



****AMENDED 8/26/2025****
City of St. Helena
Regular City Council Meeting
Tuesday, August 26, 2025 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

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

The City Council meeting will be live-streamed on Comcast 28 and on the City's website

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

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

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor: Michelle Deasy, City Council Members:
Aaron Barak, Kate Spadarotto, Billy Summers
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. APPROVAL OF THE MINUTES

Estimated start time: 6:05 p.m.

- 5.1. Consideration and proposed approval of Regular Meeting Minutes of August 12, 2025. 9 - 18
[Regular City Council - 12 Aug 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.

- 6.1. [Public Comment.Kelly Wheaton](#)
[Public Comment.Jeff Farmer](#)
[Public Comment.Dan Hale](#)

19 - 23

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
9. STAFF BRIEFING
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: 6:30 p.m.

- 10.1. Approval of the Measure U Master Funding Agreement and Authorization for the City Manager to execute the Agreement with Napa Valley Transportation Authority-Tax Agency.

25 - 52

CEQA Determination: Not a CEQA project
Prepared By: Mario Traverso, Project Manager
Recommendation:
Approve the resolution.

[Staff Report - Measure U Master Funding Agreement - Pdf](#)

- 10.2. Consideration and proposed adoption of a Resolution (1) Awarding the S18-70 Replacement 1% of Sewer Mains Annually Project & the S24-02 High Priority Pipeline Replacement Project & the CDBG Downtown Sewer Lateral Replacement Project to JD General Engineering Corp in the amount of \$1,037,451; (2) Authorizing the City Manager to execute the Construction Contract with JD General Engineering Corp; (3) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% for Projects S18-70 & S24-02, and 25% for CDBG Sewer Repair Project. (4) Establish the CDBG Downtown Sewer Lateral Replacement Project in the Capital Improvement Plan (CIP) as Project Number S26-03.

53 - 62

CEQA Determination: Exempt
Prepared By: Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Staff recommends approval of the attached resolution.

[Staff Report - S24-02, S18-70 and CDBG Contract Award - Pdf](#)

- 10.3. Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY2025-032 with Water Quality & Treatment Solutions, Inc. (WQTS) in the amount of \$50,000 for a total contract not-to-exceed amount of \$74,475. 63 - 70

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - Amendment No. 1 to Professional Services Agreement with Water Quality & Treatment Solutions, Inc. - Pdf](#)

- 10.4. July 2025 Review and Forecasting of City Water Supply Availability. 71 - 76

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

[Staff Report - Water Supply and Forecasting - July 2025 - Pdf](#)

- 10.5. Approval of Resolution Authorizing Recruitment for One Part-Time Library Assistant and Two Police Officers. 77 - 81

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Recruiting Approval - Pdf](#)

- 10.6. Approval of Resolution Authorizing Recruitment of a Wastewater Treatment Plant Operator and Appointment of a Part-Time Chief Plant Operator to Support Wastewater Treatment Plant Operations. 83 - 87

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Wastewater Treatment Plant Staffing - Pdf](#)

- 10.7. Approval of a Resolution authorizing the City Manager to enter into an agreement with Napa County Library for automation services. 89 - 99

CEQA Determination: Not a CEQA project

Prepared By: Mara Strickler, City Librarian

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the City of St. Helena to enter into a Memorandum of Understanding (MOU) with the Napa County Library for automation services.

[Staff Report - Library System Migration with Napa County - Pdf](#)

- 10.8. Approval of a Resolution authorizing the City Manager to enter into an agreement with St. Helena Unified School District to provide Student Success Cards 101 - 109

CEQA Determination: Not a CEQA project

Prepared By: Mara Strickler, City Librarian

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the City of St. Helena to enter into a Memorandum of Understanding (MOU) with the St. Helena Unified School District to provide Student Success Cards through the St. Helena Public Library.

[Staff Report - Student Success Card with SHUSD - Pdf](#)

- 10.9. Consideration and proposed adoption of a resolution (1) Approving temporary street closures; and (2) Authorizing possession of open alcoholic beverages on public streets and parking lots for the 2025 Harvest Festival. 111 - 114

CEQA Determination: Not a CEQA project

Prepared By: Ashley Sylvester, Recreation Manager

Recommendation:

Staff recommends City Council review and adopt the attached resolution.

[Staff Report - Harvest Festival Road Closure and Alcohol Request - Pdf](#)

- 10.10. Consideration and proposed adoption of a resolution authorizing (1) a temporary street closure of Hunt Avenue from November 24, 2025 until January 5, 2026 with additional street closures on November 26, 2025; and (2) possession of open alcoholic beverages on public streets on November 26, 2025 for the Holiday Wine Barrel Tree installation and lighting ceremony. 115 - 124

CEQA Determination: Not a CEQA project

Prepared By: Ashley Sylvester, Recreation Manager

Recommendation:

Staff recommends City Council review and adopt the attached resolution.

[Staff Report - Holiday Wine Barrel Tree Road Closure and Alcohol Request - Pdf](#)

[Public Comment.Tracy McBride](#)

[Public Comment.Elaine de Man](#)

11. PUBLIC HEARINGS

Estimated start time: 6:40 p.m.

- 11.1. ****THIS ITEM WILL BE CONTINUED TO A DATE UNCERTAIN**** 125 - 309

~~To adopt (1) a Resolution of the City Council of the City of St. Helena approving an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants for the Hunter Subdivision Project, authorizing the city manager to execute the Affordable Housing~~

~~Agreement and directing the acting city clerk to record the agreement in the official records of Napa County, and (2) a Resolution of the City Council of the City of St. Helena approving the Final Subdivision Map, Subdivision Improvement Agreement and Post-Construction Storm Water Management and Maintenance Agreement; authorizing the city manager to execute the approved agreements; and authorizing the city clerk to record the final subdivision map and related agreements in the official records of Napa County~~

CEQA Determination: Environmental Impact Report

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

~~To adopt (1) a Resolution of the City Council of the City of St. Helena approving an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants for the Hunter Subdivision Project, authorizing the city manager to execute the Affordable Housing Agreement and directing the acting city clerk to record the agreement in the official records of Napa County, and (2) a Resolution of the City Council of the City of St. Helena approving the Final Subdivision Map, Subdivision Improvement Agreement and Post-Construction Storm Water Management and Maintenance Agreement; authorizing the city manager to execute the approved agreements; and authorizing the city clerk to record the final subdivision map and related agreements in the official records of Napa County.~~

[Staff Report - Consideration of a Resolution approving the Final Map for the Hunter Subdivision and authorizing the City Clerk to Record the Final Map - Pdf](#)

[Public Comment.Frank and Tracy Jonelis](#)

[Public Comment.Gabriel and Tishna Pastrama](#)

[Public Comment.Kathleen Guneratne](#)

[Public Comment.Sherri Kelly](#)

[Public Comment.Frank Jonelis](#)

[Public Comment.Monique Olivier](#)

[Public Comment.Elisabeth Alderman](#)

[Public Comment.Sandra Lowry](#)

[Public Comment.Frank Jonelis \(2\)](#)

[Public Comment.Priscilla Dell and Grace Kistner](#)

12. OLD BUSINESS

Estimated start time: 6:50 p.m.

- 12.1. Request for Authorization to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project. 311 - 326

CEQA Determination: Exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15061(b)(3).

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

To adopt the Resolution Authorizing the Public Works Department to Publish the Bid Announcement for the Main Street St. Helena

Pedestrian Improvements Project (CIP R18-81).
[Staff Report - Request for Authorization to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project to Replace Sid - Pdf Presentation](#)

13. NEW BUSINESS

Estimated start time: 7:15 p.m.

13.1. Sesquicentennial Design and Promotional Material 327 - 336

CEQA Determination: Not a CEQA project
Prepared By: Ashley Sylvester, Recreation Manager
Recommendation:
Staff recommends that the City Council review and approve the logo and tag-line created by the committee for the sesquicentennial celebration.
[Staff Report - Sesquicentennial Design and Promotional Material - Pdf Presentation](#)

13.2. Consideration and proposed approval of a resolution for the City Council appointment of an applicant to fill the Parks and Recreation Commission vacancy. 337 - 344

CEQA Determination: Not a CEQA project
Prepared By: Erika Opp, Administrative Analyst
Recommendation:
Approve a resolution appointing one applicant to the Parks and Recreation Commission.
[Staff Report - Appointing Applicant to Fill the Parks and Recreation Commission Vacancy - 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 September 9, 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 August 22, 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, August 12, 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, Vice Mayor Michelle Deasy, Council Member Kate Spadarotto, and Council Member Billy Summers

Absent: Council Member Aaron Barak

1. CALL TO ORDER

Mayor Dohring called the meeting to order at 6:05 p.m.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Mayor Dohring led the Pledge of Allegiance

4. ADOPTION OF THE AGENDA

Council Member Kate Spadarotto moved to adopt the agenda. The motion was seconded by Council Member Billy Summers and on voice vote carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Aaron Barak

ABSTAIN: None

RECUSE: None

5. APPROVAL OF MINUTES

- 5.1 Consideration and proposed approval of Regular Meeting Minutes of July 22, 2025.

Council Member Kate Spadarotto moved to approve the Regular Meeting Minutes of July 22, 2025. The motion was seconded by Vice Mayor Michelle Deasy and on voice vote carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Kate Spadarotto, and Council Member Billy Summers

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NOES: None
ABSENT: Council Member Aaron Barak
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

Tom Belt, Elaine de Man and Dave Erickson addressed the City Council.

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

City Attorney Ethan Walsh reported on the Special Closed Session Meetings of July 29, 2025 and August 12, 2025 and noted that there was no reportable action from either meeting.

Assistant City Manager, Joe Leach gave brief update on Capital Improvement Projects.

City Manager, Anil Comelo provided an update on the upcoming Special Joint Session Meeting of the City Council and Planning Commission, scheduled for August 19, 2025, and gave brief staffing update.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1 Update from Measure H Committee Chair, Christopher Warner

Committee Chair Christopher Warner provided a brief update on the Measure H Committee.

9. STAFF BRIEFING

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 for the City of St. Helena to Enter Into a Memorandum of Agreement (MOA) with the Napa County Resource Conservation District (NCRCD) as a partner in the Urban and Community Forestry Grant Program.

CEQA Determination: Not a CEQA project

Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council adopt a resolution authorizing the City of St. Helena to enter into a Memorandum of Agreement (MOA) with the Napa County Resource Conservation District (NCRCD) to participate in the Inflation Reduction Act (IRA) Urban and Community Forestry (UCF) Grant Program

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titled *Our Napa Forests: Growing an Equitable Tree Canopy Through Cross-Jurisdictional Collaboration*.

- 10.2 This item was pulled.
~~Receive report for FY 2024/2025 City of St. Helena Water Supply Update and Projected Water Demand.~~
- 10.3 Adoption of a resolution authorizing the City Manager to enter into an agreement with Upper Valley Disposal for Sludge Hauling Services from the Wastewater Treatment Plant.

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Deputy City Manager

Recommendation:

Staff recommends that the City Council authorize the City Manager to execute and agreement authorize payment of sludge hauling services provided by Upper Valley Disposal related to the operation of the newly commissioned Membrane Bioreactor (MBR) facility at the City's Wastewater Treatment Plant, in an amount not to exceed \$100,000 annually.

- 10.4 This item was pulled.
~~Consideration and Approval of a Resolution (1) Authorizing Payment of Underbilled Amount of \$66,224.08 to Operational Technical Services (OTS) and (2) Authorizing the City Manager to execute Professional Services Agreement with OTS in a not-to-exceed amount of \$127,600 for six months of temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher.~~
- 10.5 Consideration and Adoption of a Resolution: (1) Approving Additional Funding Allocation for Bid Alternate 1 (Crane Parking) under the R25-79 Pavement Restoration Project Contract with JD General Engineering Corp. in the amount of \$177,500 for a total contract not-to-exceed amount of \$1,598,140; (2) Authorizing Necessary Budget Adjustments and Transfers.

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

- 10.6 This item was pulled.
~~Request for Authorization to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project.~~
- 10.7 Consideration and proposed approval of a resolution amending the City of St. Helena Conflict of Interest Code pursuant to the Political Reform Act of 1974.

CEQA Determination: Not a CEQA project

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Prepared By: Andrew Bradley, Program Manager, Erika Opp, Administrative Analyst

Recommendation:

It is recommended that the City Council adopt a Resolution approving and adopting the amended Conflict of Interest Code pursuant to the Political Reform Act of 1974, and rescind the previous Conflict of Interest, resolution 2022-84.

- 10.8 Approval of a Resolution authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Beauchaine Consulting Group, LLC to provide public management consulting services related to labor negotiations for an additional \$50,000 for a total amount not-to-exceed \$100,000, which is included in the FY 2025-26 Operating Budget.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

- 10.9 This item was pulled.

~~Approval of a Resolution Updating the City of St. Helena Authorized Signatories with the Local Agency Investment Fund (LAIF) of the California State Treasury.~~

- 10.10 Authorizing a resolution approving a three-year Professional Services Agreement for Professional Auditing Services with Harshwal & Company, LLP in the amount not-to-exceed of \$29,600 in the first year, \$30,880 in the second year, and \$32,230 in the third year for a total \$92,710 over the three-year term.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

- 10.11 Second Reading of Ordinance Reimplementing Penalties for Delinquent Water and Sewer Bills.

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Finance Manager

Recommendation:

Adoption by title only and waive the second reading of the proposed Ordinance amending Sections 13.04.100 and 13.04.130 of Article 1, Chapter 13.04, Title 13 of the St. Helena Municipal Code and Section 13.20.020 of Chapter 13.20, Title 13 of the St. Helena Municipal Code regarding procedures for delinquent water bills and provisions for the disconnection of water service, and procedures for handling delinquent sewer accounts.

Vice Mayor Michelle Deasy moved to approve items 10.1, 10.3, 10.5, 10.7,

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10.8, 10.10, 10.11.

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

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Aaron Barak

ABSTAIN: None

RECUSE: None

- 10.2 Receive report for FY 2024/2025 City of St. Helena Water Supply Update and Projected Water Demand.

CEQA Determination: Exempt

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and File.

Resident Tom Belt requested item to be pulled for further discussion.

Assistant City Manager/Public Works Director, Joe Leach provided brief summary of item.

Mayor Dohring opened Public Comment; Public Comment was received by Tom Belt. Questions were answered by Assistant City Manager Leach.

Vice Mayor Michelle Deasy moved to approve staff's recommendation on Item 10.2. The motion was seconded by Council Member Kate Spadarotto and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Aaron Barak

ABSTAIN: None

RECUSE: None

- 10.4 Consideration and Approval of a Resolution (1) Authorizing Payment of Underbilled Amount of \$66,224.08 to Operational Technical Services (OTS) and (2) Authorizing the City Manager to execute Professional Services Agreement with OTS in a not-to-exceed amount of \$127,600 for six-months of temporary Wastewater Treatment Operator with SWRCB Wastewater Treatment Grade 4 Certification or higher.

CEQA Determination: Not a CEQA project

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Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

Resident Tom Belt requested Item 10.4 be pulled for further discussion.

Assistant City Manager/Public Works Director Leach provided brief update.

Mayor Dohring opened Public Comment; Public Comment was received by Tom Belt and Kelly Wheaton.

Item was brought back to Council for further discussion and questions.

Vice Mayor Michelle Deasy moved to approve resolution. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Aaron Barak

ABSTAIN: None

RECUSE: None

10.6 Request for Authorization to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project.

CEQA Determination: Exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15301, 15302, 15303 and 15061(b)(3).

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

To adopt the Resolution Authorizing the Public Works Department to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project (CIP R18-81).

Resident Anthony Micheli requested to pull item for further discussion.

Assistant City Manager/Director of Public Works Joe Leach provided brief update on the item.

Mayor Dohring opened Public Comment; Public Comment was received by Anthony Micheli, Kelly Wheaton and Tom Belt.

Discussion was turned over to the Council.

Vice Mayor Michelle Deasy moved to approve resolution. The motion was

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seconded by Mayor Paul Dohring and on roll call failed by the following vote:
AYES: Mayor Paul Dohring and Vice Mayor Michelle Deasy
NOES: Council Member Kate Spadarotto and Council Member Billy Summers
ABSENT: Council Member Aaron Barak
ABSTAIN: None
RECUSE: None

- 10.9 Approval of a Resolution Updating the City of St. Helena Authorized Signatories with the Local Agency Investment Fund (LAIF) of the California State Treasury.

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

Item was requested to be pulled by staff for further discussion.

Administrative Services Director, Mandy Kellogg provided brief update on the item.

Mayor Dohring opened Public Comment; Public comment was received by Mark Smithers, Christopher Warner, Arlene Corsetti and Elaine de Man.

Discussion was turned over to council where comments and questions ensued.

Council Member Kate Spadarotto moved to approve resolution. The motion was seconded by Vice Mayor Michelle Deasy and on roll call carried by the following vote:

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

11. PUBLIC HEARINGS

- 11.1 Consideration and proposed approval of a resolution approving the annexation of the property known as 945 Main Street, St. Helena, CA (APN 009-263-007), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 152.

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:

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It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD.

Assistant City Manager/Director of Public Works, Joe Leach presented the item.

Mayor Dohring opened the Public Hearing; no comments were received.

Discussion was turned over to the Council. Mayor Dohring requested that, for future annexation items, the property owner's name be listed to identify any potential conflicts of interest for Council Members.

Council Member Billy Summers moved to approve the resolution. The motion was seconded by Council Member Kate Spadarotto and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Michelle Deasy, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: Council Member Aaron Barak

ABSTAIN: None

RECUSE: None

Mayor Dohring called for a 10-minute recess at 7:35 p.m.

Mayor Dohring called the meeting back to order at 7:45 p.m.

12. OLD BUSINESS

12.1 Summary of Actions Taken To Address Fiscal Adversity and Describe Upcoming Steps and Seek Direction on Potential Actions

CEQA Determination: Not a CEQA project

Prepared By: Anil Comelo, City Manager

Recommendation:

Provide Direction On Potential Future Actions

City Manager, Anil Comelo reported on the item.

Mayor Dohring opened Public Comment; public comments were received by Kelly Wheaton, Garry Rose, Mark Smithers, Scott Anderson and Arlene Corsetti.

Discussion was turned over to the Council where comments and questions ensued. Council directed staff to schedule study sessions to discuss the sale of

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City properties and City finances. Staff will also coordinate with the Finance Committee to obtain more information on the topics presented in the presentation.

13. NEW BUSINESS

- 13.1 Consideration and Designation of Voting Delegates for vote(s) to be done at the 2025 League of California Cities Annual Conference business meeting.

CEQA Determination: Not a CEQA project

Prepared By: Andrew Bradley, Program Manager

Recommendation:

Consideration and Proposed Approval of:

1. Designating a Voting Delegate on Behalf of the City of St. Helena City Council; and
2. Designating Alternate Voting Delegates; and
3. The City Council authorizes the Voting Delegate and/or Alternate Voting Delegates to vote on any proposed resolutions on behalf of the City at the League of California Cities Annual Conference Business Meeting.

City Manager Anil Comelo introduced the item.

Council designated Council Member Barak as the voting delegate and City Manager Comelo as the alternate voting delegate.

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

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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 8:32 p.m.

CHALLENGING DECISIONS OF CITY ENTITIES

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

From: [Kelly Wheaton](#)
To: [Public Comment](#)
Subject: Rebuttal to remarks by Scott Anderson
Date: Thursday, August 21, 2025 1:51:57 PM

Dear Clerk,

Please include the following comment to the City Council in their packet for the next City Council Meeting.

Dear Mayor Dohring and City Councilmembers,

I want to call to the public and the council's attention the comments of Scott Andersen at the August 12, 2025 City Council Meeting. He began by saying, *"It's no longer a secret that St Helena is facing a financial crisis. But what's exciting is the crisis is actually presenting the community for a **once in a lifetime opportunity**."*

"Once-in-a-lifetime opportunity" was a red flag the minute I heard it because it is so often used as a marketing tactic, particularly in real estate, to create a sense of urgency and pressure, potentially leading to hasty decisions without examining the veracity of the claims and obscuring some of the risks.

His further comments justified my initial concerns. In the course of touting this opportunity, which is an initiative that he and Oliver Caldwell are promoting, Mr. Andersen not only misspoke, but also conflated some important issues. Consequently, I would like this clarification added to the public record as a written follow-up for the next City Council Meeting. Mr. Andersen said that he and Oliver Caldwell are promoting an initiative that would save St Helena. (Note: beware of people who are saving St Helena for Luxury Developers.) He states: *"In speaking with a friend of mine who was on the Finance Committee, who prepared the report in 2020, I was surprised to learn that the report did not include Adams Street of the Carnegie Building. The Finance Committee was told at the time to ignore these two buildings, these two assets because there was such an uproar by the community when it was put up for sale in 2016."*

FACT: The Carnegie Building in St. Helena, California, was **NOT** put up for sale in 2016.

FACT: Mr Andersen may be conflating the official Finance Committee established in 2024, with either the SHAPE Committee (2017-2018) or the Financing Civic Infrastructure Task Force (12/2019-5/2020), in order to give his words more legitimacy. The latter was called "Advisory group" by the City Manager.

Furthermore he goes on to say:

*"I am going to put forward an initiative to try to **educate** people. As a Real Estate Professional..."* I have seen the initiative. It is a classic "Bait and Switch." While it is being touted as an opportunity to SAVE LYMAN PARK, the primary purpose of the initiative being presented by Mr. Andersen and Oliver Caldwell seems to be to *sell* the Adams Street property to a 5-Star Hotel Developer, Richard Holland. The community has already expressed its opinion of that option...multiple times including in a non-binding referendum. The structural deficit as put forward on their website is the same numbers that Arlene Corsetti, chair of the SH Finance Committee, called "Budget Fluff." Based on the research of the finance committee, she believes the structural deficit is closer to 1.5 million. Nothing to ignore, but nothing to force us to act out of fear rather than common sense. [She spoke directly after Mr Andersen. You can review the tape here; Mr Andersen's remarks at 2:05 and Ms Corsetti at 2:09 <https://sthelena.civicweb.net/document/272185/J.I> think perhaps we do not need this sort of miseducation.

Mr. Andersen also insinuated that our taxes would be going up as a result of this deficit, but failed to mention that

the city **cannot raise taxes** without a vote of the citizens, and that would require 2/3rds of the residents voting in favor. (There is an exception for bonds funding affordable housing or public infrastructure projects, which only require 55% of the vote.) Given the results of the last election, it seems unlikely the citizens will approve any new taxes until they have seen a more concerted effort on the part of the city to *save* money and stop spending it on things we don't really need.

I'm sure the council is well aware of the inconsistencies in Mr. Andersen's comment. I just want to make sure that the misstatements were included in the public record.

Thank you

Respectfully,

Kelly Wheaton

1335 Inglewood Ave

--

Kelly Wheaton

a4est42@gmail.com

[Beginners Guide to Genetic Genealogy](#)

WheatonWood.com

From: [Jeff Farmer](#)
To: [Erika Opp](#)
Subject: minor correction to my letter
Date: Friday, August 22, 2025 3:03:26 PM

Hi Erika,

Minor correction in bold...

Honorable Mayor Dohring and City Council Members,

I want to thank Maya DeRosa for setting up the Housing meeting last week. It was an eyeopener.

It seems inevitable that new housing will be built somewhere on the ten sites the City has listed. Maybe not soon but eventually.

I believe we have an obligation to ensure the new homes are lived in rather than become just new groups of second homes. It would be wonderful if the City could force the buyers in some way to live here. My current understanding is this is not possible.

Since 2000 our population has dropped from 5,900 to 5,200 (US census). The real problem is getting more people to live here to reduce commutes, increase community engagement, create vibrant neighborhoods, and shoulder some of costs of living here. I find it ironic that we could just build these homes to satisfy the State and these real goals **do not** need to be addressed. Without different thinking we'll end up with more and more hollowed out neighborhoods. I have to think that the State doesn't really want this either.

I don't have an answer - just pointing out the problem. Can the city find some special funding that would incentivize buyers of theses homes to live here?

Jeff Farmer
Tainter Street

“HOW DO WE REFRAME THE HOUSING DISCUSSION?”

At last Tuesday evening’s City Council/Planning commission meeting, public comments and our guest speaker made clear, much of this conversation has centered on how little power we believe we have as a municipality – and how we might best resist or maneuver around state mandates, under the belief that doing so somehow protects or preserves our community.

Meetings like Tuesdays – however sincere – are often designed as much to mollify the appropriately engaged public and prepare them for the coming capitulation, when city officials say:

“Our hands are tied. There’s nothing we can do.” – A St. Helena chorus we become all too numb to?

But for a moment can we step away from our reflexive answers and be just a little honest with ourselves?

We repeatedly spend enormous time, energy and re\$ource\$ recrafting increasingly complex local laws – not to solve problems, but to delay or sidestep state mandates that were created specifically to address the very barriers we continue to reinforce. We are stuck in a loop – chasing our tails, threading needles, repeating the same cycles, and producing the same unproductive results.

So perhaps it’s time to pause and ask ourselves:

How did we get here? Why, year after year, do we continue to face a severe shortage of housing opportunities – and suffering the very real (on all fronts) community vibrancy and sustainability dampening consequences of failing to provide employers with an adequately housed workforce?

The simplest, most honest answer is this:

WE HAVE NOT BUILT ENOUGH HOUSING – AND NOT ENOUGH OF THE HOUSING WE NEED.

We are a city with a fixed footprint, with prohibitively expensive values, surrounded by protected zones. Densities are capped. And time and again, we’ve approached this challenge from a single perspective:

How do we stop change?

How do we delay it?

How do we preserve control – even when that control produces few results?

But have we ever truly paused to frame the issue differently?

What if we asked:

- **How can we work more effectively with both organizations and builders – not against them – and from the beginning – to create and shape projects that reflect our community’s values and meet its needs? Why do we not have a proactive strategy to solve the problem?**
- **What incentives are we offering to achieve the outcomes we actually want?**
- **What tools, critical land assets, or influence do we already have – and are we willing to put them on the table to create actual opportunities to build homes, of the type and affordability we actually need, and not just theoretical (and never built) units on a zoning map?**

I understand the legitimate concerns around property values, community, and change. These concerns are real. But so is our housing crisis. Until we define and make possible what we seek, we will continue to spin and spin. And the current approach – resisting from the sidelines – is simply not working.

We cannot keep having the same conversation and expect a different result. So let’s reframe this challenge – **not as a fight to stop housing, but as our opportunity – and responsibility to shape it.**



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 26, 2025
FROM:	Mario Traverso, Project Manager
SUBJECT:	Approval of the Measure U Master Funding Agreement and Authorization for the City Manager to execute the Agreement with Napa Valley Transportation Authority-Tax Agency.
RECOMMENDED ACTION:	Approve the resolution.
PREVIOUS COUNCIL ACTION:	Approval of the Measure T Master Funding Agreement on July 26, 2022.
STATEMENT OF THE PURPOSE:	Approval of the Measure U Master Funding Agreement and Authorization for the City Manager to execute the Agreement with Napa Valley Transportation Authority-Tax Agency.
FINANCIAL IMPACT:	None

BACKGROUND:

During the November 6, 2012 General Election the voters of Napa County approved a ½-cent sales tax increase known as Measure T (the Measure), the Napa Countywide Road Maintenance Act of 2012. The Measure became effective July 1, 2018, and is implemented and administered by the Napa Valley Transportation Authority - Taxing Authority ("NVTA-TA"). Tax proceeds are allocated among all local agencies within the County.

Measure T has been a significant funding source used for maintenance, reconstruction, and/or rehabilitation of streets, roads, and transportation infrastructure within the public right-of-way including but not limited to sidewalks, curb and gutters, curb ramps, lighting, traffic signage, striping, local roadway drainage, and intelligent transportation systems.

On February 13, 2018, the City entered into a Master Funding Agreement (Agreement No. STH Contract: 2018-036) with NVTA-TA that outlined funding conditions and procedures necessary for Local Agencies to receive sales tax disbursement.

On March 16, 2022, NVTA-TA adopted an amended Master Funding Agreement. The amended Master Funding Agreement repeals and replaces the original 2018 Master Funding Agreement, and requires approval from City Council.

In November 2024, Napa County voters approved Measure U, the Napa Valley Transportation Improvement Act. Measure U replaces Measure T, the Napa Countywide Road Maintenance Act passed in 2012, which expired on June 30, 2025. The measure continues a one-half cent sales tax to fund local and regional transportation improvements with additional provisions.

DISCUSSION:

Measure U extends the tax for 30 years until June 30, 2055 and provides a dedicated funding source for street and road maintenance, active transportation projects, and regional highway improvements. It also introduces updated performance, accountability, and flexibility requirements. NVTa has prepared a Master Agreement outlining the terms for fund allocation, project eligibility, reporting, and compliance, and distribution requirements.

In February, NVTa formed a Measure U working group including selected staff from each jurisdiction to review the draft. Since that meeting, feedback from legal counsel, public works directors, and finance directors has been incorporated. In May, NVTa retained Stradling LLC, as bond counsel to review the agreement and ensure compliance with legal and tax requirements for potential bond issuance. Their comments have been incorporated into the agreement.

The Master Agreement includes:

Distribution Formula: Based on average sales tax generation and lane miles (for the County), recalculated every five years.

Maintenance of Effort: Requires jurisdictions to maintain spending at 20% of prior-year revenue levels.

7% Active Transportation Requirement: Equivalent fund commitment for bike and pedestrian infrastructure.

5% Flex Fund Allowance: For broader transportation investments over the life of the measure.

Distribution of Funds: The methodology to distribute Measure U receipts.

Project Programming, Reporting and Compliance: Includes biennial five-year project lists, semi-annual progress reports, financial audits, and signage requirements, etc.

Execution of this agreement is required for each jurisdiction to begin receiving Measure U funds in FY 2025–26.

A summary of changes found in the Measure U when compared to Measure T include:

Section 5: The most significant update provided by Measure U is a new ability bond against future Measure U revenues and service bonds.

Section 6: Measure T required 6.67% of allocations be used for development, construction or maintenance of Class I active transportation projects. Measure U is amended to require 7% contribution toward projects of the same. Additionally, Measure U is approved for use on Class IV facilities (separated bike lanes). Currently, the City's contribution requirement is met by it's obligation to the Vine Trail, Yountville to St. Helena segment.

Section 10: New provisions to divert additional funds to NTVA to support the Regional Transportation Enhancement Program, \$6 million total over five years in total. Regional Transportation Enhancement Program projects include Highway 29 at Jameson Canyon improvements among other significant County improvement projects.

A copy of the Master Funding Agreement is included as Attachment 2 to this staff report.

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 1: Strengthen Financial Sustainability

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

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

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution](#)

[Attachment 2 - Master Agreement Measure U](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION APPROVING THE MASTER AGREEMENT
WITH THE NAPA VALLEY TRANSPORTATION AUTHORITY –
TAX AGENCY FOR NAPA VALLEY TRANSPORTATION
IMPROVEMENT ACT, ALSO KNOWN AS MEASURE U
FUNDS**

RECITALS

- A. On November 5, 2024 the voters of Napa County passed the Napa Valley Transportation Improvement Act, also known as Measure U, a continuation of Measure T, which imposes a half cent transaction and use (sales) tax to provide supplemental funding for road maintenance as detailed in the Measure U Expenditure Plan; and
- B. The Napa Valley Transportation Authority – Tax Agency (NVTA-TA) has been designated to administer and oversee the Measure U program and revenue disbursement; and
- C. The City of St. Helena is an eligible recipient of Measure U funds, to be used for eligible transportation projects consistent with the Measure U Expenditure Plan and the Master Agreement; and
- D. The City of St. Helena has entered into a Master Agreement, developed by NVTA-TA, to guide the implementation of Measure U funding, define roles and responsibilities, establish fund eligibility criteria, outline reporting requirements, and provide consistency among all participating jurisdictions; and
- E. Approval of the Master Agreement is required for the City of St. Helena to receive Measure U revenues, effective July 1, 2025; and
- F. The Master Agreement sets forth procedures regarding project eligibility, Maintenance of Effort, Equivalent Fund contributions, 5% Flex Funds, financial reporting, and other responsibilities; and
- G. Measure U project(s) will comply with the requirements under the California Environmental Quality Act (California Code Sections 21000 et seq.; as

implemented through California Regulations Title 14, Chapter 3, Sections 15000 et seq.)

RESOLUTION

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

1. The St Helena City Council hereby adopts Measure U Master Agreement between the City of St. Helena and the Napa Valley Transportation Authority – Tax Agency

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

**MASTER AGREEMENT
OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY – TAX AGENCY

AND THE CITIES OF
AMERICAN CANYON, CALISTOGA, NAPA, ST. HELENA,
THE TOWN OF YOUNTVILLE, THE COUNTY OF NAPA,
AND
THE NAPA VALLEY TRANSPORTATION AUTHORITY**

NVTA-TA AGREEMENT NO. 2025-C01

CITY OF NAPA AGREEMENT NO. _____

COUNTY OF NAPA AGREEMENT NO. _____

CITY OF AMERICAN CANYON AGREEMENT NO. _____

CITY OF CALISTOGA AGREEMENT NO. _____

CITY OF ST. HELENA AGREEMENT NO. _____

TOWN OF YOUNTVILLE AGREEMENT NO. _____

NVTA AGREEMENT NO. _____

NVTA-TA Board of Directors Approval Date: July 16, 2025

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43. TOWN OF YOUNTVILLE SIGNATURE PAGE 21

44. CITY OF CALISTOGA SIGNATURE PAGE.....22

45. NAPA VALLEY TRANSPORTATION AUTHORITY SIGNATURE PAGE 23

[This section left intentionally blank]

This Master Agreement (“Agreement”) commencing on 1st day of **July, 2025**, by and between the Napa Valley Transportation Authority – Tax Agency, a local transportation agency authorized by the provisions of Division 19 of the California Public Utilities Code, hereinafter referred to as (“NVTA-TA”), and Cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, the County of Napa (the “County”) and the Napa Valley Transportation Authority (“NVTA”), each individually an “Agency” and hereinafter collectively referred to as (“Jurisdictions”), to guide the distribution of revenues generated by the Napa Valley Transportation Improvement Act, commonly known as Measure U. NVTA-TA and Jurisdictions are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the voters of Napa County approved the Napa Valley Transportation Improvement Act (herein referred to as Measure U) at the General Election held on November 5, 2024; and

WHEREAS, Ordinance No. 2024-01, attached hereto as EXHIBIT A (Measure U), does hereby replace Ordinance No. 2012-01, Napa Countywide Road Maintenance Act (Measure T) effective July 1, 2025; and

WHEREAS, the sales tax proceeds generated as of July 1, 2025 will be used to pay for the projects eligible under Measure U, submitted by and allocated to the Jurisdictions, as set forth in Measure U and as approved by the Jurisdictions’ governing boards and by NVTA-TA; and

WHEREAS, the NVTA-TA Board of Directors approved this Agreement on July 16, 2025.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein, the Parties agree as follows:

1. PURPOSE.

This Agreement is entered between NVTA-TA and Jurisdictions to document the funding conditions necessary for the Jurisdictions to receive Measure U sales tax disbursements.

2. TERM.

Thirty (30) years from the commencement date of July 1, 2025, unless amended.

3. ANNUAL AND NET RECEIPTS.

Proceeds available for the Local Streets and Roads Maintenance Program under the Expenditure Plan (herein referred to as “Local Streets and Roads Maintenance”) shall be allocated in accordance with Ordinance No. 2024-01 and any amendments made to Measure U. Net Receipts Available for Agency Distribution (as hereinafter defined), plus interest earned on unobligated balances, shall be apportioned to the Jurisdictions’ transportation improvement account on a quarterly basis in accordance with Ordinance No. 2024-01 and any amendments made to Measure U.

4. FINANCING.

"Pay-as-you-go" financing is the primary method used unless an Agency, with NVTa-TA's concurrence, determines and approves in advance that bond financing is a more appropriate alternative for the delivery of such Agency's own projects. The issuance of Agency Bonds (as hereinafter defined) may be subject to an Agency satisfying certain debt service coverage ratios that will be determined by the NVTa-TA Board prior to the issuance of the applicable Agency Bonds.

5. COST OF DEBT SERVICE ON BONDS.

In accordance with Measure U, the cost of debt issuance, debt service, and other costs relating to bonds or other evidence of indebtedness issued or incurred by NVTa-TA on behalf of an Agency for the purpose of financing such Agency's projects (the "Agency Bonds") will be borne by the individual Agency from Net Receipts Available for Agency Distribution otherwise apportioned to such Agency pursuant to Section 3 above. In addition, debt service on bonds or other evidence of indebtedness issued or incurred by NVTa-TA for purposes of financing Regional Transportation Enhancement Program projects (the "RTEP Bonds" and, collectively with the Agency Bonds, the "Bonds") will be deducted from Net Receipts (as hereinafter defined) in the manner described in Section 8 of this Agreement. Any Bonds or other financing instruments issued by NVTa-TA shall have priority in both lien and payment to the other applications of Net Receipts, as set forth in Section 12 of this Agreement.

6. PROJECT FUNDING SOURCES (7% Equivalent Funds).

Parties collectively must demonstrate that at least seven percent (7%) of the dollar amount of the allocations each year for the Local Streets and Roads Maintenance Program have been committed to the project development, construction, and maintenance of Class I and/or Class IV active transportation infrastructure project(s) identified in the adopted Countywide Active Transportation Plan (CTP), including any amendments thereof. NVTa will maintain and annually update a database of each jurisdiction's, including NVTa's, contributions towards the 7% Equivalent funds and calculate the collective commitment of funds.

Up to twenty percent (20%) of the requirement may be met by routine maintenance expenditures.

The base year for calculating the seven percent (7%) equivalent funds will be determined using the most recent audited year of Measure T revenues, FY2023-24 for each jurisdiction to calculate the Measure U 7% Equivalent Funds as seen in Table 1. Equivalent calculations for Measure U are based on the total proceeds received by each jurisdiction, less administrative costs, the Regional Transportation Enhancement Program, debt service, and other mandatory costs.

Funding for Class I and/or Class IV projects that are funded by philanthropy, state discretionary funding or federal discretionary funding shall not count toward the seven percent (7%).

[This section left intentionally blank]

Table 1. Sales Tax Receipts

---->>> MEASURE U							
Fiscal Year Ending June 30,	2022	2023	2024	2025	2026	2027	2028
Forecast Year	-3	-2	-1	0	1	2	3
Actual, Budget or Forecast	Actual	Actual	Actual	Projection	Projection	Projection	Projection
Sales Tax Receipts & Interest Earnings	24,824,105	25,551,011	25,237,575	25,200,000	25,830,900	26,476,600	27,138,700
Admin Costs - Sales Tax Program	0	0	0	0	(516,600)	(529,500)	(542,800)
NVTA-TA RTEP (Years 1-5)	-	-	-	-	(1,200,000)	(1,200,000)	(1,200,000)
Net Revenues For Distribution to Jurisdictions (Before Debt Service)	24,824,105	25,551,011	25,237,575	25,200,000	24,114,300	24,747,100	25,395,900
				Measure T	Measure U -->		
Actuals/Forecast	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
City of Napa	9,987,077	10,280,245	10,152,878	10,173,200	9,718,100	9,973,100	10,234,500
County of Napa	9,811,902	10,096,986	9,967,254	9,966,800	9,286,400	9,530,100	9,780,000
American Canyon	1,905,632	1,961,376	1,936,684	1,920,400	1,962,900	2,014,400	2,067,200
St. Helena	1,460,410	1,502,872	1,483,953	1,475,800	1,579,500	1,620,900	1,663,400
Calistoga	668,273	687,914	679,540	666,400	722,600	741,500	761,000
Yountville	668,273	687,914	679,540	666,400	844,000	866,100	888,900
NVTA Admin	248,631	257,879	257,685	252,000	516,600	529,500	542,700
NVTA RTEP	-	-	-	-	1,200,000	1,200,000	1,200,000
ITOC	73,907	75,825	80,041	79,000	-	-	-
	\$ 24,824,105	\$ 25,551,011	\$ 25,237,575	\$ 25,200,000	\$ 25,830,100	\$ 26,475,600	\$ 27,137,700
Equivalent Calculation				Total Proceeds	\$ 25,830,900	\$ 26,476,600	\$ 27,138,700
Net Revenues For Distribution to Jurisdictions				Net Proceeds	\$ 24,114,300	\$ 24,747,100	\$ 25,395,900
TOTAL	13,513,046	3,723,903	3,548,444	0	\$ 1,758,935	\$ 1,767,540	\$ 1,735,786
Accumulated Balance			11,820,008	11,820,008	10,061,073	8,293,533	6,557,747

7. PRIVATE SECTOR FUNDING.

Revenues provided from Measure U, shall not be used to replace private developer funding that has been or will be committed for any project to help alleviate the direct traffic impacts of any new or redeveloped residential, commercial, or industrial development in Napa County or its cities/towns.

8. EXPENDITURE PLAN SUMMARY.

Improvements identified on the Expenditure Plan as “projects” and “programs” as prescribed in Measure U, shall be funded by one-half of one percent (1/2%) transactions and use tax under Measure U.

The Net Receipts available for distribution to each Agency for the Local Streets and Roads Maintenance Program must be used for maintenance, reconstruction or rehabilitation of local streets, roads, and infrastructure within the public right-of-way. Up to five percent (5%) (herein referred to as “5% Flex Funds”) of allocations distributed to each Agency may be used on other transportation projects including roadway capacity projects. The 5% Flex Funds is over the life of the Ordinance No. 2024-01 and will include all debt issuance costs associated with projects funded with the 5% Flex Funds.

The amount transmitted from the California Department of Tax and Fee Administration (“CDTFA”) to the NVTA-TA will consist of the Measure U sales tax receipts collected by CDTFA, less any deduction for CDTFA’s services in connection with the Measure U sales tax (“Net Receipts”).

Net Receipts remaining following the deduction of (i) debt service payments on any RTEP Bonds and any other costs related to the RTEP Bonds, (ii) all administrative costs, including an allocation of no more than two percent (2.0%) of Net Receipts for NVTAs administrative costs, and (iii) the RTEP Set-Aside amounts (the Net Receipts following such deductions are referred to herein as the “Net Receipts Available for Agency Distribution”) shall be allocated to the Jurisdictions as follows: (A) the Cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville will be allocated a percentage distribution based on the proportionate sales tax generation in each respective Agency, calculated using the average of the three most recent audited years of sales tax generations per Ordinance No. 2024-01 and (B) the County will be allocated an amount based on fifty percent (50%) sales tax generation within the unincorporated County calculate using the average of the three most recent audited years of sales tax generations and fifty percent (50%) proportionate lane miles in the unincorporated County.

An Agency will receive no less than three percent (3%) of the Local Streets and Roads Maintenance revenues. Once the percentage distributions are calculated, an adjustment will be applied to normalize the total annual program to one hundred percent (100%) of the revenues available for distribution to the Jurisdictions.

