco Masons	0.0491%	63,355
47-2171	Reinforcing Iron and Rebar Workers	0.0299%	62,580
47-2181	Roofers	0.2582%	68,148
47-2211	Sheet Metal Workers	0.2127%	83,347
47-2221	Structural Iron and Steel Workers	0.1295%	71,703
47-2231	Solar Photovoltaic Installers	0.0273%	55,471
47-3011	Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble	0.0355%	48,373
47-3012	Helpers--Carpenters	0.0539%	56,742
47-3013	Helpers--Electricians	0.1365%	44,065
47-3014	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	0.0148%	45,109
47-3015	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	0.0894%	43,600
47-3016	Helpers--Roofers	0.0130%	47,681
47-3019	Helpers, Construction Trades, All Other	0.0483%	46,400
47-4011	Construction and Building Inspectors	0.1167%	110,323
47-4021	Elevator and Escalator Installers and Repairers	0.0411%	120,655
47-4031	Fence Erectors	0.0457%	50,088
47-4041	Hazardous Materials Removal Workers	0.0108%	59,118
47-4051	Highway Maintenance Workers	0.0118%	66,402
47-4061	Rail-Track Laying and Maintenance Equipment Operators	0.0048%	74,430
47-4071	Septic Tank Servicers and Sewer Pipe Cleaners	0.0092%	52,196
47-5012	Rotary Drill Operators, Oil and Gas	0.0006%	80,009
47-5013	Service Unit Operators, Oil and Gas	0.0012%	63,427
47-5022	Excavating and Loading Machine and Dragline Operators, Surface Mining	0.0293%	75,753
47-5023	Earth Drillers, Except Oil and Gas	0.0217%	65,927
47-5032	Explosives Workers, Ordnance Handling Experts, and Blasters	0.0024%	69,688
47-5041	Continuous Mining Machine Operators	0.0004%	70,959
47-5044	Loading and Moving Machine Operators, Underground Mining	0.0002%	55,192
47-5051	Rock Splitters, Quarry	0.0028%	59,563
47-5071	Roustabouts, Oil and Gas	0.0054%	66,433
47-5081	Helpers--Extraction Workers	0.0048%	55,730
47-5099	Extraction Workers, All Other	0.0012%	55,141
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	0.3699%	98,474
49-2011	Computer, Automated Teller, and Office Machine Repairers	0.0289%	54,367
49-2021	Radio, Cellular, and Tower Equipment Installers and Repairers	0.0136%	70,638
49-2022	Telecommunications Equipment Installers and Repairers, Except Line Inst	0.3125%	85,406
49-2091	Avionics Technicians	0.0042%	93,862
49-2092	Electric Motor, Power Tool, and Related Repairers	0.0022%	57,942
49-2093	Electrical and Electronics Installers and Repairers, Transportation Equipm	0.0008%	80,245
49-2094	Electrical and Electronics Repairers, Commercial and Industrial Equipmen	0.0321%	77,509
49-2095	Electrical and Electronics Repairers, Powerhouse, Substation, and Relay	0.0042%	108,371
49-2097	Audiovisual Equipment Installers and Repairers	0.0182%	60,533
49-2098	Security and Fire Alarm Systems Installers	0.1415%	65,207
49-3011	Aircraft Mechanics and Service Technicians	0.0146%	79,892
49-3021	Automotive Body and Related Repairers	0.0014%	64,648
49-3022	Automotive Glass Installers and Repairers	0.0012%	49,869
49-3023	Automotive Service Technicians and Mechanics	0.0265%	62,140
49-3031	Bus and Truck Mechanics and Diesel Engine Specialists	0.0660%	72,669
49-3041	Farm Equipment Mechanics and Service Technicians	0.0032%	60,139

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
49-3042	Mobile Heavy Equipment Mechanics, Except Engines	0.0902%	69,052
49-3051	Motorboat Mechanics and Service Technicians	0.0002%	58,865
49-3052	Motorcycle Mechanics	0.0002%	54,730
49-3053	Outdoor Power Equipment and Other Small Engine Mechanics	0.0124%	53,507
49-3092	Recreational Vehicle Service Technicians	0.0002%	56,326
49-3093	Tire Repairers and Changers	0.0018%	41,288
49-9011	Mechanical Door Repairers	0.0347%	55,984
49-9012	Control and Valve Installers and Repairers, Except Mechanical Door	0.0128%	87,748
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	0.5906%	65,487
49-9031	Home Appliance Repairers	0.0044%	50,543
49-9041	Industrial Machinery Mechanics	0.2825%	72,286
49-9043	Maintenance Workers, Machinery	0.0525%	61,072
49-9044	Millwrights	0.0553%	69,529
49-9051	Electrical Power-Line Installers and Repairers	0.0914%	108,485
49-9052	Telecommunications Line Installers and Repairers	0.1917%	78,193
49-9061	Camera and Photographic Equipment Repairers	0.0004%	44,138
49-9062	Medical Equipment Repairers	0.0112%	69,280
49-9063	Musical Instrument Repairers and Tuners	0.0012%	49,413
49-9069	Precision Instrument and Equipment Repairers, All Other	0.0026%	71,975
49-9071	Maintenance and Repair Workers, General	1.2434%	57,673
49-9081	Wind Turbine Service Technicians	0.0050%	71,736
49-9091	Coin, Vending, and Amusement Machine Servicers and Repairers	0.0052%	54,056
49-9092	Commercial Divers	0.0046%	132,207
49-9094	Locksmiths and Safe Repairers	0.0223%	79,229
49-9096	Riggers	0.0148%	89,282
49-9098	Helpers--Installation, Maintenance, and Repair Workers	0.0808%	43,993
49-9099	Installation, Maintenance, and Repair Workers, All Other	0.1361%	51,082
51-1011	First-Line Supervisors of Production and Operating Workers	0.6692%	82,224
51-2011	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	0.0070%	62,913
51-2021	Coil Winders, Tapers, and Finishers	0.0100%	43,540
51-2031	Engine and Other Machine Assemblers	0.0672%	51,721
51-2041	Structural Metal Fabricators and Fitters	0.0922%	54,753
51-2051	Fiberglass Laminators and Fabricators	0.0054%	47,698
51-3011	Bakers	0.1419%	42,196
51-3021	Butchers and Meat Cutters	0.0231%	44,395
51-3022	Meat, Poultry, and Fish Cutters and Trimmers	0.1943%	36,818
51-3023	Slaughterers and Meat Packers	0.1590%	35,599
51-3091	Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders	0.0261%	42,748
51-3092	Food Batchmakers	0.2326%	39,851
51-3093	Food Cooking Machine Operators and Tenders	0.0395%	40,122
51-3099	Food Processing Workers, All Other	0.0571%	36,943
51-4021	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic	0.0295%	43,227
51-4022	Forging Machine Setters, Operators, and Tenders, Metal and Plastic	0.0154%	56,775
51-4023	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	0.0174%	51,325
51-4031	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic	0.2512%	45,999
51-4032	Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.0096%	51,043
51-4033	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.0798%	44,478
51-4034	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.0299%	54,878
51-4035	Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic	0.0146%	56,921
51-4041	Machinists	0.4852%	58,151
51-4051	Metal-Refining Furnace Operators and Tenders	0.0038%	48,824
51-4052	Pourers and Casters, Metal	0.0012%	40,247
51-4061	Model Makers, Metal and Plastic	0.0054%	76,867
51-4062	Patternmakers, Metal and Plastic	0.0012%	68,551
51-4071	Foundry Mold and Coremakers	0.0050%	41,404
51-4072	Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic	0.1057%	44,655
51-4081	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	0.1752%	44,697
51-4111	Tool and Die Makers	0.0936%	71,552
51-4121	Welders, Cutters, Solderers, and Brazers	0.5487%	59,266
51-4122	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders	0.0447%	52,992
51-4191	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic	0.0108%	50,439
51-4192	Layout Workers, Metal and Plastic	0.0028%	60,850
51-4193	Plating Machine Setters, Operators, and Tenders, Metal and Plastic	0.0186%	46,083
51-4194	Tool Grinders, Filers, and Sharpeners	0.0068%	48,136
51-4199	Metal Workers and Plastic Workers, All Other	0.0231%	45,270
51-5111	Prepress Technicians and Workers	0.0058%	50,887

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
51-5112	Printing Press Operators	0.0652%	52,450
51-5113	Print Binding and Finishing Workers	0.0090%	44,832
51-6011	Laundry and Dry-Cleaning Workers	0.0251%	39,403
51-6021	Pressers, Textile, Garment, and Related Materials	0.0006%	37,141
51-6031	Sewing Machine Operators	0.1040%	37,673
51-6042	Shoe Machine Operators and Tenders	0.0002%	43,686
51-6051	Sewers, Hand	0.0010%	35,443
51-6052	Tailors, Dressmakers, and Custom Sewers	0.0018%	47,844
51-6061	Textile Bleaching and Dyeing Machine Operators and Tenders	0.0118%	36,964
51-6062	Textile Cutting Machine Setters, Operators, and Tenders	0.0142%	39,517
51-6063	Textile Knitting and Weaving Machine Setters, Operators, and Tenders	0.0289%	38,976
51-6064	Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders	0.0429%	36,683
51-6091	Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic	0.0164%	52,992
51-6092	Fabric and Apparel Patternmakers	0.0020%	68,707
51-6093	Upholsterers	0.0355%	44,989
51-6099	Textile, Apparel, and Furnishings Workers, All Other	0.0138%	36,485
51-7011	Cabinetmakers and Bench Carpenters	0.1730%	51,460
51-7021	Furniture Finishers	0.0243%	48,428
51-7041	Sawing Machine Setters, Operators, and Tenders, Wood	0.0798%	46,302
51-7042	Woodworking Machine Setters, Operators, and Tenders, Except Sawing	0.1263%	48,834
51-7099	Woodworkers, All Other	0.0116%	42,560
51-8012	Power Distributors and Dispatchers	0.0022%	119,563
51-8013	Power Plant Operators	0.0012%	107,672
51-8021	Stationary Engineers and Boiler Operators	0.0122%	78,639
51-8031	Water and Wastewater Treatment Plant and System Operators	0.0385%	78,649
51-8091	Chemical Plant and System Operators	0.0072%	93,562
51-8092	Gas Plant Operators	0.0006%	108,986
51-8093	Petroleum Pump System Operators, Refinery Operators, and Gaugers	0.0022%	101,117
51-8099	Plant and System Operators, All Other	0.0054%	73,960
51-9011	Chemical Equipment Operators and Tenders	0.0874%	54,045
51-9012	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders	0.0684%	74,543
51-9021	Crushing, Grinding, and Polishing Machine Setters, Operators, and Tenders	0.0275%	46,052
51-9022	Grinding and Polishing Workers, Hand	0.0215%	51,043
51-9023	Mixing and Blending Machine Setters, Operators, and Tenders	0.1213%	54,482
51-9031	Cutters and Trimmers, Hand	0.0060%	37,600
51-9032	Cutting and Slicing Machine Setters, Operators, and Tenders	0.0577%	47,021
51-9041	Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders	0.0477%	46,562
51-9051	Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders	0.0190%	45,968
51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers	0.6680%	51,689
51-9071	Jewelers and Precious Stone and Metal Workers	0.0126%	50,970
51-9081	Dental Laboratory Technicians	0.0678%	60,964
51-9082	Medical Appliance Technicians	0.0200%	48,375
51-9083	Ophthalmic Laboratory Technicians	0.0273%	51,148
51-9111	Packaging and Filling Machine Operators and Tenders	0.5487%	48,730
51-9123	Painting, Coating, and Decorating Workers	0.0130%	52,502
51-9124	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	0.1193%	58,536
51-9141	Semiconductor Processing Technicians	0.0467%	53,826
51-9151	Photographic Process Workers and Processing Machine Operators	0.0052%	47,333
51-9161	Computer Numerically Controlled Tool Operators	0.2416%	52,117
51-9162	Computer Numerically Controlled Tool Programmers	0.0387%	79,629
51-9191	Adhesive Bonding Machine Operators and Tenders	0.0068%	47,625
51-9192	Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders	0.0168%	46,927
51-9193	Cooling and Freezing Equipment Operators and Tenders	0.0122%	46,729
51-9194	Etchers and Engravers	0.0046%	43,905
51-9195	Molders, Shapers, and Casters, Except Metal and Plastic	0.0621%	49,032
51-9196	Paper Goods Machine Setters, Operators, and Tenders	0.0088%	49,084
51-9197	Tire Builders	0.0008%	46,729
51-9198	Helpers--Production Workers	0.2650%	46,989
51-9199	Production Workers, All Other	0.2700%	49,543
53-2011	Airline Pilots, Copilots, and Flight Engineers	0.0006%	262,343
53-2012	Commercial Pilots	0.0104%	148,128
53-3011	Ambulance Drivers and Attendants, Except Emergency Medical Technicians	0.0008%	39,366
53-3031	Driver/Sales Workers	0.0595%	46,920
53-3032	Heavy and Tractor-Trailer Truck Drivers	0.6862%	60,073
53-3033	Light Truck Drivers	0.1872%	48,398
53-3051	Bus Drivers, School	0.0006%	52,529

Table 2.8: Occupation Mix and Averages for Industrial Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
53-3052	Bus Drivers, Transit and Intercity	0.0008%	61,863
53-3053	Shuttle Drivers and Chauffeurs	0.0225%	41,842
53-3054	Taxi Drivers	0.0008%	37,617
53-5011	Sailors and Marine Oilers	0.0022%	64,610
53-5021	Captains, Mates, and Pilots of Water Vessels	0.0028%	113,029
53-5022	Motorboat Operators	0.0010%	65,724
53-5031	Ship Engineers	0.0004%	164,861
53-6011	Bridge and Lock Tenders	0.0002%	62,092
53-6021	Parking Attendants	0.0134%	37,357
53-6031	Automotive and Watercraft Service Attendants	0.0012%	39,470
53-6041	Traffic Technicians	0.0018%	75,797
53-6051	Transportation Inspectors	0.0032%	75,651
53-6099	Transportation Workers, All Other	0.0030%	49,886
53-7011	Conveyor Operators and Tenders	0.0088%	42,477
53-7021	Crane and Tower Operators	0.0439%	65,276
53-7031	Dredge Operators	0.0018%	71,770
53-7041	Hoist and Winch Operators	0.0006%	51,468
53-7051	Industrial Truck and Tractor Operators	0.4206%	50,573
53-7061	Cleaners of Vehicles and Equipment	0.0896%	40,094
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	1.9198%	43,809
53-7063	Machine Feeders and Offbearers	0.0549%	45,162
53-7064	Packers and Packagers, Hand	0.4733%	36,983
53-7065	Stockers and Order Fillers	0.3575%	42,217
53-7072	Pump Operators, Except Wellhead Pumpers	0.0046%	58,408
53-7081	Refuse and Recyclable Material Collectors	0.1279%	64,465
53-7121	Tank Car, Truck, and Ship Loaders	0.0014%	58,044
53-7199	Material Moving Workers, All Other	0.0080%	49,761

