



**City of St. Helena
Regular City Council Meeting
Tuesday, March 25, 2025 @ 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.

The City Council meeting will be live streamed on Comcast 28 and on the City website.

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

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

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor: Michelle Deasy, City Council Members:
Aaron Barak, Kate Spadarotto, 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 March 11, 2025. 7 - 15
[Regular City Council - 11 Mar 2025 - Minutes](#)
6. PUBLIC FORUM:
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

Estimated start time: 6:10 p.m.

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

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 8.1. PG&E Update presentation by Mark Van Gorder, Local Government Affairs 17 - 44

[PG&E Presentation](#)

- 8.2. Active Transportation and Sustainability Committee report presented by Chair, Jeff Farmer 45 - 49

[ATSC Presentation](#)

9. STAFF BRIEFING

Estimated start time: 6:55 p.m.

- 9.1. State Water Project informational update regarding water quality and availability. 51 - 52

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Receive and file.

[Staff Report - Pdf](#)

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: 7:05 p.m.

- 10.1. Authorization of outstanding payments of invoices totaling \$8,568 for a total cost of \$33,568 to TK Elevator for services related to the flood damage repair and restoration of the Carnegie Building elevator. 53 - 58

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council authorize outstanding payments of invoices totaling \$8,568 for a total cost of \$33,568 to TK Elevator for services related to the repair and restoration of the Carnegie Building elevator.

[Staff Report - Pdf](#)

- 10.2. February 2025 Review and Forecasting of City Water Supply Availability. 59 - 64

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

[Staff Report - Pdf](#)

- 10.3. Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the R25-81 Downtown Sidewalks Paver Repair Project 65 - 70

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends approving the attached resolution.

[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

Estimated start time: 7:20 p.m.

- 13.1. Presentation of City of St. Helena 2024/2025 Resident Satisfaction Survey and Received by City Council. 71 - 127

CEQA Determination: Exempt
Prepared By: Andrew Bradley, Program Manager
Recommendation:
Receive presentation from Godbe Research (GRA)

[Staff Report](#)
[Presentation](#)

- 13.2. Discussion and direction on whether to implement a professional fireworks display as part of the City's 2025 4th of July festivities; If approved, authorize City Manager to enter into a professional services agreement with Devastating Pyrotechnics, Inc. for implementation of the fireworks display. 129 - 168

CEQA Determination: Not a CEQA project
Prepared By: Dave Jahns, Director of Community Services
Recommendation:
Staff is requesting the Council take the following action(s):

1. Provide direction to staff on whether to implement a professional fireworks show for the 2025 4th of July festivities
2. If yes, approve the attached resolution, authorizing the City Manager to enter into a Professional Services Agreement with Devastating Pyrotechnics, Inc.

[Staff Report - Pdf Presentation](#)

- 13.3. Authorization to Appoint a Retired Annuitant Based on a Critical Need in the Police Department Prior to the End of the CalPERS required 180-day waiting period following retirement. 169 - 200

CEQA Determination: Exempt
 Prepared By: Justin Tharp, Lieutenant
 Recommendation:
 Staff recommends approval of the attached resolution.

[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. Napa County Local Agency Formation Commission (LAFCO)
- H. Napa Valley Transportation Authority (NVTa)
- I. Napa County Watershed Information Center & Conservancy (WICC)
- J. Upper Valley Waste Management Agency
- K. Napa County Groundwater Sustainability Plan Advisory Committee
- L. Napa County Regional Climate Action Committee
- M. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for April 8, 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 March 20, 2025.

Erika Opp, Administrative Analyst

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, March 11, 2025 @ 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, Council Member Aaron Barak, Vice Mayor Michelle Deasy, and Council Member Kate Spadarotto

Absent: Council Member Billy Summers

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

- 4.1 Council Member Aaron Barak moved to adopt the agenda. The motion was seconded by Council Member Kate Spadarotto and on voice vote carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Aaron Barak, Vice Mayor Michelle Deasy, and Council Member Kate Spadarotto

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

5. APPROVAL OF MINUTES

- 5.1 Consideration and proposed approval of Regular Meeting Minutes of February 25, 2025.

Council Member Aaron Barak moved to approve the Regular Meeting Minutes of February 25, 2025. The motion was seconded by Council Member Kate Spadarotto and on voice vote carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Aaron Barak, Vice Mayor Michelle Deasy, and Council Member Kate Spadarotto

NOES: None

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ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

No public comment was made at the meeting. Public comment was received by email prior to the meeting from Kelly Wheaton, Daniel Hale, Philippa Ward, Elaine de Man and Christine Hale.

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

- 7.1 City Attorney Ethan Walsh noted that there was no reportable action from the Special Closed Session meeting of March 11, 2025.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

- 8.1 Napa County Presentation on Property Tax and Vehicle License Fee (VLF)

Tracy Schulze, Napa County Auditor/Controller and Bob Minahen, Napa County Treasurer/Tax Collector presented on the item.

9. STAFF BRIEFING

- 9.1 Provide project timeline for Main Street Sidewalk Rehabilitation Project (North of Adams St.) - Phase 1A

Public Works Director Joe Leach gave a brief update.

- 9.2 Staff to provide follow up to February 11, 2025 SMART Meter construction award authorization on a variety of questions from Council and Public.

Deputy City Manager, Lesley Milton presented on the follow up items.

10. CONSENT ITEMS

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

- 10.1 This item was pulled.

~~Approval of the City of St. Helena Statement of Community Values.~~

- 10.2 Consideration and approval of a resolution authorizing (1) a temporary closure of Adams Street and Library Lane on Sunday, June 15, 2025, from 6:00 a.m. to 6:00 p.m.; and (2) mobile food vendors to park and operate on Library Lane

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during the car show event; and (3) a permit allowing the possession of open alcoholic beverages on the closed portions of Adams Street and Library Lane for the Rianda House Car Show event.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.

- 10.3 Consideration of a resolution approving (1) a temporary closure of Adams Street from Friday, May 16, 2025, at 6:00 p.m., to Sunday, May 18, 2025, at 6:00 p.m.; and (2) authorizing possession of open alcoholic beverages on this public street for the Neighborhood Community Table Event scheduled for Saturday, May 17, 2025, from approximately 5:00 p.m. to 9:00 p.m.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends approval of the attached resolution.

- 10.4 Consideration of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, May 13, 2025, to consider objections to the proposed annexation of the property known as 1766 Sulphur Springs Avenue, St. Helena, CA (APN 009-350-024), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 151.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
It is recommended City Council approve the Resolution and set a Public Hearing for May 13, 2025, to consider objections to the proposed annexation of the property known as 1766 Sulphur Springs Ave (APN 009-350-024), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 151.

Council Member Kate Spadarotto moved to approve items 10.2 through 10.4. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Aaron Barak, Vice Mayor Michelle Deasy, and Council Member Kate Spadarotto
NOES: None
ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

- 10.1 Approval of the City of St. Helena Statement of Community Values.

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CEQA Determination: Not a CEQA project
Prepared By: Anil Comelo, City Manager
Recommendation:
Approve the City of St. Helena Statement of Community Values

Council had a brief discussion on the item and Mayor Dohring read the Statement of Community Values.

Public Comment was received by Jenny Ocon and Lorraine Stewart.

Council Member Aaron Barak moved to approve item 10.1. The motion was seconded by Council Member Kate Spadarotto and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Aaron Barak, Vice Mayor Michelle Deasy, and Council Member Kate Spadarotto
NOES: None
ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

11. PUBLIC HEARINGS

None.

12. OLD BUSINESS

- 12.1 Discussion and direction to have a non-voting City Council liaison to Water/Wastewater Advisory Committee.

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Discuss and assign a City Council member to the Water/Wastewater Advisory Committee as a non-voting liaison.

City Manager Comelo addressed the item.

Public Comment was made by Garry Rose.

Mayor Paul Dohring moved to appoint Vice Mayor Michelle Deasy as the City Council non-voting liaison to the Water/Wastewater Advisory Committee. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Aaron Barak, Vice Mayor

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Michelle Deasy, and Council Member Kate Spadarotto

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

- 12.2 Provide an Updated Analysis of the City's Revenues and Expenditures to Determine the Extent of the Structural Deficit.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

City Manager Anil Comelo made presentation of the item.

Public Comment was received by Mark Smithers, Garry Rose and Deanna Griffin.

City Council directed staff to collaborate with the Finance Committee to seek the committee's input on several items noted in the staff report, providing further clarity on the structural deficit, identifying revenue solutions and preparation for a potential ballot measure. Council would like to have the Finance Committee present a recommendation at the April 22nd meeting. In addition, staff will be preparing the first draft of the budget for an upcoming meeting May in which Council would like to have discussions with staff about addressing areas that are not currently not met.

- 12.3 Consider a Temporary Freeze on all New Hires, Salary Increases not Contractually Obligated, Reclassifications, and Discretionary Spending.

CEQA Determination: Not a CEQA project

Prepared By: Anil Comelo, City Manager

Recommendation:

Discuss and provide direction to staff

Administrative Services Director, Mandy Kellogg reported on the item.

Public Comment was made by Mark Smithers and Garry Rose.

Council Member Aaron Barak moved that the City adopt the recommendations outlined in the staff report, subject to a meet and confer with represented employee bargaining groups, while incorporating the core provisions of the original motion, instituting a temporary fiscal freeze as follows:

1. Hiring Freeze
 - o A temporary freeze on all new hires, except for positions recommended for immediate hiring in the staff report.

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- All other vacant positions will remain frozen unless the Council approves an exception based on clear justification.
- 2. Salary Increase Flexibility
 - A temporary freeze on salary increases that are not contractually obligated, with the exception of adjustments necessary as part of ongoing labor negotiations.
 - The City Council reserves the flexibility to approve salary adjustments that are negotiated to maintain competitiveness, retention, and workforce stability.
 - Any negotiated salary changes must be aligned with the City's long-term financial sustainability and presented for Council review and approval.
- 3. Reclassification Freeze
 - A temporary suspension of all employee reclassifications, with any exceptions requiring Council approval.
- 4. Discretionary Spending Freeze & Definition
 - Definition of Discretionary Spending:
 - Discretionary spending refers to non-essential expenditures that are not required for legal compliance, public safety, or the continued operation of essential city services (such as water, wastewater, and emergency response).
 - This includes, but is not limited to:
 - New programs, initiatives, or pilot projects not previously budgeted.
 - Non-essential capital improvements, equipment purchases, or facility upgrades.
 - Non-mandated consulting or professional services.
 - Travel, training, and conference expenses that are not legally required or critical for service delivery at the City Manager's discretion.
 - Special events, sponsorships, or non-essential community programming.
 - Discretionary Spending Freeze Implementation:
 - All discretionary expenditures are frozen unless explicitly aligned with an adopted strategic initiative or deemed critical to city operations.
 - Any discretionary expenditure exceeding \$10,000 must be reviewed and approved by the City Council.
 - Staff will provide a quarterly reporting on discretionary spending requests and any exceptions granted.
- 5. Council Authority for Exceptions
 - The City Council retains the authority to approve exceptions on a case-by-case basis for:
 - Public safety needs;
 - Legal compliance or liability mitigation;
 - Other urgent needs where inaction would result in

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significant harm to the City or its residents.

- All requests for exceptions must be submitted in writing and reviewed at a public meeting, with a clear justification for necessity.

6. Review and Duration

- This temporary freeze will remain in effect until the City's financial situation is clarified and sustainable funding solutions are in place to address the structural deficit.
- The Council will conduct a mid-year review by September 2025 to evaluate fiscal conditions and determine if modifications are necessary.

This motion ensures fiscal responsibility while providing necessary flexibility for labor negotiations, allowing the City to remain competitive in workforce retention and recruitment efforts.

The motion was seconded by Vice Mayor Michelle Deasy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Aaron Barak, Vice Mayor Michelle Deasy, and Council Member Kate Spadarotto

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

Mayor Dohring requested a motion to extend the meeting until 9:15 P.M.

Council Member Aaron Barak moved to extend the City Council meeting to 9:15 p.m. The motion was seconded by Vice Mayor Michelle Deasy and on voice vote carried by the following vote:

AYES: Mayor Paul Dohring, Council Member Aaron Barak, Vice Mayor Michelle Deasy, and Council Member Kate Spadarotto

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

12.4 Review options to reduce water and/or wastewater rates and provide feedback to staff.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

1. Staff will provide estimates of the magnitude of financial impact and possible rate reduction with which the City Council will be able to make informed

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decisions. Staff anticipates bringing the relevant data including results of the cost allocation study and rate reduction options to City Council on April 22, 2025.

2. Based on initial review of options, staff will likely recommend a combination of measures if the City Council continues to want a reduction in the Water/Wastewater Rates.

Director of Public Works, Joe Leach provided presentation.

Public comment was received by Garry Rose and Mark Smithers

Council was supportive of Staff's recommendations and asked to have the Water and Wastewater Advisory Committee take a look at advancing the rate study by a year.

13. NEW BUSINESS

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. Napa County Local Agency Formation Commission (LAFCO)
- H. Napa Valley Transportation Authority (NVTa)
- I. Napa County Watershed Information Center & Conservancy (WICC)
- J. Upper Valley Waste Management Agency
- K. Napa County Groundwater Sustainability Plan Advisory Committee
- L. Napa County Regional Climate Action Committee

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M. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 9:15 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

Community Wildfire Safety Program

St. Helena City Council Meeting

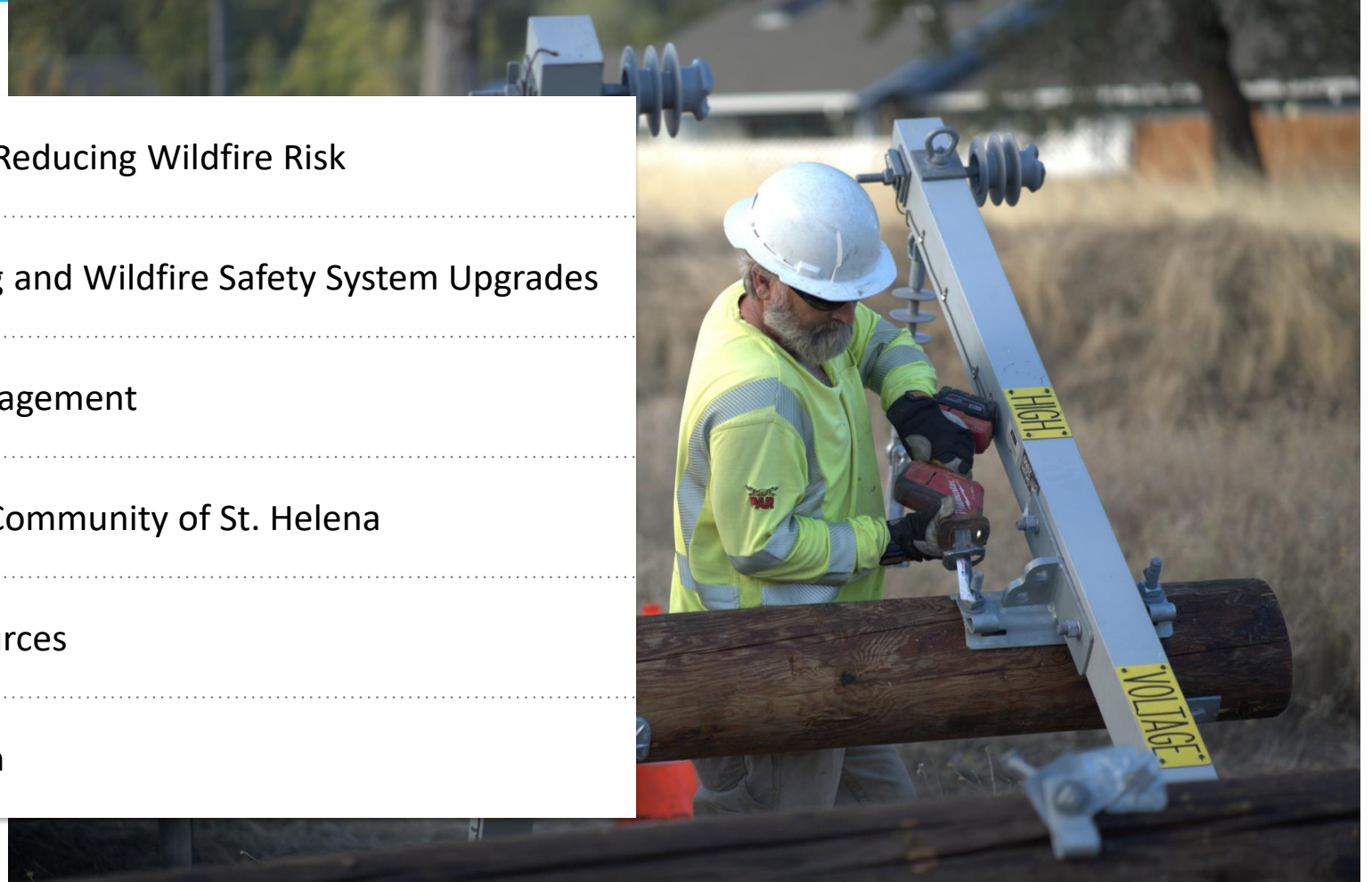
March 25, 2025





Topics For Discussion

- 1 Identifying and Reducing Wildfire Risk
- 2 Undergrounding and Wildfire Safety System Upgrades
- 3 Vegetation Management
- 4 Outages in the Community of St. Helena
- 5 Customer Resources
- 6 Open Discussion



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Identifying and Reducing Wildfire Risk





Layers of Wildfire Protection



Situational Awareness

- A New Tools and Technology:** Installed over 2,000 weather stations and high-definition cameras monitored by trained professionals to better predict and respond to wildfires and severe weather.



Operational Mitigations

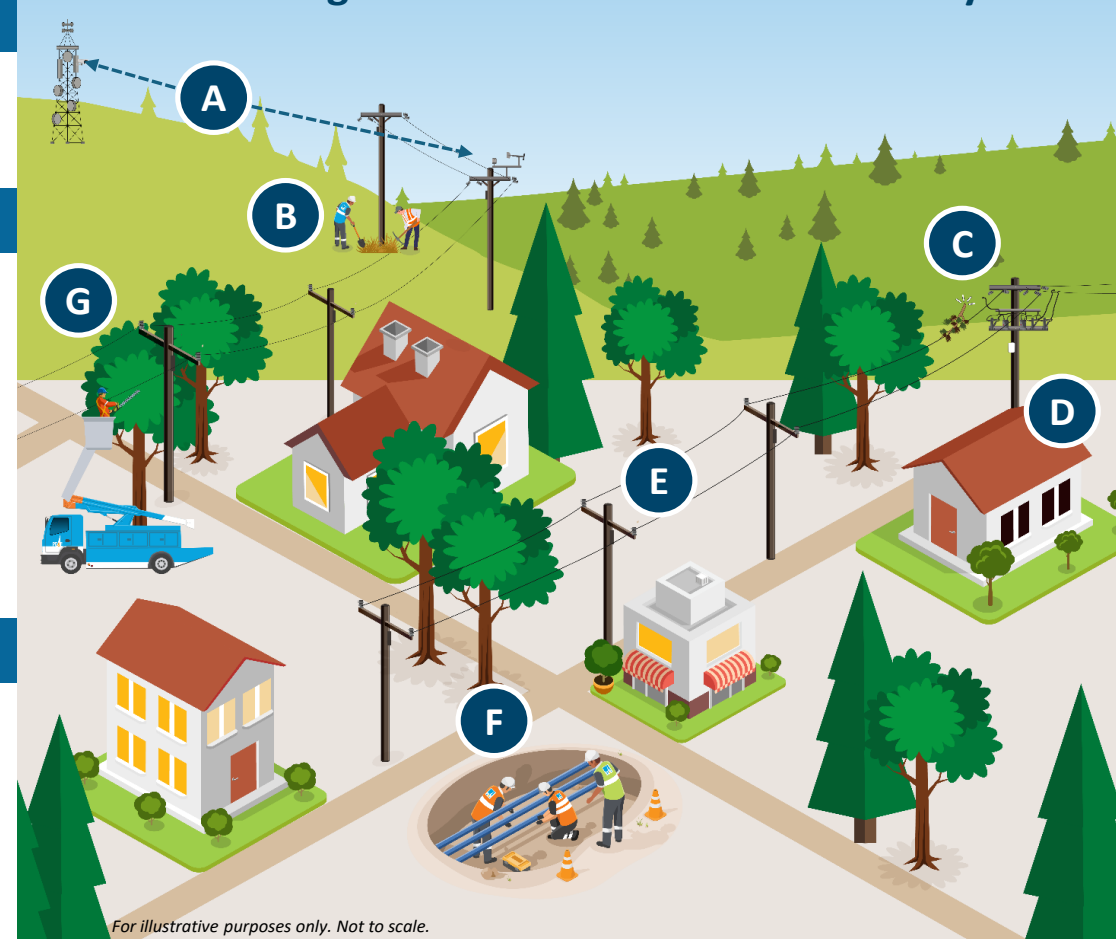
- B Safety and Infrastructure Protection Teams:** Deploying trained response professionals who protect PG&E equipment to increase safety and enhance community recovery.
- C Enhanced Powerline Safety Settings:** Installed on 44,000+ line miles and turned on during elevated wildfire risk to automatically shut off power within one-tenth of a second if a hazard is detected.
- D Public Safety Power Shutoff:** Turning off power for safety as a last resort during severe weather.



Resiliency Work

- E New, Strengthened Equipment:** Installing strong poles and covered powerlines on 1,900+ miles of overhead powerlines.
- F Undergrounding Powerlines:** Completing 10,000 miles of undergrounding in the highest wildfire risk areas.
- G Vegetation Management:** Removing or pruning 1 million+ trees per year to ensure they are a safe distance from powerlines.

Reducing Wildfire Risk in Your Community



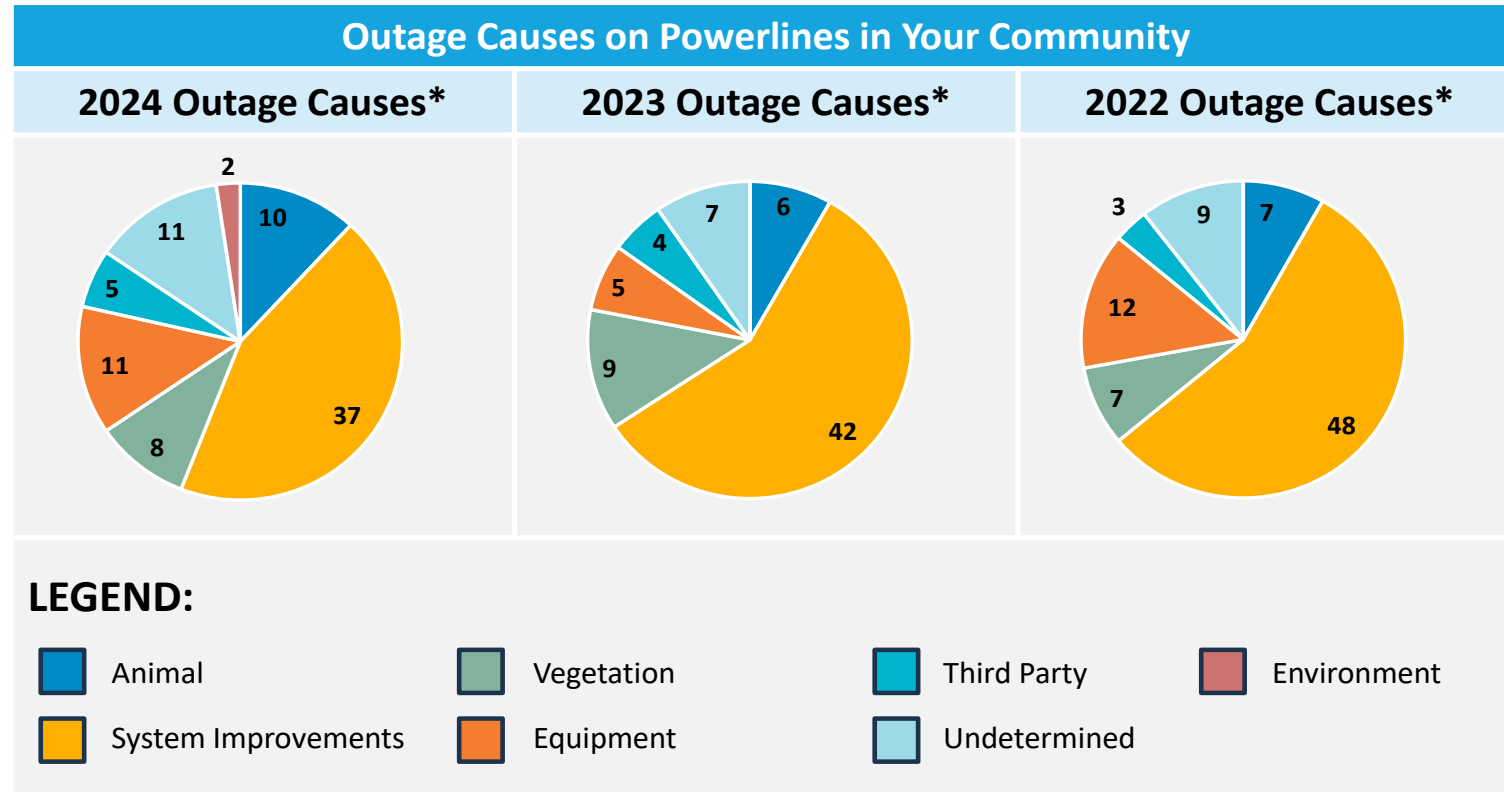
Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Outages in the Community of St. Helena





St. Helena Outage Experience



*YTD data through December 31, 2024.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



Improving Reliability in St. Helena

In response to your outages, we have taken steps to improve reliability in your community, such as:

- ✓ Installing **121** Gridscope devices help identify an outage cause and location.
- ✓ Installing **18** sets of fault indicators that allow us to restore power faster.
- ✓ Installing **two** switches to reduce the number of customers impacted during Public Safety Power Shutoffs.
- ✓ Installing an animal guard to protect customers from future animal-caused outages.
- ✓ Evaluating additional long-term solutions to minimize safety outages in your area. This includes relocating equipment that will sectionalize the powerline so fewer customers are impacted.
- ✓ Modifying safety settings to help reduce the number of customers impacted by an outage.
- ✓ Conducting detailed patrols to identify additional reliability improvements.
- ✓ Upgrade our powerlines to ensure they are working at capacity.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Undergrounding and Wildfire Safety System Upgrades





Prioritizing Undergrounding and System Upgrades to Have the Greatest Impact on Reducing Wildfire Risk

To accomplish this, we:

Use machine-learning based risk modeling and partner with wildfire analysis providers.

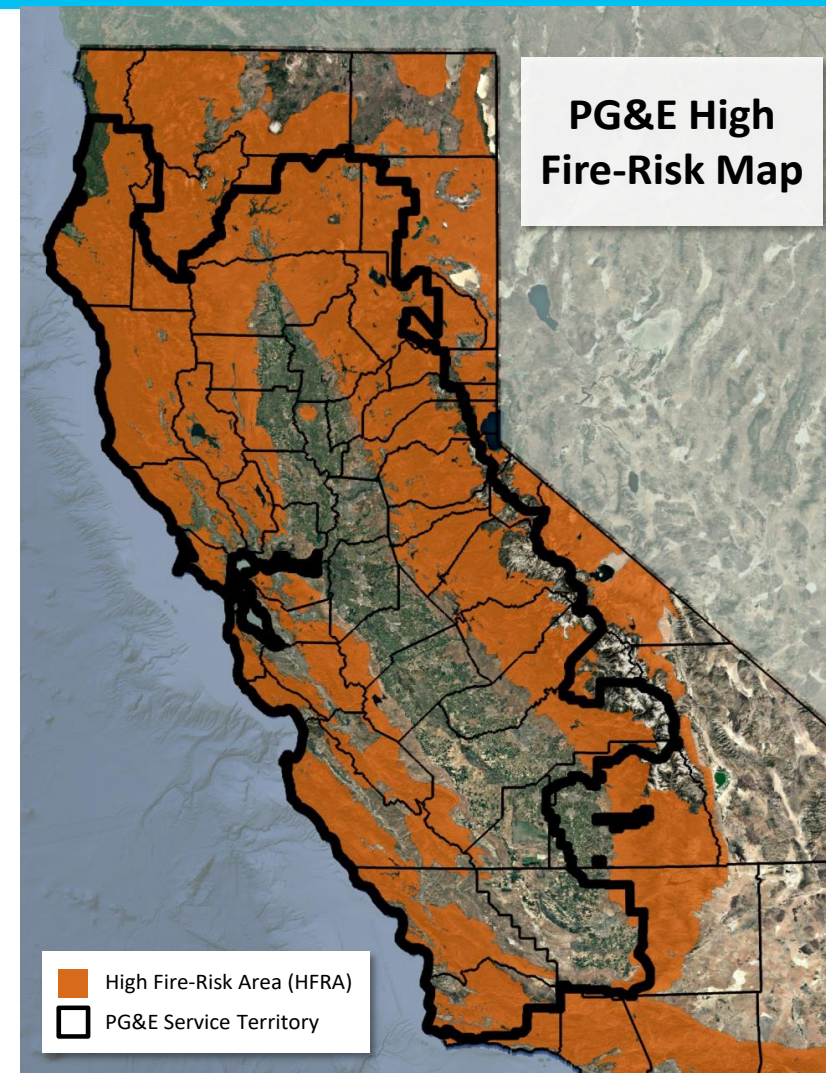
This modeling considers historic ignitions and other factors, such as:

- Vegetation
- Topography
- Condition of the electrical equipment

We also consider the:

- Probability of an ignition
- Consequences if a wildfire were to start in a specific location

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.





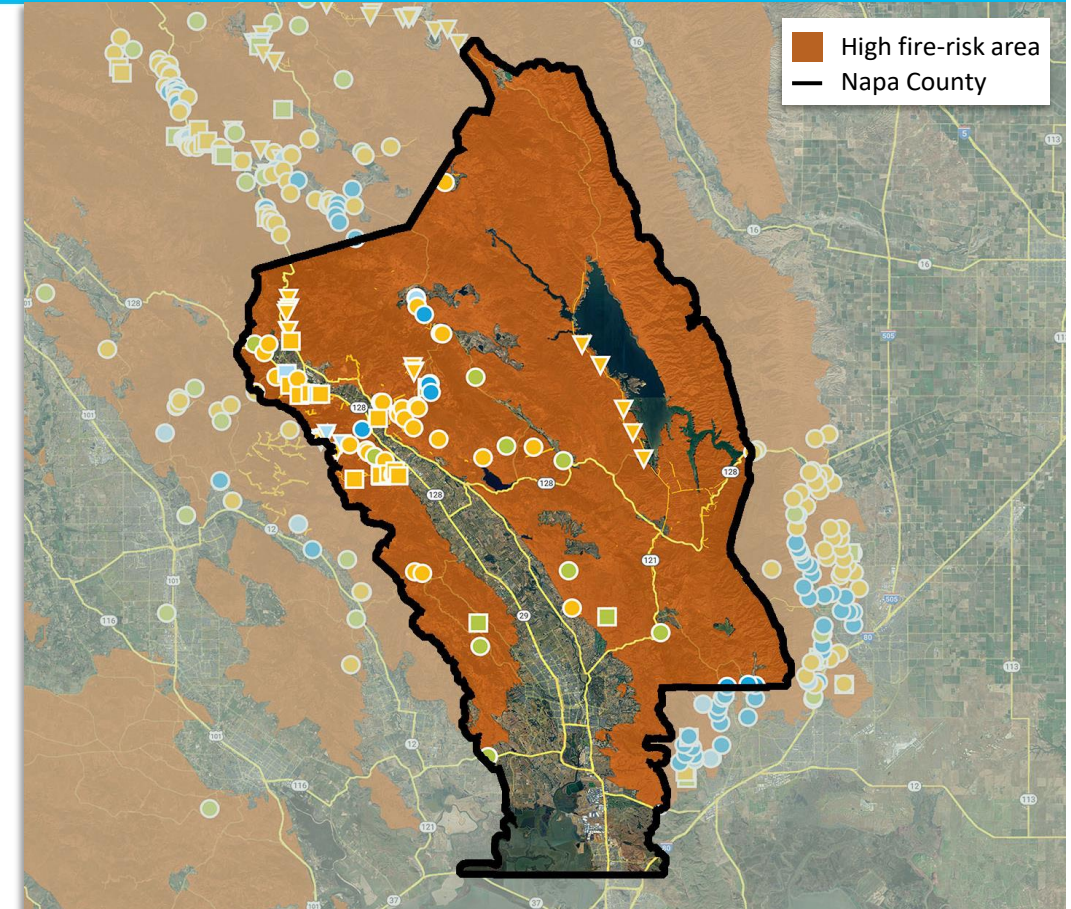
Undergrounding and System Upgrades in Napa County

	Undergrounding*	Strengthened Poles and Covered Lines	Line Removal
Completed through 2024	  ~6 mi.	 ~79 mi.	 ~2 mi.
Completed/Forecast in 2025	  ~45 mi.	 ~15 mi.	 <1 mi.
Forecast in 2026	  ~28 mi.	 ~17 mi.	 <1 mi.

*Light blue dots indicate Combination Hardening projects, which include Undergrounding and associated Strengthened Power Poles and Covered Powerlines and/or Line Removal mileage. Strengthened Power Poles and Covered Powerlines and Line Removal mileage totals are included in their respective columns.



Customers can learn more by visiting:
pge.com/undergrounding



Data as of 1/13/2025. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



Wildfire Safety System Upgrades in St. Helena

Miles completed
through 2024

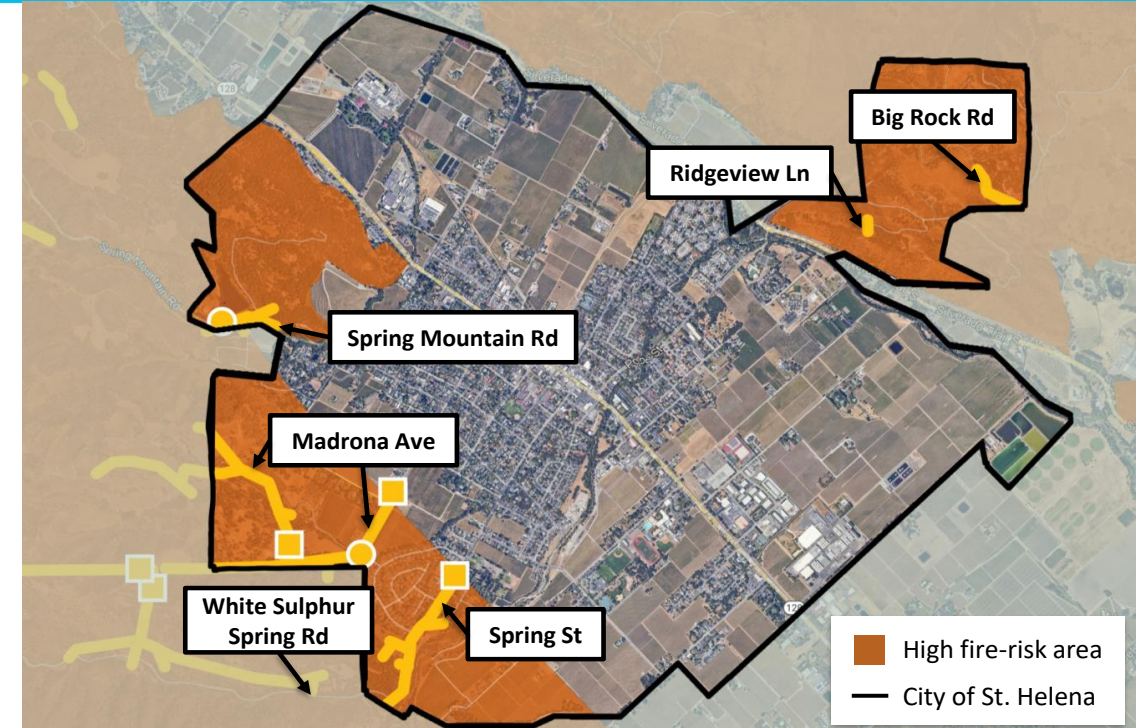
1

Miles complete/
forecast in 2025

2



To view an interactive map of undergrounding and other wildfire safety work throughout our service area, please visit pge.com/wildfiresafety-upgrades



MAP LEGEND*



2018-2024 Strengthened Poles and Covered Powerlines Completed



2025 Strengthened Poles and Covered Powerlines Forecast

Totals may include mileage from Combination Hardening projects with strengthened poles and powerlines.

