



**City of St. Helena  
Regular City Council Meeting  
Tuesday, April 8, 2025 @ 6:00 PM  
Vintage Hall Board Room - Second Floor  
465 Main Street, St. Helena**

**Remote Participation from: Malibu City Hall,  
Carbon Room 23825 Stuart Ranch Road  
Malibu, CA 90265**

**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@cityofsthelena.org](mailto:publiccomment@cityofsthelena.org). All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.

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

Page

1. CALL TO ORDER
2. ROLL CALL  
Mayor: Paul Dohring, Vice Mayor: 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 25, 2025. 7 - 12  
[Regular City Council - 25 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

Estimated start time: 6:30 p.m.

- 8.1. Proclaiming April as Sexual Assault Awareness Month presented NEWS Domestic Violence and Sexual Abuse Services of Napa Valley. 13 - 14

[Proclamation](#)

9. STAFF BRIEFING

Estimated start time: 6:40 p.m.

- 9.1. Update on Defensible Space Certificate Program 15 - 23

[Defensible Space Inspection Program 2025](#)

10. CONSENT ITEMS

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

Estimated start time: 6:50 p.m.

- 10.1. Adopt resolution to authorize staff to issue Request For Proposals for engineering consultant services to design the Water Treatment Plant Transmission Main Replacement Project (W25-02). 25 - 29

CEQA Determination: Exempt

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Adopt the attached resolution and authorize staff to issue the Request for Proposals.

[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

None.

12. OLD BUSINESS

Estimated start time: 7:00 p.m.

- 12.1. Informational update to City Council on LAFCOs MSR Study and appointment of City Council designee to LAFCO Commission 31 - 127

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Receive information regarding LAFCO and designate a Council Member to represent the City on the LAFCO Board starting May 2025.

[Staff Report - Pdf Presentation](#)

- 12.2. Estimated start time: 7:10 p.m. 129 - 157

Continued 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.

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](#)

### 13. NEW BUSINESS

Estimated start time: 7:25 p.m.

- 13.1. Appeal of water bill by Merryvale Vineyards, Inc. 159 - 176

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Staff recommends City Council deny the claim as there was no evidence the water use was a result of a faulty meter.

[Staff Report - Pdf](#)

- 13.2. Estimated start time: 8:00 p.m. 177 - 189

Review of various revenue options.

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Provide direction to staff on preferred revenue options to bring back to City Council for consideration.

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

- 13.3. Estimated start time: 8:30 p.m. 191 - 199  
Consideration and possible approval of Resolution granting 1130 Paulson Ct. exemption from the independent utility connection requirement for a proposed ADU

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Adopt Resolution granting 1130 Paulson Ct. exemption from SHMC Section 17.22.030(G)(2)(c) to Construct one (1) ADU.

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

- 13.4. Estimated start time: 8:45 p.m. 201 - 209

Review Water/Wastewater Advisory Committee Proposed Workplan

CEQA Determination: Not a CEQA project

Prepared By: April Mitts, Assistant City Manager

Recommendation:

Review and affirm Committee workplan

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

- 13.5. Estimated start time: 8:55 p.m. 211 - 225

Discussion and Direction on Citywide Weed Abatement Approaches and Service Levels

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council review current weed abatement challenges and provide policy direction regarding the desired level of service and preferred weed management strategies. Staff seeks guidance on whether to maintain existing service levels, increase funding for contractual or seasonal support, or explore alternative methods such as cultural grazing (goats/sheep).

[Staff Report - Pdf](#)  
[Presentation](#)  
[Public Comment.Chris Warner](#)

- 13.6. Estimated start time: 9:05 p.m. 227 - 229

Consideration and proposed approval of a resolution for the City

Council appointment of applicants to fill the Library Board of Trustees vacancy and the Active Transportation and Sustainability Committee Alternate vacancy.

CEQA Determination: Not a CEQA project

Prepared By: Erika Opp, Administrative Analyst

Recommendation:

Approve a resolution appointing one applicant to the Library Board of Trustees and one applicant as the alternate on the Active Transportation and Sustainability Committee.

[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 22, 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 April 3, 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 25, 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**

1.1 Mayor Dohring called the meeting to order at 6:03 p.m.

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

3.1 Mayor Dohring led the Pledge of Allegiance.

Before adopting the agenda, Mayor Dohring paused to remember the life of Bill Savidge, former City Council member of 11 years who recently passed away.

**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 March 11, 2025.

Council Member Aaron Barak moved to approve the Regular Meeting minutes of March 11, 2025. The motion was seconded by Council Member Kate

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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

**6. PUBLIC FORUM:**

John Sullivan addressed the City Council.

**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 City Council Closed session meeting of March 25, 2025.

Fire Chief John Sorensen and Director of Community Development, Maya De Rosa shared the Fire Hazard Severity Zones map of St. Helena from Cal Fire. Maps have been posted as required and is available to leave public comment by emailing [publiccomment@cityofsthenana.gov](mailto:publiccomment@cityofsthenana.gov). This item will be brought back at the April 22 City Council meeting for adoption.

**8. PRESENTATIONS AND PUBLIC RECOGNITIONS**

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

Mark Van Gorder, Local Government Affairs with PG&E, provided the report.

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

Jeff Farmer, Chair of the Active Transportation and Sustainability Committee provided the report.

**9. STAFF BRIEFING**

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

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Receive and file.

Assistant Public Works Director, Eric Janzen shared the informational update.

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**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 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.

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.

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

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

- 10.3 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

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Staff recommends approving the attached resolution.

Council Member Aaron Barak moved to approve Consent Items 10.1 - 10.3.

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

**11. PUBLIC HEARINGS**

There were no public hearings.

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**12. OLD BUSINESS**

There was no old business.

**13. NEW BUSINESS**

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

CEQA Determination: Exempt

Prepared By: Andrew Bradley, Program Manager

Recommendation:

Receive presentation from Godbe Research(GRA)

City Manager Anil Comelo gave brief introduction of the item.

Bryan Godbe from Godbe research presented the report.

Mayor Dohring called for public comment; no public comment was received.

Discussion was turned over to Council where brief individual comments and questions ensued.

- 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.

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.

Director of Community Services, Dave Jahns reported on the item.

Mayor Dohring called for public comment; no public comment was made.

Discussion was turned over to Council and it was the consensus that this item be brought back to the next Regular City Council meeting of April 8. Council

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directed staff to continue to examine other options for the July 4th festivities.

- 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.

CEQA Determination: Exempt

Prepared By: Justin Tharp, Lieutenant

Recommendation:

Staff recommends approval of the attached resolution.

City Manager, Anil Comelo reported on the item.

Mayor Dohring called for public comment; no public comment was received.

Discussion was turned over to Council.

Council Member Aaron Barak moved to approve the resolution. 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

**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)

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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

No reports were made.

**15. ADJOURNMENT**

Mayor Dohring adjourned the meeting at 7:44 p.m.

**CHALLENGING DECISIONS OF CITY ENTITIES**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Paul Jamison Dohring, Mayor

\_\_\_\_\_  
Erika Opp, Acting City Clerk

**City of St. Helena  
PROCLAMATION**

**Sexual Assault Awareness Month  
April 2025**

**WHEREAS**, NEWS, Domestic Violence and Sexual Abuse Services is commemorating 43 years of service to survivors of domestic violence and sexual abuse in Napa County, and having opened as the county's Rape Crisis Center in 2010 to provide safety to those experiencing sexual abuse; and

**WHEREAS**, in 2001 the National Sexual Violence Resource Center launched the first Sexual Assault Awareness Month campaign and in 2009 the Obama Administration officially recognized April as National Sexual Assault Awareness Month, enshrining our Country's commitment to promoting education of sexual violence, promoting consent, ending victim-blaming, and showing support for victims and survivors; and

**WHEREAS**, Sexual Assault Awareness Month is about promoting safety, respect and equality, and standing up and speaking out against harmful cultural norms and attitudes that allow sexual violence to persist. This year's national campaign of **"Together We Act, United We Change"** emphasizes the importance of communities working together to prevent sexual abuse, assault, and harassment.; and

**WHEREAS**, rape, sexual assault, and sexual harassment harm our community. Statistics from the U.S. Center of Disease Control shows that over half of women and almost 1 in 3 men have experienced sexual violence involving physical contact during their lifetimes; and, that 1 in 4 women and about 1 in 26 men have experienced completed or attempted rape. Sexual violence disproportionately affects women, minors, and racial and ethnic minority groups who experience a higher incidence of sexual violence; and

**WHEREAS**, by observing April as Sexual Assault Awareness Month we show that our community is committed to supporting survivors and working toward the prevention of sexual violence across generations.

**NOW, THEREFORE I**, Paul Jamison Dohring, Mayor of the City of St. Helena, along with the St. Helena City Council, join NEWS, advocates, and communities across the country in taking action to prevent sexual violence. I do hereby proclaim **April 2025 as Sexual Assault Awareness Month, in St. Helena**, and I ask the entire community to join in their effort, not only in April, but all year long, to be part of the effort to end sexual violence.

---

Paul Jamison Dohring, Mayor

City of St. Helena



# Defensible Space Inspection Program

John Sorensen – Fire Chief



# Defensible Space Self-Inspection Form



St. Helena Fire Department  
1500 Main Street – St. Helena, California 94574 – (707) 967-2880

## DEFENSIBLE SPACE SELF-INSPECTION FORM

### PROPERTY INFORMATION

Owner(s): \_\_\_\_\_

Address of inspected property: \_\_\_\_\_

Owners phone number or email: \_\_\_\_\_

"Defensible space" means the area around a structure within a 100-foot radius or to the property line, whichever is less, in which combustible vegetation and other prohibited materials must be treated, cleared, or reduced to slow the spread of fire to and from the structure. This distance is increased to a 150-foot radius for areas in the Wildland Urban Interface (WUI).

Distances may be increased by the enforcement officer based on site-specific analysis of local conditions.

Pyrophytic Species: means fire-prone vegetation that is adapted to or that contributes to rapid burning, high heat output, and ember creation. This includes brush species that are highly flammable and burn with an oily heat and any vegetation that has a strong odor when crushed, has a resinous, gummy sap, or has oils that volatilize and burn readily. These species include, but are not limited to, the following:

**Shrubs:** Chamise, Greasewood, Manzanita, Sagebrush, Coyote Brush, Giant Chinquapin, California Buckwheat, Chaparral Pea, Scrub Oak, Black Sage, Huckleberry.

**Trees:** Sargent Cypress, Tan Oak, Coulter Pine, Knobcone Pine, Monterey Pine, Douglas Fir, California Bay.

**Ecological Weeds:** Acacia, Jubata Grass, Pampas Grass, Scotch Broom, French Broom, Eucalyptus, Fountain Grass, Gorse.

**Exotic Plants:** Firs, Bamboo, Cedars, False Cypress, Junipers, Larch, Japanese Honeysuckle, Palm, Spruces, Pines, Rosemary, Yew, Arborvitae, Hemlock.

Front



St. Helena Fire Department  
1500 Main Street – St. Helena, California 94574 – (707) 967-2880

### Zone 1: 30 Feet from Structure

- ☐ a. Remove all branches within 10 feet of chimneys and stovepipe outlets.
- ☐ b. Remove leaves, needles, and vegetation from roofs, gutters, decks, porches, and stairways.
- ☐ c. Remove all dead and dying trees, branches and shrubs, or other plants adjacent to or overhanging a structure.
- ☐ d. Equip chimney or stovepipe openings with a metal screen having openings between 3/8" inch or ½ inch.
- ☐ e. Remove all pyrophytic plant species.
- ☐ f. Single specimens of trees (that are not considered pyrophytic) are required to be well spaced to 10 feet from each other and 6 feet of vertical clearance from the ground.
- ☐ g. When shrubs or below tree canopies, vertical clearance from plants or shrubs shall be increased as to provide a minimum separation of 4 feet.
- ☐ h. Loose surface fuels shall be permitted to a maximum of 3 inches.
- ☐ i. Remove all exposed woodpiles and downed logs or stumps.
- ☐ j. Cut and maintain all annual grasses to 4" inches or less in height.
- ☐ k. Shrubs and plants shall have a minimum separation of 3 feet from each other.
- ☐ l. All dead and dry vegetation shall be removed.

### Zone 2: 30 Feet from Structure to a minimum of 100 Feet from Structure (150 feet in WUI)

- ☐ m. Cut and maintain all annual grasses to 4" inches or less in height.
- ☐ n. Remove all surface fuels that are greater than 4" inches in height.
- ☐ o. Cut and remove low hanging branches and ensure that all trees have a minimum of 6 feet of vertical clearance from the ground.
- ☐ p. When shrubs or below tree canopies, vertical clearance from plants or shrubs shall be increased as to provide a minimum separation of 4 feet.
- ☐ q. Cut branches to ensure that all tree canopies have a minimum of 10 feet of horizontal clearance from each other.
- ☐ r. Shrubs and plants shall have a minimum separation of 3 feet from each other.
- ☐ s. Remove all dead and dry vegetation.

### Recommendations:

- Remove any combustible outdoor furniture.
- Replace jute or fiber doormats with fire resistant materials.
- Remove or relocate all combustible materials including garbage and recycling containers.
- Clean all fallen leaves and needles regularly.
- Use only inorganic, non-combustible mulches such as stone or gravel.

Back

- Available at [cityofsthelena.gov/fire](http://cityofsthelena.gov/fire)
- Click on “Defensible Space Inspection & Certification” on the left panel menu

# Pyrophytic Species

*Excerpt from Self-Inspection form*

**Pyrophytic Species:** means fire-prone vegetation that is adapted to or that contributes to rapid burning, high heat output, and ember creation. This includes brush species that are highly flammable and burn with an oily heat and any vegetation that has a strong odor when crushed, has a resinous, gummy sap, or has oils that volatilize and burn readily. These species include, but are not limited to, the following:

- **Shrubs:** Chamise, Greasewood, Manzanita, Sagebrush, Coyote Brush, Giant Chinquapin, California Buckwheat, Chaparral Pea, Scrub Oak, Black Sage, Huckleberry.
- **Trees:** Sargent Cypress, Tan Oak, Coulter Pine, Knobcone Pine, Monterey Pine, Douglas Fir, California Bay.
- **Ecological Weeds:** Acacia, Jubata Grass, Pampas Grass, Scotch Broom, French Broom, Eucalyptus, Fountain Grass, Gorse.
- **Exotic Plants:** Firs, Bamboo, Cedars, False Cypress, Junipers, Larch, Japanese Honeysuckle, Palm, Spruces, Pines, Rosemary, Yew, Arborvitae, Hemlock.

## DEFENSIBLE SPACE ZONES



# Zone 1

## 30 ft. from structure

### Zone 1: 30 Feet from Structure

- ☐ a. Remove all branches within 10 feet of chimneys and stovepipe outlets.
- ☐ b. Remove leaves, needles, and vegetation from roofs, gutters, decks, porches, and stairways.
- ☐ c. Remove all dead and dying trees, branches and shrubs, or other plants adjacent to or overhanging a structure.
- ☐ d. Equip chimney or stovepipe openings with a metal screen having openings between 3/8" inch or 1/2 inch.
- ☐ e. Remove all pyrophytic plant species.
- ☐ f. Single specimens of trees (that are not considered pyrophytic) are required to be well spaced to 10 feet from each other and 6 feet of vertical clearance from the ground.
- ☐ g. When shrubs or below tree canopies, vertical clearance from plants or shrubs shall be increased as to provide a minimum separation of 4 feet.
- ☐ h. Loose surface fuels shall be permitted to a maximum of 3 inches.
- ☐ i. Remove all exposed woodpiles and downed logs or stumps.
- ☐ j. Cut and maintain all annual grasses to 4" inches or less in height.
- ☐ k. Shrubs and plants shall have a minimum separation of 3 feet from each other.
- ☐ l. All dead and dry vegetation shall be removed.

# Zone 2

100 ft. from structure

## Zone 2: 30 Feet from Structure to a minimum of 100 Feet from Structure (150 feet in WUI)

- ☐ m. Cut and maintain all annual grasses to 4" inches or less in height.
- ☐ n. Remove all surface fuels that are greater than 4" inches in height.
- ☐ o. Cut and remove low hanging branches and ensure that all trees have a minimum of 6 feet of vertical clearance from the ground.
- ☐ p. When shrubs or below tree canopies, vertical clearance from plants or shrubs shall be increased as to provide a minimum separation of 4 feet.
- ☐ q. Cut branches to ensure that all tree canopies have a minimum of 10 feet of horizontal clearance from each other.
- ☐ r. Shrubs and plants shall have a minimum separation of 3 feet from each other.
- ☐ s. Remove all dead and dry vegetation.

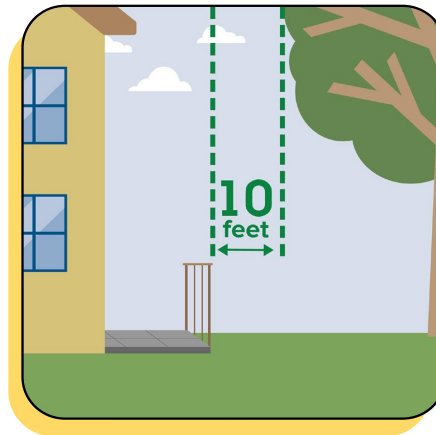
# Defensible Space in City Limits

## How to Create Defensible Space:

Remove all dead, dying or decayed vegetation from your property. *Municipal Code 8.08.010*

### Recommendations:

- Keep your roof, eaves and gutters clear of debris.
- Maintain grass to less than 4 inches in height.
- Remove plants along side your home, particularly under eaves and overhangs.
- Maintain 10 feet of clearance between tree branches and your roof.



# Defensible Space Certificate

| <b>ST. HELENA FIRE DEPARTMENT</b>                                                                                                                                                                                                                |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>DEFENSIBLE SPACE CERTIFICATE</b>                                                                                                                                                                                                              |             |
| THIS DOCUMENT CERTIFIES THAT AT THE TIME OF INSPECTION:                                                                                                                                                                                          |             |
| The property located at: _____                                                                                                                                                                                                                   |             |
| Meets the City of St. Helena's Public Nuisance Ordinance (8.08.010)<br>and related Guidelines and Public Resource Code 4291 requirements                                                                                                         |             |
|                                                                                                                                                               |             |
| INSPECTOR: _____                                                                                                                                                                                                                                 | DATE: _____ |
| Defensible Space requirements increase a structure's probabilities of surviving wildland fires but is not a guarantee.<br>Property lines have not been verified.<br>Regrowth of vegetation might require additional removal throughout the year. |             |

# Free Site Evaluations

Call 707-967-2880 or email [avidler@cityofsthelena.gov](mailto:avidler@cityofsthelena.gov) to schedule a free site visit

- Get a current site safety evaluation
- Receive recommendations to improve your fire preparedness
- Speak directly with Fire Department Personnel to answer any questions







## Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

|                                  |                                                                                                                                                                                                                                                          |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                                                                                                                                                                            |
| <b>FROM:</b>                     | Rebecca White, Administrative Assistant                                                                                                                                                                                                                  |
| <b>SUBJECT:</b>                  | Adopt resolution to authorize staff to issue Request For Proposals for engineering consultant services to design the Water Treatment Plant Transmission Main Replacement Project (W25-02).                                                               |
| <b>RECOMMENDED ACTION:</b>       | Adopt the attached resolution and authorize staff to issue the Request for Proposals.                                                                                                                                                                    |
| <b>PREVIOUS COUNCIL ACTION:</b>  | September 24, 2024 - City Council approved 5-Year CIP which included the W25-02 project.<br>December 10, 2024 - City Council approved a Professional Services Agreement with Haley & Aldrich for Owner's Representative Services for the W25-02 project. |
| <b>STATEMENT OF THE PURPOSE:</b> | Authorize staff to issue a Request for Proposals for engineering consultant services to design the Water Treatment Plant Transmission Main Replacement Project (W25-02).                                                                                 |
| <b>FINANCIAL IMPACT:</b>         | There is no financial impact associated with the authorization of issuing a Request for Proposals. This project has approved funding of \$9.1 million, with \$1 million allocated for design.                                                            |

### BACKGROUND:

In 2021, the Integrated Utility Master Plan (IUMP) was finalized. The purpose of the IUMP was to conduct an analysis of the City's water supplies, identify capacity deficiencies in the water, sanitary sewer, and storm drainage systems, and to develop feasible alternatives to correct the deficiencies. The 2021 IUMP proposed the replacement of pipeline to mitigate the risk of catastrophic failure since the WTP transmission line is responsible for 42% of the City's average daily demand and has suffered several leaks and breaks over the years. In response, the W25-02 Water Treatment Plant Transmission Main Replacement project was created and was approved as part of the 5-Year CIP. The W25-02 project will replace 16,300 lineal feet of 14-inch, 18-inch, and 24-inch pipeline. In December 2024, Council approved a professional services agreement with Haley & Aldrich for Owner's Representative Services for the W25-02 project.

### DISCUSSION:

The WTP Transmission Main Replacement Project is critical for long-term reliability of water delivery. Issuance of the Request for Proposal for Engineering Services is the

next step in the process for this project and will provide the City with competitive options for design proposals. The scope of services in the RFP will include determining existing rights-of-way and easements for the current pipeline alignment; determining lengths of existing pipeline that will be taken out of service during construction and the logical locations for connection points of the pump-around systems; determining the best and most cost-effective solutions for replacing the existing pipeline based on constraints of differing sections of the pipeline; and determining if a new pipeline alignment could be a feasible and cost effective solution.

Upon authorization to advertise for bids, Haley & Aldrich will finalize the contract documents and will begin soliciting bids for engineering services.

**ENVIRONMENTAL REVIEW:** None.

**GOAL:**

Goal 2: Improve Infrastructure & Further Environmental Sustainability

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

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

**DOCUMENTS ATTACHMENTS:**

[Resolution](#)  
[W25-02 CIP](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2025-**

**APPROVAL OF RESOLUTION AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FOR ENGINEERING CONSULTANT SERVICES TO DESIGN THE WATER TREATMENT PLANT TRANSMISSION MAIN REPLACEMENT PROJECT (W25-02).**

**RECITALS**

- A. In 2021, the Integrated Master Utility Plan proposed the replacement of pipeline to mitigate the risk of catastrophic failure; and
- B. The W25-02 Water Treatment Plant Transmission Main Replacement project, which will replace 16,300 lineal feet of 14-inch, 18-inch, and 24-inch pipeline, was created; and
- C. In 2024 City Council approved the W25-02 project as part of the 5-Year CIP and approved a professional services agreement with Haley & Aldrich for Owner's Representative Services for the W25-02 project; and
- D. The next step in the process for the W25-02 project is issuing a Request for Proposals for engineering consultant services for design of the project.

**RESOLUTION**

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

- 1. Authorizes staff to issue a Request for Proposals for engineering consultant services to design the Water Treatment Plant Transmission Main Replacement Project (W25-02).

Approved at a Regular Meeting of the St. Helena City Council on April 8, 2025, by the following vote:

|                                      |       |
|--------------------------------------|-------|
| <b>Mayor Paul Dohring:</b>           | _____ |
| <b>Vice Mayor Michelle Deasy:</b>    | _____ |
| <b>Council Member Billy Summers:</b> | _____ |
| <b>Council Member Aaron Barak:</b>   | _____ |

**Council Member Kate Spadarotto:** \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Paul Jamison Dohring, Mayor

\_\_\_\_\_  
City Clerk

## Water Treatment Plant Transmission Main Replacement

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

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

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

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

**EXPENDITURE ACCOUNTS:** Fund: 763 Dept: 5030

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





## Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Administration

|                                  |                                                                                                                                                                                                                               |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                                                                                                                                                 |
| <b>FROM:</b>                     | April Mitts, Assistant City Manager                                                                                                                                                                                           |
| <b>SUBJECT:</b>                  | Informational update to City Council on LAFCOs MSR Study and appointment of City Council designee to LAFCO Commission                                                                                                         |
| <b>RECOMMENDED ACTION:</b>       | Receive information regarding LAFCO and designate a Council Member choose someone to represent the City on the LAFCO Board starting May 2025.                                                                                 |
| <b>PREVIOUS COUNCIL ACTION:</b>  | N/A                                                                                                                                                                                                                           |
| <b>STATEMENT OF THE PURPOSE:</b> | Provide an informational update to the City Council on the Local Agency Formation Commission of Napa County (LAFCO) St. Helena Municipal Service Review (MSR) and appoint one member of City Council to the LAFCO Commission. |
| <b>FINANCIAL IMPACT:</b>         | None                                                                                                                                                                                                                          |

### BACKGROUND:

Local Agency Formation Commissions (LAFCOs) are local public regulatory and planning agencies created by the State Legislature to coordinate the orderly development of local agencies, such as cities and special districts, and associated provision of public services. This is accomplished primarily through the regulation of public agency boundaries.

LAFCOs generally prepare municipal service reviews every five years with the intent to inform LAFCO to better understand the availability and performance of governmental services provided within their respective jurisdictions prior to making sphere of influence determinations. LAFCOs may use the information generated from MSRs to initiate other actions under their authority, such as forming, consolidating, or dissolving one or more local agencies. MSRs vary in scope and can focus on a particular agency, service, or geographic region.

The last MSR conducted on the City of St. Helena was 2008 and can be accessed utilizing the following link: [Municipal Services Review-City of St. Helena-2008](#). The City is clearly overdue for a MSR. On February 5, 2025, LAFCO of Napa County issued a Request for Proposals for an updated MSR for St. Helena (Attachment 1).

**DISCUSSION:**

This report serves to provide information on the upcoming St. Helena MSR and appointment of a Council member to represent the City on the LAFCO Commission starting May 2025.

***MSR Information*****What is the MSR**

LAFCOs generally prepare municipal service reviews every five years with the intent to inform LAFCO to better understand the availability and performance of governmental services provided within their respective jurisdictions prior to making sphere of influence determinations. LAFCOs may use the information generated from MSRs to initiate other actions under their authority, such as forming, consolidating, or dissolving one or more local agencies. MSRs vary in scope and can focus on a particular agency, service, or geographic region.

Napa County LAFCO issued an RFP for MSR services on February 5, 2025 with responses due on March 7, 2025. On March 20th, Vice Mayor Deasy participated in a panel who interviewed all four consultants. At its April 7th Commission meeting, LAFCO staff will make a recommendation to contract with RSG for the services.