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

Table 2.9: Occupation Mix and Averages for Hotel Prototype

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
11-1011	Chief Executives	0.041096%	\$ 280,501
11-1021	General and Operations Managers	1.917808%	151,214
11-2011	Advertising and Promotions Managers	0.006849%	183,247
11-2021	Marketing Managers	0.102740%	190,254
11-2022	Sales Managers	0.493151%	147,583
11-2032	Public Relations Managers	0.013699%	160,760
11-3012	Administrative Services Managers	0.089041%	117,406
11-3013	Facilities Managers	0.321918%	108,849
11-3021	Computer and Information Systems Managers	0.041096%	177,434
11-3031	Financial Managers	0.328767%	168,490
11-3061	Purchasing Managers	0.020548%	130,256
11-3071	Transportation, Storage, and Distribution Managers	0.006849%	114,244
11-3111	Compensation and Benefits Managers	0.006849%	153,305
11-3121	Human Resources Managers	0.136986%	140,159
11-3131	Training and Development Managers	0.006849%	152,988
11-9021	Construction Managers	0.006849%	143,065
11-9051	Food Service Managers	0.404110%	83,363
11-9071	Gambling Managers	0.061644%	110,838
11-9072	Entertainment and Recreation Managers, Except Gambling	0.068493%	89,003
11-9081	Lodging Managers	2.424658%	89,645
11-9141	Property, Real Estate, and Community Association Managers	0.082192%	70,156
11-9151	Social and Community Service Managers	0.006849%	89,584
11-9179	Personal Service Managers, All Other	0.020548%	75,112
11-9199	Managers, All Other	0.178082%	152,458
13-1041	Compliance Officers	0.020548%	84,332
13-1071	Human Resources Specialists	0.376712%	83,455
13-1082	Project Management Specialists	0.034247%	104,117
13-1111	Management Analysts	0.027397%	94,775
13-1121	Meeting, Convention, and Event Planners	0.383562%	64,363
13-1131	Fundraisers	0.027397%	65,036
13-1141	Compensation, Benefits, and Job Analysis Specialists	0.013699%	89,890
13-1151	Training and Development Specialists	0.041096%	73,511
13-1161	Market Research Analysts and Marketing Specialists	0.246575%	84,475
13-1199	Business Operations Specialists, All Other	0.253425%	76,397
13-2011	Accountants and Auditors	0.602740%	95,030
13-2031	Budget Analysts	0.041096%	99,293
13-2041	Credit Analysts	0.006849%	99,915
13-2051	Financial and Investment Analysts	0.027397%	116,172
13-2099	Financial Specialists, All Other	0.006849%	78,468
15-1211	Computer Systems Analysts	0.047945%	113,293
15-1212	Information Security Analysts	0.006849%	142,889
15-1231	Computer Network Support Specialists	0.013699%	87,114
15-1232	Computer User Support Specialists	0.075342%	79,285
15-1242	Database Administrators	0.006849%	104,872
15-1244	Network and Computer Systems Administrators	0.047945%	105,110
15-1252	Software Developers	0.006849%	139,867
15-1254	Web Developers	0.006849%	107,042
15-1299	Computer Occupations, All Other	0.020548%	104,269
17-2051	Civil Engineers	0.013699%	112,514

Table 2.9: Occupation Mix and Averages for Hotel Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
17-2199	Engineers, All Other	0.006849%	104,550
19-5011	Occupational Health and Safety Specialists	0.006849%	92,431
25-3021	Self-Enrichment Teachers	0.061644%	58,100
25-9031	Instructional Coordinators	0.006849%	112,099
27-1023	Floral Designers	0.006849%	44,071
27-1024	Graphic Designers	0.020548%	76,855
27-1025	Interior Designers	0.006849%	89,949
27-2012	Producers and Directors	0.013699%	156,015
27-2022	Coaches and Scouts	0.054795%	60,520
27-3031	Public Relations Specialists	0.054795%	96,647
27-4011	Audio and Video Technicians	0.041096%	73,210
27-4015	Lighting Technicians	0.041096%	96,751
29-1141	Registered Nurses	0.006849%	152,027
29-2042	Emergency Medical Technicians	0.013699%	47,373
31-9011	Massage Therapists	0.335616%	52,720
33-1091	First-Line Supervisors of Security Workers	0.226027%	63,768
33-1099	First-Line Supervisors of Protective Service Workers, All Other	0.041096%	77,356
33-9031	Gambling Surveillance Officers and Gambling Investigators	0.102740%	39,195
33-9032	Security Guards	1.965753%	41,286
35-1011	Chefs and Head Cooks	0.698630%	77,586
35-1012	First-Line Supervisors of Food Preparation and Serving Workers	1.191781%	51,215
35-2011	Cooks, Fast Food	0.027397%	38,087
35-2012	Cooks, Institution and Cafeteria	0.246575%	51,487
35-2014	Cooks, Restaurant	2.986301%	44,839
35-2015	Cooks, Short Order	0.130137%	42,435
35-2019	Cooks, All Other	0.061644%	41,547
35-2021	Food Preparation Workers	0.602740%	41,233
35-3011	Bartenders	1.821918%	39,885
35-3023	Fast Food and Counter Workers	0.767123%	37,648
35-3031	Waiters and Waitresses	4.890411%	41,202
35-3041	Food Servers, Nonrestaurant	0.856164%	44,317
35-9011	Dining Room and Cafeteria Attendants and Bartender Helpers	1.993151%	37,000
35-9021	Dishwashers	0.863014%	38,662
35-9031	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	0.773973%	38,307
35-9099	Food Preparation and Serving Related Workers, All Other	0.232877%	43,564
37-1011	First-Line Supervisors of Housekeeping and Janitorial Workers	2.136986%	56,368
37-1012	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeepir	0.102740%	73,917
37-2011	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	2.363014%	44,181
37-2012	Maids and Housekeeping Cleaners	22.856164%	42,352
37-2019	Building Cleaning Workers, All Other	0.054795%	45,811
37-3011	Landscaping and Groundskeeping Workers	0.993151%	47,118
37-3019	Grounds Maintenance Workers, All Other	0.047945%	49,888
39-1013	First-Line Supervisors of Gambling Services Workers	0.513699%	64,134
39-1014	First-Line Supervisors of Entertainment and Recreation Workers, Except	0.150685%	53,243
39-1022	First-Line Supervisors of Personal Service Workers	0.136986%	53,849
39-2021	Animal Caretakers	0.034247%	39,958
39-3011	Gambling Dealers	1.904110%	38,694
39-3012	Gambling and Sports Book Writers and Runners	0.041096%	37,481
39-3019	Gambling Service Workers, All Other	0.157534%	43,355
39-3031	Ushers, Lobby Attendants, and Ticket Takers	0.089041%	36,990

Table 2.9: Occupation Mix and Averages for Hotel Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
39-3091	Amusement and Recreation Attendants	0.671233%	37,659
39-3092	Costume Attendants	0.006849%	62,399
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	0.102740%	42,822
39-3099	Entertainment Attendants and Related Workers, All Other	0.027397%	39,174
39-5012	Hairdressers, Hairstylists, and Cosmetologists	0.041096%	43,355
39-5092	Manicurists and Pedicurists	0.054795%	36,154
39-5094	Skincare Specialists	0.089041%	50,463
39-6011	Baggage Porters and Bellhops	0.753425%	37,074
39-6012	Concierges	0.404110%	43,658
39-9011	Childcare Workers	0.034247%	41,192
39-9031	Exercise Trainers and Group Fitness Instructors	0.075342%	68,252
39-9032	Recreation Workers	0.582192%	38,547
39-9041	Residential Advisors	0.068493%	61,531
39-9099	Personal Care and Service Workers, All Other	0.130137%	39,990
41-1011	First-Line Supervisors of Retail Sales Workers	0.130137%	60,565
41-1012	First-Line Supervisors of Non-Retail Sales Workers	0.095890%	91,122
41-2011	Cashiers	0.582192%	37,787
41-2012	Gambling Change Persons and Booth Cashiers	0.178082%	36,236
41-2021	Counter and Rental Clerks	0.102740%	48,173
41-2031	Retail Salespersons	0.315068%	44,263
41-3011	Advertising Sales Agents	0.006849%	76,495
41-3041	Travel Agents	0.013699%	54,359
41-3091	Sales Representatives of Services, Except Advertising, Insurance, Finan	1.205479%	85,598
41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical	0.027397%	94,153
41-9022	Real Estate Sales Agents	0.006849%	95,446
41-9041	Telemarketers	0.041096%	40,032
41-9099	Sales and Related Workers, All Other	0.047945%	71,302
43-1011	First-Line Supervisors of Office and Administrative Support Workers	2.287671%	74,744
43-2011	Switchboard Operators, Including Answering Service	0.116438%	48,962
43-2021	Telephone Operators	0.034247%	55,077
43-3011	Bill and Account Collectors	0.006849%	58,444
43-3021	Billing and Posting Clerks	0.013699%	57,825
43-3031	Bookkeeping, Accounting, and Auditing Clerks	1.308219%	58,837
43-3041	Gambling Cage Workers	0.178082%	37,796
43-3051	Payroll and Timekeeping Clerks	0.075342%	62,969
43-3061	Procurement Clerks	0.020548%	51,834
43-3099	Financial Clerks, All Other	0.013699%	55,046
43-4041	Credit Authorizers, Checkers, and Clerks	0.006849%	49,571
43-4051	Customer Service Representatives	0.342466%	47,454
43-4081	Hotel, Motel, and Resort Desk Clerks	15.123288%	40,626
43-4151	Order Clerks	0.006849%	49,375
43-4161	Human Resources Assistants, Except Payroll and Timekeeping	0.041096%	58,414
43-4171	Receptionists and Information Clerks	0.287671%	44,479
43-4181	Reservation and Transportation Ticket Agents and Travel Clerks	0.321918%	44,138
43-5021	Couriers and Messengers	0.006849%	43,353
43-5032	Dispatchers, Except Police, Fire, and Ambulance	0.054795%	51,937
43-5061	Production, Planning, and Expediting Clerks	0.034247%	61,450
43-5071	Shipping, Receiving, and Inventory Clerks	0.102740%	52,040
43-5111	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	0.006849%	46,813
43-6011	Executive Secretaries and Executive Administrative Assistants	0.095890%	84,175

Table 2.9: Occupation Mix and Averages for Hotel Prototype Continued

SOC Code	Occupation Name	Percent of Total	Average Annual Wage
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and E	0.452055%	53,249
43-9021	Data Entry Keyers	0.006849%	43,715
43-9051	Mail Clerks and Mail Machine Operators, Except Postal Service	0.013699%	42,961
43-9061	Office Clerks, General	0.657534%	50,078
43-9199	Office and Administrative Support Workers, All Other	0.020548%	58,166
45-1011	First-Line Supervisors of Farming, Fishing, and Forestry Workers	0.013699%	65,514
45-2092	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	0.006849%	41,090
45-2093	Farmworkers, Farm, Ranch, and Aquacultural Animals	0.061644%	44,179
47-1011	First-Line Supervisors of Construction Trades and Extraction Workers	0.013699%	97,987
47-2031	Carpenters	0.061644%	75,484
47-2041	Carpet Installers	0.006849%	55,141
47-2061	Construction Laborers	0.006849%	58,127
47-2073	Operating Engineers and Other Construction Equipment Operators	0.006849%	85,423
47-2111	Electricians	0.034247%	71,909
47-2141	Painters, Construction and Maintenance	0.102740%	59,005
47-2152	Plumbers, Pipefitters, and Steamfitters	0.020548%	81,022
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers	0.623288%	98,474
49-3023	Automotive Service Technicians and Mechanics	0.020548%	62,140
49-3042	Mobile Heavy Equipment Mechanics, Except Engines	0.006849%	69,052
49-3051	Motorboat Mechanics and Service Technicians	0.006849%	58,865
49-3053	Outdoor Power Equipment and Other Small Engine Mechanics	0.020548%	53,507
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	0.047945%	65,487
49-9041	Industrial Machinery Mechanics	0.041096%	72,286
49-9043	Maintenance Workers, Machinery	0.006849%	61,072
49-9071	Maintenance and Repair Workers, General	6.342466%	57,673
49-9091	Coin, Vending, and Amusement Machine Servicers and Repairers	0.116438%	54,056
49-9094	Locksmiths and Safe Repairers	0.006849%	79,229
49-9098	Helpers—Installation, Maintenance, and Repair Workers	0.020548%	43,993
49-9099	Installation, Maintenance, and Repair Workers, All Other	0.027397%	51,082
51-1011	First-Line Supervisors of Production and Operating Workers	0.041096%	82,224
51-3011	Bakers	0.089041%	42,196
51-3021	Butchers and Meat Cutters	0.006849%	44,395
51-6011	Laundry and Dry-Cleaning Workers	1.883562%	39,403
51-6021	Pressers, Textile, Garment, and Related Materials	0.006849%	37,141
51-6031	Sewing Machine Operators	0.006849%	37,673
51-6052	Tailors, Dressmakers, and Custom Sewers	0.006849%	47,844
51-6093	Upholsterers	0.006849%	44,989
51-8021	Stationary Engineers and Boiler Operators	0.089041%	78,639
51-8031	Water and Wastewater Treatment Plant and System Operators	0.006849%	78,649
51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers	0.027397%	51,689
53-3033	Light Truck Drivers	0.020548%	48,398
53-3053	Shuttle Drivers and Chauffeurs	0.335616%	41,842
53-5021	Captains, Mates, and Pilots of Water Vessels	0.006849%	113,029
53-6021	Parking Attendants	0.260274%	37,357
53-6031	Automotive and Watercraft Service Attendants	0.006849%	39,470
53-7061	Cleaners of Vehicles and Equipment	0.006849%	40,094
53-7062	Laborers and Freight, Stock, and Material Movers, Hand	0.116438%	43,809
53-7065	Stockers and Order Fillers	0.000890411	42,217

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

Worker Households by Income Category

Table 2.10 summarizes the number of new workers living in St. Helena by income category. Data from the prior four tables was examined to identify the number of workers employed within each

prototype whose household income falls within each income category. The worker households that fall into moderate or below area median income categories drive the calculation of the commercial linkage fee for each prototype.

Table 2.10: Number of Worker Households by Income Category

	3 Person Household Income Limits	Number of Employee Households			
		Commercial	Office	Industrial	Hotel
Extremely Low	36,050	-	-	-	-
Very Low Income	60,100	13.273	7.807	2.772	6.836
Low Income	96,050	3.509	8.312	3.710	1.804
Moderate Income	139,950	0.754	7.995	2.604	0.694
Above Moderate		2.945	7.381	2.122	0.327

Sources: Tables 1.1, 2.6, 2.7, 2.8 and 2.9; Willdan Financial Services.