Data as of 1/13/25. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

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Undergrounding Near Adventist Health St. Helena Hospital

We are completing a series of undergrounding projects in 2025 and 2026 that will serve the Adventist Health St. Helena Hospital.

Miles complete/
forecast in 2025

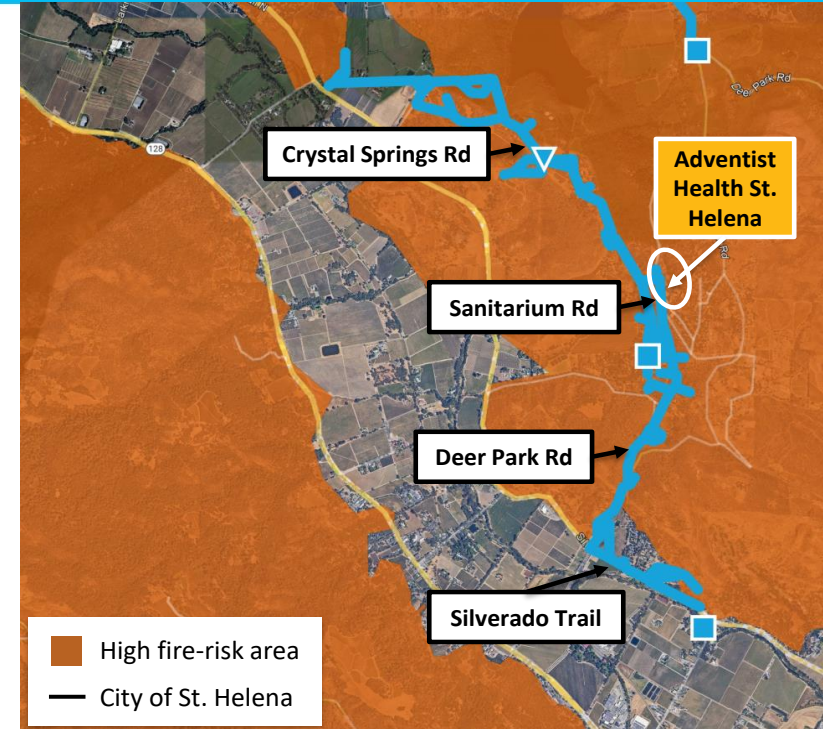
7

Miles forecast
in 2026

4



To view an interactive map of undergrounding and other wildfire safety work throughout our service area, please visit pge.com/wildfiresafety-upgrades



MAP LEGEND*

2025 Undergrounding Complete/Forecast 2026 Undergrounding Forecast

Totals may include mileage from Combination Hardening projects with strengthened poles and powerlines.

Data as of 1/13/25. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



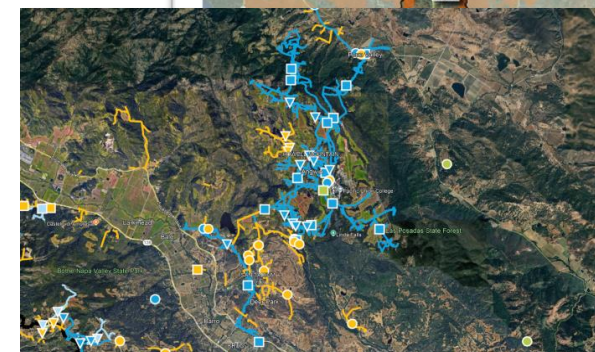
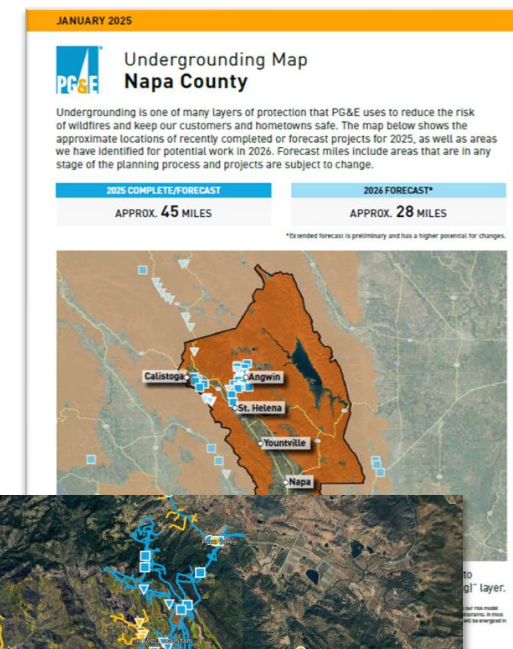
Undergrounding Data Sharing Portal

The Data Sharing Portal holds our **latest undergrounding and wildfire safety system upgrades** workplan updates.

The portal is updated quarterly and includes:

- Individual PDF city/county maps (undergrounding)
- An interactive KMZ map and key (undergrounding, strengthened power poles and covered powerlines and line removal)
- A workplan spreadsheet with project-specific details (undergrounding, strengthened power poles and covered powerlines and line removal)

i To request access to the portal, email undergrounding@pge.com



PDF map and KMZ screenshot
Data as of 1/13/2025

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

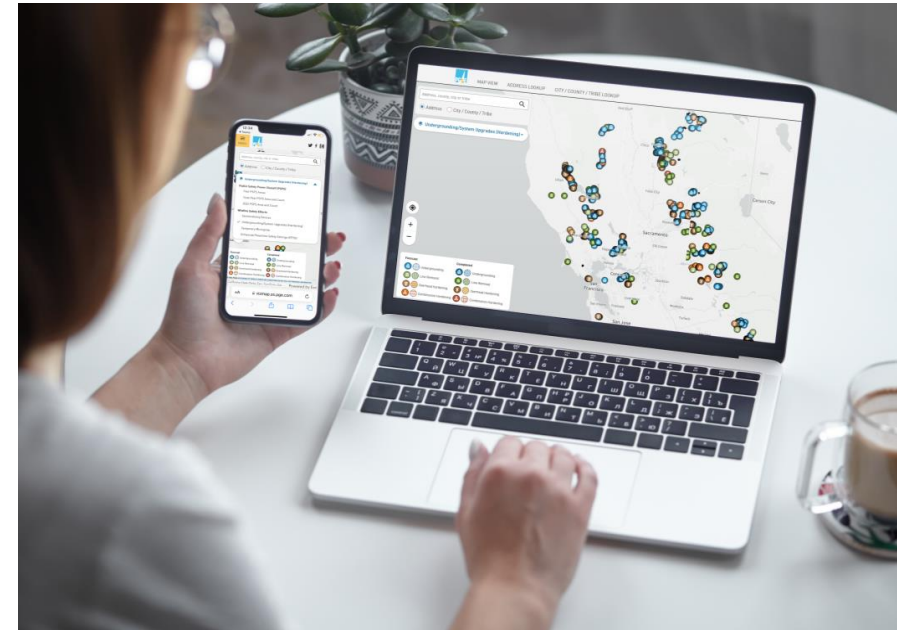


Wildfire Safety Progress Map Overview

The Wildfire Safety Progress Map is a comprehensive, interactive map of PG&E's wildfire safety work and progress.

Today, the map shows the following:

- System Upgrades (Hardening)
 - Installing Strengthened Poles and Covered Powerlines
 - Undergrounding
 - Line Removal
 - (NEW) Traffic Alerts
 - (NEW) Road Restoration Status
- Sectionalizing Devices
- Temporary Microgrids
- Enhanced Powerline Safety Settings (EPSS)
- Public Safety Power Shutoffs (PSPS)
- (NEW) High Fire-Risk Area (HFRA)
- Customer Assistance Programs
 - Self-Generation Incentive Program (SGIP)
 - Permanent Battery Storage Rebate (PBSR)
 - (NEW) Portable Battery Program (PBP)



Visit pge.com/progressmap to learn more

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



Undergrounding and System Upgrades Website Update

We recently launched a new and improved undergrounding and system upgrades webpage for customers and external stakeholders.

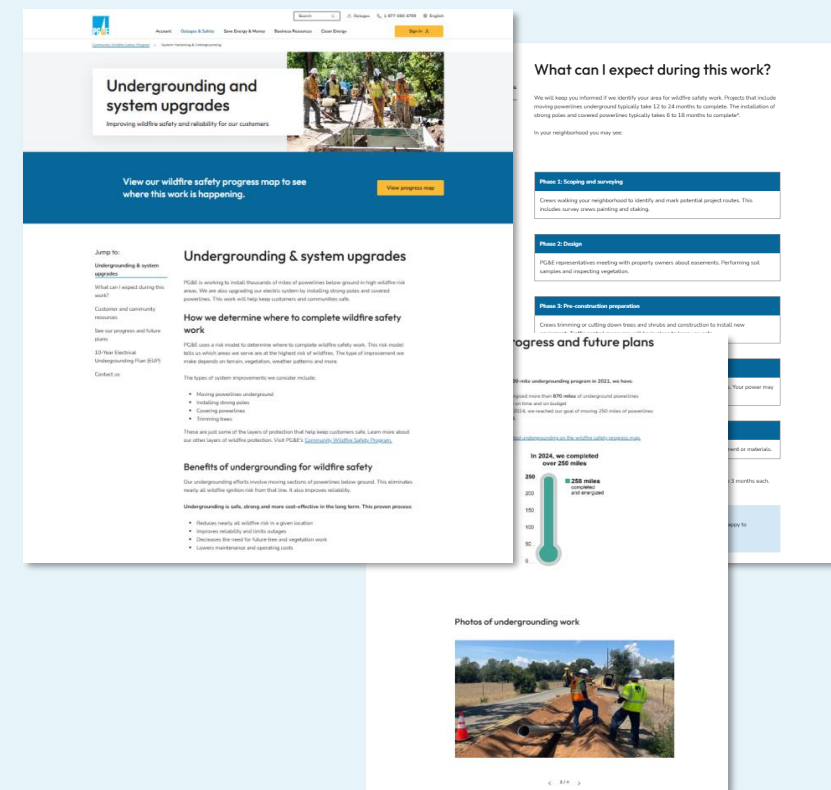
Recent Update: Expanded Depth of Information and Improved Navigation

- New content related to all hardening methods (undergrounding, strengthened power poles and covered powerlines and line removal)
- New and updated FAQs to reflect commonly-asked questions and customer feedback
- Updated navigation



Customers can explore the new site by visiting: pge.com/undergrounding

Undergrounding and System Upgrades Pages



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Vegetation Management





Keeping Trees Away from Powerlines

When trees are too close to overhead powerlines, they can cause a power outage or a wildfire.

That's why each year we:

- ✓ Inspect ~100,000 miles of powerlines
- ✓ Perform additional inspections in areas with increased wildfire risk
- ✓ Trim or cut down more than 1 million trees that pose a safety concern
- ✓ Address dead, dying or hazardous trees



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

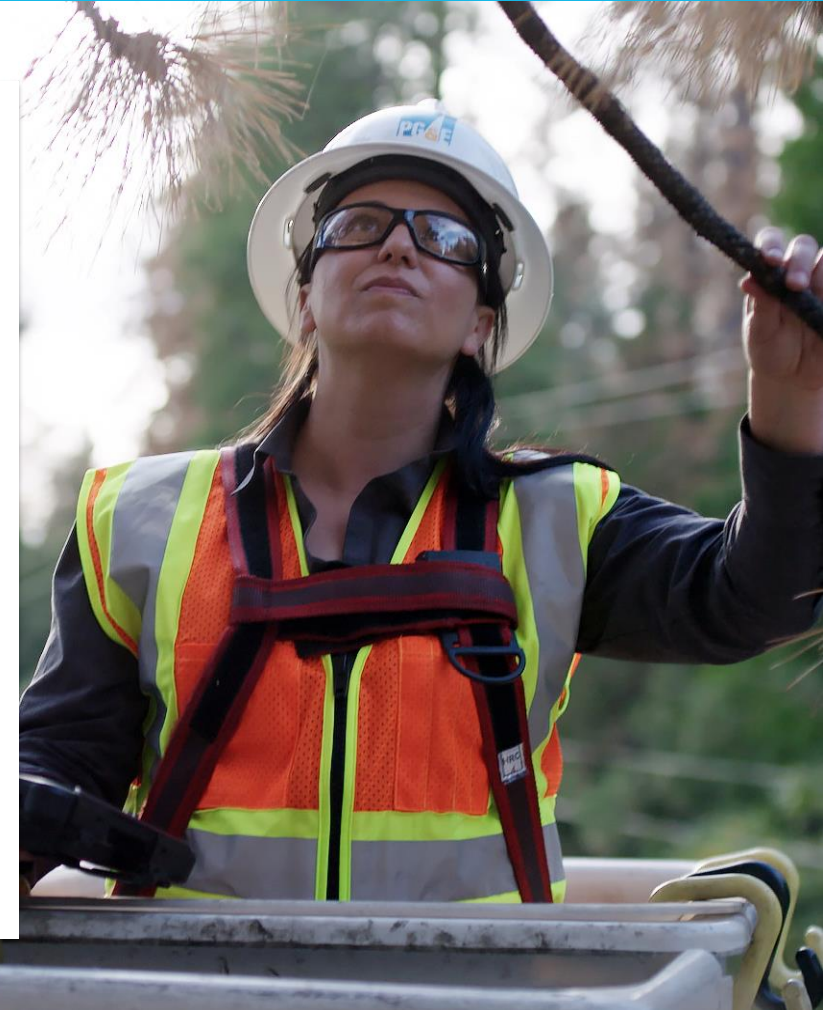


Additional Vegetation Work to Keep Your Community Safe

We also reduce wildfire risk through additional vegetation work.

This year, across our service area, we are:

- ✓ Reviewing and cutting down trees that pose a safety concern
- ✓ Conducting additional inspections in high fire-risk areas near circuits with an increased risk for vegetation-caused outages
- ✓ Trimming additional trees near circuits that have experienced a high volume of vegetation-caused power outages



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

18



Vegetation Management Work in Your Community

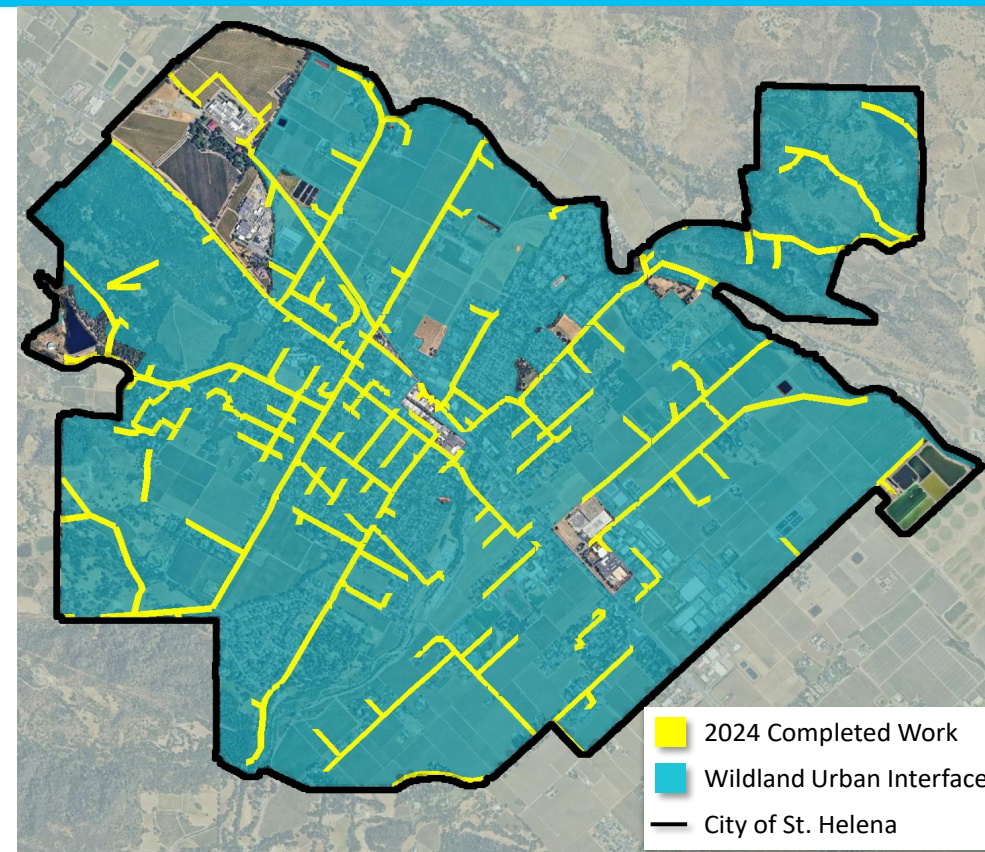
In 2024, we performed routine vegetation management and additional wildfire prevention work through our enhanced programs.

2024 Work Completed:

**~40
miles**



**~700
trees**



Customers can learn more at pge.com/trees.

Data as of 3/19/2025. Locations are approximate and may overlap. Local work plans are subject to change due to weather, access or other schedule constraints.

*Includes miles in areas with increased wildfire risk that will be inspected multiple times.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



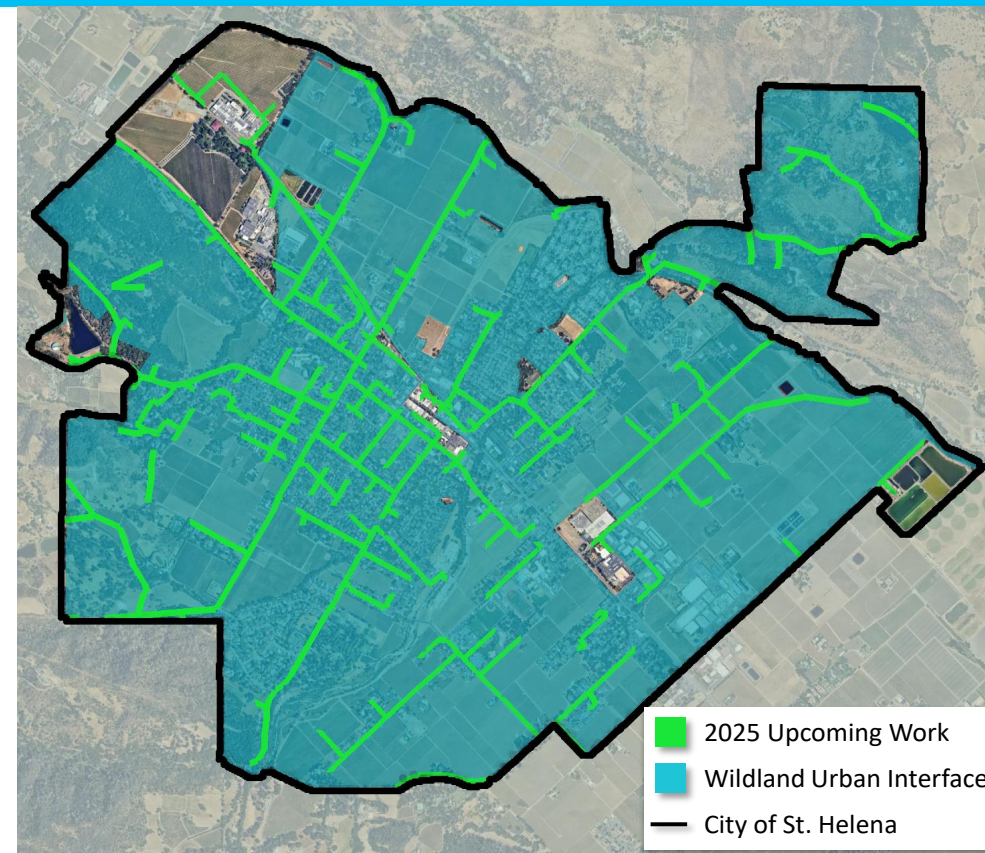
Vegetation Management Work in Your Community

We continue to conduct vegetation management work in your community. Additional inspections and work will be performed as needed.

2025 Work Planned

City of
St. Helena

**~30
miles**



Customers can learn more at pge.com/trees.

Data as of 3/19/2025. Locations are approximate and may overlap. Local work plans are subject to change due to weather, access or other schedule constraints.

*Includes miles in areas with increased wildfire risk that will be inspected multiple times.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



What Customers Can Expect During This Work

- ① **Receiving contact attempts** if their property will be impacted
- ② **Inspecting** powerlines for potential vegetation safety concerns
- ③ **Trimming or cutting down trees** as needed for safety
- ④ **Chipping and hauling away** small debris where possible, and placing larger wood in a safe location on site
- ⑤ **Conducting safety and quality checks** through follow-up inspections



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



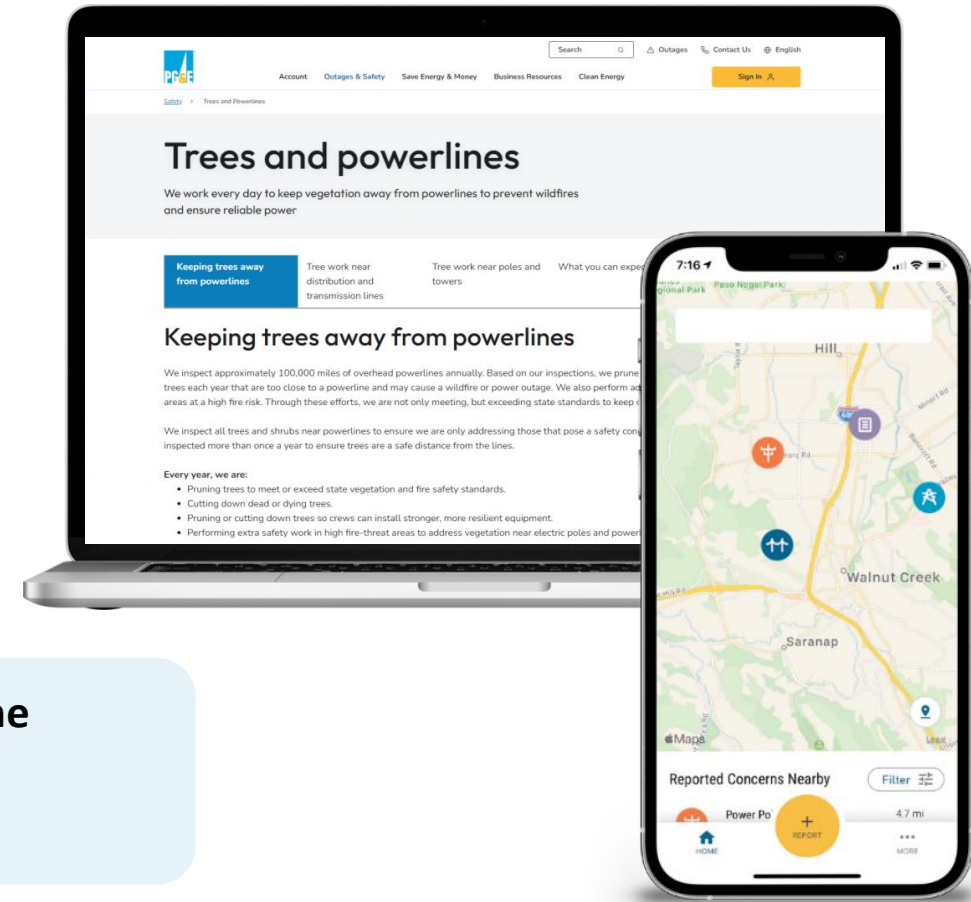
Vegetation Management Community Resources

Customers can learn more about our efforts to keep trees away from powerlines by:

- ✓ Visiting pge.com/trees
- ✓ Calling 1-800-564-5080
- ✓ Emailing treesafety@pge.com

Report non-emergency safety concerns via the “PG&E Report It” app

- Download the safety app at pge.com/reportit



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Customer Resources





Customer Resources and Support for Wildfire Safety Outages

Portable Battery Program

Supporting eligible customers with fully subsidized portable battery solutions



pge.com/portablebattery

Disability Disaster Access and Resources

Emergency preparedness planning, portable batteries and support for customers requiring additional accommodations



pge.com/ddar

Generator and Battery Rebate Program

Rebates for eligible customers to purchase a qualified generator or battery



pge.com/gbrp

Permanent Battery Storage Rebate Program

Rebates to help customers save on energy storage systems for their residence or business



pge.com/permanentbatterystorage

Self-Generation Incentive Program

Rebates to help customers save on energy storage systems for their residence or business



pge.com/sgip

Residential Storage Initiative

Permanent, long-term backup power solutions for the most impacted customers

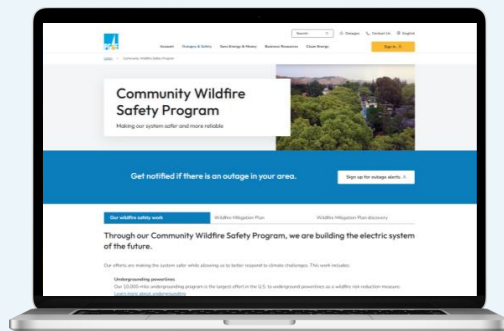


pge.com/residentialstorageinitiative

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



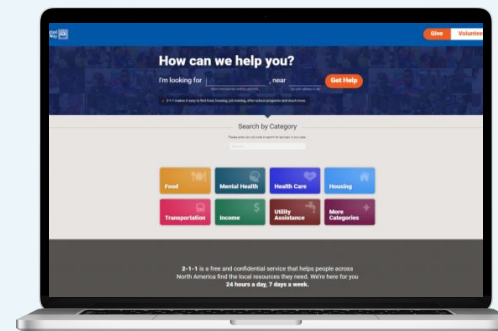
Additional Resources



Wildfire Safety

Information on wildfire prevention efforts

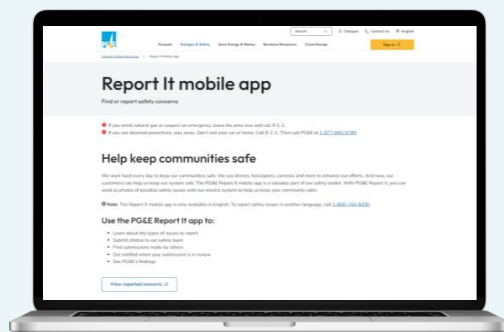
 pge.com/wildfiresafety



California 211 Providers Network

Free and confidential support and resources via calls or texts to 211

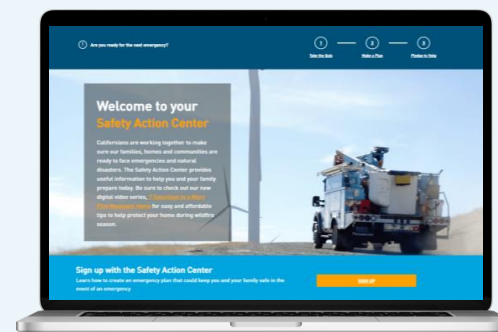
 211ca.org



Report It App

Submit photos of non-emergency potential safety concerns

 pge.com/reportit



Safety Action Center

Create an emergency safety plan to keep you and your family safe

 safetyactioncenter.pge.com

Dedicated wildfire safety contacts: Hotline: 1-866-743-6589 | Email: wildfiresafety@pge.com

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.



Right Tree, Right Place Overview

Planting vegetation in the right place can help reduce power outages, prevent wildfires and maintain reliable service.

We want to work with you to:

- ✓ Help customers practice safe planting near overhead and underground utilities
- ✓ Partner on educational events and provide safe planting resources for your community
- ✓ Maintain green space and potentially donate trees and plants on a case-by-case basis

For partnership opportunities, email us at **PGERightTreeRightPlace@pge.com**.



i Customers can learn more at **pge.com/righttreerightplace**.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Open Discussion



Thank you



Active Transportation and Sustainability Committee (ATSC)

Report to City Council

We make recommendations to Council on changes to our transportation network to be safer and more convenient for all modes of transportation and changes to using our material resources more efficiently and environmentally friendly

March 25, 2025





Major Previous Accomplishments

1. Vine Trail Alignment in St. Helena
2. Update to Municipal Code to allow for certain traffic calming measures
3. Ban on Gas-Powered Leaf Blowers
4. Ban on Round-Up Pesticide Use by City



Other Previous Accomplishments

1. Switch from Plastic to Paper Bags in Stores
2. Madrona/Kearney Intersection Improvements
3. Disposable Tableware for Restaurants
4. Smart Water Meters
5. EV Chargers in Oak Parking Lot
6. Lawn Replacement Incentives
7. Streets Master Plan



Upcoming Work Plan

1. Pope/Main/Mitchell Intersection Improvements
 2. Sidewalk Improvement Incentive Plan
 3. Spring Street Striping
-



Thank You!

Mayor **Paul Dohring**

Assistant Director **Eric Janzen**

Administrative Assistant **Rebecca White**



Agenda Report to the City Council

Agenda Section: STAFF BRIEFING

Department: Public Works

DATE:	March 25, 2025
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	State Water Project informational update regarding water quality and availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to inform Council of water quality and availability issues related to the State Water Project and City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

Public Works meets with all of the Napa County water operators each month to discuss issues related the State Water Project. There have been some recent discussion regarding the State Water project that directly affects St. Helena.

The City receives water from the State Water Project by way of our intertie with the City of Napa. City of Napa processes State Water at their Jamieson Water Treatment Plant (WTP). There have been some recent changes at both the Jamieson WTP and the State Water Project which could negatively affect water quality in St. Helena starting in April.

The City of Napa recently reported that State Water has had elevated concentrations of Total Organic Carbon (TOC). This has been likely triggered by our wet February. American Canyon also reported that State Water delivered via Vallejo has also had high Turbidity. Both of these issues can result in poor taste and odor issues even after treatment.

DISCUSSION:

Low water quality has not yet had a direct impact on St. Helena because City of Napa has been relying heavily on the Hennessey reservoir as the principal water source while they perform maintenance on the Jamieson WTP. Hennessey water quality is not influenced by the State Water project so City of Napa water quality has been good this Winter with the added bonus of elevated water pressure for up-valley customers including St. Helena. This is changing.

Work at the Jamieson WTP was completed on March 15. State Water quality is expected to remain poor. Spring snow melt is expected to increase volume but degrade quality of State Water further. City of Napa expects to receive lower quality raw water this Spring which they will be processing at Jamieson WTP and sending to all of their customers including St. Helena.

Public Works anticipates reduced water quality and pressure at the Rutherford pump station starting March 22. Even though this water will meet all State drinking water standards, it is likely that the City will receive taste and odor complaints. Public Works Utilities Division staff are prepared to manage the anticipated drop in water quality but issues are still likely to arise.

On a brighter note, State Water supply for Northern California is optimistic. Lake Oroville is full and spilling water. San Luis Reservoir (where Napa County water is stored "on paper") is at 940 thousand acre-feet (up from 900 thousand acre feet in January) and has not spilled. This "extra" water has resulted in an increased annual allocation of State water to Napa County of 55%.

ENVIRONMENTAL REVIEW: Not a CEQA project.

GOAL:

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



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	March 25, 2025
FROM:	Lesley Milton, Deputy City Manager
SUBJECT:	Authorization of outstanding payments of invoices totaling \$8,568 for a total cost of \$33,568 to TK Elevator for services related to the flood damage repair and restoration of the Carnegie Building elevator.
RECOMMENDED ACTION:	Staff recommends that the City Council authorize outstanding payments of invoices totaling \$8,568 for a total cost of \$33,568 to TK Elevator for services related to the repair and restoration of the Carnegie Building elevator.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To authorize payment of invoices totaling \$33,568 to TK Elevator for services related to the repair and restoration of the Carnegie Building elevator due to damage from flooding.
FINANCIAL IMPACT:	The total financial impact is \$33,568, of which \$25,000 has already been expended. The remaining balance of \$8,568 will be covered by existing funds available in the current Operating Budget under GL Account 101-50-06-21-45. As a result, no additional budget appropriation is required.

BACKGROUND:

The Carnegie Building has experienced ongoing flooding problems, significantly impacting facility operations. Specifically, in 2023, flooding led to the decommissioning of the elevator, rendering the building non-compliant with ADA accessibility requirements and severely limiting public usability.

In response, the City contracted with Hughes Construction in 2024 to rehabilitate and waterproof the elevator pit, addressing persistent water intrusion issues. Due to the specialized nature of elevator systems, TK Elevator Corporation was required to provide inspection services during rehabilitation. Elevator inspections mandate technicians specifically certified and trained by the elevator manufacturer, as third-party inspectors lack qualifications to assess certain proprietary internal components.

Utilizing TK Elevator's expertise ensured accurate, reliable, and comprehensive inspections, crucial to restoring elevator functionality. Completing this work has been essential in maintaining equitable access to the Carnegie Building and preserving its operational status for public use.

DISCUSSION:

The City's purchasing threshold is \$25,000, and while staff initially anticipated the repair work to remain within the approved budget, the final invoices for TK Elevator's services have exceeded this amount, requiring City Council authorization to process payment.

The breakdown of the costs is as follows:

- TK Elevator Services (standby for water removal and troubleshooting damage): \$33,568
- Total Requested Authorization: \$33,568

Of the \$33,568, there are two outstanding invoices as follows that have exceeded the \$25,000 threshold:

Invoice Number	Invoice Date	Due Date	Amount Due
6000749136	09/23/24	09/23/24	5,712
6000754274	10/16/24	10/16/24	2,856
Total Amount Due			8,568

The repair and restoration of the Carnegie Building elevator were necessary to maintain ADA accessibility and public functionality of the facility. Staff confirms that the necessary funds are already budgeted and requests City Council authorization to proceed with outstanding payments totaling \$8,568 for a total not to exceed \$33,568 to TK Elevator.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

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

DOCUMENTS ATTACHMENTS:

[Resolution - TK Elevator Payment Authorization](#)
[6000749136](#)
[6000754274](#)

CITY OF ST. HELENA**RESOLUTION NO. 2025-**

**APPROVAL OF A RESOLUTION AUTHORIZING PAYMENT OF INVOICES
TOTALING \$33,568 TO TK ELEVATOR FOR SERVICES RELATED TO THE
REPAIR AND RESTORATION OF THE CARNEGIE BUILDING ELEVATOR
DUE TO DAMAGE FROM FLOODING.**

RECITALS

- A. An operating elevator at Carnegie Building is critical for equitable public access of the building and for ADA compliance requirements; and
- B. In 2023, the elevator was decommissioned due to persistent flooding that impacted the elevator shaft; and
- C. In 2024, the City contracted with Hughes Construction to rehabilitate and seal the elevator pit; and
- D. TK Elevator was required to provide standby services for water removal and troubleshoot damage caused by the water intrusion; and
- E. TK Elevator's services were essential to restoring the elevator to operational status; and
- F. Staff is requesting authorization of payments totaling \$8,568 which places the total not-to-exceed cost for the repairs at \$33,568, which is above staff's \$25,000 purchasing threshold; and
- G. The necessary funds required to pay the invoices to TK Elevator are already budgeted for this work.

RESOLUTION

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

1. Authorizes the payment of the outstanding invoices totaling \$8,568, for a total cost of \$33,568, to TK Elevator for services related to the repair and restoration of the Carnegie Building elevator.
2. Funding is as follows:

Funding Details	Fund	GL Account	Amount
Previously Authorized in FY 2024-25 Operating Budget	General Fund	101-50-06-21-45	33,568
Total			33,568

Approved at a Regular Meeting of the St. Helena City Council on
March 25, 2025, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Michelle Deasy: _____

Council Member Billy Summers: _____

Council Member Aaron Barak: _____

Council Member Kate Spadarotto: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

City Clerk



TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE

INVOICE DATE:	09/23/2024
CUSTOMER #:	136929
REPAIR #:	1258286
INVOICE #:	6000749136
PO #:	SIGNED WO
OPPORTUNITY ID:	ACIA-27LBAWV
TERMS:	IMMEDIATE
TOTAL DUE:	5,712.00

TO VIEW AND PAY ONLINE GO TO:	https://tkelevator.billtrust.com
USE THIS ENROLLMENT TOKEN:	PHG QKP FQZ

ATTN: ACCOUNTS PAYABLE
CITY OF ST HELENA
1480 MAIN ST
SAINT HELENA CA 94574-1854



CREDIT CARD SURCHARGE and LATE FEES.
As banks continue to raise their credit card processing costs charged to merchants, it has become necessary to add a surcharge fee for credit card payments made on our billing and payments portal. Effective February 12, 2024, a 3% surcharge will be applied to credit card payments.
To avoid the surcharge fee, simply pay using ACH via our billing and payments portal: [TKELEVATOR.BILLTRUST.COM](https://tkelevator.billtrust.com).
Additionally, interest fees may be applied to all late payments. To avoid any interest fees on late payments, please set up AutoPay in your online billing account settings for quick and easy recurring payments.