Local Street and Road Example Formula

Table 2. LSR Example Formula

Column Number	A	B	C	D	E	F	G
Jurisdiction	Return to Source Amount		Lane Miles		Sub-total	Final Distribution	3% Floor
	Value (in 1,000s)	%	Value	%	County = (B+D)/2; Cities=B	Normalize to 100%	
American Canyon	\$ 3,261	8.9%	112.8	7.5%	8.9%	8.0%	8.0%
City of Napa	\$ 16,493	45.0%	467.6	31.0%	45.0%	40.3%	40.2%
Yountville	\$ 1,401	3.8%	16.6	1.1%	3.8%	3.4%	3.4%
St. Helena	\$ 2,703	7.4%	51.5	3.4%	7.4%	6.6%	6.6%
County of Napa	\$ 11,665	31.8%	828.7	55.0%	43.4%	38.9%	38.8%
Calistoga	\$ 1,131	3.1%	30.6	2.0%	3.1%	2.8%	3.0%
Total	\$ 36,654	100.0%	1,507.8	100.0%	111.6%	100.0%	100.0%

The above Local Streets and Road Formula is an illustrative example of the formula calculation and is subject to change upon the five-year update. See EXHIBIT F for FY26-FY30 Formula.

Total Sales Tax Data is derived from NVTAs consultant reports of the total sales tax generations in a quarter. The total sales tax is also known as the 1% Bradley Burns local sales and use tax. Transactional or other local taxes are not used in the formula calculations. The NVTAs will use the total sales taxes for FY 2024, FY 2023, and FY 2022 for the FY 2026-30 LSR Example percentage calculation.

Net Receipts Available for Agency Distribution shall be deposited in a special fund (the “Special Revenue Fund”), used solely for the identified improvements as prescribed in Measure U, and made available to the Jurisdictions responsible for the improvements in the Expenditure Plan.

9. EXPENDITURE PLAN PROCEDURES.

Beginning on July 1, 2025, then biennially thereafter from July 1, 2027, each Agency shall develop and submit to NVTA-TA a five-year list of projects to be funded with revenues made available for the Local Streets and Roads Maintenance Program and other transportation projects funded by 5% Flex Funds, in accordance with Measure U (each, an “Agency Expenditure Plan”).

Each Agency shall conduct a public meeting and adopt a resolution substantially in the form of the resolution included as EXHIBIT C: Project List Adoption Resolution Template, in support of the proposed list of projects before submitting the project list to NVTA-TA. Jurisdictions must also identify in the five-year project list, those projects that require funds to be advanced through bonding, borrowing and/or funding exchange.

Prior to NVTA-TA approval, the Independent Taxpayer Oversight Committee (ITOC) shall consider each Agency’s biennial five-year list of projects (EXHIBIT B) and make a finding that such projects are consistent with the intent of Measure U and make a recommendation on which of the items on those project lists should be approved to NVTA-TA. An Agency Expenditure Plan may be amended by an Agency by conducting a public meeting and adopting a revised resolution with the amended Agency Expenditure Plan.

Parties will be encouraged to purchase goods and services for the project(s) from Contractors/Consultants/Suppliers based in Napa County, unless restricted by regulations guiding other funding sources included in the project funding. Parties must also fully consider the needs of non-motorized travelers, including pedestrians, bicyclists, and persons with disabilities, in all planning, maintenance, construction, operations, and project development activities and products. Projects funded in full or in part with NVTA-TA revenues shall endeavor to not remove or reduce existing facilities for bicycling or pedestrians.

10. MAINTENANCE OF EFFORT.

To meet the Maintenance of Effort (MOE) requirement prescribed in Measure U, each Agency will expend, at a minimum, twenty percent (20%) of the Agency’s most recent audited year local streets and roads sales tax revenue in local general fund revenues.

In each subsequent year after the initial year, the Agency must allocate 20% of its most recent audited fiscal year’s receipts, not to increase by more than two percent (2%) of the prior year’s MOE amount. The initial year of the MOE calculation is based on Measure T proceeds to the jurisdictions in the year ended June 30, 2024.

The 20% MOE calculation will be based on the most recent audited fiscal year available at the time of annual certification deadline by May 15th. This calculation accounts for deductions made before Net Receipts are allocated to the Jurisdictions, including NVTA’s administrative allocation of up to 2% of Net Receipts, the \$1.2 million per year for the first five years of the Regional Transportation Enhancement Program (\$6 million total), and RTEP Bond related costs and debt service payments for up to \$50 million aggregate principal amount of RTEP Bonds issued to deliver the Regional Transportation Enhancement Program.

Any Agency that does not meet its local MOE requirement for a five-year average period shall have its funding for the next year reduced by the amount the Agency did not meet its required average MOE level for the five years prior. Any funds not allocated due to the failure to meet the MOE requirement shall be reserved for the Agency until all MOE expenditures are fulfilled.

11. COOPERATIVE FUNDING EXCHANGE AGREEMENTS.

To maximize the effectiveness of the proceeds provided from Ordinance No. 2024-01, NVTA-TA and/or Agency may loan proceeds received, allocated or granted to any public agency party to this agreement provided that the percentage of proceeds allocated as provided is maintained over the duration of the Ordinance. Any exchange or loan agreement must include detailed repayment provisions, including appropriate interest earnings based upon the current treasury rate of interest. All loans and/or exchanges must be approved by NVTA-TA by a majority vote and shall be consistent with all rules approved by NVTA-TA relating thereto.

12. ALLOCATION & DISBURSEMENT OF MEASURE U RECEIPTS.

In accordance with Measure U, the Net Receipts received from the CDTFA will be disbursed in the following order:

1. Bonds: In the event that any Bonds are issued by NVTA-TA and for so long as any Bonds remain outstanding, costs related to the Bonds shall be paid and debt service on the Bonds shall be paid or set-aside at the times and in the amounts set forth in the indenture or other document pursuant to which such Bonds were issued or incurred or as set forth in any document relating to the Bonds, including any credit or liquidity facility documents.
 - A. RTEP Bonds: As set forth in Section 8 of this Agreement, debt service on any RTEP Bonds and any costs related to the RTEP Bonds shall be deducted from Net Receipts for purposes of determining Net Receipts available for Agency distribution. The debt service payment schedule for RTEP Bonds will be determined prior to the time of issuance.
 - B. Agency Bonds: In the event that an Agency causes NVTA-TA to issue Agency Bonds for the purpose of financing such Agency's projects, payments for costs associated with such Agency Bonds, other costs of financing and debt service on such Agency Bonds shall be deducted from the applicable Agency's annual Local Streets and Road Maintenance Allocation and such debt service costs will not be deducted from Net Receipts for purposes of determining the total amount of Net Receipts Available for Agency Distribution. The distribution of the Local Streets and Roads Allocation set forth in 4 below to an Agency that has any outstanding Agency Bonds will be net of the costs relating to such Agency Bonds and actual debt service paid or set-aside in accordance with the indenture or other documents relating to such Agency Bonds. The debt service payment schedule with respect to an issue of Agency Bonds will be determined prior to the time of issuance and must comply with the covenants and requirements within the indenture or other bond documents.

2. NVTA Administration: A deduction of two percent (2%) of Net Receipts will be withheld for administration purposes.
3. Regional Transportation Enhancement Program (RTEP Set-Aside)- Year 1 (FY2026) to Year 5 (FY2030): A deduction of \$1,200,000 per year distributed in monthly installments for the five fiscal years beginning in Fiscal Year 2025-26 and ending in Fiscal Year 2029-30 for a total amount of \$6,000,000.
4. Local Streets and Roads Maintenance Allocation: Following the disbursements outlined above, the remaining Net Receipts Available for Agency Distribution will be allocated—though not immediately distributed—to each Agency according to the current Local Streets and Roads funding formula, which is updated every five years. Distribution of funds will occur after debt service on the Agency Bonds has been paid or set-aside in accordance with the indenture or document pursuant to which such Agency Bonds were issued.

No other allocation shall occur.

The County Auditor-Controller (or bond trustee, if applicable) will receive Net Receipts from CDTFA on a monthly basis or as determined by CDTFA methodology for the distribution of receipts. The NVTA-TA will allocate the funds based on the current Measure U disbursement methodology stated in this Section and provide the County Auditor-Controller with a claim specifying the disbursement amounts for each jurisdiction. Jurisdictions will receive a quarterly letter indicating the full allocation of the Net Receipts available for Agency distribution and the amount of proceeds that each Agency will receive; net of any portion of an Agency's allocation of Net Receipts available for Agency distribution withheld for debt service and/or other mandatory fees relating to any Agency Bonds issued on behalf of such Agency.

Funds will be allocated to the Jurisdictions, as directed by NVTA-TA, on a calendar quarterly basis. Disbursements, including any accrued interest, will be made in a timely manner, but no later than the end of the following quarter. Each agency must deposit its Measure U revenues into a separate, interest-bearing Special Revenue Fund.

NVTA will provide the jurisdictions a five-year funding projection annually prior to the commencement of the new fiscal year.

In the event that any Bonds are issued, NVTA-TA may enter into an agreement with the CDTFA to provide for the direct transmittal of Net Receipts to the bond trustee for the Bonds. The bond trustee for any Agency Bonds or RTEP Bonds shall be the same institution.

13. ALLOCATION & DISBURSEMENT OF MEASURE T RECEIPTS.

Sales tax remittances from the CDTFA for the tax reporting period ending June 30, 2025, along with any interest earned for monies kept in the Treasury through June 30, 2025, will be allocated in accordance with the Measure T agreement. Subsequent collections and interest earnings beginning with sales tax remittances from CDTFA for tax periods starting July 1, 2025, will be allocated in accordance with this Agreement.

14. REGIONAL TRANSPORTATION ENHANCEMENT PROGRAM.

Regional funds may be used on any of the Regional Transportation Enhancement Programs and/or projects and may not exceed \$56 million, excluding Low-Income Transit Subsidies, which will be paid for out of NVRTA-TA's administrative allocation.

Project Name	Amount
SR 29/SR 12 – Intersection Improvements at SR 29 and Jameson Canyon/Airport Road and SR 12/Kelly Road	Costs for capital projects funded by the Napa Valley Transportation Improvement Act may not exceed \$56 million.
SR 29-American Canyon – Operational Improvements on SR 29 between Napa Junction and American Canyon Road	
SR 29-SR 12/121 – Intersection Improvements at SR 29/Carneros Highway	
Highway Operations and Emergency Evacuation– may include highway system adaptive messaging signs and Vine Transit emergency evacuation operations, or other transportation projects related to emergency evacuation routes.	
Low Income Transit Subsidies	
Fares for Veterans, Persons with Disabilities, Seniors, and Students	Estimated annual cost of \$10,000 and funded from NVRTA-TA's 2% administrative allocation or other NVRTA-TA revenues not derived from Measure U.

The distribution of funding for the Local Streets and Roads Maintenance Program percentage for FY26 to FY30 is based on Transaction and Use Tax for Fiscal Years 2021-22 (FY22), 2022-23 (FY23), and 2023-24 (FY24).

Project	Percentage Distribution
American Canyon	8.14%
Calistoga	3.00%
City of Napa	40.30%
Napa County	38.51%
St. Helena	6.55%
Yountville	3.50%
Total	100.0%

15. COST ELIGIBILITY.

Cost eligibility shall be determined by NVRTA-TA based upon Jurisdictions' approved five-year project list. Funds may be expended only for streets and roads project(s) and 5% Flex Fund projects included on the Jurisdictions' approved five-year project list. Flex Fund projects must be included in an Agency's approved five-year project list and approved by the NVRTA-TA Board to be eligible.

16. BUDGET AND SCOPE.

Jurisdictions shall maintain a project(s) or program budget. Jurisdictions shall carry out the project(s) and shall incur obligations against and make disbursements of Measure U sales tax receipts in conformity with the requirements of this Agreement and the budget.

17. PROJECT MANAGEMENT.

Jurisdictions shall be responsible for the project(s) and provide for the management of consultant and contractor activities for which Jurisdictions' contracts, including responsibility for schedule, scope, and budget.

18. PROJECT OVERSIGHT.

Jurisdictions shall cooperate with NVTA-TA staff or its consultants for project information and financial information necessary to fulfill the requirements outlined in Measure U.

19. ATTRIBUTION AND SIGNAGE.

If any portion of Measure U sales tax revenues is used for production of reports, acknowledgment of the NVTA-TA's role shall be included in the documents. If any project(s) funding receives \$250,000 or more, Jurisdictions shall, upon initiation of field work or at the earliest feasible time, thereafter, install and maintain a sign or signs at the construction site, utilizing the adopted Measure U logo and text, identifying the Jurisdictions and NVTA-TA.

Jurisdictions shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of future Measure U allocations. Jurisdictions are encouraged, but not required to provide signage for projects with a value of less than \$250,000.

20. COMPLIANCE WITH LAW.

In the performance of its obligations pursuant to this Agreement, Jurisdictions shall keep fully informed of the Federal, State, and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

21. ENVIRONMENTAL COMPLIANCE.

Jurisdictions shall comply with the requirements under the California Environmental Quality Act (California Public Resources Code Sections 21000 *et seq.*; as implemented through California Code of Regulations Title 14, Chapter 3, Sections 15000 *et seq.*). Prior to commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed. Estimated costs in the Expenditure Plan include the cost of such environmental review.

22. FINANCES.

All costs charged to the project(s) shall be supported by properly prepared and documented time records, invoices, vouchers, or other documentation evidencing in detail the nature and propriety of the charges.

Jurisdictions shall provide a system generated general ledger, trial balance report and other detailed expenditure listing for the Special Revenue Fund. The reporting period for the trial balances will be September 30, December 31, March 31, and June 30. The Jurisdictions will provide the Trial Balances upon the quarterly close, or 30 days thereafter, whichever comes first.

23. RECORDS.

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project(s) shall be maintained by the Jurisdictions for a period of five (5) years after project(s) closeout or termination of this Agreement. Such project(s) documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project(s).

24. ELIGIBLE EXPENSES.

Jurisdictions shall expend funds only on eligible direct expenses as follows: operating costs, direct staff time (salary and benefits), material costs related to construction of improvements, consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of Measure U and of the Public Utilities Code Section 180000 et seq.

If during an audit or a semi-annual expenditure review it is determined that an ineligible expense(s) was made, the Jurisdictions will be required to transfer the amount of ineligible expense into the Special Revenue Fund from any source other than Measure U Funds.

NVTA-TA shall provide notice to Jurisdictions of any audit determination if any expenditure made by Jurisdiction(s) is found not to comply with this Agreement, the Expenditure Plan or Measure U promptly after NVTA-TA becomes aware of any such finding.

25. AUDITS AND REVIEWS

Jurisdictions shall cooperate with and allow NVTA-TA's financial auditor, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other financial or operational data and records regarding the Measure U projects, and to audit the books, records, and accounts of the Jurisdictions and its contractors for financial or operational compliance, if requested. Jurisdictions are subject to Accounting, Reporting and Auditing Guidelines (EXHIBIT G).

NVTA-TA reserves the right to request an informal review or formal financial, compliance, project or performance audit of other third-party contracts for any reason related to Measure U, the MOE methodology and calculation, or Equivalent Funds provisions. Copies of reviews or audits performed in fulfillment of such requirements will be provided from the NVTA-TA to the jurisdiction.

26. PROJECT REPORTING AND CLOSEOUT PROCEDURES.

Jurisdictions shall provide to NVTA-TA a Semi-Annual Update on Expenditures as outlined in Accounting, Reporting and Auditing Guidelines (EXHIBIT G).

27. INDEMNIFICATION.

To the fullest extent permitted by law, NVTA-TA and Jurisdictions shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement.

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.

28. INTEGRATION.

This Agreement represents the entire agreement of the Parties with respect to the subject matter thereof. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

29. AMENDMENT.

Except as otherwise provided herein, this Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

30. INDEPENDENT AGENCY.

Agency performs the terms and conditions of this Agreement as an entity independent of NVTA-TA. None of Jurisdictions' agents or employees shall be agents or employees of NVTA-TA. No third parties have any rights or remedies under this Agreement.

31. ASSIGNMENT.

The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

32. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES.

This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of NVTA-TA or Jurisdictions, as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

33. LEGAL EXPENSES.

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this Agreement and the transactions hereby contemplated. Jurisdictions may not use Measure U funds, or other NVTa-TA or NVTa programmed funds, for the aforementioned purpose.

34. SEVERABILITY.

Should any part of this Agreement be declared unconstitutional, invalid, or beyond NVTa-TA of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

35. ACCEPTANCE OF ALLOCATION.

Each Agency does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this Agreement are true and correct and does hereby accept NVTa-TA's allocations and agrees to all the terms and conditions of this Agreement. The Parties have executed this Agreement as of the date first written above, and it shall remain in effect until such time as no Measure U revenues remain available for expenditure, or until this Agreement is rescinded in accordance with this Agreement. For any disputes or difference in interpretation, the Ordinance shall supersede this Agreement and/or the Process and Procedures Manual.

36. FEDERAL AVIATION ADMINISTRATION REVENUE POLICY.

The Parties agree that Measure U sales tax collected on the sale of jet fuel at the Napa County Airport must be expended in compliance with Federal Aviation Administration's (FAA) Revenue Use Policy. The Parties responsibilities related to said compliance are set forth below:

The County's responsibilities:

- Allocate a portion of the Measure U funds as those funds are received by the County in an amount at least equivalent to the Measure U sales tax revenue on jet fuel at the Napa County Airport towards rehabilitation and maintenance of public roads that will meet the requirements of the FAA's Revenue Use Policy and Measure U.
- Report to NVTa-TA Measure U sales tax revenues generated on the sale of jet fuel at the Napa County Airport.

NVTa-TA's responsibilities:

- Submit reports to FAA when expressly requested by FAA in coordination with the NVTa Auditor on the use of Measure U funds in compliance with the FAA's Revenue Use Policy.

37. COMPLIANCE WITH TAX LAW REPORTING REQUIREMENTS

The Jurisdiction agrees to comply with all applicable state and federal tax laws, regulations, and reporting requirements, including but not limited to the timely filing of required tax forms, information returns, and disclosures. This includes compliance with Internal Revenue Service (IRS) reporting obligations, state tax reporting and disclosure requirements, federal tax reporting and disclosure requirements, and any other applicable governmental tax reporting standards. The Jurisdiction shall maintain accurate records and provide any documentation necessary to demonstrate such compliance upon request by the NVT-A. An Agency shall trace the proceeds and interest earnings on any Agency Bond proceeds received by it and comply with all tax covenants required by NVT-A or the Agency to ensure the interest on any tax-exempt bonds is excluded from gross income for federal and state income tax purposes.

38. EXHIBITS.

The following Exhibits are hereby referenced to provide guidance to the jurisdictions and Measure U Program Manual:

EXHIBIT A - Measure U Ordinance and Expenditure Plan

EXHIBIT B - Five-Year Project List Template

EXHIBIT C - Project List Adoption Resolution Template

EXHIBIT D - Progress Report Template

EXHIBIT E – Maintenance of Effort Certification Resolution Template

EXHIBIT F – Local Streets and Roads Funding Formula for FY26-FY30

EXHIBIT G – Accounting, Reporting, and Auditing Guidelines

EXHIBIT H – Equivalent Funds Certification Resolution Template

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39. SIGNATURE PAGE- COUNTY OF NAPA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTa-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTa-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTa-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Ryan Alsop, County Executive Officer

ATTEST:

By: _____ Date: _____
Name: _____ County Clerk

APPROVED:

By: _____ Date: _____
Name: Thomas Zeleny, County of Napa Counsel

40. SIGNATURE PAGE- CITY OF NAPA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTa-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTa-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTa-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____ Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____ City Clerk

APPROVED:

By: _____ Date: _____
Name: _____, Legal Counsel

41. SIGNATURE PAGE- CITY OF ST. HELENA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTa-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTa-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTa-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____ Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____ City Clerk

APPROVED:

By: _____ Date: _____
Name: Ethan Walsh, Legal Counsel

42. SIGNATURE PAGE- CITY OF AMERICAN CANYON

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTa-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTa-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTa-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____ Mayor or City Manager

ATTEST:

By: _____ Date: _____
Name: _____ City Clerk

APPROVED:

By: _____ Date: _____
Name: David Schwarz, Legal Counsel

43. SIGNATURE PAGE- TOWN OF YOUNTVILLE

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTa-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTa-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTa-TA General Counsel

"JURISDICTION"

By: _____ Date: _____
Name: _____ Mayor or Town Manager

ATTEST:

By: _____ Date: _____
Name: _____ Town Clerk

APPROVED:

By: _____ Date: _____
Name: _____, Legal Counsel

44. SIGNATURE PAGE- CITY OF CALISTOGA

Napa Valley Transportation Authority – Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTa-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTa-TA Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTa-TA General Counsel

CITY OF CALISTOGA

By: _____ Date: _____
Name: Laura Snideman, City Manager

ATTEST:

By: _____ Date: _____
Name: Yudiana Galvan, City Clerk

APPROVED:

By: _____ Date: _____
Name: Michelle M. Kenyon, Legal Counsel

45. SIGNATURE PAGE- Napa Valley Transportation Authority

Napa Valley Transportation Authority- Tax Agency

By: _____ Date: _____
Name: Danielle Schmitz, NVTa-TA Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTa-TA Board Secretary

APPROVED:

By: _____ Date: _____
Osman Mufti, NVTa-TA General Counsel

Napa Valley Transportation Authority (NVTa)

By: _____ Date: _____
Name: Danielle Schmitz, NVTa Executive Director

ATTEST:

By: _____ Date: _____
Name: Laura Sanderlin, NVTa Board Secretary

APPROVED:

By: _____ Date: _____
Name: Osman Mufti, NVTa General Counsel



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 26, 2025
FROM:	Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution (1) Awarding the S18-70 Replacement 1% of Sewer Mains Annually Project & the S24-02 High Priority Pipeline Replacement Project & the CDBG Downtown Sewer Lateral Replacement Project to JD General Engineering Corp in the amount of \$1,037,451; (2) Authorizing the City Manager to execute the Construction Contract with JD General Engineering Corp; (3) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% for Projects S18-70 & S24-02, and 25% for CDBG Sewer Repair Project. (4) Establish the CDBG Downtown Sewer Lateral Replacement Project in the Capital Improvement Plan (CIP) as Project Number S26-03.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	Resolution 2025-040, finding S18-70, S24-02 and the CDBG Downtown Sewer Lateral Replacement Projects Exempt from CEQA; and Approving and Adopting the Project Plans; and Authorizing the Bid Request for the Sewer Improvement Project was adopted by City Council on May 13, 2025.
STATEMENT OF THE PURPOSE:	To award the S18-70, S24-02 and CDBG Downtown Sewer Lateral Replacement Projects to J.D. General Engineering in accordance with the City's approved Capital Improvement Plan (CIP).
FINANCIAL IMPACT:	The financial impact of this award and construction contract is \$1,037,451 in addition to possible change orders in the amount of \$165,617. \$944,639 for project S18-70 Replace 1% of Sewer Mains Annually. \$820,000 is currently available in the FY2025-26 CIP Budget. A budget transfer within the project in the amount of \$130,000; \$50,000 from design and \$70,000 from Construction Management is included to properly account for this purchase. A budget adjustment is needed in the amount of

	\$124,639 utilizing GO Bonds allocated in FY2026-27 to advance to FY2025-26. • \$133,429 for project S24-02 High Priority Pipeline Replacement. Sufficient funding is available in the FY2025-26 CIP Budget. • \$125,000 for project CDBG Downtown Sewer Lateral Replacements. Sufficient funding is available in the FY2025-26 Adopted Budget.

BACKGROUND:

The aged condition of the City's wastewater collection system results in significant storm and ground water inflow and infiltration (I&I) throughout the year. The additional water from I&I, which is ultimately delivered to and treated by the wastewater treatment plant, can exceed the normal flow by ten times. The excessive flow results in consistent operational and treatment complications, overflows, illicit discharges, fines, staff overtime and overworked equipment.

In 2024, the City executed a contract to perform video inspection of the entire wastewater collection system. The inspection resulted with resources to analyze and identify defects and failures within the system and prioritize rehabilitation efforts. The Capital Improvement Program includes two annual projects, S18-70 *Replace 1% of Sewer Mains Annually* and S24-02 *High Priority Pipeline Replacement* which are intended to address the aged collection system and ultimately reduce I&I.

Additionally, included with this project is the Community Development Block Grant (CDBG) funded *Main Street Sewer Lateral Replacement* project. In 2022 the City was awarded a CDBG grant of \$500,000, intended to support downtown business by installing a new sewer lateral for the building. This supports and protects business operations which could otherwise be significantly affected by issues that arise due to deficiencies with the building's sewer lateral such as a blockage or collapse.

This project represents the first significant sewer rehabilitation project within the City in over 10 years. We will be replacing the existing sewer pipes in Allyn and Hudson which date to 1915 and earlier.

The project plans were developed by City staff which resulted in a cost savings of over \$100,000 when compared to similar projects. The plans have been reviewed and approved by the Director of Public Works/City Engineer and City Council.

The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

DISCUSSION:

A notice inviting bids was posted to the City of St. Helena's website and distributed to area construction plan rooms and exchanges on July 2, 2025, for the Project. Bids were opened publicly at City Hall on July 24, 2025.

The bid results are as follows:

Company	Base Bid
JD General Engineering	\$1,037,450
Argonaut Constructors	\$1,433,480
Ghilotti Construction	\$1,474,858
W.R. Forde	\$1,575,436
Maggiora & Ghilotti	\$1,575,500
Team Ghilotti	\$1,799,517
Westland Contractors	\$2,261,580

Engineers Estimate: \$1,100,000

City Staff reviewed all bids and find JD General Engineering to be the lowest responsible and responsive bidder. JD General Engineering holds a valid Class A Contractor's License, No. 1040595, with no enforcement actions listed. Their license expires 10/31/2025. City Staff has determined that JD General Engineering satisfies the bidding requirements for the project and their licensing qualifies them to complete the project.

Estimated Project Costs

S18-70 Replace 1% of Sewer Mains Annually

Construction Contract	\$821,425
Construction Contingency	\$123,214

S24-02 High Priority Pipeline Replacement

Construction Contract	\$116,025
Construction Contingency (15%)	\$17,404

CDBG Downtown Sewer Lateral Replacements

Construction Contract	\$100,000
Construction Contingency (25%)	\$25,000*

*25% Contingency requested in anticipation of the inclusion of an additional lateral replacement at the Post Office, to be funded by the Community Development Block Grant.

ENVIRONMENTAL REVIEW: None

GOAL:

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

DOCUMENTS ATTACHMENTS:

[Resolution Awarding JD General Engineering Contract](#)

[S18-70 CIP Page](#)

[S24-02 CIP Page](#)

[S26-03 CIP Page](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AWARDING THE CONSTRUCTION CONTRACT FOR THE S18-70 REPLACEMENT 1% OF SEWER MAINS ANNUALLY PROJECT, THE S24-02 HIGH PRIORITY PIPELINE REPLACEMENT PROJECT, AND THE CDBG DOWNTOWN SEWER LATERAL REPLACEMENT PROJECT TO JD ENGINEERING CORP., AUTHORIZING RELATED ACTIONS, AND APPROVING BUDGET AMENDMENTS

RECITALS

- A. On May 13, 2025 the City Council adopted Resolution 2025-040, approving the plans and specifications and authorizing the solicitation of bids for the S24-02, S18-70 and CDBG Sewer Repair Project; and
- B. On July 2, 2025, a Notice Inviting Bids for the S18-70, S24-02 and CDBG Downtown Sewer Lateral Replacement Projects was posted and, on June 24, 2025, seven (7) bids were received and publicly opened; and
- C. JD General Engineering Corp. submitted the lowest responsive and responsible bid in the amount of \$1,037,450; and
- D. A budget reallocation is necessary to properly allocate funding for the projects identified in the Capital Improvement Plan (CIP); and
- E. The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 Existing Facilities.

RESOLUTION

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

1. Awards the construction contract for the S18-70, S24-02 and CDBG Sewer Repair Project to JD General Engineering Corp in an amount not-to-exceed \$1,037,450; and
2. Authorizes the City Manager to execute the construction contract with JD General Engineering Corp; and

3. Authorizes the Director of Public Works to approve construction change orders not to exceed 15% for Projects S18-70 & S24-02, and 25% for CDBG Sewer Repair Project; and
4. Establishes the CDBG Downtown Sewer Lateral Replacement Project in the Capital Improvement Plan (CIP) as Project Number S26-03; and
5. Budget Amendments are as follows:

Description	Fund	GL Account	Amount
Budget Increase to CIP S18-70 FY2025-26 Construction Contract	773 – Wastewater Capital	773-50-59-31-60	\$191,425
Budget Increase to CIP S18-70 FY2025-26 Contingency	773 – Wastewater Capital	773-50-59-31-70	\$53,214
Budget Decrease to CIP S18-70 FY2025-26 Design	773 – Wastewater Capital	773-50-59-31-10	(\$50,000)
Budget Decrease to CIP S18-70 FY2025-26 Construction Management	773 – Wastewater Capital	773-50-59-31-50	(\$70,000)
Budget Decrease to CIP S18-70 FY2026-27 Construction Contract	773 – Wastewater Capital	773-50-59-31-60	(\$71,425)
Budget Decrease to CIP S18-70 FY2026-27 Contingency	773 – Wastewater Capital	773-50-59-31-70	(\$50,000)
Budget Decrease to CIP S18-70 FY2026-27 Design	773 – Wastewater Capital	773-50-59-31-10	(\$3,214)

6. Funding is as follows:

Description	Fund	GL Account	Amount
S18-70 Construction Contract	Go Bonds 773 – Wastewater Capital	773-50-59-31-60	\$821,425
S18-70 Contingency	Go Bonds 773 – Wastewater Capital	773-50-59-31-70	\$123,214
S24-02 Construction Contract	Go Bonds 773 – Wastewater Capital	773-50-59-31-60	\$116,025
S24-02	Go Bonds	773-50-59-31-70	\$17,404

Contingency	773 – Wastewater Capital		
S26-03 CDBG Sewer Repair Project	210-CDBG	210-43-00-21-49	\$125,000

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

Replace 1% of Sewer Mains Annually

Project No: S18-70
Category: Wastewater
Project Location: Various
Responsible Department: Public Works



EXPENDITURE ACCOUNTS: 773-5059-

STATUS: Future

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:

The Annual Sewer Main Replacement Project is designed to replace the City's sewer mains each year to maintain and upgrade the wastewater collection system. It is anticipated that each fiscal year, a new sewer replacement project will be identified and implemented, prioritizing locations based on condition assessments and system needs.

PROJECT NOTES:

- FY24 - Included in GO Bond Tranche 3 funding totaling \$1.240 million, scheduled to begin in FY27.
- High priority areas near water bodies are excluded from this project and will be addressed separately.
- FY25 - Project commencement anticipated in FY27, aligning with funding availability and infrastructure planning.
- FY26 - anticipate review of CCTV/pipe defect rating work completed by FY26Q1 to develop projects for construction in FY27 & FY28 per funding schedule.
- Transfer of \$200,000 - Storm Drain Impact Fee's from CIP Project No. D20-01

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design	1,445			46,786				48,231
3150 - Construction Management				50,000				50,000
3160 - Construction Contract	21,082		821,425	398,575				1,241,082
3170 - Contingency			123,214					123,214
EXPENDITURE TOTALS	22,527		944,639	495,361				1,462,527
FUNDING SOURCES								
421-Go Bonds			744,639	495,361				1,240,000
571-Wastewater Rate Revenues	22,527							22,527
742-Storm Drain Impact Fees			200,000					200,000
FUNDING TOTALS	22,527		944,639	495,361				1,462,527

High Priority Pipeline Replacement

Project No: S24-02
Category: Wastewater
Project Location: Various
Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 773-5059-

STATUS: Ongoing

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:

The High Priority Pipeline Replacement Project is an annual wastewater infrastructure program targeting the rehabilitation or replacement of gravity sewer pipelines in poor condition and located within 300 feet of water bodies. This program focuses on minimizing environmental risk by addressing potential sources of inflow and infiltration (I&I) in sensitive areas. Key components include: - replacement of approximately 9,500 linear feet of high-risk sewer mains, targeted improvements based on funding availability and assessment outcomes.

PROJECT NOTES:

- FY24 - Project funding established through wastewater rates: \$1,278,000 over 5 years (\$255,600/year).
- FY25 - Evaluation and prioritization pending completion of CCTV inspections under CIP No. S24-01.
- Professional Services Agreement (PSA) for condition assessment anticipated for execution in FY25 Q3.
- FY26 - CCTV inspection completion anticipated by FY25 Q4.
- Begin project scoping and design for first-phase construction by FY26 Q2.
- Proximity threshold increased from 200' to 300' based on a negotiated draft Settlement Agreement with River Watch of California.
- Change in funding of \$511,200 from Wastewater Rate Revenues and \$255,600 from 2024 Water Bonds to GO Bonds.

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design		30,000	15,000		15,000	15,000		75,000
3150 - Construction Management		30,000	15,000		15,000	15,000		75,000
3160 - Construction Contract		410,000	205,000		205,000	205,000		1,025,000
3170 - Contingency		41,200	20,600		20,600	20,600		103,000
EXPENDITURE TOTALS		511,200	255,600		255,600	255,600		1,278,000
FUNDING SOURCES								
421-Go Bonds		511,200	255,600					766,800
571-Wastewater Rate Revenues					255,600	255,600		511,200
FUNDING TOTALS		511,200	255,600		255,600	255,600		1,278,000

CDBG Sewer Repair Project

Project No: S26-03
Category Wastewater
Project Location: Main Street St. Helena, CA 94574
Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 210-4300-

STATUS: Construction

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:

To support downtown business by installing a new sewer lateral for the building. This supports and protects business operations which could otherwise be significantly affected by issues that arise due to deficiencies with the building's sewer lateral such as a blockage or collapse.

PROJECT NOTES:

- FY22 - Award Notification Letter Received for funding of \$500,000.
- FY26 - Award of Contract being submitted to City Council for approval on August 26, 2025.

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
2149 - CDBG Sewer Project			125,000					125,000
EXPENDITURE TOTALS			125,000					125,000
FUNDING SOURCES								
210-CDBG Sewer Project			125,000					125,000
FUNDING TOTALS			125,000					125,000



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 26, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement STH Contract: FY2025-032 with Water Quality & Treatment Solutions, Inc. (WQTS) in the amount of \$50,000 for a total contract not-to-exceed amount of \$74,475.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To authorize an amendment to the City's existing contract with Water Quality & Treatment Solutions, Inc. (WQTS) for on-call water quality technical support in an amount not-to-exceed \$50,000 through June 30, 2026.
FINANCIAL IMPACT:	The fiscal impact of this contract amendment is \$50,000, increasing the total not-to-exceed amount of \$74,475. Sufficient funding is available in the FY25-26 Water Enterprise Public Works Administration Budget under Professional Contracts to cover this amendment.

BACKGROUND:

In December 2024, the City entered into Contract FY2025-032 with Water Quality & Treatment Solutions, Inc. (WQTS) to assist with water quality challenges in the City's drinking water system, including the reduction of discolored water events and support for treatment plant optimization.

Since that time, WQTS has provided professional support in evaluating water quality data, advising on operational improvements, and assisting staff in regulatory communications. These services have proven critical in addressing recurring discolored water issues.

DISCUSSION:

On August 15, 2025, WQTS submitted a proposal to continue providing on-call professional services to the City. The proposed scope includes:

- Analysis of water quality and treatment plant performance.

- Identification and implementation support of discolored water mitigation measures.
- On-call technical support for system operations, Division of Drinking Water (DDW) communications, and City staff inquiries.

Services will be billed on a time-and-materials basis, in accordance with WQTS's 2025 fee schedule.

Approval of this amendment will allow the City to ensure continuity of technical expertise and responsiveness in addressing ongoing water quality concerns.

ENVIRONMENTAL REVIEW:

This action is not a project under CEQA Guidelines Section 15378(b)(5) as it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

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

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution WQTS Amendment 1](#)

[STH Contract FY2025-032 Amendment No 1 - WQTS Signed](#)

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

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT STH CONTRACT FY2025-032 WITH WATER QUALITY & TREATMENT SOLUTIONS, INC. (WQTS) IN THE AMOUNT OF \$50,000 FOR A TOTAL CONTRACT NOT-TO-EXCEED AMOUNT OF \$74,475.

RECITALS

- A. The City entered into Contract FY2025-032 with Water Quality & Treatment Solutions, Inc. (WQTS) to provide technical support services to address water quality challenges in the City's drinking water system; and
- B. WQTS has provided professional services to analyze water quality data, assist with treatment plant performance improvements, and support communications with the State's Division of Drinking Water; and
- C. Continued on-call services are necessary to ensure timely response to water quality issues, identification and implementation of discolored water mitigation measures, and ongoing staff support; and
- D. WQTS has submitted a proposal dated August 15, 2025, to provide on-call water quality support services on a time-and-materials basis with a contract amendment no. 1 in the amount of \$50,000 for a total contract not-to-exceed amount of \$74,475 through June 30, 2026.

RESOLUTION

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

1. Authorize the City Manager to execute Amendment No. 1 to Contract FY2025-032 with Water Quality & Treatment Solutions, Inc. (WQTS) for on-call water quality technical support services in the amount of \$50,000 for a total contract not-to-exceed amount of \$74,475.

2. Funding is as follows:

Description	Fund	GL Account	Amount
Public Works Administration	Water Enterprise	561-50-00-21-30	\$50,000

Professional Contracts	561		

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT WITH WATER QUALITY & TREATMENT SOLUTIONS, INC (WQTS); STH CONTRACT NO: 2025-032 FOR ON-CALL WATER QUALITY TECHNICAL SUPPORT FOR AN ADDITIONAL \$50,000 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$74,475.

This first Amendment to Professional Services Agreement STH Contract: 2025-032 dated December 13, 2024 ("Agreement") is made as of this 26th, day of August 2025 by and between the City of St. Helena, a municipal corporation ("City"), and Water Quality & Treatment Solutions ("Consultant").

RECITALS

- A. On December 13, 2024, the City of St. Helena ("City") entered into a Professional Services Agreement, Contract No. 2025-032, with Water Quality & Treatment Solutions ("Consultant") to provide on-call water quality technical support for the water treatment plant ("Project"); and
- B. The City of St. Helena has determined that additional professional services are required to ensure timely response to water quality issues, identification and implementation of discolored water mitigation measures and ongoing staff support; and
- C. The City and Consultant desire to amend the Agreement to include these additional services and to increase the not-to-exceed compensation by \$50,000, resulting in a new total contract amount not-to-exceed \$74,475.

AGREEMENT

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

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

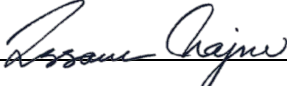
"Total compensation shall not exceed \$74,475... "

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: 

Print Name: Issam Najm

Title: President

CITY OF ST. HELENA

a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk



August 15, 2025

Mr. Joe Leach, P.E.
Director of Public Works
Public Works Department
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Subject: Proposal: *On-Call Water Quality Technical Support*

Dear Mr. Leach:

Since the beginning of this year, Water Quality & Treatment Solutions, Inc. (WQTS) has provided technical support to help minimize discolored water events in the City's drinking water system. We also assisted City staff to improve water system operation and minimize the introduction of iron into the distribution system, which appears to be the primary cause of the discolored water challenges. With this proposal, WQTS is proposing to continue to provide on-call water quality and treatment professional services to the City in the following areas:

- ◆ Analysis of water quality data and treatment plant performance
- ◆ Identify and support the implementation of discolored water mitigation measure(s)
- ◆ Provide on-call support services related to water system operation, communication with the State's Division of Drinking Water (DDW), and respond to technical questions from City staff

WQTS services will be provided on a Time-and-Material (T&M) basis and will be billed to the City monthly. WQTS proposes an upper limit of \$50,000 for services completed through the end of the current fiscal year.

We hope this proposal is acceptable to you, and we look forward to working with you on this effort. In the meantime, if you have any questions or need additional information, please do not hesitate to contact me at (818) 624-7658 or via email at issam.najm@wqts.com.

Regards,

Water Quality & Treatment Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Issam Najm', is written over a light blue horizontal line.

Issam Najm, Ph.D., P.E.
President

Encl. WQTS 2025 Fee Schedule



STATEMENT OF STANDARD CHARGES Technical / Engineering Services

Calendar Year 2025

LABOR RATES:

Classification	Labor Rate (Technical/Engineering)
President	\$295/hr
Principal Engineer / Scientist	\$250/hr
Senior Engineer / Scientist	\$200/hr
Engineer / Scientist	\$175/hr
Associate Engineer / Scientist	\$150/hr
Administrative Assistant	\$100/hr

PROJECT-RELATED EXPENSES:

All project-specific non-labor costs and expenses are billed at cost plus 10% Administrative Cost. Example project-specific non-labor costs are subcontractors, outside printing services, equipment, and supplies. No travel costs will be billed to the District. General business costs, such as postage, computer, and telecommunications are part of the business overhead cost and not billed separately.

WATER QUALITY & TREATMENT SOLUTIONS, INC.

Issam Najm, Ph.D., P.E.
President



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	August 26, 2025
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	July 2025 Review and Forecasting of City Water Supply Availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

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

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

DISCUSSION:

In connection with City Council Goal 2, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for July 2025. The water produced for July 2025 is down by 27% when compared to July 2024 and is down by 37% compared to the average of July 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	July 2024 (Acre-Feet)	July 2025 (Acre-Feet)
Bell Canyon	81	77.89	32.57
Stonebridge Wells	43	36.82	32.90
Napa Water	64	50.65	54.56
Total	188	165.36	120.03

- Percent change from July 2024: -27%
- Percent change from average of July 2018 - 2020: -37%

Bell Canyon Reservoir

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

As of August 1, 2025, Bell Canyon Reservoir elevation was at 417.90 feet representing approximately 2,076.98 acre-feet (AF) and 87.1% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 AF in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on August 1st in 2023, 2024, and 2025.

Year	2023	2024	2025
Bell Canyon Elevation Level	419.70 Ft.	418.56 Ft.	417.90 Ft.
Acre Feet	2,209.91 AF	2,125.66 AF	2,076.98 AF
Percent Capacity	92.7%	89.18%	87.1%

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

Continued Water Conservation

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

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

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

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of July 2025, Rutherford Pump Station was producing an average of 0.57 MG/day for a total of 54.56 AF for the month.

ENVIRONMENTAL REVIEW: Not Applicable.