**What is included in the MSR**

The Cortese-Know-Hertzberg Act requires LAFCOs to complete MSRs to develop baseline information for updating spheres of influence (SOI's). That statute sets forth the form and content of the MSR, which must inform LAFCO on the following seven issues pursuant to California Government Code section 56430:

1. Growth and population projections for the area
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
3. Capacity of public facilities, adequacy of public service, and infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared services.
6. Accountability for community service needs, including governmental structure and operation efficiencies.
7. Any other matter related to effective or efficient service delivery.

Napa LAFCO's adopted Policy on MSRs require the Commission to make additional determinations with respect to the following eight factors:

1. Agricultural Preserve and Measure P.
2. Location and characteristics of existing outside service agreements.
3. Joint powers agreements involving the direct provision of public services.
4. Growth goals and policies of the land use authorities in Napa County.
5. Climate change.

6. Housing, including affordable housing and workforce housing.
7. Transportation.
8. Cumulative service impacts related to current and future planned development.

Additionally, the MSR may consider potential applications for the pilot programs established under GC sections 56133.5 and 56133.6 related to outside service provisions. These pilot programs, if utilized, will requires specific MSR determinations.

What is the Pilot option (how it could impact annexation possibilities)

In 2015, the-Assembly member Bill Dodd authorized Assembly Bill 402 (enacted on January 1, 2016, and codified as California Government Code Section 56133.5 and 56133.6). This code section established a pilot program that allows Napa and San Bernardino LAFCOs to authorize cities and special districts to provide municipal services outside both their jurisdictional boundaries and SOIs under unique circumstances. Section 56133.6 specifically states that the Napa LAFCO may authorize the City of St. Helena to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to 341 Saint Helena Hwy S and to 401 St. Helena Highway S, subject to approval by LAFCO at a public hearing where specific determinations are made (Attachment 2).

Prior law only permitted a city of district to provide extended services outside its jurisdictional boundaries only if it first requests and receives written approval from LAFCO.

Staff has confirmed with LAFCO that there are no benefits to using the pilot programs that might lead to future annexation. Instead the pilot programs would do the the opposite since they allow for services to be extended outside the City's boundaries without requiring annexation.

What does the MSR Process Entail?

The MSR process consists of data collection for a variety of sources including, but not limited to: City of St. Helena documents, County documents, and interviews with St. Helena staff. Documents and resources referenced in the 2008 study included: ABAG Housing Needs Allocation & Projections 2007; California Department of Finance Demographic research; City of St. Helena General Plan, Resolutions, Budget Documents, Staff Reports, Audited Financials, Municipal Code, and website; and various LAFCO documents.

Once the data is collected, a comprehensive review, interpretation, and analysis of all information collected, including engineering reports and financial data. The final report will have incorporated comments from St. Helena staff, members of the public, and Napa LAFCO.

Who Pays for the MSR?

LAFCO is responsible for contracting and paying for the MSR consultant and report.

How does the MSR apply to Sphere of Influence (SOI)?

A MSR acts as the foundational data used by LAFCO to make informed decisions about an agency's SOI boundaries and potential service expansions. Information and determinations in an MSR are intended to guide and inform SOI decisions.

A central planning responsibility for LAFCO is the determination of a SOI for each local agency under its jurisdiction. LAFCO establishes, amends, and updates SOI to designate the territory it believes represents the appropriate future service area and jurisdictional boundary of the affected agency. All jurisdictional changes, such as annexations and detachments, must be consistent with the SOI of the affected local agencies with limited exceptions. LAFCO review and updates each agency's sphere every five years as needed. The last SOI review for St. Helena was completed in 2008 and can be accessed using the following link: [SOI StHelena 2008](#).

How does the MSR and SOI Tie into Annexation?

Under generally applicable provisions of state law, LAFCOs for each county are designated as the sole approval authority for annexations, detachments, other changes of organization, and reorganizations of local agencies. Annexation is a change of organization involving "the inclusion, attachment, or addition of territory to a city or special district." [GC §56017]

When an annexation happens, a city will assume the responsibility for ensuring that the annexed territory receives a full range of city services, and the city must clearly demonstrate its ability to provide services to the area proposed for annexation without detracting from current services levels within the city, as such, the SOI is the first step towards annexation.

Annexation 101

The following provides brief information on the annexation process. Additional information can be found in Attachment 3, pages 16-22. Additionally, Attachment 4 provides a summary annexation process flowchart.

*1. What is annexation?*

Annexation occurs when a city or district attaches additional territory to its boundary.

*2. What are the steps in the annexation process?*

Annexation is considered a boundary change and before this change can occur, a person, group, or local government must submit a proposal to LAFCO. Every change of organization requires four, sometimes five steps: Initiation, LAFCO review, conducting authority actions, possible election, and completion.

INITIATION: An initiation may begin in one of three ways: by petition, by resolution, or by LAFCO. For St. Helena the City Council would adopt a resolution proposing a change of organization.

**LAFCO REVIEW:** Once a group of voters, an affected local agency, or LAFCO submits a proposal, the Commission review it. LAFCO review has three stages: staff report and recommendation, a public hearing, and a final decision.

**CONDUCTING AUTHORITY ACTIONS:** Once LAFCO approves a boundary change, it acts as the conducting authority and holds another public hearing to measure protests. LAFCO can waive the additional public hearing if certain conditions are met.

**POSSIBLE ELECTION:** Annexations may require elections if enough voters protests at the conducting authority's public hearing.

**COMPLETION:** Completion of a boundary change happens only if LAFCO, the conducting authority, and, if necessary, the voters, approve. Most of the completion process involved paperwork which is filed with the County Recorder. The affected local agencies recognize completion of the jurisdictional changes, which include property and sales tax transfers, police and fire protection responsibilities, planning and inspection controls, and other terms and conditions.

### *3. How can the City prepare for annexation?*

Pre-annexation planning may include, but is not limited, to the following:

- Identify Potential Annexation Areas
  - Conduct preliminary research on suitable areas
  - Evaluation financial feasibility and infrastructure needs
- Hire Consultant
  - Engage an expert to assist with analysis and planning
- Stakeholder Engagement
  - Conduct meeting with property owners and residents
  - Coordinate with county and regional planning agencies
- Feasibility Study & Cost-Benefit Analysis
  - Assess the financial impact and potential tax revenues
  - Review legal considerations and infrastructure expansion
- General Plan Review & Initial Updates
  - Identify necessary amendments to zoning, land use, and service plans
  - Draft proposed updates for public and council review

### *4. What else should be considered?*

- A property tax exchange between the City and Council is required prior to annexation. The property tax negotiation process is outlined under Revenue & Taxation (R&T) Code Section 99(b)(6). It should be noted that if the Council negotiates in good faith but ultimately decides not to agree to a tax exchange, then there is no path forward for annexation to occur.
- All changes of organization are considered "projects" and subject to the California Environmental Quality Act (CEQA).

5. *What are the General Plan changes that will need to be made?*

- Pre-zoning of the affected territory is required prior to annexation.

General Timeline:

| ITEM                                                                                                                                                                                                                                                   | TIMEFRAME             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Pre-annexation Planning (identify potential annexation areas, hire consultant, stakeholder engagement, feasibility study & cost-benefit analysis, and General Plan Review & Initial Updates).<br>Initiate pre-zoning process (SHMC 17.07.030) and CEQA | 6 - 12 months         |
| EIR (if necessary)                                                                                                                                                                                                                                     | 6 months              |
| Proposal to LAFCO for Consideration                                                                                                                                                                                                                    | 5 - 8 months          |
| If receive LAFCO approval, then proceed with Protest Proceedings                                                                                                                                                                                       | 2 - 4 months          |
| General Plan Amendment and Rezoning (following approval of annexation)                                                                                                                                                                                 | 4 months              |
| <b>TOTAL ESTIMATED TIMELINE</b>                                                                                                                                                                                                                        | <b>23 - 34 Months</b> |

***City Council Action***

City Council Representation on LAFCO Commission

LAFCO of Napa County is comprised of five regular and three alternate members. Three distinct member representations are on LAFCO and divided between (a) cities, (b) county, and (c) general public. All terms are four years and begin on the first Monday in May, unless filling an unexpired term. There are no term limits.

Of the two city members appointed to LAFCO, one shall always be chosen from either the City of Napa or the City of American Canyon (the "South Valley Seat"). The other shall always be chosen from among the Town of Yountville, City of St. Helena, or the City of Calistoga (the "North Valley Seat").

Anytime terms for the South and North Valley Seat end, the City Selection Committee shall appoint members in the rotation. The City of St. Helena's rotation starts in May 2025.

At least 14 days prior to the City Selection meeting, jurisdictions next in line for appointment to a Seat on LAFCO should forward a letter to the City Selection Committee Clerk of the Board that identifies and recommends the individual chosen by the jurisdiction to take its Seat on LAFCO for consideration by the Committee.

Staff's recommendation is that City Council designate a Council Member to represent the City on the LAFCO Committee starting May 2025.

**ENVIRONMENTAL REVIEW:** N/A

**GOAL:**

Goal 1: Strengthen Financial Sustainability  
Miscellaneous/Other

**DOCUMENTS ATTACHMENTS:**

[Attachment 1 - Napa LAFCO RFP for City of St. Helena MSR 2025](#)

[Attachment 2 - LAFCO Pilot Programs Report to Legislature](#)

[Attachment 3 - Time to Draw the Line LAFCOs](#)

[Attachment 4 - Annexation process-OPR](#)

Local Agency Formation Commission of Napa County



*Request for Proposals*

City of St. Helena  
Municipal Service Review

Response due by March 7, 2025 at 12:00 p.m.

*Issued February 5, 2025*

## REQUEST FOR PROPOSALS FOR CITY OF ST. HELENA MUNICIPAL SERVICE REVIEW

Local Agency Formation Commissions (LAFCOs) are local public regulatory and planning agencies created by the State Legislature to coordinate the orderly development of local agencies, such as cities and special districts, and associated provision of public services. This is accomplished primarily through the regulation of public agency boundaries. Periodic comprehensive analyses, such as municipal service reviews (MSRs), help guide these decisions.

### **Objective**

---

The Local Agency Formation Commission of Napa County ("Napa LAFCO") is seeking proposals from experienced consultants with Municipal Service Review (MSR) and LAFCO experience and knowledge to prepare a City of St. Helena MSR.

The MSR will include a comprehensive evaluation of all municipal services provided by St. Helena as well as a review of the City's sphere of influence (SOI) to inform whether a comprehensive update of the SOI is necessary. This work is to be completed in compliance with California Government Code section 56430.

The MSR is intended to serve as a tool to help Napa LAFCO, St. Helena, and the public better understand St. Helena's existing public service structure and consider alternatives that would optimize long-term service delivery. LAFCO, St. Helena, or the public may subsequently use the MSR, together with additional analysis where necessary, to pursue changes in St. Helena's governance structure, jurisdictional boundary, and/or SOI.

### **About St. Helena**

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The City of St. Helena, located in Napa County, is a small, picturesque town known as the "Heart of Napa Valley." Its history dates back to the mid-19th century when it was established as an agricultural hub. Initially a resting stop for travelers, it soon became a center for wine production, contributing significantly to Napa Valley's rise as a world-renowned wine region. St. Helena's historical charm is preserved through its many Victorian-era homes and buildings, as well as landmarks such as the Beringer Vineyards, established in 1876.

St. Helena spans approximately five square miles and is home to an estimated population of 5,300 residents. Despite its small size, the city has an outsized reputation for its vibrant culture, which revolves around wine, food, and art. It is home to high-end wineries, gourmet restaurants, boutique shops, and art galleries, making it a popular destination for tourists seeking a sophisticated, yet relaxed, experience.

The community of St. Helena values sustainability, heritage, and a strong sense of connection among its residents. The city embraces its agricultural roots, prioritizing the preservation of the natural environment and the support of local businesses. Community events, such as farmers' markets, art walks, and wine festivals, foster a sense of togetherness while celebrating its unique culture. Residents and visitors alike appreciate the city's tranquil atmosphere, scenic beauty, and emphasis on a high quality of life.

### **Expectations of the Consultant**

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The successful firm will accomplish the following:

1. The MSR shall use all available information including interviews, surveys, previous research, reports, engineering reports, adopted budgets, audit reports, general plans, previous MSRs, etc. Examples of previous MSRs can be found on the Napa LAFCO website (<https://napa.lafco.ca.gov/municipal-service-reviews>). Sufficient data and information shall be collected to construct an accurate, clear, concise, current, and comprehensive report.
2. The MSR shall reflect local Napa LAFCO policies. Specific information can be found on the Napa LAFCO website (<https://napa.lafco.ca.gov/general-policy-determinations>).
3. Development of the MSR shall involve regular and effective communication with St. Helena and Napa LAFCO staff.
4. Development of the MSR shall be conducted in a fair, accurate, and objective manner.
5. The MSR shall provide valuable and practical conclusions for improvements, modifications, interagency options, and/or organizational changes to enhance and improve municipal services where appropriate, including regional opportunities, reorganization, consolidation, partnerships, dissolution, cooperative agreements and other changes.
6. Development of the MSR shall provide effective and meaningful opportunities for public participation in the review process.

### **Scope of Services**

---

A Draft Scope of Services is attached to this RFP as Exhibit A. A final statement of services will be negotiated with the firm selected to ensure the MSR costs fit within LAFCO's budget, and will be included as part of the professional services agreement. A Sample Professional Services Agreement is attached to this RFP as Exhibit B.

### **Budget**

LAFCO has limited resources to devote to MSRs. Proposals that demonstrate the final product will meet the requirements of the Cortese-Knox-Hertzberg (CKH) Act and provide useful information in a concise format will be looked upon most favorably. A final budget amount for this project will be negotiated with the firm selected for the work prior to execution of an agreement.

### **Proposal Requirements**

The proposal shall be specifically responsive to this request and shall include, but not necessarily be limited to, the following:

1. A statement about the firm that describes history, as well as the competencies and resumes of the principals and all professionals who will be involved in the work. This statement should address the following:
  - Familiarity with the CKH Act, the role and functions of LAFCO, and the MSR process.
  - A management level understanding of how municipal services are planned, financed, and delivered.
  - Experience in governmental organization analysis, including performance measurement and evaluation.
  - Ability to analyze and present information in an organized format.
  - Ability to interpret varied engineering, financial, and planning documents.
  - Ability to facilitate and synthesize input from stakeholders.
  - Familiarity with public input processes and experience presenting and disseminating public information for review and comment in a public setting.
  - Ability to provide flexible and creative alternatives where necessary to resolve service and policy issues.
2. Identification of the lead professional responsible for the project and identification of the professional(s) who will be performing the day-to-day work. Note that any subsequent changes in staff performing the work will require prior approval by Napa LAFCO.
3. Documentation of similar or related experience accomplished within the last five years and references for each such project, including the contact name, address, and telephone number. Electronic copies of, or links to, such analyses must be provided. Prior directly related experience will be an important consideration in the selection of a consultant.

4. Description of the anticipated approach for this project, explicitly discussing and identifying any suggested changes to the Draft Scope of Services (Exhibit A). The consultant should propose its scope to accomplish the listed goals and tasks.
5. Disclosure of potential conflicts of interest.
6. Provide a preliminary project schedule showing start and ending times for each work task.
7. The anticipated project cost, including:
  - a. A not-to-exceed total budget amount.
  - b. The cost for each major task identified in the Draft Scope of Services.
  - c. The hourly rates for each person who will be involved in the work.

#### **Additional Information**

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##### *Agreement Provisions:*

Napa LAFCO reserves the right to reject any and all proposals, waive any irregularity in the proposals, and/or to conduct negotiations with any firms or individuals, whether or not they have submitted a proposal. The Commission's initial Sample Professional Services Agreement is attached to this RFP as Exhibit B. Although the attached Sample Professional Services Agreement is subject to revision before execution by the parties, by submission of a proposal or statement of qualification the potential contractor indicates that except as specifically and expressly noted in its submission, it has no objection to the Sample Professional Services Agreement or any of its provisions, and if selected will enter into a final agreement based substantially upon the Sample Professional Services Agreement.

No prior, current, or post award verbal conversations or agreement with any officer, agent, or employee of Napa LAFCO shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP. The selected consultant's proposal will become part of the agreement. Price quotations and other time-dependent information contained in any proposal shall remain firm for a minimum of 90 days from the proposal submission deadline.

##### *Non-Conforming Terms and Conditions:*

Any proposal that includes terms and conditions that do not conform to this RFP is subject to rejection as non-responsive. Napa LAFCO reserves the right to waive any informalities or minor irregularities in connection with proposals received. Napa LAFCO reserves the right to permit a consultant to withdraw non-conforming terms and conditions from their proposal prior to the Commission taking action.

*Collusion Among Respondents:*

Each consultant, by submitting a proposal, certifies that it is not party to any collusive action relating to this RFP.

*Conflict of Interest:*

Proposers warrant and covenant that no official or employee of Napa LAFCO, nor any business entity in which an official of Napa LAFCO has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to Napa LAFCO. Proposers will notify LAFCO of any potential conflict of interest regarding other work or third party contracts.

*Consultants:*

During the preparation phases, Napa LAFCO reserves the right to hire consultants as necessary, in its discretion, to represent the Commission in this project.

*Expenses Incurred:*

There is no expressed or implied obligation for Napa LAFCO to reimburse consultants for any expenses associated with the response to this RFP.

*Late Submissions:*

Any proposal received after 12:00 p.m. PST on March 7, 2025 will not be considered.

*Public Records:*

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals shall become the property of Napa LAFCO, and upon award of a contract to the successful proposer, all proposals shall be public records.

**About Us**

Napa LAFCO is currently staffed with one full-time Executive Officer and one full-time Clerk/Junior Analyst. The Commission is represented by two county members, two city members, and one member of the public. Napa LAFCO's annual budget is approximately \$0.8 million. Napa LAFCO oversees four incorporated cities, one incorporated town, and 18 special districts in Napa County.

### **Proposal Submittal**

Confirmation of receipt is the responsibility of the sender. Proposals received after the deadline will not be considered. Questions regarding the RFP shall be directed to the Executive Officer via e-mail at [BFreeman@napa.lafco.ca.gov](mailto:BFreeman@napa.lafco.ca.gov) or telephone at (707) 259-8645.

Proposals shall be submitted electronically (preferred) to [BFreeman@napa.lafco.ca.gov](mailto:BFreeman@napa.lafco.ca.gov) or mailed to:

Napa LAFCO  
Attn: Brendon Freeman, Executive Officer  
1754 Second Street, Suite C  
Napa, California 94559

Proposal deadline: **12:00 p.m. on March 7, 2025**

### **Proposal Evaluation Process**

Napa LAFCO staff will review each proposal and evaluate the ability of each firm to meet the expectations defined herein. References will be contacted. The proposals will be ranked and the top firms will be invited to an interview with staff, Commissioners, and representatives from local agencies. The principal of the firm is required to be present during the interview. A consultant will then be selected and the contract approval process will begin. Napa LAFCO may modify this evaluation process as appropriate or needed.

**Interviews with top ranked consultants are expected to be held in Napa County during the week of March 17 – 21, 2025.**

### **Consultant Selection**

Napa LAFCO reserves the right to award a contract to the firm or individual(s) that presents the proposal which, in the sole judgment of Napa LAFCO, best accomplishes the desired results. Napa LAFCO reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate deviations with the successful firm. The following attributes will be considered in determining the award of the contract:

1. Understanding of the project and commitment to meet the expectations outlined in this RFP.
2. Ability to build and maintain effective relationships with Napa LAFCO and St. Helena staff.
3. Ability to understand the goals of the study and the professional/technical competency to produce an excellent product.

4. Quality and comparability of previous related work products on which the proposer was the sole or lead consultant.
5. Ability to produce an accurate, concise, and well-researched product.
6. Provide clear and reasonable outline of cost estimates and past performance while staying within budget.
7. Ability to meet the Draft Scope of Services included as Exhibit A.
8. Effective communication with LAFCO staff, LAFCO Commissioners, and St. Helena representatives.

**Tentative Schedule**

It is strongly desired that the MSR is completed by October 2025. The final schedule for the MSR is flexible and subject to negotiation with the firm selected for the work prior to an agreement being recommended to LAFCO for adoption.

**LAFCO Contact**

Brendon Freeman, Executive Officer  
Napa LAFCO  
1754 Second Street, Suite C  
Napa, CA 94559  
(707) 259-8645

**Exhibits:**

- A) Draft Scope of Services
- B) Sample Professional Services Agreement

## Exhibit A

## REQUEST FOR PROPOSALS FOR CITY OF ST. HELENA MUNICIPAL SERVICE REVIEW

### SCOPE OF SERVICES

Napa LAFCO intends to conduct a comprehensive municipal service review (MSR) for the City of St. Helena. The information necessary to conduct the MSR is technical in nature. LAFCO desires to engage a consultant to gather information, draw conclusions from existing studies, and develop recommendations to the Commission about what actions may be appropriate in light of the Cortese-Knox-Hertzberg Act. A final scope of services will be negotiated with the firm selected to conduct the MSR and will be incorporated as part of a professional services agreement to be approved by LAFCO.

#### **MSR Guidelines**

The Cortese-Knox-Hertzberg Act requires LAFCOs to complete MSRs to develop baseline information for updating spheres of influence (SOIs). The statute sets forth the form and content of the MSR, which must inform the Commission on the following seven issues pursuant to California Government Code section 56430:

1. Growth and population projections for the area.
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
3. Capacity of public facilities, adequacy of public service, and infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared services.
6. Accountability for community service needs, including governmental structure and operation efficiencies.
7. Any other matter related to effective or efficient service delivery.

Additionally, Napa LAFCO's adopted Policy on MSRs requires the Commission to make additional determinations with respect to the following eight factors:

1. Agricultural Preserve and Measure P
2. Location and characteristics of existing outside service agreements
3. Joint powers agreements involving the direct provision of public services
4. Growth goals and policies of the land use authorities in Napa County
5. Climate change
6. Housing, including affordable housing and workforce housing
7. Transportation
8. Cumulative service impacts related to current and planned development

## Exhibit A

**Objectives & Expectations of the Consultant**

In completing all tasks and work products, it is the express desire of LAFCO for the consultant to:

- Comply with Government Code (G.C.) section 56430; specifically, to enable the Commission to make determinations with respect to the seven factors delineated in the statute as well as the eight additional factors delineated in the policy as summarized above.
- Consider potential applications for the pilot programs established under G.C. sections 56133.5 and 56133.6 related to outside service provision. These pilot programs, if utilized, will require specific MSR determinations.
- Evaluate existing service provision and present recommendations, options, opportunities, comparisons to other areas, and industry best practices to enhance future service delivery.
- Consider the feasibility of, and explore opportunities to implement, recommendations from other LAFCO studies such as the Countywide Water and Wastewater MSR completed in 2020. Notable recommendations include pursuing enhancements in shared services, facilities, and resources.
- Conduct the required analyses in the most cost-effective manner possible.
- Utilize information that is currently available rather than initiate new analyses, including but not limited to urban water management plans, water supply assessments, capital improvement plans, engineering master plans, financial master plans, City and County General Plans, adopted budgets, audits, and previous MSRs completed by LAFCO.
- Conduct the MSR process in a collaborative fashion with regular input and review by St. Helena representatives.
- Create a product that will be beneficial to St. Helena as a planning tool.
- Provide comparisons to other areas, and industry best practices to be considered St. Helena for enhanced future service delivery.
- Have all published work products be readily accessible to, and easily understandable by, the general public.
- Use all available information relevant to the MSR including interviews, surveys, previous research, reports, engineering reports, adopted budgets, audit reports, state regulatory agency reports, general plans, previous MSRs, authorities under the law, etc. Sufficient data and information should be collected to construct a clear, concise, and comprehensive report.

## Exhibit A

**MSR Process & Deliverables**

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Preparation of the MSR will include the following steps:

1. Data collection: including distribution of requests for information and research of existing information. Meetings and/or telephone interviews with St. Helena staff are required.
2. Review, interpretation, and analysis of all the information collected, including engineering reports and financial data.
3. Produce an Administrative Draft MSR, including appropriate findings, determinations, and recommendations for Napa LAFCO staff review (electronic Word version). A copy of all reference materials should also be provided. Incorporate LAFCO staff comments, edits, and corrections to the Administrative Draft MSR and submit a revised Administrative Draft MSR for distribution to St. Helena staff for review and comment (electronic PDF and Word versions).
4. Produce a Draft MSR incorporating comments, edits, and corrections provided by St. Helena staff. Submit the Draft MSR to Napa LAFCO for distribution to the Commission, St. Helena, and the public for review and comment (electronic PDF and Word versions). Attendance at the Commission meeting to present the Draft MSR for discussion is required.
5. Produce a Final MSR addressing comments from the Commission, Napa LAFCO staff, St. Helena, and the public. This includes findings, determinations, and recommendations (electronic PDF and Word versions). Attendance at the Commission meeting to present the Final MSR proposed for adoption is required.
6. Napa LAFCO will be responsible for determining the appropriate level of environmental review and preparing all CEQA documentation for the MSR. CEQA analysis should not be included in the proposal.
7. Following Commission approval of the MSR, provide Napa LAFCO with a final electronic version (both PDF and Word versions) for distribution.

## Exhibit B

AGREEMENT NO. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Local Agency Formation Commission of Napa LAFCO, a political subdivision of the State of California, hereinafter referred to as "LAFCO", and \_\_\_\_\_ **[TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD "doing business as \_\_\_\_\_"; IF THE CONTRACTOR IS A CORPORATION, ADD THE STATE OF INCORPORATION BY SAYING, "a \_\_\_\_\_ corporation.**

**RECITALS**

**WHEREAS**, LAFCO wishes to obtain specialized services in order to \_\_\_\_\_; and \_\_\_\_\_

**WHEREAS**, CONTRACTOR represents that it is qualified and willing to provide such specialized services to LAFCO under the terms and conditions set forth herein.

**TERMS**

**NOW, THEREFORE**, LAFCO hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve LAFCO in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on \_\_\_\_\_, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict), except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to LAFCO shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). **[IF THE TERM NEEDS TO ROLLOVER, ADD THE FOLLOWING:** The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of LAFCO by the Napa LAFCO Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.]