ITEM	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
	OAKLAND BRANCH				
	Ship To: CARNEGIE LIBRARY 1360 OAK AVE, SAINT HELENA, CA				
	Serial #: US276116 Unit: 1				
	TK ELEVATOR TO PROVIDE A CREW TO RAISE THE ELEVATOR FOR 3RD PARTY VENDORS TO PERFORM ADDT'L WORK				
L06002	Labor Repair Scheduled Overtime	4	Hour	\$672.00	\$2,688.00
L06002	Labor Repair Scheduled Overtime	4	Hour	\$756.00	\$3,024.00
AMOUNT		SALES TAX		SUBTOTAL	
\$5,712.00		\$0.00		\$5,712.00	
		LESS DEPOSIT		PLEASE PAY THIS AMOUNT	
		\$0.00		\$5,712.00	

For Service Related or General Questions, please call 510-476-1900. For Billing or Payment Questions, please call 678-904-3020.

RETURN THIS PORTION WITH YOUR PAYMENT



TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE DATE:	09/23/2024
CUSTOMER #:	136929
REPAIR #:	1258286
INVOICE #:	6000749136
PO #:	SIGNED WO
OPPORTUNITY ID:	ACIA-27LBAWV
TERMS:	IMMEDIATE
TOTAL DUE:	5,712.00

Amount Enclosed: \$ _____

Payment Method		
☐ Personal Check Enclosed	☐ Money Order Enclosed	☐ Cashiers Check Enclosed
Please Make Check Payment To: TK Elevator Corporation		

REMIT PAYMENT TO:

TK Elevator Corporation
PO BOX 3796
CAROL STREAM, IL 60132-3796



TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE

INVOICE DATE:	10/16/2024
CUSTOMER #:	136929
REPAIR #:	1219681
INVOICE #:	6000754274
PO #:	SIGNED WO
OPPORTUNITY ID:	ACIA-262FO8D
TERMS:	IMMEDIATE
TOTAL DUE:	2,856.00

TO VIEW AND PAY ONLINE GO TO:	https://tkelevator.billtrust.com
USE THIS ENROLLMENT TOKEN:	PHG QKP FQZ

ATTN: ACCOUNTS PAYABLE
CITY OF ST HELENA
1480 MAIN ST
SAINT HELENA CA 94574-1854



CREDIT CARD SURCHARGE and LATE FEES.
As banks continue to raise their credit card processing costs charged to merchants, it has become necessary to add a surcharge fee for credit card payments made on our billing and payments portal. Effective February 12, 2024, a 3% surcharge will be applied to credit card payments.
To avoid the surcharge fee, simply pay using ACH via our billing and payments portal: [TKELEVATOR.BILLTRUST.COM](https://tkelevator.billtrust.com).
Additionally, interest fees may be applied to all late payments. To avoid any interest fees on late payments, please set up AutoPay in your online billing account settings for quick and easy recurring payments.

ITEM	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
	OAKLAND BRANCH				
	Ship To: CARNEGIE LIBRARY 1360 OAK AVE, SAINT HELENA, CA				
	Serial #: US276116 Unit: 1				
	TK Elevator mechanic will be onsite to provide standby for water removal and begin troubleshooting for any damage caused by water.				
L06001	Labor Repair Daytime	1.75	Hour	\$672.00	\$1,176.00
L13001	Travel Repair Daytime	2.5	Hour	\$672.00	\$1,680.00
AMOUNT		SALES TAX		SUBTOTAL	
\$2,856.00		\$0.00		\$2,856.00	
		LESS DEPOSIT		PLEASE PAY THIS AMOUNT	
		\$0.00		\$2,856.00	

For Service Related or General Questions, please call 510-476-1900. For Billing or Payment Questions, please call 678-904-3020.

RETURN THIS PORTION WITH YOUR PAYMENT



TK Elevator Corporation
3100 Interstate North Cir SE Ste 500
Atlanta, GA 30339-2227

INVOICE DATE:	10/16/2024
CUSTOMER #:	136929
REPAIR #:	1219681
INVOICE #:	6000754274
PO #:	SIGNED WO
OPPORTUNITY ID:	ACIA-262FO8D
TERMS:	IMMEDIATE
TOTAL DUE:	2,856.00

Amount Enclosed: \$ _____

Payment Method		
☐ Personal Check Enclosed	☐ Money Order Enclosed	☐ Cashiers Check Enclosed
Please Make Check Payment To:		
TK Elevator Corporation		

REMIT PAYMENT TO:

TK Elevator Corporation
PO BOX 3796
CAROL STREAM, IL 60132-3796



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	March 25, 2025
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	February 2025 Review and Forecasting of City Water Supply Availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City of St. Helena publishes a monthly water report on the City website (www.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 January 2025. The water produced for February 2025 is down by 32% when compared to February 2024 and is down by 14% compared to the average of February 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	February 2024 (Acre-Feet)	February 2025 (Acre-Feet)
Bell Canyon	38	1.36	16.85
Stonebridge Wells	8	61.07	11.96
Napa Water	37	43.11	42.96
Total	83	105.54	71.77

- Percent change from February 2024: -32%
- Percent change from average of February 2018 - 2020: -14%

Bell Canyon Reservoir

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

As of March 1, 2025, Bell Canyon Reservoir elevation was at 421.20 feet representing approximately 2,323.05 acre feet (AF) and 97.5% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 AF 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 March 1st in 2023, 2024, and 2025.

Year	2023	2024	2025
Bell Canyon Elevation Level	422 Ft.	422 Ft.	421.20 Ft.
Acre Feet	2,383.69 AF	2,383.69 AF	2,323.05 AF
Percent Capacity	100%	100%	97.5%

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 AF, significantly above the 1,481 AF 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 February 2025, Rutherford Pump Station was producing an average of 0.49 MG/day for a total of 42.96 AF for the month.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

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

DOCUMENTS ATTACHMENTS:

[MWR February 1-28 2025](#)

[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: __

February 1-28, 2025

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	16.85	11.96	0.00	42.96	-0.44
AMOUNT PRODUCED in MG	5.49	3.90	0.00	13.99	-0.14
PERCENT	23.6%	16.8%		60.2%	-0.6%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	23.38 MG	34.38 MG
MAXIMUM DAILY PRODUCED	n/a MG	n/a MG
MINIMUM DAILY PRODUCED	n/a MG	n/a MG
AVERAGE DAILY PRODUCED	0.83 MG	1.18 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	227.61 AF	29.0%	223.10 AF	22.8%
	74.14 MG		72.67 MG	
NAPA WATER	328.62 AF	41.8%	394.32 AF	40.3%
	107.04 MG		128.44 MG	
STONEBRIDGE POTABLE WELLS	229.93 AF	29.2%	361.51 AF	36.9%
	74.90 MG		117.76 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	786.16 AF	100.0%	978.93 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.00 MG/Feb. 1 -28	0.00 MG/Feb. 1-28
NAPA VALLEY COLLEGE	0.00 MG/Feb. 1 -28	0.00 MG/Feb. 1-28

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	421.20 FT.	422.00 FT.
MONTHLY RISE OR DROP	1.35 FT.	0.00 FT.
CAPACITY AT END OF PERIOD	2323.05 AF	2383.69 AF
PERCENT OF FULL CAPACITY	97.5 %	100.0 %
RAINFALL IN THIS PERIOD	13.75 IN	11.44 IN
TOTAL RAINFALL SEASON TO DATE	46.21 IN	26.39 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	34.2-75.1	38.2-73.2
AVERAGE	54.65	55.85

REMARKS

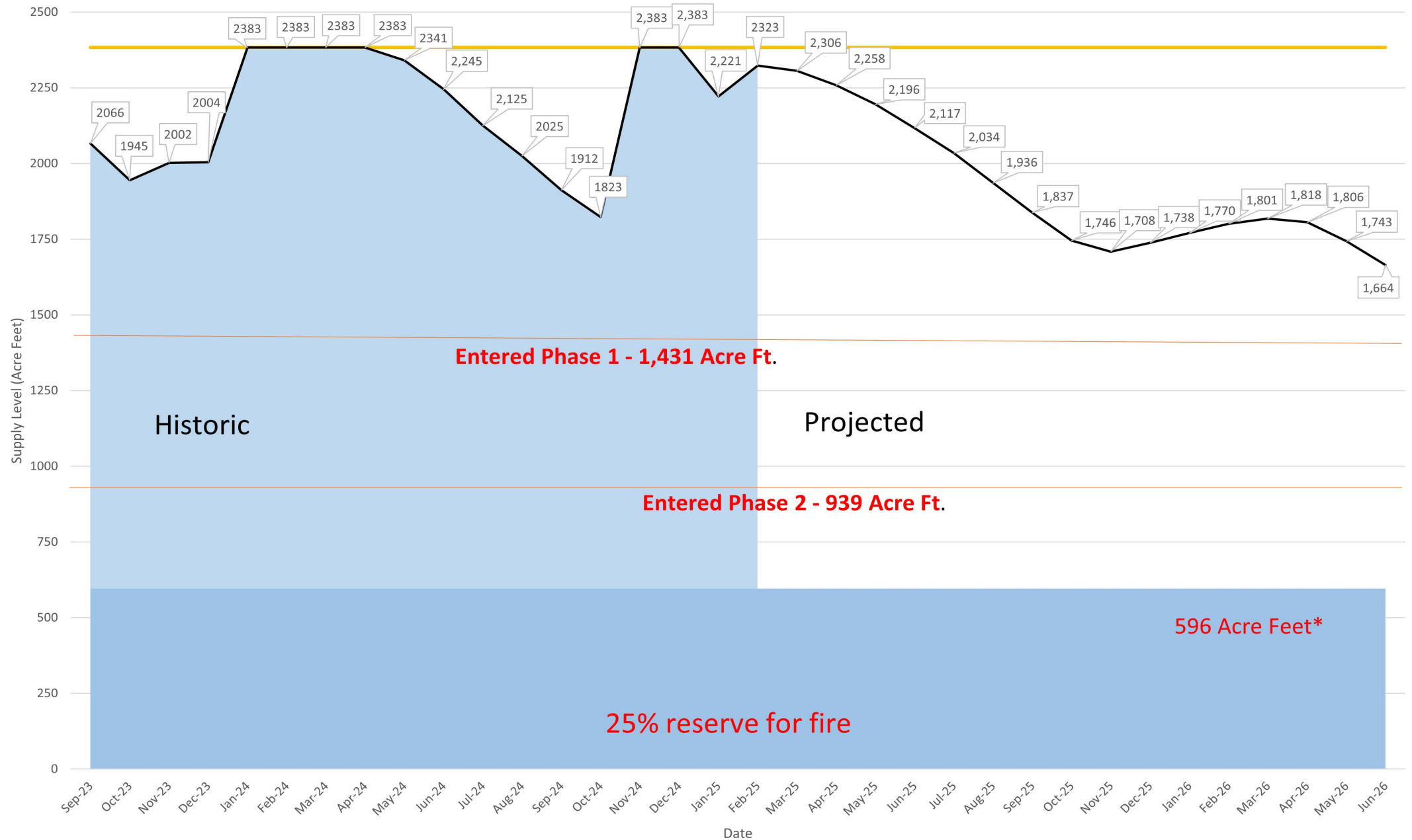
City of Napa Water Delivery: RPS producing an average of 0.49 MG/day during February 2025.

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

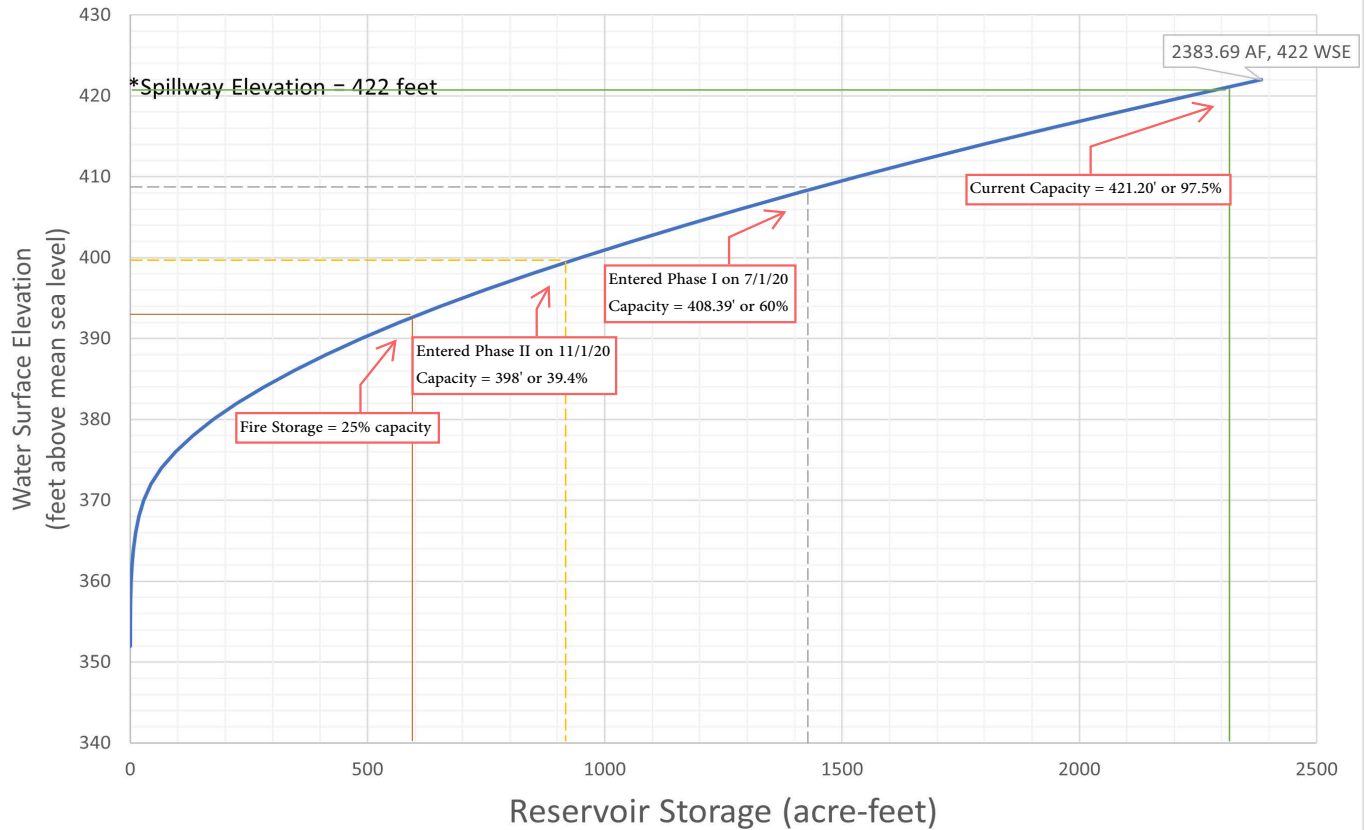
Updates will be provided if any errors are identified.

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: Public Works

DATE:	March 25, 2025
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the R25-81 Downtown Sidewalks Paver Repair Project
RECOMMENDED ACTION:	Staff recommends approving the attached resolution.
PREVIOUS COUNCIL ACTION:	City Council adopted the project plans on April 9, 2024, and awarded the contract for this project to TCW Concrete on September 10, 2024.
STATEMENT OF THE PURPOSE:	Direct the filing of the Notice of Completion for the R25-81 Downtown Sidewalks Paver Repair Project.
FINANCIAL IMPACT:	See summary below.

BACKGROUND:

City staff sought direction from City Council on April 9, 2024, regarding the immediate and future development and improvements of the downtown sidewalks on Main Street between Adams Street and Mitchell Drive. City Council directed staff to pursue the "temporary" remedy of the downtown sidewalks which included repairing the subgrade and reinstalling pavers.

On July 22, 2024, a Notice Inviting Bids was posted and on August 15, 2024, two bids were received. TCW Concrete was found to be the lowest responsible and responsive bidder with a base bid of \$365,280. On September 10, 2024, City Council awarded the project contract to TCW Concrete in the amount of \$420,072, which included a 15% contingency of \$54,792, funded by Measure T (Fund 240).

DISCUSSION:

The R25-81 Downtown Sidewalks Paver Repair Project commenced in October 2024 and was completed in March 2025. The scope of work generally included the removal and resetting of pavers; and the removal, stump grinding, and replanting of trees. In addition, the contractor performed other sidewalk work in the City including the replacement of the failing driveway approach at the intersection of Spring Street and Money Way.

Expenditure Summary - R25-81 Downtown Sidewalks Paver Repair Project

Expenditures	Award	Actual
Original Contract Items	\$365,280	\$305,608
Contingency	\$54,792	
Change Order 1		\$4,850
Change Order 2		\$6,780
Total	\$420,072	\$317,238

TCW Concrete's final construction contract amount is \$317,238, including the release of the \$15,359 retention. Upon approval of the resolution accepting the completion of the project, staff will file the appropriate notifications with the County and closeout the project.

ENVIRONMENTAL REVIEW: Exempt.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

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

DOCUMENTS ATTACHMENTS:

[Notice of Completion R25-81
Resolution](#)

Recording Requested By: City of St Helena 1088 College Ave St Helena, CA 94574	
Exempt From Recording Fees Per Government Code Sec. 27383	
When Recorded Mail To: City Clerk City of St Helena 1088 College Ave St Helena, CA 94574	

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1 The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: fee simple.

2 The full name and address of the undersigned owner and of any and all co-owners are:

Name	City	State
City of St. Helena	St. Helena	CA

3 Work or Improvement on the property hereinafter described as the R25-81 Downtown Sidewalks Paver Repair Project, was completed and accepted by the City of St. Helena City Council on March 25, 2025.

4 The work done generally included removal and resetting of pavers as well as the removal and replanting of trees.

5 The name of the main contractor for the work of improvement, as a whole, included the following: TCW Concrete.

6 The real property herein referred to is situated in the City of St Helena, County of Napa, State of California, and is described as follows: Main Street sidewalks between Adams Street and Mitchell Drive.

By: _____

Joseph Leach, PE
Public Works Director

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under the penalty of perjury that the above is true and correct.

Executed at St. Helena, California, this 26th day of March, 2025.

City of St. Helena

Joseph Leach, PE
Public Works Director

CITY OF ST. HELENA

RESOLUTION No. 2025-

**ACCEPTING THE WORK AND FINAL PROJECT
CONSTRUCTION COSTS OF \$317,328 AND DIRECTING
THE FILING OF THE NOTICE OF COMPLETION FOR THE
R25-81 DOWNTOWN SIDEWALK PAVER REPAIR
PROJECT**

RECITALS

- A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on April 9, 2024; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220, on July 22, 2024, a notice inviting bids was posted and mailed to contractors for the R25-81 Downtown Sidewalks Paver Repair Project; and
- C. On August 15, 2024, two (2) bids were received and opened in accordance with applicable law; and
- D. The lowest responsive and responsible bidder for the Project was TCW Concrete in the amount of \$365,280; and
- E. On September 10, 2024, the City of St. Helena Council awarded the R25-81 Downtown Sidewalks Paver Repair Project to TCW Concrete in the amount of \$365,280, and authorized the City Manager to execute a construction contract in the amount of \$317,238 with TCW Concrete for the R25-81 Downtown Sidewalks Paver Repair Project, and authorized the Director of Public Works to approve change orders not-to-exceed 15% of the contract amount; and
- F. The final construction contract amount is \$317,238; and
- G. The project has been inspected and TCW Concrete has completed the work in accordance with the contract documents for the project; and
- H. If no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds, and any amount due will be released to TCW Concrete.

RESOLUTION

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

1. The contract entitled R25-81 Downtown Sidewalks Paver Repair Project, with the final project construction costs of \$317,238, is accepted as complete.

2. The Public Works Director/City Engineer is authorized to release retention and prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

Approved at a Regular Meeting of the St. Helena City Council on March 25, 2025 by the following vote:

Mayor Dohring:	_____
Vice Mayor Deasy:	_____
Councilmember Summers:	_____
Councilmember Barak:	_____
Councilmember Spadarotto:	_____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

City Clerk



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	March 25, 2025
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Presentation of City of St. Helena 2024/2025 Resident Satisfaction Survey and Received by City Council.
RECOMMENDED ACTION:	Receive presentation from Godbe Research (GRA)
PREVIOUS COUNCIL ACTION:	December 7, 2022 - City Council authorized a contract (STH Contract: FY2023-020) with Godbe Research for Godbe to conduct a Resident Satisfaction Survey. February 14, 2023 - Results from the 2022 Survey were presented to the City Council. May 28, 2024 - City Council authorized a contract (STH Contract: FY2024-074) with Godbe Research for Godbe to conduct an updated Resident Satisfaction Survey to show differences made over the last 2 years.
STATEMENT OF THE PURPOSE:	Receive results from the 2024/2025 Resident Satisfaction Survey.
FINANCIAL IMPACT:	There is no additional financial impact associated with this report.

BACKGROUND:

Resident satisfaction community surveys are increasingly used by cities to solicit feedback from residents on a wide variety of topics. The resident satisfaction survey serves as a tool to assist the City Council and staff in setting goals, evaluating community needs, developing future budgets, planning capital projects, and identifying improvements to city programs.

On December 7, 2022, the City entered into a contract (STH Contract: FY2023-020) with Godbe Research for Godbe to conduct a Resident Satisfaction Survey. Godbe has been employed by public and private sectors the United States and internationally, and is providing research in neighboring jurisdictions including Calistoga and has also completed work for the City of Napa. The results from the 2022 Survey were presented to the City Council on February 14, 2023.

On May 28, 2024, in keeping with City Council Goals (Goal 4: Provide Effective Community Information & Opportunities for Engagement), the City entered into a

contract (STH Contract: FY2024-074) with Godbe Research for Godbe to conduct an updated Resident Satisfaction Survey to show differences made over the last 2 years.

Survey participants were selected randomly by Godbe Research to participate in this survey. The survey incorporated questions regarding quality of life, budgeting, and high-level satisfaction questions, all of which will continue to inform policy discussions and will allow the City to establish a baseline for future biennial surveys.

The survey was conducted via a hybrid internet and telephone survey methodology utilizing email, and text for the online survey and calls to cell phones and landlines for the telephone survey. The survey was also conducted in Spanish as appropriate. Residents were only be able to complete the survey once.

DISCUSSION:

Recognizing the importance of community feedback and the value that it has on identifying priorities.

A statistically valid Resident Satisfaction Survey was conducted with the following research objectives:

- Gauge overall perceptions of quality of life in St. Helena and important issues facing the City;
- Gauge overall satisfaction with the City's provision of services;
- Assess importance of and satisfaction with City specific services, programs and facilities;
- Understand support for workforce housing;
- Assess perceptions of City customer service;
- Assess recent charter and real property transfer tax measures; and,
- Identify any differences in opinions based on demographic characteristics.

The survey by Godbe Research (GRA) and interviewing partner McGuire Research was conducted from January 6 to January 19, 2025. On average, interviews were approximately 20 minutes in length, and a total of 285 St. Helena residents participated in the survey, 281 surveys were conducted in English and 4 surveys conducted in Spanish. Resulting in a margin of error of plus or minus 5.62% for polling results.

Data Collection Methodology:

- 3 via Landline
- 76 via Cell Phone
- 190 via Online from text invitation
- 16 via Online from email invitation

Below is a summary of key results from the resident satisfaction survey:

- 86.4% of respondents are very satisfied or somewhat satisfied with the overall quality of life in St. Helena (up from 78.2% in 2022).

- 78.5% of respondents are very satisfied or somewhat satisfied when asked if St. Helena was a good place to raise a family (up from 75.2% in 2022).
- The top issues facing St. Helena were
 - Water supply / Water Quality - 37.5% (down from 38.6% in 2022)
 - Affordable housing / High rents - 24.3% (down from 25.1% in 2022)
 - Road repairs / Potholes / Infrastructure - 22.1% (down from 32.7% in 2022)
- The top two most important City services indicated by respondents were:
 - 2025 - Maintaining drinking water quality and fire protection
 - 2022 - Fire protection, and street and road maintenance
- The top two City services, programs, and/or facilities that residents were most satisfied with stayed the same:
 - 2025 - Fire protection, and library programs and services
 - 2022 - Fire protection, and library programs and services
- Respondents who have contacted the City in the past year were generally more satisfied with the customer service they received in 2025 (75.1%) from 2022 (69.3%). They also were more likely to have gotten their problem resolved or question answered (59.4% in 2025 versus 53.4% in 2022). However, respondents rated the timeliness of response slightly lower (61.8% in 2025 versus 62.2% in 2022) and said they received less likely to receive adequate information (58.9% in 2025 versus 59.3% in 2022). While lower, these numbers are only marginally changed.
- Top sources of information about local community, events, and City government were:
 - 2025: City Newsletter (email from City), Community Alerts (email from City), and the St. Helena Star.
 - 2022: St. Helena Star, City website, City newsletter

The 2025 Resident Satisfaction Survey presentation (Attachment 1) includes an overview and discussion of the research objectives, methodology discussion, key findings section, overview of satisfaction/importance of City-provided departments and services, and a demographics section. The survey results will be presented by Godbe Research. Attachment 2 includes findings from the 2022 Resident Satisfaction Survey.

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement

Goal 5: Enhance Quality of Life

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Staff Report - 2022 Results Received](#)



Report to the City Council
Regular City Council - 14 Feb 2023

Agenda Section: **NEW BUSINESS**

Subject: Receive presentation on results of the 2022 Community Survey.

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Senior Management Analyst

Reviewed By: April Mitts, Assistant City Manager

Approved By: Anil Comelo, City Manager

BACKGROUND

Community surveys are increasingly used by cities to solicit feedback from residents on a wide variety of topics. The community survey serves as a tool to assist the City Council and staff in setting goals, evaluating community needs, developing future budgets, planning capital projects, and identifying improvements to city programs.

On December 7, 2022, the City entered into a contract (STH Contract: FY2023-020) with Godbe Research for Godbe to conduct a Community Survey. Godbe has been employed by public and private sectors the United States and internationally, and is providing research in neighboring jurisdictions including Calistoga and has also completed work for the City of Napa.

Survey participants were selected randomly to participate in this survey. The survey incorporated questions regarding quality of life, budgeting, and high-level satisfaction questions, all of which will inform policy discussions and will allow the City to establish a baseline for future biennial surveys.

The survey was conducted via a hybrid internet and telephone survey methodology utilizing email and text for the online survey and calls to cell phones and landlines for the telephone survey. The survey was also conducted in Spanish as appropriate. Residents were only be able to complete the survey once.

DISCUSSION

Recognizing the importance of community feedback and the value that it has on identifying priorities. A statistically valid Community Survey was conducted with the following research objectives:

- Gauge overall perceptions of quality of life in Saint Helena and important issues facing the City;
- Gauge overall satisfaction with the City's provision of services;
- Assess importance of and satisfaction with City specific services, programs and facilities;
- Gauge perceptions of social equity in the City;
- Gauge satisfaction with Police Department response, park and recreation services, and other City departments' customer service response;
- Understand usage of the public library;
- Assess perceptions of City funding and preferences for generating revenue; and
- Identify any differences in opinions based on demographic characteristics

The survey by Godbe Research (GRA) and interviewing partner McGuire Research was conducted from December 7, 2022 through December 15, 2022. On average, interviews were approximately 22 minutes in length, and a total of 364 St. Helena residents participated in the survey, 348 surveys were conducted in English and 16 surveys conducted in Spanish. Resulting in a margin of error of plus or minus 4.96% for polling results.

Data Collection Methodology

- 35 via Landline
- 63 via Cell Phone
- 183 via Online from text invitation
- 83 via Online from email invitation

Below is a summary of key results from the community survey:

- 78.2% of respondents are very satisfied or somewhat satisfied with the overall quality of life in St. Helena.
- The top issues facing St. Helena were
 - Water supply / Water Quality - 38.6%
 - Road repairs / Potholes / Infrastructure - 32.7%
 - Affordable housing / High rents - 25.1%
- The most important City services indicated by respondents were fire protection and street and road maintenance and respondents indicated they are most satisfied by the City's performance in fire protection services and Library programs and services.
- Respondents who have contacted the City in the past year were generally satisfied with the response particularly with the customer service and courtesy received from staff.

- Top sources of information about local community, events, and City government were St. Helena Star, City newsletter, City website, and Nixle alerts.

The 2022 Resident Satisfaction Survey presentation (Attachment 1) includes an overview and discussion of the research objectives, methodology discussion, key findings section, overview of satisfaction/importance of City-provided departments and services, and a demographics section. The survey results will be presented by Godbe Research.

FISCAL IMPACT

There is no fiscal impact from this item.

RECOMMENDED ACTION

Receive presentation from Godbe Research (GRA)

ATTACHMENTS

[Saint Helena City Satisfaction Survey Report 02-08-23](#)



GODBE RESEARCH
Gain Insight



City of Saint Helena: 2022 Resident Satisfaction Survey

January 12, 2022

Overview and Research Objectives

The City of Saint Helena commissioned Godbe Research to conduct a survey of adult residents ages 18+ with the following research objectives:

- Gauge overall perceptions of quality of life in Saint Helena and important issues facing the City;
- Gauge overall satisfaction with the City's provision of services;
- Assess importance of and satisfaction with City specific services, programs and facilities;
- Gauge perceptions of social equity in the City;
- Gauge satisfaction with Police Department response, park and recreation services, and other City departments' customer service response;
- Understand usage of the public library;
- Assess perceptions of City funding and preferences for generating revenue; and
- Identify any differences in opinions based on demographic characteristics.

Methodology Overview

GODBE RESEARCH
Gain Insight

- Data Collection Landline (35), cell phone (63), text to online (183), and email to online (83) interviewing
- Universe 5,228 Adults age 18
- Fielding Dates December 7 through December 15, 2022
- Interview Length 22 minutes
- Sample Size 364
- Margin of Error $\pm 4.96\%$
- Language 348 English
16 Spanish

Note: The data have been weighted by respondent age and ethnicity to reflect the actual population characteristics of the adult residents in the City of Saint Helena (Based on 2020 ACS (American Community Survey)).

Page 3
December 2022

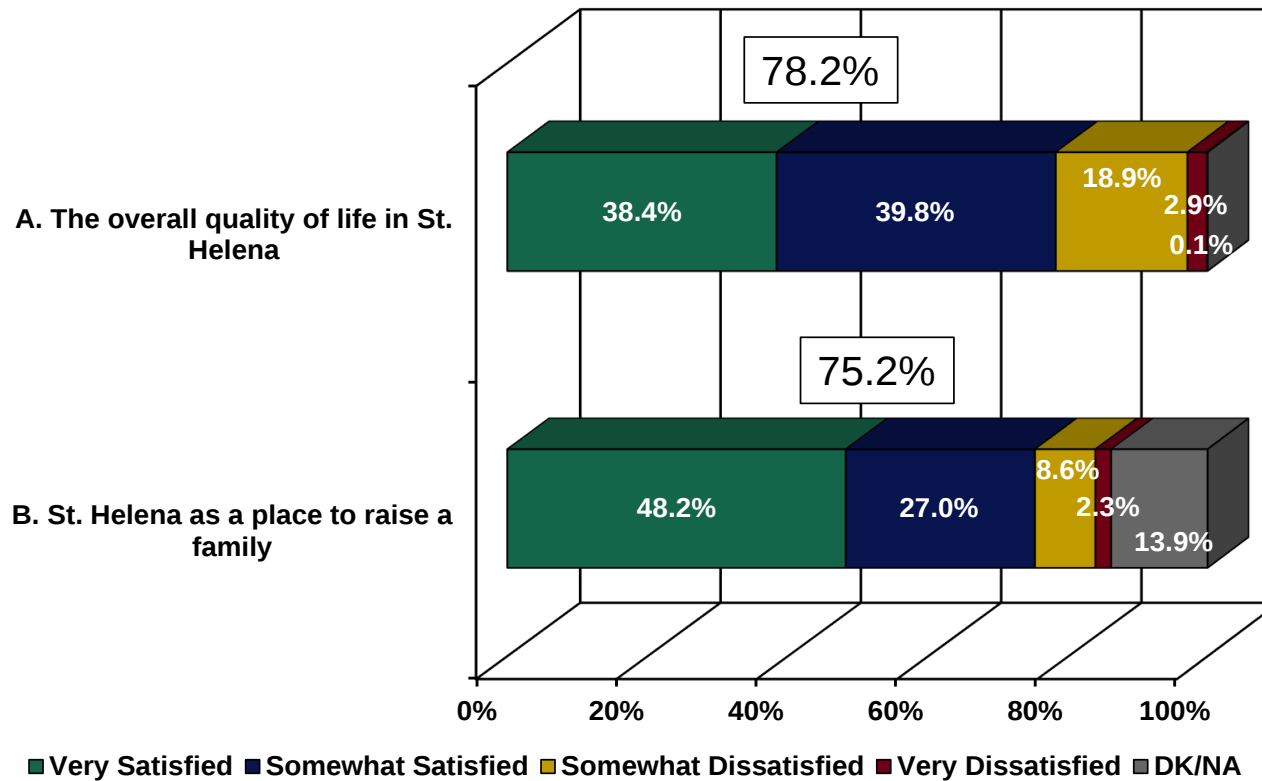


GODBE RESEARCH
Gain Insight

Key Findings

Q1. Satisfaction With Living in St. Helena Adults 18+

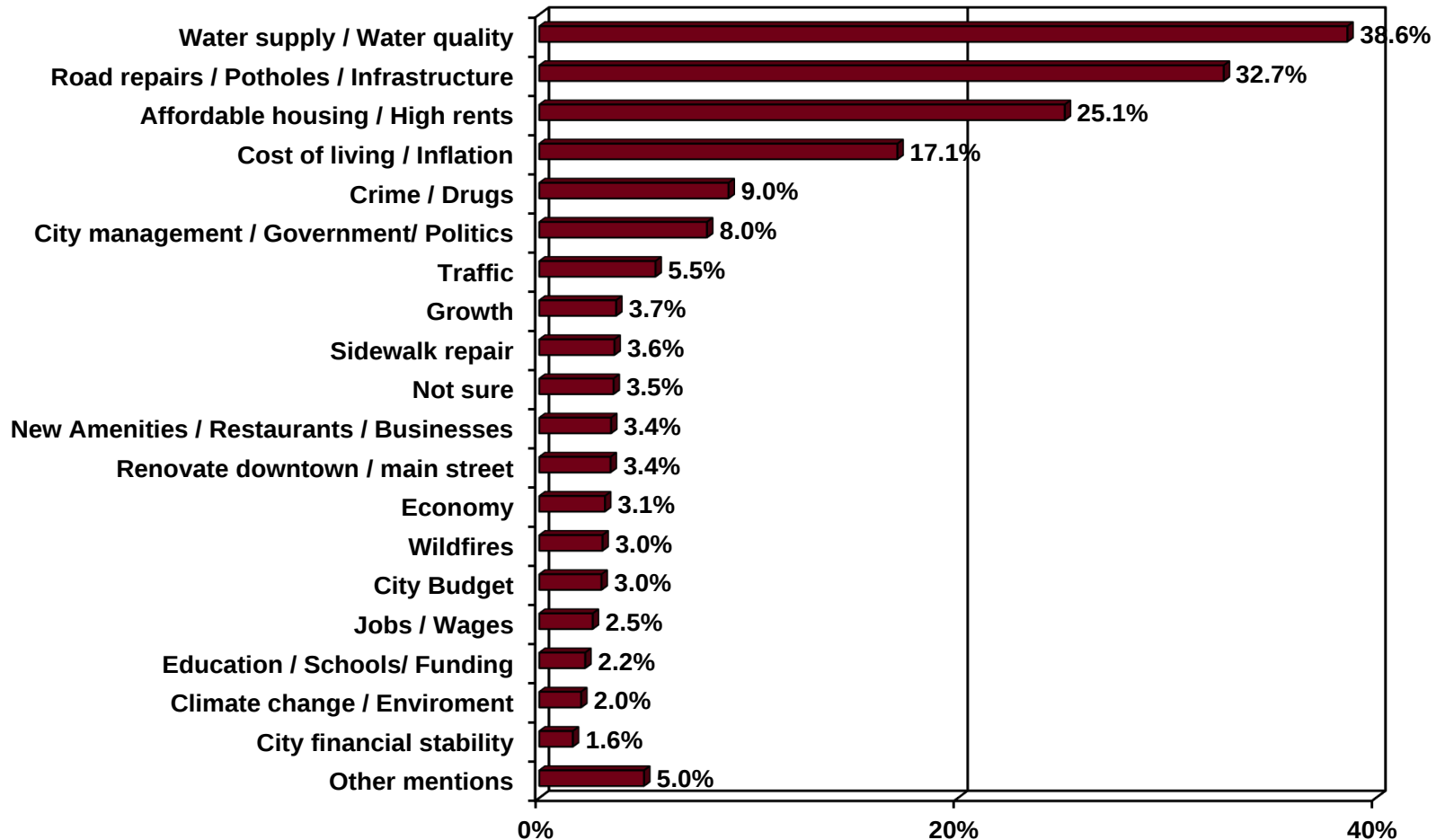
GODBE RESEARCH
Gain Insight



	St Helena	2020-2022 City Average
<u>Quality of Life</u>		
Total Satisfied	78.2%	75.7%
Total Dissatisfied	21.8%	14.8%
<u>Place to Raise a Family</u>		
Total Satisfied	75.2%	77.3%
Total Dissatisfied	10.9%	11.8%

Q2. Issues Facing St. Helena Adults 18+

GODBE RESEARCH
Gain Insight

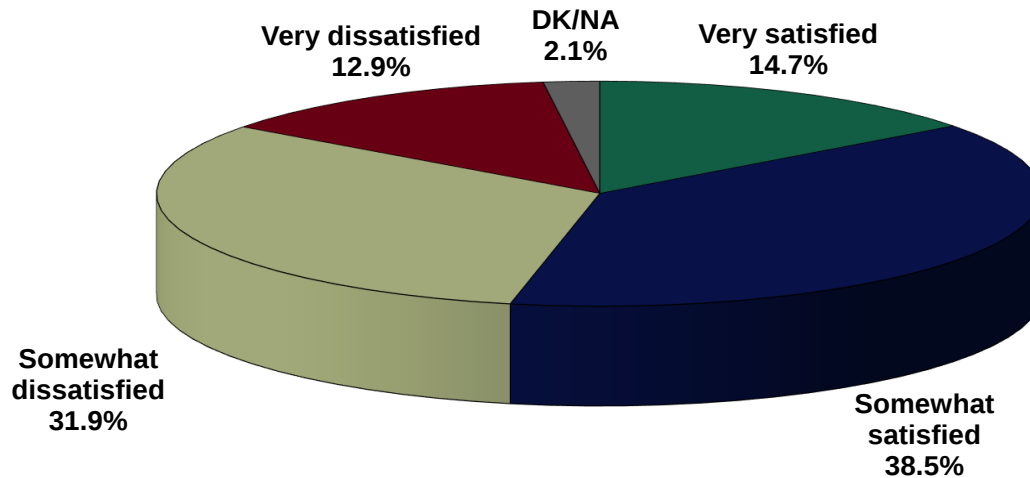


Note: Issues that were mentioned by less than 2 percent of the residents have been added to the "Other mentions" category for charting purposes.