GOAL:

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

Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

[MWR July 1-31 2025](#)

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

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

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC__X__ PC__X__ FILE _____
 RECEIVED: _____ BY: _____

July 1-31, 2025

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	32.57	32.90	0.55	54.56	-0.44
AMOUNT PRODUCED in MG	10.61	10.72	0.18	17.77	-0.14
PERCENT	27.2%	27.5%		45.6%	-0.4%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	39.10 MG	53.86 MG
MAXIMUM DAILY PRODUCED	n/a MG	n/a MG
MINIMUM DAILY PRODUCED	n/a MG	n/a MG
AVERAGE DAILY PRODUCED	1.26 MG	1.73 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	32.57 AF	27.1%	77.89 AF	47.1%
	10.61 MG		25.37 MG	
NAPA WATER	54.56 AF	45.5%	50.65 AF	30.6%
	17.77 MG		16.50 MG	
STONEBRIDGE POTABLE WELLS	32.90 AF	27.4%	36.82 AF	22.3%
	10.72 MG		11.99 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	120.03 AF	100.0%	165.36 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.18 MG/Jul. 1 -31	0.24 MG/Jul. 1-31
NAPA VALLEY COLLEGE	NA MG/Jul. 1 -31	0.11 MG/Jul. 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	417.90 FT.	418.56 FT.
MONTHLY RISE OR DROP	-1.72 FT.	-1.62 FT.
CAPACITY AT END OF PERIOD	2076.98 AF	2125.66 AF
PERCENT OF FULL CAPACITY	87.1 %	89.2 %
RAINFALL IN THIS PERIOD	0.00 IN	0.00 IN
TOTAL RAINFALL SEASON TO DATE	0.00 IN	0.00 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	49.8-97.8	58-106
AVERAGE	73.8	82

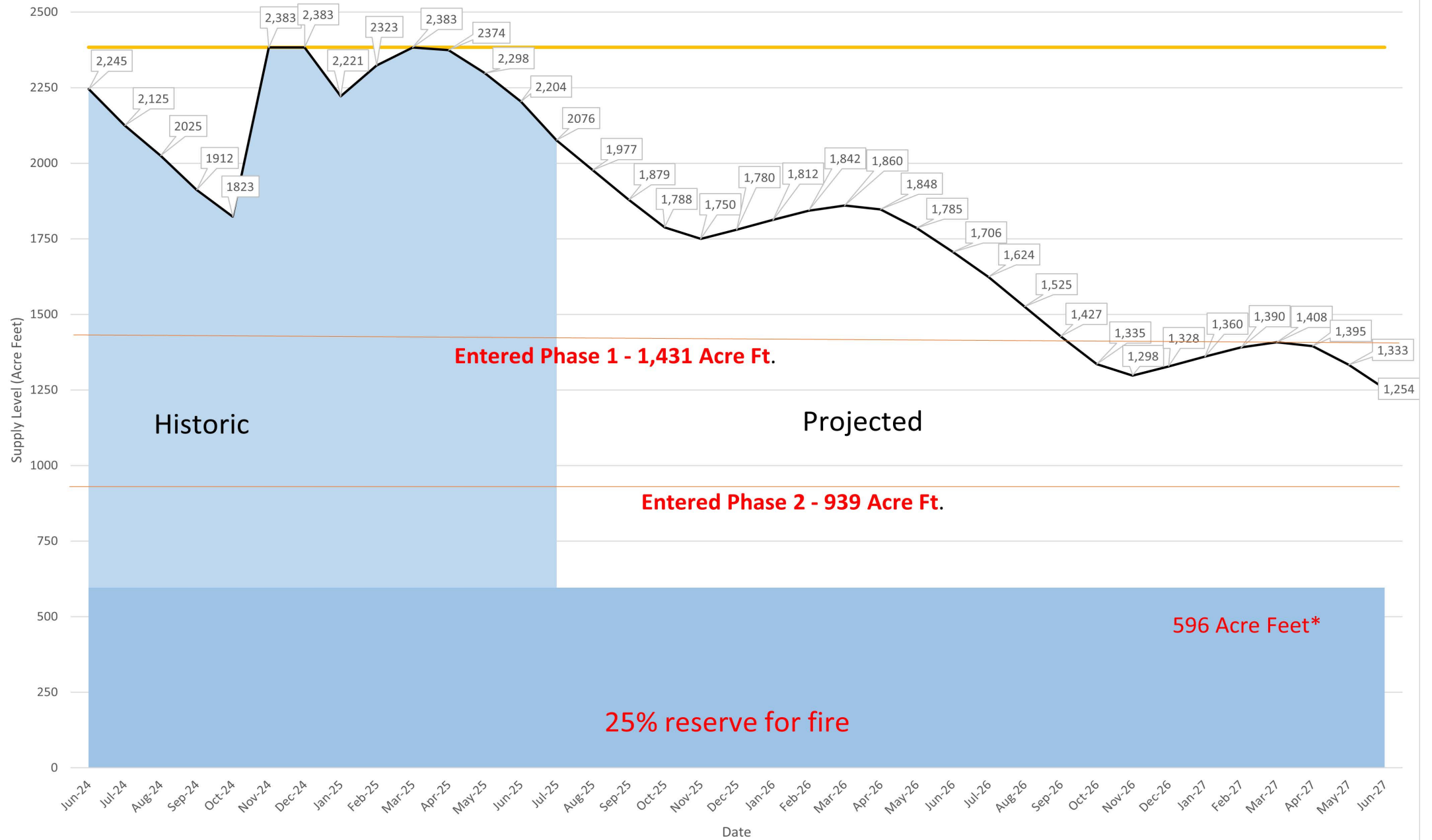
REMARKS

City of Napa Water Delivery: RPS producing an average of 0.57 MG/day during July 2025.

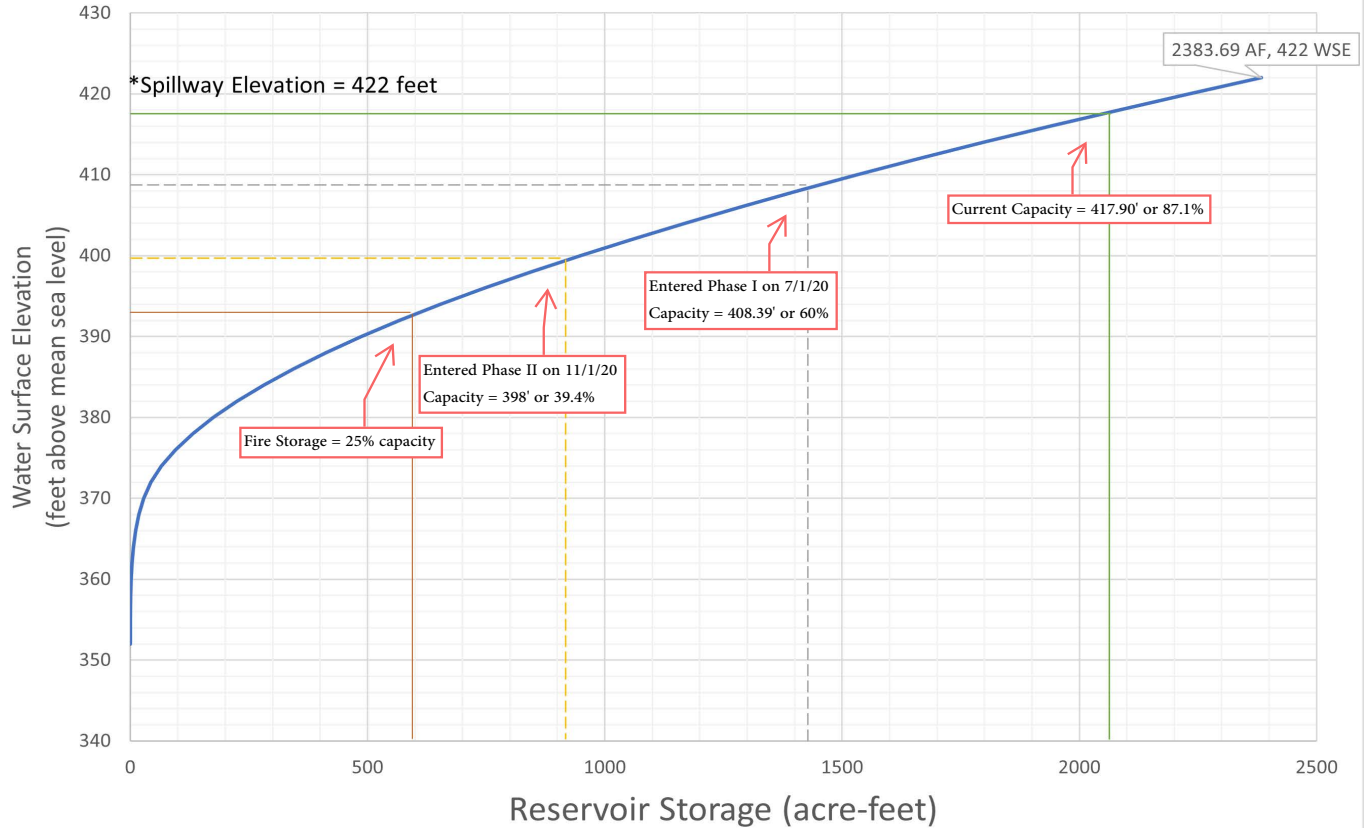
DISCLAIMER: The data presented in this report is approximate and for informational purposes only.

Updates will be provided if any errors are identified.

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



Bell Canyon Reservoir Stage-Storage Relationship





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	August 26, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of Resolution Authorizing Recruitment for One Part-Time Library Assistant and Two Police Officers.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	March 11, 2025 - Hiring Freeze on all Vacant Positions
STATEMENT OF THE PURPOSE:	The purpose is to receive authorization to recruit for vacant positions that provide necessary services to the City's operations.
FINANCIAL IMPACT:	Funding for the vacant positions was previously approved in the FY 2025-26 and FY 2026-27 Biennial Budget, therefore there is no additional financial impact.

BACKGROUND:

On January 28, 2025, Council Member Barak requested an item be placed on a future agenda to discuss and consider issuing a temporary freeze on all new hires, salary increases not contractually obligated, reclassifications and discretionary spending until the City's financial situation is clarified, and sustainable funding solutions are in place to address the deficits.

Additionally, proposing that the City Council would retain authority to approve exceptions on a case-by-case basis when such actions are deemed critical for public safety, legal compliance or liability or other urgent needs at the council's discretion where delaying action would result in significant harm to the City or its residents.

On March 11, 2025, staff prepared a staff report and presentation addressing Council Member Barak's request and made recommendations based on existing vacancies at the time of the report. City Council adopted recommendations outlined in the Staff Report 12.3, subject to a meet and confer with represented employee bargaining groups, while incorporating the core provisions of the original motion, instituting a temporary hiring freeze as follows:

1. A temporary freeze on all new hires, except for positions recommended for immediate hiring in the staff report.
2. All other vacant positions will remain frozen unless the Council approves an exception based on clear justification.

DISCUSSION:

Since March 11, 2025, several positions have become vacant or will be vacant in the near future. Therefore, staff is requesting authorization to recruit for the following positions:

Library

The City supplements its full-time staff with part-time staff to ensure adequate coverage and support for Library operations. Recently, the City was notified that one of the part-time Library positions will be vacated effective September 2, 2025. To maintain current service levels and business hours without disruption, it is necessary to initiate recruitment to fill the part-time Library Assistant position. Filling this vacancy will ensure continuity of customer service, circulation support, and day-to-day operational needs of the Library.

The position will be staffed at approximately 10 - 20 hours per week. It is estimated that this position will cost \$21,550 for the duration of the year, which is included in the existing operations budget.

Police Department

The Police Department is currently authorized for nine Police Officer positions within the existing Operations Budget, which includes one School Resource Officer. This staffing level is structured to provide adequate 24/7 coverage by assigning two officers per 12-hour shift. Maintaining two officers on duty at all times is the minimum threshold necessary to ensure officer safety, timely response to service calls, and overall community protection. Since the prior authorization to fill vacancies was granted, one Police Officer position has become vacant, and another vacancy is anticipated effective September 8, 2025. Without timely recruitment, the Department would be required to rely on overtime and shift adjustments to cover staffing gaps, which may increase operational costs, contribute to staff fatigue, and impact the ability to sustain response times.

Prompt recruitment is therefore necessary to preserve the Department's minimum staffing levels and ensure consistent public safety services to the community. The estimated annual cost for the two positions is \$280,326, which is fully funded within the existing Operations Budget.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 5: Enhance Quality of Life

Goal 6: Improve Employee Recruitment, Retention, & Morale

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Resolution Recruitment Authorization](#)

CITY OF ST. HELENA

RESOLUTION No. 2025 -

Resolution authorizing recruitment for one part-time Library Assistant and two Police Officers.

RECITALS

- A. On January 28, 2025, Council Member Barak requested an item be placed on a future agenda to discuss and consider issuing a temporary freeze on all new hires; and
- B. Additionally, proposing that the City Council would retain authority to approve exceptions on a case-by-case basis when such actions are deemed critical for public safety, legal compliance or liability or other urgent needs at the council's discretion where delaying action would result in significant harm to the City or its residents; and
- C. On March 11, 2025 City Council adopted the hiring freeze placing a temporary hiring freeze on all new hires and all other vacant positions will remain frozen unless Council approves an exception based on clear justification; and
- D. Since March 11, 2025, several positions have become vacant or will be vacant in the near future; and
- E. City was notified that one of the part-time Library positions will be vacated effective September 2, 2025; and
- F. One Police Officer position has become vacant, and another vacancy is anticipated effective September 8, 2025; and
- G. In order to meet day-to-day operational needs, staff requested authorization to recruit for one part-time Library Assistant and two Police Officers.

RESOLUTION

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

1. Authorizes the City Manager to direct staff to recruit for one part-time Library Assistant and two Police Officers.

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Human Resources

DATE:	August 26, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of Resolution Authorizing Recruitment of a Wastewater Treatment Plant Operator and Appointment of a Part-Time Chief Plant Operator to Support Wastewater Treatment Plant Operations.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	March 11, 2025 - Hiring Freeze on all Vacant Positions
STATEMENT OF THE PURPOSE:	The purpose is to receive authorization to recruit for a Wastewater Treatment Plant Operator and appoint a Part-time Chief Plant Operator to provide necessary services to the City's Wastewater Treatment Plant operations.
FINANCIAL IMPACT:	Funding for the Wastewater Treatment Plant salary and benefits was previously approved in the FY 2025-26 and FY 2026-27 Biennial Budget. The net impact of the recommended actions will not exceed the budgeted amounts.

BACKGROUND:

On January 28, 2025, Council Member Barak requested an item be placed on a future agenda to discuss and consider issuing a temporary freeze on all new hires, salary increases not contractually obligated, reclassifications and discretionary spending until the City's financial situation is clarified, and sustainable funding solutions are in place to address the deficits.

Additionally, proposing that the City Council would retain authority to approve exceptions on a case-by-case basis when such actions are deemed critical for public safety, legal compliance or liability or other urgent needs at the council's discretion where delaying action would result in significant harm to the City or its residents.

On March 11, 2025, staff prepared a staff report and presentation addressing Council Member Barak's request and made recommendations based on existing vacancies at the time of the report. City Council adopted recommendations outlined in the Staff Report 12.3, subject to a meet and confer with represented employee bargaining groups, while incorporating the core provisions of the original motion, instituting a temporary hiring freeze as follows:

1. A temporary freeze on all new hires, except for positions recommended for immediate hiring in the staff report.
2. All other vacant positions will remain frozen unless the Council approves an exception based on clear justification.

DISCUSSION:

The City's wastewater treatment plant (WWTP) is currently budgeted for one (1) Chief Plant Operator (CPO) and two (2) Operator I/II positions. However, recruitment for the Chief Plant Operator position has been unsuccessful for over four years, leading the City to rely on contracted services at a significant annual expense. These positions are highly regulated by the State Water Resources Control Board and require specific certifications. Recruitment challenges are compounded by our location, City size, and comparatively lower salaries, a trend mirrored across California as certified operators become increasingly scarce.

The existing structure, while serviceable in the past, now presents challenges for maintaining compliance, ensuring operational continuity, and managing costs—particularly as we bring the new WWTP Upgrades online and finalize compliance testing. Compounding the situation, the current contracted Chief Plant Operator has announced his retirement effective July 31st. This transition occurs at a critical moment when the operational team is still becoming familiar with the new plant.

The adopted budget assumed that the CPO position would be filled in-house and that the OTS contract would be terminated. If the City were to continue under the current contract model and engage a replacement full-time contract CPO, the projected annual cost would be approximately \$360,000, which would require a budget amendment. To avoid this additional cost and ensure long-term sustainability, staff is proposing a restructured staffing model designed to maintain regulatory compliance, sustain or improve operational performance, and reduce overall expenditures.

Proposed Staffing Model

The proposed structure would consist of:

1. A part-time non-benefitted Chief Plant Operator (CPO) providing:
 - 5–10 hours per week of virtual oversight and support
 - Two (2) consecutive days per month on-site
 - State-mandated licensing for plant operation compliance
2. Expanded in-house operations staff:
 - Three (3) Operator I/II positions, or
 - Two (2) Operator I/II positions and one (1) Operator-in-Training (OIT) depending on recruitment outcomes.

For a Level 4 (Grade IV) wastewater treatment plant, the only requirement is that a Grade IV certified operator is responsible and “designated”—but there’s no mandate in

Title 23 for that operator to be physically present on a full-time basis during all operating hours. It is allowable to staff with a part-time certified operator, as long as the plant has clearly defined operational procedures, emergency response plans, and appropriate oversight in place.

This model provides operational flexibility and builds long-term internal capacity while maintaining a licensed CPO for regulatory compliance. In addition, the cost of the proposed model does not have an impact on the existing budget, but it will increase the City's Full-time-equivalent (FTE) by 0.29 FTE.

Current Wastewater Treatment Plant Staffing Budget

Position	Previously Approved FY 2025-26 Budget
Chief Plant Operator (1 FTE)	211,405
Plant Operator I/II (2 FTE)	318,180
Total Approved Budget	529,585

Proposed Wastewater Treatment Plant Staffing Budget

Position	Estimated Annual Cost
Part-time Chief Plant Operator (0.29 FTE)	51,000
Plant Operator I/II (3 FTE)	478,200
Total Estimated Cost ⁽¹⁾	529,200

(1) Estimated cost may fluctuate depending upon the whether the Plant Operator is hired as a Plant Operator-in-Training or a Plant Operator I/II, but costs will not exceed the total budgeted amount.

This recommended action will require a meet-and-confer process with the St. Helena Employee Association (SHEA) bargaining group to address the impacts of the proposed staffing changes. In accordance with labor relations requirements, no appointments or changes in staffing will be implemented until this process has been completed and an agreement has been reached, or the meet-and-confer obligations have otherwise been satisfied. This ensures compliance with collective bargaining requirements and provides an opportunity to address employee concerns prior to implementation.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Resolution Wastewater Treatment Plant Staffing](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025 -

Resolution Authorizing Recruitment of a Wastewater Treatment Plant Operator and Appointment of a Part-Time Chief Plant Operator to Support Wastewater Treatment Plant Operations.

RECITALS

- A. On January 28, 2025, Council Member Barak requested an item be placed on a future agenda to discuss and consider issuing a temporary freeze on all new hires; and
- B. Additionally, proposing that the City Council would retain authority to approve exceptions on a case-by-case basis when such actions are deemed critical for public safety, legal compliance or liability or other urgent needs at the council's discretion where delaying action would result in significant harm to the City or its residents; and
- C. On March 11, 2025 City Council adopted the hiring freeze placing a temporary hiring freeze on all new hires and all other vacant positions will remain frozen unless Council approves an exception based on clear justification; and
- D. The City's wastewater treatment plant (WWTP) is currently budgeted for one (1) Chief Plant Operator (CPO) and two (2) Operator I/II positions. However, recruitment for the Chief Plant Operator position has been unsuccessful for over four years, leading the City to rely on contracted services at a significant annual expense; and
- E. The current contracted Chief Plant Operator has announced his retirement effective July 31st; and
- F. The existing structure, while serviceable in the past, now presents challenges for maintaining compliance, ensuring operational continuity, and managing costs—particularly as we bring the new WWTP Upgrades online and finalize compliance testing; and
- G. For a Level 4 (Grade IV) wastewater treatment plant, the only requirement is that a Grade IV certified operator is responsible and “designated”—but there's no mandate in Title 23 for that operator to be physically present on a full-time basis during all operating hours; and
- H. It is allowable to staff with a part-time certified operator, as long as the plant has clearly defined operational procedures, emergency response plans, and appropriate oversight in place; and
- I. In order to meet day-to-day operational needs, staff requested authorization to recruit for one full-time Wastewater Treatment Plant Operator and appointment of a part-time Chief Plant Operator, which will increase the City's FTE by 0.29.

RESOLUTION

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

1. Authorizes the City Manager to direct staff to recruit for one Wastewater Treatment Plant Operator and appoint a Part-time Chief Plant Operator.

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Library

DATE:	August 26, 2025
FROM:	Mara Strickler, City Librarian
SUBJECT:	Approval of a Resolution authorizing the City Manager to enter into an agreement with Napa County Library for automation services.
RECOMMENDED ACTION:	Staff recommends that the City Council adopt a resolution authorizing the City of St. Helena to enter into a Memorandum of Understanding (MOU) with the Napa County Library for automation services.
PREVIOUS COUNCIL ACTION:	In 1996, the City of St. Helena entered into contract with the County of Solano for the provision of library automation services and that contract has provided an Integrated Library System (ILS) which helps in the sharing and inventorying of library materials. On September 10, 2019, the City Council approved Resolution 2019-110 authorizing the City to contract with the County of Solano for continuing library automation services.
STATEMENT OF THE PURPOSE:	To enter into a Memorandum of Understanding (MOU) with the Napa County Library for library automation services.
FINANCIAL IMPACT:	The total cost of migration to Napa County is \$31,800 and an ongoing \$8,000 annual subscription fee. The City of St. Helena's financial contribution is \$49,800, which has been allocated from the General Fund for Fiscal Year 2026. The City will also provide in-kind support through staff time.

BACKGROUND:

In October 2024, Solano County informed Library staff of intent not to renew the existing contract for library automation services beyond an additional one-year extension. Staff then entered talks with staff of the Napa County Library regarding a provision of services for library automation services. Contracting ILS services helps in the sharing and inventorying of library materials which greatly benefits the residents of St. Helena. Doing so enlarges the number of titles and types of materials than the St. Helena Public Library would be able to provide otherwise. Standalone ILS services of this quality are exponentially more expensive than contracting with a larger, multi-branch system.

ENVIRONMENTAL REVIEW:

This is not a CEQA project.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[MOU_Napa](#)
[Resolution_Napa County](#)

NAPA COUNTY AGREEMENT NUMBER 260116B

MEMORADUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this 9th day of September, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" on behalf of Napa County Library CITY OF ST. HELENA, hereinafter referred to as "CITY" on behalf of St. Helena Public Library located at 1492 Library Lane, St. Helena, CA, 94574.

RECITALS

WHEREAS, on December 19, 2023 COUNTY entered into a contract with Innovative Interfaces Incorporated for Polaris, an Integrated Library system "ILS" and Unity Courier; and

WHEREAS, having a ILS system creates the need of courier services for library materials between the COUNTY and the CITY; and

WHEREAS, the CITY requested to have their cost built into the COUNTY's agreement with Innovative Interfaces Incorporated and Unity Courier; and

WHEREAS, the ILS system and cooperation between COUNTY and the CITY creates opportunities to for services and products at cost savings for both libraries; and

WHEREAS, the CITY requests that COUNTY develop a pricing structure for Polaris and Courier services and to purchase services and/or products on its behalf.

TERMS

NOW, THEREFORE, the parties agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2029, unless terminated earlier in accordance with Paragraph 5.
2. **Maximum Amount.** The Maximum payments under this Agreement shall be a total of one hundred and ten thousand, one hundred forty-three dollars and fifty four cents (\$110,143.54) for professional services and products based upon services actually rendered and expenses actually incurred.
3. **E-mail or Written Consent Required.** Upon the e-mail or written consent of the persons designated in Paragraph 6, Napa County Library, on behalf of COUNTY, may purchase library courier services and other products and services on behalf of the CITY.

4. **Reimbursement for Services and Products.** Reimbursement for Services and Products will follow the formula outlined in Exhibit “A” attached hereto and incorporated by this reference herein.
5. **Termination.** This Agreement may be terminated by COUNTY or by the CITY for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least 30 days prior to the effective date for Unity Courier services, or by March each fiscal year to cancel Innovative Interfaces Polaris subscription. Innovative Interfaces contract term runs from July 1st thru June 30th of each fiscal year with payment due in July. Innovative Interfaces Incorporated requires 90 days’ notice before annual billing to terminate services. However, ST. HELENA PUBLIC LIBRARY shall still be required to pay for the cost of products and services made pursuant to this agreement before the effective termination.
6. **Notices.** All notices required or authorized by this Agreement shall be in e-mail or in writing. 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.

COUNTY

Anthony Halstead
Director of Library Services
580 Coombs Street
Napa, CA 94559

CITY

Mara Strickler
Deputy Director, Community Services - Library
1492 Library Lane
St. Helena CA 94574

7. **Indemnification/Hold Harmless.** To the full extent permitted by law, COUNTY and the CITY shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. 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.
8. **Amendments.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

9. **Insurance.** The CITY 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, the CITY shall provide workers' compensation insurance for the performance of any of the CITY '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 COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.
 - (b) **Liability Insurance.** Each party 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.** Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, either issued by a company admitted to do business in the State of California and having an A.M. Best Rating of no less than A:VII or by self-insurance satisfactory to other party's risk manager or employee designated by that party to perform such function, or by a combination thereof, covering liability 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 that party under this Agreement except for acts or omissions performed in strict compliance with express direction the other party's governing board, officers or personnel. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.
 - (2) **Comprehensive Automobile Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence.
 - (c) **Certificates of Coverage.** Insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by the CITY with the Anthony Halstead prior to commencement of performance of any of the CITY 's duties.
 - (1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY 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 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.

(2) Waiver of Subrogation and Additional Insured Endorsements. The CITY shall file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation for the Workers Compensation insurance coverage,

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of the CITY not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of the CITY under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY.

(4) Upon request by COUNTY's Risk Manager, the CITY 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.

(5) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

10. **Interpretation.** This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts. 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.

11. **Conflict of Interest.** By executing this Agreement, the COUNTY hereby determines that the CITY has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

12. **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.

13. **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.

14. **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.
15. **Entirety of Contract.** This Agreement, including any documents expressly incorporated 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.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

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

By _____
ANIL COMELO, City Manager

“CITY”

NAPA COUNTY, a political subdivision of
the State of California

Supervisors By _____
ANNE COTTRELL, Chair, Board of

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: _____ County Counsel Date: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____

|

**EXHBIT “A”
COMPENSATION**

Unity Rate Schedule		Year1	Year2	Year3	Year4
Location Name & Days:		7/1/2025	7/1/2026	7/1/2027	7/1/2028
St. Helena Public Library (M thru F)		\$ 740.00	\$ 777.00	\$ 800.00	\$ 837.00
Monthly Courier Cost		\$ 740.00	\$ 777.00	\$ 800.00	\$ 837.00
Annual Courier Cost		\$ 8,880.00	\$ 9,324.00	\$ 9,600.00	\$ 10,044.00
Annual Fuel Surcharge (Estimate)		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Total Cost:		\$ 10,080.00	\$ 10,524.00	\$ 10,800.00	\$ 11,244.00
Polaris Rate Schedule					
Term:	Polaris	NCL	NVC	SCC	SHPL
7/1/2024-6/30/2025	\$104,213.03	\$85,277.52	\$9,754.34	\$9,181.17	
7/1/2025-6/30/2026	\$106,667.26	\$87,285.82	\$9,984.06	\$9,397.39	\$8,000.00
7/1/2026-6/30/2027	\$110,400.61	\$90,340.82	\$10,333.50	\$9,726.29	\$8,280.00
7/1/2027-6/30/2028	\$114,264.63	\$93,502.75	\$10,695.17	\$10,066.71	\$8,569.80
7/1/2028-6/30/2029	\$118,263.91	\$96,775.36	\$11,069.50	\$10,419.05	\$8,869.74
Totals	\$553,809.44	\$453,182.26	\$51,836.56	\$48,790.61	\$33,719.54
SHPL Cost for Services:					
	Year 1	Year 2	Year 3	Year 4	Maximum
Unity Cost	\$ 10,080.00	\$ 10,524.00	\$ 10,800.00	\$ 11,244.00	\$ 42,648.00
Polaris Cost	\$8,000.00	\$8,280.00	\$8,569.80	\$8,869.74	\$ 33,719.54
Polaris Implementation	\$31,800.00				\$31,800.00
Reimplement Link +	\$9,926.00				\$9,926.00
Napa Library credit Polaris Implementation (25%)	(\$7,950.00)				(\$7,950.00)
	\$ 51,856.00	\$ 18,804.00	\$ 19,369.80	\$ 20,113.74	\$ 110,143.54

The Library Director or their designee are authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed the Agreement Maximum

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

Consideration and proposed approval of a Resolution approving an agreement for library automation services with the County of Napa and authorizing the St. Helena City Manager to execute the agreement and execute any extension of the agreement.

RECITALS

A. WHEREAS, the City of St. Helena, on behalf of the St. Helena Public Library, requested to have their cost built into Napa County's agreement with Innovative Interfaces Incorporated for Polaris and Unity Courier; and

B. WHEREAS, the City of St. Helena, on behalf of the St. Helena Public Library, requests that Napa County develop pricing structure for Polaris and Courier services and to purchase services and/or products on its behalf; and

C. WHEREAS, the integrated library system (ILS) and cooperation between Napa County and the City of St. Helena will create opportunities for services and products at cost saving for both entities.

RESOLUTION

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

1. Approves the agreement with the County of Napa and authorizing the City Manager to execute the agreement; and
2. Authorizes the City Manager to execute up to two one-year extensions to the agreement; and
3. Funding is as follows:

Description	Fund	GL Account	Amount
Other Contract Services	General Fund	101-46-00-21-45	\$31,800
Other Contract Services	General Fund	101-46-00-21-45	\$8,000

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Library

DATE:	August 26, 2025
FROM:	Mara Strickler, City Librarian
SUBJECT:	Approval of a Resolution authorizing the City Manager to enter into an agreement with St. Helena Unified School District to provide Student Success Cards
RECOMMENDED ACTION:	Staff recommends that the City Council adopt a resolution authorizing the City of St. Helena to enter into a Memorandum of Understanding (MOU) with the St. Helena Unified School District to provide Student Success Cards through the St. Helena Public Library.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To enter into a Memorandum of Understanding (MOU) with the St. Helena Unified School District for Student Success Cards.
FINANCIAL IMPACT:	None.

BACKGROUND:

New California legislation signed by the Governor in October 2023 — [SB 321 \(Ashby\)](#) and [updated SB 1329](#) — makes it easier for libraries to put Student Success cards into the hands of every California child who wants one. Students have the best possible chance for success inside and outside the classroom through partnerships between libraries and schools.

The legislation asks the State Library to:

- Offer resources to assist public libraries and schools in finding strategies that work best for their communities.
- Coordinate with public libraries to determine the most effective means to ensure each student is issued a Student Success card by third grade.
- Ensure that partnerships between public libraries and schools have been established to issue Student Success cards.

DISCUSSION:

From the State Library of California:

The research is clear: third grade reading achievement can be a make-or-break milestone for student success. Those who can't read proficiently by the third grade will struggle to keep pace with their peers.

Parents know how important libraries are to their children. Libraries are welcoming spaces where students can check out books and access reliable online resources to improve literacy and build important critical thinking skills. Parents value libraries because they provide their children with information and resources that are not available at home.

California has over 8,000 K-12 public schools, and over 1,000 public libraries. [With one teacher librarian for every 10,000 students](#), California schools often do not have adequate library resources for students. Public libraries help to fill the gap [by serving as safe places for students after school](#), [providing homework help](#) or [other online resources](#), and by [helping prevent summer learning loss](#). By working together to put library cards in the hands of students who need them, schools and libraries can improve outcomes for students in every part of our state.

ENVIRONMENTAL REVIEW: This is not a CEQA project.

GOAL:

- Goal 1: Strengthen Financial Sustainability
- Goal 4: Provide Effective Community Information & Opportunities for Engagement
- Goal 5: Enhance Quality of Life
- Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[St. Helena Student Success Card MOU DRAFT 8.15.25](#)
[Resolution 2025-2414 SHUSD](#)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE ST. HELENA UNIFIED
SCHOOL DISTRICT AND THE CITY OF ST. HELENA**

This Memorandum of Understanding (“MOU” or "Agreement") is made and entered into this 26th day of August, 2025, between The St. Helena Unified School District (known as SHUSD and referred to herein as "SHUSD" or "the District") located at 465 Main Street St. Helena, CA 94574 and the City of St. Helena (“City”), for a collaboration between SHUSD and St. Helena Public Library (the "the Library" or "SHPL"). City and SHUSD are sometimes referred to in this MOU individually as a "Party" and collectively as the “Parties.” This MOU stipulates that the parties agree to the following regarding use of student identification cards as public library cards for the purpose of assisting SHUSD students with access to SHPL resources.

Background.

Both organizations aim to increase literacy and educational success through a comprehensive, strategic and sustainable collaboration. In order to achieve this, the City and the District seek to build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact. SHUSD and City would like to develop an infrastructure that will allow SHUSD students to easily access and use the Library's electronic and print resources freely through the use of a joint Student ID/Library Card known as the St. Helena Student Success Card. The St. Helena Student Success Card will focus on supporting SHUSD students through and launching them into a successful career and life with a library card that will always travel with them and provide benefits of life-long learning.

Both SHUSD and City understand that such services shall be provided at no additional cost to either organization.

The term of this Agreement is from the date first written above through June 30, 2027, and may be extended thereafter by mutual written agreement signed by both Parties.

History of Relationship.

SHUSD and SHPL have a long history of working together as educational partners, with the Library serving as an extension of the classroom--providing students with access to books, computers, free tutoring, reading programs, technology support and dozens of other important educational resources during out-of-school time.

Additionally, both organizations have aligned around a focus on supporting traditional and digital literacy, and are committed to creating a community of readers, empowering individuals with free access to information, building a welcoming place where reading, learning and imagination thrive, maximizing academic achievement, and preparing every child to lead a rich and productive life.

The parties enter this Agreement to confirm their agreements regarding these matters.

Agreement.

SHUSD and City desire to collaborate on activities to improve the educational opportunities and outcomes of the children both institutions serve.

In order to achieve an effective collaboration, SHUSD and City need to share information about the children that may otherwise be prohibited from disclosure.

For and in consideration of the mutual promises set forth in this Agreement, the parties do mutually agree as follows:

A. Obligations of City.

In connection with this Agreement, the City agrees to the following:

1. City, through the Library staff, will streamline student access to Library databases, print and e-materials by integrating SHUSD Student ID numbers and SHPL Library accounts through the St. Helena Student Card initiative, allowing every student in SHUSD schools seamless access to Library databases and materials. Implementation will include training by SHPL staff for SHUSD students and staff on the Library's educational resources. In addition, the Library staff will work with staff and teachers to curate and highlight specific digital content, supporting SHUSD curriculum goals.
2. Work collaboratively with SHUSD to further deepen the partnership between the agencies.
3. Provide SHUSD with data about elementary school student participation in the annual summer reading program, including student name.
4. City agrees to provide the information specified in this MOU to SHUSD in consideration for SHUSD's agreement to keep the information confidential as provided in this MOU.

B. Obligations of SHUSD.

In connection with this Agreement, the SHUSD agrees to the following:

1. SHUSD will support implementation of the St. Helena Student Success Card initiative by providing to SHPL: Student ID Number, first and last name, birthdate, school, grade, address, phone number, and email address of each student enrolled in SHUSD. This database will be updated monthly beginning in September 2025 as new students enroll in the district.
2. In addition, SHUSD agrees to provide aggregate data, sufficient to maintain privacy and confidentiality, on the results of SHUSD benchmark and state testing assessments for

students enrolled in an SHPL annual summer reading programs, compared to those not enrolled in SHPL annual summer reading programs. Such data to be provided for students who enroll and complete the program by grade, and in whatever other aggregated form (such as race, language, foster status) is easily producible for SHUSD.

3. In collaboration with SHPL staff, help to facilitate the introduction of professional development opportunities for SHUSD teachers and staff surrounding the St. Helena Student Success Card initiative and other Library projects.
4. SHUSD agrees to provide certain directory information to City as specified in this MOU.
5. SHUSD agrees to provide the information specified in this MOU to City in consideration for City's agreement to keep the information confidential as provided in this MOU.

C. Confidentiality.

1. SHUSD maintains student records in accordance with all applicable federal and state laws and regulations. Such student records are confidential as provided under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and California Education Code §§ 49060 et seq.
2. California Education Code §§ 49061 and 49073 authorizes SHUSD to release certain student records known as "directory information" to certain entities, including governmental agencies; directory information includes student name, address, telephone number, date of birth, email address, major field of study, participation in officially recognized activities and sports, dates of attendance, degrees and awards received, and the most recent previous school attended.
3. The California Public Records Act, at Government Code §§ 7927.100 and 7927.105 governs the confidentiality of registration and circulation records in libraries supported by public funds. It also governs the disclosure of record information.
4. City and SHUSD agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of the City provided information and the SHUSD provided information.
5. Both Parties further agree that all information exchanged shall only be used for the purposes intended by this MOU, to limit disclosure of the exchanged information within its own organization to its directors, officers and employees who have a need to know, and to not disclose any information to any third party (whether an individual corporation, or other entity) without the express prior written consent of the other Party. Each Party shall satisfy its obligations under this Paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees and others who are permitted access to or use of the City provided information and/or the SHUSD provided information.

6. To the extent that City has access to any personally identifiable information from students' education records, City agrees that it shall not use such information except for the legitimate educational purpose of providing services pursuant to this Agreement and that it shall not disclose this information to any other party for any reason. SHPL staff agree to comply with all applicable federal and state regulations governing the student records, including FERPA.

7. The sharing of information by government agencies pursuant to Government Code section 7921.505 does not constitute a waiver of the exemption of such information from any future disclosure or from disclosure to any other entity or individual. If the Parties agree that a document is confidential pursuant to the California Public Records Act, and subsequently exchange the document, the Parties shall each keep confidential any such document as permitted under Government Code Section 7921.505. The Parties shall seek to minimize the personnel that review confidential documents and shall only allow necessary personnel to analyze the documents. For the City, such records may only be shared with SHPL staff (including their supervisors), and City Attorneys assigned to the projects (including their supervisors). For the SHSD, such records may only be shared with the Director of Education Services and staff assigned to the project, site principals, and the General Counsel and legal staff working on the project.

8. If either of the Parties receives a Public Records Act request seeking a document that has been designated as confidential and exchanged as described herein, the party receiving the request shall notify the other parties immediately, and the party receiving the request shall withhold the designated confidential documents from the Public Records Act response.

D. General Provisions.

1. **Project Manager.** SHUSD shall name a Project Manager for the SHUSD. The Project Manager shall be the SHUSD's representative in connection with the City's performance under this Agreement.

2. **City Supervisor.** City shall designate the City Librarian as the Supervisor for City. The City Librarian, or their designee, are fully authorized to act on behalf of the City in connection with this Agreement.

3. **Indemnity/Hold Harmless.** City and SHUSD agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages, and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors, or omissions of the other party. The parties further agree that each shall not be held liable for any special, consequential, indirect, or incidental damages incurred as a result of this Agreement. In the event of concurrent negligence, then the liability for any all claims, suits, or actions arising out of this Agreement shall be apportioned between the parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

4. Insurance. Both parties shall maintain and provide evidence of self-insurance for the duration of this Agreement.
5. Expenses. Any expenses related to the provision of services incurred by City shall be the sole responsibility of the City. All costs related to the provision of student ID cards will be the sole responsibility of SHUSD.
6. Termination. Either Party may terminate this MOU without cause at any time by giving thirty days' prior written notice to the other Party of such termination and specifying the effective termination date.
7. Partnership. The provisions of this Agreement are not intended to create and shall not be interpreted to create a joint venture, a partnership or any similar relationship between the parties.
8. Amendments. Any amendments or modifications to this MOU must be mutually agreed upon by the Parties in writing.
9. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of California. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State of California and Napa County, California.
10. Notices. Formal notices, demands, and communications between City and SHUSD shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail postage prepaid, return receipt requested or delivered by reputable overnight delivery service, return receipt requested or delivered personally with a delivery receipt, to the offices of City and SHUSD as follows:

St. Helena Unified School District

Aracely Romo-Flores, Director of Education Services
465 Main Street
St. Helena, CA 94574

City of St. Helena

Anil Comelo, City Manager
1088 College Street
St. Helena, CA 94574

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

[Signatures appear on following page]

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

Consideration and proposed approval of a Resolution approving an agreement for Student Success Cards with the St. Helena Unified School District and authorizing the St. Helena City Manager to execute the agreement and execute any extension of the agreement.

RECITALS

- A. The City of St. Helena is committed to enhancing the quality of life for all residents, including families with young children; and
- B. The City of St. Helena and the St. Helena Unified School District have a long history of working together to provide services to the community; and
- C. The City of St. Helena, on behalf of the St. Helena Public Library, and the St. Helena Unified School District requested to partner to provide Student Success Card in accordance with SB321 and SB 1329; and

RESOLUTION

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

1. Approval of the agreement is not a CEQA project; and
2. Approves the agreement with the St. Helena Unified School District and authorizing the City Manager to execute the agreement; and
3. Authorizes the City Manager to execute any extensions of the agreement

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Recreation

DATE:	August 26, 2025
FROM:	Ashley Sylvester, Recreation Manager
SUBJECT:	Consideration and proposed adoption of a resolution (1) Approving temporary street closures; and (2) Authorizing possession of open alcoholic beverages on public streets and parking lots for the 2025 Harvest Festival.
RECOMMENDED ACTION:	Staff recommends City Council review and adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	City Council has adopted several resolutions of similar nature with the most recent taking place at the September 10, 2024 City Council meeting. Resolution No. 2024-128.
STATEMENT OF THE PURPOSE:	Staff is seeking City Council's approval to temporarily close several streets and allow the possession of alcoholic beverages on specific public streets to support the implementation of the 2025 Hometown Harvest Festival.
FINANCIAL IMPACT:	All staff time and associated event costs will be funded from approved FY 25-26 departmental budgets.

BACKGROUND:

The Harvest Festival is an annual event implemented by the St. Helena Community Services Department, in partnership with various community-based organizations and local vendors. The event has historically taken place on the third Saturday of October on Oak Avenue and surrounding streets and parking lots. The event is free to attend, and all community members and visitors are welcome.

DISCUSSION:

This year's annual Harvest Festival celebration is scheduled to take place on Saturday, October 18, 2025. With City Council's approval of the proposed resolution, the event will include an all-day street fair, pet parade, food and beverages, and other various community activities.

(1) Street Closures

In order to safely accommodate these activities, staff is requesting the following street closures:

- Adams Street, between Oak Avenue and Kearney Street, from 6:00am- 11:00am
- Adams Street, between Railroad Avenue and 899 Adams Street, from 5:00am – 7:00pm
- Library Lane, entirety of Library Lane, from 5:00am – 7:00pm

Staff will implement the following precautionary traffic control measures to ensure a safe event for attendees and limit the impact the proposed road closures have on the community:

- Electronic sign boards will be placed around the proposed street closures to notify community in advance of the event.
- No parking signage will be placed within the proposed street closure area 72-hours in advance of the event.
- City staff will directly notify and provide details of potential impacts to the businesses residents adjacent event area in advance of the event.
- City staff in the Fire, Parks & Recreation, Public Works, and Police Departments will be working day-of event.
- City staff will supply, set-up, and remove traffic control items (signage, barricades, traffic cones, vehicle blockades) to limit any potentially dangerous vehicle/pedestrian interface.
- Event staff will abide by all conditions of the encroachment permit and traffic safety as stipulated by the Public Works and Police Departments.