## Exhibit B

2. **Scope of Services.** CONTRACTOR shall provide LAFCO those services set forth in Exhibit "A", attached hereto and incorporated by reference herein. All work performed by CONTRACTOR under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR's field of expertise.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, LAFCO shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by LAFCO. **[OR, USE THIS ALTERNATE LANGUAGE]** Travel and other expenses will be reimbursed by LAFCO upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the policy(s) set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement **[ADD "per fiscal year" IF PARAGRAPH 1 HAS AN AUTOMATIC ROLLOVER]** shall be a total of \_\_\_\_\_ (\$\_\_\_\_\_) for professional services and \_\_\_\_\_ (\$\_\_\_\_\_) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred. **[DELETE THE TWO REFERENCES TO EXPENSES IF (b) SAYS NO EXPENSES WILL BE REIMBURSED]** In no instance shall LAFCO be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. CONTRACTOR shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid CONTRACTOR, as provided in this Agreement, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance of work under this Agreement, including travel and expenses, unless otherwise expressly so provided.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to LAFCO of an itemized billing invoice in a form acceptable to the LAFCO Executive Officer which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Invoices shall also indicate the number of hours worked by each of CONTRACTOR's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LAFCO, in its opinion, to substantiate billings.

(b) CONTRACTOR shall submit invoices not more often than monthly to the Executive Officer. Approved invoices shall be submitted to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt. CONTRACTOR shall be notified within fifteen (15) calendar days following receipt of its invoice by LAFCO of any circumstances or data identified by LAFCO in CONTRACTOR's written billing which would

## Exhibit B

cause withholding of approval and subsequent payment. LAFCO reserves the right to withhold payment of disputed amounts. **[DELETE ALL SENTENCES AND PHRASES IN THIS SUBPARAGRAPH WHICH REFER TO EXPENSES IF PARAGRAPH 3(b) DOES NOT PROVIDE FOR EXPENSE REIMBURSEMENT]**

(c) Legal status. So that LAFCO may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the LAFCO Executive Officer upon request in a form satisfactory to the LAFCO Executive Officer. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that LAFCO may monitor the work performed by CONTRACTOR. LAFCO shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **[Reserved.]**

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide LAFCO with certification of all such coverages as set forth in subsection (c), below.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under

## Exhibit B

this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**[COMMENT: IF THIS IS A CONSTRUCTION CONTRACT, CHECK WITH LAFCO'S RISK MANAGER FOR THE CORRECT AGGREGATE AMOUNT, BEFORE LETTING BIDS BECAUSE THE AMOUNTS MUST BE STATED IN THE BID SOLICITATION, NOT JUST IN THE EVENTUAL CONTRACT DOCUMENT]**

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(a) and (b), above, shall be evidenced by one or more certificates of coverage or, with the consent of LAFCO's Risk Manager, demonstrated by other evidence of coverage acceptable to LAFCO's Risk Manager, which shall be filed by CONTRACTOR with LAFCO's Executive Officer prior to commencement of performance of any of CONTRACTOR's duties. Such certificate(s) shall (1) reference this Agreement by its LAFCO number or title; (2) shall provide that LAFCO shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and (3) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(d) For the commercial general liability insurance coverage referenced in 7(b)(1) and the comprehensive automobile liability insurance coverage referenced in 7(b)(3), CONTRACTOR shall also file with the evidence of coverage, an endorsement from the insurance provider naming LAFCO, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. The certificate or other evidence of coverage shall also provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of LAFCO shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to LAFCO with respect to any insurance or self-insurance programs maintained by LAFCO. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by LAFCO's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be

## Exhibit B

declared to, and be subject to approval by, LAFCO's Risk Manager, which approval shall not be denied unless the LAFCO's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by LAFCO's Risk Manager, if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects LAFCO, its officers, employees, agents and volunteers, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**8. Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LAFCO and the officers, agents, employees and volunteers of LAFCO from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, including any patent or copyright infringements, but excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of LAFCO or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold LAFCO and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

**9. Termination.**

(a) LAFCO shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving CONTRACTOR fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to CONTRACTOR at the address indicated in Section 13.

(b) If LAFCO issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

## Exhibit B

(2) Contractor shall deliver to LAFCO copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only LAFCO shall be entitled to claim or apply for the copyright or patent thereof.

(3) LAFCO shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 3, less any compensation to LAFCO for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 4. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LAFCO shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LAFCO. LAFCO may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to LAFCO from CONTRACTOR is determined.

10. **Time.** Time is of the essence in this Agreement.

11. **Campaign Contribution Disclosure.** Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

LAFCO

Brendon Freeman, Executive Officer  
1030 Seminary Street, Suite B  
Napa, CA 94559

CONTRACTOR

[Name]  
[Address]

## Exhibit B

14. **National Labor Relations Board Certification.** CONTRACTOR, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a federal court which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to LAFCO's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of LAFCO, expressed through its Executive Officer. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to LAFCO all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by LAFCO.

16. **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of LAFCO, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for LAFCO to withhold its consent to assignment. For purposes of this subparagraph, the consent of LAFCO may be given by the Executive Officer.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only LAFCO, through its Commission in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place

## Exhibit B

any interpretation upon any of the provisions of this Agreement. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of LAFCO by the State of California pursuant to agreement between LAFCO and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation

## Exhibit B

available upon request to LAFCO for inspection.

(c) Americans with Disabilities Act (ADA) of 1990. By signing this Agreement, CONTRACTOR assures LAFCO that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.

(d) Drug-Free Certification. By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:

- i. The dangers of drug abuse in the workplace;
- ii. The person's or the organization's policy of maintaining a drug-free workplace;
- iii. Any available counseling, rehabilitation, and employee assistance programs; and
- iv. Penalties that may be imposed upon employees for drug abuse violations.

(3) Every employee of CONTRACTOR who works under this Agreement shall:

- i. Receive a copy of CONTRACTOR's Drug-Free Workplace Policy Statement; and
- ii. Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

(e) Union Organizing: By signing this Agreement, CONTRACTOR hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

(1) CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

(2) CONTRACTOR will not meet with employees or supervisors on LAFCO or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

(3) No funds received from LAFCO under this Agreement shall be used to assist, promote, or deter union organizing.

(f) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on

## Exhibit B

amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold LAFCO harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that LAFCO is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish LAFCO with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** LAFCO, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after LAFCO makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and LAFCO each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to LAFCO and shall not, during the term of this Agreement, acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as LAFCO may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of LAFCO relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, LAFCO may terminate this Agreement immediately upon giving written notice without further obligation by LAFCO to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that LAFCO has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By authorizing its Chair to execute this Agreement on its behalf, LAFCO's Commission hereby determines in writing on behalf of LAFCO that CONTRACTOR has been hired to perform a

## Exhibit B

range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Ownership; Permission.**

- a. CONTRACTOR agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LAFCO, provided that CONTRACTOR may retain file copies of said work products. CONTRACTOR shall provide said work products to LAFCO upon request.
- b. CONTRACTOR represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by CONTRACTOR or that all required permissions and license agreements have been obtained and paid for by CONTRACTOR; and (ii) LAFCO is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." CONTRACTOR shall defend, indemnify and hold harmless LAFCO and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement, including any documents expressly incorporated

Exhibit B

by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

**TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD "doing business as" FOLLOWED BY THE FICTITIOUS BUSINESS NAME]**

By \_\_\_\_\_  
[NAME] , [Title]

**[IF CONTRACTOR IS A CORPORATION, EITHER ADD A SECOND SIGNATURE LINE AND MAKE SURE THAT ONE SIGNATURE IS BY THE CORPORATION'S PRESIDENT, VICE-PRESIDENT OR CHAIRMAN AND THE OTHER IS BY THE SECRETARY, TREASURER OR CHIEF FINANCIAL OFFICER OR OBTAIN AUTHORIZATION FROM THE CORPORATION FOR A SINGLE PERSON OR POSITION TO SIGN THE CORPORATION'S CONTRACTS]**

By \_\_\_\_\_  
[NAME] , [Title]

"CONTRACTOR"

Local Agency Formation Commission of Napa County, a political subdivision of the State of California

By \_\_\_\_\_  
 , Commission Chair

"LAFCO"

Exhibit B

ATTEST: Clerk of LAFCO

By: \_\_\_\_\_

|                                                                                              |
|----------------------------------------------------------------------------------------------|
| <p><b>APPROVED AS TO FORM</b><br/>Commission Counsel</p> <p>By: _____</p> <p>Date: _____</p> |
|----------------------------------------------------------------------------------------------|

|                                                                                                     |
|-----------------------------------------------------------------------------------------------------|
| <p><b>APPROVED BY LAFCO</b></p> <p>Date: _____</p> <p>Processed by: _____</p> <p>Clerk of LAFCO</p> |
|-----------------------------------------------------------------------------------------------------|

Exhibit B

**EXHIBIT “A”**

**Scope of Work**

*(Include detailed description of tasks to be performed and timing)*

Exhibit B

**EXHIBIT “B”**

**Rates of Compensation/Expenses**

*(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)*

Exhibit B

**EXHIBIT "C"**

**LEVINE ACT DISCLOSURE STATEMENT**

*(To be completed by all proposers on LAFCO consultant contracts)*

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the Napa County LAFCO are:

|                          |                          |
|--------------------------|--------------------------|
| Margie Mohler            | Diane Dillon             |
| Gregory Rodeno           | Brad Wagenknecht         |
| Scott Sedgley            | Ryan Gregory, Alternate  |
| Kenneth Leary, Alternate | Erik Lawrence, Alternate |

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LAFCO Commissioner(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications? ☐ YES ☐ NO

If yes, please identify the Commissioner(s): \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any LAFCO Commissioner(s) in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the Commissioner(s): \_\_\_\_\_

Answering yes to either of the two questions above does not preclude LAFCO from awarding a contract to your firm. It does, however, preclude the identified Commissioners from participating in the contract award process for this contract.

|               |                                                  |
|---------------|--------------------------------------------------|
| _____<br>DATE | _____<br>(SIGNATURE OF AUTHORIZED OFFICIAL)      |
|               | _____<br>(TYPE OR WRITE APPROPRIATE NAME, TITLE) |
|               | _____<br>(TYPE OR WRITE NAME OF COMPANY)         |



**Local Agency Formation Commission of Napa County**  
Subdivision of the State of California

1754 Second Street, Suite C  
Napa, California 94559  
Phone: (707) 259-8645  
[www.napa.lafco.ca.gov](http://www.napa.lafco.ca.gov)

*We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture*

**Agenda Item 6d (Action)**

**TO:** Local Agency Formation Commission

**PREPARED BY:** Brendon Freeman, Executive Officer B F

**MEETING DATE:** December 9, 2024

**SUBJECT:** California Government Code Sections 56133.5 and 56133.6 Pilot Programs Report to the Legislature

**RECOMMENDATION**

It is recommended the Commission consider directing staff to submit the report to the Legislature, included as Attachment 1, with any desired changes.

**BACKGROUND AND SUMMARY**

The Commission will consider providing formal direction to the Executive Officer to submit a report to the Legislature consistent with the California Government Code (G.C.) sections 56133.5 and 56133.6 pilot programs. The report is due before January 1, 2025, and describes the Commission's participation in the pilot programs.

In 2015, then-Assembly member Bill Dodd authored Assembly Bill 402, enacted on January 1, 2016, and codified as G.C. section 56133.5. This statute established a pilot program that allows Napa and San Bernardino LAFCOs to authorize cities and special districts to provide municipal services outside both their jurisdictional boundaries and spheres of influence under unique circumstances. The Commission utilized G.C. section 56133.5 one time in October 2019 when it authorized the City of Napa to provide water service to the Carneros Resort and Spa.

G.C. section 56133.5 was scheduled to be repealed on January 1, 2021, but was extended for five years by Senator Dodd with an amendment recognizing the establishment of a new pilot program codified as G.C. section 56133.6. G.C. section 56133.5 is included as Attachment 2 and scheduled to be repealed on January 1, 2026.

G.C. section 56133.6 allows Napa LAFCO to authorize the City of St. Helena to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence under unique circumstances. G.C. section 56133.6 is included as Attachment 3 and also scheduled to be repealed on January 1, 2026.

Margie Mohler, Commissioner  
Councilmember, Town of Yountville

Beth Painter, Commissioner  
Councilmember, City of Napa

Vacant, Alternate Commissioner  
Councilmember, City of American Canyon

Anne Cottrell, Chair  
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner  
County of Napa Supervisor, 5th District

Joelle Gallagher, Alternate Commissioner  
County of Napa Supervisor, 1st District

Kenneth Leary, Vice Chair  
Representative of the General Public

Eve Kahn, Alternate Commissioner  
Representative of the General Public

Brendon Freeman  
Executive Officer

*California Government Code Sections 56133.5 & 56133.6 Pilot Programs Report to the Legislature  
December 9, 2024  
Page 2 of 2*

The Commission is required to submit a report to the Legislature before January 1, 2025, on its participation in the two pilot programs. A draft report is included as Attachment 1. The Commission is invited to make any desired changes to the report. For example, the Commission may wish to include a request for one or both pilot programs to be extended for another five years. Notably, the Commission has not utilized either pilot program in the last five years.

#### **ATTACHMENTS**

- 1) Draft Report to the Legislature on the Commission's Participation in the Pilot Programs
- 2) California Government Code Section 56133.5
- 3) California Government Code Section 56133.6

Attachment 1



**Local Agency Formation Commission of Napa County**  
Subdivision of the State of California

1754 Second Street, Suite C  
Napa, California 94559  
Phone: (707) 259-8645  
[www.napa.lafco.ca.gov](http://www.napa.lafco.ca.gov)

---

*We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture*

---

December 10, 2024

TO: California State Legislature

FROM: Local Agency Formation Commission of Napa County

SUBJECT: California Government Code Sections 56133.5 and 56133.6 Pilot Programs

---

The Local Agency Formation Commission (LAFCO) of Napa County submits this report to the Legislature in compliance with California Government Code (G.C.) section 56133.5(d). This report summarizes LAFCO of Napa County's participation in the pilot programs codified as G.C. sections 56133.5 and 56133.6.

Napa LAFCO received one request for extension of service pursuant to G.C. section 56133.5 and zero requests pursuant to G.C. section 56133.6.

In 2019, the City of Napa requested authorization under G.C. section 56133.5 to provide public water service outside its jurisdictional boundary and sphere of influence. Napa LAFCO approved the request on October 7, 2019. The report that accompanies Napa LAFCO's approval is available online at:

[napa.lafco.ca.gov/files/f33b3a054/10-7-19\\_6b\\_CarnerosOSA-Napa.pdf](http://napa.lafco.ca.gov/files/f33b3a054/10-7-19_6b_CarnerosOSA-Napa.pdf)

Napa LAFCO is not aware of any additional potential requests under G.C. section 56133.5 or 56133.6 within the foreseeable future. Toward this end, Napa LAFCO does not request an extension of either pilot program.

If you have any questions, please do not hesitate to contact me at (707) 259-8645 or [bfreeman@napa.lafco.ca.gov](mailto:bfreeman@napa.lafco.ca.gov).

Sincerely,

*Brendon Freeman*

Brendon Freeman  
Executive Officer

Distribution: Secretary of the Senate  
Chief Clerk of the Assembly  
Legislative Counsel  
Senator Bill Dodd, District 3  
Sam Martinez, San Bernardino LAFCO Executive Officer

Margie Mohler, Commissioner  
Councilmember, Town of Yountville

Anne Cottrell, Chair  
County of Napa Supervisor, 3rd District

Kenneth Leary, Vice Chair  
Representative of the General Public

Beth Painter, Commissioner  
Councilmember, City of Napa

Belia Ramos, Commissioner  
County of Napa Supervisor, 5th District

Eve Kahn, Alternate Commissioner  
Representative of the General Public

Mariam Aboudamous, Alternate Commissioner  
Councilmember, City of American Canyon

Joelle Gallagher, Alternate Commissioner  
County of Napa Supervisor, 1st District

Brendon Freeman  
Executive Officer



## Attachment 2

**State of California****GOVERNMENT CODE****Section 56133.5**


---

56133.5. (a) A pilot program is hereby established for the Napa and San Bernardino commissions. If consistent with adopted policy, the Napa and San Bernardino commissions may authorize a city or district to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to support existing or planned uses involving public or private properties, subject to approval at a noticed public hearing in which the commission makes all of the following determinations:

(1) The extension of service or services deficiency was identified and evaluated in a review of municipal services prepared pursuant to Section 56430.

(2) The commission determines both of the following:

(A) The extension of service will not result in adverse impacts on open space or agricultural lands.

(B) The extension of service will not result in growth-inducing impacts.

(3) A sphere of influence change involving the affected territory and its affected agency is not feasible under this division or desirable based on the adopted policies of the commission.

(b) Subdivision (d) of Section 56133 shall apply to any request for new or extended services pursuant to this section.

(c) For purposes of this section, "planned use" means any project that is included in an approved specific plan as of July 1, 2015.

(d) The Napa and San Bernardino commissions shall submit a report before January 1, 2025, to the Legislature on their participation in the pilot program, including how many requests for extension of services were received on or after the effective date of this section, and the action by the commission to approve, disapprove, or approve with conditions. The Napa commission shall also include in the report on the pilot program information on its decision to approve, deny, or approve with conditions any authorization for the City of St. Helena to provide new or extended services outside its jurisdictional boundary and sphere of influence, as described in Section 56133.6. The report required to be submitted pursuant to this subdivision shall be submitted in compliance with Section 9795 of the Government Code.

(e) The pilot program established pursuant to this section shall be consistent with Chapter 8.5 (commencing with Section 1501) of Part 1 of Division 1 of the Public Utilities Code.

Attachment 2

(f) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

(Added by Stats. 2021, Ch. 482, Sec. 1. (SB 13) Effective October 4, 2021. Repealed as of January 1, 2026, by its own provisions.)



## Attachment 3

**State of California****GOVERNMENT CODE****Section 56133.6**


---

56133.6. (a) As part of the pilot program established pursuant to Section 56133.5, the Napa commission may authorize the City of St. Helena to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to 341 Saint Helena Hwy S, St. Helena, Napa County, Assessor's Parcel Numbers 027-130-006 and 027-130-005, and to 401 St. Helena Highway S, St. Helena, Napa County, Assessor's Parcel Numbers 027-120-052, 027-120-061, and 027-120-062, subject to approval at a noticed public hearing in which the Napa commission makes all of the following determinations:

(1) The extension of service or services will result in specific environmental benefits, including transitioning septic systems to a treated sewer system, and either of the following:

(A) The extension of services will serve an agricultural employee housing development, as contemplated by Section 17021.8 of the Health and Safety Code, of no less than 6 units and no more than 12 units.

(B) The extension of services will serve a mobilehome park reuse or mobilehome park redevelopment of no more than 25 units.

(2) The extension of service or service deficiency was identified and evaluated in a review of municipal services prepared pursuant to Section 56430.

(3) The commission determines both of the following:

(A) The extension of service will not result in adverse impacts on open space or agricultural lands.

(B) The extension of service will not result in growth-inducing impacts.

(4) A sphere of influence change involving the affected territory and its affected agency is not feasible under this division or desirable based on the adopted policies of the commission.

(b) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

(Added by Stats. 2021, Ch. 482, Sec. 2. (SB 13) Effective October 4, 2021. Repealed as of January 1, 2026, by its own provisions.)

# **IT'S TIME TO DRAW THE LINE**

A Citizen's Guide to LAFCOs

California's Local Agency Formation Commissions

Second Edition

Tami Bui & Bill Ihrke

May 2003

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## **INTRODUCTION**

No state is as geographically and demographically diverse as California. From the Siskiyou Mountains to San Diego Bay, California's over 5,000 local governments serve more than 35 million residents. With so many governments, many people wonder whether anybody actually oversees their numbers, powers, and jurisdictions. Rest assured, local agencies can't change their boundaries on a whim. Cities and special districts need permission from Local Agency Formation Commissions (LAFCOs).

Most Californians, however, don't know much about LAFCOs. Most of us don't know:

- What they are (independent regulatory commissions)
- How many exist (58)
- Who serves on them (your county supervisor, city council member, or you!)
- What they cost (\$11.5 million a year)

This Citizen's Guide to Local Agency Formation Commissions answers many of your questions about LAFCOs. In plain language, this guide explains what LAFCOs are, where they came from, their legal powers, and how to understand them. This guide also tells you where to get more information about LAFCOs, and how you can become more involved with their decisions.

Democracy works best when people are informed about the governments that serve them. This citizen's guide will make you more aware about the unique and influential governmental entities known as LAFCOs.

### **WHAT'S A LAFCO?**

LAFCOs are the Legislature's watchdog over the boundaries of cities and special districts.

**LAFCO stands for Local Agency Formation Commission.** LAFCOs are independent regulatory commissions created by the California Legislature to control the boundaries of cities and most special districts.

The **Cortese-Knox-Hertzberg Act** directs LAFCOs to achieve two main purposes:

1. Discourage sprawl.
2. Encourage orderly government.

Boundaries are important because they assign physical space and define the identities of local governments. LAFCOs have both planning and regulatory powers. LAFCOs plan by adopting and revising "spheres of influence," which are planning documents that show a city or special district's future boundary and service areas. They regulate by reviewing and acting on proposals to change boundaries. LAFCOs control nine types of boundary changes: annexations, detachments, disincorporations, dissolutions, formations, incorporations, mergers, consolidations, subsidiary districts, and reorganizations.

**Controlling boundaries means LAFCOs control the timing and location of development.**

For instance, LAFCOs regulate boundaries for the following services:

- Water, sewer, fire protection, flood control (*growth inducing* facilities and services).
- Parks, libraries, airports (*growth supporting* facilities and services).
- Hospitals, cemeteries, pest abatement (*non-growth related* facilities and services).

The power of LAFCOs to determine these lines comes from the United States Constitution. The Tenth Amendment says, "The powers not delegated to the United States by the Constitution... are reserved to the states respectively, or to the people." In other words, the federal constitution allows each state to determine how to organize its local governments.

The California Constitution requires the Legislature to "prescribe [a] uniform procedure for city formation and provide for city powers" (Article XI, §2 [a]). The Legislature has the complete authority to create, dissolve, or change the governing jurisdiction of special districts because they receive their powers only through state statutes. The Legislature prescribed this "uniform procedure" for boundary changes through a series of state laws, starting as early as 1850.

In 2000, then-Assembly Speaker Robert M. Hertzberg authored the most important LAFCO reforms since the Legislature created LAFCOs in 1963. The revisions resulting from AB 2838 are reflected in the Act's new title: "The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000." The Cortese-Knox-Hertzberg Act delegates the Legislature's boundary powers to LAFCOs.

The Legislature has the exclusive power to regulate local boundaries. This constitutional provision means that no local government has the right to change its own boundary without state approval. Further, voters can't use an initiative or referendum to vote upon a boundary change as an attempt to get around LAFCO approval.

The Legislature divided the state into counties that serve as the local administrators of state services. All of California's 58 counties, even San Francisco, have LAFCOs. For example, Santa Barbara County has the Santa Barbara LAFCO and Yuba County has the Yuba LAFCO.

LAFCOs regulate all city and most special district boundaries, including:

- Airport districts
- California water districts
- Community services districts
- County sanitation districts
- County service areas
- County water districts
- County waterworks districts
- Fire protection districts
- Harbor and port districts
- Healthcare districts
- Irrigation districts
- Library districts
- Mosquito abatement districts
- Municipal utility districts
- Municipal water districts
- Pest control districts
- Police protection districts
- Public cemetery districts
- Public utility districts
- Reclamation districts
- Recreation and park districts
- Resource conservation districts
- Sanitary districts
- Sewer districts
- Sewer maintenance districts
- Vector control districts

LAFCOs *do not* regulate boundaries for counties and the following local governments:

- Air pollution control districts
- Air quality management districts
- Bridge or highway districts
- Community college districts
- Community facilities districts (Mello-Roos districts)
- Improvement districts
- Joint power agencies
- Joint highway districts
- Metropolitan water districts
- Unified or union high school library districts
- Permanent road divisions
- Redevelopment agencies
- School districts
- Separation of grade districts
- Service zones of special districts
- Special assessment districts
- Transit or rapid transit districts

Instead of using LAFCOs, the Legislature has passed alternative procedures to create and dissolve these agencies, and to change their boundaries.

**LAFCOs are Local Agency Formation Commissions.** Although the Legislature has the constitutional power to control city and special district boundaries by itself, it prefers to have these county-level commissions regulate local boundaries because they are closer to the people. Counties have vastly different people, geography, and governing institutions. Regulating local boundaries at the local level recognizes this diversity. Therefore, the Legislature authorizes a LAFCO in each county to determine the boundaries of the cities and special districts in that county.

### **WHAT A LAFCO IS NOT**

Local governments in California are divided into five categories: counties, cities, special districts, school districts, and miscellaneous. Each category has certain powers and duties.

| <b>Entity</b>     | <b>Power</b>                                            |
|-------------------|---------------------------------------------------------|
| Counties          | Police, Corporate, Tax                                  |
| Cities            | Police, Corporate, Tax                                  |
| Special Districts | Corporate, Tax                                          |
| School Districts  | Corporate, Tax                                          |
| Miscellaneous     | Police, Corporate, or Tax depending on their functions. |

**Police powers:** ability to regulate private behavior to protect the public health, safety, or welfare.

**Corporate powers:** ability to deliver public services and programs and build public works projects.

**Tax powers:** ability to raise public revenue with taxes, assessments, or fees.

**A LAFCO is not a county agency.** The state's 58 counties are governmental entities that administer state programs and provide additional services. The governing body for every county is an elected board of supervisors, usually with five members. No county has a "Department of LAFCO" or "LAFCO agency." To contrast, Riverside County has the Department of Building and Safety, which answers to the county board of supervisors. The Department inspects buildings to make sure that they are seismically safe and that they comply with state and local building codes. Riverside LAFCO, however, does not fall under the jurisdiction of the board of supervisors, and it is not a subsidiary of the county.

**A LAFCO is not a city department or city agency.** California's 478 cities are municipal corporations that regulate and serve relatively small territories. The governing body for a city is a city council, which has five or more elected members. Although city officials sit on LAFCOs, no city or group of cities has direct authority over a LAFCO.

**A LAFCO is not a special district.** California's 3,400 special districts are government entities that provide specific services in defined locations. The governing body for a special district is a board of directors, sometimes called a board of trustees. Special districts deliver diverse services, including irrigation water, closed captioned television, and fire protection. Districts' service areas range from a single city block to a multi-county region. For example, the Metropolitan Water District of Southern California serves 16 million people in over 5,200 square miles of six counties, while County Service Area #2 in Los Angeles County serves only 25 acres. To learn more about Special Districts, the Senate Local Government Committee has another Citizen's Guide called What's So Special About Special Districts.