Affordability Gap

The affordability gap analysis from **Table 1.11** in Chapter 2 is also used in the calculation of the commercial linkage fee. The units demanded for each prototype are multiplied by the financing gap per affordable unit and summarized across all income levels to determine the total financing gap per prototype.

Table 2.11: Financing Gap per Prototype

	Extremely Low Income (up to 30% AMI)	Very Low Income (31-50% AMI)	Low Income (51-80% AMI)	Moderate Income (81-120% AMI)	Total
Financing Gap per Affordable Unit	898,323	834,062	738,005	620,705	
<u>Commercial Prototype</u>					
Units Demanded	-	13.273	3.509	0.754	17.536
Total Financing Gap	\$ -	\$ 11,070,844	\$ 2,589,522	\$ 468,154	\$ 14,128,520
<u>Office Prototype</u>					
Units Demanded	-	7.807	8.312	7.995	24.114
Total Financing Gap	\$ -	\$ 6,511,699	\$ 6,134,268	\$ 4,962,295	\$ 17,608,262
<u>Industrial Prototype</u>					
Units Demanded	-	2.772	3.710	2.604	9.085
Total Financing Gap	\$ -	\$ 2,311,978	\$ 2,737,705	\$ 1,616,097	\$ 6,665,780
<u>Hotel Prototype</u>					
Units Demanded	-	6.836	1.804	0.694	9.334
Total Financing Gap	\$ -	\$ 5,701,231	\$ 1,331,724	\$ 430,855	\$ 7,463,811

Sources: Tables 1.11 and 2.10, Willdan Financial Services.

Maximum Justified Commercial Linkage Fee Schedule

The affordability gap from Table 2.11 is divided by the square footage of each prototype to determine the maximum justified commercial linkage fee per square foot for each land use category. The fee schedule is shown below in **Table 2.12**.

Table 2.12: Maximum Justified Commercial Linkage Fee Schedule

Land Use	Affordability Gap for All New Worker Households	Size of Prototype (Sq. Ft.)	Maximum Fee per Sq. Ft.	Current Fee per Sq. Ft.
Commercial	\$ 14,128,520	100,000	\$ 141.29	\$ 5.21
Office	17,608,262	100,000	176.08	4.11
Industrial	6,665,780	100,000	66.66	1.26
Hotel	7,463,811	100,000	74.64	3.80

Source: Table 2.11, Willdan Financial Services.

Table 2.13 compares the City's current and maximum justified fees to the fees from Yountville and Sonoma.

Table 2.13: Commercial Linkage Fee Comparison

Land Use	St. Helena - Maximum	St. Helena - Current	Units	Yountville	Units	Sonoma	Units
Commercial	\$ 141.29	\$ 5.21	Sq. Ft.	\$ 23.60	Sq. Ft.	\$ 4.00	Sq. Ft.
Office	176.08	4.11	Sq. Ft.	23.60	Sq. Ft.	4.00	Sq. Ft.
Industrial	66.66	1.26	Sq. Ft.	23.60	Sq. Ft.	4.00	Sq. Ft.
Hotel	74.64	3.80	Sq. Ft.	11,801.15	Room	15.00	Sq. Ft.

Appendix

Appendix Table A.1: Current Rental Listings in St. Helea

Address	City	State / Zip	Listed On:	Rent per Month	Bedrooms	Baths	Square Feet
610 Harvest Ln	St. Helena	CA 94574	Apartments.com; Zillow.com	9,000	5	4	2,626
516 Meadowood Ln	St. Helena	CA 94574	Apartments.com; Zillow.com	8,500	4	3.5	3,173
(undisclosed Address)	St. Helena	CA 94574	Apartments.com	8,000	3	3	2,200
915 Valley View Ct	St. Helena	CA 94574	Apartments.com	7,100	3	3.5	2,700
1451 Spring St	St. Helena	CA 94574	Apartments.com; Zillow.com	7,000	3	1.5	1,230
1340 Pine St	St. Helena	CA 94574	Apartments.com; Zillow.com	6,000	3	2	1,426
1220 Peppertree Cir	St. Helena	CA 94574	Apartments.com	5,875	3	2	1,450
1384 Magnolia Ave	St. Helena	CA 94574	Apartments.com	5,750	3	2	2,063
338 Glass Mountain Rd	St. Helena	CA 94574	Apartments.com	5,600	3	2	2,114
1745 Oak Ave	St. Helena	CA 94574	Apartments.com	5,500	3	1	1,834
1091 Mariposa Ln	St. Helena	CA 94574	Apartments.com	5,000	3	2	1,316
1325 Pine St	St. Helena	CA 94574	Apartments.com	4,495	3	1	1,300
1350 St James Ct	St. Helena	CA 94574	Apartments.com; Zillow.com	3,500	3	2	1,281
3251 St Helena Hwy	St. Helena	CA 94574	Apartments.com; Zillow.com	5,975	2	1.5	1,636
1413 Tainter St	St. Helena	CA 94574	Apartments.com	4,750	2	1	1,223
1220 Madrona Ave	St. Helena	CA 94574	Apartments.com; Zillow.com	4,600	2	1	1,392
789 Stralla Ct	St. Helena	CA 94574	Apartments.com; Zillow.com	3,200	2	1.5	1,156
1141-1161 Oak Avenue	St. Helena	CA 94574	Apartments.com	3,100	2	1.5	n/a
620 McCorkle Avenue	St. Helena	CA 94574	Apartments.com	2,900	2	2	n/a
83C W Zinfandel Ln	St. Helena	CA 94574	Apartments.com	2,500	2	1	1,000
1103 Pope St #C	St. Helena	CA 94574	Apartments.com	2,350	2	1	1,250
1971 Vallejo St	St. Helena	CA 94574	Apartments.com	4,800	1	1	600
842 Hunt Ave #842	St. Helena	CA 94574	Apartments.com	3,500	1	1	627
3600 Spring Mountain Rd Unit 2	St. Helena	CA 94574	Apartments.com; Zillow.com	1,750	1	1	700

Note: Excludes properties with monthly rents above \$10,000.

Sources: Apartments.com; Zillow.com; October, 2023.

Appendix Table A.2: Recently Sold Homes in St. Helena

Property Link	Sales Price	Type	Sale Date	Bedrooms	Bathrooms	Year Built	Square Feet
https://www.mlslistings.com/property/ba323019719/1545-madrone-ave-saint-helena-ca-94574/15926110	1,950,000	Single Family Residence	Sep 14, 2023	3	2	1932	1,598
https://www.mlslistings.com/property/ba323010164/3851-spring-mountain-rd-saint-helena-ca-94574/15878397	2,895,000	Single Family Residence	Sep 7, 2023	3	2	1995	2,126
https://www.mlslistings.com/property/ba323044227/5486-chiles-pope-valley-rd-saint-helena-ca-94574/16051619	859,000	Single Family Residence	Sep 1, 2023	3	2	1967	1,481
https://www.mlslistings.com/property/ba323028887/1103-brittany-ln-saint-helena-ca-94574/15974961	3,200,000	Single Family Residence	Sep 1, 2023	4	4	1990	4,367
https://www.mlslistings.com/property/ba323027612/1626-tanier-st-saint-helena-ca-94574/15965732	1,625,000	Single Family Residence	Aug 30, 2023	2	2	1948	1,758
https://www.mlslistings.com/property/ba322046304/1832-park-st-saint-helena-ca-94574/15564611	840,000	Single Family Residence	Aug 28, 2023	3	1/1	1910	1,800
https://www.mlslistings.com/property/ba323021550/26-san-juan-ct-saint-helena-ca-94574/15935375	418,000	Manufactured In Park	Aug 25, 2023	2	2	1987	1,856
https://www.mlslistings.com/property/ba323039293/46-laguna-seca-ct-saint-helena-ca-94574/16028337	339,500	Manufactured In Park	Aug 23, 2023	2	2	1986	1,440
https://www.mlslistings.com/property/ba323005608/25-redondo-ct-saint-helena-ca-94574/15854983	245,000	Manufactured In Park	Aug 21, 2023	2	2	1986	1,344
https://www.mlslistings.com/property/ba323044948/1370-hasty-ct-saint-helena-ca-94574/16049263	1,150,000	Condominium	Aug 16, 2023	3	2	1983	1,606
https://www.mlslistings.com/property/ba323039062/1171-garden-ave-saint-helena-ca-94574/16019211	959,000	Single Family Residence	Aug 16, 2023	3	2	1961	1,346
https://www.mlslistings.com/property/ba323047978/1330-madrone-ave-saint-helena-ca-94574/16070116	2,500,000	Single Family Residence	Aug 8, 2023	3	2	1955	1,672
https://www.mlslistings.com/property/ba323041595/1550-sulphur-springs-ave-saint-helena-ca-94574/16032624	3,550,000	Single Family Residence	Aug 4, 2023	2	2/1	1950	2,438
https://www.mlslistings.com/property/ba323026300/1005-valley-view-st-2-saint-helena-ca-94574/15957450	300,000	Residential	Aug 1, 2023	2	2/1	1963	1,100
https://www.mlslistings.com/property/ba323028100/339-crystal-springs-rd-saint-helena-ca-94574/15995917	4,800,000	Single Family Residence	Jul 31, 2023	2	2/1	1993	3,791
https://www.mlslistings.com/property/ba323004554/1855-spring-mountain-rd-saint-helena-ca-94574/15954861	2,550,000	Single Family Residence	Jul 28, 2023	4	3/1	1952	2,765
https://www.mlslistings.com/property/ba323004187/650-sunnyside-rd-saint-helena-ca-94574/15851186	1,100,000	Single Family Residence	Jul 26, 2023	2	2	2023	1,350
https://www.mlslistings.com/property/ba323010066/1005-valley-view-st-saint-helena-ca-94574/15877124	310,000	Residential	Jul 18, 2023	2	2/1	1963	1,100
https://www.mlslistings.com/property/ba323030303/250-fawn-park-rd-saint-helena-ca-94574/15981492	1,075,000	Single Family Residence	Jul 17, 2023	3	2	1966	1,705
https://www.mlslistings.com/property/ba323039390/1629-hillview-pl-saint-helena-ca-94574/16020901	480,000	Residential	Jul 17, 2023	3	2	1966	1,818
https://www.mlslistings.com/property/ba323030848/922-mariposa-ln-saint-helena-ca-94574/15980589	800,000	Condominium	Jul 14, 2023	2	2	1975	1,160
https://www.mlslistings.com/property/ba323038082/943-mariposa-ln-saint-helena-ca-94574/16015941	527,000	Condominium	Jun 29, 2023	2	1/1	1975	1,156
https://www.mlslistings.com/property/ba323017916/1015-pratt-ave-saint-helena-ca-94574/15926796	2,475,000	Single Family Residence	Jun 29, 2023	4	3/1	2001	2,876
https://www.mlslistings.com/property/ba323010978/18-laguna-seca-ct-saint-helena-ca-94574/15881860	225,000	Manufactured In Park	Jun 23, 2023	2	2	1986	1,344

Source: mlslistings.com, September 2023.

APPENDIX

CITY OF ST HELENA

AFFORDABLE HOUSING DEVELOPMENT IMPACT FEE FINANCIAL FEASIBILITY ANALYSIS

OCTOBER 1, 2024



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Executive Summary

The primary purpose of this report is to estimate the impact on development financial feasibility of the imposition of an affordable housing fee by the City of St. Helena. The analysis examines the economics of six prototypes:

Table 1
Development Prototypes
St. Helena Feasibility Analysis

	SF Residential	MF Residential	Office	Retail	Industrial/ Warehouse	Hotel
Density (FAR)	0.29	0.76	0.28	0.33	0.17	0.13
Density (Units/Acre)		33				
Form Factor	single	3-5 stories	1 story	1 story	1 story	Multi
Residential Units/Rooms	1	33				65
Unit/Room Size	3,780	1,000				500
Residential SF	3,780	33,000				32,500
Commercial SF			3,597	2,847	1,500	21,097
parcel size (acres)	0.3	1	0.30	0.2	0.2	9.72

Willdan Financial Services, 2024

In a nexus study, dated May 22, 2024, Willdan has calculated the maximum justified for each development type and included them in the pro forma analysis contained in this report. These fees are detailed in the tables below. The table includes both the maximum justified fees as well as two alternatives of reduced fees presented earlier to accommodate project feasibility.

Table 2
Proposed Fees (per square foot, except where noted)
St. Helena Feasibility Analysis

	Maximum Justified	Max Estimated Feasibility (1)	15% of Max	10% of Max
<i>Residential</i>				
Rental Unit	\$135	NA	\$20	\$14
For Sale Unit	\$196	\$168	\$29	\$20
<i>Non-Residential</i>				
Hotel (per room)	\$41,797	\$41,797	\$6,270	\$4,180
Commercial	\$141	\$20	\$21	\$14
Office	\$176	NA	\$26	\$18
Industrial	\$67	NA	\$10	\$7

(1) Max Estimated Fee at \$1.1 million per acre residual value.

Willdan, 2024

Methodology Overview

The financial feasibility analysis uses a pro forma approach to calculate the projected return that the six development prototypes are likely to generate. Each prototype's pro forma estimates the residual land value, a method of estimating the value of land for a project that calculates the total revenue generated by a project (either in the form of sales price or the present value of projected lease income) and subtracts the costs of developer and operations (as applicable) to arrive at a net amount that is attributable to the land under the project. The analysis assumes that all development prototypes are rental or lease property, except for the single-family prototype.

The analysis assumes that if a residual land value is negative, the project is not feasible. A low land value means a project is challenging to develop and may not be feasible. Willdan and staff have reviewed transactions in St. Helena in the past ten years and estimate that a value below \$25 per square foot (psf), or \$1.1 million per acre, indicates a low feasibility and low probability of completion for the prototype development in question. This number can vary by land entitlement, with generally higher valuations for single family land and downtown parcels, and lower values for industrial and other less intensive uses.

As shown in Table 3 below, considering the \$1.1 million benchmark described above, the analysis finds that single family residential, hotel and retail development appear feasible in current market conditions, and multifamily and office development are near the threshold of feasibility. Industrial uses appear infeasible, although industrial may in fact be feasible given that it typically has lower land valuations to meet. It is important to note that this feasibility analysis reflects current market conditions, and especially the historic increases in construction costs during and after the COVID epidemic. Willdan expects that market factors will return to a more historic balance in the future and that other development types will become feasible. It is also important to note that this analysis reflects a very generalized example, and that individual projects have their own economics and may in fact be feasible even in current market conditions.

Table 3 also shows the per acre cost of the 10%, 15% and 100% affordable housing fee alternatives to evaluate their effect on feasibility. It appears that the affordable housing fee would make little difference to feasibility for single family development but could pose a significant burden to the feasibility of retail. Office, MF residential and Industrial would be rendered even more infeasible, although the relative burden on industrial is small enough that it might make little material difference. For each development category the analysis has also calculated the maximum fee per acre, given the threshold value of \$1.1 million.