(2) Open Alcohol Possession

Historically, local non-profit organizations have sold alcoholic beverages at this event, including St. Helena Kiwanis Foundation, St. Helena Rotary Club, and St. Helena Oddfellows. Staff will once again work in partnership with these local non-profits to provide the same service at this year's event. The organizations will be responsible for securing a permit from the Department of Alcoholic Beverage Control (ABC) and will meet all insurance and security requirements as stipulated by City staff, St. Helena Police Department, and ABC.

ENVIRONMENTAL REVIEW:

Staff will coordinate with the City's Environmental Service technician and ensure event activities and associated amenities are implemented in accordance with all applicable environmental management practices.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[2025 Harvest Festival Resolution-AS](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025 -

RESOLUTION (1) APPROVING TEMPORARY STREET CLOSURES; AND (2) AUTHORIZING POSSESSION OF OPEN ALCOHOLIC BEVERAGES ON PUBLIC STREETS FOR THE HOMETOWN HARVEST FESTIVAL FESTIVITIES ON OCTOBER 18, 2025

WHEREAS, the City's Parks and Recreation Department, in partnership with community organizations and local vendors, has traditionally hosted an annual community event the third Saturday in October, known as the Hometown Harvest Festival; and

WHEREAS, Temporary closure of City streets and lots within the event area will provide adequate space for Harvest Festival activities to take place and create a safe environment for event attendees, staff, and vendors; and

WHEREAS, The St. Helena Recreation Department is requesting temporary closures of portions of Adams Street and Library Lane for the Hometown Harvest Festival on October 18, 2025; and

WHEREAS, The St. Helena Municipal Code Section 9.04.010 authorizes the City Council to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot; and

WHEREAS, Parks and Recreation Department is requesting City Council allow possession of alcohol on specific public streets during the duration of the Harvest Festival and will work in partnership with local non-profit organizations to sell beer and wine at the event; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Helena hereby approves the following:

1. Temporary closures of the following streets on October 18, 2025:

- Adams Street, between Oak Avenue and Kearney Street, from 6:00am-11:00am
- Adams Street, between Railroad Avenue and 899 Adams Street, from 5:00am – 7:00pm
- Library Lane, entirety of Library Lane, from 5:00am – 7:00pm
- Possession of open alcoholic beverages on public streets and parking lots encompassed by the Harvest Festival event footprint on October 18, 2025.

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring: _____

Vice Mayor Deasy: _____

Councilmember Barak: _____

Councilmember Spadarotto: _____

Councilmember Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Recreation

DATE:	August 26, 2025
FROM:	Ashley Sylvester, Recreation Manager
SUBJECT:	Consideration and proposed adoption of a resolution authorizing (1) a temporary street closure of Hunt Avenue from November 24, 2025 until January 5, 2026 with additional street closures on November 26, 2025; and (2) possession of open alcoholic beverages on public streets on November 26, 2025 for the Holiday Wine Barrel Tree installation and lighting ceremony.
RECOMMENDED ACTION:	Staff recommends City Council review and adopt the attached resolution.
PREVIOUS COUNCIL ACTION:	City Council has approved similar resolution for the installation Holiday Wine Barrel Tree since 2021. The most recent action took place at the September 10, 2024 City Council Meeting, Resolution No. 2024-129.
STATEMENT OF THE PURPOSE:	City Staff, in partnership with the St. Helena Chamber of Commerce, is seeking City Council's approval to temporarily close a portion of Hunt Avenue and allow the possession of open alcoholic beverages on Hunt Avenue and Railroad Ave for Holiday Wine Barrel Tree installation and lighting ceremony.
FINANCIAL IMPACT:	The City will incur costs associated with installation of traffic safety measures and community event implementation. All staffing and associated installation costs will be funded from approved FY 25-26 departmental budgets. The cost of the barrel tree materials and professional install will be covered by the Chamber of Commerce, with the support of local sponsorship.

BACKGROUND:

Over the past several years, the St. Helena Chamber of Commerce (Chamber) has worked in partnership with City staff to enhance community holiday festivities for the period of time between the Thanksgiving and the New Year's Day holidays. In 2021, the Chamber introduced a lighted Holiday Wine Barrel Tree installation on Hunt Ave. The installation consists of 145 professionally installed wine barrels stacked with a custom steel structure, baseplate and plywood decks, measuring over 30 feet tall. Additionally, the installation will once again include holiday-themed décor throughout Hunt Ave and artistic traffic barrier coverings to enhance the overall aesthetics of the closure.

After successful installations the past three years, the Chamber, in partnership with the City, are proposing a similar display for the holiday season in 2025.

DISCUSSION:

(1) Street Closure

In order to accommodate the wine barrel tree installation, safely allow pedestrians to gather in the surrounding area, and provide space for holiday festivities and entertainment, staff is proposing the following closures.

- Hunt Avenue (between Main Street and Railroad Avenue) to vehicle traffic throughout the duration of the wine barrel tree display, from November 24, 2025- January 5, 2026.
- Hunt Ave (between Main Street Avenue and Church Street) for the lighting ceremony and festivities, on November 26, 2025 from 3:00pm- 10:00pm.
- Railroad Ave (between Adams Street and Hunt Avenue) for the lighting ceremony and festivities, on November 26, 2025 from 3:00pm- 10:00pm.

City staff will assist with installation of safety barriers, public notifications of parking modifications, and installation of temporary parking spaces along the eastern closure of Hunt Avenue near Railroad Avenue. If approved, the road closure would be in place from November 24, 2025 – January 5, 2026 on Hunt Avenue and November 26, 2025 from 3:00pm- 10:00pm on Hunt Avenue and Railroad Avenue.

If the proposed road closure is approved by Council, the Chamber of Commerce will obtain a Temporary Use and Encroachment Permit for the installation. The Chamber and City staff will notify all businesses in the immediate vicinity of the proposed closure prior to the August 26 City Council meeting.

(2) Open Alcohol Possession

As part of the barrel tree lighting festivities on November 26, staff is requesting the possession of alcohol beverages (beer and wine) be allowed within the footprint of the street closure on Hunt Ave and Railroad Ave. If approved, the Chamber would be responsible for securing a permit from the Department of Alcoholic Beverage Control (ABC) and will meet all insurance and security requirements as stipulated by City staff, St. Helena Police Department, and ABC.

ENVIRONMENTAL REVIEW:

Staff will coordinate with the City's Environmental Service technician and ensure event activities and associated amenities are implemented in accordance with all applicable environmental management practices.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[2025 Holiday Wine Barrel Tree Resolution](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025 -

RESOLUTION APPROVING (1) A TEMPORARY STREET CLOSURE OF HUNT AVENUE FROM NOVEMBER 24, 2025 – JANUARY 5, 2026; AND (2) POSSESSION OF OPEN ALCOHOLIC BEVERAGES ON HUNT AVE ON NOVEMBER 26, 2025 TO SUPPORT THE HOLIDAY WINE BARREL TREE INSTALLATION AND LIGHTING CEREMONY

WHEREAS, the St. Helena Chamber of Commerce (Chamber) is working in partnership with the City to support the economic vitality of downtown St. Helena and create a festive holiday atmosphere for community members and visitors alike; and

WHEREAS, the Chamber has successfully installed a lighted Holiday Wine Barrel Tree installation on Hunt Avenue for the past three holiday seasons; and

WHEREAS, the Chamber, in partnership with City staff, is proposing the return of the Holiday Wine Barrel Tree installation with accompanying décor and entertainment for the 2025 holiday season; and

WHEREAS, a temporary street closure of Hunt Avenue from Main Street to Railroad Avenue is being requested to support the Holiday Wine Barrel installation and provide a safe environment for the community to gather; and

WHEREAS, The St. Helena Municipal Code Section 9.04.010 authorizes the City Council to allow possession of open alcoholic beverages on public streets or any private or public off-street parking lot; and

WHEREAS; City staff, in partnership with the Chamber, are requesting City Council authorize the possession of open alcoholic containers within the confines of the event space for the Holiday Wine Barrel Tree Lighting ceremony on November 26, 2025.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Helena hereby approves the following:

1. The temporary street closure of Hunt Avenue, between Main Street to Railroad Avenue, from November 24, 2025 - January 5, 2026.
2. The temporary street closure of Railroad Ave between Adams Street and Hunt Avenue during the duration and set up of the barrel tree lighting festivities on November 26,

- 2025.
3. The temporary street closure of Hunt Ave Between Main Street and Church Street during the duration and set up of the barrel tree lighting festivities on November 26, 2025.
 4. Possession of open alcoholic beverages on Hunt Ave during the duration of the barrel tree lighting festivities on November 26, 2025.

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Interim City Clerk

From: [Tracy McBride](#)
To: [Public Comment](#)
Subject: St Helena City Council Meeting 8.26.25 Request to Pull Consent Item 10.10
Date: Sunday, August 24, 2025 1:44:17 PM

Hello City Council,

Please pull the Consent Item 10.10 regarding the temporary street closure of Hunt Avenue from November 24, 2025 until January 5, 2026, so that public comment can be heard.

Wear on City streets by semi-trucks, City Truck Ordinance Truck Route Ordinance is overlooked, fiscal impact not thorough:

- Closure of Hunt Ave between Main & Railroad directs semi-trucks use Pope St to Church St to Hunt Ave. (per prior installations of the "holiday tree")
- CalTrans approves semi-trucks such as those that Safeway uses to weigh up to 80,000 pounds.
- The City of St Helena Truck Ordinance requires trucks over 10,000 pounds to use the truck route on Main Street and then to use the direct route to their destination. Closing Hunt Avenue blocks the direct route.
- Our residential streets are not constructed to support this type of semi-truck traffic. Thus semi-truck traffic will increase notable wear and tear on the roads. I do not see where the additional road maintenance cost for using a "local" street is included in the fiscal estimate for the closure of Hunt Ave for 42 days.

Quality of Life for residents is degraded:

- The quality of life for those living on residential streets where large semi-trucks will drive is not considered in this proposal. The quality of life was the reason St Helena adopted a truck route ordinance, and ignoring this component is in contradiction to our own regulations. Semi-trucks on a residential street are disruptive and potentially a safety hazard.

At a minimum, I respectfully ask:

- The City route large trucks to use Main Street to Adams St to Railroad to Hunt Ave (if this proposal is passed), which avoids residential impact.
- The City to consider if this event should be maintained in the future due to impact on local residents (both quality of life and fiscal impact), or if at a minimum the event should be rotated to different locations.
- The City Council to affirm their commitment that large trucks should not be using residential streets per our Truck Ordinance.
- The City notifies Safeway and other businesses of the temporary truck route not along residential streets.

Thank you.

Tracy McBride,

Phone: 510-517-6202

From: [Elaine de Man](#)
To: [Erika Opp](#)
Subject: Consent Item 10.10
Date: Tuesday, August 26, 2025 2:30:12 PM

To the Mayor and Members of the City Council:

Please pull Consent Item 10.10.

As a resident on the east side of town, I am requesting that the city find a new home for the Barrel Tree as the closure of Hunt Street is a major inconvenience for those of us who use that street on a regular basis.

Additionally, trucks servicing Safeway have to find alternative routes to get to the store, often driving through our neighborhoods and causing impacts at other intersections.

It also causes unnecessary waits to turn off of Main Street as it closes one of the thoroughfares for traffic wanting to turn east and adds to traffic congestion and carbon emissions.

I understand that the merchants think it is important to bring additional tourist business to downtown during the holiday season, but as you can see from the report below, published by the city, most of our sales tax revenue is NOT generated by Main Street stores, but rather from local serving businesses, which do include restaurants.

**CITY OF ST. HELENA
REVENUE CAPACITY
PRINCIPAL SALES TAX PRODUCERS - TOP TWENTY-FIVE
CURRENT YEAR AND TEN YEARS AGO
(IN ALPHABETICAL ORDER)**

2024		2015	
Business Name	Economic Segment	Business Name	Economic Segment
Azteca Market	Food Markets	A & J Vineyard Supply	Building Materials - Wholesale
Brown's Auto Parts	AutoParts/Repair	Beringer Vineyards	Food Processing
Central Valley Builders Supply	Building Materials - Retail	BP Service Stations	Service Stations
Culinary Institute of America	Business Services	Brown's Auto Parts	AutoParts/Repair
Elyse Walker	Apparel Stores	Burgstahler Machine Works	AutoParts/Repair
Farmstead Restaurant	Restaurants	Central Valley Builders Supply	Building Materials - Retail
Goose & Gander	Restaurants	Cindy's Backstreet Kitchen	Restaurants
Gott's Roadside	Restaurants	Cook St. Helena	Restaurants
Harlan Estate Winery	Food Processing	Culinary Institute of America	Business Services
Harvest Table	Restaurants	Exxon Service Stations	Service Stations
Las Alcobas	Restaurants	Farmstead Restaurant	Restaurants
Martin Design	Miscellaneous Retail	Franciscan Vineyards	Food Processing
Merryvale Vineyards	Food Processing	Goose & Gander	Restaurants
Napa Valley AG Supply	Building Materials - Wholesale	Gott's Roadside	Restaurants
Napa Valley Petroleum	Service Stations	Harlan Estate Winery	Food Processing
OK Tire Store	AutoParts/Repair	Market	Restaurants
One True Vine	Food Processing	Napa Valley AG Supply	Building Materials - Wholesale
Safeway Stores	Food Markets	Napa Valley Wine Auction	Food Processing
Sager Ford	Auto Sales - New	One True Vine	Food Processing
Shamrock Building	Building Materials - Retail	Safeway Stores	Food Markets
Sunshine Foods	Food Markets	Steve's Hardware	Building Materials - Retail
The Charter Oak Restaurant	Restaurants	Sunshine Foods	Food Markets
Tra Vigne Restaurant	Restaurants	Tra Vigne Restaurant	Restaurants
Tre Posti Catering	Restaurants	Wilson-Daniels	Food Processing
Treasury Wine Estates	Food Processing	Zumwalt Ford	Auto Sales - New

Source: MuniServices

I don't understand why we would be willing to spend money and staff time and inconvenience our residents, for such a small, *potential* gain. Please, let's not do this, again.

I think Lyman Park would be a much more appropriate location for the Barrell Tree. If people from out-of-the-area are coming here just to have their photo taken in front of it, they will find it down a few blocks down the street.

Elaine de Man
Chiles Ave.



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Public Works

DATE:	August 26, 2025
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	To adopt (1) a Resolution of the City Council of the City of St. Helena approving an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants for the Hunter Subdivision Project, authorizing the city manager to execute the Affordable Housing Agreement and directing the acting city clerk to record the agreement in the official records of Napa County, and (2) a Resolution of the City Council of the City of St. Helena approving the Final Subdivision Map, Subdivision Improvement Agreement and Post-Construction Storm Water Management and Maintenance Agreement; authorizing the city manager to execute the approved agreements; and authorizing the city clerk to record the final subdivision map and related agreements in the official records of Napa County
RECOMMENDED ACTION:	To adopt (1) a Resolution of the City Council of the City of St. Helena approving an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants for the Hunter Subdivision Project, authorizing the city manager to execute the Affordable Housing Agreement and directing the acting city clerk to record the agreement in the official records of Napa County, and (2) a Resolution of the City Council of the City of St. Helena approving the Final Subdivision Map, Subdivision Improvement Agreement and Post-Construction Storm Water Management and Maintenance Agreement; authorizing the city manager to execute the approved agreements; and authorizing the city clerk to record the final subdivision map and related agreements in the official records of Napa County.
PREVIOUS COUNCIL ACTION:	On June 26, 2023, the City Council adopted Resolution 2023-069 approving the Hunter Tentative Subdivision Map.
STATEMENT OF THE PURPOSE:	Consideration and approval of a Resolution approving an Affordable Housing Agreement for the Hunter Subdivision Project, and a Resolution approving the Hunter Final Subdivision Map and agreements required in conjunction with the final map, authorizing the City Manager to execute

	the required agreements, and directing the City Clerk to record the Final Map and related agreements.
FINANCIAL IMPACT:	None.

BACKGROUND:

White Fang Properties, LLC (the Developer) owns a 16.9-acre parcel located northeast portion of St. Helena, at the eastern terminus of Adams Street, and desires to subdivide the property into 51 parcels for single family homes; one 3.13-acre parcel for multi-family homes and two parcels for landscaping and an onsite water well on a property located at the eastern terminus of Adams Street in the Medium Density Residential (MR) zoning district. The City processed the Developer's application to subdivide their property over the course of several years, culminating in the consideration by the City of a tentative subdivision map in 2023.

On February 7, 2023, the Planning Commission recommended approval of the Tentative Subdivision Map.

On June 26, 2023, the City Council adopted Resolution 2023-068 Certifying the Environmental Impact Report (State Clearinghouse # 2018032014) for the Hunter Subdivision Project; Adopting Findings Pursuant to the California Environmental Quality Act; Adopting A Statement of Overriding Considerations; and Adopting a Mitigation, Monitoring and Reporting Program.

On June 26, 2023, the City Council approved the adopted Resolution 2023-069 approving the Hunter Tentative Subdivision Map.

Following certification of the Environmental Impact Report (EIR) for the residential development and approval of the Tentative Subdivision Map (TSM), two organizations, St. Helena Citizens for a Sustainable Future and Water Audit California (Petitioners) filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief in Napa County Superior Court seeking to overturn the Council's decisions to certify the EIR and approve the TSM. On December 11, 2024, the Court issued its order upholding the validity of both the EIR and the Council's decision to approve the tentative subdivision map in its entirety. The Petitioners have appealed the Superior Court's ruling, and that appeal is currently pending.

In the meantime, the property owner has been proceeding with the process of preparing a final subdivision map in accordance with the requirements of the California Subdivision Map Act (Map Act) and the City's Subdivision Ordinance, and addressing certain conditions of approval that were included as part of the approval of the TSM, and required to be addressed prior to approval of the final subdivision map. Among the conditions required to be addressed is the preparation and approval of an Affordable Housing Regulatory Agreement that will ensure that the affordable housing included in residential subdivision will be developed as part of the project. City staff and the Developer have negotiated the terms of an Affordable Housing Regulatory Agreement

in conformance with the requirements of the City's inclusionary housing ordinance, and that agreement is being presented to the Council for its consideration. Additionally, the final subdivision map is now complete, and also ready for consideration by the Council.

DISCUSSION:

For subdivisions of land that divide land into five or more parcels, California law provides for a two-step process. First, the subdivider will apply for approval of a tentative subdivision map, which will allow City staff and the City Council some flexibility to include some acceptable changes before a final subdivision map is prepared. The tentative map shows the design and improvement of the proposed subdivision and the existing conditions in and around the subdivision. (California Government Code Sec. 66424.5.)

Following approval of the tentative map, the subdivider will prepare a final subdivision map, which requires more detailed surveying engineering work to confirm the technical accuracy of the map before recordation in the official records of the County. Once the map is prepared, the Director of Public Works, in his capacity as City Engineer, is required to review the final map to confirm that it conforms to all conditions of approval for the TSM.

The Director of Public Works has reviewed the Hunter Final Map and found it to be in substantial conformance of the California Subdivision Map Act and the City of St. Helena Municipal Code. The Director has also reviewed the Hunter Subdivision Improvement Plans and found them to be in substantial conformance with City Standards and the project's conditions of approval. Provided that a final map conforms with all conditions of approval attached to the tentative map, the approval of the final map is a ministerial action of the Council. In other words, the Council has no discretion to deny approval of the map, if all conditions are met. (Government Code Sec. 66458.)

While the Director of Public Works has confirmed that the final map conforms with the applicable requirements, there are certain agreements that must be approved in conjunction with the final map in order for the Developer to fully address the conditions that must be satisfied prior to approval of the final map. The agreements are described below.

Affordable Housing Regulatory Agreement (01 - Exhibit 1)

The conditions of approval for the TSM require that prior to approval of the final map, the Developer must enter into an Affordable Housing Agreement with the City to satisfy the requirements of the City's Inclusionary Housing Ordinance, which agreement is subject to the review and approval of the City Council. The Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenant (Exhibit A to Attachment No. 1) is required to ensure that the Developer meets the City's requirement that at least twenty percent of all new dwelling units (not including accessory dwelling units) in

a residential subdivision shall be affordable units. The Affordable Housing Agreement meets that requirement as described below.

The development is comprised of 87 total units, including 51 single family units on individual parcels (the "Single Family Units"), 25 units to be developed on Lot 52 of the subdivision map (the "Lot 52 units"), and 11 accessory dwelling units (the "ADUs") that will be constructed with the Single Family Units (which are not included for purposes of calculating the affordable housing requirement). The Affordable Housing Agreement requires that 15 of the Lot 52 units will be provided as either for-sale or rental affordable housing units. These 15 units are equal to 19.73% of the total units of the development (excluding the ADUs), and as permitted by the Inclusionary Housing Ordinance, the Developer will pay to the City an inclusionary housing in-lieu fee for the 0.27% fraction of an affordable housing unit needed to satisfy the full 20% requirement.

The Agreement provides the Developer with the discretion to provide the units through either providing for-sale affordable units (which would likely be townhome units), or rental affordable units, both in conformance with the requirements of the Inclusionary Housing Ordinance. The Developer must notify the City whether it plans to provide the affordable housing units as rental units or ownership units prior to the City issuing a rough grading permit for the Property. If the units are developed as ownership units, seven of the units would be sold at an affordable sales price to households earning not more than 100% of the area median income (AMI) for Napa County, and eight of the units would be sold at an affordable sales price to Moderate Income Households (earning not more than 120% of AMI). If the units are developed as rental units, then 9 of the units will be rented to Very Low Income Households (earning not more than 50% of AMI), 4 units will be rented to Low Income Households (earning not more than 80% of AMI) and 2 of the units will be rented to Moderate Income Households (earning not more than 120% of AMI). For reference, the current area median income for Napa County for a four-person household is \$146,700. Both requirements are consistent with the requirements of the City's Inclusionary Housing Ordinance.

The Agreement requires that the affordable units must be developed concurrently and on a proportionate basis with the market rate units. Specifically, the Agreement requires that the Developer must secure at least one certificate of occupancy for an affordable unit for each four certificates of occupancy received for market rate units, so that the affordable units are being constructed on at least an equivalent pace with the market rate units. Once constructed, the affordable units are required to remain affordable in perpetuity. The Affordable Housing Agreement will be considered pursuant to a separate resolution, since the conditions of approval required it to be approved by Council prior to the approval of the final subdivision map.

Subdivision Improvement Agreement (02 - Exhibit B)

As part of the subdivision of the Property, the Developer is required to make certain public infrastructure improvements to serve the subdivision. These improvements have been included in the Subdivision Improvement Plans which, as noted above, have been

reviewed by the Public Works Director and confirmed to be in substantial conformance with the City standards and the conditions of approval for the TSM. The Subdivision Map Act allows that rather than constructing all of the infrastructure improvements prior to the recordation of the final map, the subdivider and the City may enter into a Subdivision Improvement Agreement, pursuant to which the subdivider agrees to construct the required infrastructure improvements following recordation of the final map. The Map Act further requires that the developer provide security to ensure that the improvements are completed, in the form of bonds, letters of credit, or similar security. The City prepared the Subdivision Improvement Agreement (Exhibit B to Attachment No. 2), and Developer has agreed to its terms, and provided the City with the required bonds. The City Attorney and the Public Works Director have reviewed the Subdivision Improvement Agreement and have determined that it meets the requirements of the Map Act, the City's Subdivision Ordinance and the Conditions of Approval.

Post-Construction Storm Water Management and Maintenance Agreement (02 - Exhibit C)

The City is governed by the Napa Countywide Storm Water Pollution Prevention Program (NCSPPP) for Small Municipal Separate Storm Sewer Systems. The NCSPPP, which is comprised of City of Napa, Yountville, Calistoga, St. Helena, American Canyon and Napa County is covered under a Phase II General Permit governing storm water discharges. Under the Phase II permit, the City is required to ensure that post construction structural best management practices for managing storm water discharge are incorporated into new development, and that there is adequate long-term maintenance for those structural improvements. To that end, the City and Developer have prepared the Declaration of Easements and Maintenance Agreement – Post Construction Storm Water Best Management Practices to ensure the long-term maintenance of those improvements. The improvements will initially be maintained by the Developer, until a maintenance association for the subdivision is established, at which point the maintenance association will assume responsibility for the improvements. In the event that the maintaining owner (either the Developer or the maintenance association) fails to maintain the improvements, the City may make the required improvements itself and bill the maintaining owner for the associated costs. The City Attorney and the Public Works Director have reviewed the Post-Construction Storm Water Management and Maintenance Agreement and determined that it addresses the applicable conditions of approval.

Declaration of Restrictions (CC&Rs) and Well Easement Agreement (Attachment 1 & Attachment 2)

The City Attorney has reviewed Declaration of Restrictions and found them to be in conformance with the Conditions of Approval and applicable law.

Similarly, the City Attorney has reviewed the Hunter Well Easement Agreement which will be executed between the developer, White Fang Properties LLC, and the Hunter

Homeowners Association and found it to be in conformance with the Conditions of Approval and applicable law.

ENVIRONMENTAL REVIEW:

An EIR for the Hunter Subdivision Project was prepared and certified by the City Council on June 26, 2023 by Resolution 2023-068. The approval of the final map and associate agreements is part of the project reviewed in the EIR, and therefore this action does not require further CEQA review. Additionally, as noted above the act of approving the final map is a ministerial action, and therefore is not subject to CEQA.

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[01 - Resolution - Hunter Affordable Housing Agreement Reso-c1_082225](#)

[01 - EXHIBIT A - St. Helena - Affordable Housing Agreement \(Hunter Subdivision\)-c1](#)

[02 - Resolution - Hunter Final Map.20250822](#)

[02 - EXHIBIT A - Final Map 5567.0](#)

[02 - EXHIBIT B - City of St. Helena - Subdivision Improvement Agreement \(Hunter Subdivision\)-c1.EOpp \(1\)](#)

[02 - EXHIBIT C - Hunter Post Construction Storm Water BMP Maintenance Agreement \(2966371_6\)](#)

[ATTACHMENT 1 - Hunter Declaration of Restrictions CC Rs \(2920109_11\)](#)

[ATTACHMENT 2 - Hunter Well Easement Agreement \(2986807_RV5toV4\)](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING
THE AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION
OF RESTRICTIVE COVENANTS (HUNTER SUBDIVISION PROJECT) AND
AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON
BEHALF OF THE CITY**

RECITALS

- A. The White Fang Properties, LLC (the “Developer”) is the owner of that certain property located in the northeast portion of St. Helena, at the eastern terminus of Adams Street in the Medium Density Residential (MR) zoning district (the “Property”); and
- B. Developer intends to develop a residential development upon the Property that will include 51 single family dwelling units, 11 accessory dwelling units and 25 units to be developed on a separate parcel designated as “Lot 52” on a tentative subdivision map prepared for the Property (the “Hunter Subdivision Project”); and
- C. On June 26, 2023, the City Council adopted Resolution 2023-068 Certifying the Environmental Impact Report (State Clearinghouse # 2018032014) for the Hunter Subdivision Project; Adopting Findings Pursuant to the California Environmental Quality Act; Adopting A Statement Of Overriding Considerations; and Adopting a Mitigation Monitoring and Reporting Program, and adopted Resolution 2023-069 approving the Hunter Tentative Subdivision Map; and
- D. As a condition of approval of the Hunter Tentative Subdivision Map, Developer is required to enter into an Affordable Housing Agreement to ensure Developer’s compliance with the City’s Inclusionary Housing requirements as set forth in Chapter 17.30 of the St. Helena Municipal Code; and
- E. City and Developer have prepared an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (Hunter Subdivision Project) that requires that 15 of the residential units to be developed in the Hunter Subdivision will be income restricted and rented or sold for eligible households as more specifically set forth in the Agreement, and includes such other requirements as necessary to ensure compliance with the Conditions of Approval for the Hunter Subdivision related to the provision of affordable housing and Chapter 17.30 of the St. Helena Municipal Code.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena hereby resolves that the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (Hunter Subdivision Project) in the form attached hereto as **Exhibit A** is approved, and the City Manager is directed to execute said agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

City of St. Helena

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

**AFFORDABLE HOUSING REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**
(Hunter Subdivision Project)

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is entered into effective as of August 26, 2025 ("Effective Date"), by and between the City of St. Helena, a municipal corporation ("City"), and White Fang Properties, LLC, a South Dakota limited liability company ("Applicant"), with reference to the following facts.

RECITALS

A. Applicant intends to develop a residential development (as further defined below, the "Development") upon the real property located in the City of St. Helena at the northeast portion of St. Helena, at the eastern terminus of Adams Street, known as Napa County Assessor's Parcel No. 009-030-057, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Development will include fifty-one (51) single family dwelling units. Eleven (11) of the single family lots will have additional accessory dwelling units ("ADUs"). In addition, the Development intends to construct twenty-five (25) units within the area designated as "Lot 52" on the Tentative Map approved by the City Council on June 26, 2023 for the Property in Resolution No. 2023-69 (the "Lot 52 Units"), fifteen (15) of which will be income-restricted to Eligible Households as further defined herein (the "Affordable Units"). The affordable housing component of the Development is described in more detail in Exhibit "B" attached hereto and incorporated herein by reference. Due to the Development's inclusion of eighty-seven (87) total units, the Development satisfies the density requirements of the Medium Density Residential (MR) zoning district as set forth in Chapter 17.16 of the Ordinance.

C. The Development's inclusion of the Affordable Units, will allow the Applicant to qualify for Government Code Sections 65915-65918, as applicable ("State Density Bonus Law") and satisfy the requirements of Chapter 17.30 of the St. Helena Municipal Code (the "Ordinance"). The purpose of this Agreement is to provide the initial legal recorded affordability restrictions for the Affordable Units pursuant to the Ordinance.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Applicant hereby agree as follows.

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EXHIBIT A

ARTICLE 1 DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

“Actual Household Size” means the actual number of persons in the applicable household.

“Affordable Housing Cost” means the housing cost for for-sale inclusionary units as defined by California Health & Safety Code Section 50052.5 for owner occupied housing, as applicable to the moderate-income households.

“Affordable Sales Price” means the maximum sales price for which a for-sale inclusionary unit may be sold that will not result in the purchaser’s monthly payments exceeding an Affordable Housing Cost for the for-sale inclusionary unit, assuming a benchmark mortgage interest rate and minimum down payment as may be established by the City from time to time.

“Affordable Rent” means the affordable rent for rental dwelling units as defined in California Health and Safety Code Section 50053.

“Affordable Unit” is defined in the recitals to this Agreement.

“Agreement” is defined in the preamble to this Agreement.

“Area Median Income” means the area median income for Napa County, California, adjusted for Actual Household Size, as determined by the United States Department of Housing and Urban Development (“HUD”) and as published from time to time by the State of California Department of Housing and Community Development (“HCD”) in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c).

“Assumed Household Size” shall have the meaning set forth in Section 2.2(c) below.

“City” is defined in the preamble to this Agreement.

“Applicant” is defined in the preamble to this Agreement.

“Development” is defined in the recitals to this Agreement.

“Effective Date” is defined in the preamble to this Agreement.

“Eligible Household” means a household whose Gross Income upon initial occupancy does not exceed the maximum income level applicable to the Affordable Unit in which the household intends to reside as specified in Section 2.1.

“Gross Income” shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such Section may be revised from time to time.

“Indemnitees” shall have the meaning set forth in Section 8.1 below.

“Low-Income Household” means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time for Napa County pursuant to Section 8 of the United States Housing Act of 1937. The income limit for low-income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, § 6932.

“Low-Income Unit” means a dwelling unit that is required to be sold or rented to a Low-Income Household at an Affordable Sales Price or an Affordable Rent, as applicable.

“Moderate-Income Household” shall have the meaning set forth in Section 50093 of the California Health and Safety Code. The income limit for moderate-income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, § 6932.

“Moderate-Income Unit” means a dwelling unit that is required to be sold or rented to a Moderate-Income Household, as applicable, or a Low-Income Household that is able to qualify to rent or purchase the Moderate-Income Unit.

“Occupant” means a household legally occupying an Affordable Unit.

“Ordinance” is defined in the recitals to this Agreement.

“Party” and **“Parties”** are defined in the preamble to this Agreement.

“Property” is defined in the recitals to this Agreement and more particularly described in the legal descriptions attached as Exhibit “A”.

“State Density Bonus Law” is defined in the recitals to this Agreement.

“Tenant” means a household legally occupying an Affordable Unit pursuant to a valid lease with Applicant or Applicant’s successor in interest.

“Term” means the term of this Agreement, which shall commence on the Effective Date and shall terminate upon mutual written agreement executed by and between the parties hereto or their successors in interest.

“Very-Low Income Household” means a household whose income does not exceed the qualifying limits for very low-income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. The income limit for very-low income households, adjusted for family size, is published periodically in the California Code of Regulations, Title 25, § 6932.

“Very-Low Income Unit” means a dwelling unit that is required to be sold or rented to a Very-Low Income Household at an Affordable Sales Price or an Affordable Rent, as applicable.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) To satisfy the requirements of Chapter 17.30.030 of the Ordinance, the Applicant shall do one of the following, at its discretion:

(1) In the event that the Applicant develops the Lot 52 Units as rental residential units pursuant to Chapter 17.30.030(F) of the Ordinance, Applicant shall ensure that the Affordable Units shall be comprised of the following: Nine (9) units shall be Very-Low Income Units that shall be rented at an Affordable Rent to Eligible Households that qualify as Very-Low Income Households; four (4) units shall be Low-Income Units that shall be rented at an Affordable Rent to Eligible Households that qualify as Low-Income Households; and two (2) units shall be Moderate-Income Units that shall be rented at an Affordable Rent to Eligible Households that qualify as Moderate-Income Households.

(2) In the event that the Applicant develops the Lot 52 Units as for sale residential units pursuant to Chapter 17.30.030(G) of the Ordinance, Applicant shall ensure that the Affordable Units shall be comprised of the following: Seven (7) units shall be sold at an Affordable Sales Price to Eligible Households whose Gross Income upon initial occupancy does not exceed one-hundred percent (100%) of Area Median Income as adjusted for Actual Household Size; and eight (8) units shall be sold at an Affordable Sales Price to Eligible Households that qualify as Moderate-Income Households.

Prior to the issuance of the rough grading permit for all or any portion of the Property, the Applicant shall notify the City Community Development Director whether it intends to develop the Lot 52 Units as for-sale or rental units as set forth above.

(b) Pursuant to Chapter 17.30.030(A) of the Ordinance, the Applicant shall pay an in-lieu fee for the twenty-seven one-hundredths percent (0.27%) fraction of an affordable unit necessary to satisfy the Ordinance’s requirement to develop twenty percent (20%) of the total new dwelling units as affordable units.

(c) Continued Affordability.

(1) In the event that Applicant develops the Lot 52 Units as rental residential units, the Affordable Units shall be rented to Eligible Households in perpetuity, pursuant to an affordable housing regulatory agreement entered into by and between the City and Applicant or Applicant’s successor in interest in a form as approved by the City, which regulatory agreement shall be consistent with the requirements of this Agreement, and shall be recorded in the Official Records of Napa County against the entirety of Lot 52.

(2) In the event that Applicant develops the Lot 52 Units as for-sale residential units, as a condition of the sale of each Affordable Unit to an Eligible Household, the Eligible Household shall execute, in recordable form, a resale restriction agreement and deed of trust in a form as prepared by the City, to ensure that the Affordable Unit may only be sold to Eligible Households at an Affordable Sales Price for a term of not less than 45 years. Such resale restriction agreement and deed of trust shall be recorded against each such Affordable Unit in the Official Records of Napa County concurrently with the conveyance of each Affordable Unit to an Eligible Household.

(d) Comparable Quality. The Affordable Units shall be comparable in number of bedrooms, exterior appearance, and overall quality to the unrestricted Dwelling Units in the Development, provided that the gross floor area of the Affordable Units and interior features in the Affordable Units need not be the same as or equivalent to those in the unrestricted units in the Development.

2.2 Allowable Rent or Purchase Price.

(a) Affordable Rent for Affordable Units. To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(1), and subject to the provisions of Section 2.3 below, the maximum rent charged to Tenants of the Affordable Units shall not exceed Affordable Rent. Notwithstanding any contrary provision hereof, if any Affordable Unit is subsidized pursuant to the Section 8 Housing Choice Voucher Program or any other program that provides rent subsidy, Applicant or Applicant's successor in interest at the owner of Lot 52 shall be permitted to receive additional rent revenue pursuant to and in accordance with such program, and the restriction on rent set forth herein shall only apply to the rent that is payable by the Tenant. The total rent charged for a unit subsidized through the Section 8 Housing Choice Voucher Program may not exceed the Section 8 Payment Standard adopted by the local Public Housing Authority based on the unit's bedroom count.

(b) Affordable Sales Price for Affordable Units. To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(2), the maximum sales price of the Affordable Units shall not exceed an Affordable Sales Price.

(c) Assumed Household Size. In calculating Affordable Rent and Affordable Sales Price, the following Assumed Household Sizes shall apply, provided that if applicable federal statutes or regulations require use of alternate household size assumptions, such federally-mandated household size assumptions shall be used instead of the assumptions provided below:

<u>Number of Bedrooms</u>	<u>Assumed Household Size</u>
Studio	1
One	2
Two	3
Three	4

(d) Rent. To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(1), rent increases for the Affordable Units shall comply with all local, state, and federal laws, rules, and regulations applicable to the Affordable Units, provided that in no event will the rent for any Affordable Unit exceed the applicable Affordable Rent. The City or its designee shall provide the Applicant with a schedule of maximum permissible rents for the Affordable Units annually. The Applicant shall provide City or its designee with all information reasonably requested by the City or its designee in connection with the rental of the Affordable Units.

2.3 Termination of Occupancy. To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(1), upon termination of occupancy of an Affordable Unit by an Occupant, such Affordable Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very-Low Income or Low-Income) as the income level of the vacating Occupant, provided that Applicant or its designee is diligently marketing the Affordable Unit for rent during such vacancy. At such time that the unit is reoccupied, Applicant or its designee shall verify that the new Tenant is an Eligible Household for the applicable Affordable Unit (e.g., Very-Low Income or Low-Income) and provide the City or its designee with the information required pursuant to Article 3 of this Agreement to certify such income. In any event, the Applicant or its designee shall maintain the occupancy requirements set forth in Section 2.1 above.

2.4 Section 8 Housing Choice Voucher Holders. To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(1), the Applicant will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing certificate program or the Housing Choice Voucher Program under Section 8 of the United States Housing Act, or its successor. The Applicant or its designee shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor shall the Applicant or its designee apply or permit the application of management policies or lease provisions with respect to the units which have the effect of precluding occupancy of units by such prospective Tenants.

2.5 Construction of Affordable Units. The Affordable Units shall be developed concurrently with the unrestricted units in the Development, and the City shall not issue a certificate of occupancy for any of the unrestricted units in the Development unless and until the City concurrently issues certificate of occupancy for a comparable share of the Affordable Units, relative to the Project as a whole. This Section requires that at least one (1) certificate of occupancy be issued for an Affordable Unit for each four (4) certificates of occupancy that are issued for market rate units (not including ADUs), until certificates of occupancy are issued for all the Affordable Units.

ARTICLE 3

MARKETING; INCOME CERTIFICATION; MONITORING AND REPORTING

3.1 Affirmative Marketing of Affordable Units. Applicant or its designee shall develop and follow a marketing plan that includes commitments to affirmatively market and rent or sell the Affordable Units to Eligible Households in accordance with the City's Affordable

Housing Local Preference Policy as adopted by Council Resolution No. 2010-76 , to the extent consistent with and permitted by state and federal law (the “Marketing Plan”). Not fewer than sixty (60) days before Applicant or its designee begins offering Affordable Units for rent or sale, Applicant or its designee shall submit the Marketing Plan to City for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Marketing Plan shall address in detail how Applicant or its designee plans to market the Affordable Units to prospective Eligible Households in accordance with fair housing laws and this Agreement, Applicant’s or its designee’s selection criteria, and how Applicant or its designee plans to certify the eligibility of Eligible Households.

3.2 Occupant Income Certification. To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(1), the Applicant or its designee will obtain, complete and maintain on file, within sixty (60) calendar days following the Effective Date and annually on each January 15th thereafter, a completed occupant income certification for each member of a household renting an Affordable Unit, as part of the report required by Section 3.3 of this Agreement. Applicant or its designee shall make a good faith effort to verify that the income statement provided by an applicant or Tenant and household size is accurate by taking two or more of the following steps as a part of the verification process: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (c) obtain the three (3) most current savings and checking account bank statements; (d) obtain an income verification form from the applicant’s current employer; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (f) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of Tenant income certifications shall be made available to the City or its designee upon request. If a Tenant of an Affordable Unit is a Section 8 certificate or voucher holder, Applicant or its designee shall rely on that certification as a substitute for the occupant income certification required herein.

3.3 Report to City.

(a) To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(1), the Applicant or its designee shall provide City or its designee with all information reasonably requested by the City or its designee in connection with the rental of the Affordable Units. Applicant or its designee shall, on an annual basis, provide City or its designee with either hard copies or PDF copies of each of the following documents within 15 calendar days of receipt of the City’s or its designee’s request:

- (1) insurance certificates evidencing adequate liability and property insurance for the Lot 52 Units;
- (2) evidence of payment of property taxes or property tax exemption for the Lot 52 Units, as applicable;
- (3) an occupancy report for the Affordable Units that includes: (i) the verified income of each Tenant household member, (ii) the number of Tenants in each

household; (iii) the current rent charged and whether the rent include utilities, and (iv) the date tenancy commenced for each Affordable Unit;

(4) occupant income certifications for each member of a household renting an Affordable Unit at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies. Such occupant income certifications shall include verified income statements. Applicant or its designee shall retain in the Tenant's file all verifications of Tenant's income (tax returns, W-2 forms, paycheck stubs, etc.);

(5) A signed copy of the Certificate of Continuing Program Compliance in the form attached hereto as Exhibit "C"; provided, however, that City reserves the right to make any updates or changes as City deems necessary or desirable;

(6) A copy of the current form of lease agreement used for market rate units in the Lot 52 Units;

(7) A copy of the current form of lease agreement used for Affordable Units in the Lot 52 Units;

(8) A management report detailing the activities of the management agent; and

(9) A list of any substantial physical defects in the Affordable Units, including a description of any major repair or maintenance work undertaken or needed in the previous year and measures taken to maintain the Affordable Units in a safe and sanitary condition in accordance with applicable codes.

(b) Within fifteen (15) days after receipt of a written request, Applicant or its designee shall provide any other information or completed forms requested by the City or its designee to ensure compliance with this Agreement.

(c) Substitution of Monitoring and Compliance Reports Prepared for Other Financing Programs. If similar reports for the Affordable Units are required for regulatory compliance with other financing programs utilized for purposes of developing the Affordable Units, those reports may be deemed satisfactory for the purpose of this Section with respect to the portion of the requirements of this Section covered by such reports, provided that copies are provided on an annual basis to the City or its designee with an owner certification addressed to the City or its designee certifying that the Applicant has complied with this Agreement.