**A word about school districts.** California has about 1,100 school districts (including community college districts) that provide just one service: public education. Though schools share similar characteristics with special districts, they differ in that the state government has a long history of ensuring public education at a state-wide level. Further, the state government primarily finances schools, whereas special districts receive their primary funding from taxes, fees, and assessments. LAFCOs do not regulate boundaries for school districts.

**Other miscellaneous local governments that may sound familiar include:**

- Joint powers authorities (JPAs) are formed by any two or more governmental entities (federal, state, or local) to provide a common service. Many are financing tools that let governmental agencies pool their scarce resources. Some run programs jointly. Councils of government (COGs) are JPAs.
- Special financing districts, such as Mello-Roos Act community facilities districts and benefit assessment districts, raise revenue from specific areas. Counties, cities, special districts, and schools districts use these financing districts to pay for public works and some public services.
- Redevelopment agencies are state agencies run by cities and counties to eliminate blight by promoting affordable housing and economic development.
- Regional agencies and state commissions that focus on a defined public topic in a specific regional area. Examples include air quality management districts and the California Coastal Commission.
- LAFCOs are not any of these.

LAFCOs fall into this category of ***miscellaneous*** local governments because they don't fit anywhere else. They have a specific purpose to regulate boundaries, but they are *not* counties, cities, or special districts.

### **POWERS OF LAFCOs**

LAFCOs have both **regulatory** and **planning** powers. They do not have corporate powers.

- LAFCOs use their regulatory powers to control city and special district boundaries.
- LAFCOs use their planning powers to influence land use.

**State law forbids LAFCOs from making direct land use decisions.** They cannot regulate the use of land, property development, or subdivisions design. For instance, Mendocino LAFCO cannot force the Mendocino County Board of Supervisors to zone land in the unincorporated Anderson Valley for agricultural use nor can the LAFCO overturn a subdivision decision made by the Fort Bragg city council.

**State law, however, requires LAFCOs to make indirect land use decisions.** When LAFCOs approve or deny proposed boundary changes, they influence land use. In other words, LAFCOs control the timing and location of land use because they control the boundaries of those local governments that make land use decisions and provide services for development. For example, if Tulare LAFCO approves the annexation of farmland to Lemon Cove Sanitary District, it indirectly promotes the conversion of agricultural land to urban uses by giving the landowner access to a public sewer service that is necessary for development.

LAFCOs engage in indirect land use decisions by controlling access to three types of public facilities and services:

1. **Growth inducing.** Growth inducing land use decisions provide infrastructure and services are essential to suburban and urban development: sewers, domestic water, structural fire protection, and flood control facilities. Without these growth inducing services and facilities, urban and suburban development is not feasible. By controlling where and when these services and facilities are available, LAFCOs influence development patterns.
2. **Growth supporting.** Growth supporting facilities and services affect the quality of life in developed areas. Where growth inducing decisions help and uninhabited area to develop, growth supporting decisions make development more attractive. Parks, libraries, harbors, and airports are a few of these nice amenities that improve the quality of life in developed areas. LAFCOs oversee the boundaries of cities and special districts that provide these growth supporting services.
3. **Non-growth related.** Non-growth related facilities and services do not influence patterns of suburban, urban, and rural growth. Hospital, mosquito abatement, and public cemetery districts all fall under this category. Again, LAFCO has the ability to regulate the boundary lines of cities and special districts that operate these facilities.

LAFCOs' planning activities include adopting and revising planning documents called **spheres of influence** for every city and for those special districts under the commissions' jurisdiction.

***What's a Sphere of Influence?***

A Sphere of Influence designates an agency's probable future physical boundary and service area. It is territory that a city or special district will annex in the future. It's also the area where the local government will build facilities and deliver services sometime in the future. A sphere of influence is often bigger than a local government's current jurisdiction.

LAFCOs must consider these factors when determining spheres of influence:

- Present and planned land uses.
- Present and probable need for public facilities and services.
- Present and probable future capacity of public facilities and services.
- Existence of any social or economic communities of interest, if relevant.

LAFCOs may recommend boundary changes based on spheres of influence. Any person or local government may also request an amendment to a sphere of influence. The request reserves a chance to be heard at a public hearing, and the commissioners have the final vote on whether or not to amend the sphere of influence.

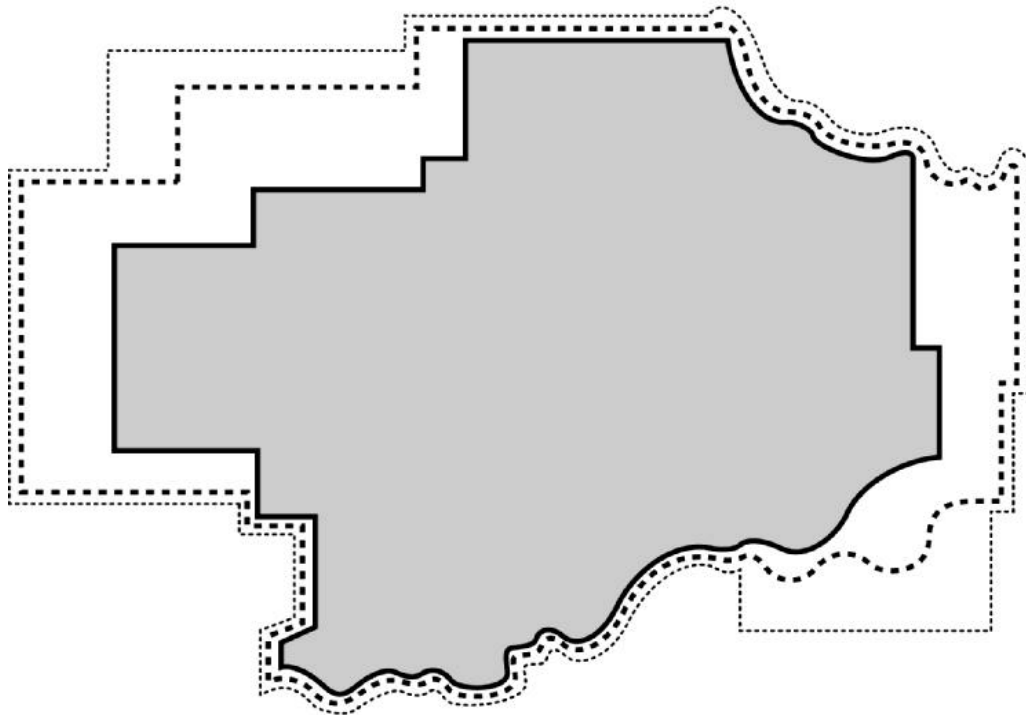
Whenever LAFCOs review boundary changes for cities or special districts, the commissioners consider whether the boundary changes (and the proposed land use decisions that would result from the change) are consistent with the local governments' spheres of influence. Moreover, LAFCOs can recommend and suggest conditional additional boundary changes, based upon the spheres of influence.

Before a commission revises cities and special districts' sphere of influence, a municipal service review (MSR) is prepared. In conducting an MSR, LAFCOs must review all of the agencies that provide the public services within the study area.

The Hertzberg bill required LAFCOs to revise the *spheres of influence* every five years. Logically, LAFCOs must also revise the MSRs every five years – some time before revising a *sphere of influence*.

A diagram showing the relationship between a city's existing boundary and its sphere of influence appears on page 9.

## Theoretical Relationship Between a City's Planning Area and Sphere of Influence



### **Current City Limits:**

Encompasses incorporated territory where land use is controlled by the city.



### **City's Sphere of Influence:**

Adopted by the LAFCO, encompasses the incorporated and unincorporated territory that is the city's ultimate service area.



### **City's Planning Area:**

Encompasses incorporated and unincorporated territory bearing a relation to the city's planning. Where desirable, the planning area may extend beyond the sphere of influence.

### **THE REASONS FOR BOUNDARIES**

Why should LAFCOs regulate boundaries in the first place?

Boundary lines have importance because they:

- Assign physical space.
- Designate land use authority.
- Define taxing powers.
- Establish corporate powers.

**LAFCOs assign *physical space* to local governments and thereby define a city's or special district's identity.**

For example, the City of Redding lies along the Sacramento River and the foothills of the Coastal and the Cascade Ranges surround the city. The eastern side of the city is relatively flat while the western edge has hills as tall as 1,200 feet and ravines as deep as 200 feet. Redding's geography and physical space play a role in policy decisions that its city council must make.

***Land use in California is mutually exclusive.***

That's legalese for "what's my turf is on my turf, and what's on your turf is your turf." Mutual exclusivity explains why the Redding City Council can approve a new subdivision in its jurisdiction but not in the unincorporated territory of Shasta County.

**Boundaries define which local governments have *taxing powers* over a certain area.**

For example, the City of Sausalito is located in the County of Marin. Both the city and the county charge a 10% transient occupancy tax, commonly known as a "hotel tax." If a tourist stays at a hotel in Sausalito, the City receives the revenue from the tax. If, however, someone stays at a hotel in the unincorporated part of Marin County, the County gets the tax revenue. These "site-specific taxes" are known as *situs* taxes because local governments impose and collect them within their defined boundaries.

**Boundary lines decide which local governments have *corporate powers*, or the authority to "do things," in a certain area.**

For example, the Richvale Irrigation District (Butte County) has the corporate power to build and maintain water facilities for agricultural irrigation. The District, however, cannot provide water to farmers outside its jurisdiction.

## **TYPES OF BOUNDARY CHANGES**

Sometimes, local officials want to change their boundaries so they can serve additional areas, gain taxing powers, or encourage new development. Before a boundary change can occur, a person, group, or local government must submit a proposal to LAFCO. The Cortese-Knox-Hertzberg Act calls a single boundary change in one proposal a ***change of organization***. State law defines all nine changes of organization.

### **1. Annexation**

An annexation occurs when a city or district *attaches* additional territory to its boundary.

The City of Laguna Hills (Orange County) annexed territory because the property owners benefited from an increase in municipal services while the City gained more revenues through situs-based taxes.

### **2. Detachment**

A detachment happens when territory *leaves* a city or district. If property owners become dissatisfied with their current provider of services, they may wish to separate themselves from their local government.

In 2002, the proposed detachments of the San Fernando Valley and Hollywood from the City of Los Angeles failed when the ballot measures didn't get enough votes. Detachments of inhabited areas from cities are pretty rare.

### **3. Incorporation**

Incorporation means the *formation* of a new city. Most cities incorporate for two reasons: to control land use decisions and to receive local revenue. At least 500 people must live in the area to be incorporated.

Some of California's oldest cities existed before the state joined the union; San Diego was founded in 1769. Others incorporated as recently as 2002, such as Rancho Cordova in Sacramento County. Today the state has 478 incorporated cities, and 90% of all Californians live in cities.

### **4. Disincorporation**

Disincorporation *terminates* a city's official existence. This rarely occurs because people generally identify with their cities and prefer keeping land use decisions at the local level.

The last disincorporation was the City of Cabazon in Riverside County in the early 1970s.

### **5. Formation**

Formation of a special district is analogous to a *city incorporation*. Special districts come into existence because people want a specific service and decide that a special district would be the most effective provider.

In 1887, a group of farmers in Stanislaus County formed the state's first special district, the Turlock Irrigation District, to meet their agricultural needs. The number of special districts increased dramatically over the last 115 years because of population growth and service demands.

### **Dissolution**

The dissolution of a special district parallels the *disincorporation of a city*. A district gets the axe and no longer has corporate powers.

The Fallbrook Sanitary District used to provide sewer services in San Diego County. When the District dissolved in 1994, the Fallbrook Public Utilities District took over the former District's services.

### **7. Consolidation**

A consolidation occurs either when two or more cities join together into a single city, or when two or more special districts of the same type unite into a single district. A consolidation may not occur with two districts formed under different principal acts.

The Fire Protection District Law of 1987 is the principal act for most fire districts. Because the Freedom Fire Protection District and the Salspuedes Fire Protection District (Santa Cruz County) share the same principal act, they could consolidate. Although the Ventura Fire Protection District and the Simi Valley Cemetery District are both in Ventura County, Ventura LAFCO can't approve a consolidation of these districts because they have different principal acts. The last cities to consolidate were Alviso and San Jose in the early 1970s.

### **8. Merger**

A merger happens when a special district loses its autonomy and a city takes over its service operations. A city may establish a separate department to maintain the former special district's services, or the district's services may be absorbed into a current agency or department.

The Encinitas Fire Protection District (San Diego County) merged with the City of Encinitas in 1995. The District disappeared and the City now runs its own fire department.

### **9. Subsidiary District**

Cities can also establish subsidiary districts, where the city council serves as the district's board of directors. The city council becomes the *ex officio* board of directors. Although the subsidiary district has the same governing body as the city, the district remains a separate governmental entity with its own corporate powers.

The Oceanside Small Craft Harbor District is a subsidiary district of the City of Oceanside (San Diego County). The members of the Oceanside City Council serve as the District's board of directors.

Merging a district into a city occurs only when the district's territory is entirely within city limits. A city can establish a subsidiary district if at least 70% of the district's territory is within the city's limits.

#### **A final note:**

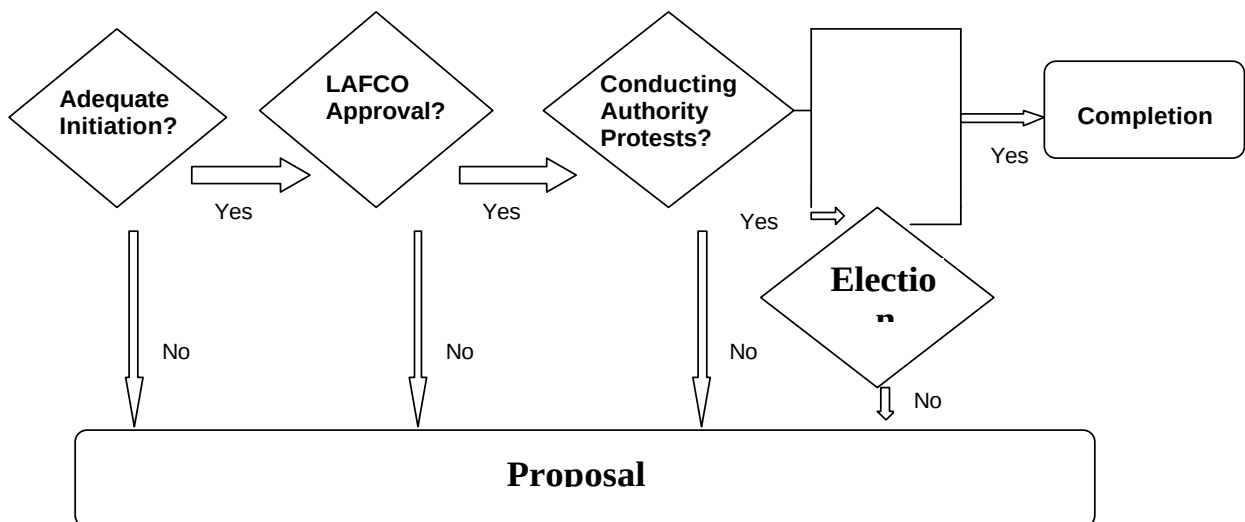
Combining two or more boundary changes in one proposal is a **reorganization**. If the City of Bishop (Inyo County) wanted to annex an acre of unincorporated land, and simultaneously detaches that acre from the fire district and the flood control district, the Inyo LAFCO would collect all three boundary changes into a single reorganization. In other words, a reorganization is merely a way to package several related changes of organization into a single proceeding.

### PROCEDURES OF LAFCO

Every change of organization or reorganization requires four, sometimes five, steps:

- Initiation
- LAFCO Review
- Conducting Authority Actions
- Possible Election
- Completion

#### Simple LAFCO Procedure



### **Initiation**

Initiation begins the process for a change of organization or reorganization. An initiation may begin in one of three ways: *by petition, by resolution, or by LAFCO.*

#### **Initiation by petition:**

Occurs when either registered voters or landowners in the affected territory request a boundary change. Usually registered voters sign a petition circulated in an inhabited area while landowners do so in uninhabited areas. However, for landowner-voter special districts only landowners sign the petitions, even if the area is inhabited.

Before a LAFCO reviews any proposal, anywhere from 5% to 25% of the affected voters or landowners, depending upon the type of boundary change, must sign a petition. For example, a city annexation requires at least 5% of the registered voters who live within the annexation area to sign the petition, and an incorporation needs at least 25% of the voters within the proposed incorporated area to sign a petition.

Petitioners for a reorganization must get the required number of signatures to satisfy all voter requirements. For example, a petition for a reorganization that involve both a district annexation (5%) and a city incorporation (25%) requires signatures from both affected areas. In practical terms, the higher minimum requirement, or 25%, applies.

#### **Initiation by resolution:**

Occurs when the governing body of an affected local agency proposes a change of organization or reorganization. Any city or special district that overlaps the affected territory is an affected local agency. A county is always an affected agency because its boundaries include all of the cities and special districts in that county. Therefore, the county board of supervisors can initiate any boundary change in its county.

#### **Initiation by LAFCO:**

May occur for special district consolidations, dissolutions, mergers, subsidiary districts, or related reorganizations. LAFCOs can't initiate district annexations or detachments, and can't initiate any city boundary changes. Originally, LAFCOs had only a reactive role regarding boundary changes because the commissions acted on proposals submitted by other agencies or voters. During the recession in the early 1990s, however, the Legislature decided that reducing the number of special districts could save scarce revenues. Few LAFCOs have used this power.

### **LAFCO Review**

Once a group of voters, an affected local agency, or LAFCO submits a proposal, the commission reviews it. LAFCO review has three stages: *staff report and recommendation, a public hearing, and a final decision.*

### **Staff Report:**

Every LAFCO has an executive officer (chief staff person) who prepares reports and recommendations for the commissioners. LAFCOs support their own executive officer; most LAFCOs appoint their own staff, but some contract with their county governments for these staff services.

Before LAFCO can consider a proposal, its staff must determine two things:

- If initiated by petition, whether the proposal obtained the required number of signatures.
- If the affected local governments have agreed to an exchange of property taxes.

When LAFCO reviews a proposed city incorporation, it must look at the fiscal effect on the county government. Under the state's *situs* laws, a newly incorporated city receives local taxes instead of the county (including property taxes, transient occupancy taxes, and others). If LAFCO determines that an incorporation is *revenue neutral*, meaning a county would not substantially suffer from revenue losses, the incorporation may proceed. If LAFCO determines an incorporation would substantially cut a county's tax base, LAFCO must deny the proposal and the city cannot incorporate. However, LAFCO can approve a city incorporation if it imposes terms and conditions that achieve revenue neutrality.

The California Environmental Quality Act (CEQA) requires LAFCOs to review the environmental effects of proposed boundary changes. Depending upon the change of organization, LAFCO might require an environmental impact report (EIR).

Within 30 days of receiving of a proposal, LAFCO staff decides that an application is either:

- Not complete, and sends the proposal back to the proponents.
- Complete, and issues a certificate of filing, and set a LAFCO hearing within 90 days.

Before the LAFCO hearing, the executive officer prepares a written report and recommendation for the commission. The report goes to all LAFCO commissioners, all affected local agencies, and other persons named in the application to receive a report. LAFCO's staff must give public notice at least 15 days before a public hearing.

### **Public Hearing:**

At the public hearing, the LAFCO commissioners listen to testimony and debate the proposed boundary change. The LAFCO can approve or deny the application. If LAFCO approves, it can attach *terms and conditions*. Terms and conditions spell out the boundary changes, details, such as property tax transfers, water use priorities, and other necessary details. Terms and conditions cannot directly regulate land use, property development, or subdivision requirements, but they can indirectly regulate land use, as explained on pages 7 and 8.

LAFCO doesn't need to hold a public hearing for annexations, detachments, or reorganizations consisting of annexations and detachments if all of the affected landowners consent to the boundary change.

**Final Decision:**

The commission must make its final decision within 35 days of the hearing's conclusion. The commissioners have three choices:

- Approve the proposal.
- Approve the proposal with conditions.
- Deny the proposal.

If LAFCO denies a proposal, it fails and all proceedings cease. If LAFCO approves a proposal or approves with conditions, the commission adopts a resolution that spells out the terms and conditions for the boundary change. The proposal moves to the next stage, a hearing by the conducting authority to measure protests.

**Conducting Authority Actions**

Once LAFCO approves a boundary change, it acts as the conducting authority and holds another public hearing to measure protests. LAFCO can either hold this hearing or allow its executive officer to run the hearing.

LAFCO can waive this additional public hearing if all three conditions are met:

- The affected territory is uninhabited.
- All of the landowners in the affected territory give their written consent.
- All affected local agencies give their written consent.

At the conducting authority's public hearing, any registered voter or landowner within the affected territory can protest the proposed boundary change. When the hearing ends, the conducting authority counts the protests and adopts a formal resolution that does one of the following:

- Orders the boundary change without an election.
- Orders the boundary change, subject to voter approval.
- Stops the boundary change because of the protests.

The number of protests determines whether or not the boundary change requires voter approval. The level of protest required for an election follows the "0-25-50% rule."

- If less than 25% of the registered voters or landowners protest, the conducting authority orders the boundary change without an election.
- If the protests are between 25% and 50%, the conducting authority must approve the boundary change, but the proposal must also go to an election for voter approval.
- If 50% or more of the registered voters or landowners protest, the conducting authority must terminate the boundary change and the proposal fails.

### **Possible Election**

Although the courts say that there is no constitutional right to vote on local boundary changes, state law requires an election in some cases. City incorporations, disincorporations, and consolidations always require voter approval. Annexations, detachments, district consolidations, dissolutions, mergers, and subsidiary districts may require elections, if enough voters protest at the conducting authority's public hearing. District formations may require an election depending on the district's principal act. A vote to confirm a boundary change may occur at a primary, general, or special election.

If there was enough protest, the conducting authority calls for an election and the voters decide the fate of a proposed boundary change. If a majority (50% or more) of voters approve, the proposal passes and the boundary change occurs. If less than a majority (less than 50%) of voters confirm, the proposal fails and no boundary change occurs. Only voters in the affected territory vote. For a proposed city annexation, only the registered voters in the area proposed to be annexed to the city can vote. If a proposal is a reorganization that affects several local agencies, the registered voters in each of the affected areas participate.

### **Completion**

Completion of a boundary change happens only if LAFCO, the conducting authority, and, if necessary, the voters, approve. Most of the completion process involves paperwork. The executive officer makes sure that the conducting authority's resolution complies with LAFCO's resolution. If it is in compliance, the executive officer issues a certificate of completion, which the County Recorder then files. The affected local agencies recognize completion of the jurisdictional changes, which includes property and sales tax transfers, police and fire protection responsibilities, planning and inspection controls, and other terms and conditions.

For any change of organization or reorganization to occur, four, or sometimes, five steps must occur:

- Initiation
- LAFCO Review
- Conducting Authority Actions
- Possible Election
- Completion

Several LAFCOs offer guidebooks that contain useful information about local practices and additional requirements. LAFCOs are required to post their policies, procedures, and forms on Internet websites. One way to find a specific LAFCO's website is to search the website maintained by the California Association of LAFCOs at [www.calafco.org](http://www.calafco.org).

### **WHO SERVES ON LAFCOs?**

Because LAFCOs control local boundaries, they indirectly influence the state's political and the physical landscape. Yet, very few Californians actually know who governs LAFCOs. Fortunately, the membership of most LAFCOs is easy to understand.

#### **Standard Membership**

LAFCO members are called *commissioners*. LAFCO commissioners are not directly elected to serve on these commissions, but most of them are locally elected officials. When the Legislature created LAFCOs in the 1960s, the standard membership was five commissioners: two county supervisors, two city council members or mayors, and one public member. In the 1970s, state law made it possible for LAFCOs to expand this membership by adding two representatives of independent special districts. Now, about half of the LAFCOs have commissioners representing special districts.

Each county's board of supervisors appoints two of its members to serve on LAFCO. The county supervisors also select a third supervisor as an alternate.

In counties with two or more cities, there is a "city selection committee" composed of the cities' mayors. The city selection committee appoints two elected city officials (city council members or mayors) and one alternate to serve on LAFCO.

In 28 counties, the LAFCOs also have special district members. An "independent special district selection committee" composed of the presiding officers of each independent district appoints two district board members and one alternative to serve on LAFCOs.

The four (or six) appointed LAFCO commissioners choose the fifth (or seventh) commissioner, a public member, and one alternate. Professors, civic activists, and former elected officials often serve as public members on LAFCOs.

#### **Special Membership**

Rules always have exceptions. Some LAFCOs have special membership formulas. Three counties, Alpine, Mariposa, and Trinity have no incorporated cities, so their LAFCOs consist of three county supervisors and two public members. The three supervisors appoint the other two commissioners and one alternate.

Some counties, such as Sierra County, have only one incorporated city. Their LAFCOs have two county supervisors, one city council member, and two public members. The three elected officials appoint the two members of the public and one alternate.

Sparsely populated counties sometimes combine these special formulas. Trinity LAFCO, for example, has seven commissioners even though Trinity County has no incorporated cities. Three commissioners come from the board of supervisors, two commissioners come from special districts, and two commissioners, appointed by the other five, come from the public at large.

### **Specified Membership**

Of course, exceptions also have exceptions. For reasons relating to local politics, geography, and population, some LAFCOs have unique membership formulas. For example:

*Santa Clara* LAFCO has five members, with one of the city seats reserved for the City of San José. *Sacramento* LAFCO has seven commissioners, with one of the city seats reserved for the City of Sacramento. *San Diego* LAFCO has eight members, with an extra city seat for the City of San Diego. *Los Angeles* LAFCO has nine commissioners, with an extra city seat for the City of Los Angeles and an extra public member from the San Fernando Valley.

Most LAFCOs have five or seven commissioners. Most commissioners are locally elected officials, who are appointed to serve on LAFCO.

- Two LAFCO commissioners come from a county's board of supervisors.
- Two LAFCO members are mayors or council members of cities within the county.
- In about half of the LAFCOs, two commissioners come from the independent special districts in the county.
- One member comes from the public at large.

LAFCO membership changes. The best way to find out the composition of your LAFCO is to call the commission's executive officer. Or, check the CALAFCO website.

### **WHO PAYS FOR LAFCOs?**

Until 2000, state law required the county governments to pay for LAFCOs. Based on the recommendations of the Commission on Local Governance for the 21<sup>st</sup> Century, the Legislature required cities and independent special districts to share the counties' fiscal burden. Each sector (county, city, district) pays one-third of a LAFCO's budget. Where there is no independent special district representation on the LAFCO, the county and cities split the funding; fifty-fifty. Statutory formulas allocate the cities' share among the cities and the independent special districts' share among the districts. Local officials can negotiate alternative formulas.