Table 3
Residual Value Summary
St. Helena Feasibility Analysis

Item	SF Residential	MF Residential	Office	Retail	Industrial/ Warehouse	Hotel
Residual Land Value Per Acre	3,213,756	928,200	893,627	1,386,326	568,714	1,713,457
Residual Land Value Per land SF	\$74	\$21	\$21	\$32	\$13	\$39
<i>Potential Fees</i>						
10% Fee Per Acre	\$246,960	\$646,800	\$211,024	\$200,714	\$50,250	\$27,951
15% Fee Per Acre	\$370,440	\$970,200	\$316,536	\$301,070	\$75,375	\$41,926
100% Fee Per Acre	\$2,469,600	\$6,468,000	\$2,110,240	\$2,007,135	\$502,500	\$279,507
Max Fee at Threshold	\$2,113,756	NA	NA	\$286,326	NA	\$613,457

Willdan, 2024

The residual land values are affected by each of the inputs and assumptions contained in the pro formas and are particularly sensitive to capitalization rates, parking requirements, construction costs, and lease rates. The analysis identified reasonable ranges for these factors, given current market conditions, and tested the sensitivity to the factors to financial feasibility for each of the prototypes.

Willdan believes it is important to consider that the impact fees are a cost recovery mechanism, not an assessment or tax. The impact fees are a calculation of the costs incurred by the City to provide affordable housing in connection with development. At the full calculated fee, the City “breaks even” on the revenue received and the costs of new facilities needed to serve development. Any reduction of the fees results in the need to outside revenues to make up the difference or a reduction in the provision of affordable housing. This analysis examines the proposed fees in comparison to estimated project feasibility, but that does not mean that the fees are responsible for the feasibility of projects, or that they should be set at a level that assists project feasibility. This is a policy judgement to be made by elected officials, with the input of members of the community and other stakeholders.

1. Introduction

Purpose

The primary purpose of this report is to analyze the effect on financial feasibility of the proposed updated impact fees on six residential and commercial prototypes. These prototypes are summarized in Table 1, below:

- Residential: For-Sale Townhomes/Single-Family Detached
- Multifamily: Multifamily Residential/3-5 Story Building
- Office/single story building
- Retail / single story building
- Industrial (warehouse)/Single Story Building
- Hotel (65-room resort hotel)

The Nexus Study calculates the maximum justified fee that will be considered by the City Council. The nexus study documents the necessary data and calculations to establish nexus and proportionality.

Assumptions

The financial feasibility analysis assumes all development prototypes are rentals or leases, except for single-family residential. The analysis includes other assumptions about the development prototypes which are documented in Table 4 and individual pro formas in the Appendices.

2. Feasibility Analysis

The feasibility analysis of St. Helena's proposed development impact fees uses a pro forma approach to calculate the projected financial return that six development prototypes are likely to generate for developers. The analysis assumes a standard set of assumptions and then estimate potential revenues, costs and a net financial return for the real estate developer.

Feasibility Analysis Methods

In classical real estate economics, development value is created when existing land or buildings can be improved by the investment of financial capital. Two main types of financial calculations are used by developers and policy makers to understand the financial feasibility of a particular development concept or project. The first and simplest type of financial feasibility analysis can be expressed by this basic equation:

$$\text{Development Value} - (\text{Development Costs} + \text{Land}) = \text{Profit}$$

In this case profit can be expressed as total dollars or more typically as a percent return on money invested or costs. Assuming a positive return, this percent return is then compared to typical returns in the marketplace to assess the viability of a particular development versus other potential investment and development opportunities.

The second type of financial feasibility analysis is called a "land residual method" and can be expressed by the following simple equation:

$$\text{Development Value} - (\text{Development Costs} + \text{Profit}) = \text{Land Residual}$$

This type of analysis is often preferred by urban economists as a means of clarifying the value generate by a proposed project under different planning and development scenarios and with validated cost and revenue assumptions. Assuming that the land residual is positive, the land value created by a development is compared to recent land sales for comparable parcels of land to further evaluate the relative feasibility of the development concept compared to other opportunities in the marketplace. Effectively, the land residual is the amount the developer can afford to pay for the land. If this amount is above prevailing land costs, the project is generally feasible.

This analysis uses the land residual method for determining financial feasibility.

Land Residual Analysis

As a policy tool for helping to understand the potential for value capture related to new zoning and/or planning permissions in each area, a land residual methodology is often a

preferable approach for illustration the potential increase in underlying land values associated with different policy interventions. This report uses a land residual analysis to estimate the value of land for each of the six development prototypes that relies on the net operating income and value of improvements.

Structure and Inputs

Table 4 details the key assumptions used as inputs into the pro forma model, as well as a summary of calculated residual land values.

Table 4
Feasibility Model Assumptions
St. Helena Feasibility Analysis

	SF Residential	MF Residential	Office	Retail	Industrial	Hotel
<u>Development/Construction Costs (\$/sf)</u>						
Residential Construction Costs	240	310				
Commercial Construction Costs			250	250	125	650
Commercial Tenant Improvements (PSF) Landlord Allowance			50	75	0	0
<u>Soft Costs</u>						
Soft Costs (% of hard costs)	25.00%	25.00%	25.00%	25.00%	25.00%	25.00%
Developer Profit	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%
<u>Vacancy Rate</u>						
Residential Vacancy	NA	5.00%				
Commercial Vacancy			5.00%	2.50%	5.00%	20.00%
<u>Operating Expenses (% of revenue)</u>						
Residential Operating Expenses	NA	25.00%				
Commercial Operating Expenses			20.00%	20.00%	15.00%	25.00%
<u>Financing</u>						
% of Construction Cost	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
<u>Revenue</u>						
Residential Lease Rate (psf)		\$2.60				
Commercial Lease Rate (psf)			\$3.30	\$3.40	\$2.00	
For Sale Market Rate Residential Price Per Unit	\$2,457,000					
Commercial Cap Rate			7.00%	7.00%	7.00%	8.00%
Residential Cap Rate		5.50%				
Hotel ADR						\$1,000
hotel occupancy						80%
hotel revpar						\$800
<u>Results: Residual Land Values (per acre)</u>						
Residual Land Values	\$3,213,756	\$928,200	\$893,627	\$1,386,326	\$568,714	\$1,713,457

Willdan, 2024

3. Impact on Land Value

The residual land values are affected by each of the inputs and assumptions contained in the pro formas, and are particularly sensitive to capitalization rates, parking requirements, construction costs, and lease rates. However, in all cases the impact fees charged by the City do not have a major effect on feasibility, and in no case do they transform a prototype project from feasible to infeasible.

Factors Affecting Feasibility

If a residual land value is negative, the project is not feasible. Alternatively, low land values indicate a low feasibility for a project. Willdan estimates that generally land values below \$25 per square foot indicate a low feasibility and low probability of completion for the prototype developments.

A developer's selection of real estate product type and location depends on various factors. The past, current, and projected future demand for a certain prototype in the area are weighed against the existing and projected future supply of these development types in the local and surrounding areas.

Potential factors affecting financial feasibility include the following:

- Capitalization rate – lower capitalization rates increase financial feasibility. Based on current and anticipated market conditions and assessment of relative market risk associated with St. Helena, this analysis assumes capitalization rates of 7.0 percent for non-residential development and 5.5 percent for multifamily residential development.
- Construction costs – lower construction costs increase financial feasibility. Based on current market conditions, this analysis assumes base construction costs of \$250 per square foot for retail and office development, \$240 per square foot for residential development, \$310 per square foot for multifamily development, and \$125 per square foot for industrial developments.
- Operating expenses – operating costs include utilities, common area maintenance, security, and property taxes. The financial feasibility analysis uses 25% of revenue for multifamily residential and 15 to 20% for commercial prototypes.
- Lease rates – higher lease rates and dependent on building features and market conditions but increase financial feasibility. Based on current and expected market conditions, this analysis assumes a lease rate of between \$2.60 per square foot for residential development, \$3.30 per square foot for office development, \$3.40 per square foot for retail development, and \$2.00 per square foot for industrial development.
- Tenant improvement costs – passing improvement costs to tenants or amortizing costs increase financial feasibility. This analysis assumes a commercial tenant improvement landlord allowance of \$50 psf for office and \$75 psf for retail developments.
- Profit margin – lower profit margins return less to developers but increase apparent financial feasibility of a project. This analysis assumes a developer profit of 12 percent (of costs) on each development project.
- Density – the floor area ratio (FAR) of a development project affords financial feasibility because it allows for a higher number of square feet of development on a given parcel. There is a tradeoff, however, in that a higher FAR can result in a change in construction type which can lead to higher costs per square foot. The analysis assumes varying FARs to explore this dynamic.

Refer to Table 4 for a master list of pro forma inputs and assumptions.

Feasibility Results

The residual land values are affected by each of the inputs and assumptions contained in the pro forma and are particularly sensitive to capitalization rates, parking requirements, construction costs, and lease rates. The analysis identified reasonable ranges for these factors, given current and likely market conditions, and tested the sensitivity of the factors of financial feasibility for each of the six development prototypes.

As shown in Table 3, above, initial results indicate that some of the development types are feasible under current market conditions, and that single family development, retail development and hotel development appear able to bear the burden of an affordable housing impact fee to varying degrees.

4. Appendix

The appendix provides detailed and supporting tables for the summary analysis described above.

Appendix A: Proposed Affordable Housing Impact Fees

The following tables detail the maximum justified fees for the City calculated in the recent Nexus Study, dated May 22, 2024.

Table A.1
Proposed Fees (per square foot, except where noted)
St. Helena Feasibility Analysis

	Maximum Justified	Max Estimated Feasibility (1)	15% of Max	10% of Max
<i>Residential</i>				
Rental Unit	\$135	NA	\$20	\$14
For Sale Unit	\$196	\$168	\$29	\$20
<i>Non-Residential</i>				
Hotel (per room)	\$41,797	\$41,797	\$6,270	\$4,180
Commercial	\$141	\$20	\$21	\$14
Office	\$176	NA	\$26	\$18
Industrial	\$67	NA	\$10	\$7

(1) Max Estimated Fee at \$1.1 million per acre residual value.

Willdan, 2024

Appendix B: Development Prototype Pro Formas

Single Family

DEVELOPMENT PROGRAM ASSUMPTIONS	ASSUMPTION/FACTOR		TOTAL
Development Site (Square Feet)	0.3 Acres		13,068
Dwelling Units	3.3 DU/Acre		1
Gross Building Area (Square Feet)	3,780 GBA/DU		3,780
Net Habitable Square Feet	100%		3,780
BUILDING INCOME AND VALUE	ASSUMPTION/FACTOR	PER GBA	TOTAL
Net Operating Income (NOI)		\$0	\$0
Project Market Value	\$2,457,000 per DU	\$650	\$2,457,000
Project Sale Cost	7.0% Value	46	171,990
Net Project Value		\$605	\$2,285,010
PROJECT DEVELOPMENT COSTS	ASSUMPTION/FACTOR	PER GBA	TOTAL
Construction Cost			
Building Direct Cost (includes site development)	\$240 Cost/SF (GBA)	\$240	\$907,200
<i>Total Construction Cost</i>		\$240	\$907,200
Soft Costs			
Financing	5% of Construction Costs	\$12	\$45,360
Other Soft Costs	25% of Construction Costs	60	226,800
<i>Total Soft Costs</i>		\$72	\$272,160
Other Project Costs			
Developer Return on Investment	12% of Construction & Soft Costs		\$141,523
Residual Land Value	Model Output/Supportable Land Cost		964,127
<i>Total Other Costs</i>			\$1,105,650
Total Project Cost (including land)			\$2,285,010
Residual Land Value			\$964,127
Per Acre			\$3,213,756
10% Affordable Housing Fee	\$20 psf		\$74,088
per acre			\$246,960

Willdan, 2024

City of St. Helena

Development Impact Fee Feasibility Study

Multifamily

DEVELOPMENT PROGRAM ASSUMPTIONS	ASSUMPTION/FACTOR	TOTAL
Development Site (Square Feet)	1 Acres	43,560
Dwelling Units	33 DU/Acre	33
Gross Building Area (Square Feet)	1,000 GBA/DU	33,000
Net Rentable Square Feet	85%	28,050

BUILDING INCOME AND VALUE	ASSUMPTION/FACTOR	PER GBA	TOTAL
Gross Potential Rent	\$2.60 per SF/Month	\$27	875,160
Gross Potential Parking Income	0 per Space/Month		
Losses to Vacancy	5% of Gross Income	(\$1)	<u>(43,758)</u>
Gross Residential Revenue			831,402
Basic Operating Expenses	25% of Gross Potential Rent	(\$7)	(218,790)
Total Operating Expenses			(218,790)
Net Operating Income (NOI)		\$19	\$612,612
Project Market Value	5.50% Cap Rate	\$0	\$11,138,400
Project Leasing Cost (included in operating costs)	0.0% Value	\$0	<u>\$0.0</u>
Net Project Value		\$0	\$11,138,400

PROJECT DEVELOPMENT COSTS	ASSUMPTION/FACTOR	PER GBA	TOTAL
Construction Cost			
Building Direct Cost (includes site development)	\$250 Cost/SF (leaseable area)	\$213	\$7,012,500
Total Construction Cost		\$213	\$7,012,500
Soft Costs			
Financing	5% of Construction Costs	\$11	\$350,625
Other Soft Costs	25% of Construction Costs	<u>\$53</u>	<u>\$1,753,125</u>
Total Soft Costs		\$64	\$2,103,750
Other Project Costs			
Developer Return on Investment	12% of Construction & Soft Costs		\$1,093,950
Residual Land Value	Model Output/Supportable Land Cost		<u>\$928,200</u>
Total Other Costs			\$2,022,150
Total Project Cost (including land)			\$11,138,400

Residual Land Value		\$928,200
per acre		\$928,200
10% affordable housing fee	\$20	\$646,800
per acre		\$646,800

Willdan, 2024

City of St. Helena

Development Impact Fee Feasibility Study

Retail

DEVELOPMENT PROGRAM ASSUMPTIONS	ASSUMPTION/FACTOR	TOTAL
Development Site (Square Feet)	0.20 Acres	8,712
FAR	0.33	
Gross Building Area (Square Feet)	14,235 GBA/Acre	2,847
Net Leaseable Square Feet	100%	2,847

BUILDING INCOME AND VALUE	ASSUMPTION/FACTOR	PER GBA	TOTAL
NNN Potential Rent	\$3.40 per SF/Month	\$41	\$116,158
Losses to Vacancy	3% of Gross Income	(\$1)	<u>(\$2,904)</u>
NNN Commercial Revenue			\$113,254
Basic Operating Expenses	0% of Gross Potential Rent	\$0	\$0
Additional Operating Expenses (TDM)	0 Per Year	0	0
Total Operating Expenses			\$0
Net Operating Income (NOI)		\$40	\$113,254
Project Market Value	7.00% Cap Rate	\$0	\$1,617,909
Project Leasing Cost	6.0% Value	<u>\$0.0</u>	<u>\$97,075</u>
Net Project Value		\$0	\$1,520,835