3.4 Certification and City Approval of Eligible Household for Purchase of Affordable Unit. To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(2), Applicant or its designee shall promptly process applications and certify eligibility of applying households as Eligible Households for each Affordable Unit. Once Applicant or its designee has certified eligibility, it shall submit the application and supporting documentation to City or its designee. City or its designee shall thereafter promptly confirm or deny the applying household's eligibility to Applicant or its designee in writing. After the City or its designee has confirmed the applying household's eligibility, the Applicant's (or its designee's) sales agent or representative may initiate further

contact with the applying household for the purpose of negotiating a purchase contract in accordance with the terms of this Agreement. If, within thirty (30) calendar days after the City or its designee has confirmed applying household's eligibility, the Applicant or its designee and such applying household have not entered into a binding purchase contract to sell an Affordable Unit, the Applicant or its designee shall have the right (but not the obligation) to notify the City or its designee that the Applicant or its designee and the applying household are unable to come to terms for purchase and sale of the Affordable Unit, and the Applicant or its designee shall thereafter select a new qualified applicant.

3.5 Execution of Resale Restriction Agreement and City Deed of Trust. To the extent that Applicant opts to satisfy the requirements of Chapter 17.30.030 of the Ordinance pursuant to Section 2.1(a)(2), Applicant or its designee shall not sell an Affordable Unit unless and until the City or its designee has reviewed and approved the applicant as an Eligible Household for purchase of the Affordable Unit, in accordance with Section 3.4, above, and the Eligible Household has executed and submitted to the escrow officer handling the sale, in recordable form, the Resale Restriction Agreement and the City Deed of Trust in a form as required by the City. Applicant or its designee shall instruct the escrow officer to send conformed copies of the recorded Resale Restriction Agreement and the City Deed of Trust to the City Clerk upon receipt.

3.6 Enforcement of Resale Restriction Agreement. Applicant irrevocably stipulates and agrees that breach of the covenant set forth in Section 3.5 could result in damages to City which are either impracticable or extremely difficult to quantify. Accordingly, upon the breach of the covenant set forth in Sections 3.5 City may institute an action for injunctive relief attributable to such breach.

3.7 Additional Information. The Applicant or its designee shall provide any additional information reasonably requested by the City or its designee. The City or its designee shall have the right to examine and make copies of all records or other documents of the Applicant which pertain to the Affordable Units.

3.8 Records.

(a) The Applicant or its designee shall maintain complete, accurate and current records pertaining to the Affordable Units, and shall permit any duly authorized representative of the City to inspect such records, including but not limited to records pertaining to income and household size of Tenants of Affordable Units and rent charged to Tenants of the Affordable Units, upon reasonable prior notice during normal business hours. All Tenant lists, applications and waiting lists relating to the Affordable Units shall at all times be kept separate and identifiable from any other business of the Applicant and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Applicant or its designee shall retain copies of all materials obtained or produced with respect to occupancy of the Affordable Units for a period of at least five (5) years.

(b) The City shall notify Applicant of any records it deems insufficient. Applicant or its designee shall have fifteen (15) calendar days after the receipt of such a notice to

correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Applicant or its designee shall begin to correct the deficiency within fifteen (15) days and correct the deficiency within thirty (30) days, or as otherwise agreed by City if a longer time period is reasonably required.

3.9 Monitoring Fees. Section 17.30.030(J) of the Ordinance permits the City to charge an annual monitoring fee for each Affordable Unit. The annual monitoring fee charged under this Section 3.5 shall comply in all respects with Government Code Section 62123, and said fee shall be adopted in compliance with all applicable legal requirements.

3.10 On-Site Inspection. The City or its designee shall have the right to perform on-site inspections of the Development, including the Affordable Units, as is reasonably required to ensure compliance with the Agreement, but in any case at least once per year. The Applicant agrees to cooperate in such inspection(s). If City or its designee desires to inspect the interior of the Affordable Units, City or its designee shall give Applicant sufficient notice to allow Applicant to give seventy-two (72) hours' notice to Occupants.

ARTICLE 4 OPERATION OF THE DEVELOPMENT; PROPERTY MANAGEMENT AND MAINTENANCE

4.1 Residential Use. The Property shall be used only for residential purposes, and all units shall be operated and maintained as residences for the Term of this Agreement. No part of the Development shall be operated as transient housing in which the term of occupancy is less than thirty (30) days.

4.2 Taxes and Assessments. Applicant shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Applicant shall have the right to contest in good faith any such taxes, assessments, or charges. In the event Applicant exercises its right to contest any tax, assessment, or charge against it, Applicant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.3 Management Responsibilities. The Applicant is responsible for all management functions with respect to the Development, including without limitation the selection of Occupants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Development or the Units. Nothing herein shall be construed as prohibiting the Applicant from delegating the performance of management functions to a third-party designee.

4.4 Maintenance. Applicant or its designee shall ensure that throughout the Term, the Development, including the landscaping, is maintained in good condition and repair.

ARTICLE 5
NO IMPAIRMENT OF LIEN; SUBORDINATION

5.1 No Impairment of Lien. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor in interest to the Development shall be bound by such covenants, conditions, restrictions, limitations and provisions contained within this Agreement, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5.2 Subordination. Applicant's covenants with respect to the use, maintenance, and operation of the Development set forth herein shall run with the land and be binding on Applicant and its successors and assigns for the period of time set forth herein. This Agreement shall have priority over the liens of all mortgages, deeds of trust and other liens (other than the lien for current, unpaid property taxes) and Applicant shall cause all such mortgagees, deed of trust beneficiaries and other lien holders to execute and deliver to City for recordation in the Official Records of Napa County, a subordination agreement, in a form reasonably acceptable to City, subordinating such mortgages, deeds of trust and other liens to this Agreement thereby ensuring the priority of this Agreement over all such mortgages, deeds of trust and other liens.

ARTICLE 6
NONDISCRIMINATION; FAIR HOUSING; NOTICE OF EXPIRATION OF TERM

6.1 Nondiscrimination.

(a) Applicant herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Agreement to, any person or group of persons, 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 any unlawful discrimination 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 (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. Applicant 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, Applicant 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 Applicant services or works required of City by the State of California pursuant to agreement between City 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 Applicant 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) Applicant shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Applicant covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Applicant or any person claiming under or through Applicant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Applicant shall include such provision in all deeds, leases, contracts and other instruments executed by Applicant, and shall enforce the same diligently and in good faith.

(c) Notwithstanding paragraph (b), with respect to familial status, paragraph (b) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (b) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph b.

(d) The Applicant shall include the provisions contained in this Section in all contracts and subcontracts related to the Development.

6.2 Fair Housing. Applicant shall comply with state and federal fair housing laws in the marketing and sale or rental of the Units. Applicant shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto.

ARTICLE 7 BINDING ON SUCCESSORS

7.1 Covenants to Run With the Land. The City and the Applicant hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall be binding upon all successors in title to the Property.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 Indemnification

(a) To the full extent permitted by law, Applicant hereby covenants and agrees that it shall indemnify, defend with counsel and hold City and its elected and appointed officials, representatives, officers, agents and employees (collectively “Indemnitees”) harmless from and against (a) any and all claims, suits, actions, losses and liability of every kind, nature and description made against it arising from an act or omission of Applicant or any of its shareholders, partners, members, principals, officials, officers, employees, representatives, agents, contractors or subcontractors in connection with this Agreement; (b) any and all claims, suits, actions, losses and liability of every kind, nature and description made against it arising out of or related to the development, construction, marketing, leasing, sale, operation, use, occupancy, maintenance or ownership of the Development on the Property, including compliance with the laws, ordinances, rules and regulations of City pursuant to this Agreement, and any failure by Applicant to perform any obligation as and when required by this Agreement; and (c) all reasonable costs, attorney fees, expenses or liabilities incurred in connection with any such claim, suit, action, loss and liability of every kind, nature and description made against it or proceeding brought thereon; provided, however, that this provision shall not require Applicant to indemnify an Indemnatee from any claims, suits, actions, losses, costs, fees expenses or liabilities arising from the gross negligence or willful misconduct of said Indemnitees. In the event any action or proceeding is brought against an Indemnatee, with respect to which indemnity may be sought hereunder, Applicant, upon receipt of written notice from City, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses related thereto. Each Party shall notify the other Party immediately in writing of any claim, suit, action, loss, liability or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim, suit, action, loss, liability or damage arising out of the activities under this Agreement, provided that nothing shall require either Party to disclose any documents, records or communications that are protected under the attorney-client privilege or attorney work product privilege.

(b) The provisions of this Section shall survive the expiration of the Term, and any release of part or all of the Property from the burdens of this Agreement.

8.2 Default and Remedies; Remedies Cumulative. An Event of Default shall arise hereunder if Applicant fails to perform any obligation under this Agreement, and fails to cure such default within thirty (30) days after the City has notified the Applicant in writing of the default or, if the default cannot be cured within thirty (30) days, has failed to commence to cure within thirty (30) days and thereafter diligently pursued such cure and completed such cure within sixty (60) days. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(b) For violations of obligations with respect to rents for Affordable Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Affordable Rent;

(c) Bring an action for damages, or pursue any other remedy allowed at law or in equity. Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 Attorneys' Fees and Costs. In any action brought to enforce or interpret this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

9.2 Recording and Filing. The City and the Applicant shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Napa.

9.3 Governing Law and Venue. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in, on, or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed by, and enforced in accordance with the internal laws of the State of California, including its statute of limitations. The parties agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in state or federal courts with jurisdiction in the County of Napa.

9.4 Headings; Construction. The titles of the sections and subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting the provisions of this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either party.

9.5 No Implied Waiver. No waiver of the requirements of this Agreement shall occur unless expressly waived by the City in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or Default of Applicant or to pursue any remedy permitted under this Agreement or applicable law. Any extension of time granted to Applicant to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Applicant shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

9.6 Amendments. This Agreement may be amended only by a written instrument executed by all of the parties hereto or their successors in title, and duly recorded in the real property records of the County of Napa.

9.7 Entire Agreement. This Agreement, together with the Exhibits attached hereto, contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the parties with respect thereto.

9.8 Notices. Except for any notice, demand or communication required under applicable law to be given in another matter, all notices, demands and communications to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All notices demands or communications shall be shall be sent by personal delivery, by reputable overnight delivery service (which provides a delivery receipt), or by certified or registered mail, return receipt requested, postage prepaid.

City:

City of St. Helena
1088 College Avenue
St. Helena, CA 94574
Attention: City Manager

With a copy to:

Best Best & Krieger LLP
500 Capitol Mall, 25th Floor
Sacramento, CA 95814
Attn: St. Helena City Attorney

Applicant:

White Fang Properties LLC
P.O. Box 2357
Healdsburg, CA 95448

Attention: Ben Vanzutphen

With a copy to:

Holland & Knight LLP
560 Mission Street, 19th Floor
San Francisco, CA
Attn: Daniel Golub, William Sterling, Letitia Moore, Tamsen Plume

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein

specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to City or Applicant as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

9.9 Severability. If any provision of this Agreement is held by court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

9.10 Action by City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction or consent by City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, or made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council, unless the City Manager determines in his or her discretion that such approval is required.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, and all of which taken together shall constitute one and the same instrument.

9.12 State and Federal Law. This Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating pursuant to the laws of the State of California ("Changes in Law"). The Parties understand that the foregoing sentence is generally declaratory of existing law. In the event that Changes in Law prevent or preclude compliance with one or more provisions of this Agreement, the City and the Applicant shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in Law, and the City and the Applicant shall agree to such action as may be reasonably required. This Agreement shall remain in full force and effect unless and until amended in accordance with this Section, and, in any event, this Agreement shall remain in full force and effect to the extent that this Agreement is not inconsistent with such laws and regulations. Nothing in this Agreement shall preclude the City or the Applicant from contesting by any available means the applicability of such Changes in Law to the Project or the Agreement.

[Signatures on following page.]

[Remainder of page intentionally blank.]

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

CITY:
CITY OF ST. HELENA, a municipal corporation

By: Anil Comelo
Its: City Manager

ATTEST:

By:
Its:

APPROVED AS TO FORM:

By: Ethan Walsh
Its: City Attorney

APPLICANT

By:

By: _____
Its

ACKNOWLEDGMENT

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.

State of California)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, 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.

(Notary Signature)

ACKNOWLEDGMENT

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.

State of California)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, 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.

(Notary Signature)

EXHIBIT "A"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Portions of that certain real property situated in the City of St. Helena, County of Napa, State of California being a portion of Parcel One described in the Grant Deed to the City of St. Helena recorded March 15, 2005 at Document No. 20005-0009620 Official Records Napa County and a portion of the lands described in the Grant Deed to Dennis R. Hunter recorded December 7, 2001, at Document No. 2001-0043130 Official Records Napa County, said portions being more particularly described as follows:

Commencing at the southwestern corner of the above reference lands to Dennis R. Hunter; thence along the southwestern line of said lands S 60° 50' 08" E, 50.00 feet to the True Point of Beginning; thence leaving last said line N 29° 14' 27" E, 851.74 feet; thence N 47° 03' 45" E, 107.96 feet; thence S 60° 46' 20" E, 22.90 feet; thence N 32° 22' 33" E, 450.36 feet; thence N 60° 54' 21" W, 10.02 feet; thence N 32° 22' 33" E, 177.79 feet; thence N 50° 49' 49" E, 264.81 feet to the general southwestern line of the above referenced Parcel One to the City of St. Helena; thence along said general southwestern line S 71° 07' 20" E, 2.96 feet; thence leaving last said line N 41° 18' 58" E, 254.98 feet; thence N 49° 42' 50" E, 48.52 feet; thence N 60° 38' 24" E, 44.19 feet; thence S 29° 32' 38" E, 64.19 feet; thence S 84° 21' 35" E, 142.68 feet; thence S 78° 16' 37" E, 64.79 feet; thence S 70° 20' 25" E, 86.57 feet; thence S 47° 50' 36" E, 68.79 feet; thence S 62° 05' 04" E, 77.73 feet to the southeastern line of said Parcel One to the City of St. Helena; thence along last said line S 28° 56' 09" W, 279.88 feet to the northeastern corner of said lands to Dennis R. Hunter; thence along the general southeastern and southwestern line of said lands to Dennis R. Hunter N 60° 46' 20" W, 234.63 feet; thence S 29° 13' 40" W, 1258.77 feet; thence N 60° 51' 11" W, 449.33 feet; thence S 29° 36' 59" W, 665.66 feet; thence N 60° 50' 08" W, 64.96 feet to the True Point of Beginning.

APN: 009-030-057

EXHIBIT “B”
AFFORDABLE HOUSING COMPONENT DESCRIPTION

The Hunter Subdivision Project will meet its affordability requirement through the following:

- If the Applicant opts to meet its rental affordability requirements by complying with Chapter 17.30.030(F) of the Ordinance, the affordable units will be provided as follows:
 - 9 units will be reserved for the Very Low income category.
 - 4 units will be reserved for the Low income category.
 - 2 units will be reserved for the Moderate income category.
- If the Applicant opts to meet its owner occupied (for sale) affordability requirements by complying with Chapter 17.30.030(G) of the Ordinance, the affordable units will be provided as follows:
 - 7 units will be reserved for households whose gross income upon initial occupancy does not exceed one-hundred percent of Area Median Income as adjusted for Actual Household Size.
 - 8 units will be reserved for the Moderate income category.
- Percentage of Affordability: 15 income restricted units, combined with in-lieu payment pursuant to Chapter 17.030.030(A) of the Ordinance, results in an over-all project affordability rate of 20%.
- Affordability Agreement: If the Applicant provides rental affordable units, the affordable units will be restricted through an Affordability Agreement with the City of St. Helena that is recorded against the Lot 52 Units in the Official Records of Napa County. If the Applicant provides owner occupied (for sale) affordable units, a resale restriction agreement and deed of trust shall be executed by the buyer of each affordable unit, and recorded against such unit in the Official Records of Napa County.
- Construction phasing: No Certificate of Occupancy for the market rate units will be issued until the Certificate of Occupancy is issued for a comparable share of the affordable units, relative to the Project as a whole. For example, upon the issuance of a Certificate of Occupancy for 20% of the Project’s total affordable units, the City may issue a Certificate of Occupancy for 20% of the Project’s total market rate units.

**EXHIBIT “C”
CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE**

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

Name of Development: _____

Address: _____

Period Ending: _____

The undersigned does hereby certify that during the preceding year either:

1. The above named development was continually in compliance with the Inclusionary Housing Covenants, Conditions and Restrictions to Insure Affordable Housing and _____ of the units in the development were occupied by Very-low, Low, and Moderate-Income Tenants, as defined in the Term of Regulatory Agreement:

The undersigned does hereby further certify that the representations set forth herein are true and correct to the best of the undersigned's knowledge and belief (am aware of the) a default in the following defaults and corrective measures are being taken by the owner to remedy such default:

Attached hereto is Project Compliance Report listing the apartment numbers of each unit and indication which units are occupied by very low or low income tenants, the location within the Development of such units, the rents charged for the units occupied by very low, low or moderate income tenants who commenced or terminated occupancy of units during the preceding year.

Signature Owner/Agent

Date

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING THE FINAL MAP FOR THE HUNTER SUBDIVISION, THE POST-CONSTRUCTION STORM WATER MANAGEMENT AND MAINTENANCE AGREEMENT AND THE SUBDIVISION IMPROVEMENT AGREEMENT FOR THE HUNTER SUBDIVISION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS AND DIRECTING THE CITY CLERK TO RECORD THE FINAL MAP AND RELATED AGREEMENTS IN THE OFFICIAL RECORDS OF NAPA COUNTY

RECITALS

- A. The White Fang Properties, LLC requests adoption of a final subdivision map for the subdivision of a 16.9-acre parcel into 51 parcels for single family homes; one 3.13-acre parcel for multi-family homes and two parcels for landscaping and an onsite water well on a property located at the eastern terminus of Adams Street in the Medium Density Residential (MR) zoning district (the "Hunter Subdivision"); and
- B. On February 7, 2023, the Planning Commission recommended approval of the Tentative Subdivision Map; and
- C. On June 26, 2023, the City Council adopted Resolution 2023-068 Certifying the Environmental Impact Report (State Clearinghouse # 2018032014) for the Hunter Subdivision Project; Adopting Findings Pursuant to the California Environmental Quality Act; Adopting A Statement Of Overriding Considerations; and Adopting a Mitigation Monitoring and Reporting Program; and
- D. On June 26, 2023, the City Council adopted Resolution 2023-069 approving the Hunter Tentative Subdivision Map; and
- E. The Director of Public Works, in his capacity as City Engineer, has reviewed the Final Map for the Hunter Subdivision and found it to be in substantial conformance of the California Subdivision Map Act and the City of St. Helena Municipal Code; and
- F. The Director of Public Works has reviewed the Hunter Subdivision Improvement Plan and found it to be in substantial conformance with City Standards and the project's conditions of approval; and
- G. The City Attorney has reviewed the Affordable Housing Agreement, the Subdivision Improvement Agreement, the Post-Construction Storm Water Management and Maintenance Agreement, and the Declaration of Restrictions and found them to be in conformance with the Conditions of Approval and applicable law.

RESOLUTION

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

1. The City Council hereby finds based on the determination of the Public Works Director in his capacity as City Engineer that the Final Subdivision Map for the Hunter Subdivision (**Exhibit A**) substantially complies with the previously approved Tentative Subdivision Map, including the conditions of approval thereto, the California Subdivision Map Act (Government Code Sec. 66410-66499.41) and the City's Subdivision Ordinance (St. Helena Municipal Code, Title 16); and
2. The Final Parcel Map for the Hunter Subdivision (**Exhibit A**) is hereby approved; and
3. The Subdivision Improvement Agreement for the Hunter Subdivision (**Exhibit B**) is hereby approved and the City Manager is authorized to execute said Agreement on behalf of the City; and
4. The Post-Construction Storm Water Management and Maintenance Agreement (**Exhibit C**) is hereby approved and the City Manager is authorized to execute said Agreement on behalf of the City; and
5. The Acting City Clerk is directed to transmit the Final Map and enumerated agreements to the County Recorder of the County of Napa for recording, and the City Manager and Acting City Clerk are hereby authorized and directed to execute such additional documents and take such actions as are necessary or convenient to carry out the direction of the Council as set forth herein.

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED, WHITE FANG PROPERTIES, LLC, A SOUTH DAKOTA DOMESTIC LIMITED LIABILITY COMPANY, DOES HEREBY STATE THAT IT IS THE ONLY ENTITY HAVING ANY INTEREST IN THE LAND SHOWN HEREON, AND THAT IT DOES HEREBY CONSENT TO THE SUBDIVISION SHOWN HEREON ENTITLED, "FINAL MAP OF THE HUNTER SUBDIVISION," CONSISTING OF 7 SHEETS, INCLUDING THIS ONE, AND THAT IT DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE TO THE CITY OF ST. HELENA FOR PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY PURPOSES:

THOSE CERTAIN PARCELS OF LAND DESIGNATED AS "ADAMS STREET", "STARR AVENUE", "STREET A", "STREET B", "STREET C", "PARCEL X" AND "PARCEL Z" FOR PUBLIC RIGHT-OF-WAY PURPOSES, SUBJECT TO A RESERVATION FOR PRIVATE WATER LINE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION AS EASEMENTS TO THE CITY OF ST. HELENA,

THOSE CERTAIN PORTIONS OF LAND DESIGNATED AS "10.00' R/W" FOR PUBLIC UTILITY PURPOSES.

THAT CERTAIN PORTION OF LAND DESIGNATED AS "35.00' 50E" WILL BE DEDICATED AS AN EASEMENT FOR STORM DRAIN PURPOSES.

THAT CERTAIN PORTION OF LAND DESIGNATED AS "23.04 SF 50E" WILL BE DEDICATED AS EASEMENTS FOR STORM DRAIN PURPOSES.

THAT CERTAIN PORTION OF LAND DESIGNATED AS "15.00' 55E" WILL BE DEDICATED AS AN EASEMENT FOR SANITARY SEWER PURPOSES.

THOSE CERTAIN PORTIONS OF LAND DESIGNATED AS "PEDESTRIAN EASEMENT" WILL BE DEDICATED AS EASEMENTS FOR PEDESTRIAN ACCESS PURPOSES.

THE IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC RIGHT OF WAY AND PUBLIC UTILITY EASEMENT PURPOSES IS HEREBY EXPRESSLY DEEMED TO INCLUDE ALL PUBLIC UTILITY EASEMENT.

IN WITNESS WHEREOF WE HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2025.

WHITE FANG PROPERTIES, LLC,
A SOUTH DAKOTA DOMESTIC LIABILITY COMPANY

BY: _____
ITS: MANAGING MEMBER

NOTARY'S ACKNOWLEDGMENT

I, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE RELATES, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME,
A NOTARY PUBLIC,
PERSONALLY APPEARED _____ AND PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT, HE/SHE INTENDS TO BE BOUND BY THE SAME.
THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, DEPOSITED 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: _____
PRINTED NAME: _____
PRINCIPAL COUNTY OF BUSINESS: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

MAYOR'S AND CITY CLERK'S CERTIFICATE

WE, PAUL JANISON DOHRING, MAYOR, AND CINDY TZAPOPOLOS, CITY CLERK, RESPECTIVELY, OF THE CITY OF ST. HELENA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2025, THIS MAP ENTITLED, "FINAL MAP OF THE HUNTER SUBDIVISION" WAS FILED WITH THE CITY COUNCIL FOR APPROVAL, AS REQUIRED BY LAW, THAT BY RESOLUTION DULY ADOPTED AT THE REGULAR MEETING HELD ON _____ DAY OF _____, 2025, THE CITY COUNCIL HAS APPROVED SAID MAP, ABANDONED THE EASEMENTS DESIGNATED AS "15.00' UTILITY EASEMENT" AND "10.00' WATER LINE EASEMENT" AND ACCEPTED IN FEE, THE IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF ST. HELENA, STATE OF CALIFORNIA, OF CERTAIN PORTIONS OF LAND DESIGNATED AS "10.00' UTILITY EASEMENT", "STARR AVENUE", "STREET A", "STREET B", "STREET C", "PARCEL X" AND "PARCEL Z", AND ACCEPTED THOSE CERTAIN PORTIONS OF LAND AS EASEMENTS, THOSE CERTAIN PORTIONS OF LAND FOR PUBLIC UTILITY PURPOSES, AND THOSE CERTAIN PORTIONS OF LAND FOR PEDESTRIAN ACCESS PURPOSES. WE, THE MAYOR AND CITY CLERK, DO HEREBY CERTIFY THAT THE CITY OF ST. HELENA HAS ACCEPTED SAID MAP, ABANDONED THE EASEMENTS DESIGNATED AS "15.00' UTILITY EASEMENT" AND "10.00' WATER LINE EASEMENT" AND ACCEPTED IN FEE, THE IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF ST. HELENA, STATE OF CALIFORNIA, OF CERTAIN PORTIONS OF LAND DESIGNATED AS "10.00' UTILITY EASEMENT", "STARR AVENUE", "STREET A", "STREET B", "STREET C", "PARCEL X" AND "PARCEL Z", AND ACCEPTED THOSE CERTAIN PORTIONS OF LAND AS EASEMENTS, THOSE CERTAIN PORTIONS OF LAND FOR PUBLIC UTILITY PURPOSES, AND THOSE CERTAIN PORTIONS OF LAND FOR PEDESTRIAN ACCESS PURPOSES. WE, THE MAYOR AND CITY CLERK, DO HEREBY CERTIFY THAT THE CITY OF ST. HELENA HAS ACCEPTED SAID MAP, ABANDONED THE EASEMENTS DESIGNATED AS "15.00' UTILITY EASEMENT" AND "10.00' WATER LINE EASEMENT" AND ACCEPTED IN FEE, THE IRREVOCABLE OFFER OF DEDICATION TO THE CITY OF ST. HELENA, STATE OF CALIFORNIA, OF CERTAIN PORTIONS OF LAND DESIGNATED AS "10.00' UTILITY EASEMENT", "STARR AVENUE", "STREET A", "STREET B", "STREET C", "PARCEL X" AND "PARCEL Z", AND ACCEPTED THOSE CERTAIN PORTIONS OF LAND AS EASEMENTS, THOSE CERTAIN PORTIONS OF LAND FOR PUBLIC UTILITY PURPOSES, AND THOSE CERTAIN PORTIONS OF LAND FOR PEDESTRIAN ACCESS PURPOSES.

PAUL JANISON DOHRING, MAYOR, CITY OF ST. HELENA, STATE OF CALIFORNIA
ERIKKA ORR, ACTING CITY CLERK, CITY OF ST. HELENA, STATE OF CALIFORNIA

CITY AUDITOR'S CERTIFICATE

I, _____, CITY AUDITOR, DO HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID STATE COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT "YET PAYABLE") AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION.

CITY AUDITOR, CITY OF ST. HELENA, STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

THIS MAP, AS SHOWN HEREON, HAS BEEN EXAMINED BY ME, AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE A THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

CITY ENGINEER, CITY OF ST. HELENA,
STATE OF CALIFORNIA

RCE _____ DATE _____
CITY ENGINEER, CITY OF ST. HELENA,
STATE OF CALIFORNIA

ANTHONY G. CINGULINI, PLS 8644

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 2 OF THE SUBDIVISION MAP ACT, AND ANY LOCAL ORDINANCES APPLICABLE TO THE SUBDIVISION MAP ACT, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE TO THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH.

SURVEYOR, CITY OF ST. HELENA, STATE OF CALIFORNIA

CHRIS TOPHER M. TIBBETTS
LS 00600

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID STATE COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT "YET PAYABLE") AGAINST ANY PART OF THE LAND INCLUDED IN THE WITHIN SUBDIVISION.

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER, COUNTY OF NAPA, STATE OF CALIFORNIA

ROBERT G. MINAHEN
COUNTY TAX COLLECTOR AND TREASURER
COUNTY OF NAPA, STATE OF CALIFORNIA

COUNTY RECORDER'S CERTIFICATE

FILED AT THE REQUEST OF: _____
AT _____ MINUTES PAST _____ O'CLOCK AM/PM ON THE _____ DAY OF _____, 2025, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, IN BOOK _____ OF MAPS AT PAGES _____

RECORDERS SERIAL NO. _____

FEE PAID _____

JOHN TUTEAR
COUNTY RECORDER IN AND FOR THE COUNTY OF NAPA,
STATE OF CALIFORNIA

DEPUTY COUNTY RECORDER _____ DATE _____
COUNTY OF NAPA _____
STATE OF CALIFORNIA

FINAL MAP OF THE HUNTER SUBDIVISION

BEING THE LANDS OF _____
A SOUTH DAKOTA DOMESTIC LIABILITY COMPANY
CITY OF ST. HELENA, CALIFORNIA

52 LOTS, 9 PARCELS
5 STRIPS, 100' WIDE (EACH)
PROJECT TOTAL 16.40 ACRES
APN 004-080-087

RS&A+

1815 FOURTH STREET
NAPA, CALIF. 94559
(707) 255-1000
WWW.RSANDCO.COM

RS&A CONSULTING CIVIL ENGINEERS & SURVEYORS • 10500
#55870 MARCH 2025 PAGE 1 OF 7

EXHIBIT A

PRELIMINARY

TRUSTEE'S STATEMENT

_____, UNDER DEED OF TRUST, AS RECORDED
AS SERIES NUMBER _____, OF OFFICIAL RECORDS OF
NAPA COUNTY, AGAINST THE LAND HEREIN SHOWN, HEREBY CONSENTS TO THE MAKING AND FILING
OF THIS MAP.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

NOTARY'S ACKNOWLEDGMENT

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.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME,

PERSONALLY APPEARED _____, A NOTARY PUBLIC,
WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE
NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY
EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE
INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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: _____

PRINTED NAME: _____

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION NUMBER:

MY COMMISSION EXPIRES:

ON MY COMMISSION NOT REBORN

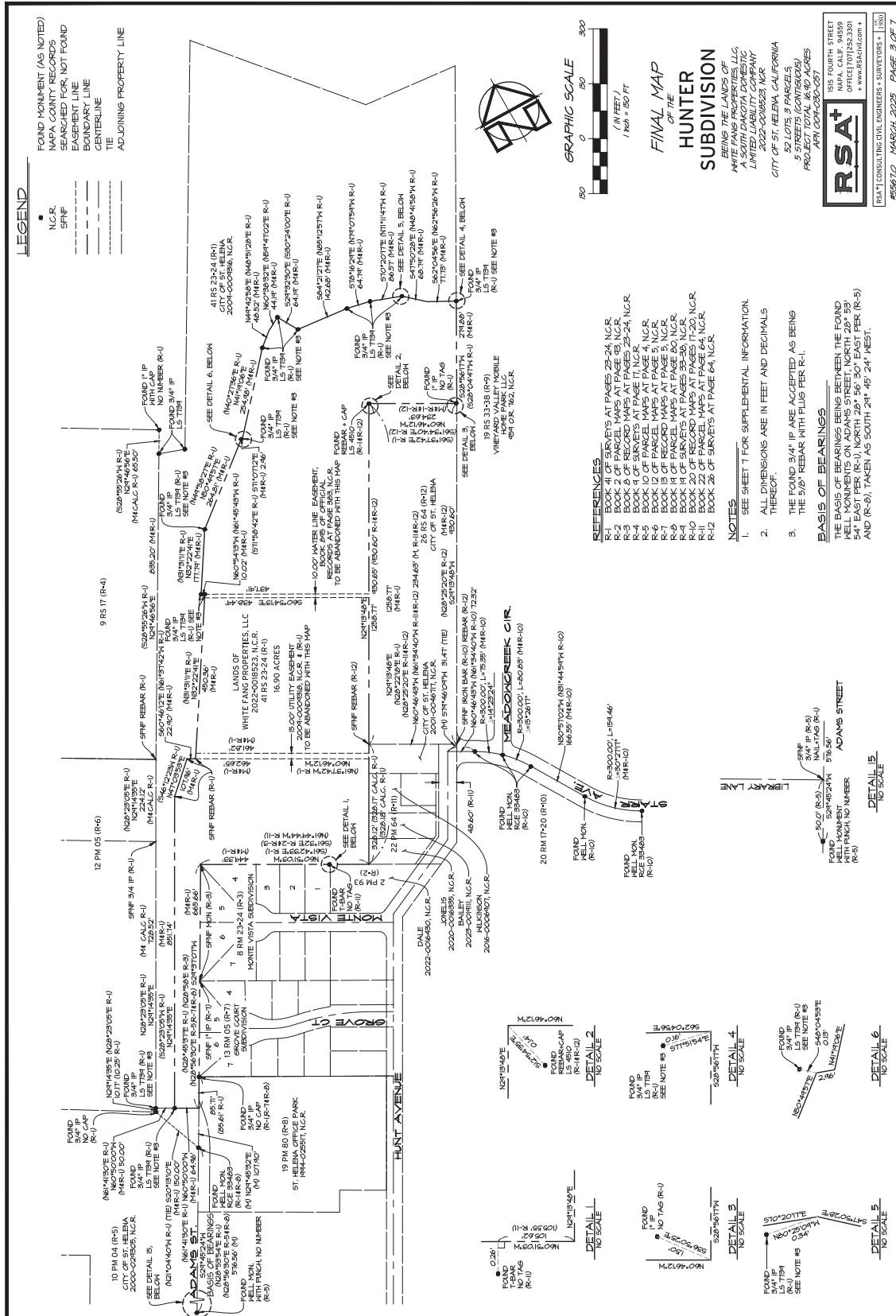
FINAL MAP
OF THE
HUNTER
SUBDIVISION
BEING THE LANDS OF
WHITE FANG PROPERTIES, LLC,
A SOUTH DAKOTA DOMESTIC
LIMITED LIABILITY COMPANY
2022-00163-23, NCR
CITY OF ST. HELENA, CALIFORNIA
52 LOTS, 3 PARCELS,
5 STRIPS (CONTIGUOUS)
PROJECT TOTAL 16.90 ACRES
APN 004-030-057



RSA* | CONSULTING CIVIL ENGINEERS + SURVEYORS +
#5567.0 MARCH, 2025 PAGE 2 OF 7

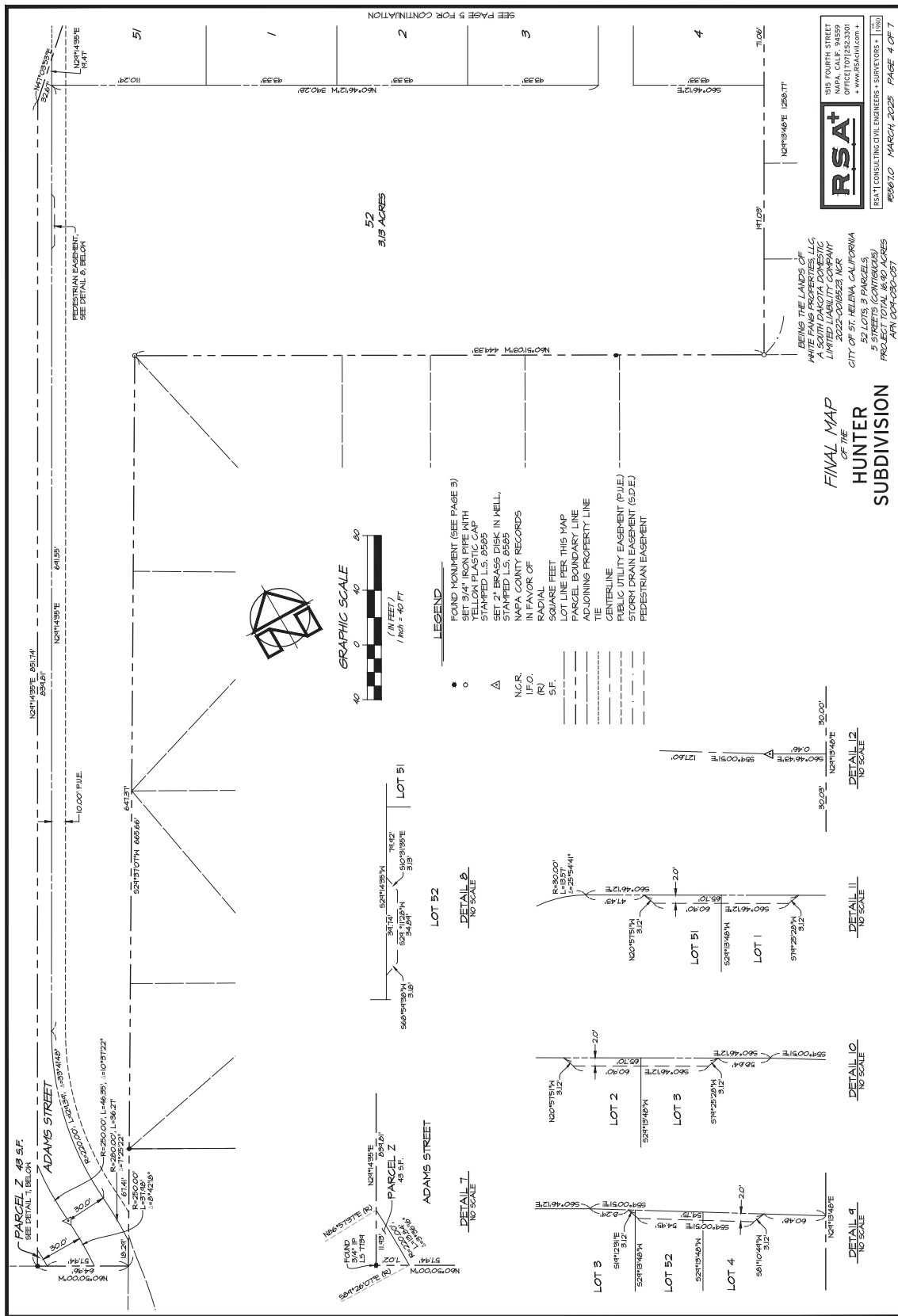
PRELIMINARY

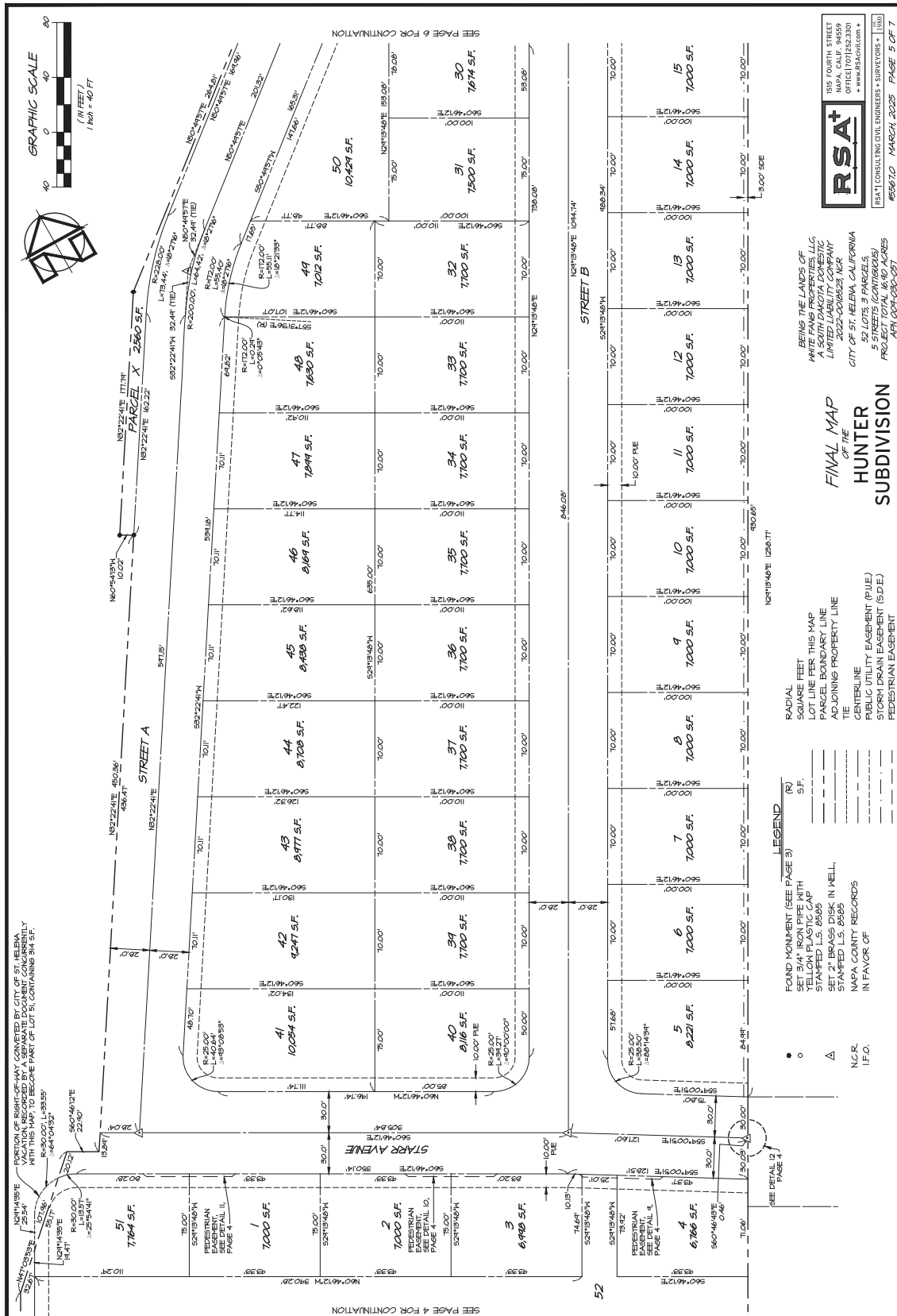
EXHIBIT A

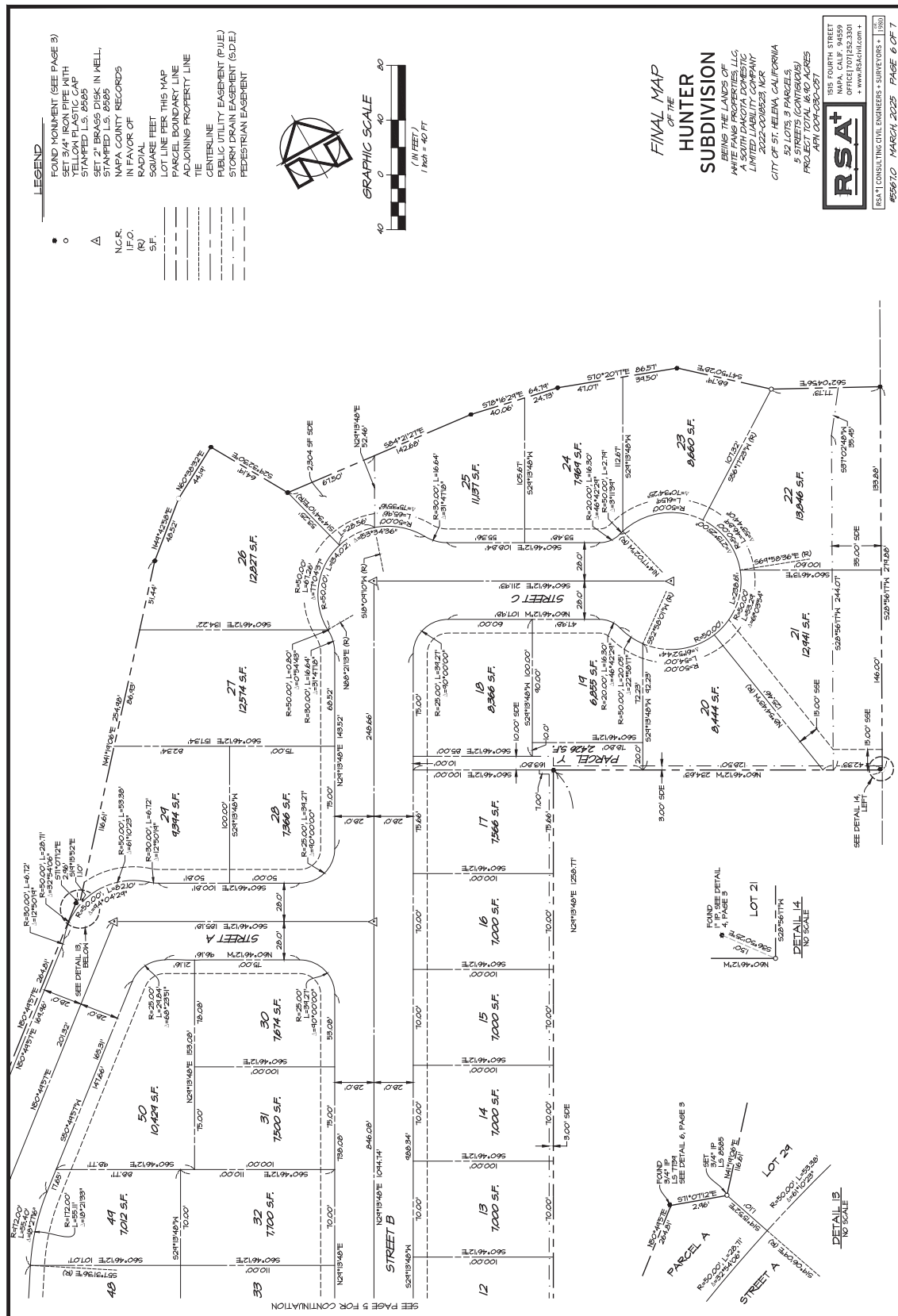


PRELIMINARY

EXHIBIT A







RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of St. Helena
1088 College Ave.
St. Helena, CA 94574
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
HUNTER SUBDIVISION MAP**

between

THE CITY OF ST. HELENA

a California municipal corporation

and

WHITE FANG PROPERTIES LLC

a South Dakota limited liability company

SUBDIVISION IMPROVEMENT AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

HUNTER SUBDIVISION MAP

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”) is entered into as of this ____ day of _____, 20__, by and between the City of St. Helena, a California municipal corporation (“City”) and White Fang Properties, LLC, a South Dakota limited liability company, with its principal office located at [INSERT ADDRESS] (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

II. RECITALS

A. Developer’s tentative subdivision map for real property located within City, a legal description of which is attached hereto as Exhibit “A” (“Property”), was conditionally approved by the City Council of the City of St. Helena on May 1, 2023. The tentative subdivision map is identified in City records as the Hunter Subdivision Map (“Map”).