State law allows a LAFCO to charge **fees** to recover its costs of reviewing boundary changes. Most LAFCOs require the proponents to pay these fees when they apply for the boundary change, regardless if the applicants are voters, property owners, or local agencies.

Fees vary depending upon the change of organization involved and the size of the affected area, but they can't exceed the reasonable cost of providing the service. For example, the Orange County LAFCO charges \$1,150 for a simple, small annexation, but \$7,900 for annexations of 100 acres or more.

- LAFCOs can charge fees.
- Fees can't exceed the reasonable cost of the service.

To find out what your LAFCO charges, contact the executive officer or check the website.

### THE HISTORY OF LAFCOs

California's population exploded during and after World War II. With the increased number of people, an increased demand for government services naturally followed. Unfortunately, the rapid growth led to poorly planned or hastily formed cities and special districts. Agricultural land quickly converted to urban use without proper research and review. The poor planning resulted in inefficient and expensive systems for delivering public services by too many small units of local government.

In 1959, Governor Edmund G. "Pat" Brown appointed the Commission on Metropolitan Area Problems. The Governor's commission studied the complexities of local government boundaries and recommended ways to solve the misuse of land resources. In 1963, the Legislature translated the commission's recommendations into the Knox-Nisbet Act, creating LAFCOs.

Three laws previously governed cities and special districts boundaries:

- ***The Knox-Nisbet Act of 1963***, which established LAFCOs with regulatory authority over local agency boundary changes.
- ***The District Reorganization Act of 1965 (DRA)***, which combined separate laws governing special district boundaries into a single law.
- ***The Municipal Organization Act of 1977 (MORGA)***, which consolidated various laws on city incorporation and annexation into one law.

Acknowledging that the three acts were not always consistent, the Legislature repealed them and enacted the ***Cortese-Knox Local Government Reorganization Act of 1985*** in their place. The Cortese-Knox Act brought the state's boundary laws for cities and districts together in a single, unified statute.

In 1997, the Legislature set up the Commission on Local Governance for the 21<sup>st</sup> Century. The legislation directed the Commission to review current statutes, and recommend revisions to the laws that govern city, county, and special district boundary changes. In 2000, the Commission released its recommendations in a report entitled Growth Within Bounds.

The Legislature responded to Growth Within Bounds by passing the most important boundary reform bill since creating LAFCOs. Authored by Assembly Speaker Robert M. Hertzberg, AB 2838 (2000) incorporated many of the Commission's recommendations. A summary of the key changes appears in Appendix A on pages 28 and 29.

### **LAFCOs AND THE COURTS**

Because LAFCOs are the Legislature's agents with control over local boundaries, overturning a LAFCO's decision is not easy. There is no statewide boundary commission or appeals board. The main way to challenge a LAFCO decision is through the courts.

Before filing a lawsuit, however, any person or affected agency can ask a LAFCO to reconsider its boundary change decision. The commission hears the reconsideration request at a public meeting, and then decides to approve or deny the appeal. If LAFCO denies the appeal, the decision stands and the conducting authority's actions begin. If LAFCO approves the appeal, the commissions' new decision supersedes the old one. The new decision can completely terminate the proposed boundary change. Once LAFCO decides, there is no second appeal to the commission. A person or an agency then needs to go to the courts.

Property owners, voters, and public agencies can sue LAFCOs if they think the commissioners have violated state law. Some lawsuits have challenged the way that LAFCOs have followed the statutory procedures. Other suits challenged LAFCOs' compliance with the California Environmental Quality Act (CEQA). Another way to attack a boundary change is through a "validation action," which asks a judge to rule on the validity of an annexation or other boundary change. In unusual cases, the California Attorney General can file a "quo warranto" lawsuit. Overruling a LAFCO decision in court is rarely easy.

The complex legal terms involved with court review can be confusing. The main thing to remember is that LAFCO decisions are very difficult to overrule because the courts often defer to a LAFCO because it's the Legislature's creation. The courts do not consider benefits, pitfalls, or alternatives (evidence) to a particular boundary change when someone sues a LAFCO.

## COMMON QUESTIONS ABOUT LAFCOs

### **1. What's a LAFCO?**

LAFCOs are independent regulatory commissions that receive their powers directly from the California Legislature. LAFCOs regulate the boundaries of cities and most special districts. LAFCOs oversee local boundaries on behalf of the state government because they are closer to the people and because they are more efficient than having multiple local agencies controlling their own boundaries.

### **2. What do LAFCOs do?**

They regulate and they plan.

#### *Regulate.*

LAFCOs are the Legislature's "watchdogs" over boundary changes to encourage and provide well-ordered urban development. Whenever there's a proposal for a change of organization or reorganization (see "TYPES OF BOUNDARY CHANGES," page 11), LAFCO must review the proposal. The commission holds a public hearing and either approves or denies the proposal. LAFCO may attach additional terms and conditions. If LAFCO approves a proposal, there is another public hearing to measure protests and a possible election (see "PROCEDURES OF LAFCOs," page 13).

#### *Plan.*

LAFCOs adopt "spheres of influence" for cities and special districts, identifying those local agencies' future service areas and boundaries. Before LAFCOs adopt these spheres of influences they conduct "municipal service reviews." LAFCOs' regulatory decisions on boundary changes must be consistent with the adopted spheres of influence.

### **3. What's a "sphere of influence?"**

A sphere of influence is a planning document adopted by LAFCO that shows a city or special district's future boundary and service area (see "POWERS OF LAFCOs," page 7). In effect, a sphere of influence tells landowners, residents, and public officials where the LAFCO thinks a city or district will annex in the future. All boundary changes must be consistent with spheres of influence.

### **4. What's a "municipal service review?"**

A municipal service review (MSR) is a LAFCO study prepared before a commission revises cities and special districts' sphere of influence. In conducting an MSR, LAFCOs must review all of the agencies that provide the public services within the study area.

The Hertzberg bill required LAFCOs to revise the *spheres of influence* every five years. Logically, LAFCOs must also revise the MSRs every five years --- some time before revising a *sphere of influence*.

The website [www.opr.ca.gov](http://www.opr.ca.gov) contains the Office of Planning and Research's (OPR) advisory "Service Review Guidelines."

#### **5. Why are boundary changes important?**

Boundaries assign physical space and define the identities of local governments. For example, community leaders proposed to incorporate the City of Rancho Cordova (Sacramento County) partially because the new city limits help to define the community's identity.

Boundaries also determine which local government can tax an area. If a city's boundaries change by annexing more territory, the city's sales tax applies to the stores in that area.

Local governments have corporate powers, or the powers to "do stuff," within their defined boundaries. Local residents may ask LAFCO to annex their neighborhood to a mosquito abatement district so the district's programs can protect them from the West Nile virus (see "THE REASONS FOR BOUNDARIES," page 9).

#### **6. Who controls the local boundaries that LAFCO doesn't?**

The state government has the ultimate control over the boundaries of all local governments and regional agencies. The Legislature has delegated to LAFCOs its power over city and district boundaries. For counties, however, the rules are different. County boards of supervisors can adjust their boundaries by agreeing to minor boundary changes. Forming a new county is more complicated because it involves a special County Boundary Review Commission appointed by the Governor.

For school districts, there is a committee on school district organization in every county that regulates their dividing lines.

State law allows counties, cities, school districts, and special districts to form their own internal financing district boundaries, such as Mello-Roos Act districts and benefit assessment districts.

Regional governments and commissions are established by statute to respond to a defined public policy interest. The Legislature creates these governments and can dissolve them or alter their boundaries.

#### **7. Who runs LAFCOs?**

The Cortese-Knox-Hertzberg Act spells out LAFCO's membership. The standard membership for a LAFCO is two county supervisors, two city council members, and one public member. Half of the LAFCOs have two special district commissioners. Every LAFCO has an executive officer who prepares reports for the commissioners. To find out who serves on your LAFCO and who does the staff work, contact your commission.

#### **8. Can I be on a LAFCO?**

Yes, in several ways. Any registered voter may run for county supervisor and city residents may run for the city council. Special districts also have elected governing boards. These local officials sit on LAFCO. If you don't wish to run for elected office, every LAFCO has at least one public member chosen by the other members. The commissioners probably won't pick a name out of a hat, so your best bet is to be politically involved in local affairs.

#### **9. What if I don't like a proposed boundary change? Can I protest or appeal?**

When voters, landowners, or some local government proposes a boundary change, LAFCO conducts an open and public hearing. If LAFCO approves the proposal, there is another public hearing to measure protests. You can oppose the proposal at both hearings. Some boundary changes require elections while others don't need voter confirmation unless there is a lot of protest (see "PROCEDURES OF LAFCOs," page 12). If LAFCO approves a boundary change, you can ask LAFCO to reconsider its decision (see "LAFCOs AND THE COURTS," page 24).

If there's an election on the boundary change, you can campaign and vote against the ballot measure. If there's no election or if the measure passes, it is possible to sue and challenge the boundary change in court (see "LAFCOs AND THE COURTS," page 24). To find out the details for filing a lawsuit, you will probably want to consult an experienced attorney.

#### **10. Does CEQA affect LAFCO?**

Yes. Though LAFCOs do not directly regulate land use, their decisions strongly influence land use. As a result, city annexations, certain detachments, and revisions to a local agency's sphere of influence are all subject to environmental review under the California Environmental Quality Act (CEQA).

#### **11. Where can I get a copy of the Cortese-Knox-Hertzberg Act?**

The Cortese-Knox-Hertzberg Local Government Reorganization Act starts with Section 56000 of the California Government Code. You can get the code at your county law library or over the internet at [www.sen.ca.gov](http://www.sen.ca.gov) under "Legislation." The California Assembly Local Government Committee publishes the Guide to Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. A copy costs about \$10 and you can order one from Assembly Publications by calling (916) 319-3997.

#### **12. What did the Hertzberg bill do?**

Assembly Bill 2838 (Hertzberg, 2000) was the most important LAFCO reform bill in 40 years. The Hertzberg bill amended the statutes that give LAFCOs power over the boundaries of cities and special districts. Once known as the Cortese-Knox Act, the statute is now the "Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000." For a review of the bill's key changes, see Appendix A on pages 28 and 29.

**13. Where can I get more information about LAFCOs?**

The best place to start is with your LAFCO's executive officer or staff. You can usually find LAFCO's number in the government pages of your telephone book. The commissions' office is generally in the county civic center or in close proximity, and most LAFCOs have a public hearing at least once a month. Another place to get good information is from the California Association of Local Agency Formation Commissions (CALAFCO). The directory on CALAFCO's website lists the names and phone numbers of the commission's executive officers: [www.calafco.org](http://www.calafco.org)

**IT'S TIME TO DRAW THE LINE**

A Citizen's Guide to LAFCOs

California's Local Agency Formation Commissions in California

**APPENDICES**

### Appendix A

#### **Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 AB 2838 (Hertzberg, 2000)**

AB 2838 contained the most important revisions to the state's law for local boundaries in 40 years. Here are the 10 most significant changes in AB 2838:

1. **Written Policies.** The Growth Within Bounds report recommended that legislators enact new statutory priorities to give more direction to LAFCOs. AB 2838 enacted more explicit statewide policies to guide LAFCOs (Government Code §56001). LAFCOs had until January 1, 2002 to adopt written policies and procedures to implement those statutory policies (Government Code §56300 [a]). Because many LAFCOs had already adopted written policies before the Hertzberg bill passed in 2000, some of them did not need to adopt new policies. Some LAFCOs with older policies decided to revise their written statements in light of AB 2838.
2. **Special District Representation.** When the Legislature created LAFCOs in 1963, the standard membership consisted of five members: two county supervisors, two city councilmembers or mayors, and one public member. In the early 1970s, the Legislature made it possible for LAFCOs to expand their membership by adding two representatives of independent special districts. The Commission on Local Governance for the 21<sup>st</sup> Century recommended that special districts have an automatic option to add representatives. AB 2838 made it easier for special districts to gain LAFCO representation (Government Code §56332.5).
3. **Contribution Disclosure.** When the Commission on Local Governance for the 21<sup>st</sup> Century learned that proponents of the San Fernando Valley secession attempt did not have to disclose the identity of their financial backers, it recommended that the Legislature require proponents to report campaign contributions. Instead, AB 2838 required each LAFCO to hold a public hearing to discuss the adoption of rules for the disclosure of contributions. LAFCOs with active boundary change proposals had until March 31, 2001, to hold their public hearings; the other LAFCOs had to hold their hearings within 90 days of receiving a proposal (Government Code §56100.1 and §56300 [b]).
4. **Lobbying Disclosure.** The Commission's Growth Within Bounds report also recommended that LAFCOs should follow uniform regulations regarding the disclosure of lobbying activities, similar to the regulations that apply to state appointed boards. AB 2838 authorized – but did not require – LAFCOs to adopt local lobbying disclosure and reporting requirements. LAFCOs with active boundary change proposals had until March 31, 2001, to hold their public hearings; the other LAFCOs had to hold their hearings within 90 days of receiving a proposal (Government Code §56300 [c]).
5. **Independent Executive Officer.** Before AB 2838, state law allowed each LAFCO to appoint its own Executive Officer. If LAFCO did not appoint an independent Executive

Officer, the former state law required the county administrator or county clerk to serve as the LAFCO Executive Officer. In Growth Within Bounds the Commission on Local Governance for the 21<sup>st</sup> Century declared that independent staffing would “allay any perceived bias.” AB 2838 required each LAFCO to appoint its own Executive Officer (Government Code §56384 [a]). A LAFCO may appoint a county official to serve as its Executive Officer.

6. **Independent Legal Counsel.** Before AB 2838, state law allowed each LAFCO to appoint its own legal counsel. If the LAFCO did not appoint its own legal counsel, the former state law required the County Counsel to act as the LAFCO’s legal counsel. In Growth Within Bounds the Commission on Local Governance for the 21<sup>st</sup> Century declared that independent staffing would “allay any perceived bias.” AB 2838 required each LAFCO to appoint its own legal counsel (Government Code §56384 [b]). A LAFCO may appoint the County Counsel to serve as its legal counsel.
7. **Spheres of Influence.** For more than 30 years, state law required LAFCOs to adopt a *sphere of influence* for each city and special district in its county. A sphere of influence designates the city or district’s future service area and boundaries. LAFCOs’ boundary decisions must be consistent with the adopted spheres of influence. The Commission on Local Governance for the 21<sup>st</sup> Century noted that while the law required LAFCOs to periodically review and update their spheres of influence, there was no specific statutory schedule for these revisions. AB 2838 requires LAFCOs to update the spheres of influence for all cities and special districts every five years. The first deadline is January 1, 2006 (Government Code §56425 [f]).
8. **Municipal Service Reviews.** The Growth Within Bounds report also recommended that LAFCOs undertake periodic service reviews as they prepare to adopt and amend their spheres of influence. AB 2838 required LAFCOs to conduct service reviews of the municipal services provided by cities and special districts (Government Code §56430).
9. **Sharing LAFCOs’ Budgets.** Until AB 2838, state law required the county governments to finance LAFCOs’ budgets. Based on the recommendations of the Commission on Local Governance in the 21<sup>st</sup> Century, AB 2838 required cities and independent special districts to share this fiscal burden with the county governments. Under the standard statutory formula, each sector (county, city, district) pays one-third; where there is no independent special district representation on LAFCO, the county and the cities split the funding. Statutory formulas allocate the cities’ share among the cities and the independent special districts’ share among the districts. Local officials can negotiate alternative formulas (Government Code §56381).
10. **Processing Fees.** Even before AB 2838, state law allowed a LAFCO to charge processing fees to recover its costs. AB 2838 clarified a LAFCO’s ability to charge fees to offset the costs of appointing its own Executive Officer and legal counsel (Government Code §56383 and §56384).

## **Appendix B: Web Resources on LAFCOs**

The World Wide Web delivers a lot of information if you know where to look. Here are some useful websites if you want to learn more about LAFCOs:

*California Association of Local Agency Formation Commissions*

[www.calafco.org](http://www.calafco.org)

This website contains a directory that provides contact information for CALAFCO's 58 member LAFCOs. It also has useful documents and links under "Resources."

### **California State Legislature**

[www.leginfo.ca.gov](http://www.leginfo.ca.gov)

The Legislature's official and nonpartisan website gives you free access to legislative records and a full set of state statutes, including the Cortese-Knox-Hertzberg Act

### **California Senate Local Government Committee**

[www.sen.ca.gov/locgov](http://www.sen.ca.gov/locgov)

The Committee's website contains the text of this Citizen's Guide, plus a wide variety of useful information about local governments: counties, cities, special districts, redevelopment agencies, and joint powers agencies.

### **Governor's Office of Planning and Research (OPR)**

[www.opr.ca.gov](http://www.opr.ca.gov)

The Office of Planning and Research (OPR) is a part of the Governor's Office. Among other things, it assists the Governor and the Administration in land use planning, research, and liaison with local governments.

For information on LAFCO Reform, start by locating "Publications and Forms." After clicking on this link, select "LAFCO Reform." This section is divided into the following subheadings: LAFCO Reform General Background, LAFCO Service Review Guidelines, LAFCO Incorporation Guidelines. From there, select the appropriate document you wish to view.

### References to Questions

The section entitled “Common Questions about LAFCOs” on pages 23-26 tries to anticipate many of your questions about LAFCOs. Here is a list of the references used to answer the questions.

Statutes are listed by code, followed by section. For example, “Government Code §56001” means that you can find the statute under Section 56001 of the Government Code. When reading the code, start by looking at the back of the book in the “pocket part.” The pocket part has the latest versions of the statutes, including recent amendments and deletions.

Question #1:

Government Code §56001.  
Government Code §56325.

Question #2:

Government Code §56300.  
Government Code §56426.  
Government Code §56841.  
Government Code §56843.  
Government Code §56844.  
Government Code §56852.  
Timberidge Enterprises, Inc. v. City of Santa Rosa, 86 Cal. App. 3d 873 (1978).  
City of Ceres v. City of Modesto, 274 Cal. App. 2d 545 (1969).

Question #3:

Education Code §35500.  
Government Code §23200.  
Government Code §23202.  
Government Code §23233.  
Government Code §23248.

Question #4:

Government Code §56325.  
Government Code §56384.

Question #5:

Government Code §56325.  
Government Code §56337.

Question #6:

Civil Procedure Code §860.  
Civil Procedure Code §863.  
Government Code §56840.  
Government Code §57050.

Government Code §57051.  
Government Code §57075.  
Government Code §57077.  
Government Code §57078.  
Government Code §57081.

Question #7:

Government Code §56425.  
Government Code §56428.

Question #8:

Public Resources Code §21000, et seq.  
Bozung v. Local Agency Formation Com, 13 Cal. 3d 263 (1975).  
Pistoresi v. City of Madera, 138 Cal. App. 3d 284 (1982).  
People ex rel. Younger v. Local Agency Formation Com, 81 Cal. App. 3d 464 (1978).  
Simi Valley Recreation & Park Dist. v. Local Agency Formation Com, 51 Cal. App. 3d 648 (1975).

Question #10:

Government Code §56000 et seq.

Question #11:

Government Code §56425  
Government Code §56430

Question #12:

Government Code §56076

Question #13:

[www.calafco.org](http://www.calafco.org)

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Senate Local Government Committee. LAFCO Spheres of Influence After 20 Years. Sacramento, CA, 1991.

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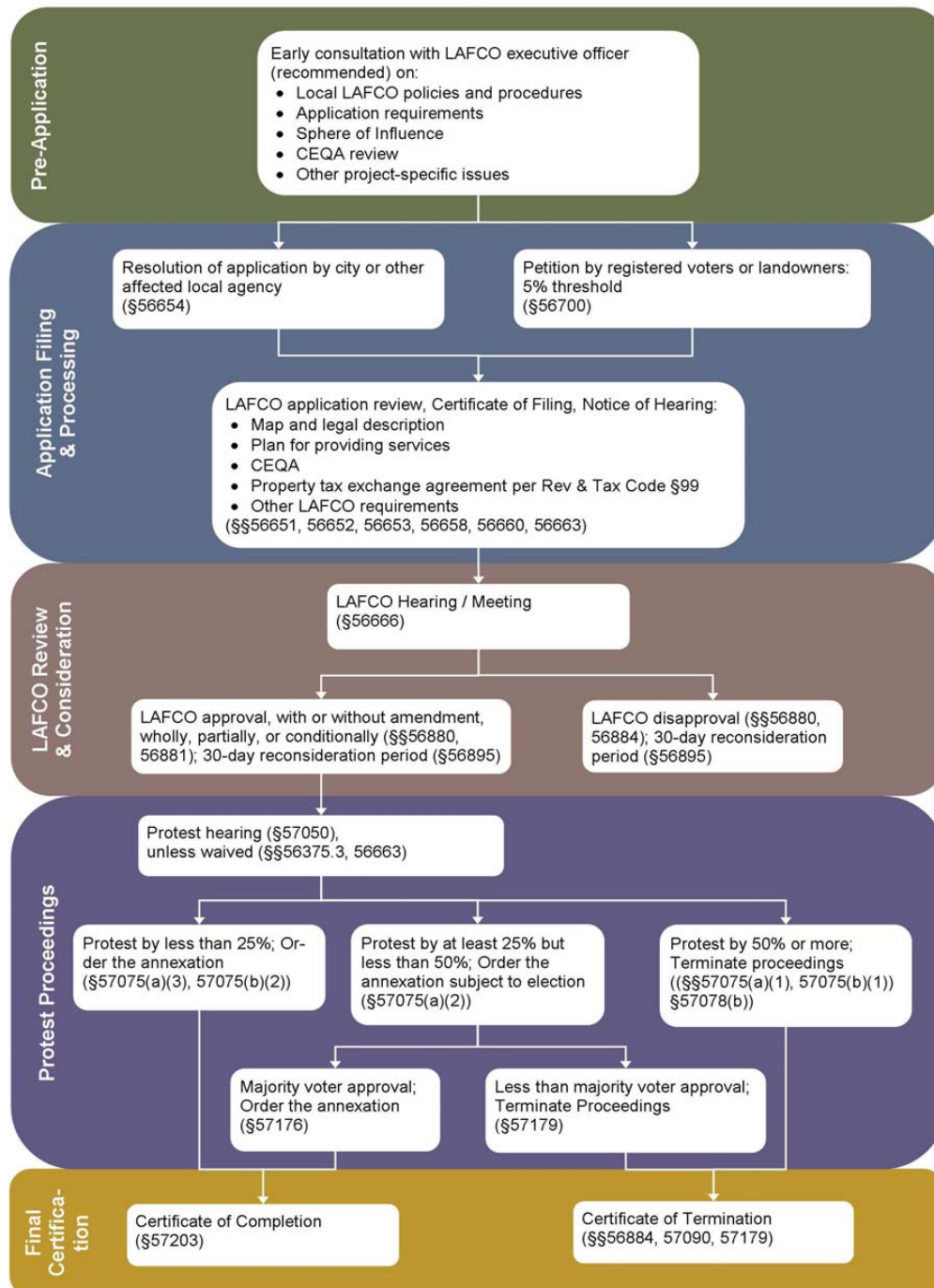
My gratitude also goes to other staff who took the time to read and offer feedback on previous drafts in order to make this an accurate and clear document. These include Jenny Swenson of the Senate Local Government Committee and Carrie Cornwell, Senator Torlakson's Chief Consultant. Both have been generous in their time to offer guidance and encouragement in my placement as well as for this project.

A special thank you also goes to Bill Ihrke for establishing the foundation of this paper and kind help with editing.

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- Ralph Heim, California Special Districts Association
- Bob Reeb, Association of California Water Agencies
- Jolena Voorhis, California State Association of Counties
- William Weber, Assembly Republican Caucus
- Joanne Wong, Assembly Local Government Committee

# Annexation Process Flowchart





# LAFCO

## INFORMATIONAL UPDATE & DESIGNATION OF COUNCIL MEMBER



City Council Meeting, April 8, 2025

Assistant City Manager, April Mitts

# LAFCO 101



## **Definition:**

LAFCO stands for Local Agency Formation Commission

## **Purpose:**

Regulates the boundaries of cities & special districts, ensuring orderly growth & efficient service delivery

**Why they Exist:** Uncoordinated growth can lead to inefficient service delivery, urban sprawl, & loss of agricultural land

# LAFCO 101



## **Key Functions:**

- Reviewing & approving proposed boundary changes
- Incorporating new cities
- Forming new special districts
- Consolidating, merging, or dissolving existing districts
- Conducting Municipal Service Reviews (MSR)
- Adopting spheres of influence

# LAFCO 101 – Powers & Responsibilities



**Boundary Changes:** LAFCOs regulate, through approval or denial, the boundary changes proposed by other public agencies or individuals.

**Spheres of Influence:** LAFCOs establish & update spheres of influence, which are planning boundaries that designate a city or special district's probable future boundary & service area.

**Municipal Services Reviews:** LAFCOs conduct studies to review ways to reorganize, simplify, & streamline governmental structure.

# Municipal Services Review



**Frequency:** LAFCOs generally prepare a MSR every 5 years

**Costs:** LAFCO pays for the cost of the MSR

**Intent:** Inform LAFCO to better understand the availability & performance of governmental services provided within their jurisdictions prior to making sphere of influence determinations.

**Use:** Utilize the information from the MSR to initiate other actions under their authority such as forming, consolidating, or dissolving one or more local agencies.

# Municipal Services Review



## **St. Helena Update:**

- 2/5/25 - Napa County LAFCO issued an RFP for MSR Services
- 3/7/25 – Proposals due
- 3/20/25 – Vice Mayor Deasy participated in a panel who interview of all four consultants
- 4/7/25 – LAFCO staff recommend contract with RSG

# Municipal Services Review



## Included in the MSR:

- Growth and population projections for the area
- Location & characteristics of any disadvantaged unincorporated communities within or continuous to the SOI
- Capacity of public facilities, adequacy of public service, & infrastructure needs or deficiencies
- Financial ability of agencies to provide services
- Status of, an opportunities for, shared services
- Accountability for community service needs, including governmental structure and operation efficiencies.
- Any other matter related to effective or efficient service delivery.