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December 2022

Q3. Satisfaction With Provision of City Services Adults 18+

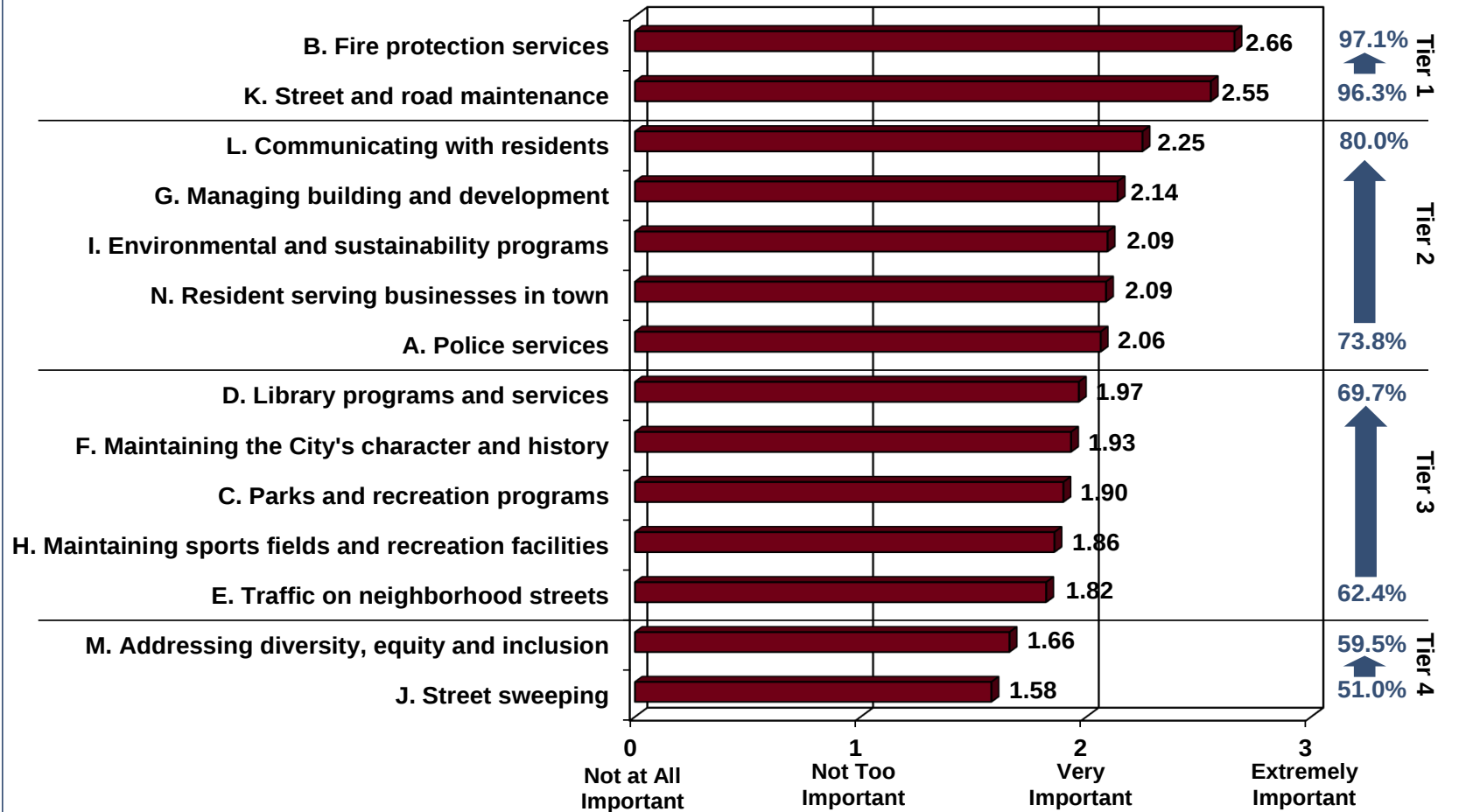
GODBE RESEARCH
Gain Insight



	<u>St Helena</u>	<u>2020-2022 City Average</u>
Total Satisfied	53.2%	66.4%
Total Dissatisfied	44.7%	23.0%
Ratio Sat to Dissat	1.19	2.89

Q4. Importance of City Services, Programs and Facilities Adults 18+

GODBE RESEARCH
Gain Insight



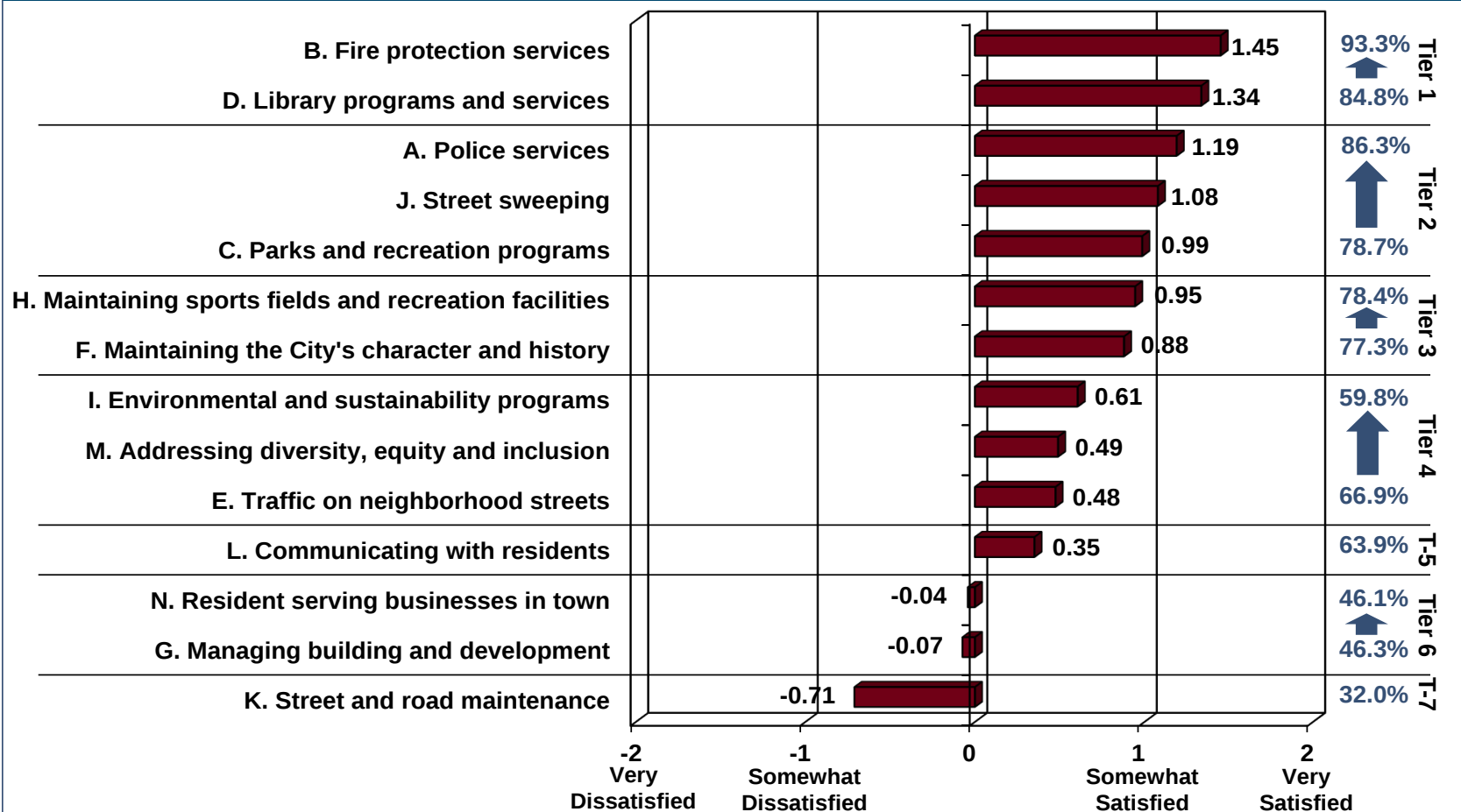
Note: The above rating questions have been abbreviated for charting purposes, and responses were recoded to calculate mean scores: "Extremely Important" = +4, "Very Important" = +3, "Not Too Important" = +2, and "Not at All Important" = 0.

Page 8
December 2022

Q5. Satisfaction With City Services, Programs and Facilities

Adults 18+

GODBE RESEARCH
Gain Insight



Note: The above rating questions have been abbreviated for charting purposes, and responses were recoded to calculate mean scores: "Very Satisfied" = +2, "Somewhat Satisfied" = +1, "Somewhat Dissatisfied" = -1, and "Very Dissatisfied" = -2.

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December 2022

Q4/Q5. Importance/Satisfaction With City Services, Programs and Facilities Adults 18+

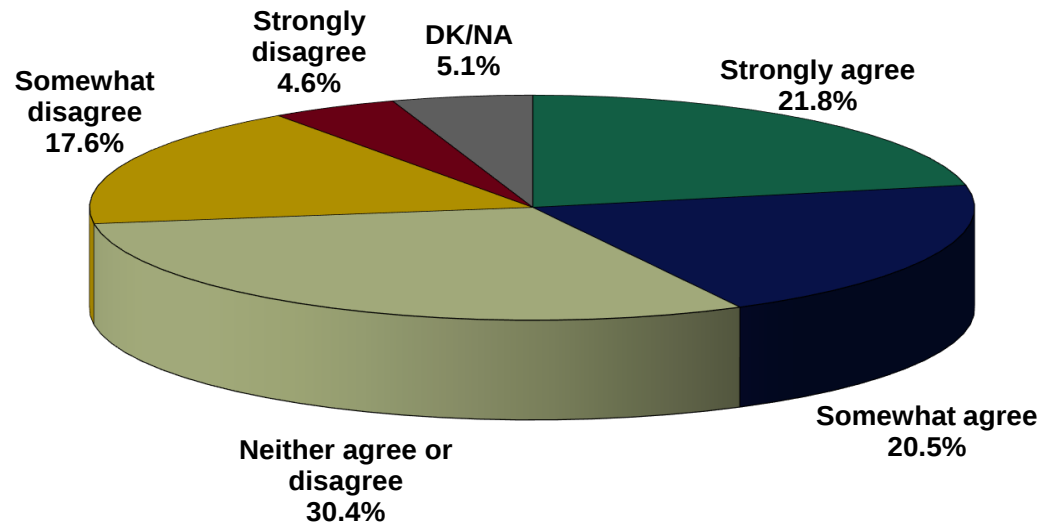
GODBE RESEARCH
Gain Insight

	Importance	Satisfaction
4B. Fire protection services	2.66	1.45
4K. Street and road maintenance	2.55	-0.71
4L. Communicating with residents	2.25	0.35
4G. Managing building and development	2.14	-0.07
4I. Environmental and sustainability programs	2.09	0.61
4N. Resident serving businesses in town	2.09	-0.04
4A. Police services	2.06	1.19
4D. Library programs and services	1.97	1.34
4F. Maintaining the City's character and history	1.93	0.88
4C. Parks and recreation programs	1.90	0.99
4H. Maintaining sports fields and recreation facilities	1.86	0.95
4E. Traffic on neighborhood streets	1.82	0.48
4M. Addressing diversity, equity and inclusion	1.66	0.49
4J. Street sweeping	1.58	1.08

Q6. Agreement That the City Values Residents' Diverse Backgrounds

Adults 18+

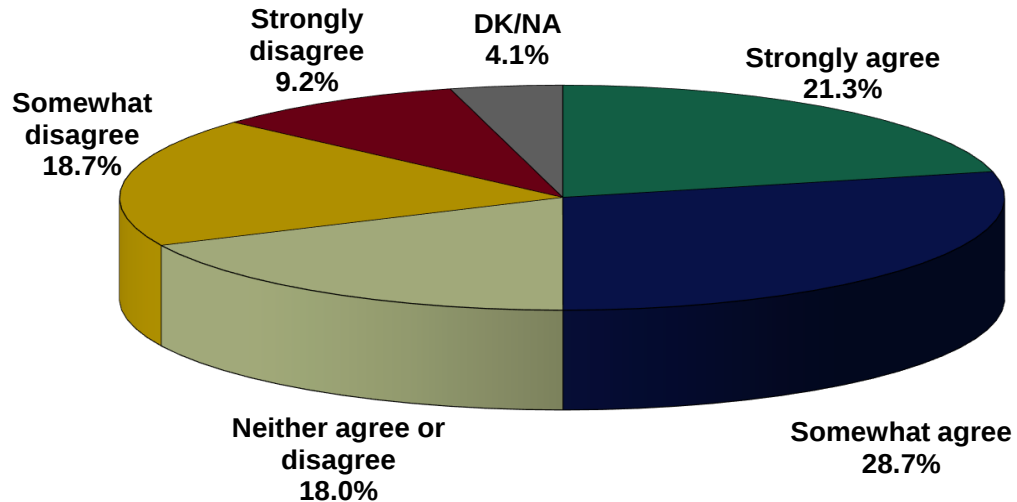
GODBE RESEARCH
Gain Insight



Total Agree	42.3%
Total Disagree	22.2%
Ratio Agree to Disagree	1.91

Q7. Agreement There are Opportunities for All Residents to Participate in City Government Adults 18+

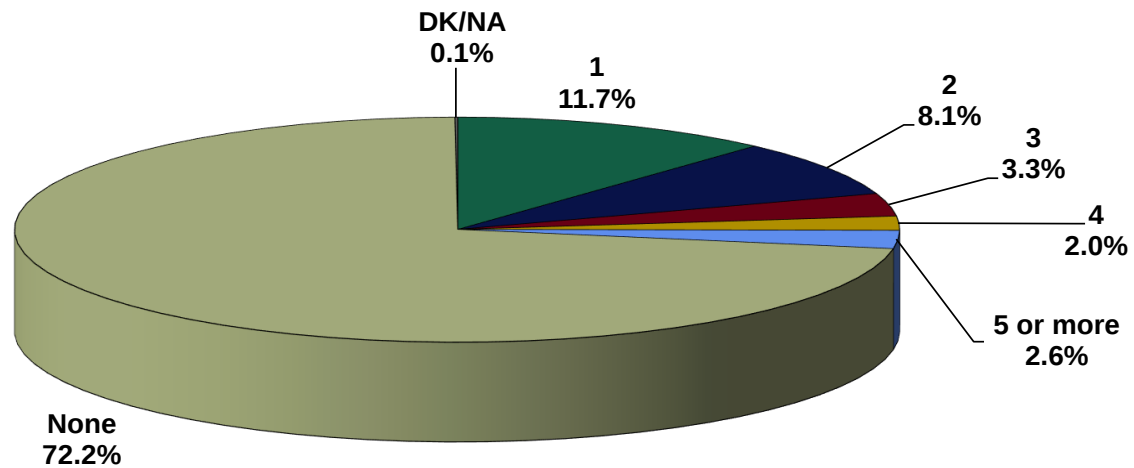
GODBE RESEARCH
Gain Insight



Total Agree	50.0%
Total Disagree	27.9%
Ratio Agree to Disagree	1.79

Q8. Frequency of Calling the Police Department Adults 18+

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Gain Insight

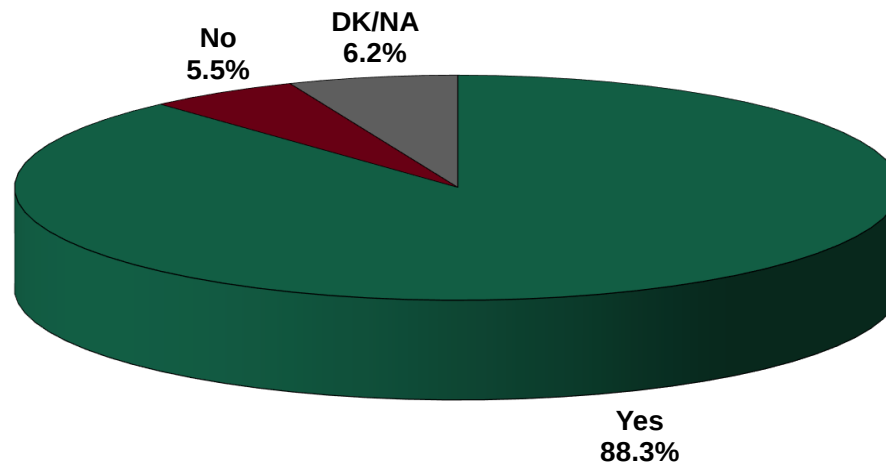


Called Police Department	27.7%
Have not called Police Department	72.3%

Q9. Did Police Department Respond Within Appropriate Timeframe

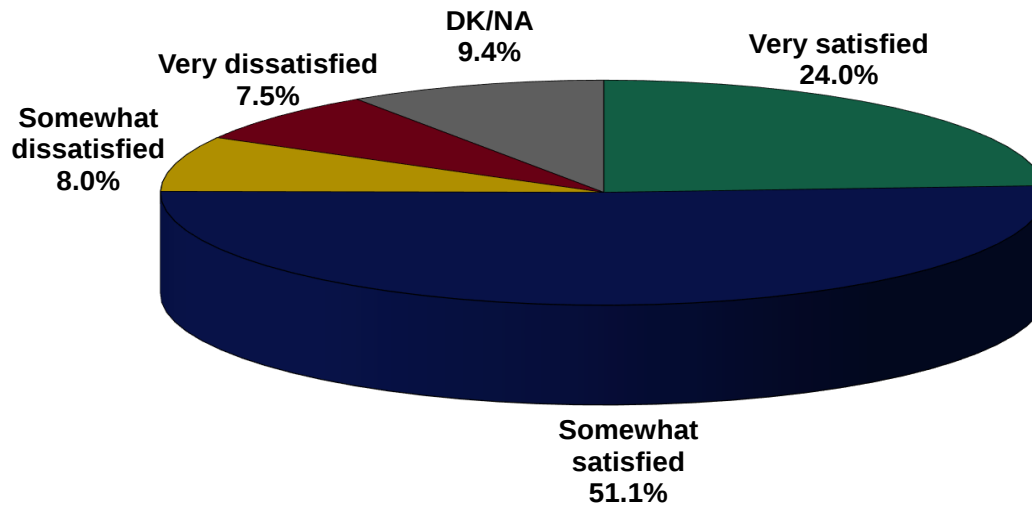
Respondents that call PD

GODBE RESEARCH
Gain Insight



Q10. Satisfaction With City Park and Recreation Facilities Adults 18+

GODBE RESEARCH
Gain Insight

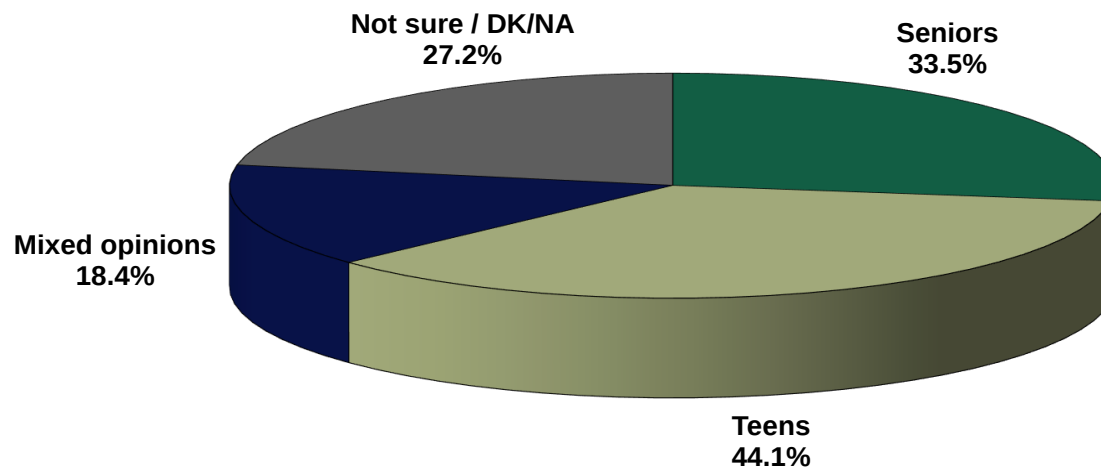


Total Satisfied	75.1%
Total Dissatisfied	15.4%
Ratio Sat to Dissat	4.87

Q11. Should the City Offer New Programs for Seniors and Teens

Adults 18+

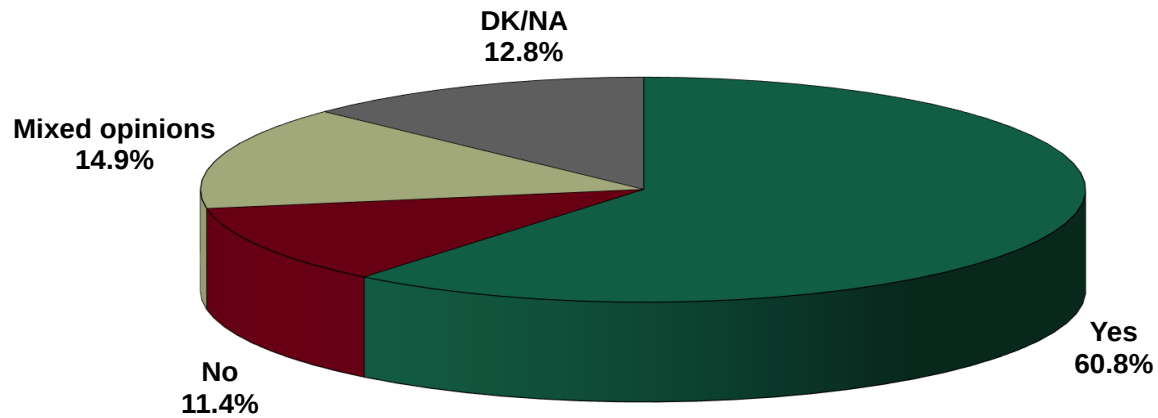
GODBE RESEARCH
Gain Insight



Q12. Should the City Create Youth/Teen Drop-In Places

Adults 18+

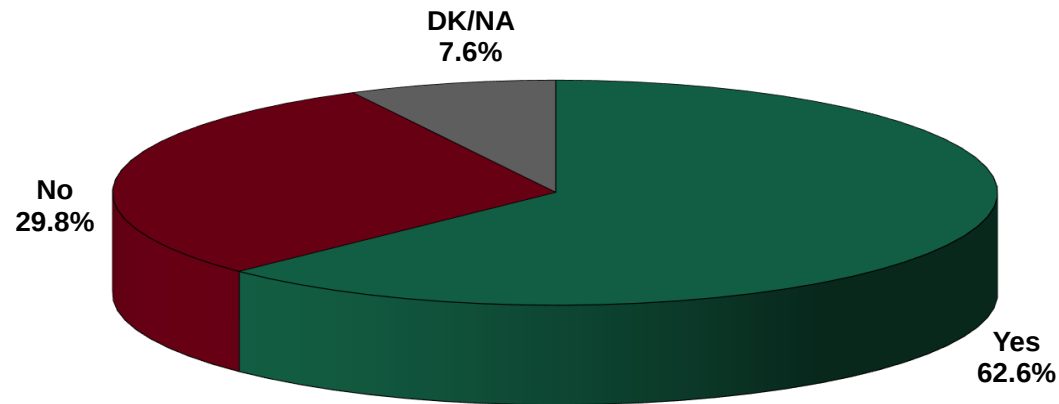
GODBE RESEARCH
Gain Insight



Q13. Used the Public Library in the Previous 12 Months

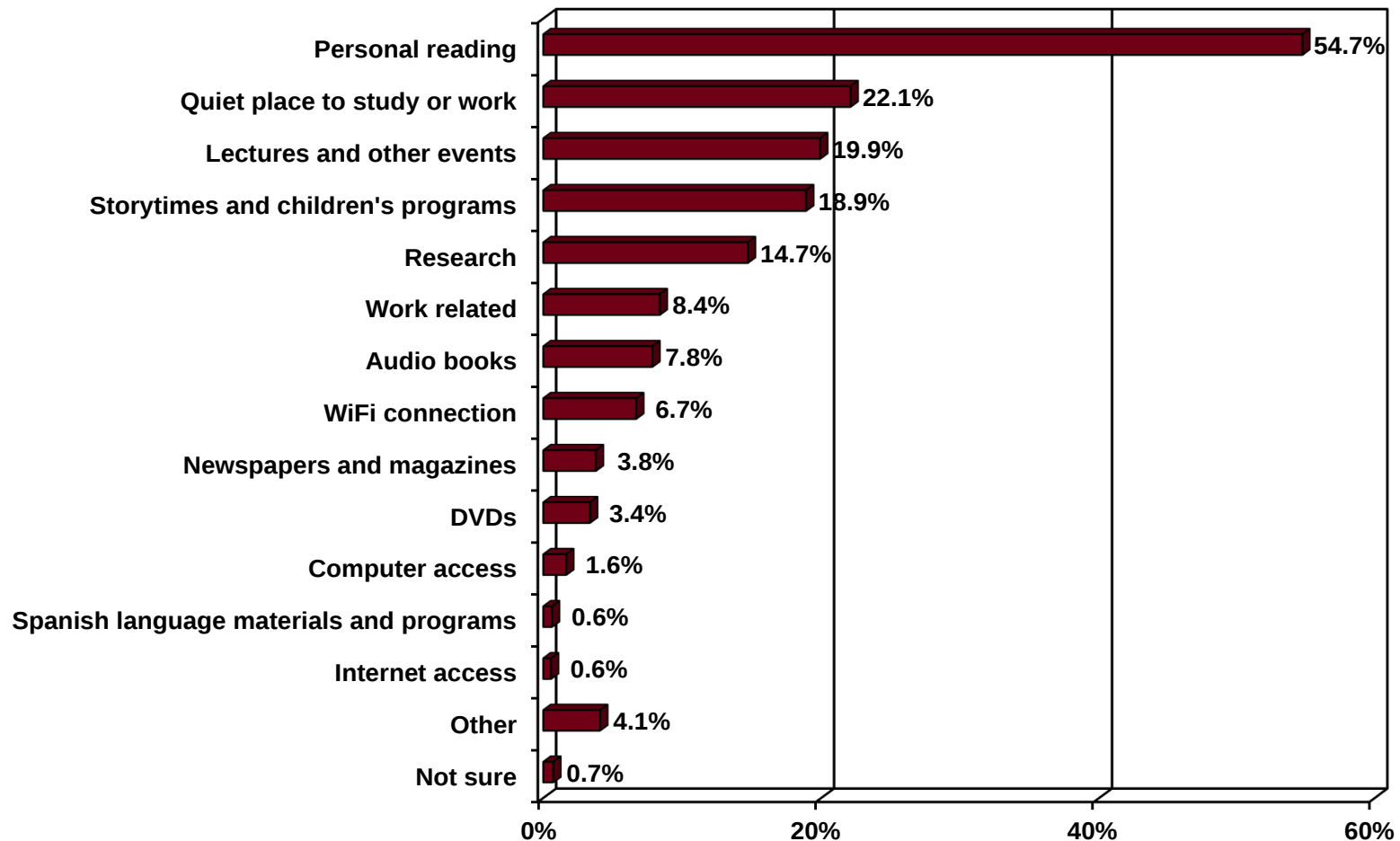
Adults 18+

GODBE RESEARCH
Gain Insight



Q14. Reasons for Using St. Helena Public Library Adults 18+

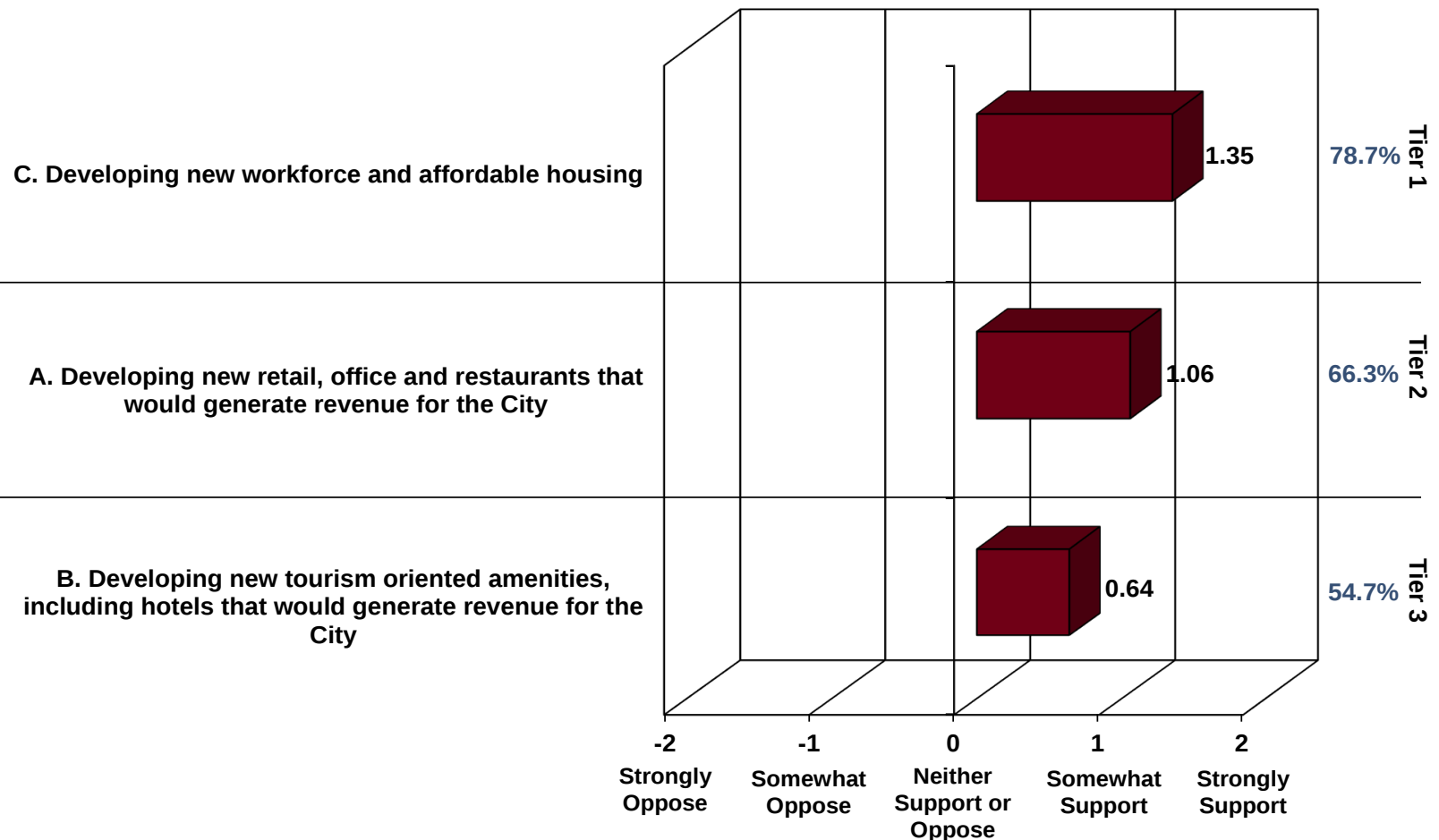
GODBE RESEARCH
Gain Insight



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December 2022

Q15. Support for Alternative Uses for Surplus Properties Adults 18+

GODBE RESEARCH
Gain Insight

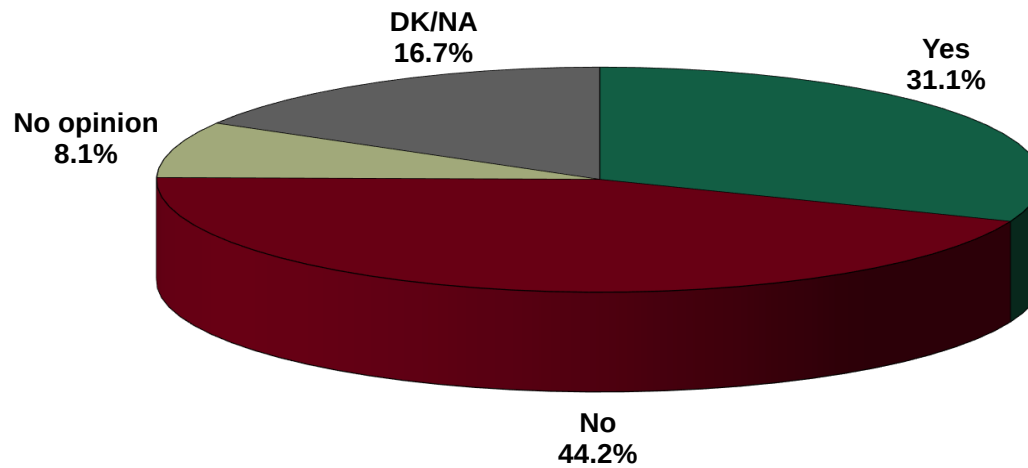


Note: The above rating questions have been abbreviated for charting purposes, and responses were recoded to calculate mean scores: "Very Satisfied" = +2, "Somewhat Satisfied" = +1, "Somewhat Dissatisfied" = -1, and "Very Dissatisfied" = -2.