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. _____, which relates, in whole or in part, to the subdivision proposed by Developer’s Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by the City’s Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) (“Map Act”), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to the City’s Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Map.

F. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final Map for the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are satisfied: (a) Developer provides City with security of the type and

in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Napa; (c) the City Council of the City of St. Helena ("City Council") approves the final map for the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of Napa. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer, or their authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when

construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence shall be available to be on the job within three (3) hours of being called at such office by the City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other day or time when work is being performed on the Public Improvements. Developer shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any

nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates approved by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and storm water regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within

the Property in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules, and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to

take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

9.4 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Napa, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12.0 Security.

12.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, et seq. and the City's Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

12.1.1 To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City security in the amount of **[INSERT AMOUNT WRITTEN OUT]** Dollars (\$**[INSERT NUMBERS]**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

12.1.2 To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **[INSERT AMOUNT WRITTEN OUT]** DOLLARS (\$**[INSERT NUMBER]**), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.1.3 To provide in the amount of twenty percent (20%) of the Estimated Costs of the Work to guarantee and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done, or defective materials furnished, as required by California Government Code Section 66499.3(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

12.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.3 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.4 Alternative Security. Developer may, at its election, substitute alternative Security, substantially in the form attached hereto as Exhibit "D" ("Alternative Security"), to secure the performance of the Developer's obligations to satisfactorily complete all of the Public Improvements. If the security is a lien on the Property, the lien shall be recorded against the Property in a first priority (senior) position, subordinate only to liens for the payment of property taxes and/or assessments. Developer acknowledges that upon recordation of any mortgage or deed of trust against the Property, such mortgage or deed of trust must be subordinated to the security lien unless Developer elects to replace the Security Lien with another form of Security as provided in this Agreement. If the Alternative Security is a letter of credit, said letter of credit shall not be terminated by the issuing bank unless said bank provides no less than sixty (60) days prior written notice to City. In the event the issuing bank terminates, or proposes to terminate, the letter of credit, Developer shall provide a substitute letter of credit of equal amount, or a

surety bond issued by an admitted surety of equal amount. City shall not be required to release or reduce any surety bond for any of the Public Improvements unless and until Developer has provided fully executed, and as applicable recordable, forms of Alternative Security, in a form and substance required hereby, and then only to secure the performance of the obligations set forth herein. The amount of any Alternative Security shall be based on the Estimated Costs. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Alternative Security in the amount requested by City. Developer's compliance with this provision shall in no way limit or modify Developer's indemnification obligation provided in this Agreement.

13.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

14.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

15.0 Insurance.

15.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section, the "indemnified parties" shall mean City, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall

contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

15.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

15.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

15.1.3 Workers’ Compensation. Developer, its contractors and subcontractors shall procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and Employers’ Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

15.1.4 Professional Liability. If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

15.2 Deductibles. Any deductibles or self-insured retentions must be approved by City in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

15.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its

behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

15.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

15.5 Endorsements.

15.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The “Additional Insured Endorsement” shall be on a form similar to Insurance Services Office’s Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement,

unless the policy or policies contain a blanket form of contractual liability coverage.

15.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

16.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

17.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

18.0 General Provisions.

18.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

18.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

18.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

18.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of St. Helena
1088 College Ave.
St. Helena, CA 94574
Attn: City Engineer

DEVELOPER:

Attn: _____

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

18.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

18.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution, or performance of the Public Improvements or this Agreement.

18.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in

City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction.

Following any permitted assignment, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

18.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

18.9 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

18.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Napa, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

18.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement

or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

18.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

18.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

18.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

18.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

18.15 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE FOR SUBDIVISION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF ST. HELENA
AND WHITE FANG PROPERTIES, LLC**

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

CITY OF ST. HELENA

WHITE FANG PROPERTIES, LLC

By: _____
Anil Comelo, City Manager

By: _____
Signature

Print Name

Title

ATTEST:

By: _____
Signature

By: _____
Erika Opp, Acting City Clerk

Print Name

Title

APPROVED AS TO FORM:

By: _____
Ethan Walsh, City Attorney

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, 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)

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.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public,
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 OF PROPERTY
HUNTER SUBDIVISION

Lots 1 through 51 shown on the map entitled "Final Map of the Hunter Subdivision" recorded on _____, 2025, in Book _____ of Maps at Pages _____ in the records of the County of Napa, State of California.

APN: 009-030-05

EXHIBIT “B”

LIST OF PUBLIC IMPROVEMENTS

HUNTER SUBDIVISION

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his/her opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

[INSERT DESCRIPTION OF IMPROVEMENTS]

EXHIBIT “C”

SURETY BONDS AND OTHER SECURITY

PARCEL/TRACT NO. _____

As evidence of understanding the provisions contained in this Agreement, and of Developer’s intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

FAITHFUL PERFORMANCE BOND: \$ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

PAYMENT BOND: \$ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

GUARANTEE AND WARRANTY SECURITY BOND: \$ _____

Surety: _____

Attorney-in-fact: _____

Address: _____

CITY OF ST. HELENA

**FAITHFUL PERFORMANCE BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT**

PROJECT:

WHEREAS, the conditions placed on the tentative subdivision map for Hunter Subdivision require that the City of St. Helena, a municipal corporation of the State of California ("CITY"), by its City Council, and _____ ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY in the sum of DOLLARS (\$), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless CITY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all

provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 20__.

_____ Name of Surety	_____ Principal
	By: _____ Title: _____
	and
_____ Mailing Address of Surety	
_____ Telephone No. of Surety	By: _____ Title: _____
By: _____ Attorney in Fact	

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Napa County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Napa County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, 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)

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.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

CITY OF ST. HELENA

**LABOR & MATERIAL BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT**

PROJECT: [REDACTED]

WHEREAS, the conditions placed on the tentative/parcel map for Parcel No. _____ require that the City of St. Helena, a municipal corporation of the State of California (“CITY”), by its City Council, and _____ (“PRINCIPAL”) enter into an agreement (“Agreement”) whereby the PRINCIPAL agrees to install and complete certain designated public improvements (“Public Improvements”); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and _____ (“SURETY”), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto CITY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the PRINCIPAL, the sum of **[INSERT AMOUNT WRITTEN OUT]** DOLLARS, (\$**[INSERT NUMBERS]**), said sum being not less than **[INSERT % AMOUNT]** of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said SURETY will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s

fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 20__.

_____ Name of Surety	_____ Principal
	By: _____ Title: _____
	and
_____ Mailing Address of Surety	
_____ Telephone No. of Surety	By: _____ Title: _____
By: _____ Attorney in Fact	

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Napa County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Napa County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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.

State of California

County of _____

On _____ before me, _____, Notary Public, 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.

[SEAL]

Signature_____

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.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

CITY OF ST. HELENA
SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT:

WHEREAS, the conditions placed on the tentative/parcel map for Parcel/Tract No. _____ require that the City Council of the City of St. Helena, State of California, and _____ (“PRINCIPAL”) enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance (“Agreement”); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety (“SURETY”), are held and firmly bound unto the City of St. Helena as obligee (“CITY”), in the penal sum of _____ (\$_____) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if PRINCIPAL, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against CITY or any person employed by CITY.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 20__.

Name of Surety Principal

By: _____

Title: _____

and

Mailing Address of Surety

By: _____

Telephone No. of Surety

Title: _____

By: _____
Attorney in Fact

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Napa County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Napa County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, 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)

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.

STATE OF CALIFORNIA)
COUNTY OF _____)

On April 7, 2017 before me, _____, Notary Public, 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)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond, that _____, who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

EXHIBIT "D"

ALTERNATIVE SECURITY



*****IF ALTERNATIVE SECURITY IS PROVIDED, IN LIEU OF SURETY BONDS, CITY
MANAGER AND CITY ATTORNEY MUST APPROVE THE FORM AND CONTENT OF
SUCH ALTERNATIVE SECURITY INSTRUMENT, PRIOR TO CITY COUNCIL
CONSIDERATION***]**

Upon Recordation, Return to:

City of St. Helena
1088 College Ave.
St. Helena, CA 94574
Attn: City Clerk

Exempt From Recording Fees
Govt Code §27383

(For Recorder's Use Only)

DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT

**POST CONSTRUCTION STORM WATER BEST MANAGEMENT PRACTICES
(Subdivision Map)
Hunter Subdivision**

THIS DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT ("Agreement") is dated this _____ day of _____, 2025, executed by and between White Fang Properties, LLC, a South Dakota limited liability company ("Declarant") and the City of St. Helena, a California municipal corporation (the "City").

RECITALS

A. As of May 20, 2004, discharges from the Napa Countywide Storm Water Pollution Prevention Program ("NCSPPP") Small Municipal Separate Storm Sewer Systems ("Small MS4s") are authorized by the State Water Resources Control Board's General Permit for Storm Water Discharges from Small MS4s, NPDES General Permit No. CAS000004 (Phase II General Permit). The NCSPPP, which is comprised of the City of Napa, Town of Yountville, City of Calistoga, City of St. Helena, City of American Canyon, and County of Napa, is now covered under the Phase II General Permit. The NCSPPP participants must implement the NCSPPP Storm Water Management Plan ("SWMP") and comply with the requirements and prohibitions of the Phase II General Permit.

B. Provision E.12.h of the Phase II General Permit requires the City to ensure adequate long-term maintenance of all post construction structural best management practices ("BMPs") required.

C. The City has adopted the latest edition of the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual. Construction plans must be in accordance with the BASMAA Manual.

D. Declarant is the owner of certain real property known as the Hunter Subdivision as shown on the Map entitled "Final Map of the Hunter Subdivision" in the City of St. Helena, County of Napa, California ("Property") filed for record on _____, 2025 in Book _____ of Maps at Pages _____, in the Official Records, Napa County Recorder's Office ("Map"), a reduced copy of which is attached and incorporated herein as Exhibit "A." The Map divides the Property into fifty-two (52) lots and common area. This Agreement encumbers the 51 Lots that are anticipated to contain single-family residences which are located on Lots 1 through 51, inclusive ("Lots") and Common Area Parcel Y shown on the Map. Lot 52 shown on the Map, which is anticipated to contain a multifamily development, is not subject to this Agreement. The present and future owner(s) of the Lots are referred to herein as "Lot Owners" or "Owners." It is anticipated that the Lots will be governed by the Hunter Declaration of Restrictions (CC&Rs) (the "Declaration") which forms the Hunter Homeowners Association (the "Maintenance Association").

E. Declarant has received entitlements from City allowing the subdivision and development of the Property subject to conditions set forth in Resolution 2023-69 ("City Approvals").

1515 Fourth Street, Napa, CA 94559

www.rsacivil.com

707.252.3301.v 707.252.4966.f

EXHIBIT C

F. The City Approvals include conditions that Declarant implement best management practices, including the construction, inspection, maintenance, operation, repair and reconstruction of certain best management practices, more particularly described on Exhibit "B" ("Site Plan") (the "BMPs"), which have been approved by the City and Exhibit "C" ("Maintenance Plan") and attached hereto and incorporated herein by reference.

G. Declarant and City agree that the health, safety, and welfare of the citizens of the City require that the BMPs be properly maintained.

H. The purpose of this Agreement is to describe the BMPs, to provide for the inspection, maintenance, operation, repair and replacement of the BMPs as applicable by Declarant as the present Owner of the Property and to establish these obligations as covenants running with the land that benefit and bind each Lot and each successive Lot Owner.

NOW, THEREFORE, Declarant hereby declares that the Property and each Lot constituting a portion thereof shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements and rights herein set forth for the use and benefit of each of the Lots. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the Property and the individual Lots and shall be binding upon Declarant, its successors and assigns, any and all parties having or acquiring any right, title or interest in or to the Property or any part thereof or interest therein and shall be for the benefit of each Lot Owner, their tenants, subtenants and invitees and shall inure to the benefit of and be binding upon each successor-in-interest thereto. Each and every of said limitations, easements, uses, obligations, covenants, conditions and restrictions shall be deemed to be and shall be construed as equitable servitudes, enforceable by any of the Lot Owners, tenants or subtenants against any other Lot Owner, tenant or subtenant and by the City.

1. Maintaining Owner. The Maintaining Owner shall initially be the Declarant, provided that upon commencement of its operations, the Maintenance Association shall automatically assume the obligations of the Declarant under this Agreement as the Maintaining Owner.

2. Identification of BMPs: The BMPs are identified on the Map as "Best Management Practices Treatment Measure" and also depicted on the Site Plan attached hereto as Exhibit "B". The BMPs are located in the streets which will be dedicated to the City (the "public streets"), and on Lot 25.

3. Maintenance Obligations — Generally: Maintaining Owner shall have full responsibility to: (a) construct and install the BMPs shown in Exhibit "B" in accordance with the plans approved by the City, and (b) to maintain the BMPs at Maintaining Owner's full cost and expense in accordance with the terms of this Agreement in a manner assuring peak performance at all times and not to modify the BMPs in any manner that lessens their effectiveness.

A. Performance and Maintenance Criteria. Maintaining Owner shall use its best efforts to diligently and adequately operate, maintain, repair and modify in perpetuity, the BMPs in a manner assuring peak performance at all times and shall make such modifications to the BMPs, subject to City's prior approval, as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish their intended purpose, in good repair, and in compliance with all applicable federal, state, county and local laws and regulations (collectively "Regulations") as the same may be amended, revised and replaced from time to time (the "Performance and Maintenance Criteria"). Maintaining Owner shall be responsible for the costs incurred in fulfilling the Performance and Maintenance Criteria for the BMPs.

B. Performance of Required Maintenance by Maintaining Owner. Prior to June 30th of each calendar year, the Maintaining Owner shall contract with appropriate licensed contractors to perform the inspection and maintenance work required hereunder and for ensuring that all required documentation, including but not limited to the annual inspection report included as Exhibit "D" to this Agreement is submitted to the City.

4. Rights of City: The provisions of this Agreement are expressly declared to be for the benefit of the City of St. Helena. The City reserves to itself all remedies available to it at law or in equity. Any remedies specified herein are in addition to and not in lieu of other remedies available to City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action. The City may, but is not required by this Agreement, pursue any enforcement action available at law or in equity to cause the completion of all Performance and Maintenance Criteria and may charge the costs of such enforcement action against the Lot Owners in any manner authorized by law or in equity. By way of example, and not as a limitation on the City's authority, the City, in its sole election, may cause these costs to become a lien upon the Property or Lots that may be collected at the same time and in the same manner as ordinary municipal taxes as provided in Government Code section 38773.5. Nothing in this Agreement creates an obligation by the City to obtain specific performance or to maintain or repair any BMP, nor does this Agreement prohibit the City from pursuing other legal recourse against the Maintaining Owner or Lot Owners.

A. Indemnification of City. The Declarant and the Maintaining Owner shall indemnify, release, hold harmless, and defend City from and against any and all claims, demands, suits, liabilities, losses, damages, fines, and payments, including reasonable attorneys' fees, claimed or made against City that are alleged or proven to result or arise from the design, construction, presence, existence, location, operation, or maintenance of the BMP, but excluding claims caused by the active negligence or willful misconduct of City. Notwithstanding the foregoing, the Maintenance Association shall not be responsible for any indemnification obligations pertaining to the initial design and/or construction of the BMP.

B. Right of Entry. In addition to the rights provided by law, the City, the San Francisco Bay Regional Water Quality Control Board ("Regional Board"), and the Napa County Mosquito Abatement District ("NCMAD"), their employees and agents, are hereby granted permission to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess or observe the BMPs in order to ensure that the BMPs are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property when one or more of the identified agencies has a reasonable basis to believe that a violation of this Agreement, the City's storm water management ordinance, guidelines, criteria, other written direction, or the Phase II General Permit, and any amendments or reissuances of the permit has occurred. The above-mentioned agencies are also authorized to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the ordinance, guideline, criteria or other written direction. Whenever possible, the City, Regional Board or the NCMAD shall provide reasonable notice to the Maintaining Owner and Lot Owners before entering the Property.

C. Failure to Maintain. In the event City believes the Maintaining Owner has failed to comply with the requirements of this Agreement, or if the City believes that lack of proper maintenance has created the potential for adverse impacts to water quality, public health and safety, and the City's drainage system, City is hereby granted the right to enter upon the Property to access the BMPs and perform whatever work is reasonably necessary to correct the situation. In such case, City may bill the Maintaining Owner for the entire cost and expense of such maintenance, including administrative costs, and interest to the maximum amount permitted by law from and after 30 days from the date the maintenance expense bill is mailed by the City to the Maintaining Owner, its successors and assigns. In the event any such maintenance expense bill is not paid within said 30 days, City may initiate a civil action to recover the amount owed, and the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees. The City also shall be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the Property or Lot whose Owner has not paid the bill. In addition, the City shall be entitled to have the unpaid amount of the maintenance expense bill placed as a special assessment on the next regular tax bill levied against the Property or Lot, after which such assessment shall be collected in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedures under foreclosure and sale in the case of delinquency as provided for ordinary municipal taxes. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs and in no event shall this Agreement be construed to impose any such obligation on City.

D. Enforcement. City shall also have the right but not the obligation to enforce the Maintaining Owner's maintenance responsibilities with respect to the BMP's.

E. No Limitation. The rights provided to City hereunder are in addition to all other legal and/or equitable remedies available to City.

5. Notices: All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Services. Notice shall be given as follows, except that notice also may be given to the Declarant, its successors and assigns, at the address(es) shown on the records for the Property maintained by the Assessor, Napa County, California:

TO CITY: City Engineer
City of St. Helena
1088 College Ave.
St. Helena, CA 94574

and Community Development Director
Community Development Department
City of St. Helena
1088 College Ave.
St. Helena, CA 94574

TO DECLARANT: White Fang Properties, LLC
PO Box 2357
Healdsburg, CA 95448

6. Mortgage Protection: A Lot Owner may encumber its Lot with a mortgage or deed or trust. No beneficiary under such mortgage or deed of trust shall be obligated to cure any payment defaults of the Lot Owner unless such obligation is expressly assumed in writing. However, this Agreement shall be binding against any Lot Owner if the Lot is acquired by foreclosure, trustee's sale or similar transaction.

7. Covenants Running with the Land: The provisions of this Agreement shall be equitable servitudes and covenants running with the land, binding upon and inuring to the benefit of each Lot and each successive Lot Owner. The provisions of this Agreement are enforceable by Declarant, the City and any future Lot Owner against any other owner, tenant or occupant of a lot. Each Lot Owner shall have the right, but not the obligation, to enforce, in any manner permitted by law or in equity, including by arbitration, any and all of the provisions of this Agreement upon other Lot Owners.

8. General Provisions:

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any

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EXHIBIT C

suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Modifications and Rescission. This Agreement may not be modified orally or in any manner other than by an instrument in writing executed by City and a majority of the Lot Owners at the time of modification or rescission.

F. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

G. Time. Time is of the essence in carrying out the duties hereunder.

H. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

I. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

J. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Declarant and the City.

IN WITNESS WHEREOF, Declarant and City have hereunto caused their hands to be subscribed through their duly authorized officers:

CITY OF ST HELENA:

(Signature)

(Type name and title)

ATTEST:

(Signature)

(Type name and title)

COUNTERSIGNED:

(Signature)

(Type name and title)

APPROVED AS TO FORM:

(Signature)

(Type name and title)

List of Exhibits:

- "A" Property Description
- "B" Site Plan
- "C" Maintenance Plan
- "D" Annual Report

DECLARANT:

By: White Fang Properties, LLC,
a South Dakota limited liability company

By: _____
(Signature)

Its: _____

Mailing Address of Declarant:
PO Box 2357
Healdsburg, CA 95448

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

ATTACH NOTARY ACKNOWLEDGEMENT

Exhibit A

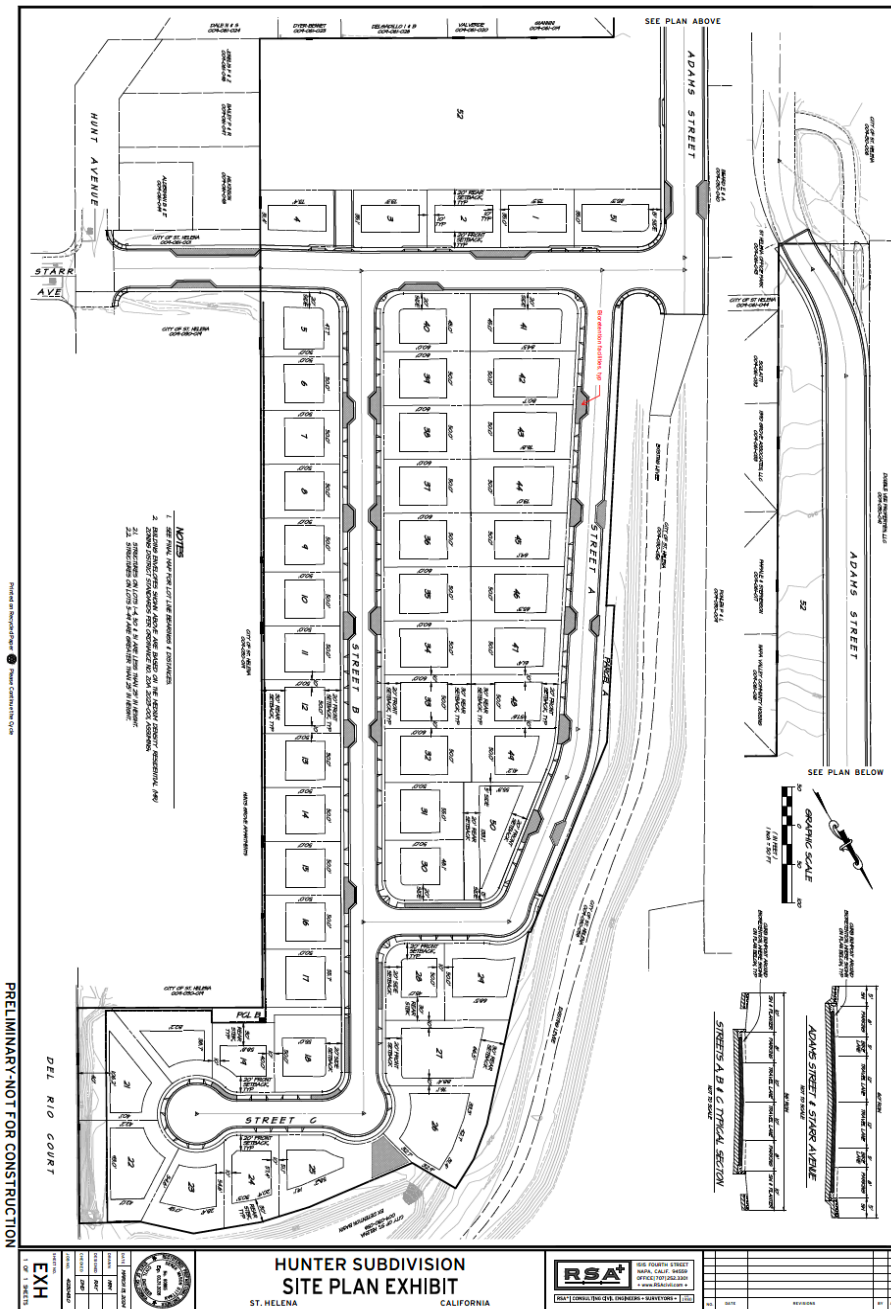
Legal Description of Property

Lots 1 through 51 shown on the map entitled "Final Map of the Hunter Subdivision" recorded on _____, 2025, in Book _____ of Maps at Pages _____ in the records of the County of Napa, State of California.

APN: 009-030-057

Exhibit B

Stormwater Control Plan Post-Construction BMP's Site Map



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EXHIBIT C

Exhibit C



**STORMWATER BEST MANAGEMENT PRACTICE
OPERATIONS AND MAINTENANCE PLAN**

For

**HUNTER SUBDIVISION
St. Helena, CA**

PREPARED FOR COMPLIANCE WITH THE:
BASMAA POST-CONSTRUCTION MANUAL
DESIGN GUIDANCE FOR STORMWATER TREATMENT AND CONTROL
FOR PROJECTS IN MARIN, SONOMA, NAPA, AND SOLANO COUNTIES

Prepared for:

White Fang Properties, LLC
237 Lorraine Court
Healdsburg, CA 95448

Project #4123043.0

March 17, 2025

1515 Fourth Street, Napa, CA 94559

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1. Stormwater Control Plan Sheet C6.0



Introduction

This report addresses the Operations and Maintenance (O&M) requirements for the stormwater treatment facilities at the Hunter Subdivision project. This O&M Plan was prepared in accordance with the January 2019 edition of the BASMAA Operation and Maintenance template.

I.A. Site Description

The Hunter Subdivision project is located at the eastern terminus of Adams Street in St. Helena, California. The APN is 009-030-057 and the parcel has a total area of 16.9± acres. The parcel is zoned Medium Density Residential. The project will include the development of 51 lots with single-family residences, public roads and utilities. A future multi-family residential project will be developed on Lot 52.

The predominant soil type in the project area is Bale clay loam, which is of the Hydraulic Soil Group B.

Designation of Responsible Individuals

II.A. Designated Contact for Operation and Maintenance

Name: Fantasia Stensland
Address: PO box 2357, Healdsburg, CA 95448
Phone: 707-473-8620

II.B. Off-Hours or Emergency Contact

Name: Fantasia Stensland
Address: PO box 2357, Healdsburg, CA 95448
Phone: 707-473-8620

II.C. Corporate Officer

Name: Ben VanZutphen
Address: PO box 2357, Healdsburg, CA 95448
Phone: 707-473-8620

II.D. Initial Training of Responsible Individuals

Following completion of construction, the bioretention facilities will be maintained by the contractor for two years, except for routine policing of trash, which will be completed by the owner's personnel. During this 2-year period, the owner's personnel will meet to review proper maintenance procedures with the contractor's staff during on-site maintenance. During this 2-year period, maintenance may be assigned to the homeowners via a maintenance agreement.

Stormwater Treatment Facilities Description

Bioretention facilities have been incorporated into this site. Bioretention facilities are a reservoir-based stormwater treatment facility that are designed to improve stormwater runoff quality. Captured runoff filters through the soil and gravel media and allows sediment and debris to fall out of suspension. The treated runoff is then conveyed to the storm drain system.

III.A. Facility Descriptions

The bioretention facilities are designed to the criteria in the BASMAA Post-Construction Manual (January 2019), and will include the following features:

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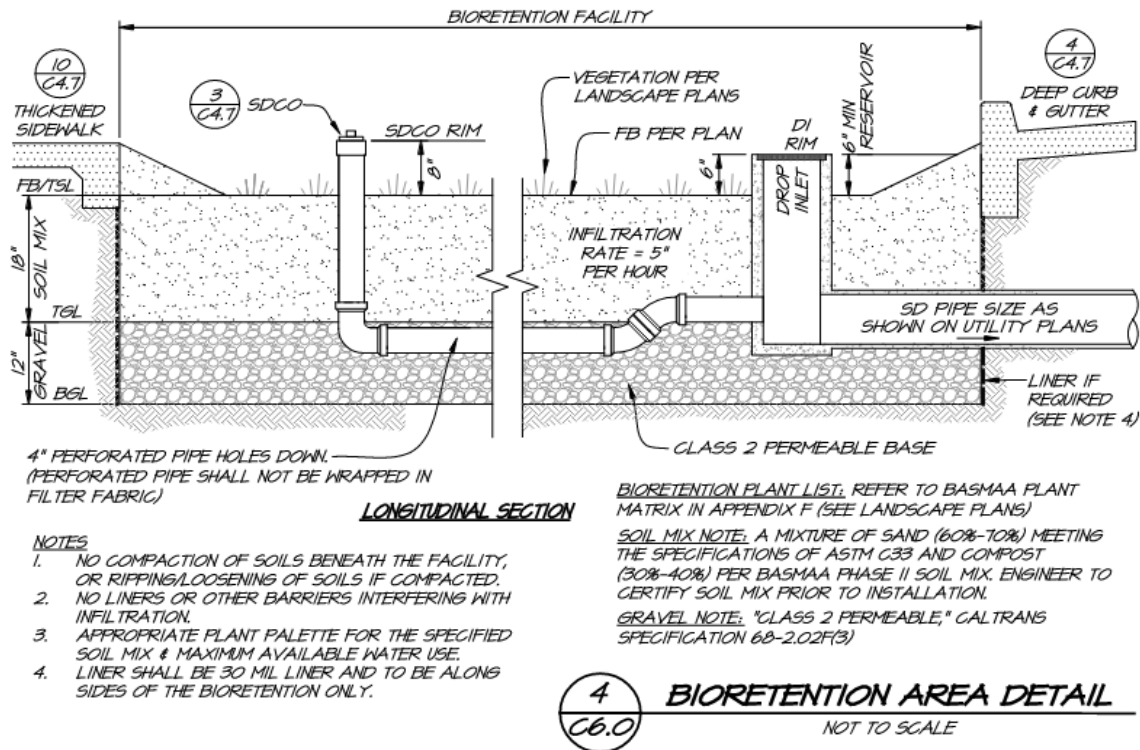


Figure 1. Bioretention Cross Section

- 12 inches of Class 2 permeable, Caltrans specification 68-2.02F(3)
- Each layer built flat, level, and to the elevations specified in the plans:
 - Bottom of Gravel (BGL)
 - Top of Gravel Layer (TGL)
 - Top of Soil Layer (TSL)
 - Overflow Grate/Rim
- 18 inches sand/compost mix meeting the recommended BASMAA specifications
- 4 in. dia. PVC SDR 35 perforated pipe underdrain, installed with the invert at the top of the Class 2 permeable layer with holes facing down, and connected to the overflow structure at that same elevation
- 6-inch deep reservoir between top of soil elevation and overflow grate elevation
- Concrete drop inlet with frame overflow structure with grate set to specified elevation, connected to storm drain.

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- Plantings selected for water conservation, and consistent with the BASMAA plant matrix.
- Irrigation system on a separate zone, with drip emitters and “smart” irrigation controllers
- Sign identifying the facility as a stormwater treatment facility
 - Inlets will be stamped with “No Dumping Drains to River” marker

See Attachment 1 and refer to the project Stormwater Control Plan for details on each facility.

III.B. Facility Construction Details

[Record drawings to be given to owner at completion of project]

Operation and Maintenance Activities

IV.A. General Maintenance Rules

At no time will synthetic pesticides or fertilizers be applied, nor will any soil amendments, other than aged compost mulch or sand/compost mix, be introduced. The top of soil surface will be maintained at or near the design elevation throughout. Irrigation systems will be maintained to conserve water while maintain plant health.

If plants are not thriving, compost tea may be applied at a recommended rate of 5 gallons mixed with 15 gallons of water per acre, up to once per year between March and June. Compost tea will not be applied when temperatures are below 50°F or above 90°F or when rain is forecast within the next 48 hours.

The following may be applied as pest control if needed:

- Beneficial nematodes
- Safer® products
- Neem oil

IV.B. Maintenance Schedule

The bioretention facilities will be maintained on the following schedule at a minimum.

IV.B.1. Routine Activities

The facilities will be examined daily for visible trash during regular policing of the site, and trash will be removed. The facilities, and the facility signs, will be inspected for graffiti or vandalism and any problems corrected within 48 hours.

The planted areas will be weeded by hand approximately monthly. At this time plants will be inspected for health and the irrigation system will be turned on manually and checked for any leaks or broken lines, misdirected spray patterns, etc. Any dead plants will be replaced.

IV.B.2. Following Significant Rain Events

A significant rain event is one that produces approximately a half-inch or more rainfall in a 24-hour period. Within 24 hours after such an event, the following inspection should be conducted:

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- Identify if ponding is occurring. If ponding is occurring, the cause will be remediated.
- Inspect inlets and remove accumulated trash and debris.
- Inspect surface of mulch layer and repair and rake mulch surface as needed.

IV.B.3. Prior to the Start of the Rainy Season

In September of each year, the facilities will be inspected to confirm there is no accumulation of debris that blocks flow. If not addressed during monthly maintenance, any growth and spread of plantings that block inlets or surface flowlines will be cut back or removed.

IV.B.4. Annually during Winter

In December – February each year, plantings will be cut back or replaced as needed. Debris needs to be removed and mulch repaired as needed. The elevation of the top soil layer and mulch layer will be confirmed to be consistent and will supply the 6-inch reservoir depth. Concrete work will also be inspected for damage.

ATTACHMENT 1

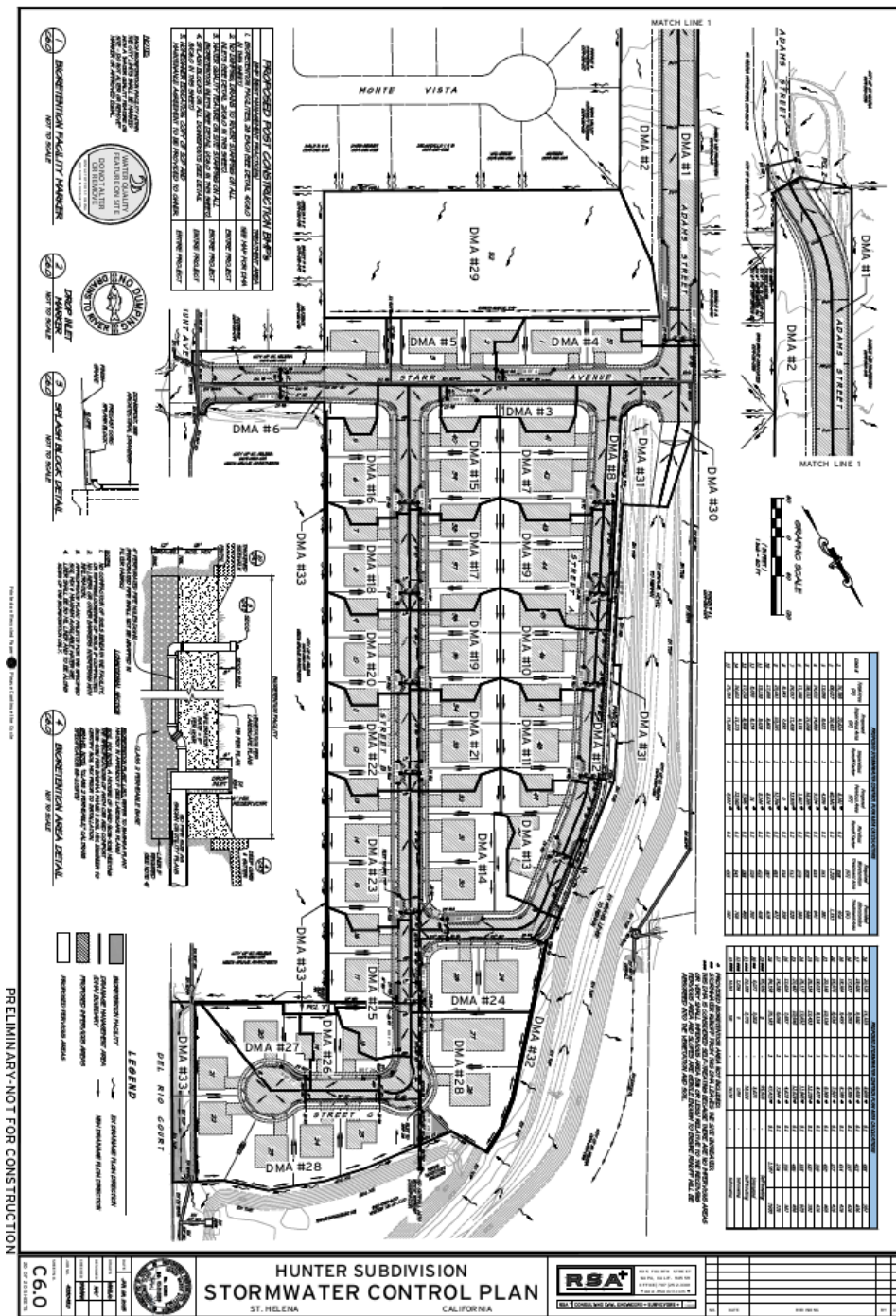


EXHIBIT C

Exhibit D

Annual Report Form for Construction Storm Water Best Management Practices (BMPs)

Inspection Report -- BMPs
Public Works Department
1088 College Ave.
St. Helena, CA 94574

This inspection report is designed to document the inspection and maintenance conducted for the identified BMPs subject to the Maintenance Agreement dated _____ 20__ between the City and the original property owner(s) during the annual reporting period indicated below. Please attach additional pages if necessary to complete any item identified below.

1. Property Information:

Property Address or APN: APN 009-030-057
 Current Property Owner: White Fang Properties, LLC

2. Contact Information:

Name of person to contact regarding this report: _____

Phone number and email address of contact person: _____

Address to which correspondence regarding this report should be directed:

3. Reporting Period:

This report documents the inspection and maintenance of the identified treatment measures during the time period from _____ to _____.

4. BMP Information:

The following BMPs are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of BMP	Type of BMP	Location of BMP on the Property

A. Bio-Retention

Were the trees and shrubs healthy? ____ yes ____ no If no, what actions were taken to treat and/or replace vegetation: _____

EXHIBIT C

Was erosion present? ____ yes ____ no If yes, describe actions taken to repair:

repair _____

Was there standing water in the bio-retention facility? ____ yes ____ no If yes, describe measures taken to eliminate standing water:

Was the mulch in good condition? ____ yes ____ no If no, provide date the mulch was replaced:

_____ and volume of new mulch _____

Was sediment/debris built up at the inflow point or on top of the bio-retention facility? If yes, identify volume of sediment removed _____ Describe method of removal and identify disposal location:

Was the under drain flowing freely? ____ yes ____ no If no, describe measures taken to clear drain. _____

What was the pH of the soil? ____ If pH was not in the range of 5.5 and 6.5, identify actions taken to bring the soil pH within that range:

B. Other BMPs

Describe: _____ Trash Capture Filter

Condition: _____

Maintenance performed: _____

5. Photos/Video of BMPs:

Photo ID#	Date of Photo	Photo Taken by:	Remarks

6. Inspector Information:

Inspector Name and Title	Inspector's Employer and Address

7. Statement of BMP Condition:

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Based on the inspections as documented above, is each BMP identified in this report located where required, maintained as required by the Maintenance Plan and does each BMP function as originally designed and approved and to accomplish its intended purpose? (Check yes or no.)

_____ YES _____ NO

If "No", describe each problem, proposed solution and schedule of correction:

8. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

(Signature of Property Owner or Other Responsible Party)

(Date)

(Type or Print Name)

(Company Name)

(Address)

Phone Number: _____ E-mail: _____

RECORDED AT THE REQUEST OF AND
WHEN RECORDED, RETURN TO:

Ella K. Gower
MILLER STARR REGALIA
1331 N. California Blvd., Suite 600
Walnut Creek, CA 94596

HUNTER
DECLARATION
OF
RESTRICTIONS (CC&Rs)

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions

ATTACHMENT 1

RWEQ-59650\2920109.11

August 22, 2025

HUNTER

DECLARATION OF RESTRICTIONS (CC&Rs)

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HUNTER

DECLARATION OF RESTRICTIONS (CC&Rs)

THIS DECLARATION OF RESTRICTIONS (CC&Rs) is executed by WHITE FANG PROPERTIES, LLC, a South Dakota limited liability company (the “Declarant”) with reference to the following facts:

- A. Declarant is constructing a residential development consisting of fifty-one (51) residential lots and one (1) common area parcel located on certain real property in St. Helena, California, more particularly described on the subdivision map entitled “Final Map of the Hunter Subdivision” filed in the records of Napa County, California, on _____, 20____, in Book _____ of Maps at pages _____ (the “Map”).
- B. Declarant desires to impose certain restrictions on the lots in the development that will benefit and bind each lot, and each owner and successive owner thereto, as covenants running with the land and equitable servitudes, to grant and describe certain easements that will be appurtenant to the lots in favor of the homeowners association, and to establish a planned development within the meaning of Civil Code section 4175.

DECLARANT DECLARES AS FOLLOWS:

Article 1 DEFINITIONS

Unless the context indicates otherwise, the following terms shall have the following definitions:

1.1 “Applicable Laws”. All federal, state and local laws, statutes, acts, ordinances, rules, regulations, permits, licenses and requirements of all governmental authorities (including any agency, authority, board, branch, division, department or similar unit of any federal, state, county, district or other governmental entity having jurisdiction over the Development) that now or hereafter during the term of this Declaration may be applicable to a residential common interest development.