PROJECT DEVELOPMENT COSTS	ASSUMPTION/FACTOR	PER GBA	TOTAL
Construction Cost			
Building Direct Cost (includes site development)	\$250 Cost/SF (leaseable)	\$250	\$711,750
Tenant Improvements	\$50 cost/sf (leaseable sf)	\$50	\$142,350
Total Construction Cost		\$300	\$854,100
Soft Costs			
Financing	5% of Construction Costs	\$15	\$42,705
Other Soft Costs	25% of Construction Costs	<u>\$75</u>	<u>\$213,525</u>
Total Soft Costs		\$90	\$256,230
Other Project Costs			
Developer Return on Investment	12% of Construction & Soft Costs		\$133,240
Residual Land Value	Model Output/Supportable Land Cost		<u>\$277,265</u>
Total Other Costs			410,505
Total Project Cost (including land)			1,520,835

Residual Land Value		277,265
per acre		\$1,386,326
10% affordable housing fee	\$14	\$40,143
per acre		\$200,714

Willdan, 2024

City of St. Helena

Development Impact Fee Feasibility Study

Industrial

DEVELOPMENT PROGRAM ASSUMPTIONS	ASSUMPTION/FACTOR	TOTAL
Development Site (Square Feet)	0.2 Acres	8,712
FAR	0.17	
Gross Building Area (Square Feet)	7,500 GBA/Acre	1,500
Net Leaseable Square Feet	100%	1,500

BUILDING INCOME AND VALUE	ASSUMPTION/FACTOR	PER GBA	TOTAL
Gross Potential Rent	\$2.00 per SF/Month	\$24	\$36,000
Losses to Vacancy	5% of Gross Income	(\$1)	(\$1,800)
Gross Residential Revenue			\$34,200
Basic Operating Expenses	15% of Gross Potential Rent	-\$4	-\$5,400
Total Operating Expenses			-\$5,400
Net Operating Income (NOI)		\$19	\$28,800
Project Market Value	7.00% Cap Rate	\$0	\$411,429
Project Sale Cost	6.0% Value	<u>\$0.0</u>	<u>\$24,685.7</u>
Net Project Value		\$0	\$386,743

PROJECT DEVELOPMENT COSTS	ASSUMPTION/FACTOR	PER GBA	TOTAL
Construction Cost			
Building Direct Cost (includes site development)	\$125 Cost/SF (leaseable area)	\$125	\$187,500
Tenant Improvements	\$0 cost/sf (leaseable sf)	\$0	\$0
Total Construction Cost		\$125	\$187,500
Soft Costs			
Financing	5% of Construction Costs (incl.	\$6	\$9,375
Other Soft Costs	25% of Construction Costs (excl.	<u>\$31</u>	<u>\$46,875</u>
Total Soft Costs		\$38	\$56,250
Other Project Costs			
Developer Return on Investment	12% of Construction & Soft Costs		\$29,250
Residual Land Value	Model Output/Supportable Land Cost		<u>\$113,743</u>
Total Other Costs			\$142,993
Total Project Cost (including land)			\$386,743

Residual Land Value		\$113,743
per acre		\$568,714
10% Affordable Housing Fee	\$7	\$10,050
per acre		\$50,250

Willdan, 2024

City of St. Helena

Development Impact Fee Feasibility Study

Hotel

DEVELOPMENT PROGRAM ASSUMPTIONS	ASSUMPTION/FACTOR			TOTAL
Development Site (Square Feet)	9.72 Acres			423,403
FAR	0.13			
Rooms	65.00			
Gross Building Area (Square Feet)	5,514 GBA/Acre			53,597
Net Leaseable Square Feet	100%			53,597
BUILDING INCOME AND VALUE	ASSUMPTION/FACTOR	REFERENCE		TOTAL
ADR	\$1,000 /night			
Occupancy	80%			
Gross Potential Room Revenue	\$18,980,000 annually		\$18,980,000	\$18,980,000
Ancillary Income	80.00% % of Room Revenue			15,184,000
Gross Revenue				\$34,164,000
Overall Exp.	62.0% of Gross Revenue			\$21,181,680
Room Operations	18.0% of Room Revenue			\$3,416,400
Other Op Exp	27.5% of Ancillary Revenue			\$4,175,600
Total Operating Expenses				\$28,773,680
Net Operating Income (NOI)				\$5,390,320
Project Market Value	8.00% Cap Rate		\$0	\$67,379,000
Net Project Value			\$0	\$67,379,000
PROJECT DEVELOPMENT COSTS	ASSUMPTION/FACTOR	REFERENCE	PER GBA	TOTAL
Construction Cost				
Building Direct Cost (includes site development and improvments)	\$650 Cost/SF		\$650	\$34,838,050
Total Construction Cost			\$650	\$34,838,050
Soft Costs				
Financing	5% of Construction Costs (incl. site)		\$33	\$1,741,903
Other Soft Costs	25% of Construction Costs (excl. site)		\$163	\$8,709,513
Total Soft Costs			\$195	\$10,451,415
Other Project Costs				
Developer Return on Investment	12% of Construction & Soft Costs			\$5,434,736
Residual Land Value	Model Output/Supportable Land Cost			\$16,654,799
Total Other Costs				\$22,089,535
Total Project Cost (including land)				\$67,379,000
Residual Land Value				\$16,654,799
per acre				\$1,713,457
100% Affordable Housing Fee	\$41,797			\$2,716,805
per acre				\$279,507

Willdan, 2024



Willdan Financial Services Responses to Comments on the Affordable Housing and Commercial Linkage Fee Nexus Study

Comments From Jennifer La Liberte

1. *When is this item scheduled to go to City Council, and when will the staff report be published?*

This item is scheduled for the City Council meeting on May 14, 2024.

2. *Can the City provide a prototype comparison of the proposed Affordable Housing Impact Fee, which is in dollars per square foot, with the current fee, which is a percentage of construction costs? It seems that would be helpful for the decision makers as well as the public.*

Willdan has prepared a fee comparison comparing the City's current fees to the maximum justified fee schedule and other Napa County cities. **Table 1** below shows the residential housing fee comparison, and **Table 2** displays the commercial linkage fee comparison.

Table 1: Residential Affordable Housing Fee Comparison

	American Canyon	Napa	Cloverdale	Cotati	Healdsburg	Rohnert Park	Santa Rosa (Inside Downtown)	Santa Rosa (Outside Downtown)	Sebastopol ¹	St. Helena Current	St. Helena - Maximum Justified
Fee Schedules											
<u>Per Square Foot</u>											
Single Family, Townhouse	3.43	4.75	-	Based on sales price of unit, calculated as follows: \$2,400 first \$125,000 of sales price +\$200 for each \$5,000 increment thereafter	-	-	-	-	22.24	The housing in-lieu fee shall be charged on a percentage basis of the projected construction costs of market rate dwelling units.	-
Stacked Flats, Apartment	3.98	4.05	-		-	-	-	-	22.24		-
0 to 909 square feet	-	-	-		-	-	4.00	2.00	22.24		-
910 square feet or above	-	-	-		-	-	8.00	3.00	22.24		-
Rental Unit	-	-	-		2.15	4.02	-	-	22.24		135
For Sale Unit	-	-	-	16.70	-	-	-	22.24	196		
<u>Per Unit</u>											
Studio			\$ 24,000								
1 Bed			\$ 27,400								
2 Bed			\$ 30,900								
3 Bed			\$ 34,300								
4 Bed			\$ 37,000								
5 Bed			\$ 39,800								
For Sale Unit						\$ 15,520					
Fees for Prototype Units											
Single Family, 2,761 square feet, 3 bedrooms	\$ 9,470	\$13,115	\$ 34,300	\$ 33,400	\$ 46,109	\$ 15,520	\$ 22,088	\$ 8,283	\$ 61,405	\$ 22,500	\$ 541,156
Single Family, 3,780 square feet, 5 bedrooms	12,965	17,955	39,800	41,400	63,126	15,520	30,240	11,340	84,067	27,500	740,880

¹ No in-lieu fee is required for less than 4 dwelling units. For 5 or more dwelling units, on-site inclusionary housing is required: <https://sebastopol.municipal.codes/SMC/17.250> If there is a decimal fraction unit requirement, an in-lieu fee shall be provided equal to the applicable decimal fraction times the established in-lieu fee for one inclusionary unit (based on the average size of the units being built), or, at the developer's discretion, an inclusionary unit may be provided.

Table 2: Commercial Linkage Fee Comparison

Land Use Category	American Canyon	Calistoga ¹	Napa	Yountville	Cotati ²	Petaluma ³	Rohnert Park ³	Santa Rosa	Sebastopol ³	Sonoma	St. Helena - Current	St. Helena - Maximum Justified
Office	\$ 0.87	\$ 2.63	\$3.55	\$ 11.60	\$ 2.39	\$ 3.36	\$ 0.69	\$ 3.00	\$ 2.08	\$ 4.00	\$ 4.11	\$ 176.08
Hotel	0.87	1,756.35	6.00	11.60	2.39	3.36	0.69	3.00	2.08	15.00	3.80	74.64
Retail	0.87	3.81	3.55	11.60	4.12	5.81	1.19	3.00	3.59	4.00	5.21	141.29
Industrial	0.57	1.93	3.50	11.60	2.47	3.46	0.71	3.00	2.15	n/a	1.26	66.66

All fees charged per square foot, except for Calistoga hotel fee, which is charged per room.

¹ Calistoga hotel fee charged per room.

² Hotel and office assumed charged at "commercial" rate. New construction less than 2,000 sf, and the first 2,000 sf of any commercial project is exempt.

³ Hotel and office assumed charged at "commercial" rate.



3. *Can the City provide an example of how much one or more of the current proposed hotel developments would generate in housing impact fees with the current fee and the proposed fee at the 10% and 15% levels, and compare that to what it would cost the developer to construct the number of affordable housing units that particular development will necessitate?*

Table 3 displays the potential commercial linkage fee revenue for a proposed hotel project, under the maximum justified fee schedule, the 15% and 10% scenarios. The current proposed hotel project is expected to be 75 rooms and 52,313 square feet.

For reference, the last hotel entitled included 62 rooms, and the City negotiated \$3.4 M in payment towards affordable housing back in 2020 when housing costs were lower. It is the City's policy to require a Development Agreement for all hotels to produce more housing production or larger funding than impact fees provide.

Table 3: Potential Hotel Fee Revenue

Square Feet	52,313
Maximum Justified Fee per Square Foot	\$ 75
Maximum Justified Fee	\$ 3,923,475
15% of Maximum Justified Fee	588,521
10% of Maximum Justified Fee	392,348

4. *For the fee calculation on Table 1.11, how is the "Units Demanded" factor calculated? Or what is it based on?*

Units demanded are identified in Tables 1.8 and 1.9. They are the number of units needed to house the employment generation needed to meet induced demand from the household spending of market rate households.

5. *Has the City or consultant determined a maximum threshold a private development project can tolerate for the housing impact or in-lieu fee? If not, how did the consultant arrive at the 10% to 15% maximum for the proposed fee.*

City staff recommended the 10% and 15% scenarios. A maximum threshold a private project can tolerate has not been determined, as it is subject to a wide variety of factors that vary from project to project and change according to market conditions. The 10% and 15% scenarios would make the fees more in line with the other Sonoma County cities in the fee comparison compared to the maximum justified fees.

Comments:

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1. *It is a difficult balancing act to ensure the City can achieve a reasonable fee requirement while not discouraging private development. The City should identify and adopt incentives to encourage developers to include affordable housing in their developments that would be more attractive than writing a check to ensure affordable units actually get built.*

The higher the fee, the greater the incentive for developer to incorporate affordable housing. A drawback of this approach is that some projects are limited in scale or other factors that make providing affordable housing problematic.

2. *Toward the City's goal to encourage housing, the City should consider adopting a policy that exempts affordable housing projects from paying impact and other fees, rather than requiring each project proponent to request a waiver, project by project. The City of Sacramento's [Zero-Dollar Rate Program For Affordable Dwelling Units](#) is a good example to follow.*

This is a common approach. Units that meet certain criteria (below market rate in perpetuity for a certain number of years) are frequently assessed reduced or exempt from paying impact fees. This is a policy decision, however, and therefore outside the scope of this fee study.

3. It would be helpful in the staff report to include a 10-year history of the Housing Impact Fee fund, how much has been paid, and how the funds have been utilized.

Table 4 displays the revenue and expenditure history of the housing impact fee fund.

Table 4: Historical Affordable Housing Impact Fee Revenue and Expenses

	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	Totals
<u>Revenues</u>											
Affordable Housing Impact Fees	\$884,027	\$257,649	\$427,649	\$235,122	\$ 80,340	\$176,224	\$317,631	\$ 106,784	\$ 2,226	\$212,358	\$2,700,009
<u>Expenses</u>											
Utilities - 684 McCorkle Ave	\$ 2,470	\$ 2,314	\$ 917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40)	\$ -	\$ 5,661
Maintenance - 684 McCorkle Avenue	2,488	750	-	-	-	-	-	-	-	-	3,238
Property Taxes - 684 McCorkle Avenue	6,558	6,562	20	-	-	-	-	-	-	-	13,140
Title & Appraisal - 684 McCorkle Avenue	-	-	4,982	-	-	-	-	-	-	-	4,982
Napa Housing Authority - Housing Services	20,950	-	-	-	-	-	-	-	-	-	20,950
Affordable Housing Feasibility Study	-	5,000	-	-	-	-	-	-	-	-	5,000
Attorney Fees	4,424	5,388	21,848	91,550	19,754	20,472	-	-	(1,574)	-	161,862
Brenkle Court Contributions	-	-	24,300	-	2,938	120,000	316,884	25,016	4,469	-	493,606
Turley Flats Contributions/Loan	-	-	-	438	813,639	50,797	(50,336)	185,884	-	9,998	1,010,420
Our Town St. Helena Non-Profit Grant	-	-	-	-	-	10,000	25,000	-	-	-	35,000
Our Town St. Helena 963 Pope Street	-	-	-	-	-	-	450,000	-	8,400	3,600	462,000
723 Hunt Avenue CDBG Grant Reimbursement	-	-	-	-	-	-	-	1,400,565	(1,400,565)	-	-
Affordable Housing Fee Update	-	-	-	-	-	-	-	-	6,045	-	6,045
Housing Element Update	-	-	-	-	-	-	-	-	69,210	29,915	99,125
Total Expenses	\$ 36,890	\$ 20,014	\$ 52,066	\$ 91,988	\$836,331	\$201,270	\$741,548	\$1,611,464	\$ (1,314,054)	\$ 43,513	\$2,321,029

Source: City of St. Helena.



Comments from Mary Stephenson

1. What is the rationale for recommending 10% to 15% of maximum fees?

This is a City staff recommendation. See response #5 above.