# Municipal Services Review



## **Included in the MSR (Napa LAFCO Policy):**

- Agricultural Preserve and Measure P.
- Location and characteristics of existing outside service agreements.
- Joint powers agreements involving the direct provision of public services.
- Growth goals & policies of the land use authorities in Napa County
- Climate change
- Housing, including affordable & workforce housing
- Transportation
- Cumulative service impacts related to current & future planned development

# Municipal Services Review



## Process:

- Data collection from a variety of sources including:
  - City of St. Helena documents
  - County documents
  - Interviews with St. Helena staff
- Comprehensive review, interpretation, & analysis of information.
- Draft report
- City of St. Helena, members of the public, & Napa LAFCO review draft report and provide comments
- Final report

# Municipal Services Review



## **MSR Tie to Sphere of Influence (SOI):**

- SOI updated every 5 years
- MSR acts as the foundational data used by LAFCO to make decisions about an agency's SOI boundaries & potential service expansions.
- LAFCO establishes, amends, & updates SOI to designate the territory it believes represents the appropriate future service area & jurisdictional boundary of the affected agency.
- All annexations & detachments must be consistent with the SOI

# Municipal Services Review



## **MSR Tie to SOI and Annexation:**

- LAFCOs are designated as the sole approval authority for annexations.
- When annexation happens, a city will assume the responsibility for the annexed area.
- The city must clearly demonstrate its ability to provide services.
- SOI is the first step toward annexation

# Annexation 101



**What is Annexation:** When a city or district attaches additional territory to its boundary.

## **Steps to Annexation:**

1. Initiation
2. LAFCO review
3. Conducting authority actions
4. Possible election
5. Completion

# Annexation 101



## Preparing for Annexation

### Pre-annexation planning:

1. Identify potential annexation areas
2. Hire consultant
3. Stakeholder engagement
4. Feasibility study & cost benefit analysis
5. General Plan review & initial updates (pre-zoning of the affected territory)

# Annexation 101



## What other things should be considered?

### Property Taxes

- A property tax exchange between the city and county is required prior to annexation.
- If the county negotiates in good faith but ultimately decided not to agree, then there is no path forward for annexation.

### California Environmental Quality Act (CEQA)

- All changes in organization are considered “projects” and subject to the CEQA

# Annexation – General Timeline



| ITEM                                       | TIMEFRAME             |
|--------------------------------------------|-----------------------|
| Pre-annexation Planning                    | 6-12 months           |
| EIR (if necessary)                         | 6 months              |
| Proposal to LAFCO for Consideration        | 5 – 8 months          |
| Protest Proceedings (if approved by LAFCO) | 2 – 4 months          |
| General Plan Amendment and Re-Zoning       | 4 months              |
| <b>TOTAL ESTIMTED TIMELINE</b>             | <b>23 – 24 months</b> |

# LAFCO BOARD DESIGNATION



City Council Action:

Designate a Council Member to the LAFCO Commission starting May 2025.



# Questions?





## Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Recreation

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>FROM:</b>                     | Dave Jahns, Director of Community Services                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>SUBJECT:</b>                  | Continued 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.                                                                                                          |
| <b>RECOMMENDED ACTION:</b>       | Staff is requesting the Council take the following action(s): <ol style="list-style-type: none"> <li>1. Provide direction to staff on whether to implement a professional fireworks show for the 2025 4th of July festivities</li> <li>2. If yes, approve the attached resolution, authorizing the City Manager to enter into a Professional Services Agreement with Devastating Pyrotechnics, Inc.</li> </ol>                |
| <b>PREVIOUS COUNCIL ACTION:</b>  | 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. The council discussed the 2025 Fireworks at the March 25, 2025 meeting, but no action was taken due to a split vote.                                                                                                               |
| <b>STATEMENT OF THE PURPOSE:</b> | Determine whether staff should incorporate a professional fireworks display into the 2025 4th of July festivities.                                                                                                                                                                                                                                                                                                            |
| <b>FINANCIAL IMPACT:</b>         | <p>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.</p> <p>Due to the fireworks being cancelled in 2024, there is approximately \$31,000 remaining in the 2024 budget line item and approximately \$46,000 in total remaining in the 4th of July fund that staff would request to be utilized in 2025.</p> |

### BACKGROUND:

At the March 25, 2025 City Council meeting staff provided the history of fireworks displays in St. Helena over the last ten years, an overview of the 2024 festivities, and the proposed framework and associated implications for implementing a professional

fireworks show in 2025. Following deliberation, council ended in split vote of 2-2, with one council member absent. Council directed staff to return for further discussion at the following meeting.

The full staff report from the March 25 meeting is attached for reference.

### **DISCUSSION:**

#### Financial Impact

Since the previous meeting, staff clarified that while there is \$31,000 remaining in the 2024 line item, there is a total of \$46,000 in fund balance remaining within the 4th of July specific fund.

Per council's request and as part of a continued analysis of considering whether to implement a fireworks display, staff reached out to neighboring jurisdictions and production companies to compile estimates for implementing a professional laser light display. Based on initial research, staff estimates a show comparable to the light display implemented in Calistoga, but specific to St. Helena, would cost between \$20,000 - \$25,000.

Below is an overview of the anticipated expenses for the various options discussed at the previous council meeting:

- Fireworks display - direct cost: \$40,000
- Total cost for all associated activities, materials, and contracts for an event with fireworks (*similar to 2023*): \$55,000
- Community event without an after-dark option (*similar to 2024*): \$15,000 – \$20,000
- Drone show - direct cost (*comparable to Napa 2024*): \$110,000
- Laser light show - direct cost (*comparable to Calistoga 2024*): \$20,000 - \$25,000

#### Fundraising

Staff spoke with Parks and Recreation Commissioners and community members who are actively pursuing and committed to leading fundraising efforts to raise the minimum of \$9,000 as requested by Council, with a goal to raise a higher dollar amount to offset the impact to the general fund.

#### Next Steps

Should council determine to move forward with a fireworks display, staff would enter into an agreement with the fireworks display contractor, begin soliciting community sponsors and funders, and start coordination of site logistics with fellow departments and the school district.

Should council make the determination to not move forward with a professional fireworks display, staff would begin work to plan a comprehensive family friendly event,

similar to what was seen in 2024. Depending on available budget and contractor availability, staff would explore alternative after-dark options.

**ENVIRONMENTAL REVIEW:**

See attached staff report from March 25 meeting for potential environmental and associated 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:**

[March 25 Staff Report](#)

[July 4 Fireworks Resolution 04.08.2025](#)

[Devastating Pyrotechnics PSA 04.08.25](#)



## Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department:

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | March 25, 2025                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>FROM:</b>                     | Dave Jahns, Director of Community Services                                                                                                                                                                                                                                                                                                                                                                     |
| <b>SUBJECT:</b>                  | 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.                                                                                                     |
| <b>RECOMMENDED ACTION:</b>       | Staff is requesting the Council take the following action(s): <ol style="list-style-type: none"> <li>1. Provide direction to staff on whether to implement a professional fireworks show for the 2025 4th of July festivities</li> <li>2. If yes, approve the attached resolution, authorizing the City Manager to enter into a Professional Services Agreement with Devastating Pyrotechnics, Inc.</li> </ol> |
| <b>PREVIOUS COUNCIL ACTION:</b>  | 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.                                                                                                                                                                                                                     |
| <b>STATEMENT OF THE PURPOSE:</b> | Determine whether staff should incorporate a professional fireworks display into the 2025 4th of July festivities.                                                                                                                                                                                                                                                                                             |
| <b>FINANCIAL IMPACT:</b>         | <p>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.</p> <p>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.</p>                                                                |

### 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:**

**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 April 8, 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 4<sup>th</sup> 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.

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PSA Template - Pyrotechnics

- 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](mailto: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](mailto: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](mailto: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](mailto:jorona@parksrec.org)  
July 1, 2023





## Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

|                                  |                                                                                                                     |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                                       |
| <b>FROM:</b>                     | April Mitts, Assistant City Manager                                                                                 |
| <b>SUBJECT:</b>                  | Appeal of water bill by Merryvale Vineyards, Inc.                                                                   |
| <b>RECOMMENDED ACTION:</b>       | Staff recommends City Council deny the claim as there was no evidence the water use was a result of a faulty meter. |
| <b>PREVIOUS COUNCIL ACTION:</b>  | None                                                                                                                |
| <b>STATEMENT OF THE PURPOSE:</b> | Make a determination on the water bill appeal made by Merryvale Vineyards, Inc.                                     |
| <b>FINANCIAL IMPACT:</b>         | The financial impact is dependent on City Council action. The total amount of the appeal is \$35,773.29.            |

### BACKGROUND:

On January 16, 2025 Merryvale Vineyards, Inc. filed an appeal to the City Council to waive \$35,773.29 in charges incurred between June 26 and November 19, 2024 (Attachment 1). The claim is that the excess charges are due to a faulty water meter as noted in the general description in Section 4 of Attachment 1, which states,

"These months are way above our normal harvest usage of 2958. No leaks were detected and the meter was found to be faulty. Once replaced the water usage fell to 1200/gals per day. Therefore we have been overcharged 10's of thousands of dollars."

The amount of the appeal is shown in Table 1 and on pages 6 and 7 of Attachment 1:

Table 1 - Merryvale Appeal Calculations

|                                             | <b>Excess HCF</b> | <b>Per Unit HCF</b> | <b>Total Appeal</b> |
|---------------------------------------------|-------------------|---------------------|---------------------|
| Water                                       | 721.24            | \$13.95             | \$10,061.24         |
| Wastewater                                  | 721.24            | \$35.65             | \$25,712.05         |
| <b>Total Water/Wastewater Appeal Amount</b> |                   |                     | <b>\$35,773.29</b>  |

This dollar amount exceeds the City Manager authority for review.

### DISCUSSION:

It should be noted that the appeal shows calculations in gallons where the City's billing system is in Hundred Cubit Feet (HCF). One HCF = 748.05 gallons. Additionally, the appeal includes data comparing the days in harvest with consumption. Because the City

does not know the particular winery operations during harvest, the information provided in this staff report is based on actual meter reads and actual billing data.

As stated in the appeal, water use in July, August, September, and October 2024 was higher than average. Table 2 provides a snapshot of the 2024 actual use compared to the 2015-2023 average and 2019-2023 average for each month, additional details are provided in Attachment 2.

Table 2 - Actual vs. Average in HCF

|                   | <b>July</b> | <b>August</b> | <b>September</b> | <b>October</b> |
|-------------------|-------------|---------------|------------------|----------------|
| 2024 Actual       | 374         | 215           | 329              | 276            |
| 2015-2023 Average | 103         | 108           | 143              | 117            |
| 2019-2023 Average | 87          | 117           | 131              | 111            |

On October 14, 2024, a service request was made for a Detailed Meter Report (DMR). A DMR is typically requested when there is high water use and can be helpful in determining if there is a water leak as it will give an hour-by-hour report on water use and can help isolate water use to certain times of day such as getting ready in the morning/evening, dinner time, and irrigation patterns. Unfortunately, due to the age of the meter staff was unable to pull a DMR but noted the, "blue dial is moving to indicate a possible leak".

On October 31, 2024, a follow up service request was made to have the meter tested for accuracy. When staff went to perform the test they were unable to do so because there was water flowing through the meter. The inability to perform the test is because accuracy tests require the meter to be in a non-flowing state (no water flowing through the meter). Merryvale was informed and staff coordinated with Merryvale to return to the property to perform the accuracy test. During the accuracy test it was determined the meter was actually under reporting usage and staff changed out the meter on 11/19/24.

The appeal letter states, "the city came out and tested our meter and found it to be faulty." While this statement is accurate, Public Works staff confirmed the meter was under-reading (e.g. undercharging) and not over-reading the water use.

#### City's Billing Information

Tables 3 and 4 provides a summary of the utility bills during the period of high use.

Table 3 - September 2024 Utility Bill Summary (Use Only)

| <b>Jul &amp; Aug Use</b> | <b>Consumption HCF</b> | <b>Rate</b> | <b>Total Consumption \$</b> |
|--------------------------|------------------------|-------------|-----------------------------|
| Water Tier 1             | 11                     | \$6.47      | \$71.17                     |
| Water Tier 2             | 4                      | \$13.03     | \$52.14                     |

|                                                              |     |         |             |
|--------------------------------------------------------------|-----|---------|-------------|
| Water Tier 3                                                 | 574 | \$13.95 | \$8,007.30  |
| Sewer Consumption                                            | 589 | \$35.65 | \$20,997.85 |
| <b>Total Amount Charged for Water/Wastewater Consumption</b> |     |         | \$29,128.46 |

Table 4 - November 2024 Utility Bill Summary (Use Only)

| Sept & Oct Use                                               | Consumption HCF | Rate    | Total Consumption \$ |
|--------------------------------------------------------------|-----------------|---------|----------------------|
| Water Tier 1                                                 | 11              | \$6.47  | \$71.17              |
| Water Tier 2                                                 | 4               | \$13.03 | \$52.14              |
| Water Tier 3                                                 | 600             | \$13.95 | \$8,370.00           |
| Sewer Consumption                                            | 615             | \$35.65 | \$21,924.75          |
| <b>Total Amount Charged for Water/Wastewater Consumption</b> |                 |         | \$30,418.06          |

Staff Recommendation

Based on the information provided and staff review of the account and meter, staff recommends the claim is denied as there is no evidence of a faulty meter as shown below:

- **TIMING OF METER REPLACEMENT** - The meter was replaced on 11/19/24. Water usage from 10/30/24 to 11/19/24 was 10 units over a 20 day period. The claim suggests the old meter was faulty and caused excessive readings from July to October 2024. If that were true, the usage before the meter change should have been much higher - around 189 HCF based on an average of 9.4 HCF per day (Average calculations are shown in Table 5). However, the recorded usage during that period was significantly lower, contradicting the claim of a faulty meter.

Table 5 - Actual Average Daily Use in HCF

|                                     | July        | August      | September   | October      |
|-------------------------------------|-------------|-------------|-------------|--------------|
| 2024 Actual                         | 374         | 215         | 329         | 276          |
| Meter Reads                         | 6/26 - 7/30 | 7/30 - 8/28 | 8/28 - 9/25 | 9/25 - 10/30 |
| Days in Meter Read                  | 35          | 29          | 28          | 35           |
| Average Daily Use                   | 10.7        | 7.4         | 11.8        | 7.9          |
| <b>Four Month Average Daily Use</b> |             |             |             | <b>9.4</b>   |

- **REPORT BY AMERICAN LEAK DETECTION** - The drop in water usage aligns with American Leak Detection's (ALD) service on October 30, 2024. Their report confirms that a running fountain fill valve caused extra water use. Attachment 1, page 4 notes: "ALD found the fountain fill valve running, once isolated meter movement stopped. Note that the meter movement was very slow upon arrival.

Customer was informed that they use and extra 250,000 gallons of water in a month. That would have equated to 5.8 gallons per minute nonstop for an entire month which would mean the meter movement would be very rapid."

Staff also wants to note that the average gallons used per minute (GPM) over the four month period in 2024 was 4.9 GPM which is compared to an average of 1.9 GPM during 2019-2023. Attachment 3 provides additional details on averages.

- **WATER METER ACCURACY** - The City currently has traditional Positive Displacement (PD) meters. According to the manufacturer, meter accuracy guarantees are based on age and volume and just because a meter is turning, it does not mean it is accurate. The meters currently in St. Helena's system are slowing with age because, overtime, the moving parts of a water meter can wear out, leading to the meter under-registering water usage, meaning it might show less water used than actually was. Much like an automobile, the meter slows down and eventually can stop registering completely, but it cannot arbitrarily run faster than it was designed to run. It is not mechanically possible for a meter to register a significantly higher reading than actual.

**ENVIRONMENTAL REVIEW:** N/A

**GOAL:**

Miscellaneous/Other

**DOCUMENTS ATTACHMENTS:**

[Attachment 1 - Merryvale Water Bill Appeal](#)

[Attachment 2 - Historical Summary of Use](#)

[Attachment 3 - Gallons Per Minute Calculations](#)

[Attachment 4 - Resolution - Water Appeal Merryvale Vineyards](#)

File With:  
City Clerk's Office  
City of St. Helena  
1088 College Avenue  
St. Helena, CA 94574  
[cityclerk@cityofstheleena.org](mailto:cityclerk@cityofstheleena.org)  
707-312-1257

# CLAIM FOR MONEY OR DAMAGES AGAINST THE CITY OF ST. HELENA

RESERVE FOR FILING STAMP

CLAIM NO. \_\_\_\_\_

CITY OF ST. HELENA

JAN 16 2025

FINANCE DEPARTMENT 

A claim must be presented, as prescribed by the Government Code of the State of California, by the claimant or a person acting on his/her behalf and shall show the following:

If additional space is needed to provide your information, please attach sheets, identifying the paragraph(s) being answered.

1. Name and Post Office address of the Claimant:

Name of Claimant: Merryvale Vineyards, Inc

Post Office Address: 1000 Main St. St Helena, CA 94574

2. Post Office address to which the person presenting the claim desires notices to be sent:

Name of Addressee: Kevin Bersofsky

Telephone: 707-299-9688

Post Office Address:

1000 Main St. St Helena, CA 94574

3. The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.

Date of Occurrence: 000 Main St. St Helena, CA 94574

Time of Occurrence: N/A

Location: 000 Main St. St Helena, CA 94574

Circumstances giving rise to this claim:

We recieved three water bills showing we used excessive water

6/26 - 7/30 - 279,766 8228 gals/day

7/30 - 8/28 - 160,828 5546 gals/day

8/28-11/9 - 460,044 5543 gals /day

4. General description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of the presentation of the claim.

These months are way above our normal harvest usage of 2958. No leaks were detected and the meter was found to be faulty. once replaced the water usage fell to 1200/gals per day. Therefore we have been over charged 10's of thousands of dollars.

5. The name or names of the public employee or employees causing the injury, damage, or loss, if known.

N/A

6. **If amount claimed totals less than \$10,000:** The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Amount Claimed and basis for computation:

**If amount claimed exceeds \$10,000:** If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest and court costs does not exceed \$25,000. An unlimited civil case is one in which the recovery sought is more than \$25,000. (See CCP § 86.)

☐ Limited Civil Case

☒ Unlimited Civil Case

**You are required to provide the information requested above in order to comply with Government Code §910.**

7. Claimant(s) Date(s) of Birth:

1/3/1975

8. Name, address and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:

Kevin Bersofsky - 707-299-9688

9. If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctors or hospitals providing treatment:

*If applicable, please attach any medical bills or reports or similar documents supporting your claim.*

10. If the claim relates to an automobile accident:

Claimant(s) Auto Ins. Co.:

Telephone: 707-299-9688

Address:

Insurance Policy No.:

Insurance Broker/Agent:

Telephone: 707-299-9688

Address:

Claimant's Veh. Lic. No.:

Vehicle Make/Year:

Claimant's Drivers Lic. No.:

Expiration:

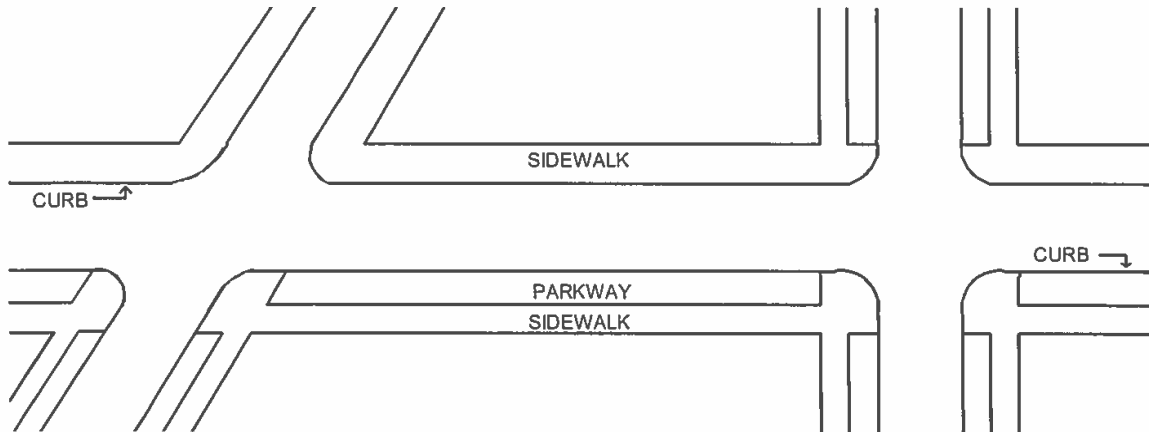
*If applicable, please attach any repair bills, estimates or similar documents supporting your claim.*

**READ CAREFULLY**

For all accident claims, place on following diagram name of streets, including North, East, South, and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If City/Agency Vehicle was involved, designate by letter "A" location of City/Agency Vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw

City/Agency Vehicle; location of City/Agency vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X."

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



**Warning:** Presentation of a false claim is a felony (Penal Code §72). Pursuant to CCP §1038, the City/Agency may seek to recover all costs of defense in the event an action is filed which is later determined not to have been brought in good faith and with reasonable cause.

Signature:

Date:

1-9-25



**Form Information**

|                      |                              |
|----------------------|------------------------------|
| Form Name:           | Plumbing                     |
| Submitter Name:      | Greg R (ald1769)             |
| Date Sent on Device: | Oct 30, 2024 10:14:15 AM PDT |
| Reference Number:    | 59925a 20241030-18385205226  |

**Customer Information**

|                      |                                                                                                    |
|----------------------|----------------------------------------------------------------------------------------------------|
| Customer Name:       | Merryvale Vineyards                                                                                |
| Address:             | 1000 Main St, St Helena, CA 94574, USA<br>Oct 30, 2024 9:52:08 AM PDT [ <a href="#">View Map</a> ] |
| Job Type:            | Commercial                                                                                         |
| Leak Detection Type: | Main Line >300'                                                                                    |
| Job Estimate:        | \$895/2hrs plus \$250/hr thereafter plus \$160 per tank of tracer gas.                             |

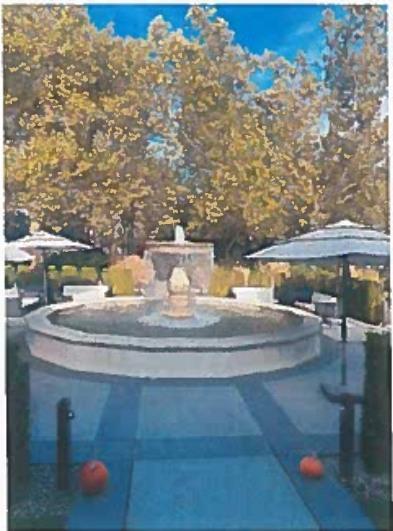
**Plumbing Tests**

|                             |                                    |
|-----------------------------|------------------------------------|
| Concern:                    | High water bill.                   |
| Meter Movement:             | Yes                                |
| Line(s) that held pressure: | Main Line<br>Hot Line<br>Cold Line |
| Leak Detected On:           | NO LEAKING LINE                    |

**Notes**

|        |                                                                                                                                                                                                                                                                                                                                                                           |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Notes: | ALD found the fountain fill valve running, once isolated meter movement stopped.<br>Note that the meter movement was very slow upon arrival.<br>Customer was informed that they used an extra 250,000 gallons of water in a month.<br>That would have equaled 5.8 gallons per minute nonstop for an entire month which would mean the meter movement would be very rapid. |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Photo(s)



### **Payment Information**

---

Results: The results of the inspection were shown to and discussed with the customer.

Total Charge: \$895

Payment: Paid in Full with Credit Card on file.

THANK YOU FOR CALLING AMERICAN LEAK DETECTION.



Overview of the Issue:

We received our water bill that spanned the 6/26/2024 to 7/30/2024 time period. To our shock, the bill showed that we had used approximately 8228 gallons per day. To put that in perspective, over the last 67 billing cycles we only went above 5000 gallons one time. Further, July is not typically a high water usage month. In the five previous July bills, we averaged 2170 gals per day. The July 2024 period had no wine making activities and was usual in every sense. We voiced our concern to which the city replied that we had a leak. While there was no evidence of a leak, we did have a leak specialist perform tests and discovered no leak ( see attached report). Further, we then received two more bills covering 7/30-11/19 period showing we used an average of 5546 gals per day over 112 additional days. This again was unprecedented. The city came out and tested our meter and found it to be faulty. It was replaced on November 19, 2025. Since that time our water usage has dropped to about 1000 gals/day or around historical averages. We made no repairs during this time and thus have concluded we were erroneously charged for higher than normal water usage. Attached are my calculations based on five-year averages for the period of late June to mid-December. Our bill from 11/19/24 to 12/26/24 was perfectly in line with past Nov/Dec bills showing the new meter is working and that there is no leak.

|                                |       |              |
|--------------------------------|-------|--------------|
| <b>Using Daily Average</b>     |       |              |
| Average Prior to 2024          |       | 2,474        |
| Usage this year                |       | 6,169        |
| Overage Average                |       | 3,695        |
| Total Estimated Error in Gals  |       | 539,484      |
| Total Estimated Error in Hcf   |       | 721.24       |
| Total Estimated in water in \$ | 13.95 | 10,061.24    |
| Total Estimated in waste in \$ | 35.65 | 25,712.05    |
| Total Over Charge              |       | \$ 35,773.29 |

I have also attached the entire work for your review.