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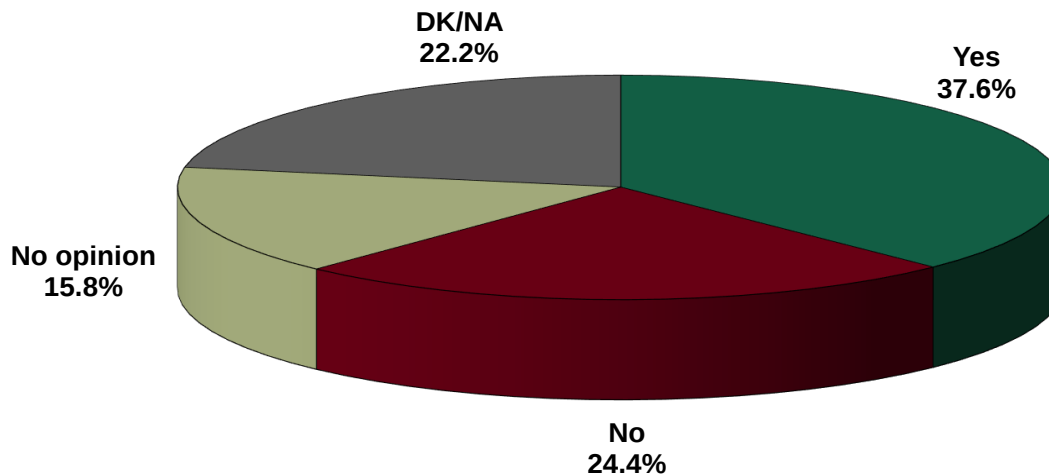
**Q16. Sufficient City Funding to Maintain Roads, Sidewalks, Parks, Playgrounds, Library, Water Infrastructure & Buildings
Adults 18+**

GODBE RESEARCH
Gain Insight



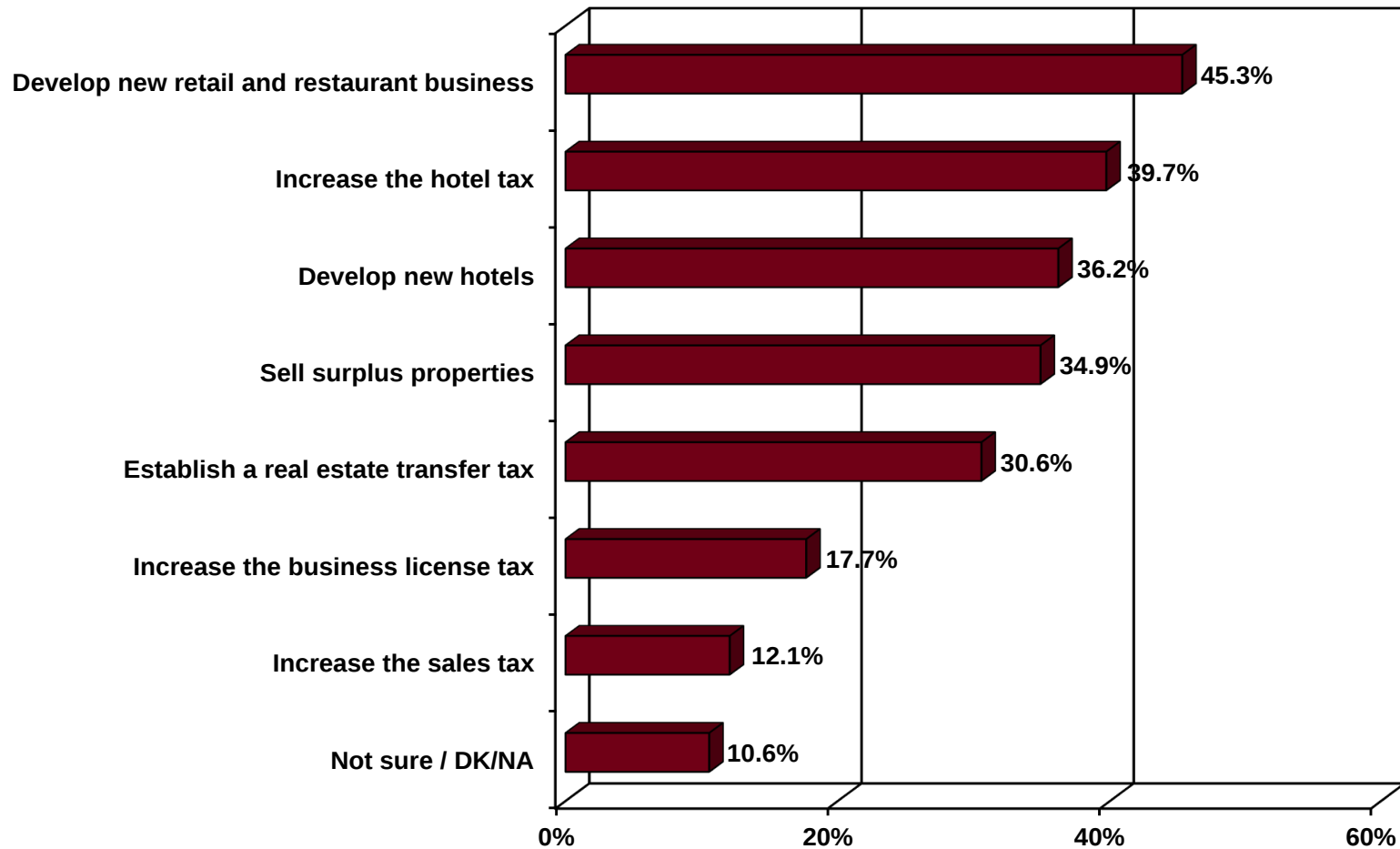
Q17. Belief the City Has Sufficient Funding to Hire Staff/Provide Competitive Compensation Adults 18+

GODBE RESEARCH
Gain Insight



Q18. Preferences for Generating Additional City Revenue Adults 18+

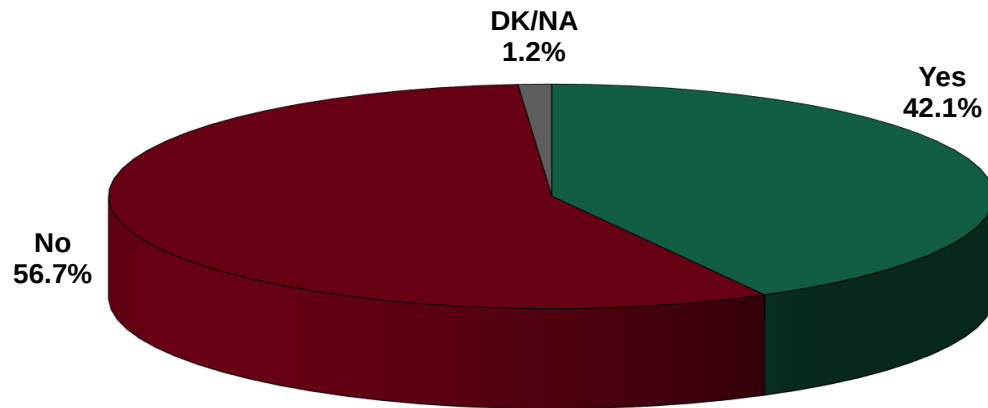
GODBE RESEARCH
Gain Insight



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December 2022

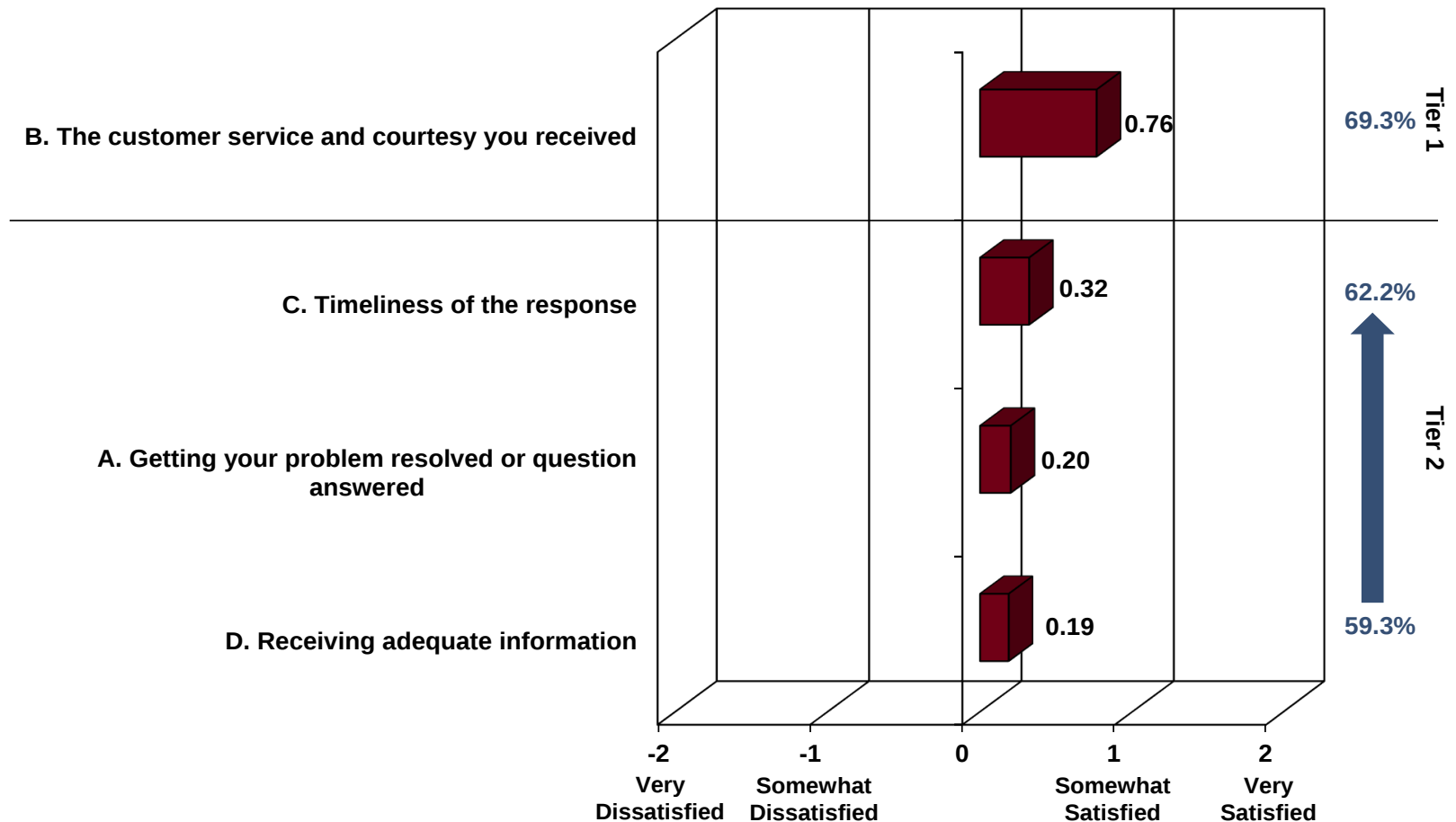
Q19. Contacted City Department for Non-Emergency in Previous 12 Months Adults 18+

GODBE RESEARCH
Gain Insight



Q20. Satisfaction With City Department Contact Respondents that Contacted City

GODBE RESEARCH
Gain Insight

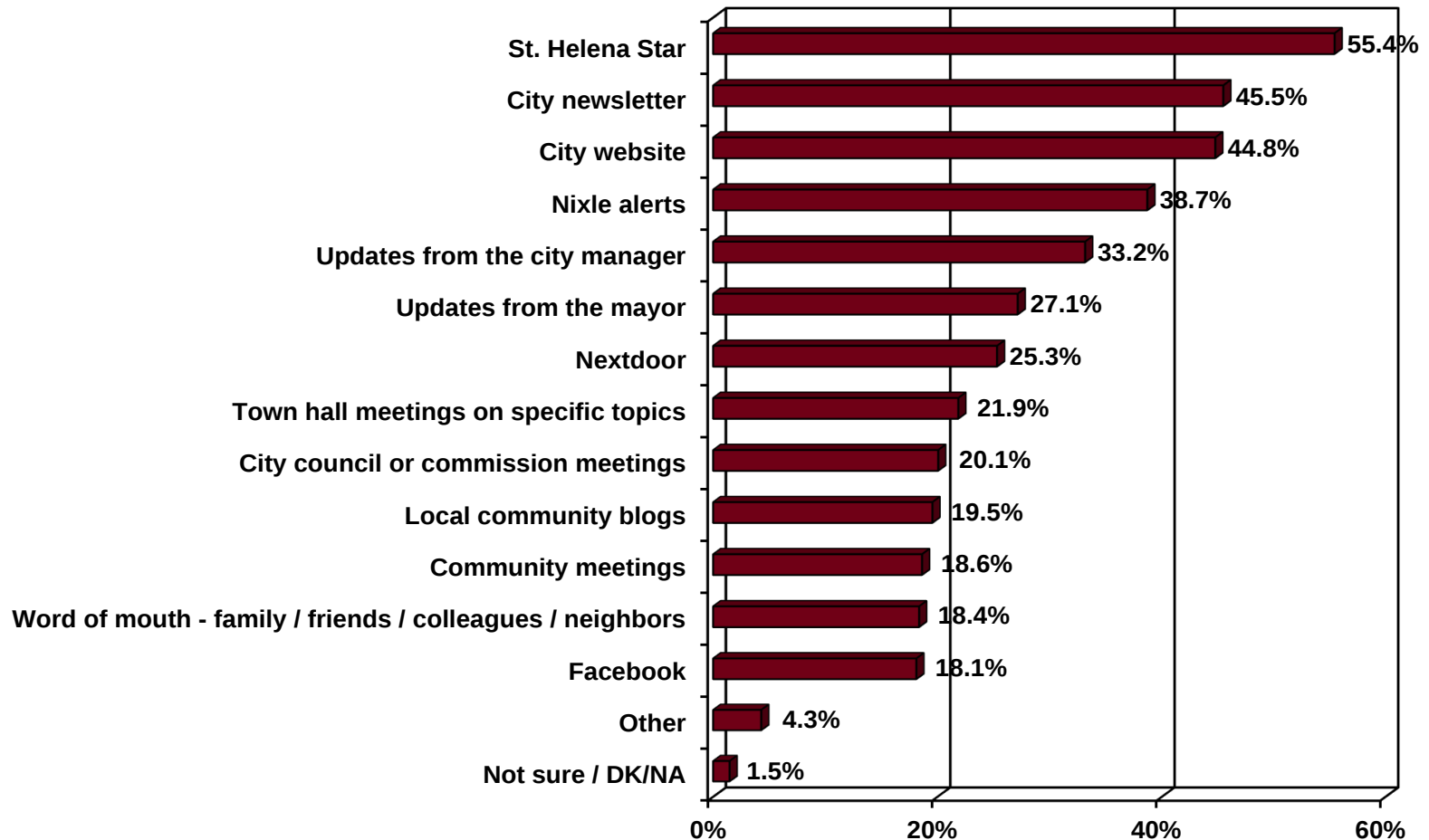


Note: The above rating questions have been abbreviated for charting purposes, and responses were recoded to calculate mean scores: "Very Satisfied" = +2, "Somewhat Satisfied" = +1, "Somewhat Dissatisfied" = -1, and "Very Dissatisfied" = -2.

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Q21. Preferred Information Sources for Local Community, Events and City Government Adults 18+

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December 2022



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www.godberesearch.com

California and Corporate Offices

1220 Howard Avenue, Suite 250
Burlingame, CA 94010

Nevada Office

59 Damonte Ranch Parkway, Suite B309
Reno, NV 89521



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City of St. Helena: 2025 Resident Satisfaction Survey

March 25, 2025

Overview and Research Objectives

The City of St. Helena commissioned Godbe Research to conduct a survey of adult residents ages 18+ with the following research objectives:

- Gauge overall perceptions of quality of life in St. Helena and important issues facing the City;
- Gauge overall satisfaction with the City's provision of services;
- Assess importance of and satisfaction with City specific services, programs and facilities;
- Understand support for workforce housing;
- Assess perceptions of City customer service;
- Assess recent charter and real property transfer tax measures; and,
- Identify any differences in opinions based on demographic characteristics.

Methodology Overview

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- Data Collection Landline (3), cell phone (76), text to online (190), and email to online (16) interviewing
- Universe 4,545 Adults age 18+
- Fielding Dates January 6 to 19, 2025
- Interview Length 20 minutes
- Sample Size n=285
- Margin of Error $\pm 5.62\%$
- Language 281 English
4 Spanish

Note: The data have been weighted by respondent age and ethnicity to reflect the actual population characteristics of the adult residents in the City of St. Helena (Based on 2022 ACS (American Community Survey)).

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January 27, 2025



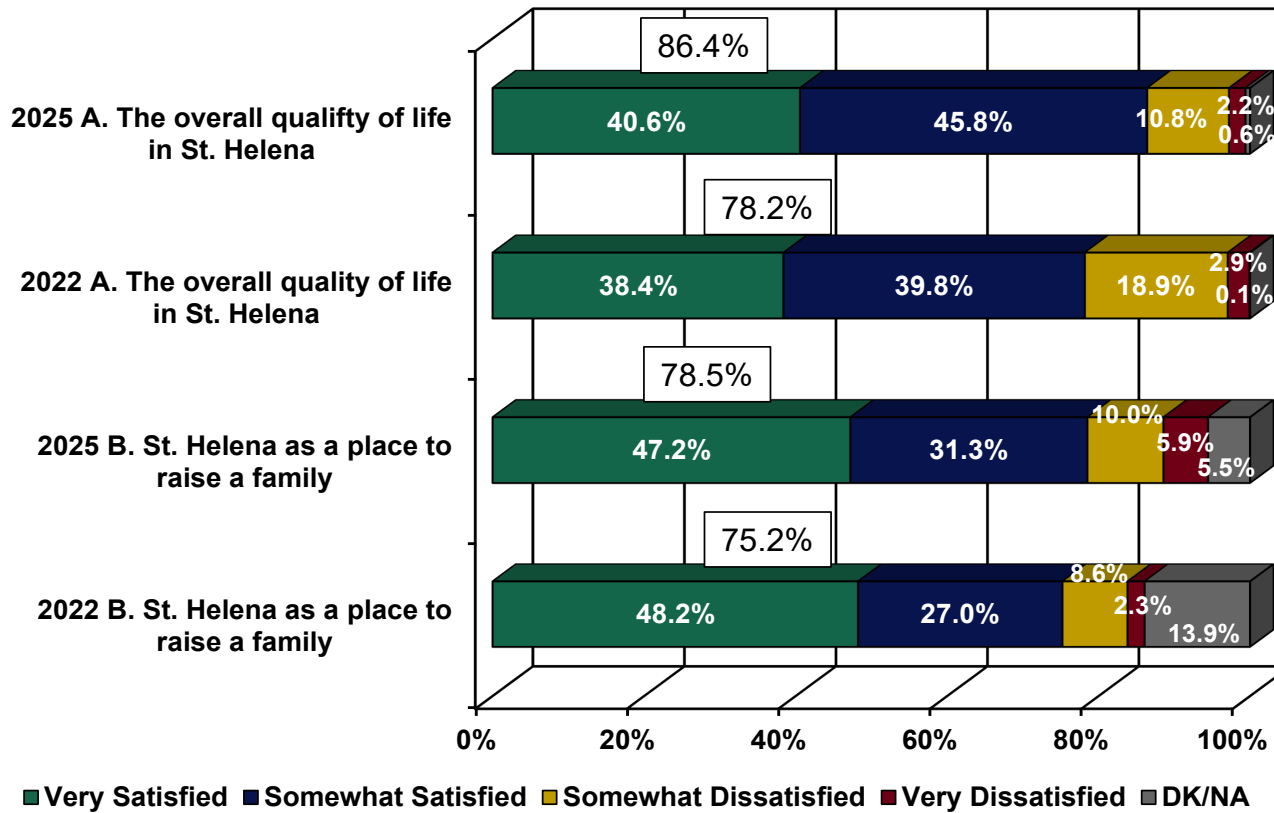
GODBE RESEARCH
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Key Findings

Q1. Satisfaction With Living in St. Helena

Adults 18+

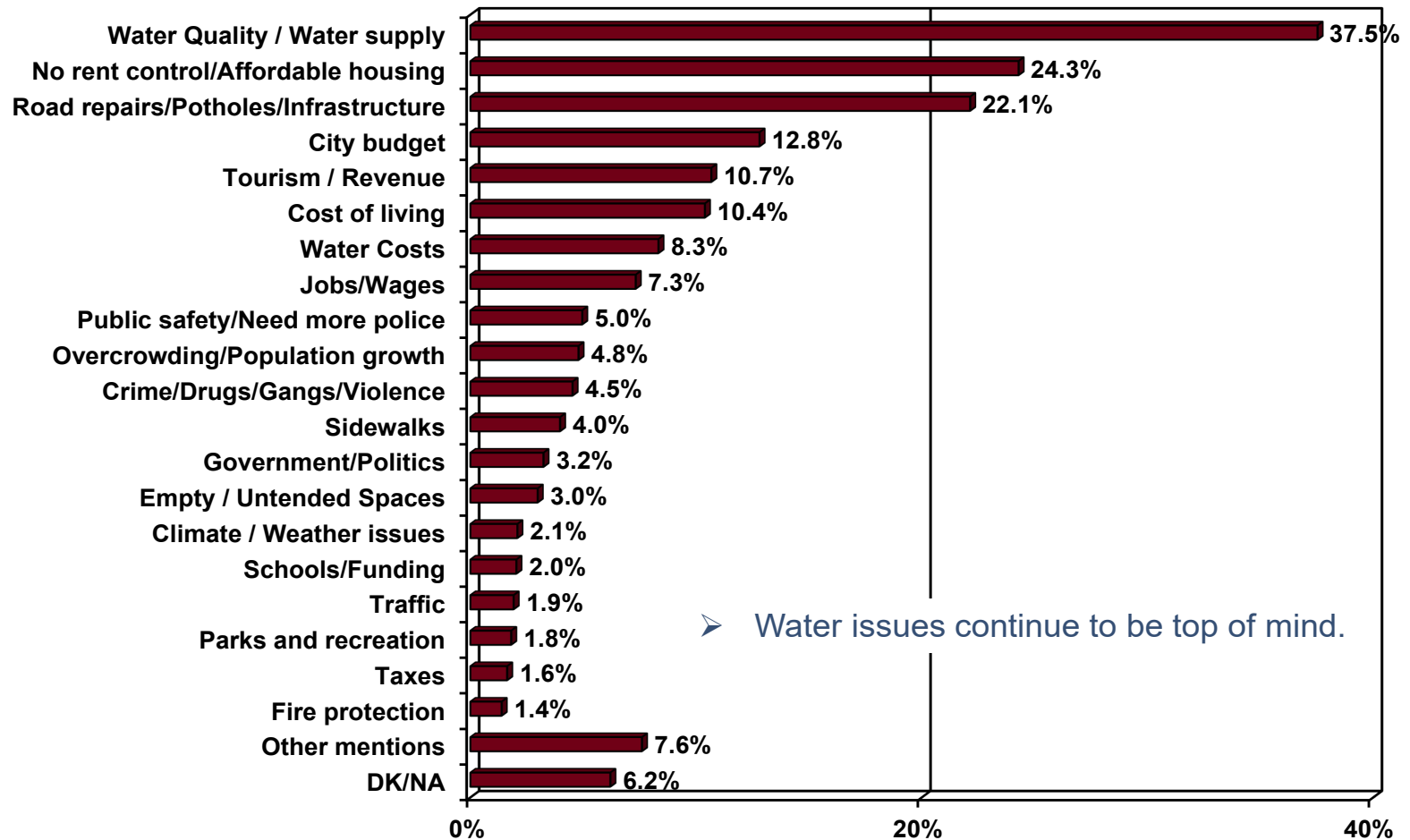
GODBE RESEARCH
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Q2. Issues Facing St. Helena -- 2025

Adults 18+

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Gain Insight



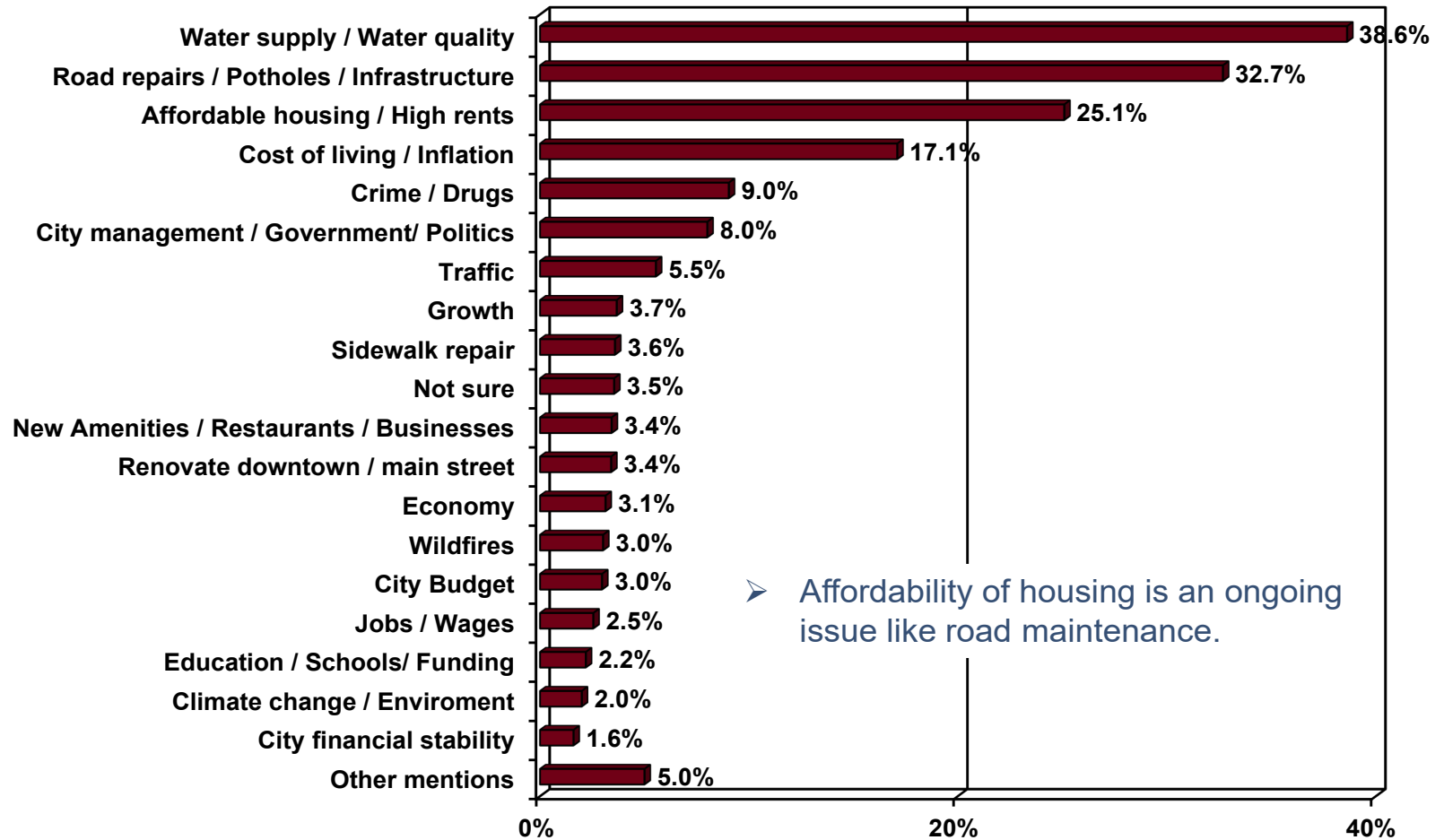
Note: Issues that were mentioned by less than 2 percent of the residents have been added to the "Other mentions" category for charting purposes.

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Q2. Issues Facing St. Helena -- 2022

Adults 18+

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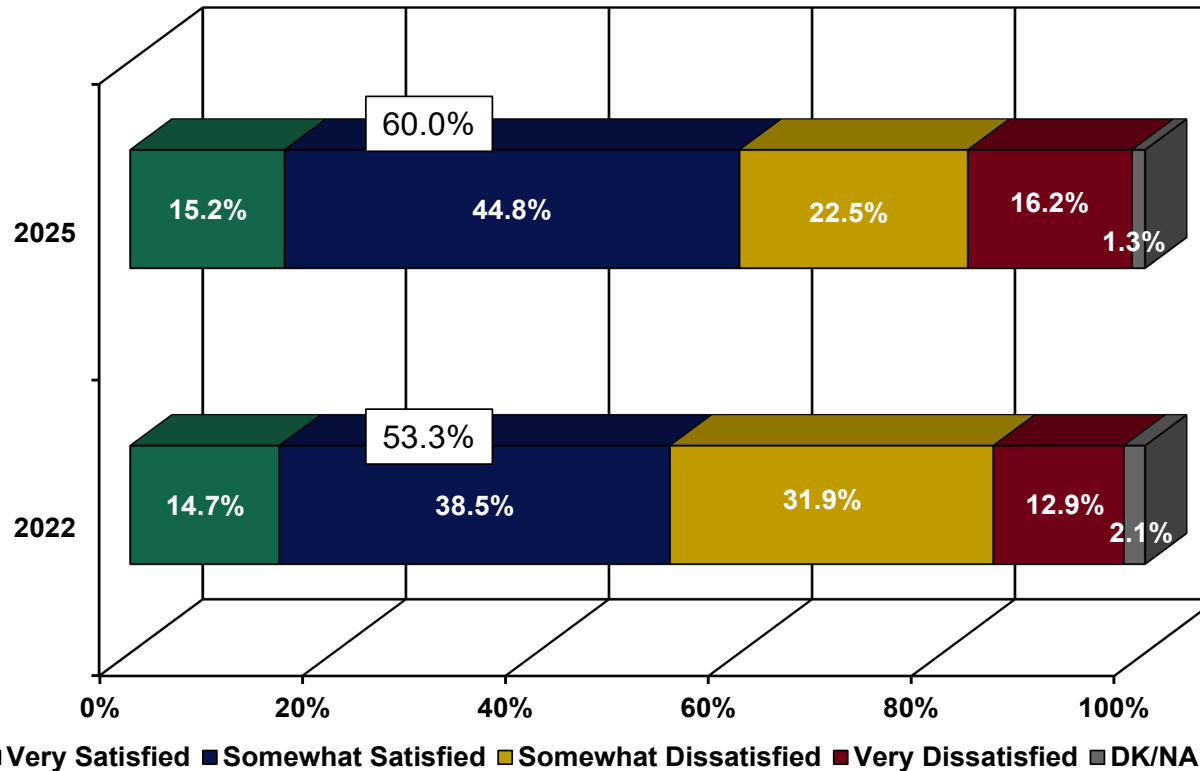


Note: Issues that were mentioned by less than 2 percent of the residents have been added to the "Other mentions" category for charting purposes.

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Q3. Satisfaction With Provision of City Services Adults 18+

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Voter Surveys

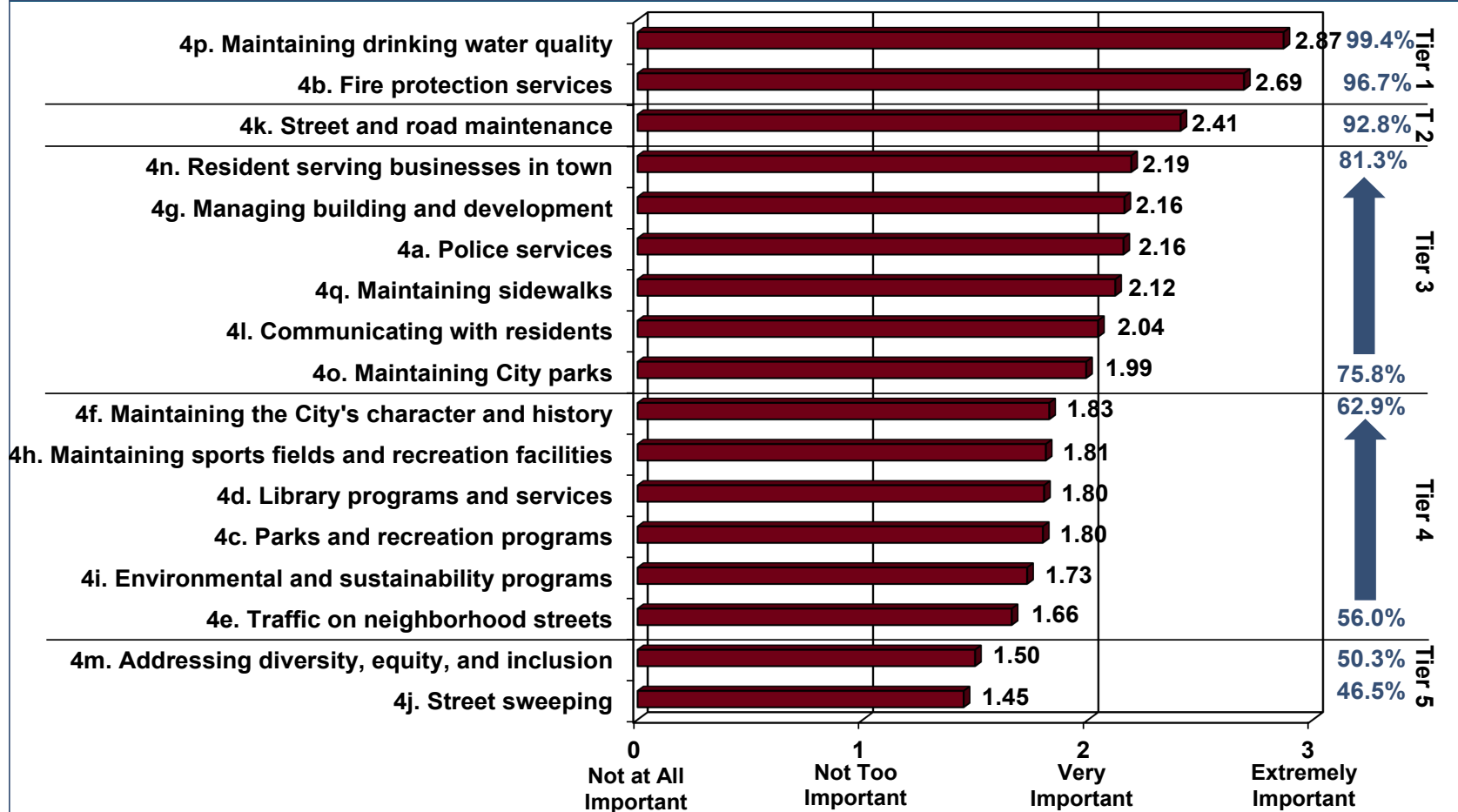
2024 = 65% Approve
2023 = 51% Approve
2021 = 51% Approve
2016 = 43%

- Resident and voter surveys all show a steady improvement of trust and confidence in the City.