2. *How many new housing starts (and renovation, if that is included in the fee structure) has the city had in the last 5-10 years? Projecting into the future with the recommended fee structure, what is the potential funding that new (and renovated if it applies) units could generate for the city?*

From 2015 to 2024 the City has added 29 net new residential dwelling units according to data from the California Department of Finance. Renovation is not included in the fee structure, unless the renovation is adding new square footage. **Table 5** displays a projection of potential fee revenue, based on the growth projections from the City's recently adopted development impact fee nexus study.

Table 5: Projected Affordable Housing and Commercial Linkage Fee Revenue

Land Use	Projected Increase (Sq. Ft.)	Maximum Justified Fee per Square Foot	Potential Fee Revenue (Maximum Justified Fees)	Potential Fee Revenue (15% Fee Scenario)	Potential Fee Revenue (10% Fee Scenario)
<u>Residential</u>	685,152	\$ 196	\$ 134,289,792	\$ 20,143,469	\$ 13,428,979
<u>Nonresidential</u>					
Commercial	325,943	\$ 141	\$ 45,958,019	\$ 6,893,703	\$ 4,595,802
Office	92,638	176	16,304,294	2,445,644	1,630,429
Industrial	<u>640,517</u>	67	<u>42,914,655</u>	<u>6,437,198</u>	<u>4,291,466</u>
Total	1,744,251		\$ 239,466,761	\$ 35,920,014	\$ 23,946,676

3. *The current rents seem high to me. The rental rates include mostly single-family dwellings, which excludes a significant number of small multi-unit buildings that I think would illustrate a wider range of rentals.*

The current rents were estimated based on all the available units that were advertised for rent at the time the study was completed. There were few multifamily units advertised for rent at that time. The only units that were excluded from the sample were luxury units with rents more than \$10,000 per month. Further, many of the City's existing multifamily units are rented at below market rate rents, so they do not accurately reflect current market rates.

4. *Is the proposed fees for commercial development tied to past or projected development in each category? Is there an historical overview of commercial development by category that informs this?*

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The nonresidential fees are calculated based on the affordable housing demands of a hypothetical project, informed by the likely type of workers and current salary data.

5. *Is it possible to see an analysis of what the current Housing Impact Fee structure has generated over the last 10 years divided between residential and commercial fees and how that money has been used?*

See **Table 4** above for historical fee revenue and expenditures.

6. *Has any scenario been flushed out regarding how any of the existing proposals for new hotels could contribute funding under this proposed fee structure and how that compares to the cost of housing incremental employees at various salary levels as documented in the study?*

This analysis has not evaluated any existing proposals for hotels.

7. *How does this new Housing Impact Fee Study relate to the City's plan to create the VL and L housing units in our RHNA requirements?*

Affordable housing fee and commercial linkage fee revenue can be used to help fund the development of very low and low income units in the City.

Comments from Joe McGrath

General Comments/Questions:

**The report seems to lack effective context. It is not clear from the report what the current baseline policy is and/or fee structure. The comparison to other Napa County cities is useful, but there is not a comparison to St. Helena status quo.*

Willdan has prepared a fee comparison comparing the City's current fees to the maximum justified fee schedule and other Napa County cities. See Tables 1 and 2 above.

** It is also not clear if this Impact Fee is meant to be **in lieu of** Inclusionary policy requirements for residential development or **in addition to inclusionary** requirements. (I attempted to look thru current zoning code but this is very time consuming as new code is not yet hyperlinked :/)*

Please refer to 17.30.030 E in the new zoning code. Please note that the City will be amending the zoning text to reflect that the calculation is based on the square footage of the proposed unit (no longer percentage of construction cost). The Housing In-Lieu fee in the ordinance is the same as the impact fee, not in addition to the impact fee.

** It is not clear as to whether this fee applies to renovated S.F. or just new S.F.?*

Only applies to net new square footage. Per 17.30.030 A.3 "Upon the remodeling or rebuilding of a residential dwelling to add additional square footage, the housing impact fee shall be paid on the additional square footage (except for a one-time exclusion of 850 square feet per residence)"



** I believe the rental rates in the report are overstated and do not represent current market conditions. The data biases itself by looking only at open listed units and appears to be mostly detached single family structures. I believe the construction cost per rental unit is also overstated and for some reason was based on a 5-unit complex whereas the work impact numbers were based on 100-units. Having said that, as both the rental rates are high and construction costs are high, the delta cost to deliver an affordable product to this sector is probably close.*

The current rents were estimated based on all the available units that were up for rent at the time the study was completed. There were few multifamily units advertised for rent at that time. The only units that were excluded from the sample were luxury units with rents more than \$10,000 per month. Were someone looking to rent a home, these would be the only available units to rent, so the data does reflect the current market.

The construction costs were based on data provided by the City. The City's most recent experience came from 2020. Those costs were adjusted for inflation using the Engineering News Record's Construction Cost index.

The hypothetical 100-unit market rate project is used to identify the affordable units demanded by income category. This is different from the cost to construct one affordable unit. The total affordability gap to meet the affordable housing demands of market rate units is then divided by 100 to identify the gap needed to meet the demands of a single unit, which drives the fee calculation.

** It would be great to see a breakdown of Housing Impact Fee collections over the last ten years and a breakdown of where they were generated (ie Residential, Commercial, Industrial, Hospitality).*

Please refer to Table 4 above. Unfortunately, the revenue data is not available by land use type paying the fee.

** It would also be great to see a Pareto/chart of where all of these funds collected have been allocated or spent.*

Table 4 above also lists expenditures.

Inputs:

** For Residential Development. For projects ≥ 4 units the city should maintain an inclusionary policy (I believe it is 20%*,) and not create an in-lieu fee relief valve. It would fail logic to have both as you would be taxing the solution side of the ledger. Inclusionary Policies build affordable units, not just funds for future units. If you do create an in-lieu fee option it would seem that that fee should roughly represent a ~ 20 YR? Net Present Value of the delta income between market rents and affordable rents.*

*[When I did this calculation in 2019 at 632 McCorkle, the 20YR NPV delta between market rents and affordable rents per inclusionary unit would have been approximately \$200K/unit (I did not use a discount rate because I assumed both rents would rise proportionally). In comparing the \$200K to 2019 costs per unit (~\$550K) that represents about 36%. Against a 20% inclusionary policy that would represent 7.2% of ALL costs (20% * 36%). Instead I negotiated an "alternative equivalent" proposal which*

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deed-restricted existing units in my portfolio. The 20-YR NPV of that proposal was closer to \$100k per unit which would be ~3.6% of all costs. That was palatable.]

*I believe the report is advocating between \$14-20/SF. If we assume \$500/SF construction costs, and \$20/SF that would be 4% of **CONSTRUCTION** costs. An In-lieu fee at that rate would not be a great deal for the City and the developer would likely take the lower cost in-lieu fee (as much as I hate to say this as a developer). I believe the City would rather have the deed-restricted units than the funds so it should bias towards the built units. Having said that, there is of course a limit where the rates simply cause projects not to pencil.*

** For Residential Projects <4 Units. It seems to me here there should be an option to either deed restrict an ADU for SF - Triplex developments or have an in-lieu option with a fee structure akin to what I recommend above.*

** For Commercial, Industrial, Hospitality, Hotels. I will not comment greatly here. It seems that this fee structure should be "progressive" in nature. No Impact on renovation project (ie. no new SF). Negligible impact on small businesses/projects, and have rate progression based on the size of project. The comparison with other Napa County cities and Sonoma is very informative on Hotel rates and greatly suggests that impact fee on hotels is far too low in St. Helena.*

The fees are calculated on net new square footage, so they wouldn't apply to renovation projects, unless they are adding square footage.

4. Appendix

The appendix provides detailed and supporting tables for the summary analysis described above.

Appendix A: Proposed Affordable Housing Impact Fees

The following tables detail the maximum justified fees for the City calculated in the recent Nexus Study, dated May 22, 2024.

Table A.1
Proposed Fees (per square foot)
St. Helena Feasibility Analysis

	Maximum Justified	Max Estimated Feasibility (1)	15% of Max	10% of Max
<i>Residential</i>				
Rental Unit	\$135	NA	\$20	\$14
For Sale Unit	\$196	\$168	\$29	\$20
<i>Non-Residential</i>				
Hotel	\$75	\$75	\$11	\$8
Commercial	\$141	\$20	\$21	\$14
Office	\$176	NA	\$26	\$18
Industrial	\$67	NA	\$10	\$7

(1) Max Estimated Fee at \$1.1 million per acre residual value.

Willdan, 2024

City of St. Helena

Affordable Housing and Commercial Linkage Fee Study

October 8, 2024



Overview

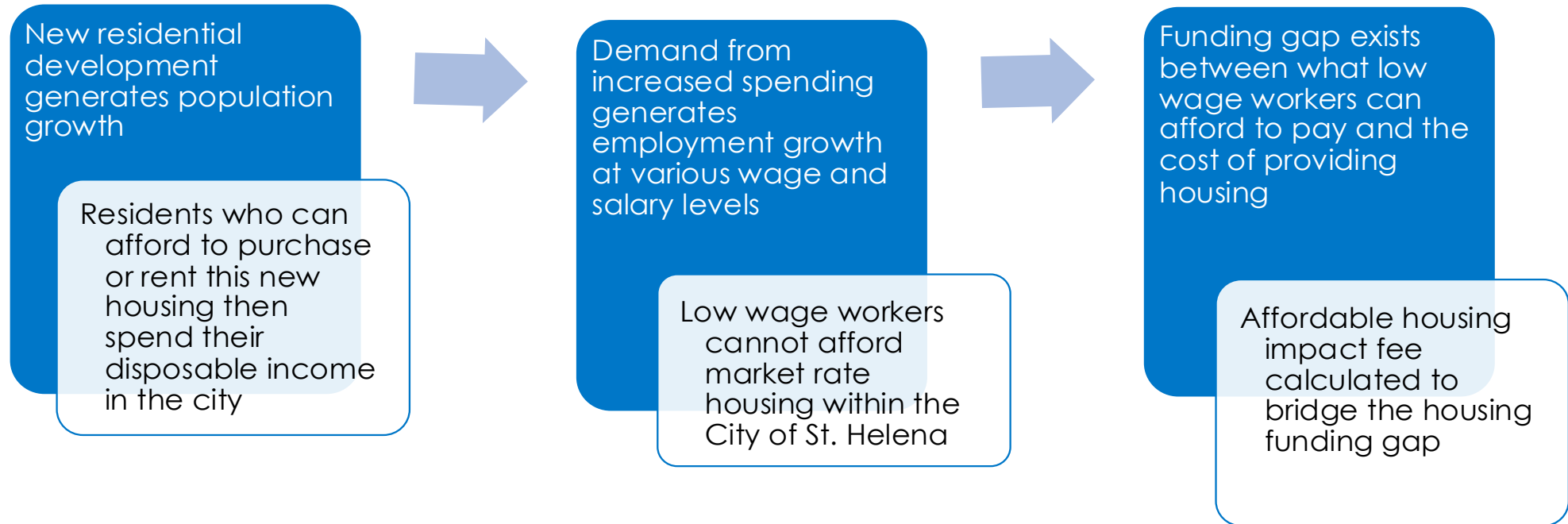
Affordable housing impact fees

- Charged to new residential development
- Funds share of affordable housing induced by the household spending associated with new market rate residential development

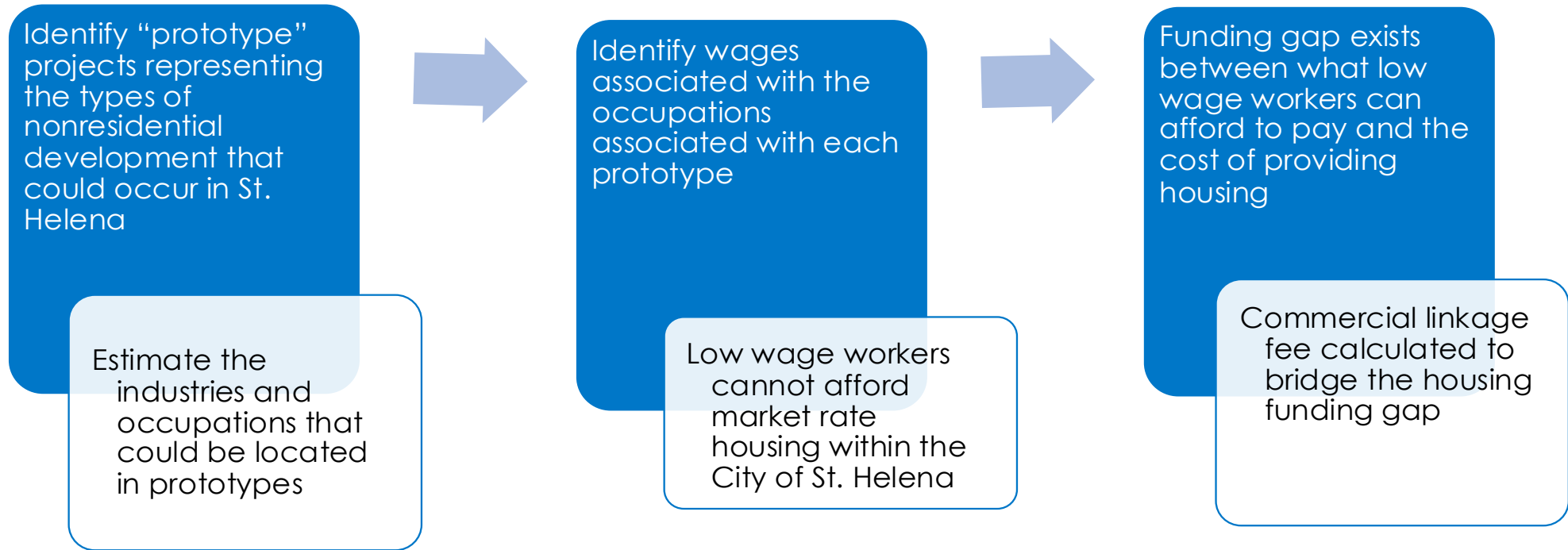
Commercial linkage fees

- Charged to new nonresidential development
- Funds share of affordable housing needed for employees of businesses located in retail, commercial and industrial development projects

Affordable Housing Impact Fee Approach



Commercial Linkage Impact Fee Approach



Income Limits

2023 Napa County Income Limits

Persons per HH:	1	2	3	4	5	6	7	8
Median Income	90,700	103,700	116,650	129,600	139,950	150,350	160,700	171,050
Extremely Low	28,050	32,050	36,050	40,050	43,300	46,500	49,700	52,900
Very Low Income	46,750	53,400	60,100	66,750	72,100	77,450	82,800	88,150
Low Income	74,700	85,400	96,050	106,700	115,250	123,800	132,350	140,850
Median Income	90,700	103,700	116,650	129,600	139,950	150,350	160,700	171,050
Moderate Income	108,850	124,400	139,950	155,500	167,950	180,400	192,800	205,250

Source: Department of Housing and Community Development, State Income Limits 2023.