1.2 “Architectural Committee” or “Committee”. The Architectural Committee described in **Section 6.1.**

1.3 “Articles”. The Articles of Incorporation of the Association and any amendments thereto.

1.4 “Association”. Hunter Homeowners Association, a California nonprofit mutual benefit corporation.

1.5 “Board”. The Board of Directors of the Association.

1.6 “Bylaws”. The Bylaws of the Association and any amendments thereto.

1.7 “City”. The City of St. Helena, California.

1.8 “Common Area”. Parcel Y shown on the Map.

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1.9 “Conditions of Approval”. The conditions of approval set forth in “City Council Resolution No. 2023-69” which came before the City’s Council on June 26, 2023, and any amendments or modifications thereto.

1.10 “Davis-Stirling Act”. The Davis-Stirling Common Interest Development Act as set forth in Part 5 (commencing with Civil Code section 4000) of Division 4 of the Civil Code and any subsequent modifications thereto.

1.11 “Declarant”. White Fang Properties, LLC, a South Dakota limited liability company, or any successor or assign that assumes in writing all or a portion of the rights and duties of the Declarant hereunder. There may be more than one (1) Declarant.

1.12 “Declaration”. This Declaration of Restrictions (CC&Rs) and any amendments or corrections thereto.

1.13 “Development”. The residential development that is constructed on the property shown on the Map and subject to all the provisions in this Declaration, including the Lots, the Common Area, and all Improvements thereon.

1.14 “DRE”. The California Department of Real Estate.

1.15 “Governing Documents”. This Declaration, the Articles of Incorporation, the Bylaws and the Rules.

1.16 “Improvements”. Any property in the Development constituting a fixture within the meaning of Civil Code section 660.

1.17 “Lot” or “Residential Lot”. Lots 1 through 51 as shown on the Map and all Improvements thereon.

1.18 “Maintain”, “Maintained”, “Maintaining” or “Maintenance”. Unless expressly stated otherwise, “maintain”, “maintained”, “maintaining” or “maintenance” as used in this Declaration includes inspection, cleaning, maintenance, repair, upgrading and/or replacement.

1.19 “Map”. The subdivision map entitled “Final Map of the Hunter Subdivision” filed for record in Napa County, California, on _____, 20__, in Book _____ of Maps at pages _____, including any subsequently-recorded amended final maps, parcel maps, certificates of correction, lot-line adjustments, and/or records of survey.

1.20 “Member”. A member of the Association.

1.21 “Mortgage”. A recorded mortgage or deed of trust against one (1) or more Lots in the Development.

1.22 “Mortgagee”. A mortgagee under a Mortgage or a beneficiary under a deed of trust recorded against a Lot in the Development.

1.23 “Occupant(s)”. Any Person entitled to use and reside in a Lot pursuant to an ownership right or any lease, license or other similar agreement with the Owner of the Lot.

1.24 “Owner”. The owner or owners of the fee (perpetual) estate of a Lot in the Development.

1.25 “Permittee(s)”. All Owners and Occupants and their agents and invitees.

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1.26 "Person". Any natural person, partnership, trust, corporation, limited liability company, or other legal entity.

1.27 "Rules". Rules or regulations adopted by the Board from time to time pursuant to the authority of **Section 4.6.2**.

1.28 "Stormwater Agreement". The Declaration of Easements and Maintenance Agreement Post Construction Storm Water Best Management Practices Hunter Subdivision recorded in Napa County, California, including any amendments or corrections thereto.

Article 2 PROPERTY RIGHTS AND EASEMENTS

2.1 Type of Development. This Development is a planned development within the meaning of Civil Code section 4175 and consists of 51 Residential Lots and the Common Area.

2.2 Property Rights. Each Owner owns a fee (perpetual) estate in a Residential Lot and is a Member of the Association. The Association owns the fee (perpetual) estate in the Common Area.

2.3 Easements. The Development is subject to the easements described in this **Section 2.3** and the general easement rights in **Section 2.4**.

2.3.1 Common Area Easements. Declarant grants to the Owner of each Lot an easement in favor of the Owner's Lot as the dominant tenement over the Common Area as the servient tenement for: (i) ingress and egress over the walkways within the Common Area; (ii) support from any land or Improvements within the Common Area providing structural support to the dominant tenement; (iii) access to and use of (including the right to install or maintain) any utility lines, cables, wires, pipes, meters, or other equipment installed within, on or over the Common Area that provides utility service to the dominant tenement, including water, electricity, gas, telecommunications, storm drainage and sanitary sewer services and life safety system; and (iv) access to and use of the Common Area by Declarant and its contractors, subcontractors and other agents to construct, maintain and market the Lots.

2.3.2 Drainage Easement. Declarant grants to the Owner of each Lot and to the Association as the Owner of the Common Area an easement in favor of the Owner's Lot and the Common Area as the dominant tenement over each other Lot and the Common Area as the servient tenement for: (i) the retention or maintenance of any storm drainage system installed on the servient tenement as a part of the original construction of the Development; and (ii) the flow of surface and subsurface waters through and over any drainage system and/or drainage patterns established as a part of the original construction of the Development.

2.3.3 Utility Easement. Declarant grants to the Owner of each Lot an easement in favor of the Owner's Lot as the dominant tenement over each other Lot as the servient tenement that contains any utility equipment that serves the dominant tenement for the installation, maintenance and retention of any utility lines and equipment installed within the servient tenement as a part of the original construction of the Development that provides utility service to the dominant tenement, including, but not limited to, electricity, gas and water. If the easement is not shown on the Map, the easement is limited to the area within which the utilities were originally installed or are relocated with the prior written consent of the Owner of the servient tenement.

2.3.4 Association Maintenance Easement. Declarant grants to each Owner an easement in favor of the Owner's Lot as the dominant tenement over each other Lot as the servient tenement for purposes of providing the agents of the Association such access as may be reasonably necessary to perform the Association's maintenance duties as described in **Section 3.3**.

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2.3.5 Map Easements. Declarant grants to the Owner of each Lot an easement in favor of the Owner's Lot as the dominant tenement over each other Lot and the Common Area as the servient tenements for the easements described on the Map that benefit the dominant tenement and burden the servient tenements as shown on the Map, including private storm drain easement ("PSDE") and the private water line easement ("PWLE"). The Lots and Common Area also are subject to and/or benefit from the applicable public easements shown on the Map, including the public utility easement, public storm drain easement, public sanitary sewer easement.

2.3.6 Other Easements. Each Lot and the Common Area are also subject to such other easement(s), rights-of-way, or dedications as may be granted or reserved in the Map, any deed to the Lot or Common Area, or any other appropriate public record.

2.4 General Easement Rights. Each easement described in **Section 2.3** is subject to, and construed in accordance with, the following provisions, except as otherwise expressly provided for elsewhere in this Declaration: (i) the easement is appurtenant to the dominant and servient tenements and any transfer of a dominant or servient tenement automatically transfers the easement appurtenant thereto regardless of whether the easement is described in the instrument of transfer; (ii) the easement is in perpetuity unless otherwise terminated by operation of law; (iii) no easement may be modified or relocated except with the written consent of the Owners of the dominant and servient tenements; (iv) except as otherwise provided in **Article 3**, the Owner of the dominant tenement shall maintain the Improvements within any easement that exclusively benefits the dominant tenement; (v) the Owner of the dominant tenement shall indemnify, defend and hold harmless the Owner of the servient tenement against any claims, liabilities, damages, judgments or expenses, including reasonable attorneys' fees (collectively, "Claim"), from any injury or death to any Person or damage to any property that occurs in connection with the use or maintenance of the easement as a result of any act or omission by the Owner or Occupant or their Permittee except to the extent the Claim is a covered claim under insurance maintained by the Association (any deductibles or costs in excess of available coverage amounts shall be paid by the Owner); (vi) all easement uses shall comply with the covenants, rights, duties and restrictions set forth in this Declaration, with all Applicable Laws and with any Rules adopted by the Board under the provisions of **Section 4.6.2**; (vii) each easement granted hereunder exists by virtue of this Declaration, without the necessity of confirmation by any other documents; (viii) the easements are nonexclusive unless expressly provided otherwise; (ix) no easement provided or reserved under this Declaration shall restrict the Owner of the servient tenement from granting other easements or interests therein as long as the other easement or interest does not unreasonably interfere with the easement rights of the dominant tenement; (x) easement access and use rights are subject to the rights reserved in **Section 2.5** and the rights of Declarant as described in **Section 11.10**; and (xi) if the dominant and servient tenements are owned by the same Owner, the easement shall be effective automatically on the date the dominant and servient tenements no longer are owned by the same Owner regardless of whether the instrument of transfer separating the ownership describes the easement.

2.5 Reservation of Rights. Notwithstanding any property rights, including easements, granted or reserved herein, each Lot and the Common Area, as the case may be, are subject to each of the following:

(i) the right of Declarant or its agents to enter on any portion of the Development to construct the Improvements that Declarant intends to construct within the Development, to advertise and sell Lots in the Development, to make repairs, and to correct any construction problems thereon, provided that such entry does not unreasonably interfere with the use or occupancy of any occupied Lot unless authorized by its Owner, which authorization shall not be unreasonably withheld, conditioned or delayed;

(ii) the right of the Association's agents to enter any Lot to cure any violation or breach of the Governing Documents, provided that at least thirty (30) days' prior written notice of such violation or breach (except in the cases of emergency) has been given to the Owner and provided that within the thirty (30) day period such Owner has not acted to cure such violation or breach;

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(iii) the right of the Association's agents to enter any Lot to perform its obligations and duties under this Declaration, including the obligations and the duties with respect to maintenance of any Improvement or landscaping located on the Lot;

(iv) the rights reserved in **Sections 2.6, 2.8, and 11.10**; and

(v) the right of the Association to adopt and enforce Rules as described in **Section 4.6**.

2.6 Authority Over Common Area. The Board or Declarant (as long as Declarant owns twenty-five percent (25%) or more of the Lots in the Development) shall have the power and the right in the name of the Association and all of the Owners as their attorney-in-fact, to grant, convey or otherwise transfer to any Owner or any other Person fee title, easements, leasehold estates, exclusive use easements or rights, licenses, lot-line adjustments, rights-of-way and/or dedications in, on, over or under the Common Area, in order to: (i) construct, erect, operate, maintain or replace lines, cables, wires, conduits or other devices for electricity, cable television, internet services, fiber optics, and other telecommunications equipment, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any similar public or quasi-public Improvements or facilities; (ii) accommodate any encroachment that in the sole discretion of the Board or Declarant does not unreasonably interfere with the use and enjoyment of the Common Area; or (iii) accomplish any other purpose that in the sole discretion of the Board or Declarant is in the interest of the Association and its Members and does not unreasonably interfere with the use and enjoyment of the Common Area. Each Owner in accepting a deed to a Lot expressly consents to such action and authorizes and appoints the Association and Declarant (as long as Declarant owns twenty-five percent (25%) or more of the Lots in the Development) as attorney-in-fact of such Owner to execute and deliver all documents and interests to accomplish the action, including, but not limited to, grant deeds, easements, subdivision maps, and lot-line adjustments. Notwithstanding anything herein to the contrary, in no event shall the Board or Declarant: (a) take any action authorized hereunder that would permanently and unreasonably interfere with the use, occupancy and enjoyment by any Owner of their Lot without the prior written consent of that Owner; or (b) grant exclusive use of any portion of the Common Area to any Owner without the affirmative vote of a majority of the Members present in person or by proxy at a duly held meeting, unless Member approval is not required as described in Civil Code section 4600. If Member approval is required, the Board in placing the measure before the Members shall describe whether the Association will receive a monetary consideration for the grant and whether the Association or the transferee is responsible for providing insurance coverage for the Common Area and shall comply with the secret balloting requirements of Article 4 (commencing with Civil Code section 5100) of Chapter 6 of the Davis-Stirling Act. Furthermore, the conveyance of fee title to any portion of the Common Area as authorized in this **Section 2.6** (other than conveyances made as a part of lot-line adjustments) shall require the consent of a majority of the total voting power of the Association other than Declarant.

2.7 Delegation of Use Rights. An Owner's Permittees may use and enjoy any Common Area Improvements. All such use shall be subject to restrictions contained the Governing Documents. If an Owner leases their Lot, neither the Owner nor the Owner's Permittees shall be entitled to use any Common Area Improvements other than such use as is directly related to the Owner's rights and duties as a landlord. Such rights may be enjoyed by the Occupant and Occupant's Permittees during the term of the rental agreement.

2.8 Conveyance of Common Area. The Common Area shall be conveyed to the Association on or before the date the Declarant first conveys title to a Lot which triggers the commencement of assessments under **Section 5.7**. The Common Area as the servient tenement is subject to the applicable easements described in **Section 2.3** and the rights reserved in **Section 2.5**. The rights retained by Declarant and its subcontractors and agents include the right to restrict access to any portion of the Common Area that is undergoing construction or development activity for safety or other reasons by the construction of fences or other barriers, or by the adoption of such other measures that restrict access to

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authorized personnel only, and the right to use portions of the Common Area as a staging or storage areas for materials and equipment to be used in connection with the construction of Improvements within the Development and to restrict access thereto by means of a fence or otherwise. The Board may adopt Rules regulating the use of the Common Area provided such Rules do not unreasonably interfere with the exercise of the foregoing easement rights and are consistent with the provisions contained in this Declaration.

2.9 Construction Activity. Each Owner acknowledges that: (i) the construction of the Development may occur over an extended period of time; (ii) the quiet use and enjoyment of the Owner's Lot may be disturbed as a result of the noise, dust, vibrations and other effects of construction activities; and (iii) the disturbance may continue until the completion of the construction of the Development.

2.10 Noise Transmissions. The Development has been designed to meet the acoustical building code standards in effect at the time the Development was approved. The standards establish minimum performance criteria and do not eliminate all noise transmissions. Occupants will hear noise from other Lots as well as noises from outside.

2.11 Stormwater Agreement. The City and Declarant entered into the Stormwater Agreement described in **Section 1.28** regarding the stormwater treatment measures for the Development. Effective on the date the Association commences its operation as described in **Section 4.1**, the Association shall assume the rights and duties of Declarant under the Stormwater Agreement including duties relative to: operation and management of the stormwater treatment measures described in the Stormwater Agreement that are located within the public streets and on Lot 25; sediment accumulation management; modifying treatment measures as required by the City; indemnifying the City; and reimbursing the City to the extent required under the Stormwater Agreement.

Representatives of the City, the regional board, and local mosquito and vector control agency, and their authorized agents and employees may enter the property to inspect the stormwater treatment measures whenever the City deems necessary to inspect, assess, or observe the stormwater treatment measures in order to ensure that the treatment measures are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. The City may also require that security be posted if the City takes corrective action under the Stormwater Agreement for failure of the Association to maintain the stormwater treatment measures.

The Board shall have all right, power and authority to take all actions under the Stormwater Agreement on behalf of the Association and the consent of the Members shall not be required.

By June 30th of each year, the Annual Report Form for Construction Storm Water Best Management Practices (BMPs) attached to the Stormwater Agreement as Exhibit D shall be submitted to the City for the previous calendar year.

This **Section 2.11** is only a brief summary of the Stormwater Agreement. If there is any conflict between the Stormwater Agreement and this **Section 2.11**, the Stormwater Agreement shall control.

2.12 Well. The Development contains a well located on Parcel Y shown on the Map, which, as required by the Conditions of Approval, shall be used for the irrigation water of all Lots and Common Area within the Development. The well is also subject to the Well Agreement described in Section 2.13 and shall be maintained as described therein.

2.13 Well Easement and Cost Sharing Agreement. The Development is subject to a Well Easement and Cost Sharing Agreement with Lot 52 shown on the Map (the "Well Agreement"). The Well Agreement grants ingress, egress and utility easements over Parcel Y in favor of Lot 52, requires the Association to maintain and insure the private well improvements, and allocates the maintenance costs for the private well improvements among the Association and the Lot 52 Owner. Specifically, Lot 52 is

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responsible for 18.5% of the costs to maintain the private well improvements and shall pay the Association on an annual basis.

The Board shall have all right, power and authority to take all actions under the Well Agreement on behalf of the Association and the consent of the Members shall not be required.

This **Section 2.13** is only a brief summary of the Well Agreement. If there is any conflict between the Well Agreement and this **Section 2.13**, the Well Agreement shall control.

2.14 Agricultural Operations. This Development is located within the vicinity of existing agricultural activities, operations and facilities. Accordingly, the Development may be subject to inconveniences, or discomforts resulting from agricultural operations. Customary agricultural practices and operations may include, but are not limited to, noise, odors, dust, light, insects, burning, livestock, the operation of pumps and machinery, the storage and disposal of manure, bee pollination and the ground or aerial application of fertilizers, pesticides and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. Prospective purchasers should consider the impacts of such agricultural practices before agreeing to acquire a Lot. Owners may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Civil Code section 3482.5 or any pertinent local ordinance.

2.15 Storm Drain Easement. As shown on the Map, there is a twenty-five (25) foot storm drain easement located on the northwestern portion of Lot 25. There is also a thirty-five (35) foot storm drain easement located on the southeastern portion of Lots 21 and 22. The Owners of Lots 21, 22 and 25 shall not construct any permanent structures, including but not limited to garages, sheds, and swimming pools, within the storm drain easement. Grading within the storm drain easement shall not be modified to obstruct proper usage of the stormwater improvements as designed as part of the original construction and as described in the storm water plan.

2.16 Sanitary Sewer Easement. As shown on the Map, there is a fifteen (15) foot sanitary sewer easement located along the western boundary of Lot 21. The Owner of Lot 21 shall not construct any permanent structures, including but not limited to garages, sheds, and swimming pools, within the sanitary sewer easement.

Article 3 MAINTENANCE OBLIGATIONS

3.1 Owner's Maintenance Obligations. Each Owner shall maintain the Owner's Lot and all Improvements thereon in good condition and repair at all times, including the Improvements described in **Sections 3.1.1 through 3.1.6**. Good neighbor fences shall be maintained as described in **Section 3.2**. Each Owner shall comply with each of the following in performing the Owner's maintenance obligations: (i) the Maintenance Standards and Guidelines described in **Section 3.4**, (ii) the Stormwater Agreement described in **Section 1.28**, and (iii) commonly-accepted homeowners' maintenance obligations.

Each Owner shall allow agents of the Association access to the Owner's Lot for purposes of performing any of the Association's maintenance obligations under this Declaration. If any Owner fails or refuses to provide access, the Owner shall be responsible for any maintenance costs that could have been avoided if access had been provided, and the Association may levy a reimbursement assessment against the Lot to recover the additional costs in the manner described in **Section 5.5**.

If any Owner fails to maintain their Lot as required herein, after notice and hearing as described in the Bylaws, the Association may, but is not obligated to, enter the Lot and perform the necessary maintenance. The Association may levy a reimbursement assessment against the Lot in the manner described in **Section 5.5**.

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3.1.1 Residences. Each Owner shall maintain the residence on the Owner's Lot, including all fixtures and Improvements within the residence. Each Owner shall be responsible for structural repairs to any Improvement, including the foundation, and the siding and roof.

3.1.2 Utilities. Unless maintained by the Association as described in **Section 3.3.4**, each Lot Owner shall be responsible for maintaining any utility line or equipment that exclusively serves the Lot, including any portion of an interconnected system such as a lateral plumbing or water pipe (including irrigation pipes/lines) exclusively serving the Lot.

3.1.3 Storm Drainage System. Unless maintained by the Association or a government agency, each Owner shall maintain that portion of the drainage system located on the Owner's Lot. The Owners of Lots 5 through 20 shall maintain the portion of the storm drain located on the rear boundary of the Owner's Lot.

3.1.4 Landscaping. Each Owner shall maintain the landscaping and irrigation components on the Owner's Lot. Each Lot Owner is responsible for maintaining any landscaping connected to the Lot's water meter unless otherwise maintained by the Association as described in **Section 3.3**.

3.1.5 Retaining Wall and Fence. The Owners of Lots 5 through 22 shown on the Map shall maintain the retaining wall and fence located along the rear boundary of their Lots. No Owner shall drill, paint, or otherwise affix or hang anything from the wall or fence.

3.1.6 Solar Energy Systems. Owners shall be responsible for maintaining all parts of the solar energy system on their roofs, if any, including but not limited to solar racks, solar panels, inverters, and any other equipment, and shall maintain all parts of the solar energy system at the Owner's sole expense.

3.2 Good Neighbor Walls and Fences. Walls and fences on or about the common boundary line between two adjoining Lots are to be jointly maintained as good neighbor walls and fences in accordance with the maintenance standards and guidelines in **Section 3.4**. The cost of the maintenance shall be allocated equally between the Lots unless the circumstances warrant a different allocation for a fair and equitable allocation of such costs. Each Lot as a dominant tenement shall have an easement over the adjoining Lot as the servient tenement for access to that portion of the servient tenement as may be reasonably necessary to maintain the fence.

All other walls and fences on a Residential Lot, including walls and fences located on a common boundary between the Owner's Lot and the Common Area, shall be maintained by the Owner of the Lot.

Any dispute between the adjoining Lot Owners regarding the need for maintenance, the quality or type of maintenance, the allocation of costs, or any related issues shall be submitted to the American Arbitration Association (AAA), any successor thereto or any other alternative dispute resolution provider acceptable to the parties for resolution. The dispute first shall be submitted to non-binding mediation for resolution. If the dispute cannot be resolved through mediation, the dispute shall be submitted to binding arbitration. Unless the parties agree otherwise, the dispute shall be heard by a single arbitrator in the county where the Development is located. In the arbitration proceeding, each party shall have full discovery rights as authorized by Code of Civil Procedure section 1283.05 or any successor statute thereto. The decision of the arbitrator shall be binding on the parties and may be enforced in any court of appropriate jurisdiction. The arbitrator in their discretion may award costs, including reasonable attorneys' fees, to the prevailing party.

3.3 Association's Maintenance Responsibilities. The Association shall maintain the Improvements and landscaping described in **Sections 3.3.1 through 3.3.4** in good condition and repair at all times and shall comply with each of the following in performing the maintenance obligations: (i) the

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Maintenance Standards and Guidelines described in **Section 3.4**, (ii) the Stormwater Agreement described in **Section 1.28**, and (iii) commonly-accepted “homeowners” maintenance obligations.

3.3.1 Common Area. The Association shall maintain the Common Area and all Improvements and landscaping thereon, including, but not limited to pavement and walkways, Common Area landscaping and irrigation systems, fencing, and lighting fixtures serving the Common Area. The Association shall maintain the private utilities serving the Common Area, including the private storm drain easement and the private water line easement described in **Section 2.3.5**.

3.3.2 Private Utilities and Storm Drainage Systems. Except as maintained by the Lot Owner as described in **Sections 3.1.2 and 3.1.3**, the Association shall maintain any water (including, fire hydrants, if any), storm drainage systems and sanitary sewer systems not maintained by a government agency or a regulated utility company. The Association shall maintain the storm drain easement on Lot 25 described in **Section 2.15**.

3.3.3 Public Right-of-Way Landscaping. The Association shall provide water and maintain the irrigation system and the landscaping within the landscaped strip between the sidewalk and the back curb adjacent to any public street abutting the Development.

3.3.4 Irrigation Well and Irrigation System. The Association shall maintain the well and well improvements, including pump, located on Parcel Y and the internal irrigation water distribution line, including laterals up to the property lines at the back of curb. If any portion of a lateral that is located within the street requires maintenance, the Association shall maintain the lateral subject to reimbursement from the Owner of the Lot that is exclusively served by the lateral.

As required by the Conditions of Approval, the irrigation well shall supply irrigation water for all landscaping in the Development, including the landscaping on Lots to be maintained by the Owners as described in **Section 3.1.4**. The Association shall monitor the well’s water level and record well water usage on a monthly basis and report this data to the Director of Public Works by July 1st each year.

3.4 Inspection and Maintenance Standards and Guidelines.

3.4.1 Maintenance Standards. All Improvements in the Development shall be maintained at all times: (i) in good condition and repair, ordinary wear and tear excepted; (ii) in a neat, clean and sanitary condition; and (iii) in proper operating condition. It is intended that the Improvements be maintained in a like-new condition similar to the condition on the completion of the original construction, reasonable wear and tear excepted. In addition, to the extent applicable, all Improvements and landscaping shall be maintained in compliance with the maintenance and inspection guidelines described in **Sections 3.4.2 and 3.4.3**, and commonly-accepted homeowners’ maintenance obligations. Each party responsible for maintenance shall have the Improvements on the party’s property periodically inspected for construction material destroying pests or organisms and, if necessary, immediately shall take appropriate corrective action therefor.

The exterior surfaces of the residences (including the siding, rain gutters, and downspouts) shall be periodically repainted and the roof materials periodically replaced in accordance with a schedule that maintains substantially the same quality of appearance as existed at the time original construction was completed and no less frequently than the periodic repainting and re-roofing recommendations of the manufacturer and/or the Guidelines described in **Section 3.4.2**. Maintenance shall include periodic inspection of deck surfaces for evidence of leaks and the immediate repair of any deck surface that is damaged or penetrated in any manner. Owners must take appropriate precautions to prevent the waterproofing from being penetrated by sharp objects.

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No Owner shall excavate, alter, remove or otherwise disturb any Improvements or landscaping situated within the property of another without the prior written consent of the property owner unless immediate repair is necessary to prevent damage to property or injury to any Person.

An Owner shall not commence any work in the Common Area until the Owner has secured (i) written approval from the Board, and (ii) all appropriate governmental permits and approvals, which permits and approvals shall be provided to the Association upon request. All work shall be performed only by duly-licensed and duly-insured contractors. The Association may require the Owner to comply with such additional terms and conditions as the Board may direct prior to commencement of any work within any Common Area. Upon completion of the work, any damaged Common Area Improvements immediately shall be repaired, restored or replaced. The Owner shall defend, indemnify and hold the Association harmless against any claims, liabilities, liens, damages, judgments or expenses, including reasonable attorneys' fees (collectively, a "Claim") from any injury or death to any Person or damage to any property arising out of the aforementioned work except to the extent the Claim is a covered claim under insurance maintained by the Association (in which case any deductible or costs in excess of available coverage amounts shall be paid by the Owner).

Storm drainage systems and any intake drains, catch basins or area basins shall be kept free and clear of litter, debris, obstruction, and stored materials at all times. No Owner shall take any action that would interfere with the operation of the storm drainage system in any manner, or modify any drainage or flow pattern, including altering the grading on any Lot, unless approved by the Architectural Committee. Any such modifications shall be performed in compliance with all Applicable Laws.

Landscaping shall be maintained in a healthy and weed-free condition. Dying or dead vegetation shall be immediately removed and replaced. Maintenance shall include regular fertilization, mowing, irrigation, pruning, elimination of pests or diseases, and other customary prudent landscaping practices. Appropriate steps shall be taken to maintain the irrigation of the landscaping and to prevent damage resulting from misdirected and/or excessive watering. Landscaping shall comply with the State of California Model Water Efficient Landscape Ordinance and Section 17.112.140 of the St Helena Municipal Code. Landscaping shall include drought tolerant landscaping and low water irrigation systems and landscaping shall not block vision from exits or at street intersections.

3.4.2 Maintenance Guidelines. Declarant shall provide each initial Owner and the Association with a maintenance manual for the inspection and maintenance of certain Improvements and personal property situated within the Development (collectively the "Guidelines"). Each Owner and the Association shall retain the Guidelines and shall take all appropriate steps to implement and comply with the Guidelines as required herein. Each Owner, on the transfer of the Owner's Lot, shall deliver the Guidelines pertaining to the Improvements and any landscaping to be maintained by the Owner to the transferee on or before title is transferred.

The Board periodically and at least once every three (3) years shall review and update the Guidelines for Improvements maintained by the Association, which may be done in conjunction with the preparation of the reserve study described in **Section 5.3**. The Board shall retain copies of the Guidelines, including all revisions, and shall provide copies of Guidelines pertaining to Improvements maintained by the Owner to any new Owner within the Development within sixty (60) days of the date of the transfer of title to the new Owner. Replacement copies of the Guidelines prepared by Declarant may be obtained from Declarant. Declarant may charge a reasonable fee for providing replacement copies.

3.4.3 Inspections. In order to reduce the potential for water damage (including mold growth) within the Lots and Common Area, the party responsible for maintenance shall perform each of the following steps: (i) periodic inspection of the Lots and Common Area for water leaks, other evidence of water intrusion (such as condensation on the windows or walls, water stains or other types of water damage) and for the presence of molds, fungi and their spores (collectively "Mold"); (ii) if any water leaks, water intrusion and/or Mold are detected, the maintaining party shall take appropriate corrective steps to

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repair the leak and/or reduce water intrusion and repair any resulting water damage (including the removal of any Mold); (iii) maintenance of proper ventilation (particularly in the bathrooms) and humidity levels to reduce the risk of water damage (including Mold growth); (iv) periodic inspection of refrigerator condensation pans, air conditioners (if applicable) and any other water-retaining appliances to ensure they are properly functioning and not leaking water or otherwise creating water damage to the residence (including Mold growth); (v) periodic inspection of carpeting or similar types of floor covering in bathrooms that may be conducive to Mold growth; (vi) replacement of heating and air conditioning filters not less frequently than quarterly or as recommended by the manufacturer; and (vii) such other prudent steps as may be appropriate to prevent water leaks and water intrusion and to repair all leaks, sources of water intrusion, and water damage (including Mold growth) within the Lots and Common Area.

3.5 Trash Removal. Each Owner shall be responsible for the removal of all the trash and refuse from that Owner's Lot. Each Owner shall engage a trash removal service for the periodic removal of trash from the Owner's Lot unless the Board approves some other arrangement in writing. All trash or refuse shall be kept only in sanitary containers, which shall be kept in the areas within the garage or otherwise screened from view from any other Lot except on trash collection day if curbside service is provided. Trash containers shall be placed outside for curbside service no earlier than the evening before trash collection day and shall be retrieved no later than the evening of trash collection day. The Board may adopt Rules regulating the areas where containers may be stored and areas for curbside service.

3.6 Cooperation and Access. Each Owner and Occupant shall fully cooperate with the agents of the Association in the performance of the Association's maintenance obligations described in **Section 3.3** above. Such cooperation shall include, but is not limited to, immediate notification to the Board or its managing agent of any maintenance problems for which the Association is responsible and access to the Owner's or Occupant's Lot as may be necessary to inspect and, if appropriate, to perform any necessary maintenance.

3.7 Reimbursement and Indemnification. If the Association incurs any maintenance costs because of the willful or negligent act or omission of any Owner or Occupant or their Permittees, the Association shall charge the cost to the Owner of the Lot responsible for the costs and may levy a reimbursement assessment as described in **Section 5.5**. The Owner immediately shall pay the charge or reimbursement assessment to the Association, together with interest thereon at the rate of twelve percent (12%) per annum, but not in excess of the maximum rate authorized by Applicable Laws. If the Owner disputes the charge, the Owner shall be entitled to notice and a hearing as provided in **Section 4.6.4**. The Association shall not charge the Owner to the extent that the cost is met through insurance maintained by the Association, provided that any deductible amount and any costs in excess of such insurance coverage shall be paid by the Owner.

Furthermore, the Owner shall defend, indemnify and hold the Association harmless from any claim, demand, liability or cost, including attorneys' fees arising from such damage, except to the extent the demand, claim, cost or liability is covered by insurance maintained by the Association. The Owner shall pay the amount of any deductible and any amount in excess of insurance coverage.

Article 4 THE ASSOCIATION

4.1 Formation of the Association. The Association is a nonprofit mutual benefit corporation formed under the laws of the State of California. The Association shall commence operations no later than the date that assessments commence as described in **Section 5.7**. Pending the commencement of the Association's operations, Declarant shall perform the duties and shall have the rights of the Association as described herein.

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4.2 Governing Body. The governing body of the Association shall be the Board. It shall be the responsibility of the Board to ensure that the Association exercises its rights and performs its duties as described within the Governing Documents and any amendments thereto.

The Board shall adopt Rules in accordance with procedures required by Civil Code sections 4340 through 4370 regarding the elections to the Board and related matters that satisfy the requirements set forth in Article 4 (commencing with Civil Code section 5100) of Chapter 6 of the Davis-Stirling Act.

4.3 Membership. Each Owner shall automatically be a Member of the Association at the time voting rights vest as described in **Section 4.4**. If there is more than one (1) fee title Owner of a Lot, each Owner shall be a Member. The holder of a security interest in a Lot shall not be a Member of the Association except and until that holder obtains both the legal and equitable interest in the Lot. Membership shall be appurtenant to the Lot and may not be separated therefrom. Any transfer of an Owner's interest in a Lot (other than a security interest), by operation of law or otherwise, automatically transfers the membership to the Owner's successor in interest. No Owner may resign or revoke their membership for any reason.

4.4 Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting memberships:

4.4.1 Class A. Class A Members are all Owners except the Declarant (so long as Class B membership remains). . Class A Members shall be entitled to one (1) vote for each Lot in which they own an interest. If more than one (1) Owner owns an interest in a Lot, only one (1) vote may be cast with respect to that Lot.

4.4.2 Class B. The Class B Member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned by the Declarant. Class B membership shall irreversibly convert to Class A membership on the first to occur of the following:

- (i) the total outstanding votes held by the Class A Members equal the total outstanding votes held by the Class B Member; or
- (ii) the second anniversary of the first conveyance of a Lot in the Development.

Voting rights shall vest at the time that assessments are levied against the Owner's Lot.

Except as set forth below, all matters requiring the approval of the Members shall be approved if: (a) approved by a majority of the votes cast either in person or by proxy at a duly-held regular or special meeting at which a quorum was present; (b) approved by a majority of the written ballots cast in compliance with the requirements of Article 4 (commencing with Civil Code section 5100) of Chapter 6 of the Davis-Stirling Act and if not applicable, Corporations Code section 7513 or any successor statute thereto; or (c) approved by unanimous written consent of all the Members. Notwithstanding the foregoing, approval by the Members shall be subject to each of the following:

(1) Two Membership Classes. As long as two (2) classes of voting membership exist, any action by the Association requires approval by the Members. Except as otherwise provided herein, the votes cast by Members of both classes shall be counted for approval purposes.

(2) Single Membership Class/Declarant-Owned Lots. If one (1) class of voting membership exists and Declarant owns any Lots, any action by the Association that requires approval by the Members shall require approval by the Members including Declarant's vote(s) and approval by the Members excluding Declarant's votes.

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(3) Greater Than a Majority. If, under the terms of this Declaration, a particular action requires approval by more than a majority, the action shall be approved by the Members only if the required percentage of votes approves the action.

(4) Completion Bond Voting Requirements. Votes of the Declarant shall be excluded as provided in **Section 4.11** of this Declaration.

(5) Amendments. Member approval requirements for any amendments to this Declaration, the Articles or Bylaws shall comply with the amendment requirements set forth in the applicable document.

(6) Legal Requirements. If the voting requirements and/or procedures conflict with any applicable statutory requirements, the statutory requirements shall control.

4.5 Joint Ownership Votes. The vote that is attributed to each Lot may not be cast on a fractional basis. If the Lot has more than one (1) Owner and the Owners are unable to agree as to how the vote shall be cast, the vote shall be forfeited on the matter in question. Any vote cast by an Owner for any Lot is presumed conclusively to be the vote cast by all the Owners of that Lot. If more than one (1) Owner casts a vote attributed to a Lot on any matter on which only one (1) vote could be cast for that Lot, the votes cast by such Owners shall be counted as one (1) vote if the votes are the same; if the votes are different, the vote cast by such Owners shall not be counted and shall be forfeited.

4.6 Powers of the Association. The Association shall have all the powers of a nonprofit mutual benefit corporation organized under the general nonprofit mutual benefit corporation laws of California, subject only to such limitations on the exercise of these powers as are set forth in the Articles, Bylaws and this Declaration. The Association shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, each of the following:

4.6.1 Levying Assessments. The Board shall establish, fix and levy assessments against the Lots and collect and enforce payment of such assessments in accordance with the provisions of **Article 5** of this Declaration.

4.6.2 Adopting Rules. The Board may adopt, amend and repeal Rules as it considers appropriate. Rules shall apply generally to the management and operation of the Development and/or the conduct of the business and affairs of the Association and may regulate the use and enjoyment of the Common Area, the use of any commonly-metered utilities that are paid by the Association and such other matters as are authorized in this Declaration. The adoption, amendment or repeal of Rules shall satisfy the applicable requirements of Civil Code sections 4350, 4360 and 4365. If any provision of this Declaration, the Articles or the Bylaws is inconsistent with or materially alters any Rules, this Declaration, the Articles and the Bylaws shall control to the extent of any such inconsistencies. Members shall have the same access to the Rules as they have to the accounting books and records of the Association.

Any Rules adopted by the Board shall apply to all Owners or Occupants in a uniform and nondiscriminatory manner. The Board may adopt a Rule as the result of an act or omission of any Owner or Occupant or their family members or guests or a Rule that does not directly affect all Owners or Occupants in the same manner as long as the Rule applies to all Owners or Occupants.

4.6.3 Borrowing Money. The Board may borrow money to meet any anticipated or unanticipated cost of the Association and, subject to the provisions of **Section 4.13(v)**, may mortgage, encumber or pledge Association assets (including, but not limited to, assessments) as security for such borrowing.

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4.6.4 Imposing Disciplinary Action. In addition to any other enforcement rights described in the Governing Documents or as may be authorized by Applicable Laws and subject to the due process requirements imposed by the Governing Documents or by Applicable Law, the Board may take any of the following actions against any Person whose act or failure to act violates or threatens to violate any provisions of the Governing Documents: (a) impose monetary penalties, including late charges and interest; and (b) commence any legal or equitable action for damages, injunctive relief or both. Subject to the provisions of **Section 11.7**, the determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Board. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents; and, except as otherwise provided herein, the prevailing party in such action shall be entitled to recover costs and reasonable attorneys' fees. The Board, in its sole discretion, may resolve or settle any dispute, including any legal action in which the Association is a party, under such terms and conditions as it considers appropriate.

(i) If the Board adopts a policy imposing monetary penalties, including any fee on any Member for a violation of the Governing Documents, including any monetary penalty relating to the activity of a Member or Member's Permittee or the Member's Occupant or their Permittee, the Board shall adopt and distribute to each Member, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed. The Board may change the schedule from time to time and shall distribute a notice of such changes to the Members in the same manner as the schedule of penalties.

(ii) The imposition of any disciplinary action, including, but not limited to, the imposition of monetary penalties or the suspension of use and/or voting privileges except as otherwise noted herein, shall be subject to the following procedures and requirements:

(a) Notice of Hearing. Prior to the time the Board meets to consider or impose discipline upon a Member, the Board shall notify the Member, by either personal delivery or first-class mail, at least fifteen (15) days prior to the meeting. The notice shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation for which the Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.

(b) Hearing. The Board shall conduct the disciplinary proceeding in executive session. The Member, the Member's legal counsel, and the Association's legal counsel shall be entitled to attend the executive session meeting. The Board may interview witnesses and other interested parties in executive session.

(c) Notice of Action Taken. If the Board elects to impose discipline on the Member, the Board shall notify the Member of the disciplinary action within ten (10) days following the election to impose the disciplinary action.

(d) No Forfeiture. Under no circumstances may the Association cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of the Owner's Lot on account of the failure of the Owner to comply with the provisions of the Governing Documents, except by judgment of a court or decision of an arbitrator or on account of a foreclosure or sale under power of sale for failure of the Owner to pay assessments duly levied by the Association.

(e) Assessment Charges. The provisions of this **Section 4.6.4** do not apply to charges imposed against a Member for reasonable late payment penalties or charges to reimburse the Association for loss of interest and for costs reasonably incurred (including attorneys' fees) in collecting delinquent assessments.

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4.6.5 Delegating Duties. Except as may be limited by the Bylaws, the Board may delegate any of the Association's powers and duties to its employees, committees or agents, including a professional management agent.

4.6.6 Implementing Special Fees. The Board may implement special fees to reimburse the Association for special costs incurred as a result of actions taken by Owners. Fees not paid in a timely manner may be collected through a reimbursement assessment levied against the Owner's Lot.

4.6.7 Dispute Resolution Procedures. The Board shall implement dispute resolution procedures that comply with the requirements of Civil Code sections 5900 through 5920 for disputes between the Association and a Member involving the rights, duties or liabilities under the Governing Documents, the Davis-Stirling Act or the Nonprofit Mutual Benefit Corporation Law (Corporations Code sections 7110-8910).

4.7 Duties of the Association. In addition to the duties described in the Governing Documents, the Association shall have the duty to manage the Common Area, exercise the rights and perform the duties under the Stormwater Agreement described in **Section 1.28**, perform the maintenance as described in **Section 3.3**, prepare, periodically update, and comply with the maintenance and inspection guidelines described in **Section 3.4**, prepare and distribute financial statements, reports and the other documents and notices described in **Section 4.10**, enforce bonded obligations as described in **Section 4.11**, levy and collect assessments as described in **Article 5**, prepare when required the reserve studies described in **Section 5.3** and annually review and implement adjustments as required, and procure, maintain and review the insurance as described in **Article 7**. The Association shall perform such other acts as may be reasonably necessary to exercise its powers to perform its duties under any of the provisions of the Governing Documents or Board resolutions.

4.8 Taxes and Assessments. The Association shall pay all real and personal property taxes and assessments and all other taxes levied against the Association, the Common Area or the personal property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

4.9 Utility Service to the Common Area. The Association shall acquire, provide and pay for water, electrical, sewer and other necessary utility services for the Common Area and any utility service provided to the Lots but charged to the Association.

4.10 Reporting and Notice Requirements. The Association shall prepare and distribute the documents described in this **Section 4.10**. The annual budget report required under **Section 4.10.1** and the annual policy statement required under **Section 4.10.4** shall be delivered to each Member by individual delivery pursuant to Civil Code section 4040. The Association shall deliver either the full report or a summary. If the Member has requested to receive all reports in full, the Association shall deliver the full reports to that Member. If a summary is delivered, the summary shall include a general description of the content of the report. Instructions on how to request a complete copy of the report at no cost to the Member shall be printed in at least 10-point boldface type on the first page of the summary.

4.10.1 Annual Budget Report. An annual budget report for each fiscal year shall be distributed not less than thirty (30) days nor more than ninety (90) days before the beginning of the Association's fiscal year containing the following information:

(i) A pro forma operating budget showing the estimated revenue and expenses on an accrual basis.

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(ii) A summary of the Association's reserves prepared in accordance with the requirements in Civil Code section 5565.

(iii) A summary of the reserve funding plan adopted by the Board, as specified in Civil Code section 5550(b)(5). The summary shall include notice to Members that the full reserve study plan is available upon request and the Association shall provide the full reserve plan to any Member upon request.