Q4. Importance of City Services, Programs and Facilities

Adults 18+

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Gain Insight



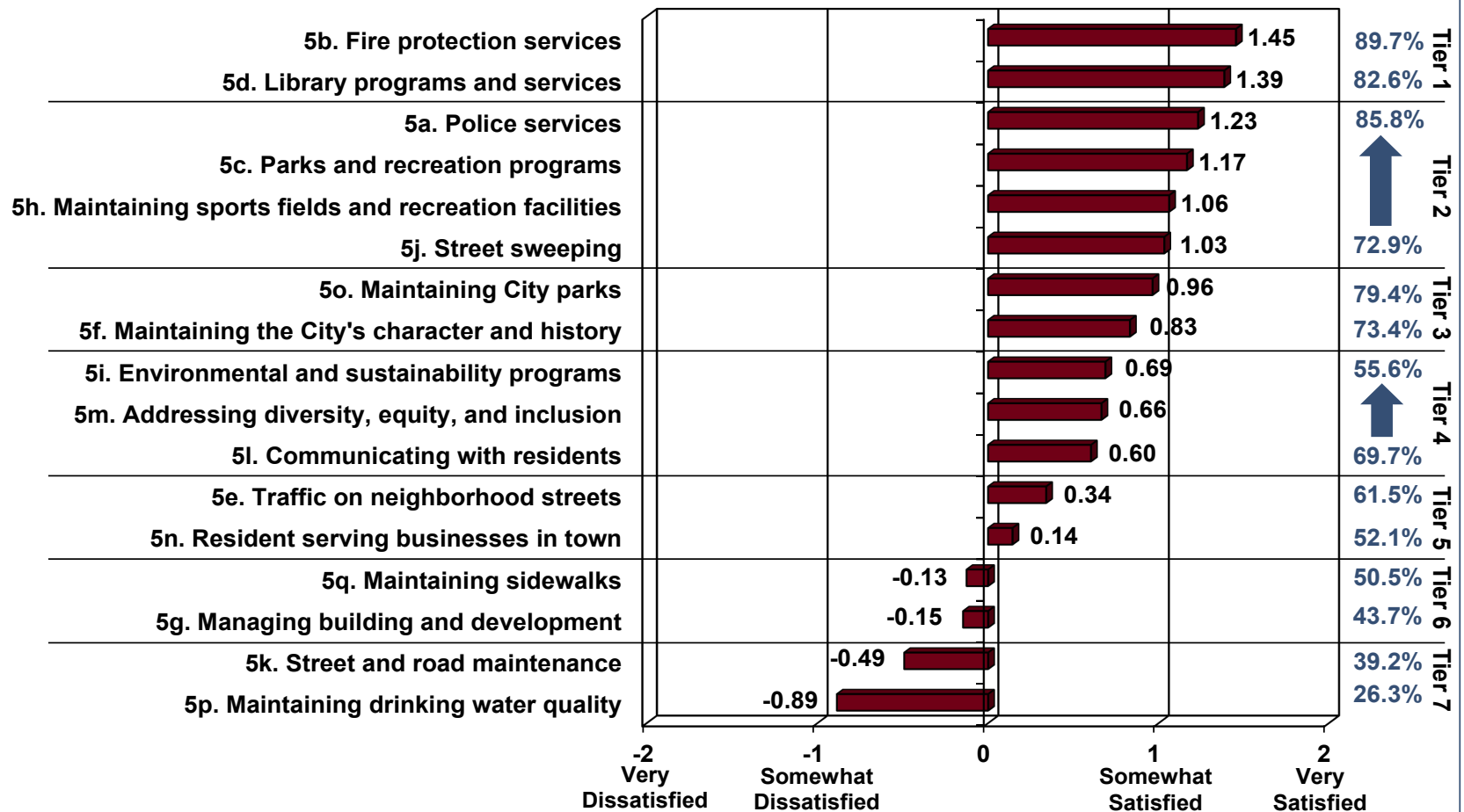
Note: The above rating questions have been abbreviated for charting purposes, and responses were recoded to calculate mean scores: "Extremely Important" = +4, "Very Important" = +3, "Not Too Important" = +2, and "Not at All Important" = 0.

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Q5. Satisfaction With City Services, Programs and Facilities

Adults 18+

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Gain Insight



Note: The above rating questions have been abbreviated for charting purposes, and responses were recoded to calculate mean scores: "Very Satisfied" = +2, "Somewhat Satisfied" = +1, "Somewhat Dissatisfied" = -1, and "Very Dissatisfied" = -2.

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Q4/Q5. Importance/Satisfaction With City Services, Programs and Facilities – 2025 Adults 18+

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	Importance	Satisfaction
4/5p. Maintaining drinking water quality	2.87	-0.89
4/5b. Fire protection services	2.69	1.45
4/5k. Street and road maintenance	2.41	-0.49
4/5n. Resident serving businesses in town	2.19	0.14
4/5g. Managing building and development	2.16	-0.15
4/5a. Police services	2.16	1.23
4/5q. Maintaining sidewalks	2.12	-0.13
4/5l. Communicating with residents	2.04	0.60
4/5o. Maintaining City parks	1.99	0.96
4/5f. Maintaining the City's character and history	1.83	0.83
4/5h. Maintaining sports fields and recreation facilities	1.81	1.06
4/5d. Library programs and services	1.80	1.39
4/5c. Parks and recreation programs	1.80	1.17
4/5i. Environmental and sustainability programs	1.73	0.69
4/5e. Traffic on neighborhood streets	1.66	0.34
4/5m. Addressing diversity, equity, and inclusion	1.50	0.66
4/5j. Street sweeping	1.45	1.03

- Street and road maintenance shows significant improvement since 2022.

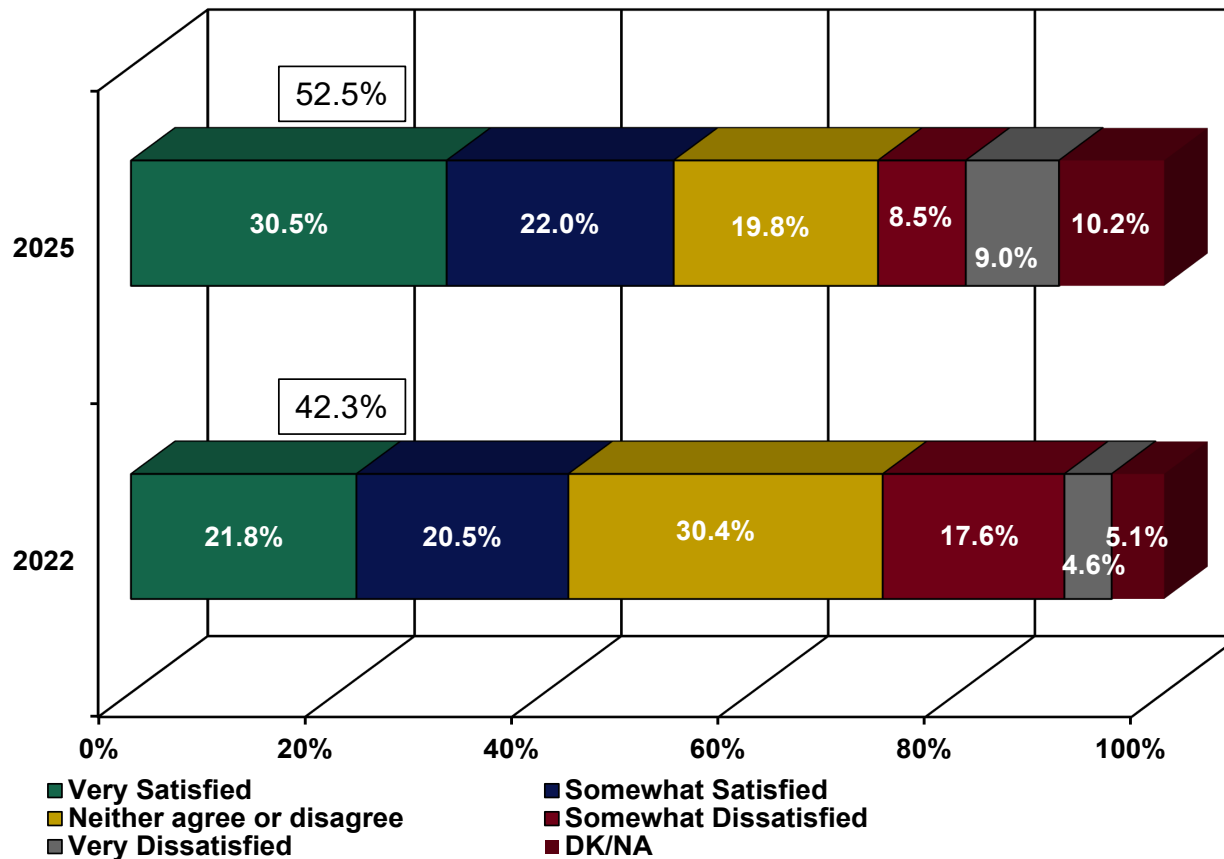
Q4/Q5. Importance/Satisfaction With City Services, Programs and Facilities – 2022 Adults 18+

GODBE RESEARCH
Gain Insight

	Importance	Satisfaction
4B. Fire protection services	2.66	1.45
4K. Street and road maintenance	2.55	-0.71
4L. Communicating with residents	2.25	0.35
4G. Managing building and development	2.14	-0.07
4I. Environmental and sustainability programs	2.09	0.61
4N. Resident serving businesses in town	2.09	-0.04
4A. Police services	2.06	1.19
4D. Library programs and services	1.97	1.34
4F. Maintaining the City's character and history	1.93	0.88
4C. Parks and recreation programs	1.90	0.99
4H. Maintaining sports fields and recreation facilities	1.86	0.95
4E. Traffic on neighborhood streets	1.82	0.48
4M. Addressing diversity, equity and inclusion	1.66	0.49
4J. Street sweeping	1.58	1.08

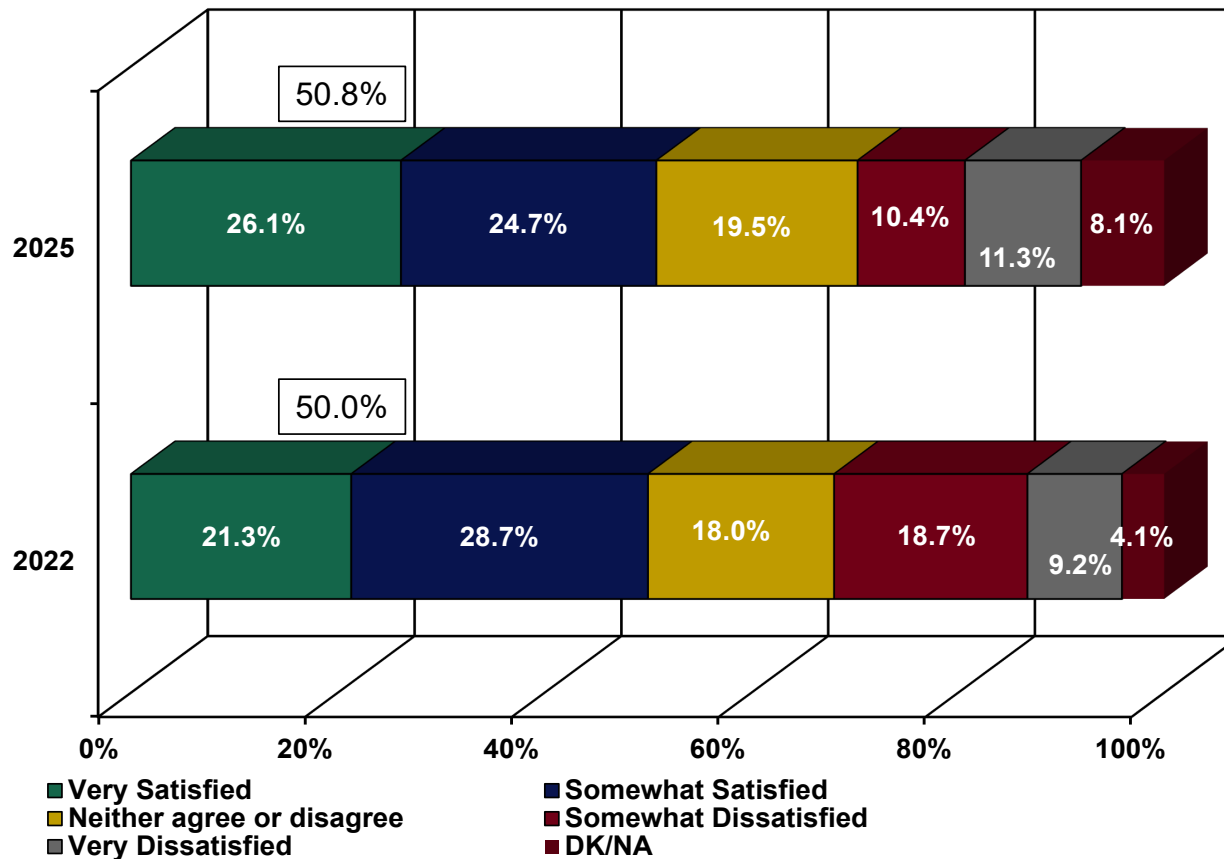
Q6. Agreement That The City Values Residents Diverse backgrounds Adults 18+

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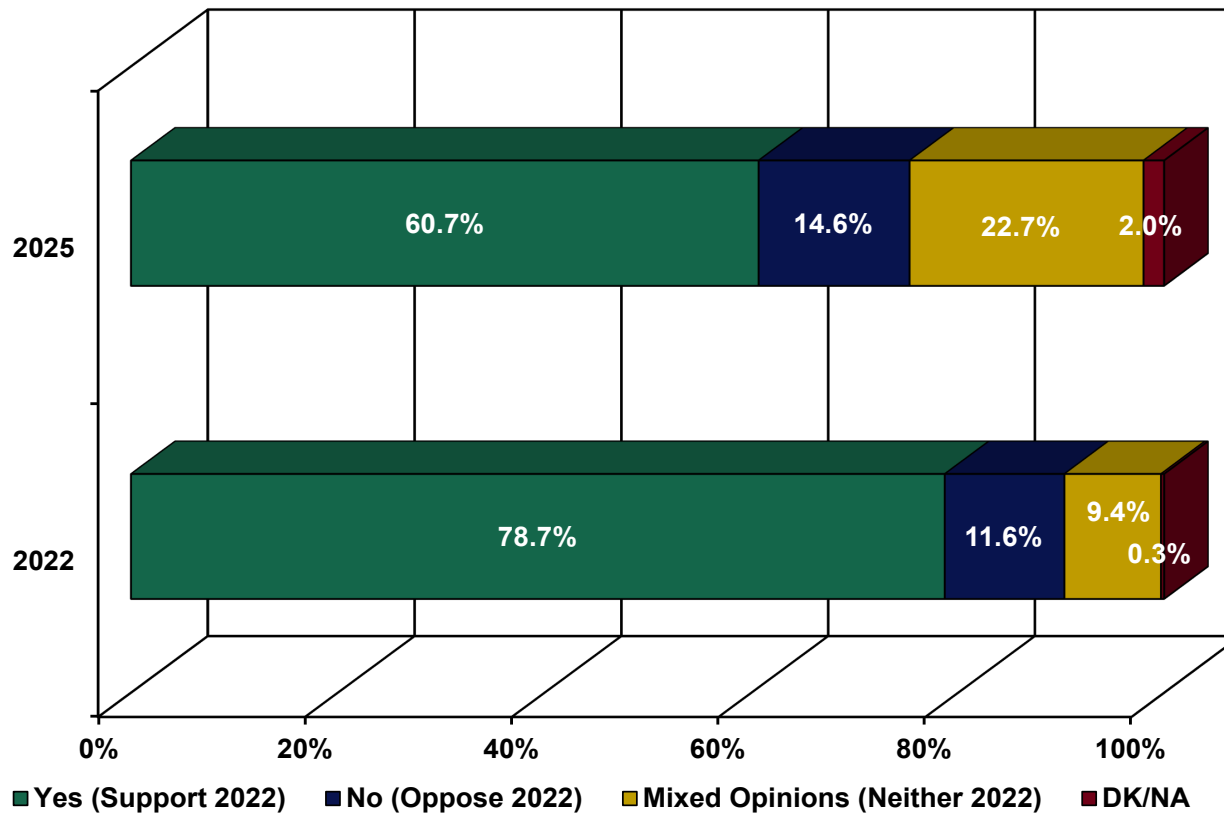
Q7. Agreement There are Opportunities for All Residents to Participate in City Government Adults 18+

GODBE RESEARCH
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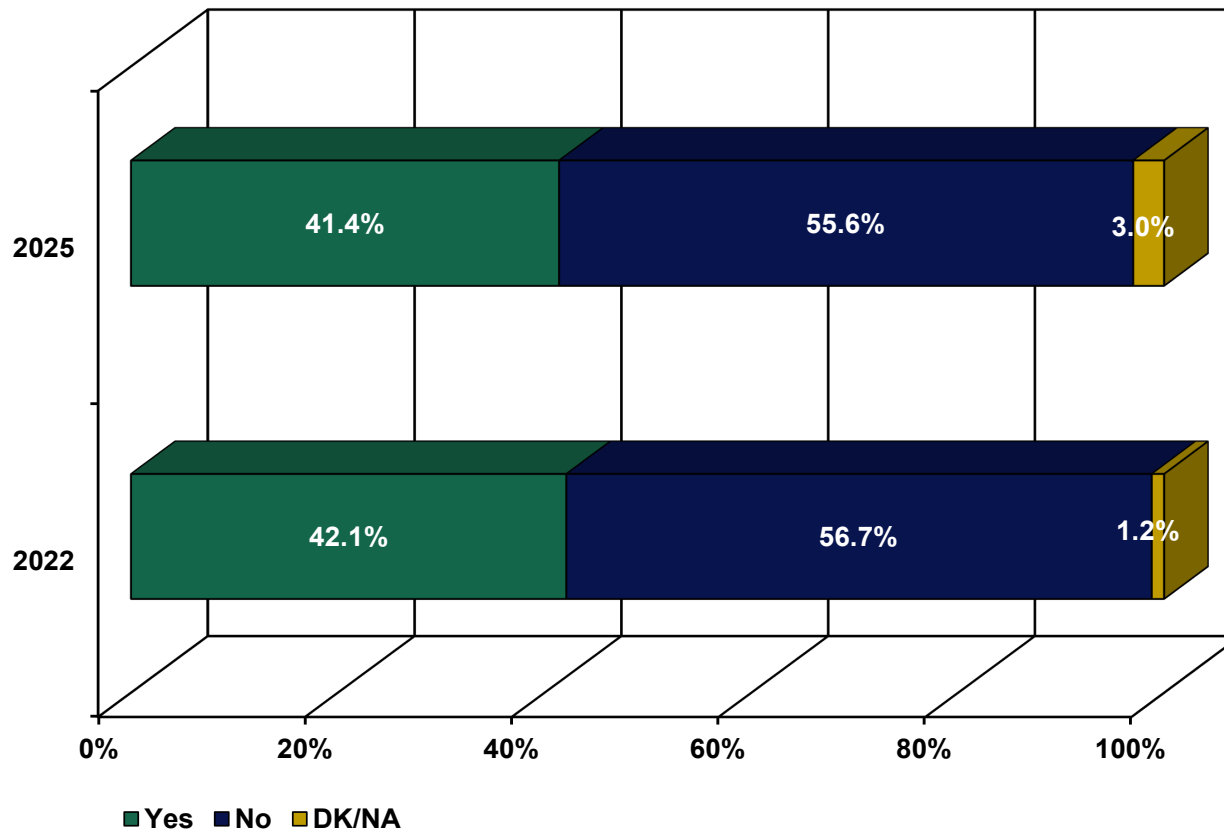
Q8. Should City Encourage More Workforce Housing Adults 18+

GODBE RESEARCH
Gain Insight



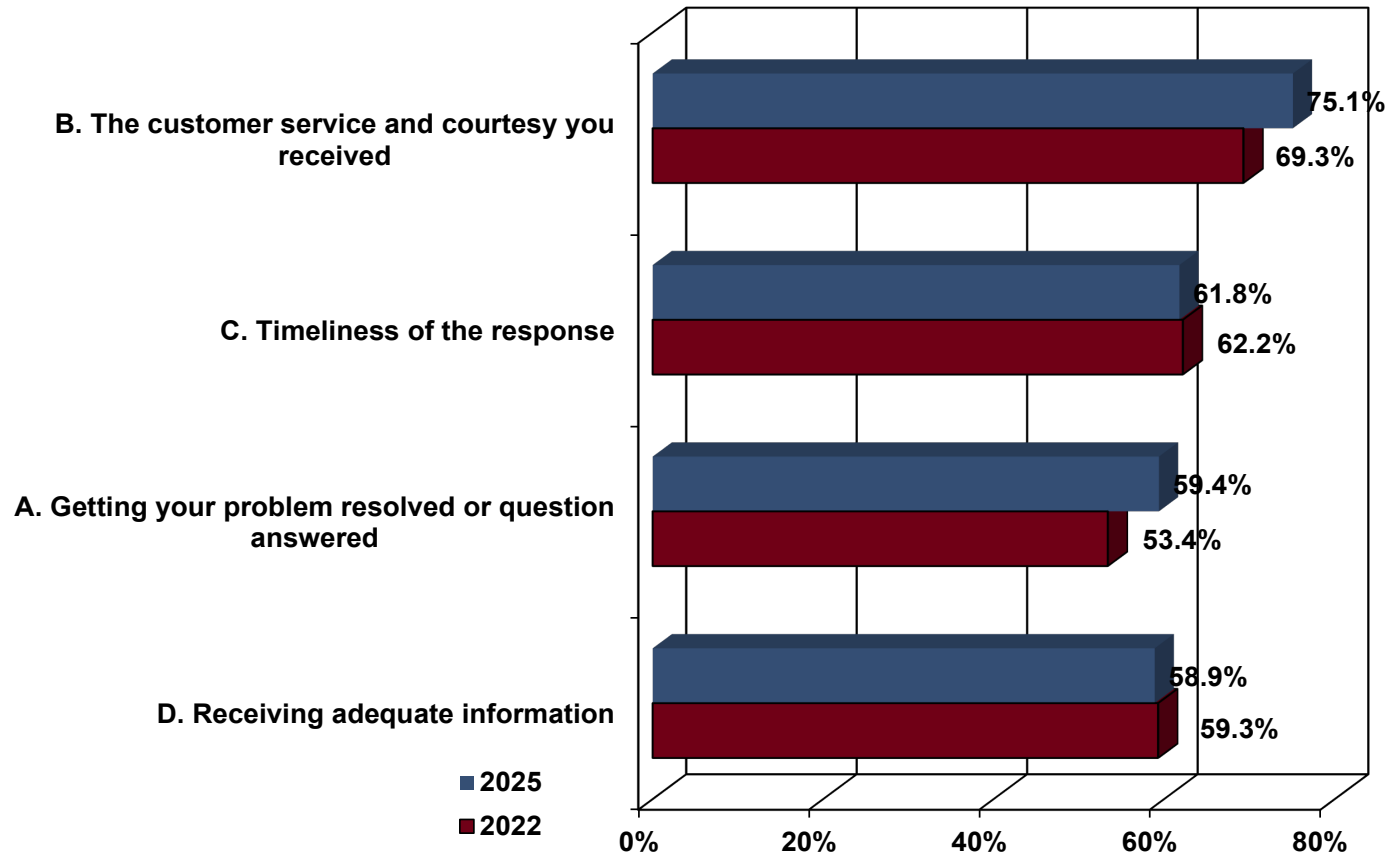
Q9. Contacted City Department for Non-Emergency in Previous 12 Months Adults 18+

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Q10. Satisfaction With City Department Contact Respondents that Contacted City

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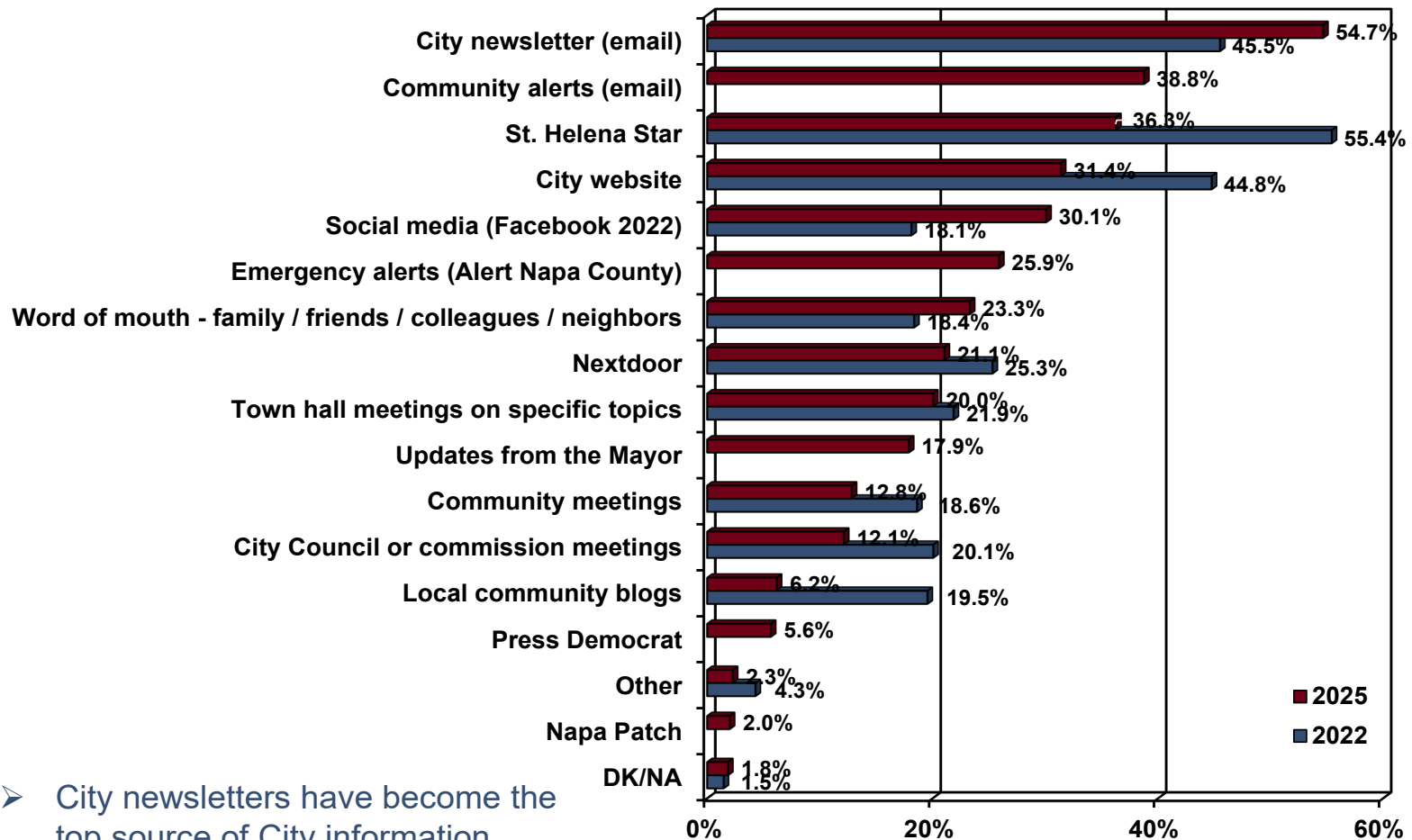


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Q11. How Would You Prefer to Get Information About Local Community, Events & City Gov't Adults 18+

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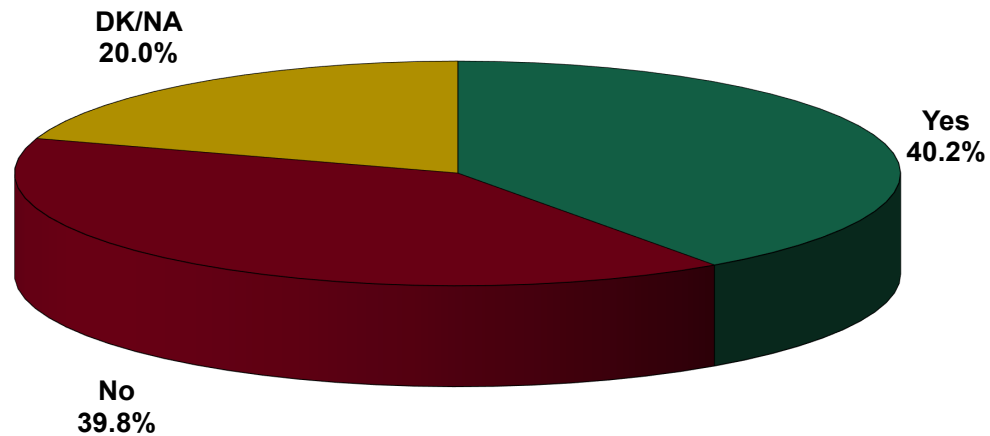


➤ City newsletters have become the top source of City information.

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Q12. Support for Charter City Measure Adults 18+

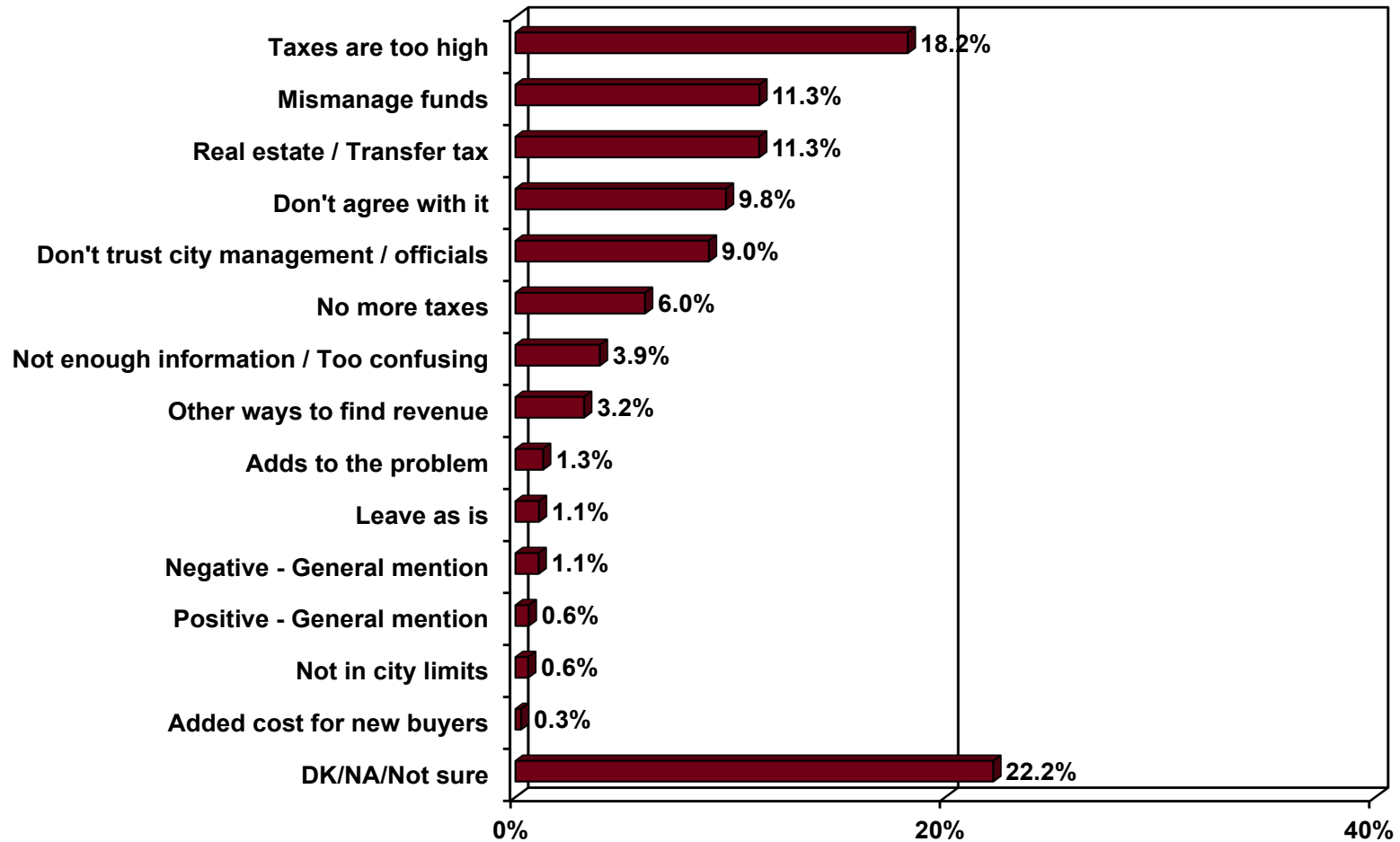
GODBE RESEARCH
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Q13. Follow-Up for “No” Responses, “Why is that?”

Adults 18+

GODBE RESEARCH
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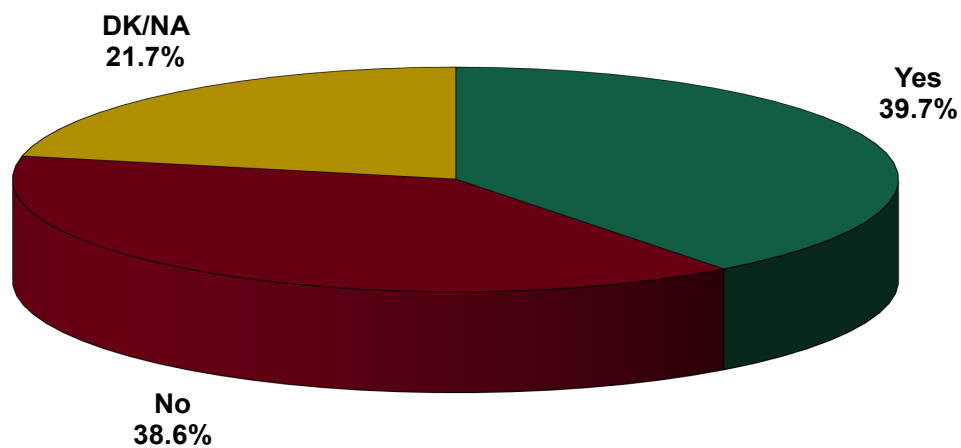
Note: Issues that were mentioned by less than 2 percent of the residents have been added to the “Other mentions” category for charting purposes.

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Q14. Support for Real Property Transfer Tax Measure

Adults 18+

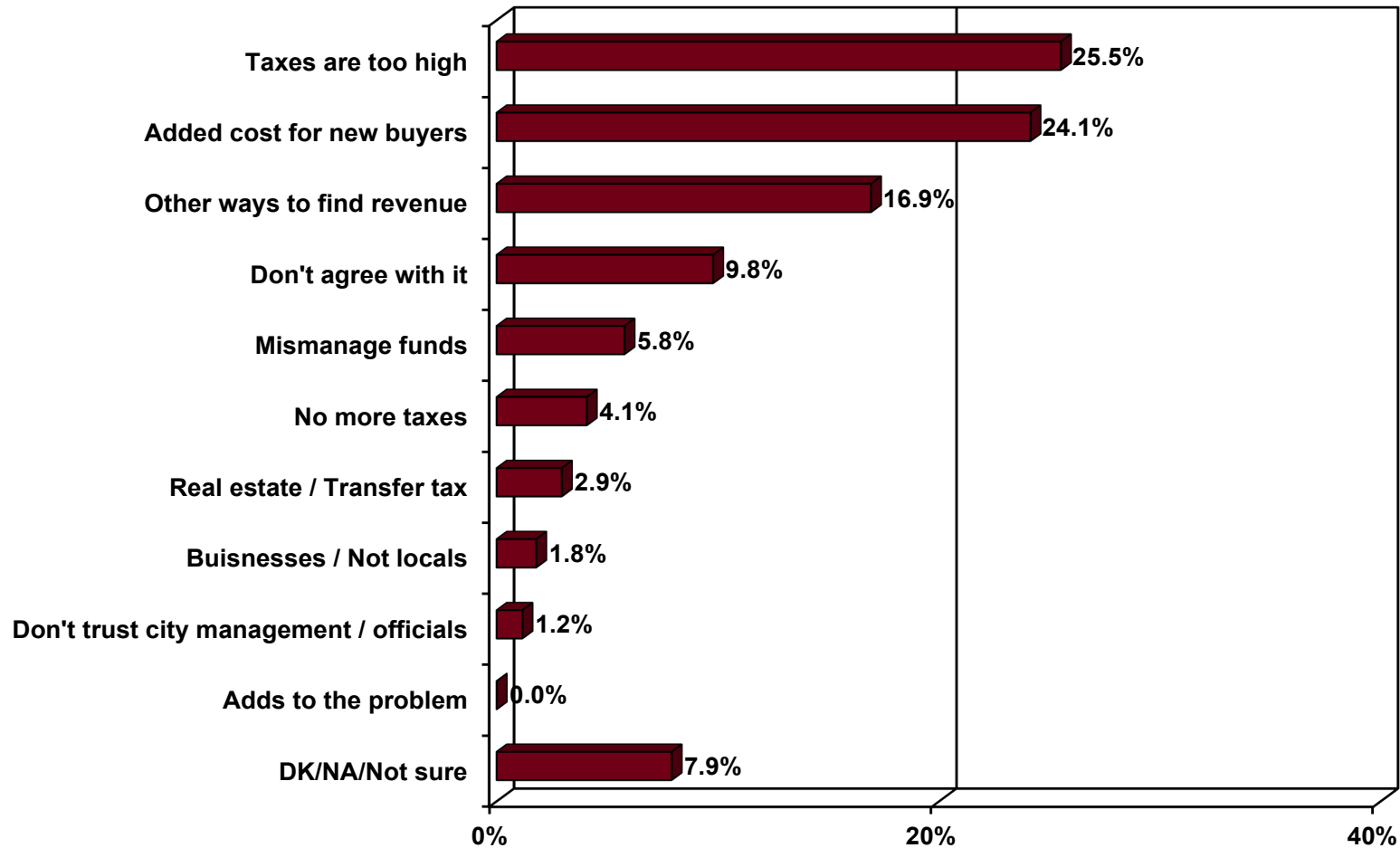
GODBE RESEARCH
Gain Insight



Q15. Follow-Up for “No” Responses, “Why is that?”