Factors Driving Differences In Nonresidential Fee Schedule

- The analysis estimates the number of affordable units demanded for each land use
 - Different land uses provide jobs for different amounts of workers by income category
- The number of units are multiplied by the affordability gap to determine the total financing gap
- The total financing gap for each prototype is divided by 100,000 to determine the fee per square foot
- Hotel fee assumes 560 square feet per room

	Very Low Income (31-50% AMI)	Low Income (51-80% AMI)	Moderate Income (81- 120% AMI)	Total (per Prototype)	Total per Square Foot or Room
Financing Gap per Affordable Unit	834,062	738,005	620,705		
<u>Commercial Prototype</u>					
Units Demanded	13.273	3.509	0.754	17.536	
Total Financing Gap	11,070,844	2,589,522	468,154	14,128,520	141.29
<u>Office Prototype</u>					
Units Demanded	7.807	8.312	7.995	24.114	
Total Financing Gap	6,511,699	6,134,268	4,962,295	17,608,262	176.08
<u>Industrial Prototype</u>					
Units Demanded	2.772	3.710	2.604	9.085	
Total Financing Gap	2,311,978	2,737,705	1,616,097	6,665,780	66.66
<u>Hotel Prototype (Assumes 560 Sq. Ft. per Room)</u>					
Units Demanded	6.836	1.804	0.694	9.334	
Total Financing Gap	5,701,231	1,331,724	430,855	7,463,811	41,797.34

Maximum Justified Fee Schedules

	Maximum Justified Fee
<u>Residential Affordable Housing Impact Fee</u>	
New Rental Unit – per Square Foot	135
New For Sale Unit – per Square Foot	196
<u>Commercial Linkage Fee</u>	
Commercial – per Square Foot	141
Office – per Square Foot	176
Industrial – per Square Foot	67
Hotel – per Room	41,797

Residential Affordable Housing Fee Comparison per Prototype Unit

	St. Helena Current	American Canyon	Napa	Cloverdale	Cotati	Healdsburg	Rohnert Park	Santa Rosa (Inside Downtown)	Santa Rosa (Outside Downtown)	Sebastopol ¹	St. Helena - Maximum Justified
Single Family, 2,761 square feet, 3 bedrooms	22,500	9,470	13,115	34,300	33,400	46,109	15,520	22,088	8,283	61,405	541,156
Single Family, 3,780 square feet, 5 bedrooms	27,500	12,965	17,955	39,800	41,400	63,126	15,520	30,240	11,340	84,067	740,880

Commercial Linkage Fee Comparison

Land Use Category	St. Helena - Current	Calistoga ¹	Napa	Yountville	Cotati ²	Petaluma ³	Rohnert Park ³	Santa Rosa	Sebastopol ³	Sonoma	St. Helena Maximum Justified ⁴
Office	4.11	2.63	3.55	11.60	2.39	3.36	0.69	3.00	2.08	4.00	176.08
Hotel	3.80	1,756.35	6.00	11.60	2.39	3.36	0.69	3.00	2.08	15.00	41,797.34
Retail	5.21	3.81	3.55	11.60	4.12	5.81	1.19	3.00	3.59	4.00	141.29
Industrial	1.26	1.93	3.50	11.60	2.47	3.46	0.71	3.00	2.15	n/a	66.66
All fees charged per square foot, except for Calistoga hotel fee and maximum justified St. Helena hotel fee, which are charged per room.											
¹ Calistoga hotel fee charged per room.											
² Hotel and office assumed charged at "commercial" rate. New construction less than 2,000 sf, and the first 2,000 sf of any commercial project is exempt.											
³ Hotel and office assumed charged at "commercial" rate.											
⁴ Maximum justified hotel fee shown per room.											

Feasibility Analysis- Project Prototypes

	SF Residential	MF Residential	Office	Retail	Industrial/ Warehouse	Hotel
Density (FAR)	0.29	0.76	0.28	0.33	0.17	0.13
Density (Units/Acre)		33				
Form Factor	Single	3-5 Stories	1 Story	1 Story	1 Story	Multi
Residential Units/Rooms	1	33				65
Unit/Room Size	3,780	1,000				500
Residential SF	3,780	33,000				32,500
Commercial SF			3,597	2,847	1,500	21,097
Parcel size (acres)	0.3	1	0.30	0.2	0.2	9.72

Feasibility Analysis- Pro Forma Summary

Item	SF Residential	MF Residential	Office	Retail	Industrial/ Warehouse	Hotel
Residual Land Value Per Acre	3,213,756	928,200	893,627	1,386,326	568,714	1,713,457
Residual Land Value Per Land SF	74	21	21	32	13	39
Potential Fees						
10% Fee Per Acre	246,960	646,800	211,024	200,714	50,250	27,951
15% Fee Per Acre	370,440	970,200	316,536	301,070	75,375	41,926
100% Fee Per Acre	2,469,600	6,468,000	2,110,240	2,007,135	502,500	279,507
Max Fee at Threshold	2,113,756	NA	NA	286,326	NA	613,457

Potential Revenue Scenarios

Development Impact Fee Study Planning Horizon of 2040

Land Use	Projected Increase (Sq. Ft. or Hotel Rooms)	Maximum Justified Fee per Square Foot or Room	Potential Fee Revenue (Maximum Justified Fees)	Potential Fee Revenue (15% Fee Scenario)	Potential Fee Revenue (10% Fee Scenario)
<u>Residential</u>	685,152	196	134,289,792	20,143,469	13,428,979
<u>Nonresidential</u>					
Commercial	325,943	141	45,958,019	6,893,703	4,595,802
Office	92,638	176	16,304,294	2,445,644	1,630,429
Industrial	640,517	67	42,914,655	6,437,198	4,291,466
Hotel	116	41,797	4,848,452	727,268	484,845
Total			244,315,213	36,647,282	24,431,521

Staff Recommended Fee Schedule

Land Use	Staff Recommended Fee	Factor	Potential Fee Revenue ⁽¹⁾
Residential			
Rental Unit	14 per sq. ft.	10% Max Justified	13,428,979
For Sale Unit	20 per sq. ft.	10% Max Justified	
Non-Residential			
Commercial	20 per sq. ft.	Max Feasible	6,518,860
Office	18 per sq. ft.	10% Max Justified	1,630,429
Industrial	7 per sq. ft.	10% Max Justified	4,291,466
Hotel	41,797 per room	Max Feasible	4,848,452
Total			30,718,186

⁽¹⁾ Based on Development Impact Fee Study planning horizon of 2040.



Questions

Prototypes listing all Fees Associated with Permit

Existing Fees

Fee Type	SF Residential	MF Residential (1)	Commercial	Industrial	Hotel
<i>Square Footage</i>	3,780	3,904	2,847	1,500	53,597
Affordable Housing Fee	27,500	38,000	11,701	1,890	203,669
Planning/Building Fee	7,638	10,402	9,514	7,230	129,818
Civic Improvement Fee	6,048	6,246	4,555	1,305	90,579
Park Impact Fee	14,251	14,718	-	-	-
Public Safety Impact Fee	4,914	5,075	3,701	1,065	73,428
Sewer Impact Fee	5,935	6,129	5,324	2,475	294,784
State Fees	187	259	337	154	12,396
St. Helena School Fees	19,543	20,184	2,391	1,260	44,688
Storm Drain Impact Fee	2,306	2,381	5,409	2,850	141,496
Traffic Mitigation Impact Fee	3,062	3,162	14,520	3,645	292,640
Water Impact Fee	5,330	5,505	2,448	1,095	128,633
TOTAL	96,714	112,060	59,901	22,969	1,412,130

(1) Prototype is based on 4 units or less

Option A - All land uses with the exception of hotel be charged 10% of the Maximum Justified Fee per square foot

Fee Type	SF Residential	MF Residential (1)	Commercial	Industrial	Hotel
<i>Square Footage</i>	3,780	3,904	2,847	1,500	53,597
Proposed Affordable Housing Fee	75,600	78,080	39,858	10,500	2,716,805
Planning/Building Fee	7,638	10,402	9,514	7,230	129,818
Civic Improvement Fee	6,048	6,246	4,555	1,305	90,579
Park Impact Fee	14,251	14,718	-	-	-
Public Safety Impact Fee	4,914	5,075	3,701	1,065	73,428
Sewer Impact Fee	5,935	6,129	5,324	2,475	294,784
State Fees	187	259	337	154	12,396
St. Helena School Fees	19,543	20,184	2,391	1,260	44,688
Storm Drain Impact Fee	2,306	2,381	5,409	2,850	141,496
Traffic Mitigation Impact Fee	3,062	3,162	14,520	3,645	292,640
Water Impact Fee	5,330	5,505	2,448	1,095	128,633
TOTAL	144,814	152,140	88,058	31,579	3,925,267

(1) Prototype is based on 4 units or less

Option B - All land uses with the exception of hotel be charged 15% of the Maximum Justified Fee per square foot

Fee Type	SF Residential	MF Residential (1)	Commercial	Industrial	Hotel
<i>Square Footage</i>	3,780	3,904	2,847	1,500	53,597
Proposed Affordable Housing Fee	109,620	113,216	59,787	15,000	2,716,805
Planning/Building Fee	7,638	10,402	9,514	7,230	129,818
Civic Improvement Fee	6,048	6,246	4,555	1,305	90,579
Park Impact Fee	14,251	14,718	-	-	-
Public Safety Impact Fee	4,914	5,075	3,701	1,065	73,428
Sewer Impact Fee	5,935	6,129	5,324	2,475	294,784
State Fees	187	259	337	154	12,396
St. Helena School Fees	19,543	20,184	2,391	1,260	44,688
Storm Drain Impact Fee	2,306	2,381	5,409	2,850	141,496
Traffic Mitigation Impact Fee	3,062	3,162	14,520	3,645	292,640
Water Impact Fee	5,330	5,505	2,448	1,095	128,633
TOTAL	178,834	187,276	107,987	36,079	3,925,267

(1) Prototype is based on 4 units or less

Summary of Comparative Building Permit Data

	Agency	SF Residential	MF Residential	Retail	Industrial	Hotel
	<i>Square Footage</i>	3,780	3,752	790	1,500	3,283
	St. Helena	156,755	122,747	36,997	36,283	2,807,879
1	American Canyon	92,992	100,152	104,009	332,436	554,207
2	Santa Rosa	119,541	99,997	35,408	31,846	129,859
3	Napa	71,982	72,383	28,141	63,570	1,175,719
4	Healdsburg	112,572	109,773	47,023	79,124	486,663
5	Petaluma	89,491	124,008	63,010	160,962	844,060
6	Calistoga	117,467	129,010	31,640	35,477	2,388,869
	Average	100,674	105,887	51,538	117,236	929,896
	Percentage Difference	35.8%	13.7%	-39.3%	-223.1%	66.9%

As illustrated in the data summary above, the fees for the City are notably higher in certain categories compared to the surveyed cities. This is primarily because the proposed housing impact fees are driven by the City's significantly higher land costs. Given that land costs in our City exceed those of most cities in the survey, the expense of constructing affordable housing—an endeavor these fees are designed to support—is correspondingly higher. To adequately subsidize the development of affordable housing and address the unique financial challenges posed by our local market conditions, it is necessary to implement fees that are above the average of our peer cities. These higher fees are critical to ensuring that the City can meet its affordable housing goals while balancing the economic realities of our community.

Assumptions

Residential valuation is estimated at \$1,000,000

Retail valuation is estimated at \$500,000

Industrial valuation is estimated at \$1,000,000

Hotel valuation is estimated at \$3,000,000

GPD calculation is based on average use per customer class in St. Helena

Daily trip calculation is based on national average per land use



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	December 10, 2024
FROM:	Cindy Tzaopoulos, City Clerk
SUBJECT:	Consideration of Process for Appointment to Fill City Council Vacancy
RECOMMENDED ACTION:	Fill the vacancy via an appointment (as opposed to an election) to fill the vacancy left by Council Member Chouteau's resignation. Utilize the proposed process and timeline for the appointment of a new City Council Member.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	The purpose of this action is to request for that Council establish a process to consider applications to fill the City Council vacancy.
FINANCIAL IMPACT:	None

BACKGROUND:

Council Member Chouteau has announced that she is resigning from the City Council, effective December 15, 2024.

When a vacancy on the City Council occurs, the Council must, within 30 days of the commencement of the vacancy, either fill the vacancy by appointment, or call a special election. (Government Code §36512(b); St. Helena Municipal Code §2.04.020.[1]) However, if the City Council holds a special election to fill the vacancy, that election must be held at “the next regularly established election date” not less than 90 days from the call of the special election under the City Code, and not less than 114 days from the call of the special election under State law. (Id.)

The next regularly established election date in Napa County is the Statewide Primary Election on June 2, 2026.

DISCUSSION:

Filling the vacancy by an election will take several months and cost at least \$35,000 dollars. So, staff recommends that the Council fill the vacancy by appointment of a Council Member to fill the vacancy.

The appointment must be made within 30 days of commencement of the vacancy, and therefore the appointment must be made by January 15, 2025. The appointed Council

Member would serve for the remainder of Council Member Chouteau's term, which expires in November 2026.

If the City Council directs staff to proceed with a recruitment and appointment process, the following is the proposed timeline:

Tentative Selection Timeline

<u>Date</u>	<u>Action</u>
12/11/24	Mayor invites candidates to apply to fill the vacancy
01/03/25	End of application period
01/14/25	Candidate Interviews
01/14/25	Appointment and Seating of new Council Member

There is no specific process required for the appointment to fill the vacancy. Council may discuss and agree upon an appropriate process.

[1] State law provides that the appointment or call of the election must occur within 60 days, but given that the Municipal Code requires a shorter timeframe, that is the deadline that the Council must meet.

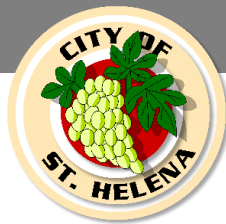
GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Press Release - Chouteau Resigns from the City Council and Joins Congressman Thompsons Team](#)
[Attachment 2 - Proposed City Council Application](#)

PRESS RELEASE



TODAY'S DATE: December 2, 2024

RELEASE DATE: Immediate

TITLE: New Way To Serve Community – Chouteau Joins Congressman Thompson's Team
(PRESS RELEASE 2024-44)

CONTACT: Andrew Bradley, Program Manager
(707) 968-2635 direct, abradley@cityofstheleena.gov

St. Helena, CA – On Monday, December 2, 2024, second term Council Member, Anna Chouteau, informed Mayor Paul Dohring that she has accepted a position with Congressman Mike Thompson's office. In her resignation letter to Mayor Dohring, Council Member Chouteau said, "My time on the City Council has been a privilege. I cannot possibly say enough about my respect for my fellow council members, city staff, and all the citizen volunteers who contribute to our community. I have seen how hard they work, how much they care about our City, and how they continue to show up and engage no matter how big the challenge. I am optimistic about our future and am here to help, always."