Sincerely,

Kevin Bersofsky  
CFO/COO  
Merryvale Vineyards, LLC

| Year | Days in Harvest | Water Used | Avg day |
|------|-----------------|------------|---------|
| 2019 | 154             | 288,782    | 1,875   |
| 2020 | 142             | 290,239    | 2,044   |
| 2021 | 154             | 386,740    | 2,511   |
| 2022 | 153             | 411,589    | 2,690   |
| 2023 | 154             | 495,207    | 3,216   |
| 2024 | 146             | 900,638    | 6,169   |

### Using Daily Average

|     |                                |                       |                 |
|-----|--------------------------------|-----------------------|-----------------|
| <a> | Average Prior to 2024          |                       | 2,474           |
| <b> | Usage this year                |                       | 6,169           |
| <c> | Overage Average                | <b> - <a>             | 3,695           |
| <d> | Total Estimated Error in Gals  | Days in Harvest x <c> | 539,484         |
| <e> | Total Estimated Error in Hcf   | <d> / 748             | 721.24          |
| <f> | Total Estimated in water in \$ | <e> x 13.95           | 13.95 10,061.24 |
| <g> | Total Estimated in waste in \$ | <e> x 35.65           | 35.65 25,712.05 |
|     | Total Over Charge              | <f> + <g>             | \$ 35,773.29    |

| Bill Start | Bill Stop  | Days between | Gallons | Gals/Day | Year | Days In Harvest | Water Used | Avg day |
|------------|------------|--------------|---------|----------|------|-----------------|------------|---------|
| 11/19/2024 | 12/26/2024 | 37           | 44,132  | 1,193    |      |                 |            |         |
| 8/28/2024  | 11/19/2024 | 83           | 460,044 | 5,543    |      |                 |            |         |
| 7/30/2024  | 8/28/2024  | 29           | 160,828 | 5,546    |      |                 |            |         |
| 6/26/2024  | 7/30/2024  | 34           | 279,766 | 8,228    | 2024 | 146             | 900,638    | 6,169   |
| 5/29/2024  | 6/26/2024  | 28           | 54,606  | 1,950    |      |                 |            |         |
| 4/24/2024  | 5/29/2024  | 35           | 67,323  | 1,924    |      |                 |            |         |
| 3/27/2024  | 4/24/2024  | 28           | 30,670  | 1,095    |      |                 |            |         |
| 2/27/2024  | 3/27/2024  | 29           | 48,623  | 1,677    |      |                 |            |         |
| 1/24/2024  | 2/27/2024  | 34           | 72,560  | 2,134    |      |                 |            |         |
| 12/27/2023 | 1/24/2024  | 28           | 35,158  | 1,256    |      |                 |            |         |
| 11/28/2023 | 12/27/2023 | 29           | 35,158  | 1,212    |      |                 |            |         |
| 10/25/2023 | 11/28/2023 | 34           | 90,514  | 2,662    |      |                 |            |         |
| 9/27/2023  | 10/25/2023 | 28           | 115,199 | 4,114    |      |                 |            |         |
| 8/29/2023  | 9/27/2023  | 29           | 75,553  | 2,605    |      |                 |            |         |
| 7/26/2023  | 8/29/2023  | 34           | 140,633 | 4,136    |      |                 |            |         |
| 6/27/2023  | 7/26/2023  | 29           | 73,308  | 2,528    | 2023 | 154             | 495,207    | 3,216   |
| 5/30/2023  | 6/27/2023  | 28           | 46,379  | 1,656    |      |                 |            |         |
| 4/26/2023  | 5/30/2023  | 34           | 50,867  | 1,496    |      |                 |            |         |
| 3/29/2023  | 4/26/2023  | 28           | 32,166  | 1,149    |      |                 |            |         |
| 3/1/2023   | 3/29/2023  | 28           | 51,615  | 1,843    |      |                 |            |         |
| 1/25/2023  | 3/1/2023   | 35           | 59,095  | 1,688    |      |                 |            |         |
| 12/28/2022 | 1/25/2023  | 28           | 31,418  | 1,122    |      |                 |            |         |
| 11/28/2022 | 12/28/2022 | 30           | 32,166  | 1,072    |      |                 |            |         |
| 10/27/2022 | 11/28/2022 | 32           | 46,379  | 1,449    |      |                 |            |         |
| 9/28/2022  | 10/27/2022 | 29           | 65,080  | 2,244    |      |                 |            |         |
| 8/26/2022  | 9/28/2022  | 33           | 181,191 | 5,491    |      |                 |            |         |
| 7/27/2022  | 8/26/2022  | 30           | 76,301  | 2,543    |      |                 |            |         |
| 6/28/2022  | 7/27/2022  | 29           | 42,638  | 1,470    | 2022 | 153             | 411,589    | 2,690   |
| 5/25/2022  | 6/28/2022  | 34           | 66,576  | 1,958    |      |                 |            |         |
| 4/27/2022  | 5/25/2022  | 28           | 44,883  | 1,603    |      |                 |            |         |
| 3/28/2022  | 4/27/2022  | 30           | 42,638  | 1,421    |      |                 |            |         |
| 2/24/2022  | 3/28/2022  | 32           | 41,142  | 1,286    |      |                 |            |         |
| 1/27/2022  | 2/24/2022  | 28           | 34,410  | 1,229    |      |                 |            |         |

[illegible]

|          |          |    |        |       |
|----------|----------|----|--------|-------|
| 1/8/2019 | 2/7/2019 | 30 | 47,126 | 1,571 |
|----------|----------|----|--------|-------|

|                                | Jan       | Feb       | Mar       | Apr       | May       | Jun        | Jul         | Aug         | Sept        | Oct         | Nov       | Dec       |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|------------|-------------|-------------|-------------|-------------|-----------|-----------|
| 2025                           |           | 26        |           |           |           |            |             |             |             |             |           |           |
| 2024                           | 47        | 97        | 65        | 41        | 90        | 73         | 374         | 215         | 329         | 276         | 10        | 59        |
| 2023                           | 42        | 79        | 69        | 43        | 68        | 62         | 98          | 188         | 101         | 154         | 121       | 47        |
| 2022                           | 43        | 46        | 55        | 57        | 60        | 89         | 57          | 102         | 158         | 87          | 62        | 43        |
| 2021                           | 29        | 57        | 32        | 65        | 67        | 104        | 89          | 101         | 144         | 112         | 71        | 36        |
| 2020                           | 37        | 46        | 41        | 40        | 65        | 90         | 86          | 75          | 101         | 101         | 25        | 33        |
| 2019                           | 63        | 53        | 66        | 91        | 70        | 80         | 103         | 120         | 149         | 103         | 60        | 15        |
| 2018                           | 62        | 56        | 64        | 76        | 126       | 430        | 244         | 99          | 121         | 102         | 103       | 45        |
| 2017                           | 41        | 38        | 46        | 56        | 66        | 64         | 61          | 80          | 112.5       | 112.5       | 62        | 45        |
| 2016                           | 117       | 112       | 86        | 65        | 69        | 80         | 85          | 86          | 209         | 129         | 74        | 39        |
| 2015                           | 90        | 76        | 116       | 115       | 81        | 88         | 103         | 121         | 190         | 151         | 64        | 42        |
| <b>Average HCF (2015-2023)</b> | <b>58</b> | <b>63</b> | <b>64</b> | <b>68</b> | <b>75</b> | <b>121</b> | <b>103</b>  | <b>108</b>  | <b>143</b>  | <b>117</b>  | <b>71</b> | <b>38</b> |
| <b>Under/(Over) Average</b>    |           |           |           |           |           |            | <b>-271</b> | <b>-107</b> | <b>-186</b> | <b>-159</b> |           |           |
| <b>Average HCF (2019-2023)</b> | <b>43</b> | <b>56</b> | <b>53</b> | <b>59</b> | <b>66</b> | <b>85</b>  | <b>87</b>   | <b>117</b>  | <b>131</b>  | <b>111</b>  | <b>68</b> | <b>35</b> |
| <b>Under/(Over) Average</b>    |           |           |           |           |           |            | <b>-287</b> | <b>-98</b>  | <b>-198</b> | <b>-165</b> |           |           |

Due to the fires in 2017 and 2020, meters were unable to be ready in September and were read in October showing 2 months of use. For the purpose of calculating averages, the read in October was divided evenly between September and October

Use being appealed

| Gallons per Minute Calculations                  |             |             |             |            |               |
|--------------------------------------------------|-------------|-------------|-------------|------------|---------------|
| Actual 2024 Water Use                            | July        | August      | September   | October    | November      |
| Dates                                            | 6/26 - 7/30 | 7/30 - 8/28 | 8/28 - 9/25 | 9/25-10/30 | 10/30 - 11/19 |
| # of Days                                        | 35          | 29          | 28          | 35         | 20            |
| Monthly Use (HCF)                                | 374         | 215         | 329         | 276        | 10            |
| Avg. Daily Use (HCF)                             | 10.7        | 7.4         | 11.8        | 7.9        | 0.5           |
| Avg. Daily Use (Gallons)                         | 7,993       | 5,546       | 8,790       | 5,889      | 374           |
| Minutes in a day                                 | 1,440       | 1,440       | 1,440       | 1,440      | 1,440         |
| Gallons per Minute                               | 5.55        | 3.85        | 6.1         | 4.1        | 0.26          |
| <b>July - October Average Gallons Per Minute</b> |             |             |             | <b>4.9</b> |               |

| 2019-2023 Average                                | July  | August | September | October     | November |
|--------------------------------------------------|-------|--------|-----------|-------------|----------|
| # of Days                                        | 87    | 117    | 131       | 111         | 68       |
| Monthly Use (HCF)*                               | 31    | 31     | 30        | 31          | 30       |
| Avg. Daily Use (HCF)                             | 2.81  | 3.77   | 4.37      | 3.58        | 2.27     |
| Avg. Daily Use (Gallons)                         | 2,099 | 2,823  | 3,266     | 2,679       | 1,696    |
| Minutes in a day                                 | 1,440 | 1,440  | 1,440     | 1,440       | 1,440    |
| Gallons per Minute                               | 1.46  | 1.96   | 2.27      | 1.86        | 1.18     |
| <b>July - October Average Gallons Per Minute</b> |       |        |           | <b>1.89</b> |          |

\*Used days in actual month for estimates

**CITY OF ST. HELENA**

**RESOLUTION NO. 2025-**

**Resolution of the City Council of the City of St. Helena  
Making Findings and Determinations Regarding the  
Water Appeal by Merryvale Vineyards, Inc.**

**WHEREAS**, Merryvale Vineyards, Inc. ("Merryvale") experienced unusually high water use in July, August, September, and October 2024; and

**WHEREAS**, On January 16, 2025, Merryvale filed an appeal to the City Council to waive \$35,773.29 in water/wastewater charges incurred between June 26, 2024 and November 19, 2024, stating the excess charges are due to a faulty water meter that was registering more water than actually used; and

**WHEREAS**, Staff presented to City Council information made for the account and concluded that the excess water use was not due to a faulty water meter and related to a fountain fill valve running, which was shut off on October 31, 2024; and

**WHEREAS**, the City Council has reviewed the appeal for Merryvale and has made the determination as noted below.

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

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The City Council has considered the circumstances of the appeal.

**SECTION 3.** The City Council has determined the following:

\_\_\_\_\_ Deny the appeal in its entirety

\_\_\_\_\_ Approve the appeal in its entirety for an amount of \$35,773.29

\_\_\_\_\_ Grant a portion of the appeal for an amount of \$\_\_\_\_\_

Approved at a Regular Meeting of the St. Helena City Council on April 8, 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

\_\_\_\_\_  
Cindy Tzaopoulos, City Clerk



## Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

|                                  |                                                                                                          |
|----------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                            |
| <b>FROM:</b>                     | April Mitts, Assistant City Manager                                                                      |
| <b>SUBJECT:</b>                  | Review of various revenue options.                                                                       |
| <b>RECOMMENDED ACTION:</b>       | Provide direction to staff on preferred revenue options to bring back to City Council for consideration. |
| <b>PREVIOUS COUNCIL ACTION:</b>  |                                                                                                          |
| <b>STATEMENT OF THE PURPOSE:</b> | Provide information to City Council on various revenue options.                                          |
| <b>FINANCIAL IMPACT:</b>         | None associated with this report.                                                                        |

### BACKGROUND:

City Council directed staff to explore a variety of revenue options available.

### DISCUSSION:

The following is a brief outline of options and estimated revenues the City Council may wish to consider. Staff recommends City Council review each option select options for which Council desires more detailed information. The options in Table 1 would provide ongoing revenues, as opposed to one time revenues such as the sale of city owned properties or General Obligation Bonds which are for infrastructure improvements.

Table 1 - Revenue Considerations

| Revenue Type                                                           | Notes                                                                                                                                                                                                                                                                                      | Estimated Annual Revenue |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Update Business License Tax<br>Current annual revenues total \$101,000 | Change to a gross receipts model based on sales attributable to the jurisdiction.<br><br>Estimate based on a 1% gross receipts tax (net of annual enforcement costs)<br><br>There are various types of Business License Taxes may be considered:<br>Payroll Tax*<br>Business Activity Tax* | \$3,200,000              |

|                                               |                                                                                                                                                     |                       |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Parcel Tax (Fire Services)                    | The fire budget is approximately \$2.7 million. To generate that amount from a parcel tax would require a \$704 parcel tax                          | \$2,700,000           |
| Sales Tax/Transactions & Use Tax              | Increase by 0.5%                                                                                                                                    | \$2,300,000           |
| Real Property Transfer Tax                    | Also requires becoming a General Law City<br><br>Estimated based on a 1.5% tax rate<br><br>Next window for a ballot measure would be November 2027. | \$2,250,000           |
| Parcel Tax (Library)                          | The library budget is approximately \$1.2 million. To generate that amount from a parcel tax would require a \$313 parcel tax                       | \$1,200,000           |
| User Utility Tax                              | Range is based on per capita rates of \$100 to \$175                                                                                                | \$450,000 - \$787,500 |
| Parking Meters Downtown                       | Would require enforcement                                                                                                                           | \$300,000 - \$500,000 |
| Establish Citywide Parks Maintenance District | Would require annual reports<br>Would require a nexus study<br>City would be required to provide "general benefit" financial contributions          | \$300,000 - \$500,000 |
| Transient Occupancy Tax (TOT)                 | Increase TOT by 1%                                                                                                                                  | \$450,000             |
| Increase # of STRs                            | Average per STR is \$10,500 annually. Adding 25 new STRs will generate approximately \$262,500 annually.                                            | \$262,500             |

\* Both the Payroll Tax and Business Activity Tax would require a deeper analysis and are cumbersome to administer.

### Other Revenues

Over the past few years, the City has explored and implemented other revenue sources, these are outlined in Table 2.

Table 2 - Other Revenues

| <b>What</b>                                                       | <b>Objective</b>                                                                                                                                                                                                                                          | <b>Status</b>                                                                                                                                                  |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GO Bond - Measure H                                               | Raise additional funds for water, wastewater, and stormwater infrastructure repairs                                                                                                                                                                       | \$19,150,000 in bond issuance authorized by the voters. Projects are in progress                                                                               |
| User Fees                                                         | Updated the City's Master User Fee schedule. This included 56 new fees, 98 fee increases, 29 fee decreases, and 191 fees which did not change.                                                                                                            | Completed.<br>October 2023                                                                                                                                     |
| Impact Fees                                                       | The majority of the impact fees were reduced. It is anticipated the reduction in Impact fees will create a more business friendly climate to generate more revenue from business activity.                                                                | Completed<br>November 2023                                                                                                                                     |
| Grants (updated June 2024)                                        | The City actively pursues grants to reduce the burden on the General Fund. The City has been successful in securing grant funding; however, it should be noted that a majority of grants are aimed at disadvantaged communities, which St. Helena is not. | <u>Active Grants</u><br>21 grants totaling \$7.6m<br><u>Pending Grants</u><br>3 grants totaling \$1.2m<br><u>Closed Out Grants</u><br>2 grants totaling \$225k |
| Surplus City Property<br>1480 Main Street<br>1572 Railroad Avenue | Declared two City-owned properties as surplus though the Surplus Land Act (SLA) for sale and possible development of affordable housing and/or other economic activities.                                                                                 | In progress                                                                                                                                                    |
| Develop Real Estate Strategies                                    | The City is working to develop real estate strategies and asset                                                                                                                                                                                           | In progress                                                                                                                                                    |

|                                                     |                                                                                                                                                                                                                                                  |        |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                                     | management including economic development tools, potential public/private partnership transactions, and analysis of community benefits to allow the City Council and Community make the best decision regarding future City properties and uses. |        |
| Establish a Real Property Transfer Tax/Charter City | Two ballot measures were placed on the November 2024 ballot.                                                                                                                                                                                     | Failed |

While there is a need for additional revenues, City Council and staff also recognize that the City can be more efficient and effective in operations to ensure we are using our current resources wisely and providing service to the community. Attachment 1 provides a summary of several initiatives that have been put into place over the past 2 years, or are in progress.

**ENVIRONMENTAL REVIEW:**

N/A

**GOAL:**

Goal 1: Strengthen Financial Sustainability

**DOCUMENTS ATTACHMENTS:**

[Attachment 1 - Summary of Initiatives](#)

**Increased Use of Technology. Purpose: To be more efficient and transparent**

| <b>What</b>                                                     | <b>Objective</b>                                                                                                                                                                                                                                                                                                            | <b>Status</b>                    |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| NeoGov<br>Human Resources                                       | To streamline recruiting, hiring, and onboarding process. The objective is to help the City attract, retain, develop, manage, and protect top talent.                                                                                                                                                                       | Completed.                       |
| Capital Improvement<br>Program Progress<br>Update               | An online tool has been developed to help the public track the status of CIP projects including project timeline and expenditures.                                                                                                                                                                                          | Completed.<br>August 2023        |
| GrapeVine                                                       | System to report and track non-emergency related items such as potholes. All items reported are logged, tracked, and provide notification when the reported item has been completed. Provides accountability and transparency for outstanding issues as well as allows staff to properly track work completed.              | Completed.<br>December 2023      |
| New City Website                                                | Updated software platform allowing for additional capabilities and integrations. Updated design showcases the City as a world-class community and destination. The new site is easier for staff to update which provide up-to-date information, is easier for website visitors to navigate, and is ADA compliant.           | Completed.<br>February 2024      |
| Civic Rec<br>New Registration<br>Software<br>Parks & Recreation | To provide the best user experience for members of the public as they register for Parks & Recreation activities. This will replace the old software which has limited capabilities. The new platform is more intuitive for both the administrator as well as the end user.                                                 | Completed.<br>Spring 2024        |
| RFID Tags<br>Library                                            | To better serve library patrons when checking out, this technology allows self-checkout machines to read an entire stack of items in one pass instead of reading every barcode individually. This removes the manual burden from encoding, providing 100% keyless data entry that results in higher accuracy.               | Completed.<br>May 2024           |
| Laserfiche                                                      | Designated Laserfiche as a "Trusted System" and the repositories for the management of City records and the automation of retention requirements. This allows staff to convert paper records for storage electronically. This will be an ongoing process for digital conversion; however, records will be easier to access. | Completed.<br>October 2023       |
| Envisio                                                         | To help the city improve performance and drive better community outcomes by enabling the                                                                                                                                                                                                                                    | In progress.<br>Estimated launch |

| What                                | Objective                                                                                                                                                                                                     | Status                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
|                                     | transparent delivery and communication of CIP and strategic objectives.                                                                                                                                       | Summer 2025                                  |
| Online Permitting Building/Planning | Allow for increased efficiency by allowing for a more streamlined and efficient process for both the City, citizens, and business community. The new software will allow for easy online electronic payments. | In progress.<br>Estimated launch Summer 2025 |

#### Exploration of Shared Services/Department Analysis

| What                                                                                                                             | Objective                                                                                                                                                                                                                                     | Status                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Fire Department                                                                                                                  | Conduct an operational and administrative analysis for the fire department including a review of department operations, structure, work schedule, training, performance measures, and a review of alternative service delivery model options. | Completed, not implemented.                                                  |
| Creation of a new department which will house both Library & Parks and Recreation and includes Arts & Culture and Communications | With the retirement of the Library Director, a new department was created under the banner of Community Services which house the Library, Parks and Recreation, Arts & Culture, and Communications.                                           | Completed.                                                                   |
| Dispatch Services                                                                                                                | The move of City Hall and the Police Department to 1088 College Avenue required the City to find temporary dispatch space as NVC campus does not have redundant power. The City's dispatch is sharing space with the City of Calistoga.       | Completed.                                                                   |
| Efficiency and Business Transformation Study                                                                                     | Objective is to assess current business processes, identify inefficiencies, and recommend strategies for improvement and transformation.                                                                                                      | RFP Issued 3/28/25<br>RFP Closes 4/25/25<br>Est. Award of Contract: May 2025 |

# REVIEW OF REVENUE OPTIONS



City Council Meeting, April 8, 2025

Assistant City Manager, April Mitts

# Revenue Discussion Timeline



## April 8, 2025

- Summary of various revenue options
- Direction on which option(s) need further research/information

## April 22, 2025

- Finance Committee revenue recommendations
- City Council provide direction to staff

## May 13, 2025

- Information based on City Council requests on 4/8 and 4/22
- Draft City budget presented for FY 2025-26 and FY 2026-27

## May 27, 2025

- Revenue related decision(s)

# Previous Revenue Actions



| Revenue                       | Description                                                           |
|-------------------------------|-----------------------------------------------------------------------|
| GO Bond – Measure H           | \$19.15 m in bond issuance authorized by voters. Projects in progress |
| User Fees                     | Completed – October 2023                                              |
| Impact Fees                   | Completed – November 2023                                             |
| Grants<br>(Updated June 2024) | Active: 21 - \$7.6 m<br>Pending: 3 - \$1.2 m<br>Closed: 2 - \$225 k   |
| Sale of City Property         | 1480 Main/1572 Railroad: In progress                                  |

## \$500k - \$3 million - Revenue



| Revenue Type                                                      | Estimated Annual Revenue |
|-------------------------------------------------------------------|--------------------------|
| Business License Tax<br>Change to Gross Receipts – 1%             | \$3.2 million            |
| Sales Tax<br>Increase by 0.5%                                     | \$2.3 million            |
| User Utility Tax<br>Based on per capita rates of<br>\$100 - \$175 | \$450k – \$788k          |

## \$500k - \$3 million - Revenue



| Revenue Type (Examples)                                          | Estimated Annual Revenue |
|------------------------------------------------------------------|--------------------------|
| RPTT/Charter City<br>1.5% tax rate*                              | \$3.1 million            |
| RPTT/Charter City<br>0.5% tax rate                               | \$1 million              |
| Parcel Tax<br>\$500 per parcel<br>Library = \$1.2M Fire = \$2.7M | \$1.9 million            |

Up to \$500k



| Revenue Type                                         | Estimated Annual Revenue |
|------------------------------------------------------|--------------------------|
| Downtown Parking Meters<br>Would Require Enforcement | \$300k - \$500k          |
| Citywide Parks Maintenance<br>District               | \$300k - \$500k          |
| Transient Occupancy Tax<br>Increase by 1%            | \$450k                   |
| Increase # of STRs by 25                             | \$263k                   |

## Recommended Action



Provide direction to staff on revenue option(s) to further research and bring back to City Council





## Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

|                                  |                                                                                                                                                                   |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                                                                                     |
| <b>FROM:</b>                     | Eric Janzen, Assistant Public Works Director                                                                                                                      |
| <b>SUBJECT:</b>                  | Consideration and possible approval of Resolution granting 1130 Paulson Ct. exemption from the independent utility connection requirement for a proposed ADU      |
| <b>RECOMMENDED ACTION:</b>       | Adopt Resolution granting 1130 Paulson Ct. exemption from SHMC Section 17.22.030(G)(2)(c) to Construct one (1) ADU.                                               |
| <b>PREVIOUS COUNCIL ACTION:</b>  | None.                                                                                                                                                             |
| <b>STATEMENT OF THE PURPOSE:</b> | Consideration and possible approval of Resolution granting the owner of 1130 Paulson Ct. exemption from SHMC Section 17.22.030(G)(2)(c) to construct one (1) ADU. |
| <b>FINANCIAL IMPACT:</b>         | None.                                                                                                                                                             |

### BACKGROUND:

The owner of 1130 Paulson Ct. wishes to construct a new accessory dwelling unit (ADU).

St. Helena Municipal Code (SHMC) Section 17.22.030(G)(2)(c) requires that an accessory dwelling unit (ADU) be equipped with separate water and sewer utility connections. The owner of 1130 Paulson Ct. has submitted a building permit application to construct an ADU but seeks exemption from SHMC Section 17.22.030(G)(2)(c). The ADU does not qualify for exemption under the provisions described in the municipal code and cannot be approved by Staff. The property owner seeks Council approval.

The property owner has expressed a willingness to provide a public benefit by recording an affordable housing covenant and deed restriction on the parcel where the ADU will be located.

### DISCUSSION:

Due to the limited availability of affordable housing options within the City, the Public Works Department is willing to support this request for exemption to SHMC Section 17.22.030(G)(2)(c). If approved by Council, the ADU will be allowed to connect to the existing water and sewer utilities currently serving the existing residence. It is the intent of the owner to also provide a backflow prevention device and separate water meter serving the proposed ADU.

The Community Development Director and the City Attorney have drafted a Covenant and Deed Restriction to which the property owner has agreed and executed. A copy of the Covenant and Deed Restriction is attached to this Staff Report as Attachment B. The property owner now seeks Council approval granting the exemption to SHMC Section 17.22.030(G)(2)(c) prior to recording the Covenant and Deed Restriction.

Once recorded, the Covenant and Deed Restriction will bind the parcel to all of the provisions of California Government Code 66341; the most notable of which is the following provision:

66341(c)(4) - "Affordability restrictions on the sale and conveyance of the accessory dwelling unit or primary dwelling that ensure the accessory dwelling unit and primary dwelling will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer."

The Covenant and Deed Restriction will also ensure that the ADU will not be sold separately or otherwise conveyed separately from the primary residence.

The Covenant and Deed Restriction will run with the land and bind future owners to these provisions for the period(s) specified in California Government Code 66341 and the Deed Restriction and Covenant.

**ENVIRONMENTAL REVIEW:** Exempt

**GOAL:**

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

**DOCUMENTS ATTACHMENTS:**

[Attachment A.Resolution.1130 Paulson.20250325](#)

[Attachment B.Deed Restriction for ADU Damianides 1130 Paulson FINAL](#)

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

**Granting 1130 Paulson Ct. Exemption from SHMC Section  
17.22.030(G)(2)(c) to Construct one (1) ADU.**

**RECITALS**

- A. The owner of 1130 Paulson Ct. wishes to construct a new accessory dwelling unit (ADU); and
- B. St. Helena Municipal Code (SHMC) Section 17.22.030(G)(2)(c) requires that an accessory dwelling unit (ADU) be equipped with separate water and sewer utility connections; and
- C. The owner of 1130 Paulson Ct. seeks exemption from SHMC Section 17.22.030(G)(2)(c); and
- D. The ADU does not qualify for exemption under the provisions described in the municipal code and cannot be approved by Staff; and
- E. The property owner is willing to provide a public benefit by recording an affordable housing covenant and deed restriction for the parcel where the ADU will be located; and
- F. The City Council recognizes the limited availability of affordable housing options within the City and wishes to encourage development of this type; and
- G. The Community Development Director and the City Attorney have drafted a Covenant and Deed Restriction which would bind the property to the provisions of California Government Code 66341; and
- H. The property owner has agreed to the Covenant and Deed Restriction and will, on approval of the request by the City Council, record this document with the County of Napa Recorder's Office.

**RESOLUTION**

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

- 1. Adoption of this resolution is not subject to CEQA; and
- 2. That the availability of deed restricted affordable housing offers a public benefit to the City of St. Helena; and

3. That, on recording of the Covenant and Deed Restriction discussed herein and subject to the applicable provisions of the California Building Code, the parcel of 1130 Paulson Ct. is granted exemption from the provisions of St. Helena Municipal Code (SHMC) Section 17.22.030(G)(2)(c) for the purpose of constructing one (1) ADU.