Adults 18+

GODBE RESEARCH
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Note: Issues that were mentioned by less than 2 percent of the residents have been added to the “Other mentions” category for charting purposes.

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www.godberesearch.com

California and Corporate Offices
1220 Howard Avenue, Suite 250
Burlingame, CA 94010

Nevada Office
59 Damonte Ranch Parkway, Suite B309
Reno, NV 89521



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department:

DATE:	March 25, 2025
FROM:	Dave Jahns, Director of Community Services
SUBJECT:	Discussion and direction on whether to implement a professional fireworks display as part of the City's 2025 4th of July festivities; If approved, authorize City Manager to enter into a professional services agreement with Devastating Pyrotechnics, Inc. for implementation of the fireworks display.
RECOMMENDED ACTION:	Staff is requesting the Council take the following action(s): 1. Provide direction to staff on whether to implement a professional fireworks show for the 2025 4th of July festivities 2. If yes, approve the attached resolution, authorizing the City Manager to enter into a Professional Services Agreement with Devastating Pyrotechnics, Inc.
PREVIOUS COUNCIL ACTION:	City Council approved resolution 2024-053, authorizing the City Manager to execute a professional services agreement with Devastating Pyrotechnics, Inc., at their April 23, 2024 meeting.
STATEMENT OF THE PURPOSE:	Determine whether staff should incorporate a professional fireworks display into the 2025 4th of July festivities.
FINANCIAL IMPACT:	The direct cost to implement a professional fireworks show is \$40,000. The total cost for all associated activities, materials, and service contracts is \$55,000. Due to the fireworks being cancelled in 2024, there is approximately \$31,000 remaining in the 2024 fund that staff would request to be carried over to 2025.

BACKGROUND:

The Parks and Recreation Department has facilitated community 4th of July festivities in various formats over the last several years, including a professional fireworks display beginning in 2015. During that span, there has been inconsistency in implementing fireworks year-over-year, due to varying reasons:

- 2015 – 2019: Fireworks display implemented
- 2020 – 2022: No fireworks due to COVID and local fire impacts

- 2023: Fireworks display implemented
- 2024: Fireworks cancelled due to increased fire risk from weather impacts

While the fireworks display was cancelled a few days prior to the event in 2024, staff moved forward with a modified community celebration by shifting all activities to Crane Park and providing a later start time due to high temperatures:

2024 Overview

- Saint Helena Community Band performance
- Family activities (Inflatables, face painting, games, roaming entertainers, etc.)
- Community splash zone (water slides and Fire Department spray)
- Red, White, and Blue bicycle parade around the park
- Live music
- Local food vendors

It is estimated that 700-750 people attended the community event in 2024, and staff received primarily positive feedback on the format and the decision to postpone/cancel the fireworks display, given the weather conditions.

DISCUSSION:

The 4th of July continues to be very well attended and is one of the our community's marquee events. Staff are in the process of evaluating and creating the framework for the 2025 4th of July festivities, including the potential to host a professional fireworks show.

In the years the City has implemented a professional show, the community has shown-up in high numbers (approximately 2,000 – 2,500 in attendance) and staff received significant positive feedback from individuals who attended the shows. That being said, staff recognize not all are in favor of fireworks and there are multiple factors that drive the decision.

Fiscal Impact

Below is an overview of approximate costs for implementation of 4th of July festivities and accompanying fireworks, similar to what has been provided in recent years:

- Fireworks contract is approximately \$40,000
- Total cost for all associated activities, materials, and service contracts for an event with fireworks is \$55,000
- Estimated cost for a community event without fireworks (similar to 2024) is \$15,000 – \$20,000. This number can be scaled up or down, based on the available budget and community interests
- Drone shows are a viable option, but significantly more expensive than fireworks. For example, a 15-minute drone show implemented in a neighboring municipality cost approximately \$110,000 in 2024.

If the City Council provides direction to move forward with a professional fireworks show, staff would return to the practice of actively seeking sponsorship to help offset the cost of the event, with a goal to raise \$20,000 in fundraising support.

Potential Impacts from Fireworks

- Environmental – During the course of staff's research, it appears there are limited studies on the long-term impacts, but research shows that fireworks displays create heightened adverse conditions, at least in the immediate timeframe during and following the show. While undoubtedly impactful, fireworks most likely are not as detrimental in the long-term as other regular practices (ex: auto travel, flying, plastic pollution, certain animal agriculture practices, etc.) that contribute to environmental pollution. Below is a summary of known impacts from fireworks:
 - Carbon monoxide, carbon dioxide, and nitric oxide levels increase during the course of the show
 - Metals that create bright colors are dispersed as particulates into the environment
 - Ozone is released – secondary pollutant and greenhouse gas
 - Release of Perchlorate has been associated with soil and water contamination
 - May lead to an increase in microplastic contamination – most associated with shows near or over water sources
- Wildlife and Domestic Animals
 - Fireworks can be frightening for both domestic pets and wildlife. Animals may become stressed, lost, or injured. May impact some migratory patterns and behaviors
 - Remaining debris may pose risks if ingested or if they contaminate food/water sources
- People
 - Can cause issues for individuals in the vicinity with respiratory sensitivities
 - May be triggering for individuals impacted by PTSD or noise sensitivities
 - May be disruptive for those not attending the show (noise, increased traffic)
 - Many people find joy and community togetherness from attending fireworks displays

Safety

- Launch site and logistics are coordinated with Fire Department, Public Works, School District, and licensed fireworks operator
- Weather conditions are monitored up to, and on the day of, the display. Fire conditions, strong winds, red flag warnings, all could lead to a potential postponement or cancellation
- Based on weather patterns of recent years, there is a likelihood where staff will be monitoring up to the week/days of the event
- Research provides that the implementation of professional shows may lessen the use of personal fireworks which can pose a greater fire, health, and safety factor.

Benchmarking

- American Canyon is the other municipality in Napa County that planned a fireworks show in 2024
- Napa implemented a drone show; Calistoga implemented a laser light show; Yountville did not host an “after-dark” option.
- Several communities in Sonoma County have hosted shows in recent years: Petaluma, Rohnert Park, Santa Rosa, Windsor, Healdsburg

Feedback

Staff utilized the software FlashVote to obtain feedback on the topic and received 195 responses from the community.

Based on the survey question *"Looking ahead to the Fourth of July celebration this year, which of the following do you think are important to have? (Choose all that apply)"*, the activities that received the most votes for importance were as follows:

- Local Vendors/Food Trucks - 64%
- Fireworks (weather/fire risk permitting) - 61%
- Live Music - 55%
- Family Friendly Festival - 42%
- Children's Bike Parade - 38%

The full survey and written responses can be viewed here: <https://www.flashvote.com/st-helena-ca/surveys/fourth-of-july-02-25?via=email>.

Additionally, the Parks and Recreation Commission discussed the topic at their February meeting. Four commissioners were in favor of moving forward with fireworks in 2025, while one preferred to discontinue fireworks and follow an event framework similar to 2024. Commissioners shared their support for fireworks due the success and community turnout seen during the 2023 festivities. Several commissioners encouraged staff to continue to analyze the benefits of alternative options such as drones or light displays in future years, potentially when costs to implement such options decrease.

ENVIRONMENTAL REVIEW: See discussion section for possible environmental impacts. As part of the cross-departmental planning process, the site layout, fallout zone, and overall event plan will be reviewed by the City's Environmental Services staff. Event staff and fireworks operator will follow all requirements set in place including protocols with set-up, implementation, and clean-up.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[July 4 Fireworks Resolution_03.11.2025](#)
[Devastating Pyrotechnics PSA_03.11.25](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-

**Resolution of the City Council of the City of St. Helena
Authorizing the City Manager to Execute a Professional
Services Agreement with Devastating Pyrotechnics, Inc.
in the Amount of \$40,000 for the 2025 July 4th Fireworks
Show**

WHEREAS, Since 2015, St. Helena Parks and Recreation has organized July 4th festivities, including a professional fireworks display in select years, for the community; and

WHEREAS, The 2023 July 4th festivities, including a professional fireworks display provided by Devastating Pyrotechnics, Inc., were deemed a successful event with large community turnout and support; and

WHEREAS, in February 2024, staff issued a Request for Proposals for a qualified and skilled professional fireworks operator and after review, staff determined Devastating Pyrotechnics, Inc. met the standards of the RFP and has demonstrated the ability to provide a high-quality and professional fireworks display; and

WHEREAS, In July 2024, City staff made the decision to postpone to the fireworks show due to adverse weather conditions; and

WHEREAS, City staff and the Council have made the determination to bring back a fireworks show in 2025, assuming no existing fire concerns, and wish to honor the 2024 agreement with Devastating Pyrotechnics, Inc.; and

WHEREAS, City staff and Devastating Pyrotechnics will collaborate in the weeks leading up to the event to ensure a safe environment to implement a professional and controlled fireworks display for the community in 2025.

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

SECTION 1. Authorize the City Manager to execute a Professional Services Agreement with Devastating Pyrotechnics, Inc.

SECTION 2. Authorize the expenditure of \$40,000 from the 2025-26 operating budget

Approved at a Regular Meeting of the St. Helena City Council on March 11, 2025, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Michelle Deasy: _____

Council Member Aaron Barak: _____

Council Member Kate Spadarotto: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on March 11, 2025, by and between the City of St. Helena, located in the County of Napa, State of California (City), and Devastating Pyrotechnics, Inc. (Contractor).

RECITALS:

A. City desires to employ Contractor to furnish professional services in connection with the event described as July 4th Fireworks Show.

B. Contractor has represented that Contractor 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

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

SECTION 2 – ADDITIONAL SERVICES

Contractor 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 Work”**, 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 Work”**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amount specified in **Exhibit B, “Costs”** attached hereto and made a part hereof. Total compensation shall not exceed \$40,000.00, unless additional compensation is approved in accordance with Section 2.

B. Contractor 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, subcontractor contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement (if applicable). City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in

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PSA Template - Pyrotechnics

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 Contractor 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 Contractor 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 Contractor.

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

SECTION 5 – STANDARD OF PERFORMANCE

Contractor 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. Contractor 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, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor'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 Contractor'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 Contractor'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

Contractor 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 Contractor, 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. Contractor shall maintain limits no less than:
1. General Liability: \$5,000,000 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 – \$10,000,000.
 2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Professional Liability Insurance. When Contractor 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"), Contractor shall maintain at least \$2,000,000 of professional liability insurance.
- D. Excess Limits. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. 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 Contractors 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 Contractors 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 Contractor or Contractor's subcontractors; or automobile owned, leased, hired or borrowed by the Contractor.
 2. For any claims related to Contractor's conduct while performing the work of this project, the Contractor'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 Contractor'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. Contractor'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. Contractor 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. Contractor shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Contractor, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Contractor 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 such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor'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 Contractor shall ensure

Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor 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 Contractor 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 Contractor. When requested by City, but no later than three years after project completion, Contractor 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 Contractor 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, Contractor 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 Contractor may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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. Contractor, 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 Contractor gives City notice of such court order or subpoena.

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

D. Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Contractor shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Contractor 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. Contractor 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 Contractor to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Contractor 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 expressly 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. Contractor 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 Contractor 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 Contractor of Contractor's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Contractor'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 Contractor's final invoice.

B. Contractor's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – 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 Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – 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: Director of Community Services
1088 College Avenue
St. Helena, California 94574

To Contractor: Devastating Pyrotechnics, INC
477 2nd Avenue
San Francisco, CA 94118

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY 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 21 – 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 Contractor 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 22 – 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 Contractor without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – 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, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a wavier of any of the provisions of this Agreement.

SECTION 26 – 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 27 – 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 28 – SPECIAL PROVISIONS

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

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

Contractor:

City:

By: _____

By: _____

Name: **Neil Li**

Name: **Anil Comelo**

Title: General Manager

Title: City Manager

Approved as to Form:

By:

Name: Ethan Walsh

Title: City Attorney



March 15, 2024

Dave Jahns
Director of Parks & Recreation
djahns@cityofsthelena.org
City of St Helena
1088 College Avenue
St Helena, CA 94574

Subject: Request for proposal fireworks display

I have designed an exciting display for your consideration. The below program is our initial proposal given the selected shoot site, and the ample setbacks it provides (up to 3-inch shells). The proposed show is consistent with your spectator viewing area and shoot location. We also invite an audit of all product, equipment and crew on the day of the shoot. We guarantee you will get every item listed in our proposal.

Devastating Pyrotechnics will provide all equipment and labor, acquire all permissions and security mandated by authorities having jurisdiction, reserve all transportation required, Workman's Compensation in addition to liability insurance for your fireworks display. I have attached to this proposal a copy of our sample insurance certificate. Devastating Pyrotechnics carries a \$ 5 Million dollars per incident clause to cover the Fireworks Display along with \$1 Million dollars of workers comp liability.

We have taken into consideration the complexities of producing a display at the selected location. All product proposed was selected with your location in mind keeping safety of spectators at the forefront. The proposed display package will contain multi-shot barrage devices that fire continuous sequential effects throughout the duration of the display. This will certainly keep the sky filled for the duration of the display. The finale will leave your spectators in awe.

As the General Manager of the one of California's premier and only local/minority owned (San Francisco) firework companies I can assure you we have done our best to provide you with a quote that will deliver those special memories that your community and guests will have for years to come.

I welcome any questions you may have and I thank you for considering our company to be part of your Independence Day celebrations.

Sincerely,

Neil Li
General Manager, Devastating Pyrotechnics, Inc
(415)793-5332
neil@devastatingpyro.com
477 Second Ave
San Francisco, CA 94118



Experience & Qualifications:

Devastating Pyrotechnics is one of the premier importers and manufacturers of display pyrotechnics in the Western US. We are also the largest importer and distributor of high-quality Chinese Celebration Firecrackers used in professional displays and parades around the US and the globe.

The corporate headquarters and main operations are based in San Francisco, CA. All product is imported directly or manufactured locally keeping costs at a minimum, allowing us to pass those savings on to our customers.

Devastating Pyrotechnics currently employs 3 full-time individuals and maintain dozens of licensed and trained pyrotechnicians. All staff and technicians working on your display will be fully trained, federally approved, Devastating Pyrotechnics employees.

All display technicians have attended Devastating Pyrotechnics' extensive training program and have met all of the rigorous safety requirements, which exceed state and federal requirements. All technicians have passed State and Federal background checks. We offer a number of different training courses with extensive classroom and hands-on training to our crews.

Apprentice Technicians always work alongside experienced technicians (mentors) to gain hands on, supervised experience.

Devastating Pyrotechnics Fireworks is proud to be the only local pyrotechnic display company in Northern California. We must prove our quality and customer satisfaction to every client, on every show, every time. Our goal is to outperform the "Big Display Companies" with every show, no matter how large or small. We are the underdog, and enjoy that position and, most importantly, have a perfect safety record

Devastating Pyrotechnics Key Team Members:

Kenny Chee – Owner/ CEO with 25 years' experience Product Manufacturing, Selection and Import. Devastating Pyrotechnics Fireworks is a Licensed ATF and CalFire Importer & Manufacturer of display pyrotechnics. Member of Western Pyrotechnics Association, NFA, PGI (PGI Certified Operator), NFPA Educated and Trained, and California (CalFire) Licensed Operator.

Neil Li – General Manager 20 years' experience with producing and coordinating pyrotechnic displays.

Jack Lee – Operations Manager overseeing Site Storage and Product Safety and Security. Member of Western Pyrotechnics Association, NFA, PGI (PGI Certified Operator), NFPA Educated and Trained, and California (CalFire) Licensed Operator.



Devastating Pyrotechnics Safety:

All Devastating Pyrotechnic technicians undergo annual safety training and licensing. Devastating Pyrotechnic technicians are governed by strict safety protocols that mandate proper safety protocols be followed, including the use of required safety equipment and clothing.

Devastating Pyrotechnics selects shoot sites and product based on NFPA 1123 requirements, as well as California Title 19 requirements. These protocols reduce any risk to spectators and crew should a catastrophic incident occur.

All product is selected with safety, site location and customer requirements in mind. Product is selected to minimize fallout and reduce fire danger to spectators, property and equipment. Steps are taken to minimize any residual debris associated with the display.

Site safety and security is a top priority. No persons other than Devastating Pyrotechnics crew and the AHJ are to be permitted in the shoot site or the fallout zone.

Devastating Pyrotechnics crews, as a group, review the company emergency action plan prior to the start of every work day.

All fireworks are transported by California Licensed Haz-Mat drivers in secure, locked and placarded trucks in accordance to Federal DOT and California state regulations.

Devastating Pyrotechnics does not contract out hazmat transportation. Devastating Pyrotechnics is a DOT, CHP and California Registered Hazmat Trucking Company.



Scope & Detailed Work Plan

Operations:

Devastating Pyrotechnics will furnish a complete time line and emergency list of contacts to all parties involved.

Devastating Pyrotechnics understands the need to minimize impact on ALL adjacent facilities.

Devastating Pyrotechnics maintains a "good neighbor policy" and can help interface with the local community to prepare for the event.

Devastating Pyrotechnics will work to minimize residual debris while maximizing the visibility from all areas of the shoot site.

Scope of work and plan:

Devastating Pyrotechnics suggests using the proposed shoot site. Safe set back distance for the fallout area are consistent with Devastating Pyrotechnics use of NFPA 1123 setbacks (70+ feet per inch in diameter).

The following is a list of the product proposed by Devastating Pyrotechnics to be used in the Independence Day Celebration display.

The largest diameter of multi-shot(cakes) product to be used will be 3" diameter. The largest aerial firework shell to be used will be 3" diameter.



Main Body

2 Inch Devastating Pyrotechnics Assorted Select Shells 225
2.5 Inch Devastating Pyrotechnics Assorted Premium Shells 225
3 inch Devastating Pyrotechnics Assorted Premium Shells 225
Total Shells 675

Grand Finale

2 Inch Devastating Pyrotechnics Assorted Premium Finale Shells 200
2.5 Inch Devastating Pyrotechnics Assorted Premium Finale Shells 200
3 Inch Devastating Pyrotechnics Assorted Premium Finale Shells 200
Total Finale Shells 600

Total Display Shells 1275

Multi-Shot Devices (Bombardments 1.2 inch to 3 inch)

10,000 Shots

Total Multi Device Shots 10,000

Total Multi Shots and Display Shells 11,275



Devastating Pyrotechnics shall include a minimum crew of 6, including lead operator:

To Be Determined - Lead Operator and California (CalFire) licensed operator.

Devastating Pyrotechnics will interface directly with the local AHJ for all necessary permits, inspections, equipment and product.

Devastating Pyrotechnics will be following established company protocols, industry guidelines (NFPA 1123) as well as state and federal guidelines for safety.

Devastating Pyrotechnics team will work with the AHJ to mitigate any fire danger. Team members are trained in the use of fire suppression technics including the use of approved and certified extinguishers, shovels, brooms and other fire suppression tools.

Devastating Pyrotechnics crew will hose down surfaces or remove debris likely to pose a fire hazard. Lead operator will maintain constant contact with all team members as well as the local AHJ.

Devastating Pyrotechnics team will utilize all excess crew members as "spotters" for the display, looking for falling or burning debris both inside and outside the launch site.

Devastating Pyrotechnics will perform a thorough walk around of the site and perimeters immediately following the shoot identifying any live product or hot spots. Once area is determined to be free of hazards the site will be rested for 15 minutes before communicating "all clear" to the local AHJ. Upon receiving an "all clear" from the lead operator and local AHJ, the crew will commence breakdown and cleanup of the shoot site.



Event Budget

Devastating Pyrotechnics will commit to the event budget of **\$40,000**.

Devastating Pyrotechnics is confident in our ability to exceed expectations on delivery, set up and firing for the proposed budget.

Devastating Pyrotechnics implements specific protocols when determining display budgets using a method that is repeated several hundred times a year.

Devastating Pyrotechnics maintains a year-round lease agreement with Ryder putting thousands of trucks at our disposal at a moment notice. We are also a fully licensed, bonded and insured Hazmat trucking company. We never contract out Hazmat transportation to other companies or contractors.

Devastating Pyrotechnics is one of the largest fireworks importers into the Western United States. We are also a fully licensed manufacturer. We run a lean operation and maintain minimal overhead allowing us to provide the most competitive pricing in the industry. We are able to assure our customer they are getting premium service with exceptional value. We ALWAYS encourage our customers to audit their shoot sites to insure they are getting everything they paid for.



Delivery Schedule and Timeline

July 3

10:00 - 12:00 Arrival of Truck with Equipment and Product

12:00 – 19:00 Setting up and Staging firework racks in Skate Park

19:00 – 10:00 (next day) overnight security needed from Client for Truck with Fireworks

July 4

10:00 – 18:00 Loading product and wiring for electronic ignition.

21:30 - 21:48 Fireworks Display

21:50 – 22:10 Shoot site Cooldown (Safety precaution)

22:10-22:20 Licensed shooter walk through of shoot site to determine safe for cleanup

22:20 – 01:00 (next day) Clean up and pack up equipment



Reference Review

1. San Francisco Chinese New Year Parade
Union Square, San Francisco, CA
Harlan Wong, Parade Director, Harlan.wong@chinese Parade.com
February 24, 2024
2. Independence Day Fireworks Display
Del Rio Country Club, Modesto, CA
Marissa Brown, Catering Director Assistant, marissa@delriocountryclub.com
July 4, 2023
3. Independence Day Fireworks Display
Woodward Reservoir, Oakdale, CA
Julie Orona, Events & Marketing Specialist, Stanislaus County Parks & Recreation, jorona@parksrec.org
July 1, 2023



4th of July Fireworks Discussion and Direction

*City Council Meeting
February 25, 2025*

Background

- 2015 – 2019: Fireworks display implemented
- 2020 – 2022: No fireworks due to COVID and local fire impacts
- 2023: Fireworks display implemented
- 2024: Fireworks cancelled due to increased fire risk from weather impacts



2024 4th of July Recap

- No fireworks
- Community band and cover band
- Family activities
- Community splash zone
- Bicycle parade around the park
- Local food vendors
- Estimated 700 – 750 people in attendance



Fiscal Impact

- Fireworks contract is \$40K
- Total cost for all associated activities, materials, and service contracts for an event with fireworks is \$55K
- Estimated cost for a community event without fireworks is \$15K – \$20K.
- Drone shows significantly more expensive than fireworks.
Example: 15-minute drone show = \$110K
- Opportunity to fundraise



Impacts

Environmental

- Limited studies on long-term impacts. Consensus that fireworks create adverse conditions in the short-term
- Most likely not as detrimental as other regular practices (ex: auto travel, flying, plastic pollution, certain animal agriculture practices, etc.)
- Summary of Impacts
 - Carbon monoxide, carbon dioxide, and nitric oxide increase
 - Metals that create bright colors dispersed as particulates
 - Ozone is released – secondary pollutant and greenhouse gas
 - Release of Perchlorate associated with soil & water contamination
 - May lead to microplastic contamination – most associated with shows near water sources

Impacts

Animals

- Can be frightening for both domestic pets and wildlife
- Debris may pose risks if ingested or contaminates food/water source

People

- Can cause issues for individuals with respiratory sensitivities
- May be triggering for individuals impacted by PTSD or noise sensitivities
- May be disruptive for those not attending the show
- Many people find joy and community togetherness from attending fireworks displays

Safety

- Launch site and logistics coordinated with Fire Department, Public Works, School District, fireworks operator
- Fire conditions, strong winds, red flag warnings, all could lead to a postponement or cancellation
- Based on recent weather patterns, staff will be monitoring up to the week/days of the event
- Some research provides professional shows may lessen the use of personal fireworks



Benchmarking

American Canyon planned and implemented fireworks show in 2024

Napa - drone show

Calistoga - laser light show

Yountville - did not host an “after-dark” option

Several communities in Sonoma County have historically hosted shows: Petaluma, Rohnert Park, Santa Rosa Windsor, Healdsburg

Feedback

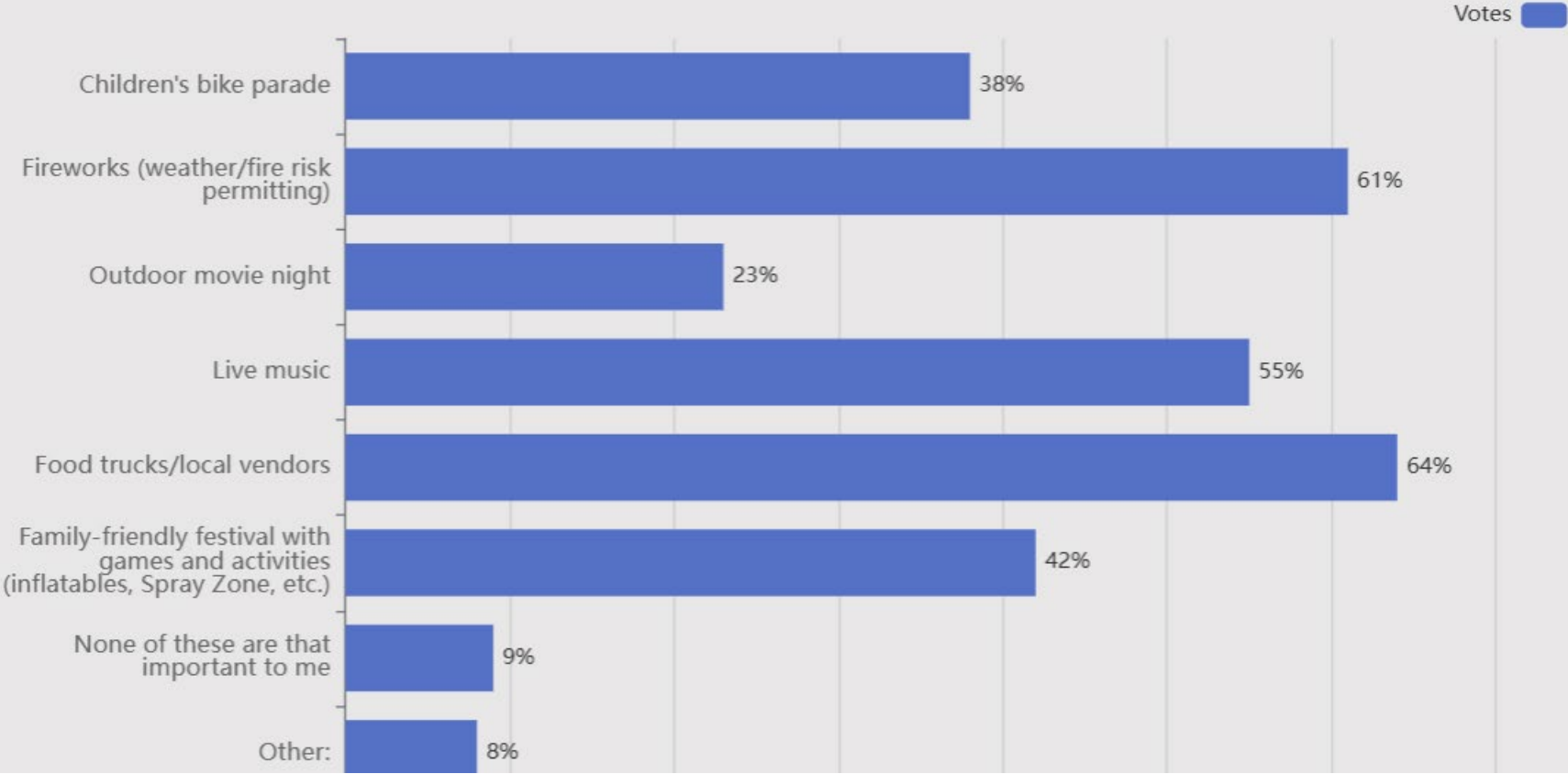
- Parks and Recreation Commission: 4-1 in favor of moving forward with a fireworks show in 2025
- Continue to analyze alternative options in future years
- FlashVote: 195 Responses

Q4 Looking ahead to the Fourth of July celebration this year, which of the following do you think are important to have here? (Choose all that apply, if any)

(180 responses)

[Touch or click chart bars for details]

Show table view



Recommended Action



Provide direction to staff on whether to implement a professional fireworks show for the 2025 4th of July festivities



If yes, approve the attached resolution, authorizing the City Manager to enter into a Professional Services Agreement with Devastating Pyrotechnics, Inc.

Discussion & Questions





Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Police

DATE:	March 25, 2025
FROM:	Justin Tharp, Lieutenant
SUBJECT:	Authorization to Appoint a Retired Annuitant Based on a Critical Need in the Police Department Prior to the End of the CalPERS required 180-day waiting period following retirement.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose is to receive City Council approval to appoint retired annuitant Laurie Furlani based on a critical need to conduct training prior to the end of the CalPERS required 180-day waiting period following her retirement.
FINANCIAL IMPACT:	The total financial impact is estimated at a cost not to exceed \$6,000, which is based on 16 hours per week for approximately 8 weeks. The funds for this expenditure can be absorbed in the FY 2024-25 Operating Budget in the form of salary savings, therefore there is no new fiscal impact or budget action necessary.

BACKGROUND:

Community Service Officer (CSO) Laurie Furlani retired on December 13, 2025, after 35 years of dedicated service to the City of St. Helena. With her retirement, a wealth of knowledge in the storage, processing, and purging of evidence has also left the department. A new employee has been hired to fill Ms. Furlani's position and has been tasked with learning the essential details of handling property and evidence.

Police Administration asserts that the most efficient and effective way to prepare the new employee for their new responsibilities is through mentoring and on-the-job training from Ms. Furlani. They recommend a plan for the new employee to receive training for two days a week over eight weeks, totaling 128 hours. This approach will help establish a solid foundation for the new employee in her critically needed role within the Police Department while also allowing the new employee to build on their own knowledge and skills.

Ms. Furlani possesses the specialized skills required to perform the extra help/special project work needed by the Police Department to train the new employee on proper

handling of property and evidence and will perform the aforementioned services for a limited duration not to exceed two (2) months total at approximately 16 hours per week.

DISCUSSION:

The requirements for retired annuitant appointments are based on California Public Employee Retirement Law (PERL) and federal tax law for post-retirement services provided by a retired annuitant. These laws allow employment of a retired annuitant in two (2) specific circumstances — (1) to provide "extra help"; or (2) to work in a vacant position on an interim basis during the recruitment process. Extra help appointments include when the retired annuitant is hired to perform work of limited duration, such as elimination of a backlog, special project work, or to perform work exceeding regular staff work. Additional restrictions for extra help appointments include:

- The retired annuitant must provide services of limited duration;
- Compensation may be no more than another employee would receive for similar work; and
- The annuitant's work must not exceed 960 hours in any fiscal year.

CalPERS retired annuitants are generally prohibited from returning to work for a CalPERS employer within 180 days of their retirement. However, Government Code section 7522.56(f) provides for several exceptions from this general rule. One exception is when the employer "certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting." Such an appointment must be approved as an item of business not on the consent calendar.

The requested return date for Ms. Furlani is less than 180 days after her retirement date, and therefore her appointment must fall within one of the exceptions under Government Code section 7522.56(f) in order to comply with CalPERS rules. City staff believes that Ms. Furlani's appointment meets the critical necessity exception, which requires a City Council resolution. Therefore, City staff is requesting that City Council adopt a resolution certifying the critical need for Ms. Furlani's appointment to perform extra help/special project Police Department work such that she can work for the City as a retired annuitant before 180 days have passed since her retirement.

In accordance with applicable laws, Ms. Furlani will be compensated hourly at \$40.57 per hour consistent with the Property & Evidence Technician position, the position which includes duties most comparable to those specific tasks that will be performed by Ms. Furlani. The current hourly compensation range for the position of Property & Evidence Technician is \$33.38 per hour to \$40.57 per hour. She will not receive any other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.

Accordingly, City staff believes Ms. Furlani's appointment meets both the independent statutory basis for employing a retired annuitant to provide extra help and the statutory exception to the 180-day waiting period for critically needed positions.

ENVIRONMENTAL REVIEW:

None.

GOAL:

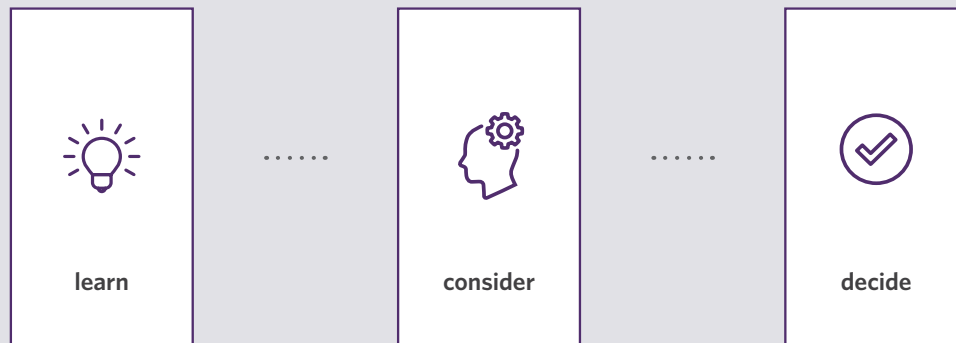
Goal 6: Improve Employee Recruitment, Retention, & Morale

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[A Guide to CalPERS Employment After Retirement \(PUB 33\) \(PDF\)](#)
[Resolution - Retired Annuitant 180-Day Exception](#)
[Attachment 1 - CalPERS Retired Annuitant Agreement Furlani, Laurie](#)

A Guide to CalPERS Employment After Retirement



Working After Retirement? Know the Rules

If you are planning to supplement your CalPERS pension by working after retirement, you need to know there are specific laws governing the type, timing, and amount of work you can accept without affecting your pension.

You should fully understand the rules surrounding employment after retirement and the consequences of unlawful employment. This publication is designed to help you navigate those rules and help you **avoid these potential pitfalls:**

- Termination of your monthly CalPERS retirement allowance
- Reinstatement from retirement
- Repayment of retirement benefits already received
- Payment of retroactive retirement contributions and interest
- Loss of cost-of-living increases
- Loss of golden handshake benefits

This publication also provides information about working for a CalPERS employer as an independent contractor, contract employee, or through a third-party employer, such as a temp agency. Additional CalPERS publications referenced within can be obtained on our website at **www.calpers.ca.gov** or by calling us at **888 CalPERS** (or 888-225-7377).

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Introduction

Terms and Definitions

The following table lists key terms and definitions used in this publication.

Term	Definition
Reinstatement	Returning from retirement status to active employment with a CalPERS employer. Your retirement allowance is terminated until you re-retire in the future. You and your employer also resume making retirement contributions, and you earn service credit.
CalPERS Retiree	An employee of a CalPERS employer who terminates active employment and receives a monthly CalPERS retirement allowance.
Retired Annuitant	A CalPERS retiree working as an at-will employee for a CalPERS employer without reinstating from retirement.
Termination of Retirement	The cancellation of your monthly retirement allowance.
Unlawful Employment	Retiree employment found to be in violation of the retirement law and regulations.

Partial Service Retirement

An alternative to service retirement and working as a retired annuitant is partial service retirement. This benefit is available to full-time state miscellaneous, full-time state industrial, and full-time public agency employees whose employer contracts for this benefit. Partial service retirees are not subject to the working after retirement rules.

The benefit works this way: With employer approval, an employee who meets the eligibility requirements can reduce his or her work time by at least 20% but not more than 60% and receive a retirement allowance for the balance.

For more information about partial service retirement, contact your employer and ask if they contract for this benefit and refer to ***A Guide to Your CalPERS Partial Service Retirement*** (PUB 14).