"Anna has been a dedicated and skilled public servant for over 6 years, fully engaged in her work and fully committed to improving the lives of our residents," said Mayor Paul Dohring. "She has worked tirelessly on gun-violence prevention and reduction of greenhouse gases, and she has built strong relationships throughout the county and the state. Locally, she has elevated the importance of housing, pedestrian and bike safety, especially for our youth, encouraged youth participation in policy making, and advocated for inclusivity both in our governance and in our community. I know she will bring the same commitment, enthusiasm and grace to Congressman Thompson's office, and I look forward to working with her in her new role."

Council Member Chouteau will start her new role as Field Representative on December 16. She will serve in her role as a City of St. Helena Council Member until December 15 and her last regular City Council meeting will be on December 10, 2024. Council Member Chouteau said, "I have had the honor of serving our City and all the incredible people who make St. Helena so special. I will be forever grateful for this opportunity."

###



DATE AND TIME RECEIVED:

NOTE: THIS COMPLETED AND SIGNED APPLICATION MUST BE FILED WITH THE ST. HELENA CITY CLERK BY
XXXXX, XXXXX XX, 2024, AT 5:00 P.M.

**Please note that a League of California Cities Mayors and Council Members Academy registration (Jan. 22-24 in Sacramento) has been made for the individual chosen to replace Council Member Chouteau.*

APPLICATION FOR APPOINTMENT TO THE ST. HELENA CITY COUNCIL

This application is to fill a vacancy on the St. Helena City Council. The St. Helena City Council will publicly-review all submitted applications where the applicants meet the qualifications. The Council will hold a public interview process for each candidate on Tuesday, January 14, 2025, beginning at 4:00 p.m. The applicant interviews will take place at the wellness center (first floor across from the cafeteria) at Vintage Hall, 465 Main Street, St. Helena. The appointment to the City Council will be made at the regularly scheduled City Council meeting on Tuesday, January 14, 2025, beginning at 6 p.m. The term of office will be from January 14, 2025 through November 2026.

This application is a public document, although your personal information will be redacted. Your application will be compiled with other applications and considered by the St. Helena City Council as a part of a noticed public meeting.

Only St. Helena residents who are registered voters in St. Helena will be eligible for appointment.

Name: _____

Residence Address: _____

Mailing Address (if different): _____

E-mail: _____

Best Phone Number to Reach You: _____

Are you currently a registered voter and a resident of the City of St. Helena, or will be at the time of an appointment? _____ (yes or no)

- Please include your resume and answer the following questions on a separate sheet(s) of paper.

(continued on next page)

1088 College Ave. | St. Helena, CA 94574
(707) 967-2792 | cityofstheleena.org

Reasons for Applying

1. Why do you want to be appointed to the Council?
2. Service as a City Council Member easily could require 10 or more hours per week reviewing council agenda packets, responding to citizen communications, meeting with constituents, and attending various regional and local subcommittee meetings, and council meetings. How much time per week do you have to devote to City Council service?
3. If appointed, do you plan on running for election in November 2024?

Experience, Qualifications, Education

4. What qualifications, life experiences, and educational background do you have that will enable you to make sound decisions in the best long-term interest of the community?
5. Please describe your community service and government participation in St. Helena or elsewhere.

Issues, Priorities, Concerns

6. What do you believe are the most important issues facing the City?
7. If you were appointed to the Council, what would be your top three priorities?
8. What strategies can be undertaken to address the City's fiscal challenges, improve the City's economic health, and maintain and enhance quality of life?

Values, Vision, Approach

9. What vision do you have for the future of St. Helena?
10. How would you resolve a situation where your personal philosophy may be considered at odds with the majority view regarding what is best for the City?

You may also provide any additional information or comments you feel would assist City Council in considering your application.

Please note: At the time you would be named to the St. Helena City Council, you must be:

- At least 18 years of age,
- A registered voter in St. Helena; and
- A resident residing within the City limits of St. Helena.

You must maintain St. Helena residency and registered voter status throughout your term of office.

(continued on next page)

1088 College Ave. | St. Helena, CA 94574
(707) 967-2792 | cityofsthenana.org

Also, at the time of appointment (and annually as well as at the completion of your service), you will be required to complete and file a public Form 700 Statement with the California Fair Political Practices Commission. Form 700 filings allow the public to know of any potential conflicts of interest related to your public service. These conflicts can relate to employment, property ownership, loans and gifts, stock ownership, and more. You are also required to disclose certain financial interests of your spouse (if applicable).

During your term on the City Council, you will be required to identify any potential conflicts (often with the assistance of the City Attorney) and to recuse yourself from voting on or otherwise influencing any action that might cause a financial or other conflict.

Please sign and return this form with the questions answered via an email to Cindy Tzaopoulos, St. Helena City Clerk, at cityclerk@cityofsthelena.org. The City Clerk will confirm receiving your emailed application, if you do not receive confirmation, please call the City Clerk at (707) 312-1257. You may also drop off the form and questions at St. Helena City Hall, 1088 College Avenue, St. Helena, California. Please address the envelope to the City Clerk.

Please do not mail the form, as it may not get to the City by the deadline. If you have any questions about this application, please call Ms. Tzaopoulos at (707) 312-1257.

I _____ (print name) swear/affirm that the foregoing information is true and correct.

Applicant's Signature: _____ Date: _____



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	December 10, 2024
FROM:	Cindy Tzaopoulos, City Clerk
SUBJECT:	1. Designate a regular member and alternate City Council Member to represent the City of St. Helena on the Upper Valley Waste Management Agency (UVWMA) and; 2. Designate a regular member to the Napa Valley Transportation Authority (NVTa).
RECOMMENDED ACTION:	Designate a regular member and alternate City Council Member to represent the City of St. Helena on the UVWMA. Designate a regular member to represent the City of St. Helena on the NVTa.
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	Designate a regular member and alternate City Council Member to the Upper Valley Waste Management Agency and a regular member to the Napa Valley Transportation Authority (NVTa).
FINANCIAL IMPACT:	N/A

BACKGROUND:

Council Member Kenealy is designated the regular member and Council Member Chouteau is designated as the alternate. They will not be serving on the City Council for the next UVWMA meeting.

Council Member Chouteau is a regular member on the NVTa and will not be serving on the City Council at the next meeting.

DISCUSSION:

Designate a regular member and alternate City Council Member to represent the City of St. Helena on the UVWMA. The meetings are held the third Monday of the month at 1:30 pm at the Yountville Town Council Chambers.

Designate a regular member to represent the City of St. Helena on the NVTa. The meetings are held third Wednesday of the month at 1:30 pm at the NVTa offices.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Intergovernmental CC Assignments 2-27-24](#)

2024 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:		Date/Time & Location	Contact	Primary	Alternate	700 Form Filiers
City/SHUSD/Chamber/NVC (Monrovia) • Meet to discuss interests in common • No Compensation		Meets: Qtrly	(707) 967-2701 Erica Madrigal	Council Member Summers Staff: City Manager	Vacant	Not Required
St. Helena Sewer District No. 1 • Meets only as needed • 11-08-1964 Resolution 1964-597 Establishing Sewer District No. 1 and 1964-598 Description				All		
Association of Bay Area Governments (ABAG) - Executive Board • Appointed by the City Selection Committee • To enhance the quality of life in the San Francisco Bay Area by leading the region in advocacy, collaboration, and excellence in planning, research and member services • Agency membership dues based on population • Compensation - \$150.00 per Meeting		101 Eighth St. Oakland CA 94607 <i>Meets: 7:00 p.m., 3rd Thursday of every other month</i>	(415) 820-7913 fcastro@bayareametro.gov Fred Castro ABAG Clerk of the Board Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, California 94105		Council Member Choteau Term of office 7/1/22 - 6/30/24	Required
Association of Bay Area Governments (ABAG) - General Assembly • St. Helena City Council appoints member and alternate, no term limit • To enhance the quality of life in the San Francisco Bay Area by leading the region in advocacy, collaboration, and excellence in planning, research and member services • Agency membership dues based on population		101 Eighth St. Oakland CA 94607 <i>Meets: Annually</i>	(510) 464-7900	Mayor Dohring	Council Member Choteau	Not Required
Napa Valley Tourism Corporation (Umbrella for Napa County) LODGING REPRESENTATIVES: Michael Lennon: City of Calistoga, Calistoga Spa Hot Springs Marcelle Adderley: City of St. Helena, Southbridge Napa Valley 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 GOVERNMENT/BUSINESS REPRESENTATIVES: Donald Williams: City of Calistoga, Mayor Amy Carabba-Salazar: St. Helena, Chamber of Commerce Brad Raulston: Town of Yountville, Manager Steve Potter: City of Napa, Manager Linsey Gallagher: Visit Napa Valley David Oro: American Canyon, City Council				Amy Carabba, St. Helena Chamber CEO	Vacant	Not Required

2024 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:					
	Date/Time & Location	Contact	Primary	Alternate	700 Form Filers
Anne Cottrell: Napa County, Board of Supervisors *4/27/2010 BOS approved a resolution to establish the Napa Valley Tourism Business Improvement District (TBID) for St. Helena *The TBID governance structure established the Napa Valley Tourism Corporation as the responsible agent to manage day-to-day decisions on the use of TBID funds *Since the creation of the Napa Valley Tourism Corporation the St. Helena Chamber CEO has represented the City of St. Helena *It would be appropriate to annually review the appointment of the primary member and alternate					
St. Helena Tourism Improvement District (SHTID) - Elected official appointed by the St. Helena City Council 7 members from St. Helena (4-members of lodging, 1-Chamber of Commerce, 1-Elected Official and 1-City Manager) Membership includes: Kevin Dimond, Harvest Inn Mark Hoffmeister, Wydown Hotel Anil Comelo, City Manager Chair - Marcelle Adderley, Inn at Southbridge - General Manager Chamber Rep - Executive Director Pirrette Therene, El Bonita Hotel - GM St. Helena City Council Representative • No Compensation	<i>Meets:</i> Qtrly Southbridge	Catherine Heywood 707-260-0112	Vice Mayor Hall Staff: City Manager (The City Manager has designated the Asst. City Manager as the City Representative)	Anna Chouteau	Not Required
League of California Cities – North Bay Division - To maintain a central office of information and research for matters pertaining to City government and to influence legislation that affects cities - Agency membership dues required - No Compensation	P.O. Box 458, Mill Valley, CA 94941 <i>Meets:</i> Quarterly	(415) 302-2032 Nancy Hall Bennett	All		Not Required
Napa County City Selection Committee - In counties where 2 or more cities are incorporated, this Committee appoints city representatives to certain boards, commissions and agencies as prescribed by law (Section 50270, CA Gov't Code) - Representative must be Mayor (per above Gov't. Code) - No Compensation	1195 Third Street, Suite 310, Napa 94558 <i>Meets:</i> 1:00pm, 3rd Tuesday of the month, Quarterly	(707) 253-4423 Karita Whitney	Mayor Dohring (Delegate)	Council Member Summers	Not Required
Napa County Flood Control and Water Conservation District - Mission is the conservation and management of flood and storm waters to protect life and property; the maintenance of the County watershed using the highest level of environmentally sound practices; and to provide coordinated planning for water supply needs for the community. - Representative must be Mayor	1195 Third Street, Room 305, Napa 94558 <i>Meets:</i> 1:30 p.m., 1st and 3rd Tuesday of the Month *Flood Control is located at 804 1st Street, Napa	(707) 259-8600 Krista Reif krista.reif@countyofnapa.org (707) 253-4423	Mayor Dohring	Vice Mayor Hall	Required Forward forms to: Napa County Flood Control and Water Conservation District 804 First Street

2024 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:		Date/Time & Location	Contact	Primary	Alternate	700 Form Filers
• Bylaws • No Compensation			Karita Whitney			Napa, CA 94559-2623
Youth Opportunities Commission (Formerly Napa County Gang & Youth Violence Commission) • Prevention, intervention & suppression of gang violence • City Council makes appointee recommendation to the Napa County Board of Supervisors • No Compensation		Location Changes <i>Meets:</i> 4:30 p.m., on 3rd Wednesdays, As needed/no less than quarterly	(707) 253-4211 District Attorney's Office	Mayor Dohring		Not Required
Napa County League of Governments (NCLOG) • No Compensation • Bylaws • Mayors of the City and County rotate the Chair position		Location rotates <i>Meets:</i> 6:00 p.m., 2nd Thursday of the month, Quarterly	2023 St. Helena Cindy Tzaopoulos 707-312-1257	All		Not Required
Napa County Local Agency Formation Commission (LAFCO) • City Selection Committee makes appointment • Four-Year Term Gov Code; Informal Policy Two-Year Rotation • \$125 per meeting (St. Helena is scheduled to take over the LAFCO UpValley seat on May 5, 2025)		1195 Third Street, Napa 94558 <i>Meets:</i> 4:00p.m., 1st Thursday of the month *LAFCO is located at 1030 Seminary, Napa	(707) 259-8645 Kathy Mabry			Required Mail to: Kathy Mabry 1030 Seminary St, Suite B Napa CA 94558
Napa Valley Transportation Authority (NVTA) • 2 Members and 2 alternates(1-Mayor with City Council appointing the other City Council Member/Alternate • Bylaws		625 Burnell Street, Napa 94559 <i>Meets:</i> 1:30p.m., 3rd Wednesday of the month	Laura Sanderlin (707) 259-8633 or Kate Miller	Mayor Dohring Council Member Chouteau Staff: City Manager Public Works Director	Vice Mayor Hall	Required Mail to: Board Secretary 625 Burnell Street Napa CA 94559
Napa County Watershed Information Center & Conservancy (WICC) • City Council makes appointment recommendation to the Board of Supervisors • No Compensation • BOS Resolution 02-202		1125 Third Street, 2nd Floor Conference Room, Napa 94558 <i>Meets:</i> 4:00p.m., 4th Thursday of the month	(707) 259-5936 Jeff Sharp, Liaison	Council Member Kenealy	Vice Mayor Hall	Not Required
Upper Valley Waste Management Agency • City Council makes appointment recommendation to the Board of Supervisors		Yountville Town Council Chambers <i>Meets:</i> 1:30p.m., 3rd Monday of the month	(707) 259-6716 Alice Ramirez, Board Clerk Napa County Public Works 1195 Third Street, Suite 101 Napa, CA 94559	Council Member Kenealy - Primary	Council Member Chouteau - Alternate	Form 700 Required to send
Napa County Regional Climate Action Committee • City Council makes two appointments to the Committee		Board of Supervisoers Chambers <i>Meets:</i> No schedule has been determined	Neha Hoskins Administrative Manager/Clerk of the Board County of Napa, CA 1195 3rd St., 3rd Floor	Council Member Summers Council Member Chouteau	Vice Mayor Hall	Not Required

2024 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:		Date/Time & Location	Contact	Primary	Alternate	700 Form Filers
			Napa, CA 94559 707-253-4196			