Approved at a regular meeting of the St. Helena City Council on April 8, 2025 by the following vote:

|                                        |       |
|----------------------------------------|-------|
| <b>Mayor Dohring:</b>                  | _____ |
| <b>Council Member Barak:</b>           | _____ |
| <b>Council Member Deasy:</b>           | _____ |
| <b>Council Member Kate Spadarotto:</b> | _____ |
| <b>Council Member Summers:</b>         | _____ |

APPROVED:

ATTEST:

|       |                              |
|-------|------------------------------|
| _____ | Paul Jamison Dohring, Mayor  |
| _____ | Erika Opp, Acting City Clerk |

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

DEED RESTRICTION AND COVENANT

**EXEMPT—NO FEE REQUIRED**

Cal. Gov. Code § 27383 & 27388.1(a)(2)(D)  
Recorded for the Benefit of the City of St. Helena

State of California  
County of Napa

This Covenant and Deed Restriction is made and executed on this \_\_\_\_ day of \_\_\_\_\_ 2025 by Marios Damianides and Anna Damianides, (“Owner”). The undersigned hereby certify that Owner is the owner of the hereinafter legally described property located in the City of St. Helena (the “City”), State of California. Said property is located at 1130 Paulson Ct, St. Helena California, known as Napa County Assessor's Parcel No. 009770017 and by the legal description as more particularly described in Exhibit A attached hereto (the “Property”).

In consideration of the City approving the establishment of an Accessory Dwelling Unit (ADU) on this lot, the Owner hereby covenants, acknowledges and agrees, that:

1. Except as otherwise provided in California Government Code Section 66341, the ADU will not be sold separately or otherwise conveyed separately from the primary residence;
2. The attributes and restrictions of the ADU must comply at all times with the City’s accessory dwelling unit ordinance (St. Helena Municipal Code Section 17.22.030).

The purpose of this Deed Restriction is to provide notice and disclosure to the current owner and to any subsequent purchaser or transferee of these limitations associated with the approval of the ADU permit for one ADU.

This deed restriction and covenant runs with the land and binds all current owners, all future owners, and their successors, heirs or assigns, and continues in effect perpetually unless released by the City in writing. Any lease of any portion of the Property is subject to the restrictions in this deed restriction and covenant, which are established for the general benefit of the entire community and which run with the land. The covenant is enforceable by remedy of injunctive relief in addition

to any other remedy in law or equity.

This deed restriction and covenant and the provisions hereof are irrevocable and non-modifiable except by the express written consent of the City. The City has the right to enforce each and every provision hereof.

If the owners, their heirs, assigns, or successors in interest fail to abide by the deed restriction and covenants hereunder, all owners are bound to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney's fees and costs.

**OWNER:**

By: *Marios Damianides*

Name: Marios Damianides \_\_\_\_\_

Title: O w n e r \_\_\_\_\_

**Covenants and Deed Restrictions must have all signature(s) notarized**

(See following page.)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**ACKNOWLEDGMENT**

State of California )  
 )  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**

**Legal Description**

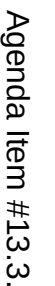
The land described herein is situated in the State of California, County of Napa, City of Saint Helena, described as follows:

LOT 9, as shown on the Map entitled, "Final Map of Westminster Estates", filed December 30, 1997 in Book 20 of Maps at pages 103 and 104, in the Office of the County Recorder of said Napa County

APN: 009-770-017-000



- APPROVAL OF THE RESOLUTION  
WILL ALLOW THE OWNER TO  
CONNECT THE ADU TO THE UTILITIES  
SERVING THE EXISTING HOME







## Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

|                                  |                                                                                                                                                                                  |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                                                                                                    |
| <b>FROM:</b>                     | April Mitts, Assistant City Manager                                                                                                                                              |
| <b>SUBJECT:</b>                  | Review Water/Wastewater Advisory Committee Proposed Workplan                                                                                                                     |
| <b>RECOMMENDED ACTION:</b>       | Review and affirm Committee workplan                                                                                                                                             |
| <b>PREVIOUS COUNCIL ACTION:</b>  | January 14, 2025 - City Council established Water/Wastewater Advisory Committee<br>February 11, 2025 - City Council appointed members to the Water/Wastewater Advisory Committee |
| <b>STATEMENT OF THE PURPOSE:</b> | Review and affirm proposed workplan                                                                                                                                              |
| <b>FINANCIAL IMPACT:</b>         | None                                                                                                                                                                             |

### BACKGROUND:

On January 14, 2025, the City Council established a Water/Wastewater Advisory Committee to be an added resource to the City Council and staff by providing technical assistance, evaluating long-term needs, developing plans, and serving as an advisory body regarding selected Water and Wastewater Enterprise projects (Attachment 1).

The Committee will operate on a 24-month trial period starting in March 2025, meeting every two months (minimum 10 meetings) with more frequent meetings initially.

The first actionable item was for the Committee to collaborate with staff to develop a work plan for City Council consideration.

### DISCUSSION:

The Committee met on February 28, 2025, March 14, 2025, and March 28, 2025. At its meeting on March 28, 2025, the committee unanimously agreed to present to the City Council the following workplan:

The Committee will look at the following areas during its initial term (through March 2027):

1. Water quality
2. Why St. Helena has fundamentally high rates
3. Stormwater incursion
4. Capital project prioritization

Any additional workplan items will be brought to City Council for consideration.

**ENVIRONMENTAL REVIEW:**

None

**GOAL:**

Goal 2: Improve Infrastructure & Further Environmental Sustainability

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

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

**DOCUMENTS ATTACHMENTS:**

[Attachment 1 - Resolution 2025-003 - Establishing a Water and Wastewater Advisory Committee](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2025- 003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA ESTABLISHING A WATER AND WASTEWATER ADVISORY COMMITTEE.**

**RECITALS**

- A. In accordance with several City Council goals, the Council directed staff to bring a water and wastewater advisory committee recommendation to City Council for consideration.
- B. The purposes set out for the committees align with the following established City Council Goals:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 3: Pursue Water Security & Prudent Management of Water Resources.

- C. The City Council desires to establish the following Advisory committee:
  - 1. Water/Wastewater Advisory Committee (WWAC).

**RESOLUTION**

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

- 1. Establish a Water/Wastewater Advisory Committee, on a 24-month trial basis for the purposes identified in the Water/Wastewater Advisory Committee Summary (Attachment A); and
- 2. Provide notice to applicants seeking to participate in the Water/Wastewater Advisory Committee; and
- 3. Applications will be accepted from January 15, 2025 through February 7, 2025; and
- 4. Candidate interviews and appointments are scheduled for February 11, 2025.

Approved at a Regular Meeting of the St. Helena City Council on January 14, 2025,  
by the following vote:

|                            |     |
|----------------------------|-----|
| Mayor Dohring:             | YES |
| Council Member Barak:      | YES |
| Council Member Deasy:      | YES |
| Council Member Spadarotto: | YES |
| Council Member Summers:    | YES |

APPROVED:

*Paul Jamison Dohring*  
Paul Jamison Dohring, Mayor

ATTEST:

*Cindy Tzaopoulos*  
Cindy Tzaopoulos, City Clerk



## Attachment A

## Water/Wastewater Enterprise Committee

Purpose:

The Committee will be an added resource to City Council and staff by providing technical assistance, evaluating long-term needs, developing plans, and serving as an advisory body regarding selected Water and Wastewater Enterprises projects.

Philosophy:

The Committee will look ahead and build a culture where engaged citizens can collaborate with and be supportive of staff. It is a forum to make recommendations to City Council in support of community priorities. The Committee will be forward-thinking in nature, with a focus on current policy issues and long-term planning through policy development that provides sustainability for our community.

Trial Period and Reasoning:

The Committee will operate on a 24-month trial period starting in March 2025, meeting every two months (minimum of 10 meetings) with more frequent meetings initially. This trial is intended to: allow rapport to be built with the Committee members, City Council, and City staff; for the Committee to gain a better understanding of Enterprise needs; and make recommendations on how this Committee can be utilized as a valuable and trusted resource for the City.

Composition, Structure, and Term:

**Structure:** Brown Act-compliant with five voting members and one alternate. One member may be a ratepayer residing outside City limits.

**Qualifications:** Members must have experience in technical or business disciplines.

**Term:** Four-year staggered terms.

**Continuation:** City Council will evaluate the Committee's effectiveness and may extend or convert it to a standing committee post-trial.

Duties:

The Committee serves in an advisory capacity to the City Council on matters pertaining to the Water and Wastewater Enterprises, present and future, as approved by the City Council and aligned with City Council Goals and Objectives, City staff's workplan, and organizational capacity. These matters could include policy formation/updates related to:

1. Protecting and managing water resources.

2. Developing and implementing programs related to water supply, conservation, reuse, demand, and wastewater management.
3. Attendance and reports on relevant countywide commissions and committees.

Initial focus areas may include, but are not limited to:

- Water supplies and distribution.
- Water demand and conservation.
- Wastewater treatment and collection.
- Water conservation/consumption/reuse.
- Water quality.
- Customer education and input.

The first actionable item will be for the Committee to collaborate with staff to develop a work plan for City Council consideration.

#### Evaluation of Trial Period

City Council will assess the Committee's effectiveness at the trial's end, considering:

1. Value to Council, Committee members', the community, and staff.
2. Alignment with organizational capacity and productivity.
3. Advancement of community goals and objectives.

# **WATER/WASTEWATER ADVISORY COMMITTEE PROPOSED WORKPLAN**



City Council Meeting, April 8, 2025

Assistant City Manager, April Mitts

- Water quality
- Why St. Helena has fundamentally high rates
- Stormwater incursion
- Capital project prioritization

## Proposed Workplan



## City Council Feedback

Recommendation:

City Council accept proposed workplan







## Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>FROM:</b>                     | Lesley Milton, Deputy City Manager                                                                                                                                                                                                                                                                                                                                                              |
| <b>SUBJECT:</b>                  | Discussion and Direction on Citywide Weed Abatement Approaches and Service Levels                                                                                                                                                                                                                                                                                                               |
| <b>RECOMMENDED ACTION:</b>       | Staff recommends that the City Council review current weed abatement challenges and provide policy direction regarding the desired level of service and preferred weed management strategies. Staff seeks guidance on whether to maintain existing service levels, increase funding for contractual or seasonal support, or explore alternative methods such as cultural grazing (goats/sheep). |
| <b>PREVIOUS COUNCIL ACTION:</b>  | <ul style="list-style-type: none"> <li>In 2021 the City Council adopted an integrated pest management policy.</li> <li>In April 2024, City Council approved an agreement for Fire Fuel Abatement Services for \$150,000 per year, for two years.</li> </ul>                                                                                                                                     |
| <b>STATEMENT OF THE PURPOSE:</b> | To receive direction on Citywide Weed Abatement approach alternatives and corresponding Level of Service.                                                                                                                                                                                                                                                                                       |
| <b>FINANCIAL IMPACT:</b>         | Additional contracting or staffing (e.g. full-time, part-time, seasonal, etc.) will require funding not currently budgeted. Any changes to service levels or new programming will require a corresponding budget adjustment. Staff will return with cost estimates upon Council direction.                                                                                                      |

### BACKGROUND:

Due to an exceptionally wet winter and ongoing climate variability—shifting from heavy rains to unseasonably warm periods—the City is experiencing an unprecedented surge in weed growth throughout public spaces. This rapid vegetative cycle has significantly outpaced our current maintenance capacity, leading to community concerns about aesthetics, fire safety, and code compliance.

The City's Municipal Code mandates that weeds be maintained below 4 inches in height by June 1, annually.

St. Helena's Municipal Code Section 8.08.010 reads:

"On or before June 1st every year, dead, decayed, uncultivated vegetation, which are hazardous, or may cause a danger to public safety, cut and/or removed to a

maximum of 4" in height. This expectation applies to private properties and public properties."

As of this writing, City staff is responsible for annually managing approximately 126 acres of City owned parks and open space throughout the City limits before this deadline. Public Works staff have historically been maintaining all public spaces independently, but the level of work has exceeded the capacity of existing staff. Additionally, staff have taken on additional responsibilities of the Vine trail and the Elm Tree tunnel.

## **WEED MANAGEMENT METHODS**

Weed abatement can generally be categorized into four methods:

1. **Manual** – Hand-pulling weeds
  - Labor intensive; not feasible with existing staffing levels
2. **Mechanical** – Use of mowers, tractors, weed trimmers
  - Currently employed but limited by staff and equipment capacity, on hot days, sparks fire
3. **Chemical** – Herbicide application
  - Severely restricted under the City's recently adopted Integrated Pest Management (IPM) policy, which limits use of traditional herbicides that are more effective
4. **Cultural** – Use of grazing animals (goats/sheep)
  - Environmentally friendly, but cost and logistical planning are required; potential for contracting out

## **DISCUSSION:**

The Parks Division is comprised of five full-time staff members tasked with maintaining:

- 9 City parks
- All public restrooms
- Public garbage & recycling cans throughout the downtown
- 125+ acres of open space, medians, and rights-of-way

In 2023 the City did a formal solicitation and contracted with a fire fuels reduction contractor; however, the contract only covers one annual cut of designated wildland properties (88 acres) and does not address other public parcels, medians, or rights-of-way.

## **COMMUNITY EXPECTATIONS**

Community feedback has increased noticeably, evidenced by increased online comments (e.g., NextDoor), submissions via the Grapevine Community Request system

and direct resident outreach and anecdotal reports. There is clear public interest in more proactive and visible weed management efforts.

## **POLICY OPTIONS**

Staff requests Council discussion and direction on the following potential approaches:

### **Option 1: Maintain Current Approach/Reduce service expectations**

- Continue mechanical weed abatement using existing staff and equipment
- Allow for greater natural growth in certain areas to save costs
- Limit services to highest-priority areas due to staffing constraints
- *Potential increase in fire risk and resident dissatisfaction*  
*Trade-off: Inconsistent appearance, ongoing community concern, potential code violations*  
*Fiscal impact: \$0*

### **Option 2: Expand Contracted Services**

- Allocate additional funds to the existing contractor
- Hire contractors for cultural (grazing) services to supplement staff
- Explore short-term service contracts for key parcels or corridors  
*Trade-off: Increased budget need; potential scheduling delays due to contractor availability*  
*Fiscal Impact: \$150,000 per "cut" of open space parcels*

### **Option 3: Hire Temporary/Seasonal Staff**

- Contract for & Onboard short-term workers during peak weed season  
*Trade-off: Hiring and training time; staff supervision and oversight required*  
*Fiscal Impact: \$36,000 (3 workers, 40 hrs/week, 10 weeks)*

### **Option 4: Modify Policy to allow for Biological Method**

- Consider revising the City's weed abatement policy to allow biological application in certain areas (non open space, where only manual applications are allowed)
- *Trade-off: can only be used in specific areas, limited application ability, IMPs are adopted to limit risk to people, property or the environment.*  
*Fiscal Impact: \$0*

Given the significant growth of weeds due to changing weather patterns, and the limited capacity of existing staff, the City faces a policy decision regarding the level of service for weed abatement and the appropriate allocation of resources. Staff seeks Council's direction on the community's expectations and prioritization of available strategies. Should Council provide direction to pursue a new or expanded weed abatement strategy, staff will return at a future meeting with detailed options, cost estimates, and implementation timelines.

**ENVIRONMENTAL REVIEW:** This is not a CEQA project.

**GOAL:**

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



# Weed Abatement Program: Challenges & Options

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CITY COUNCIL MEETING   APRIL 8, 2025

## Purpose of the Presentation



Review current weed abatement conditions and constraints



Highlight climate and environmental impacts



Share community expectations and concerns



Present weed management methods and trade-offs



Request policy direction on service levels and resources

## Why It's a Challenge

Unusually high rainfall + alternating heat + rain = Explosive weed growth citywide

Compliance Requirement and Staffing

Municipal Code requires weeds no taller than 4" by June 1

# Current Resources

---

## Parks Division:

5 full-time staff

9 parks

downtown garbage

Public restrooms

120 acres of open space

## Fire Fuel Abatement Contract:

1 annual cut of

open space acreage  
(excludes many public  
areas)

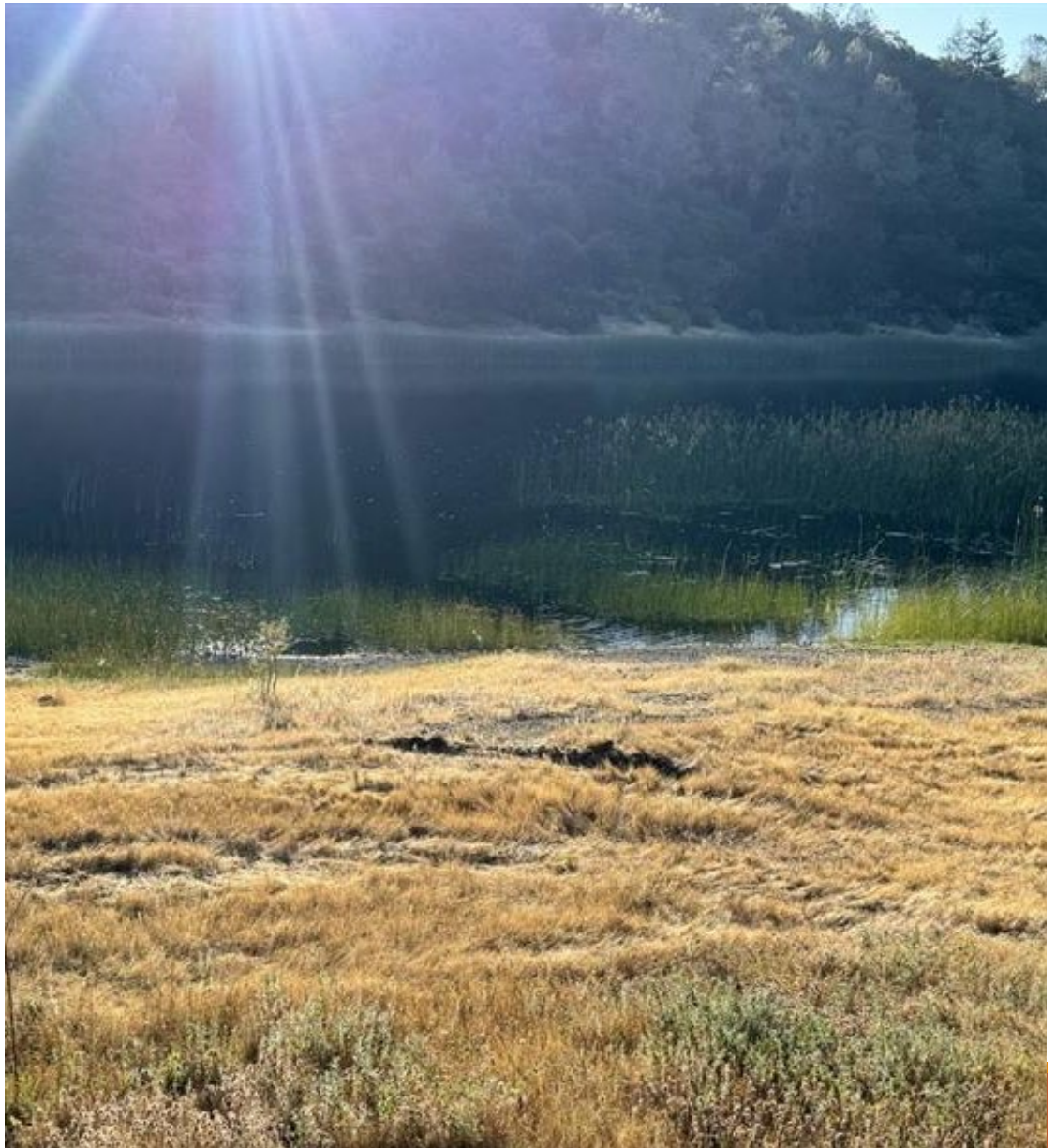


## 32 PRIORITY SITES

---



INCLUDES MEDIANS,  
TRAILS, FACILITY  
LANDSCAPES, AND  
VACANT PARCELS





## Types of Weed Management

-  Manual (hand pulling): Not feasible with current staffing
-  Mechanical (tractors, mowers): Currently used, regulated
-  Chemical: Limited by IPM policy
-  Cultural (goats/sheep): Contracted option



Public concerns via NextDoor, Grapevine, and direct feedback



Desire for improved aesthetics and safety



Increasing pressure to maintain higher standards

## Community Expectations



|          |                                                              |
|----------|--------------------------------------------------------------|
| Maintain | Option 1: Maintain current staff/equipment                   |
| Expand   | Option 2: Expand contracted services (mechanical or grazing) |
| Hire     | Option 3: Hire seasonal/temporary workers                    |
| Reduce   | Option 4: Status Quo: Accept service levels in select areas  |

Policy  
Options  
for  
Council  
Discussion

## Questions & Discussion

What level of service does the Council want to support?

Is there interest in short-term contracts or seasonal staffing?

Should we explore cultural grazing or accept naturalized landscapes?





Cost vs. coverage



Sustainability vs. speed



Staffing capacity vs. community expectations



Short-term appearance vs. long-term planning

## Trade-Offs to Consider

**From:** [Christopher J Warner](#)  
**To:** [Public Comment](#); [Erika Opp](#)  
**Cc:** [Chief170](#); [Paul Dohring](#)  
**Subject:** [External] City Council Meeting April 8, 2025 - Agenda Item 13.5 (Weed Abatement) - Public Comment  
**Date:** Tuesday, April 8, 2025 11:52:51 AM

---

I have reviewed the staff report for Agenda Item 13.5 requesting Council guidance on weed abatement of City owned property, including parks. The one piece missing from the staff report appears to be a risk assessment of the various options for annual weed and vegetation abatement to mitigate wildfire risk during fire season, including the risk from ember cast.

I recommend that the City Council decline to provide any recommendations on the weed abatement options unless and until the St. Helena Fire Department provides a geospatial risk assessment of the relative wildfire suppression and risk mitigation and public safety priorities associated with the City's annual weed abatement risk-mitigation obligations.

In particular, given the extreme risk of a catastrophic wildfire spreading into the main parts of the City due to ember cast, as well as the relative effectiveness of various weed and vegetation abatement options (including grazing vs. manual abatement; "once is not done" for vegetation and weed abatement to reduce wildfire risk), any minor budget reduction benefits due to adoption of any of the options proposed by the staff report may not offset the additional wildfire and public safety risk to St. Helena if the options are ineffectual or suboptimal.

**The phrase "you have one job" certainly applies to weed and vegetation abatement to mitigate wildfire risk! No shortcuts, please!**

Thx for your consideration of these comments.

Chris Warner  
 Co-leader, St. Helena Fire Safe Council  
 1434 Grayson Avenue  
 415-309-9572





## Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

|                                  |                                                                                                                                                                                                                                |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                     | April 8, 2025                                                                                                                                                                                                                  |
| <b>FROM:</b>                     | Erika Opp, Administrative Analyst                                                                                                                                                                                              |
| <b>SUBJECT:</b>                  | Consideration and proposed approval of a resolution for the City Council appointment of applicants to fill the Library Board of Trustees vacancy and the Active Transportation and Sustainability Committee Alternate vacancy. |
| <b>RECOMMENDED ACTION:</b>       | Approve a resolution appointing one applicant to the Library Board of Trustees and one applicant as the alternate on the Active Transportation and Sustainability Committee.                                                   |
| <b>PREVIOUS COUNCIL ACTION:</b>  | None.                                                                                                                                                                                                                          |
| <b>STATEMENT OF THE PURPOSE:</b> | Appoint an applicant to the vacant Library Board of Trustees position and the Active Transportation and Sustainability Committee Alternate position.                                                                           |
| <b>FINANCIAL IMPACT:</b>         | There is no financial impact associated with this report.                                                                                                                                                                      |

### BACKGROUND:

Library Board of Trustees Member Alexandra Haslip provided her resignation on March 7, 2025. The vacant Library Board of Trustees position has a term ending June 30, 2026.

The Active Transportation and Sustainability Committee has had an open position for an alternate member for a term ending June 30, 2026.

The City Clerk's Division conducted a recruitment and received three applications for consideration for the Library Board of Trustees and one applicant for the Alternate position on the Active Transportation and Sustainability Committee.

The City Council will conduct a special meeting on April 8, 2025 to interview applicants and make the appointment during the regular meeting.

### DISCUSSION:

The City held a recruitment for the Library Board of Trustees vacancy (1 vacancy) and received three applications for consideration.

1. Courtenay Fletcher
2. John Flynn
3. Ann Whiting

The City held a recruitment for the alternate position on the Active Transportation and Sustainability Committee and received one application for consideration.

1. Emma Leggat

**ENVIRONMENTAL REVIEW:** None.

**DOCUMENTS ATTACHMENTS:**

[Resolution Appointing members to boards and committees](#)

**CITY OF ST. HELENA**

**RESOLUTION NO. 2025-**

**Appointing applicants to the Library Board of Trustees and to the alternate position on the Active Transportation and Sustainability Committee**

**RECITALS**

- A. There is one vacant position on the Library Board of Trustees due to a resignation and one open alternate position on the Active Transportation and Sustainability Committee
- B. Applications have been received from community members; and
- C. Per City Council Rules of Procedure appointments shall be made by interview and the Mayor shall nominate applicants with the appointments subject to approval by the majority of Council; and
- D. An applicant interview meeting is scheduled to be held on April 8, 2025 at 4:30 p.m.

**RESOLUTION**

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

**Library Board of Trustees**

- 1. \_\_\_\_\_ is appointed to the St. Helena Library Board of Trustees to fill vacant position that expires on June 30, 2026.

**Active Transportation and Sustainability Committee**

- 2. \_\_\_\_\_ is appointed to the Active Transportation and Sustainability Committee to fill the vacant alternate position that expires on June 30, 2026.

Approved at a Regular Meeting of the St. Helena City Council on April 8, 2025, by the following vote:

|                                   |       |
|-----------------------------------|-------|
| <b>Mayor Dohring:</b>             | _____ |
| <b>Vice Mayor Deasy:</b>          | _____ |
| <b>Council Member Barak:</b>      | _____ |
| <b>Council Member Spadarotto:</b> | _____ |
| <b>Council Member Summers:</b>    | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Paul Jamison Dohring, Mayor

\_\_\_\_\_  
Erika Opp, Acting City Clerk