Volunteering for a CalPERS Employer After Retirement

You may serve as a volunteer for a CalPERS employer after your retirement. Service as a bona fide volunteer is not subject to retired annuitant restrictions. However, you may not volunteer in a position that is normally compensated, and you may not volunteer in order to avoid retired annuitant restrictions. Service that is not in a bona fide volunteer position will have to comply with retired annuitant restrictions.

Introduction (continued)

Before You Retire

1. Apply for Retirement and Select a Retirement Date

Separation from employment alone is not considered retirement—you must submit a retirement application to CalPERS to complete the retirement process. You must stop working in all CalPERS-covered employment, including all full-time and part-time positions and any elected or appointed offices for which you have CalPERS membership. Consider employment that you may be working in as noncontributory. If you cease working in a full-time position, noncontributory part-time positions will become contributory if you do not separate from them prior to retirement.

It is your responsibility to inform every CalPERS employer of your planned retirement date so that each employer can submit permanent separation information on your behalf. Your retirement date can be no earlier than the day after your last day on payroll with any CalPERS employer.

2. Determine your “Normal Retirement Age”

You will want to know how we define “normal retirement age” if you intend on working for a CalPERS employer after retirement; this age determines if you will be subject to the bona fide separation requirement. Federal tax law and California retirement law require a retiring member who is younger than normal retirement age on his or her retirement date to meet a bona fide separation in service before working after retirement for a CalPERS employer.

Normal retirement age for CalPERS purposes is the age listed in your retirement benefit formula, for example, age 55 for the 2% at 55 formula or age 62 for the 2% at 62 formula. However, maximum normal service retirement age is never greater than 62, even for the 1.25% at 65 formula.

If your retirement allowance is based on more than one formula, regardless of when that formula was earned, the oldest benefit formula age determines your normal retirement age. If you are younger than the age in that formula on your retirement date, refer to the “Bona Fide Separation in Service Requirement” section on page 8.

To determine your normal retirement age, access your myCalPERS account through our website. Your normal retirement age is listed on the home page. You can also refer to your CalPERS Annual Member Statement or contact CalPERS.

To view your most recent Annual Member Statement, log in to your myCalPERS account at my.calpers.ca.gov.

Restrictions on Post-Retirement Employment

State and federal laws provide specific employment restrictions for retirees who return to work with an employer in the same public retirement system from which they receive a benefit.

These restrictions are intended to prevent the “double-dipping” of a retiree receiving a monthly CalPERS retirement benefit while also receiving a salary from permanent or regular staff employment with a CalPERS employer. Retirees may work in retired annuitant positions only. Refer to “Retired Annuitant Rules” beginning on page 7. Disability retirees are subject to additional requirements and restrictions. Also refer to “Disability Retirees – Additional Requirements and Restrictions” beginning on page 14.

Introduction (continued)

When applying for employment with any employer, it is your responsibility to:

- Ask if the employer contracts with CalPERS for retirement benefits.
- Inform the employer you are a CalPERS retiree (receiving a retirement benefit from CalPERS) and specify the type of retirement, whether service, disability, or industrial disability.
- Apply for retired annuitant positions only. Disability retirees may work in a permanent position upon receipt of CalPERS' written pre-approval. Refer to "Working for a CalPERS Employer in a Permanent Capacity After Disability Retirement" beginning on page 15.

You and the employer are responsible for ensuring your employment complies with the retirement law when hired and during the entire course of your employment. Violating these laws and restrictions could financially impact you, so it is advised that you be aware of these laws and ensure you are in compliance.

Termination of Retirement (Reinstatement From Retirement) Due to Unlawful Employment

Any retiree employment found to be in violation of the retirement laws and regulations is unlawful employment. If you are found to be employed in unlawful employment, you will be financially impacted due to the violation. This could result in your reinstatement from retirement, retroactive to the date the unlawful employment began.

If reinstated, your retirement allowance (pension payments) will stop and you will be required to reimburse CalPERS the amount of retirement allowance you received during the period of unlawful employment. In addition, you will pay your employer the member contributions plus interest owed retroactive to your reinstatement date. The employer who unlawfully employed you will submit your member contributions and pay employer contributions plus interest owed retroactive to your reinstatement date.

When you re-retire, be aware that your new retirement may not include the same benefits you had with your previous retirement. Reinstatement may result in a loss of medical coverage and adversely affect other benefits from your prior retirement, such as a golden handshake or reciprocity, if another system's final compensation was used to calculate your CalPERS allowance.

For information about voluntary reinstatement from retirement into active employment, review ***A Guide to CalPERS Reinstatement From Retirement*** (PUB 37).

Post-Retirement Employment Scenarios

Private Sector Employment

If you are a service retiree, you can work for a private industry employer not associated with any CalPERS employer without restrictions and continue to receive your CalPERS retirement allowance.

If you are a disability retiree, there are limitations on private sector employment. If you are a disability or industrial disability retiree, be sure to review the “Disability Retirees – Additional Requirements and Restrictions” section beginning on page 14.

If you are either a service retiree or a disability retiree, and you want to work for a private industry employer who provides a service to a CalPERS employer, refer to the section on “Independent Contractor Employment” beginning on page 12.

Employment in Other Public Retirement Systems

If you are a service retiree, you can work without restrictions in a position that qualifies for membership in any other public retirement system without terminating your CalPERS retirement and continue to receive your CalPERS allowance. This includes certificated (teaching) positions covered by the California State Teachers’ Retirement System (CalSTRS).

If you are a disability retiree, there are restrictions on working for an employer in a different public retirement system. Refer to the section on “Disability Retirees – Additional Requirements and Restrictions” beginning on page 14.

CalPERS/CalSTRS Election

The retirement system election to elect coverage under CalSTRS for a CalPERS-covered position or CalPERS for a CalSTRS-covered position under Government Code section 20309 only applies to active members. Retirees are ineligible for this election.

Employment in JRS II

For information about employment in positions that qualify for membership in the Judges’ Retirement System II, call (916) 795-3688.

Working for a CalPERS Employer

If your post-retirement plans include working for a CalPERS employer, you have these options: reinstating from retirement, working as an independent contractor, or retired annuitant employment. Disability retirees have another option, which is to work in a permanent position under Government Code section 21232. If you are a disability or industrial disability retiree, there are additional restrictions on the work you can do while retired. Review the “Disability Retirees – Additional Requirements and Restrictions” section beginning on page 14 for information on that option.

Voluntary Reinstatement From Retirement

You should only apply for and accept a regular staff position with a CalPERS employer if you are voluntarily reinstating from retirement, and you and the employer have completed the **Reinstatement From Service Retirement Application** form or the **Reinstatement From Disability/Industrial Disability Retirement Application** form. For more information about voluntary reinstatement from retirement into active employment, review **A Guide to CalPERS Reinstatement From Retirement** (PUB 37).

Post-Retirement Employment Scenarios (continued)

Independent Contractor Employment

You can be lawfully employed by a CalPERS employer as an “independent contractor” or as an “employee of a third-party employer,” including your own business entity, if there is no common law employer-employee relationship between you and the CalPERS employer. Refer to the section on “Independent Contractor Employment” beginning on page 12.

Retired Annuitant Employment

A retired annuitant is a CalPERS retiree who works as an at-will employee of a CalPERS employer with certain restrictions to avoid jeopardizing their retirement allowance (pension payments).

As a retired annuitant, you do not accrue service credit or otherwise acquire any additional retirement benefits from the employment. If you intend to remain retired and work for a CalPERS employer, you should only apply for and accept a retired annuitant position. Appointment to any permanent or regular staff position (part or full time, intermittent, hourly, seasonal, on call, exempt from civil service, exempt from membership, etc.) requires reinstatement from retirement. This applies to all CalPERS member classifications (miscellaneous, safety, police, fire, etc.).

Retired Annuitant Rules

There are two types of retired annuitant employment: “extra help” and interim (or acting) “vacant position” employment.

Extra Help Positions

The retired annuitant employment restrictions for extra help positions are authorized by Government Code sections 7522.56, 21224, 21227, and 21229. All CalPERS-covered employers are able to use retirees to fill in for extra help positions. However, your employment must meet the following restrictions:

- **Limited-Duration Work**

You have skills needed to perform work of limited duration or your employment is needed during an emergency (such as floods, earthquakes, etc.) to prevent stoppage of public business. While these workloads may last more than one fiscal year, the employment should terminate when the limited-duration work you were hired to perform is completed. Examples of work of limited duration are work to eliminate a backlog, work on a special project, and work that is in excess of what regular staff can do. You cannot be employed in any regular staff position such as “seasonal,” “permanent intermittent,” “exempt from civil service,” “exempt from membership,” “TAU,” or any other “temporary” position other than a retired annuitant position.

- **Compensation**

The hourly pay rate you receive cannot be less than the minimum or exceed the maximum paid to other employees performing comparable duties as listed in the employer’s publicly available pay schedule. Also, you cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate. For example, longevity compensation, sick leave, or vacation benefits cannot be provided to a

retired annuitant. **The only exception** would be if the employee is being reimbursed dollar for dollar for job-related expenses.

- **960-Hour Limit**

The hours you work cannot exceed 960 hours in a fiscal year (July 1 through June 30) for employment with all CalPERS employers combined. **There are no exceptions to this limit.** Your hours will reset each July 1, and you can work another 960 hours for the new fiscal year. Your employer must enroll and report your hours to CalPERS, per Government Code section 21220. Your employer-reported retired annuitant hours can be viewed in your myCalPERS account. You are able to view your total employer-reported hours from all employers for the current fiscal year.

California State University (CSU) academic staff retirees can work as retired annuitant academic staff for CSU employers as authorized by Government Code sections 7522.56 and 21227. However, the hours worked for all CSU employers cannot exceed 960 hours in a fiscal year or 50% of the hours employed during the last fiscal year prior to retirement, whichever is less.

- **Unemployment Insurance Payments**

You cannot be appointed as a retired annuitant if you received unemployment insurance payments for prior retired annuitant work for any CalPERS employer within 12 months prior to your appointment date. Upon accepting employment, you must certify in writing to the employer that you comply with this requirement. Review additional information in the section “Unemployment Insurance Payments” on page 9.

Retired Annuitant Rules (continued)

Vacant Positions

A CalPERS-contracted public agency may appoint you to an interim position by the governing body of an employer, as authorized by Government Code sections 7522.56 and 21221(h). The employment must meet all the requirements on page 7 for extra help positions and the following additional requirements below. Examples of these positions include city manager, police chief, fire chief, individual department head, director, CEO, etc.

- **Active Recruitment**

Before you are hired, the employer must have in place an active recruitment for a permanent replacement for the vacant position.

- **Limited-Duration Work**

You can be hired only as an interim or acting appointment during the period of recruitment; you cannot work in a permanent capacity or for an indefinite period of time.

- **Single Appointment**

You can be appointed only once to the vacant position. If your contracted term ends and a replacement has not been found, then you must vacate the position. If you continue after your contracted term expires, this is considered a second appointment.

- **Compensation**

Your hourly pay rate cannot be less than the minimum or exceed the maximum for the vacant position as listed on the employer's publicly available pay schedule. You cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

Eligibility Requirements for Retired Annuitants

In addition to the requirements on the previous pages, all retirees must meet both of the following two requirements to be eligible to work for a CalPERS employer:

1. Bona Fide Separation in Service Requirement

You cannot be employed as a retired annuitant if you are younger than the "normal retirement age" on your retirement date, unless both of the following conditions are met:

- There was no verbal or written agreement to return to work as a retired annuitant between you and any CalPERS employer before you retired.
- There is a termination of employment (separation in service) for 60 days between your retirement date and the date your limited-duration employment as a retired annuitant will begin.

Normal retirement age is the oldest age listed in your retirement benefit formulas. To find this age, log in to your myCalPERS account at my.calpers.ca.gov.

All retirees who are under normal retirement age at retirement must meet the bona fide separation in service requirement even if an exception to the 180-day wait period applies. These two requirements may be served concurrently. The only exception to this restriction is for employment due to the specific emergency conditions as defined in Government Code section 8558. This bona fide separation requirement is in California retirement law and regulations to comply with Internal Revenue Code tax regulations.

Retired Annuitant Rules (continued)

2. 180-Day Wait Period Requirement

You cannot be employed as a retired annuitant for a period of 180 days after your retirement date, unless you qualify for one of the following exceptions. The 180-day wait period begins on your retirement date.

Exceptions

- Before you begin work, your employer must certify the nature of the employment and that the appointment is necessary to fill a critically needed position sooner than 180 days. The appointment must be approved by the employer's governing body, in a public meeting, and must be approved as an action item, rather than on a consent calendar.
- You will participate in the CSU Faculty Early Retirement Program (FERP) pursuant to a collective bargaining agreement with CSU that existed prior to January 1, 2013, or has been included in subsequent agreements.
- You are a retired firefighter or retired public safety officer as defined in Government Code section 3301 (peace officer) who will perform firefighter or peace officer retired annuitant work.
- You are a CalSTRS retiree who is subject to sections 24212, 24214.5, or 26812 of the Education Code. Call CalSTRS at (800) 228-5453 for more information.

If you receive a golden handshake or any other retirement or separation incentive, you must wait 180 days before returning to work and you are not eligible for any of the 180-day wait period exceptions.

State Employer Civil Service Eligibility Requirement

Retired annuitant employment with a state agency is limited to retirees who have civil service eligibility from previous state agency employment or who qualify for appointment under an applicable civil service employment list. Visit the California Department of Human Resources (CalHR) website at www.calhr.ca.gov for more information. Retired State of California employees can apply for retired annuitant positions via the Boomerang website at boomerang.ca.gov.

Unemployment Insurance Payments

California law prohibits appointment of a retired annuitant by a CalPERS employer if, during the 12-month period before an appointment, you received unemployment insurance compensation for prior retired annuitant employment with any CalPERS employer. Upon accepting employment, you must certify in writing to the employer that you comply with this requirement.

If you are working as a retired annuitant and it is discovered that during the previous 12 months you were paid unemployment insurance compensation based on prior retired annuitant employment with any CalPERS employer, your employment must be terminated on the last day of the current pay period. You will not be eligible for appointment as a retired annuitant with any CalPERS employer for 12 months following the termination date of the current employment. Violation of this unemployment insurance compensation restriction does not result in mandatory reinstatement from retirement.

Retired Annuitant Rules (continued)

Exceptions to Retired Annuitant Requirements

Elected or Appointed Offices

You can serve in an elected or appointed office after retirement without reinstatement from retirement. However, if you serve without reinstatement and part or all of your retirement allowance is based on service in that elected or appointed office, the portion of your allowance based on service in that office must be suspended for your time in office. When you leave office, your allowance will be unsuspended going forward.

If you wish to elect membership to earn additional CalPERS service credit for your time in the elected or appointed office and that office is subject to CalPERS membership, you must reinstate from retirement.

If you are serving in an elected or appointed office for which you have CalPERS membership and wish to retire before your term expires, you must resign from that office.

If you are serving in an elected or appointed office for which you have not elected CalPERS membership and wish to retire before your term expires, you do not have to resign from that office.

Special State Appointments

Part-Time Member of State Board or Commission – CalPERS Retirees and Non-CalPERS Retirees

You can serve without reinstatement from retirement as a salaried part-time member of a state board or commission, where part time is defined as an appointment with a salary of no more than \$60,000 annually, which will be increased in any fiscal year in which a general salary increase is provided for state employees. The amount of the increase cannot exceed the percentage

of the general salary increases provided for state employees during that fiscal year. You acquire no benefits, service credit, or retirement rights from this employment.

Full-Time Member of State Board or Commission – CalPERS Retirees

You can serve without reinstatement from retirement as a non-salaried full-time member of a state board or commission. You may receive only per diem authorized to all members of the board or commission. You do not earn any service credit or benefits in CalPERS or make any CalPERS contributions. If you accept the salary, you must reinstate from retirement.

Full-Time Member of State Board or Commission – Non-CalPERS Retirees

If you receive retirement from a public retirement system other than CalPERS, you can serve as a non-salaried full-time member of a state board or commission and continue to receive your retirement allowance in addition to any per diem authorized to all members of the board or commission. If you accept the salary, you must suspend your retirement benefit from the other system and enroll as a new member of CalPERS.

Upon retirement (1) the pensionable compensation earned from the service on this board or commission will not be eligible for reciprocity with any other retirement system or plan, and (2) you will be entitled to future reinstatement of any suspended benefits, including employer-provided retiree health benefits, for which you were entitled at the time of appointment to the board or commission.

Retired Annuitant Rules (continued)

*Full-Time Commissioner of the State Board
of Parole Hearings or Full-Time Commissioner
of the State Board of Juvenile Hearings –
CalPERS Retirees and Non-CalPERS Retirees*

If you are appointed as a full-time commissioner of the California Board of Parole Hearings or the California Board of Juvenile Hearings, you may serve without reinstatement from retirement, and without loss or interruption of benefits provided by the retirement system. These appointments are made by the Governor and require confirmation by the California Senate.

Independent Contractor Employment

You can be lawfully employed by a CalPERS employer as an “independent contractor” or as an “employee of a third-party employer,” including your own business entity, without restrictions if there is no common law employer-employee relationship between you and the CalPERS employer.

If a common law employer-employee relationship exists, the employment is subject to the retired annuitant restrictions even if the employment agreement claims to be for an independent contractor. If the work you will perform is the same or similar to work you performed as an active employee or is work performed by an active employee of that employer, an employer-employee relationship exists and the employment is subject to the retired annuitant restrictions.

If you work as a supposed independent contractor and are later determined to be an employee and that employment violates any of the retired annuitant restrictions, your retirement will be terminated. Refer to “Termination of Retirement (Reinstatement From Retirement) Due to Unlawful Employment” on page 4 for details.

Independent Contractor or Third-Party Employee

Independent contractors are not “employees” and are excluded from membership in CalPERS by Government Code section 20300(b). A true independent contractor is someone who contracts to provide a service or complete a task and is not subject to the CalPERS-covered entity’s control as to the manner and means by which the work is performed, only to acceptance of the end product. Often, but not always, third-party employees are considered employees of the CalPERS-covered entity, meaning retirees are still subject to the post-retirement employment restrictions identified in this publication.

We use the “common law control test” as a guide to determining independent contractor status. Many factors are considered, including the manner and means by which the work is accomplished. We will request and use all relevant information that provides evidence of the degree of control of the work being performed to make a determination.

The common law control test is a guide to determine whether a worker should be classified as an employee or an independent contractor.

You cannot be hired as an independent contractor or as an employee of a third-party employer for a position established by statute, city charter, or municipal code. Examples of these positions are city manager, police chief, fire chief, etc.

Independent Contractor Employment (continued)

Independent Contractor Determination

To ensure a proposed employment agreement or position is a true independent contractor position, we recommend you obtain an independent contractor determination from CalPERS before you begin any such employment.

If you would like us to review your proposed independent contractor service agreement, send the complete agreement by mail, email, or fax as shown below. We will review the contract within 60 days.

Mail:

Employer Account Management Division
P.O. Box 942709
Sacramento, CA 94229-2709

Email: Membership_Reporting@calpers.ca.gov

Fax: (916) 795-4166

Disability Retirees – Additional Requirements and Restrictions

In addition to being subject to all the rules and restrictions mentioned on the previous pages, disability and industrial disability retirees are subject to the following additional eligibility requirements and restrictions.

If you are a **disability retiree**:

- You may work for a CalPERS-covered employer in a retired annuitant compliant position and continue to receive your CalPERS retirement allowance if the position is not the same position from which you retired nor includes duties or activities you were restricted from performing at the time of your disability retirement per Government Code section 21233. You will be subject to the 960-hour limit.
- You may work for a CalPERS-covered employer in a permanent position with CalPERS' written pre-approval and continue to receive your CalPERS retirement allowance per Government Code section 21232. You will be subject to an earnings limit if approved. Refer to "Working for a CalPERS Employer in a Permanent Capacity After Disability Retirement" on page 15 for requirements.
- You may work for a non-CalPERS covered employer and continue to receive your CalPERS retirement allowance subject to applicable limitations.
- If you are under the minimum service retirement age (50, 52, or 55) and work for a non-CalPERS-covered employer, your retirement benefit will be subject to an earnings limit under Government Code section 21432.
 - You are required to report your gross earnings to CalPERS annually.
 - The total employer-paid portion of your monthly retirement allowance and your new gross earnings cannot be greater than the current compensation of the position from which you retired. If the total is greater, your retirement allowance will be reduced.
 - Once you reach your minimum service retirement age, your employment is no longer subject to an earnings limit (Government Code section 21432). Call us toll free at **888 CalPERS** (or **888-225-7377**) to request a ***Disability Retiree's Report of Earnings*** form.
- If you are under the minimum service retirement age and are performing duties similar to those from which you were previously found disabled, CalPERS can reevaluate your medical condition to determine whether you should be reinstated from retirement. Refer to "Termination of Retirement (Reinstatement From Retirement) Due to Unlawful Employment" on page 4 for details.
- Your disability retirement requires you to inform CalPERS immediately if you are no longer incapacitated, or if your current employment is in a position similar to the one from which you retired.

Disability Retirees – Additional Requirements and Restrictions (continued)

If you are an **industrial disability retiree**:

- You may work for a CalPERS-covered employer in a retired annuitant compliant position and continue to receive your CalPERS retirement allowance if the position is not the same position from which you retired nor includes duties or activities you were restricted from performing at the time of your disability retirement per Government Code section 21233. You will be subject to the 960-hour limit.
- You may work for a CalPERS-covered employer in a permanent position with CalPERS' written pre-approval and continue to receive your CalPERS retirement allowance per Government Code section 21232. You will be subject to an earnings limit if approved. Refer to "Working for a CalPERS Employer in a Permanent Capacity After Disability Retirement" for requirements.
- You may work for a non-CalPERS covered employer and continue to receive your CalPERS retirement allowance subject to applicable limitations.
- Your retirement benefit is not subject to an earnings limit if you work for a non-CalPERS-covered employer per Government Code section 21432, even if you are under the minimum service retirement age.
- If you are under the minimum service retirement age and are performing duties similar to those from which you were previously found disabled, CalPERS can reevaluate your medical condition to determine whether you should be reinstated from retirement. Refer to "Termination of Retirement (Reinstatement From Retirement) Due to Unlawful Employment" on page 4 for details.

- Your disability retirement requires you to inform CalPERS immediately if you are no longer incapacitated, or if your current employment is in a position similar to the one from which you retired.

Working for a CalPERS Employer in a Permanent Capacity After Disability Retirement

Under Government Code section 21232, disability or industrial disability retirees may seek permanent employment while receiving retirement benefits with CalPERS' written pre-approval. However, certain restrictions apply.

Your job duties must differ significantly from those required in the position from which you retired. The position should not be the same position from which you retired or in the same member classification, and the position should not include duties or activities you were restricted from performing at the time of your retirement. If you are approved to work, you will be required to report your earnings to CalPERS and your retirement allowance will be subject to an earnings limit.

To be eligible for employment, you must first meet the following requirements (refer to specific sections in this publication):

- The bona fide separation requirement, if applicable.
- The 180-day wait period requirement or an allowable exception.
- No receipt of unemployment insurance payments for previous retired annuitant employment for 12 months before the appointment.
- State Employer Civil Service Eligibility for employment with a state agency employer.

Disability Retirees – Additional Requirements and Restrictions (continued)

Applying to Work Under Government

Code Section 21232

You must have CalPERS' written approval before beginning employment. To request approval to work for a CalPERS employer in any regular staff position including permanent part-time, full-time, seasonal and state limited-term positions, while receiving disability or industrial disability benefits, you must submit the following required documents to CalPERS:

- ***Request to Work While Receiving Disability/Industrial Disability Retirement Benefits*** form

- You complete and sign Section 1.
- Your prospective employer completes and signs Section 2.

- ***Physical Requirements of Position/Occupational Title*** form

- You and your prospective employer must complete all sections and sign jointly.

- **Position duty statement**

- The position duty statement provided by your prospective employer must describe the permanent position in which you wish to work.

- **Current medical report(s)**

- You must schedule an appointment with a specialist for the disabling condition(s) that precluded you from working, and you must provide the specialist with a copy of the position duty statement and the completed ***Physical Requirements of Position/Occupational Title*** form.

- Provide to CalPERS a current medical report from that specialist. If you had more than one disabling condition at the time of retirement, you must provide a medical report on appropriate letterhead from each medical specialist. The specialist(s) must include the following pertinent information in their medical report:

- Your name and the date of the most recent examination.
- Your current medical diagnosis.
- Confirmation that the specialist reviewed and discussed with you the position duty statement (by title) and the ***Physical Requirements of Position/Occupational Title*** form.
- A statement as to whether you are presently capable of performing all tasks involved in your new position with or without restrictions or limitations.
- If there are restrictions or limitations, include specific details about the restrictions for the new position.
- Specialist's signature, printed name, medical specialty, and contact information.

- **Additional required documents – local safety retirees**

- If you are a local safety disability or local safety industrial disability retiree, you must also submit the medical documentation used at the time of your retirement identifying the restrictions placed upon you. You must also submit a position duty statement describing the position you held when you became disabled.

- ***Physician's Report on Disability*** form is not required.

All the forms are available on our website at www.calpers.ca.gov.

Disability Retirees – Additional Requirements and Restrictions (continued)

For CalPERS to begin the determination process, which can take approximately three months to complete, you must submit all required documents with your request form. There are times when we may require additional information or an independent medical examination to supplement your medical specialist's report. If so, we will select the medical specialist, schedule the appointment, and pay for the examination.

All permanent employment under Government Code section 21232 requires CalPERS' written approval prior to employment; there are no exceptions. If you violate this law, you and your employer will be responsible for the unlawful employment. This could result in your mandatory reinstatement from retirement into the current position, whether or not the permanent position is part time or full time. Refer to "Termination of Retirement (Reinstatement From Retirement) Due to Unlawful Employment" on page 4 for details.

If you wish to change to a different employer, change job location, change to a different job (demotion, reclassification, lateral transfer, promotion, etc.), or restart employment in a previously approved position, you must reapply to CalPERS and await our written approval before beginning employment. If you do not receive prior written approval, you will be considered unlawfully employed and subject to reinstatement, i.e., termination of retirement. There are no exceptions to this requirement.

You cannot be concurrently employed in any other positions (retired annuitant, other temporary position, or another permanent position) with the employer you are approved to work for or any other CalPERS-covered employer(s). If you are found in violation of this requirement you will be subject to mandatory reinstatement from retirement into the approved position. Refer to "Termination of Retirement (Reinstatement From Retirement) Due to Unlawful Employment" on page 4 for details.

Once Approved Under Government Code Section 21232

Retirees approved to work under Government Code section 21232 do not accrue service credit or otherwise acquire retirement rights for employment as a retiree.

You will be informed of the amount of your earnings limit and how to report your earnings. The total employer-paid portion of your monthly retirement benefit and your new earnings cannot be greater than the current compensation of the position from which you retired. If it is greater, your retirement benefit will be reduced. The earnings limitation continues as long as you are employed in the approved position; it does not end when you reach your service retirement age.

How to Contact Us

Find Us Online

www.calpers.ca.gov

Learn about your benefits and subscribe to email alerts. You'll also find all our publications and forms.

my.calpers.ca.gov

Log in to access your account information or send us a secure message.

news.calpers.ca.gov

Stay up to date on CalPERS news that matters to you.

Call Us

Our offices are open Monday through Friday, 8:00 a.m. to 5:00 p.m. We're closed on state holidays.

Toll free: **888 CalPERS** (or 888-225-7377)

TTY: (877) 249-7442

Fax: (800) 959-6545

International Calls: +1 916-795-3000

¿Hablas Español?

Para servicio en español marque:

888 CalPERS (o 888-225-7377)

Write to Us

California Public Employees' Retirement System

Employer Account Management Division

P.O. Box 942709

Sacramento, CA 94229-2709

Experience CalPERS Through Social Media

Connect with us to get the latest CalPERS news.



Visit Your Nearest CalPERS Regional Office

Go to www.calpers.ca.gov/regionaloffices to learn how to make an appointment and prepare for your visit.



Privacy Notice

The privacy of personal information is of the utmost importance to CalPERS. The following information is provided to you in compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974.

Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used to conduct CalPERS Board of Administration duties under the Public Employees' Retirement Law, the Social Security Act, and/or the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to submit the required information may result in CalPERS being unable to perform its functions regarding your status.

Please do not include information that is not requested.

Social Security Numbers

Social Security numbers are collected either on a mandatory or voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be unable to verify eligibility for benefits without the number.

Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/ employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

Your Rights

You have the right to review your membership files maintained by CalPERS. For questions about this notice, our Privacy Policy, or your rights, please write to:

CalPERS
CalPERS Privacy Officer
400 Q Street
Sacramento, CA 95811

You may also call us at **888 CalPERS** (or **888-225-7377**).

CalPERS is governed by the Public Employees' Retirement Law and the Alternate Retirement Program provisions in the Government Code, together referred to as the Retirement Law. The statements in this publication are general. The Retirement Law is complex and subject to change. If there is a conflict between the law and this publication, any decisions will be based on the law and not this publication. If you have a question that is not answered by this general description, you may make a written request for advice regarding your specific situation directly to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811.

**California Public Employees'
Retirement System**

400 Q Street

P.O. Box 942701

Sacramento, California 94229-2701

888 CalPERS (or **888-225-7377**)

www.calpers.ca.gov

PUB 33

December 2023

2023.12.1



CITY OF ST. HELENA

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING APPOINTMENT OF RETIRED ANNUITANT LAURIE FURLANI TO PROVIDE SPECIALIZED SERVICES TO THE POLICE DEPARTMENT PRIOR TO THE END OF THE 180-DAY WAITING PERIOD UNDER THE 180-DAY WAIT PERIOD EXCEPTION, GOV. CODE SECTIONS 7522-56 & 21224.

RECITALS

- A. In compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City of St. Helena must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and
- B. Laurie Furlani (CalPERS ID 5212734214) retired from the City of St. Helena in the position of Community Service Officer, effective December 15, 2024; and
- C. The Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 13, 2025 without this certification resolution; and
- D. Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and
- E. The City Council, the City of St. Helena and Laurie Furlani certify that Laurie Furlani has not and will not receive a Golden Handshake or any other retirement-related incentive; and
- F. The City Council hereby appoints Laurie Furlani as an extra help retired annuitant to perform the duties of the Property & Evidence Technician for the City of St. Helena under Gov.Code section 21224 effective upon confirmed approval by CalPERS; and
- G. The entire employment agreement, contract or appointment document between Laurie Furlani and the City of St. Helena has been reviewed by this body and is attached herein; and
- H. No matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

- I. The employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and
- J. The compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and
- K. The maximum base salary for this position is \$7,032 and the hourly equivalent is \$40.57, and the minimum base salary for this position is \$5,785 and the hourly equivalent is \$33.38; and
- L. The hourly rate paid to Laurie Furlani will be \$40.57; and
- M. Laurie Furlani has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

RESOLUTION

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

1. The City Council hereby certifies the nature of the appointment of Laurie Furlani as described herein and detailed in the attached employment agreement (Attachment 1), and affirms that this appointment is necessary to provide critically needed special project assistance in the role of Property & Evidence Technician for the City of St. Helena. This appointment is essential to ensure the continuity, integrity, and regulatory compliance of the City's property and evidence operations. Due to the current lack of internal specialized technical knowledge, this support is vital to effectively train staff and implement proper procedures for the management of property and evidence. The position plays a critical role in maintaining chain of custody protocols, safeguarding public safety, and supporting overall law enforcement functions. This appointment shall be effective upon confirmed approval by CalPERS..

Approved at a Regular Meeting of the St. Helena City Council on March 25, 2025, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Michelle Deasy: _____

Council Member Aaron Barak: _____

Council Member Kate Spadarotto: _____

Council Member Billy Summers: _____

AYES: NOES: ABSENT: ABSTAIN:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

ATTACHMENT 1



City of St. Helena

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

1088 College Avenue
St. Helena, CA 94574
Phone: (707) 967-2792
Fax: (707) 963-7748

www.cityofstheleena.org

March 25, 2025

Laurie Furlani
[Address on File]

Re: CalPERS Retiree Conditional Limited-Term Appointment Agreement

Dear Laurie:

If accepted by you, this letter represents an agreement for a limited-term appointment as a CalPERS retiree with the City of St. Helena ("City") in an extra-help capacity under the provisions of Government Code Sections 7522.56 and 21224 to provide support to the Police Department for a limited duration to provide essential training on property and evidence management. This agreement is made because we have determined that your skills in Police Department are necessary for the continued success of the City's property and evidence management in the department.

The terms of this agreement include:

- The term of your appointment will commence upon approval from CalPERS and continue for a limited duration not to exceed two months, unless the City or you elect to terminate this agreement on an earlier date by providing written notice to the other party.
- Rate of pay for this temporary appointment will be \$40.57 per hour.
- No further payments or benefits other than the hourly rate will be provided unless required by state or federal law.
- Hours worked shall not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).

The City and you make this agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code Sections 7522.56 and 21224. Specifically, an appointment under Sections 7522.56 and 21224 is permissible if all of the following requirements are met:

- (1) The appointment must be to a temporary position.
- (2) The appointment is of limited duration.
- (3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work.
- (4) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours.
- (5) The compensation received by the retiree is not more than the maximum, nor less than the minimum, monthly base salary paid to other employees performing comparable duties as

listed on the City's publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333.

(6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided.

(7) The appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting *or* a safety retiree is appointed to a safety position.

(8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.

(9) If the retiree is less than normal retirement age (i.e., the highest age under any retirement formula that the retiree accrued benefits under with any CalPERS employer), at least 60 days must have passed since the retiree's retirement. This waiting period cannot be waived.

The City, in good faith, has determined that your appointment meets (1) – (6) of the foregoing requirements as follows:

(1) The appointment will be to a temporary position.

(2) The appointment is of limited duration because it is anticipated to last less than one year.

(3) This appointment is made because you possess the specialized skills, as identified in the first paragraph of this appointment offer, necessary for the purpose of the appointment.

(4) The appointment will not exceed 960 hours in a fiscal year (inclusive of all hours worked for any CalPERS employer).

(5) The compensation you will receive is no more nor less than the hourly rate paid to other employees performing comparable duties as listed on the City's publicly available pay schedule.

(6) Your compensation consists of the hourly rate only; no further benefits will be provided.

By executing this agreement, you are also, in good faith, determining that your appointment meets each of the nine (9) requirements noted above, including the unemployment insurance requirement. That is, while the City is not in a position to do so, by executing this agreement you are confirming the fact that you have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer.

By signing this agreement, you are also confirming that the bona fide separation rule described in (9) above and the 180 day waiting period as specified in (7) above do not apply because you retired more than 180 days prior to the date of this appointment.

Notwithstanding (4) above, the City has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked in a fiscal year (July 1 – June 30) for the City and any other CalPERS employer do not exceed 960 hours in the aggregate. However, please note that consistent with the requirements of Section 21220(d) and (e), **the City will enroll you in CalPERS solely for administrative recordkeeping purposes (you will remain in retired status) and will report both your hours and pay pursuant to this agreement.**

While the City and you make this agreement because we believe that it is authorized under Sections 7522.56 and 21224, CalPERS could disagree. If CalPERS disagrees, there is a risk that you will be required to do the following: (1) return any retirement allowance you received during the period of the appointment; (2) pay an amount of money equal to the employee contributions that should have been made, plus interest, during the appointment; and (3) pay CalPERS' administrative expenses incurred as a result of its audit of the appointment. You will also be subject to reinstatement from retirement.

By executing this agreement, you waive any claims against the City arising from an adverse determination by CalPERS associated with this appointment that is attributed to any misrepresentation made by you in this agreement or any violation of these rules caused by employment with any other CalPERS employer. Please contact CalPERS if you have any questions regarding the requirements of Sections 7522.56 and 21224 or this appointment.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of the City and are at-will; therefore, the appointment may end with or without cause or advance notice.

We welcome you to your limited-term appointment with the City and extend our best wishes for your success in the temporary position.

If you have additional questions or comments, feel free to contact me directly.

Sincerely,

Anil Comelo
City Manager

Acknowledgment:

I, _____, agree to this Conditional Limited Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all the terms and conditions of employment as set forth in this letter.

Signature

Date