(iv) A statement as to whether the Board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of thirty (30) years or less, including a justification for the deferral or decision not to undertake the repairs or replacement;

(v) A statement as to whether the Board, consistent with the reserve funding plan adopted pursuant to Civil Code section 5560, has determined or anticipates that the levy of one (1) or more special assessments will be required to repair, replace or restore any major component or to provide adequate reserves therefor; and if so, the statement shall also set out the estimated amount, commencement date and duration of the assessment;

(vi) A statement as to the mechanism or mechanisms by which the Board will fund reserves to repair or replace major components, including assessments, borrowing, use of other assets, deferral of selected replacement or repair, or alternative mechanisms; and

(vii) A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement or additions to the major components. The statement shall include, but need not be limited to, reserve calculations made using the formula described in Civil Code section 5570(b)(4) and may not assume a rate of return on cash reserves in excess of 2 percent above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made.

(viii) A statement as to whether the Association has any outstanding loans with an original term of more than one (1) year, including the payee, interest rate, amount outstanding, annual payment and when the loan is scheduled to be retired.

(ix) A summary of the Association's property, general liability, earthquake, flood and fidelity insurance policies. The summary shall include: (i) the name of the insurer; (ii) the type of insurance; (iii) the policy limits of the insurance; and (iv) the amount of deductibles, if any. To the extent that the information required to be disclosed is specified in the insurance policy declaration page, the Association may meet its disclosure obligations by making copies of that page and distributing copies to all its Members.

The summary shall contain, in at least 10-point boldface type, the following statement:

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

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The Association, as soon as reasonably practicable, shall notify its Members by first-class mail if any of the policies have lapsed, been cancelled and not immediately renewed or restored or if there is a significant change such as a reduction in coverage or limits or an increase in the deductible for any policy. If the Association receives any notice of non-renewal of a policy, the Association immediately shall notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

4.10.2 Assessment and Reserve Funding Disclosure Summary. The Assessment and Reserve Funding Disclosure Summary form prepared under Civil Code section 5570 shall be distributed with each annual budget report or summary.

4.10.3 Financial Statement Review. A review of the financial statement of the Association shall be prepared in accordance with Generally Accepted Accounting Principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds \$75,000. A copy of the review of the financial statement shall be distributed within one hundred twenty (120) days after the close of each fiscal year by individual delivery pursuant to Civil Code section 4040.

4.10.4 Annual Policy Statement. The Board shall distribute an annual policy statement that provides the Member with information about Association policies, which shall include the following information:

(i) The name and address of the person designated to receive official notices sent to the Association, pursuant to Civil Code section 4035.

(ii) A statement explaining that a Member may submit a request to have notices sent to up to two (2) different specified addresses, pursuant to Civil Code section 4040(b).

(iii) The location, if any, designated for posting of a general notice, pursuant to Civil Code section 4045(a)(3).

(iv) Notice of a Member's option to receive general notices by individual delivery, pursuant to Civil Code section 4045(b).

(v) Notice of a Member's right to receive copies of meeting minutes, pursuant to Civil Code section 4950(b).

(vi) The statement of assessment collection policies required by Civil Code section 5730.

(vii) A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments.

(viii) A statement describing the Association's discipline policy, if any, including any schedule of penalties for violations of the Governing Documents pursuant to Civil Code section 5850.

(ix) A summary of dispute resolution procedures, pursuant to Civil Code sections 5920 and 5965. The summary required by Civil Code section 5965 shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

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(x) A summary of any requirements for Association approval of a physical change to property, pursuant to Civil Code section 4765.

(xi) The mailing address for overnight payment of assessments, pursuant to Civil Code section 5655.

(xii) The annual policy statement shall include the notice required by Civil Code section 5730(a) in at least 12-point type.

(xiii) Any other information that is required by law or the Governing Documents or that the Board determines to be appropriate for inclusion.

4.10.5 Transfer Documents. Copies of the transfer documents described in Civil Code section 4525 shall be provided to any Owner or any other recipient requested by Owner within ten (10) days of the mailing or delivery of a written request. The transfer documents shall be provided and reasonable fees charged in accordance with the procedures, requirements and restrictions set forth in Civil Code section 4530.

4.11 Enforcement of Bonded Obligations. If the Association is the obligee under a bond or other arrangement ("Bond") to secure performance of the commitment of the Declarant or a successor or assign to complete the Common Area Improvements not completed at the time the DRE issued a final subdivision report, the Board will consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any Improvement for which a notice of completion has not been filed by the later of: (i) sixty (60) days after the completion date specified for that Improvement in the "planned construction statement" appended to the Bond; or (ii) thirty (30) days after the expiration of any written extension given by the Association. If the Board fails to consider and vote on the action to enforce the obligations under the Bond, or if the Board decides not to initiate action to enforce the obligations under the Bond, then on receipt of a petition signed by Members representing not less than five percent (5%) of the total voting power of the Association, the Board shall call a special meeting of Members for the purpose of voting to override the decision of the Board not to initiate action or to compel the Board to take action to enforce the obligations under the Bond. The Board shall give written notice of the meeting to all Members entitled to vote in the manner provided in this Declaration or in the Bylaws for notices of special meetings of Members. The meeting shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt of the petition. At the meeting, the vote in person or by proxy by a majority of the Members entitled to vote (other than Declarant) in favor of taking action to enforce the obligations under the Bond shall be considered the decision of the Association; and the Board shall implement this decision by initiating and pursuing appropriate action in the name of the Association.

Upon satisfaction of the Declarant's obligation to complete the Common Area Improvements, the Board shall acknowledge in writing that it approves the release of the Bond and shall execute any other documents or instruments as may be necessary or advisable to effect the release of the Bond. The Board shall not condition its approval to release the Bond on the satisfaction of any condition other than the completion of the Common Area Improvements as described in the "planned construction statement". Any dispute between the Declarant and the Association regarding the release of the Bond shall be resolved in accordance with the Bond escrow instructions.

4.12 Limitations on Authority of the Board. The Association is prohibited from taking any of the following actions:

(i) except as otherwise provided in law, or order of the court, or an order pursuant to a final and binding arbitration decision, the Association shall not deny an Owner or Occupant physical access to their Lot, either by restricting access through the Common Area to the Owner's Lot or by restricting access solely to the Owner's Lot;

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(ii) the Association may not voluntarily assign or pledge the Association's right to collect payments or assessments or to enforce or foreclose a lien to a third party except when the assignment or pledge is made to a financial institution or lender chartered or licensed under Applicable Laws when acting within the scope of that charter or license as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of the Association to assign any unpaid obligations of a former Member to a third party for purposes of collection;

(iii) adopt a Rule or regulation that arbitrarily or unreasonably restricts an Owner's ability to market the Owner's Lot; or

(iv) establish an exclusive relationship with a real estate broker through which the sale or marketing of Lots is required to occur. This restriction does not apply to the sale or marketing of Common Area owned by the Association.

4.13 Additional Limitations on Authority of the Board. The Board shall not take any of the following actions except with the consent, by vote at a meeting of the Association or by written ballot without a meeting pursuant to Corporations Code section 7513 or any successive statute thereto, of a simple majority of the Members other than Declarant constituting a quorum of more than fifty percent (50%) of the voting power of the Association residing in Members other than the Declarant:

(i) incur aggregate expenditures for capital Improvements to the Common Area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(ii) sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(iii) pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business, provided that the Board may reimburse a member or officer for expenses incurred in carrying on the business of the Association;

(iv) enter into a contract with a third Person to furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

(a) a management contract, the terms of which have been approved by the Federal Housing Administration or the federal Department of Veterans Affairs;

(b) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission, provided the term does not exceed the shortest term for which the supplier will contract at the regulated rate;

(c) prepaid casualty or liability insurance policies not to exceed three (3) years' duration, provided the policy permits for short rate cancellation by the insured;

(d) lease agreements for laundry room fixtures and equipment not to exceed five (5) years' duration, provided the Declarant does not have a direct or indirect ownership interest of ten percent (10%) or more in any lessor under such agreements;

(e) agreements for cable television services and equipment or satellite dish television services and equipment not exceeding five (5) years in duration, provided the supplier is not an entity in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more;

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(f) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services not exceeding five (5) years' duration, provided that the supplier or suppliers are not entities in which the Declarant has a direct or indirect ownership interest of ten percent (10%) or more; and

(g) a contract for a term not to exceed three (3) years that is terminable by the Association after no longer than one (1) year without cause, penalty or other obligation upon ninety (90) days written notice of termination to the other party; or

(v) borrow money secured by any Association assets as authorized under **Section 4.6.3.**

4.14 Notice of Significant Legal Proceedings. Notwithstanding anything herein to the contrary, not later than thirty (30) days prior to the filing of any civil action against the Declarant or other developer for alleged damage to the Common Area, alleged damage to the separate interests that the Association is obligated to maintain, or alleged damage to the separate interests that arises out of, or is integrally related to, damage to the Common Area or separate interests that the Association is obligated to maintain, the Board shall provide written notice to each Member of the Association. The notice shall specify the date and location of the meeting and both of the following:

(i) that a meeting will take place to discuss problems that may lead to the filing of a civil action; and

(ii) the options, including civil actions, that are available to address the problems.

If the Board in good faith determines that there is insufficient time to provide prior notice to the Members as required herein prior to the expiration of any applicable statute of limitations, the Board may take the necessary steps to commence the proceeding to preserve the rights of the Association, provided that as soon as is reasonably practicable thereafter, and not later than thirty (30) days following the commencement of the proceeding, the Board shall provide the Members with notice as required herein.

4.15 Civil Code Sections 896 and 897 Claims. The sole and exclusive authority to initiate claims on behalf of the Association in connection with Improvements or landscaping maintained by the Association for violations of the functionality standards set forth in Civil Code sections 896 and 897 shall rest with the Board members elected solely by Class A Members described in **Section 4.4.1** of this Declaration (the "Non-Declarant Directors"). Any Non-Declarant Director may at any time request a meeting for the purpose of discussing, inspecting, investigating and/or initiating any claims under Civil Code sections 896 or 897. Notice of the meeting shall be sent in the same manner as notice for special meetings of the Board. Any member of the Board appointed by Declarant or elected by votes cast by Declarant shall be entitled to attend the meeting but shall not be entitled to vote. The meeting shall be open for all Members of the Association unless the Non-Declarant Directors adjourn to an executive session as authorized by the Bylaws. The decision of a majority of the Non-Declarant Directors shall control.

Not later than thirty (30) days prior to the filing of any civil action by the Association against the Declarant or "builder" of a common interest development for alleged damage to the Common Area, alleged damage to the separate interests that the Association is obligated to maintain, or alleged damage to the separate interests that arise out of, or in integrally related to, damage to the Common Area or separate interests that the Association is obligated to maintain, the Board shall provide a written notice to each Member of the Association who appears on the records of the Association when the notice is provided. This notice shall specify all the following: (1) that a meeting will take place to discuss problems that may lead to the filing of a civil action; (2) the options, including civil actions, that are available to address the problems; and (3) the time and place of this meeting. Notwithstanding aforementioned provisions, if the Association has reason to believe that the applicable statute of limitations will expire

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before the Association files the civil action, the Association may give the notice, as described above, within thirty (30) days after the filing of the action. The provisions of this **Section 4.15** are effective automatically on the date the first Non-Declarant Director is elected to the Board.

4.16 Access to Association Records. The Association shall provide Members with access to the Association records in accordance with the procedures and requirements in Article 5 (commencing with Civil Code section 5200) of Chapter 6 of the Davis-Stirling Act.

Article 5 ASSESSMENTS

5.1 Obligations to Pay Assessments. The Owner of each Lot is obligated to pay any assessments levied against that Owner's Lot on or before the due date of the assessment. If there is more than one (1) Owner of the Lot, the obligation is joint and several. Each Owner on acceptance of a deed to a Lot automatically personally assumes the obligation to pay any assessments against the Owner's Lot (including, but not limited to, any portion of the annual regular assessment not yet due and payable) and agrees to allow the Association to enforce any assessment lien established hereunder by nonjudicial proceedings under the power of sale or by any other means authorized by Applicable Laws. The Owner shall be liable for the full assessment levied against that Owner's Lot regardless of the Owner's possession or use of the Lot, the Common Area or any services rendered by the Association. The Owner has no right or power to commit or omit any act, such as waiving the right to use the Common Area Improvements, in an attempt to eliminate or reduce the assessments against that Owner's Lot. An assessment shall be both a personal obligation of the Owners of the Lot against which the assessment is levied and, on the recordation of a notice of delinquent assessment, a lien against the Lot. Any Owner who transfers a Lot shall remain personally liable for any unpaid assessments that accrued on or before the date of the transfer. No Owner shall be liable for any defaults of the Owner's predecessor in interest in the payment of any assessment that has accrued prior to the Owner taking title to the Lot unless that Owner expressly assumes the obligation to cure the delinquent assessments. Notwithstanding the foregoing, any Owner who takes title to a Lot on which a lien for a delinquent assessment has been established will take title subject to the lien and the Association's enforcement remedies as a result thereof unless the Owner takes title under a foreclosure or trustee sale resulting from a foreclosure or exercise of a power of sale under a Mortgage, deed of trust, or other lien recorded before the recordation of the notice of delinquent assessment and except as provided in **Section 9.3**.

Declarant's obligation to pay regular assessments for Lots owned by Declarant may be reduced or abated pursuant to a maintenance or subsidy agreement between Declarant and the Association and reviewed by the DRE.

5.2 Annual Regular Assessment. Prior to the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the annual regular assessment for the forthcoming fiscal year. At such meeting, the Board shall review the preliminary pro forma operating budget prepared for the forthcoming fiscal year, any written comments received from Members and Mortgagees, and such other related information that has been made available to the Board. After making any adjustments that the Board considers appropriate and subject to such Member approval as may be required by **Section 5.6**, the Board will establish an annual regular assessment for the forthcoming fiscal year. Each annual regular assessment may include a portion for reserves as described in **Section 5.3**.

If the Board for any reason fails to take the appropriate steps to establish the annual regular assessment for the next fiscal year, the annual regular assessment for the preceding fiscal year shall continue in effect subject to the Board's right at any time during the next fiscal year to adjust the assessment pursuant to the procedures described herein.

5.3 Reserves, Reserve Accounts and Reserve Study. Each annual regular assessment shall include a portion for reserves in such amount as the Board in its discretion considers appropriate to meet

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the cost of the future repair, replacement or additions to the major components as described in **Section 4.10.1** that the Association is obligated to maintain. For all purposes in this Declaration and in the Bylaws, reserve accounts shall mean: (a) the funds that the Board has identified for the foregoing purposes ("Regular Reserve Funds") and (b) the funds received and not yet expended or disposed from either a compensatory damage award or settlement to the Association from any Person for injuries to property, real or personal arising from any construction or design defects (the "Construction Reserve Funds"). Construction Reserve Funds shall be separately itemized from funds designated as Regular Reserve Funds.

Reserve funds shall be deposited in a separate account; and the signatures of at least two (2) persons, who shall either be members of the Board or one (1) officer who is not a member of the Board and a member of the Board, shall be required to withdraw monies from the reserve account. Reserve funds may not be expended for any purpose other than the maintenance of, or litigation involving the maintenance of, major components that the Association is obligated to maintain.

Notwithstanding the foregoing, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash-flow requirements or other expenses in accordance with the requirements of Civil Code section 5515.

If the Board elects to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall provide a general notice pursuant to Civil Code section 4045 of that decision and of the availability of an accounting of these expenses. The Board shall distribute a written accounting of this expense to the Members on at least a quarterly basis, with the first accounting to be delivered no later than the 30th day following the Board's decision to use reserve funds for litigation, either directly or through a transfer to operating funds. In any proposed litigation in which the amount in controversy is expected to exceed \$25,000, the first accounting shall include a description of expenses paid to date, a description of the principal terms and conditions of any contract with any Person providing services in connection with the litigation, including attorneys and expert witnesses, a good faith estimate of the total legal fees, expert fees and other litigation costs that may be incurred, and a sample disclosure that Members should provide prospective purchasers, lenders and other parties that have obtained or may obtain an interest in the Owner's Lot regarding the litigation. In each subsequent accounting, the information required in the first accounting shall be appropriately updated.

At least once every three (3) years, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the Association is obligated to restore or maintain as a part of a study of the reserve account requirements of the Development if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the Association, excluding the Association's reserve account for that period. **The Board shall review this study annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.**

The study, at a minimum, shall include:

- (i) identification of the major components that the Association is obligated to repair, replace, restore, or maintain that, as of the date of the study, have a remaining useful life of less than thirty (30) years;
- (ii) identification of the probable remaining useful life of the major components identified in subparagraph (i) as of the date of the study;
- (iii) an estimate of the cost of repair, replacement, restoration, or maintenance of the major components identified in subparagraph (i) during and at the end of its useful life;

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(iv) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the major components during and at the end of its useful life after subtracting total reserve funds as of the date of the study; and

(v) a reserve funding plan that indicates how the Association plans to fund the contribution identified in paragraph (iv) to meet the Association's obligations for the repair and replacement of all major components with an expected remaining life of thirty (30) years or less, not including those components that the Board has determined will not be replaced or repaired. The plan shall include a schedule of the date and amount of any change in regular or special assessments that would be needed to sufficiently fund the reserve funding plan. The plans shall be adopted by the Board at an open meeting before the membership of the Association as described in Article 2 (commencing with Civil Code section 4900) of Chapter 6 of the Davis-Stirling Act. If the Board determines that an assessment increase is necessary to fund the reserve funding plan, any increase shall be approved in a separate action of the Board that is consistent with the procedure described in Civil Code section 5605.

As used herein, "reserve accounts" has the meaning set forth in Civil Code section 4177 or any successor statute thereto.

5.4 Special Assessments. Subject to the restrictions described in **Section 5.6**, the Board may levy a special assessment if the Board in its discretion determines that the Association's available funds are or will become inadequate to meet the estimated expenses of the Association, including, but not limited to, expenses resulting from inadequate reserves, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital Improvements, inadequate insurance proceeds, or other unanticipated expenses. The Board may levy the entire special assessment immediately or levy it in installments over a period the Board considers appropriate.

5.5 Reimbursement Assessments. The Board shall have the authority to levy reimbursement assessments against one (1) or more Lot Owners to reimburse the Association for any costs incurred or to be incurred by the Association as the result of any act or omission of any Owner or Occupant of any Lot or their Permittees or pets. The levy shall not include any portion that is paid or will be paid by any insurer under a policy maintained by the Association. Payment of the deductible amount shall be the responsibility of the Owner and is subject to a reimbursement assessment. If the reimbursement assessment is levied and paid before all or any portion of the costs have been incurred by the Association and the amount paid exceeds the costs incurred, the Association promptly shall refund the excess to the Owner. If the costs exceed the amount, the Owner shall reimburse the Association within thirty (30) days thereafter. If payment is not made when due, the payment shall be considered a delinquent assessment and the Association may enforce the delinquent assessment as described in **Section 5.10**, subject to the non-judicial foreclosure restrictions described in this **Section 5.5**.

In addition to reimbursing the Association for costs necessary to repair any Common Area or other property that is maintained by the Association, the Association may seek reimbursement for any costs incurred by the Association, including attorneys' fees, to bring the Owner or Occupant or the Owner's Lot into compliance with the Governing Documents. A reimbursement assessment may not be levied against any Lot until notice and hearing have been provided the Owner as described in **Section 4.6.4**; and under no circumstances may a reimbursement assessment (or a monetary penalty imposed by the Association as a disciplinary measure for violation of the Governing Documents) become a lien against the Owner's Lot that is enforceable by nonjudicial foreclosure proceedings under a power of sale. The foregoing restriction on enforcement is not applicable to late payment penalties or interest for delinquent assessments or charges imposed to reimburse the Association for loss of interest or for collection costs, including reasonable attorneys' fees, for delinquent assessments.

5.6 Assessment Increase Restrictions. The Association shall provide notice by personal delivery or by first-class mail to the Owners of any increase in the regular or special assessments not less than thirty (30) days nor more than sixty (60) days prior to the due date of the increased assessment.

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The Board may not (a) impose an annual regular assessment for any fiscal year more than twenty percent (20%) above the annual regular assessment for the Association's preceding fiscal year or (b) impose special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of a majority of a quorum of Members, pursuant to Civil Code section 4070, at a meeting or election. For purposes of this **Section 5.6**, a "quorum" means more than fifty percent (50%) of the Members. The foregoing restrictions on assessment increases do not apply to increases necessary for emergency situations. An emergency situation is any one (1) of the following:

- (i) an extraordinary expense required by an order of court;
- (ii) an extraordinary expense necessary to maintain the Development or any part of it that the Association is responsible to maintain where a threat to personal safety within the Development is discovered; and/or
- (iii) an extraordinary expense necessary to maintain the Development or any part of it that the Association is responsible to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the annual budget report required under Civil Code section 5300, provided that before the imposition or collection of any assessment under this subdivision the Board must pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process and shall distribute the resolution to the Members with the notice of the assessment.

If the Board fails to distribute the annual budget report containing items (i), (ii), (iv), (v), (vi), (vii) and (viii) required by **Section 4.10.1** for any fiscal year, the Association may not increase its annual regular assessment for that fiscal year, unless the Board has obtained the approval of a majority of a quorum of Members, pursuant to Civil Code section 4070, at a Member meeting or election. For the foregoing purposes, a quorum means more than fifty percent (50%) of the Owners of the Association.

5.7 Commencement of Regular Assessments. Annual regular assessments shall commence for all Lots on the first day of the month coinciding with or immediately following the date of the first transfer of title of a Lot by the Declarant to a purchaser under the authority of a final subdivision public report issued by the DRE or an earlier date at the discretion of the Declarant. No Lot shall be subject to any special assessments until regular assessments have commenced against that Lot.

5.8 Due Dates of Assessments. Unless otherwise directed by the Board or unless accelerated as described herein, the annual regular assessment shall be collected in twelve (12) equal monthly installments and each installment shall be due and payable on the first day of each month. If any monthly installment is delinquent, the Board, at its election, may accelerate the remaining installment payments so that the entire remaining balance of the annual regular assessment is immediately due and payable. Special assessments shall be due on such date or dates as selected by the Board. Reimbursement assessments shall be due and payable ten (10) days after the Owner receives the notice of the reimbursement assessment. The notice shall be deemed received on the date described in **Section 11.13**.

Any annual regular assessment installment (including any accelerated installments), special assessment, or reimbursement assessment not paid within fifteen (15) days after the due date shall be delinquent, shall bear interest at the rate of twelve percent (12%) per annum from thirty (30) days after the due date until paid, and shall incur a late penalty in an amount to be set by the Board from time to time, not to exceed the maximum amount permitted by Applicable Laws

5.9 Allocation of Regular and Special Assessments. Regular and special assessments levied by the Board shall be allocated in equal amounts among the Residential Lots.

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5.10 Enforcement of Delinquent Assessments. The Association may elect to pursue one (1) or more of the following remedies in the event of a delinquent assessment:

5.10.1 Personal Obligation. The Association may bring a legal action directly against the Owner for breach of the Owner's personal obligation to pay the assessment and in such action shall be entitled to recover the delinquent assessment or assessments, accompanying late charges, interest, costs and reasonable attorneys' fees. Commencement of a legal action shall not constitute a waiver of any lien rights as described in **Section 5.10.2**.

5.10.2 Assessment Lien. Except as otherwise provided in **Section 5.5**, the Association may impose a lien against the Owner's Lot for the amount of the delinquent assessment(s), plus any costs of collection (including attorneys' fees), late charges and interest by taking the following steps:

(i) At least thirty (30) days prior to recording a lien upon the Owner's Lot, the Association shall deliver to the Owner by certified mail a written notice containing the following (the "Delinquency Notice"):

(a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the Owner has the right to inspect the Association records (which records are described in section 8333 of the Corporations Code) pursuant to Civil Code section 5205, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION".

(b) An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorneys' fees, any late charges, and interest, if any.

(c) A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association.

(d) The right to request a meeting with the Board as provided by **Section 5.10.2(v)**.

(e) The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program required in Article 2 (commencing at Civil Code section 5900) of Chapter 10 of the Davis-Stirling Act.

(f) The right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing at Civil Code section 5925) of Chapter 10 of the Davis-Stirling Act before the Association may initiate foreclosure against the Owner's Lot, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

(ii) Any payments made by the Lot Owner toward the delinquent assessment shall first be applied to the assessments owed; and only after the assessments owed are paid in full shall the payments be applied to the fees and the costs of collection, attorneys' fees, late charges or interest. When an Owner makes a payment, the Owner may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the Person who received it. The Association shall provide a mailing address for overnight payment of assessments.

(iii) Prior to recording a lien for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the

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Association's "meet and confer" program required in Article 2 (commencing at Civil Code section 5900) of Chapter 10 of the Davis-Stirling Act.

Prior to initiating a foreclosure for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, shall participate in dispute resolution pursuant to the Association's "meet and confer" program required in Article 2 (commencing at Civil Code section 5900) of Chapter 10 of the Davis-Stirling Act or alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing at Civil Code section 5925) of Chapter 10 of the Davis-Stirling Act. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

(iv) The decision to record a lien for delinquent assessments shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an open meeting. The Board shall record the vote in the minutes of that meeting.

(v) An Owner may submit a written request to meet with the Board to discuss a payment plan for the delinquent assessment. The Association shall provide the Owners the standards for payment plans if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request if the request is mailed within fifteen (15) days of the date of the postmark of the Delinquency Notice unless there is no regularly-scheduled Board meeting within that period, in which case the Board may designate a committee of one (1) or more Members to meet with the Owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an Association's ability to record a lien on the Owner's Lot to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

(vi) The amount of the assessment, plus any costs of collection, late charges, and interest assessed in accordance with **Section 5.8**, shall be a lien on the Owner's Lot from and after the time the Association causes to be recorded with the county recorder of the county in which the Lot is located a notice of delinquent assessment, which shall state the amount of the assessment and other sums imposed in accordance with Civil Code section 5650(b), a legal description of the Owner's interest in the Development against which the assessment and other sums are levied, and the name of the record owner of the Owner's interest in the Development against which the lien is imposed. The itemized statement of the charges owed by the Owner described in **Section 5.10.2(i)(b)** shall be recorded together with a notice of delinquent assessment. In order for the lien to be enforced by nonjudicial foreclosure as provided in Civil Code sections 5700 to 5710, inclusive, the notice of delinquent assessment shall state the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice of delinquent assessment shall be signed by any officer of the Association or by the Person designated by the Association for that purpose. A copy of the recorded notice of delinquent assessment shall be mailed by certified mail to every person whose name is shown as an Owner in the Association's records, and the notice shall be mailed no later than ten (10) calendar days after recordation. Within twenty-one (21) days of the payment of the sums specified in the notice of delinquent assessment, the Association shall record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the Lot Owner a copy of the lien release or notice that the delinquent assessment has been satisfied.

A monetary charge imposed by the Association: (i) as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Area Improvements or landscaping for which the Member or the Member's Occupants or Permittees were responsible; or (ii) as a disciplinary measure for failure of a Member to comply with the Governing Documents, except for the late payments,

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may not be characterized nor treated as an assessment that may become a lien against the Member's Lot enforceable by the sale of the interest under Civil Code sections 2924, 2924b and 2924c.

(vii) A lien created pursuant to **Section 5.10.2(vi)** shall be prior to all other liens recorded subsequent to the notice of assessment, except as described in **Article 9**.

(viii) Subject to the limitations of this **Section 5.10**, after the expiration of thirty (30) days following the recording of a lien created pursuant to **Section 5.10.2(vi)**, the lien may be enforced in accordance with the procedures and requirements set forth in Article 3 (commencing with Civil Code section 5700) of Chapter 8 of the Davis-Stirling Act, including the applicable restrictions against judicial or nonjudicial foreclosure actions for delinquent regular or special assessments in an amount less than \$1,800 described in Civil Code section 5720(b).

(ix) Within twenty-one (21) days of the payment of the sums specified in the notice of delinquent assessment, the Association shall record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the Owner a copy of the lien release or notice that the delinquent assessment has been satisfied.

(x) If it is determined that a lien previously recorded against a Lot was recorded in error, the party who recorded the lien, within twenty-one (21) calendar days, shall record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the Lot Owner with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission.

(xi) If the Association fails to comply with the procedures set forth in this **Section 5.10.2**, prior to recording a lien, the Association shall recommence the required notice process. Any costs associated with recommencing the notice process shall be borne by the Association and not by the Lot Owner.

(xii) If it is determined that the Association has recorded a lien for a delinquent assessment in error, the Association shall promptly reverse all late charges, fees, interest, attorneys' fees, costs of collection, costs imposed for the notice required under **Section 5.10.2(i)** and pay all costs related to the dispute resolution or alternative dispute resolution.

5.10.3 Small Claims Court Resolution. If a dispute exists between an Owner and the Association regarding any disputed charge or sum levied by the Association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and the amount in dispute does not exceed the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure, the Owner, in addition to pursuing dispute resolution under Article 3 of Chapter 10 of the Davis-Stirling Act commencing with Civil Code section 5925, may pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorneys' fees, late charges, and interest, if any, pursuant to Civil Code section 5650(b), and commence an action in small claims court for resolution of the dispute. Nothing in this **Section 5.10.3** shall impede the Association's ability to collect delinquent assessments as provided in **Section 5.10.2**.

The provisions of this Section 5.10 are intended to comply with the requirements of the Davis-Stirling Act. If these sections are amended, restated or rescinded in any manner, the provisions of this Section 5.10 automatically shall be amended, restated or rescinded in the same manner. The Board is advised to confirm the current statutory requirements prior to commencing any delinquent assessment enforcement action.

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5.11 Estoppel Certificate. Within ten (10) days of the mailing or delivery of a written request by any Owner, the Board shall provide the Owner with a written statement containing the following information: (i) whether to the knowledge of the Association, the Owner or Occupant of the Owner's Lot is in violation of any of the provisions of the Governing Documents; (ii) the amount of regular and special assessments, including installment payments, paid by the Owner during the fiscal year in which the request is received; and (iii) the amount of any assessments levied against the Owner's Lot that are unpaid as of the date of the statement, including any late charges, interest or costs of collection, and that, as of the date of the statement, are or may be made a lien against the Owner's Lot as provided by this Declaration. The Association may charge a fee to provide this information provided the fee shall not exceed the Association's reasonable cost to prepare and reproduce the requested items.

5.12 Restrictions on Association Funds. Pursuant to the requirements of Civil Code section 5135, no Member funds shall be used for campaign purposes in connection with any election of members to the Board or for company purposes in connection with any other Association election, except to the extent necessary to comply with duties of the Association imposed by Applicable Laws.

Article 6 ARCHITECTURAL REVIEW

6.1 Architectural Committee. An Architectural Committee may be established by the Declarant or by the Board. The Committee shall consist of three (3) members. Declarant may appoint all of the original members of the Committee and all replacements until the first anniversary of the issuance of the original final subdivision public report for the Development. Declarant's appointees need not be Members of the Association. Declarant shall have the right to appoint a majority of the members of the Committee until ninety percent (90%) of all the Lots in the Development have been sold or until the fifth anniversary of the issuance of the final public report for the Development, whichever occurs first. On the first anniversary date of the issuance of the original public report for the Development, the Board shall have the power to appoint one (1) member to the Committee until ninety percent (90%) of the Lots of the Development have been sold or until the fifth anniversary date of the issuance of the final public report for the Development, whichever first occurs. Thereafter, the Board shall have the power to appoint all of the members of the Committee. The Board appointees shall be Members of the Association and shall serve at the will of the Board. The term of the members shall be as designated by the Declarant or by the Board. If a member is removed from the Committee for any reason, the person appointing the member immediately shall appoint a replacement for the balance of the removed member's term. Until a replacement is named, the remaining members of the Committee shall have full authority to act on behalf of the Committee. No member of the Committee shall be entitled to any compensation for serving as a member, provided that member shall be entitled to be reimbursed by the Committee for any expenses incurred by the member in performing its duties, provided the member received prior authorization for the incurrence of the expense. All actions of the Committee shall be governed by a majority vote of the members. The Committee shall meet at such times and places as it shall designate. Meetings of the Committee shall be open to all Members of the Association. The Committee may adopt guidelines regarding the type, location, quality, size, height and other matters relating to any Improvements or landscaping to be constructed or installed on the Lots and may establish a procedure for reviewing all plans and specifications submitted to it for prior approval and shall be responsible for periodic review and modification of the guidelines. Factors that shall be considered in approving proposed plans and specifications shall include without limitation: (i) conformity and harmony of external design with other Lots in the Development; (ii) effect of the proposed location on neighboring Lots; (iii) relation of the topography, grade and finished ground elevation to that of adjoining Lots; (iv) proper facing of elevations with respect to nearby streets and adjoining Lots; (v) overall conformity with the general purpose of the Development and the restrictions in this Declaration; and (vi) the guidelines.

6.2 Approval Requirements. None of the following actions shall take place anywhere within the Development without the prior written approval of the Committee:

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(i) any construction, installation, addition, repair (including exterior painting), replacement, alteration or removal of any building, outbuilding, structure, exterior wall, roof, windows, exterior doors, exterior stairs, fence, sign, garage, trash enclosure, storage area, berms, utilities, fixtures (gas, electricity, telephone, water, or otherwise) or other Improvements visible from any other Lot or Common Area;

(ii) any planting or landscaping (including the removal of any tree);

(iii) any grading, excavation or site preparation; or

(iv) any placement or storage of building materials or temporary structures (including trailers, tents, mobile homes, offices or vehicles).

If the Committee has established landscaping guidelines, the installation or replacement of all landscaping and planting (including tree removal) shall comply with the guidelines, subject to such variances as may be approved in writing by the Committee.

The Committee may impose terms and conditions on any approval, including: (a) contractor licensing and insurance requirements (including workers compensation and liability insurance); (b) completion and labor and material bonds or other acceptable collateral; and (c) construction regulations such as authorized hours of construction, access restrictions, noise restrictions and clean-up requirements.

Notwithstanding anything herein to the contrary, any Owner may repaint the exteriors of any Improvements on the Owner's Lot in the same colors, remove and replace any siding or roofing materials with the same material and in the same color, and remove and replace vegetation of the same type as originally constructed or installed by Declarant or as previously approved by the Committee. In addition, any Owner may repaint the interior of the Owner's residence in any color the Owner desires or remodel the interior, provided the remodeling does not in any manner alter the exterior appearance of the building or, in the case of any residences that immediately abut an adjoining residence, result in the increase of the sound or impact transmissions from the residence to the adjoining residence.

6.3 Architectural Rules. The Committee, from time to time, may adopt, amend and repeal rules and regulations to be known as "Architectural Rules". Pending adoption of the Architectural Rules, the provisions of this **Section 6.3** shall control the actions of the Committee and shall bind all Owners. The Architectural Rules shall interpret and implement the provisions of this **Article 6**, and shall contain the following mandatory elements and such other elements as the Committee considers necessary or advisable:

6.3.1 Application Requirements. The Architectural Rules shall set forth the necessary documents to be submitted by the applicant. Unless otherwise waived in writing by the Committee or an authorized representative thereof, the application shall include plans and specifications prepared by an architect or a licensed building designer that adequately describe the proposed work and shall include the following to the extent applicable to the proposed work: plot layout; location of all existing and proposed Improvements; setbacks from Lot lines of all existing and proposed Improvements; proposed drainage; exterior designs; roofing and siding materials; elevations of all Improvements; floor plans; location of all heating or cooling equipment; decking; screening devices; bearing walls and retaining walls; materials and colors; landscaping plans; construction schedule; and such other information as the Committee shall reasonably require. Landscaping plans shall include a complete and professionally prepared plan including the name, location and sizes of all proposed trees, sodding, shrubbery, hardscape and irrigation system. The plans shall identify any trees scheduled for removal and describe the plans for replanting trees and vegetation.

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If the proposed work does not merit extensive plans and specifications, the Committee may, but shall not be obligated to, waive or modify any of the above requirements upon receipt of a written request from the applicant to do so.

An application shall not be considered a "complete application" for purposes of **Section 6.4** until the Committee has received all the required documents. After the submission of an application, the applicant may request in writing from the Committee confirmation that the application is complete. The initial confirmation request may be made no sooner than seven (7) calendar days after the initial application has been received by the Committee. If the Committee fails to respond within thirty (30) days of receipt of the request, the application shall be considered complete for purposes of **Section 6.4** only. The foregoing does not preclude the Committee from requesting additional documentation unless the application has been deemed approved pursuant to the provisions of **Section 6.4**. If a timely request for additional documentation is received, this documentation or the failure to receive the documentation can be considered by the Committee in rendering its decision on the proposed work.

The application, any request for confirmation of a complete application, any additional documents requested by the Committee, and any other notices or documents given to the Committee under the provisions of this **Article 6** shall be considered received by the Committee in accordance with the "receipt" procedures described in the Architectural Rules or, if there are no such procedures, on the date of personal delivery to the Association's manager, the President of the Association, or the Chair of the Committee or, if mailed, on the date receipt is acknowledged on the return receipt when mailed certified mail, return receipt requested, addressed to the President of the Association or Chair of the Committee and mailed to the principal office of the Association.

6.3.2 Application Fee. The Architectural Rules may require that the application be accompanied by a reasonable application fee to pay for any out-of-pocket costs incurred by the Committee in reviewing any plans and specifications. This fee may include the cost of retaining outside consultants for purposes of assisting the Committee in reviewing the plans and specifications. If, during the review process, the Committee determines that additional fees will be necessary to cover additional out-of-pocket costs, the Committee may require the applicant to advance any additional fees before the review can be completed. The proposed work can be denied for the sole reason that the applicant has failed to pay the required fees.

6.3.3 Guidelines and Variances. The Architectural Rules may include guidelines for any proposed work that are not inconsistent with any use restriction contained in this Declaration. The guidelines can apply to structures and/or landscaping. The guidelines may set forth specific standards regarding color, height, quality, setbacks, materials, size and such other standards as the Committee may adopt from time to time that are consistent with the approval conditions described in **Section 6.4**. The Committee, from time to time and upon request from the applicant, may grant variances from any guidelines established by the Committee. Under no circumstances shall the Committee have any authority to grant any variance that would result in violation of any use restrictions contained in this Declaration.

6.3.4 Hearings (Optional). If the Committee, in its sole discretion, elects to conduct a hearing on an application, reasonable notice of the time, place and proposed agenda for the Committee's hearing shall be distributed prior to the date of a hearing to any applicant whose application is scheduled to be heard. The applicant shall be entitled to appear at the hearing, shall be entitled to be heard on the matter, and may be accompanied by the applicant's architect, engineer and/or contractor. Notice also shall be given to such adjoining or nearby Lot Owners that the Committee reasonably believes could be affected by the proposed work. These Owners shall be entitled to attend the hearing and given reasonable opportunity to present their views on the proposed work.

6.3.5 Preliminary Approval Procedures. The Committee may adopt procedures for preliminary approval. This would enable applicants who are proposing to make Improvements an

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opportunity to obtain guidance and comments from the Committee prior to the expenditure of substantial sums on completed plans and specifications. Preliminary approval shall be granted if the Committee, in its sole discretion, determines that it would approve final plans as described in **Section 6.4**. Pending or denying preliminary approval, the Committee may give the applicant such directions or recommendations concerning the form and substance of the final application for approval as it may deem proper or desirable for guidance of the applicant. Any preliminary approval granted by the Committee shall be effective for a period of ninety (90) days from the date of issuance or such longer period as, in the Committee's discretion, may be granted. During this period, any application for final approval that presents complete plans and specifications for the proposed Improvements, consistent with the provisions of preliminary approval and otherwise acceptable under the terms of this Declaration and the Architectural Rules, shall be approved by the Committee. In no event shall any preliminary approval of a proposed Improvement constitute final approval authorizing construction of the Improvement. The purpose of the preliminary review procedure is to give the applicant a measure of security in proceeding with completion of plans and specifications for the proposed Improvement, committing funds thereto. Final approval shall be based on a complete submittal conforming to the requirements of this **Section 6.3**.

6.4 Basis for Approval. The Committee shall not approve the application unless the Committee, in its sole discretion, finds all of the following conditions have been satisfied:

(i) the applicant has complied with the application procedures described in **Section 6.3** and any additional procedures adopted by the Committee;

(ii) the proposed work is in compliance with the use restrictions contained in this Declaration, the Architectural Rules, and, unless a variance is granted, any guidelines established by the Committee under **Section 6.3.3** in effect at the time the application was submitted to the Committee;

(iii) the proposed work is in compliance with all Applicable Laws (the Committee shall have no duty to independently confirm such compliance);

(iv) if the proposed work involves any exterior modifications or additions, the work is in harmony with the external design of other structures and/or landscaping within the Development and is consistent with the architectural and aesthetic standards prevailing within the Development and with the overall general plan and scheme of the Development; and

(v) if the residence immediately abuts the wall of an adjoining residence, the proposed work will not unreasonably increase the sound transmissions, resonances or reverberations to the other residence.

The Committee shall be entitled to determine that the proposed work is unacceptable even if the same or similar work previously had been approved for another Lot as long as the Committee finds that reasonable factors exist to distinguish this application from the approved work. The Committee shall be entitled to make subjective judgments and to consider the aesthetics of a proposal when the proposed work will result in Improvements and/or landscaping that can be seen from any other Lot or public right-of-way as long as the Committee acts in good faith and not unreasonably, arbitrarily or capriciously.

In approving any proposed work, the Committee may grant conditional approval on the adoption of modifications to the proposed work that in the Committee's judgment are necessary to bring the proposed work into compliance with the approval conditions contained in this **Section 6.4**. In addition, the Committee may impose reasonable construction restrictions, such as construction hours, dust controls, noise abatement measures, and such other conditions as the Committee may reasonably require, to minimize the interference with the quiet use and enjoyment of the surrounding residences during the course of construction.

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In reviewing and approving plans, the Committee shall comply with the requirements of Civil Code section 4765 and with all Applicable Laws regulating the rights of disabled persons. If there is any conflict between this **Article 6** and Civil Code section 4765, Civil Code section 4765 shall control to the extent of the conflict.

6.5 Architectural Committee's Decision. The decision on any proposed work shall be in writing. If a proposed change is disapproved by the Committee, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board. If disapproved, the applicant is entitled to reconsideration by the Board at an open meeting of the Board unless the disapproval decision was made by the Board instead of the Committee or unless the Architectural Committee has the same members as the Board. Reconsideration by the Board does not constitute a dispute resolution procedure described in **Section 4.6.7**.

If the Committee fails to approve or disapprove any application or fails to request additional information within sixty (60) days of receipt of either the complete application or any advance fees required by the Committee, whichever shall occur later, the application shall be deemed approved unless a written extension is executed by the Person submitting the application and by the Committee. The burden shall be on the applicant to establish that the Committee did receive the complete application and/or advance fees and to establish the date of receipt.

6.6 Completion of Work. On receipt of approval, the Owner shall commence the work as soon as reasonably practicable and shall diligently pursue the completion of the work. If the work is not commenced within ninety (90) days after receipt of approval or completed within one hundred eighty (180) days or such later date as the Committee shall approve in writing, the approval automatically shall be deemed revoked and no further work shall be done without again obtaining the written approval of the Committee as described herein. The work shall be done in strict compliance with the approved plans except for minor non-material changes as may be necessary during the course of construction.

6.7 Non-liability. The Association, the Committee, the Declarant, and the other Lot Owners, and their respective successors or assigns, shall not be liable to any Person submitting plans to the Committee for approval or to any other Lot Owners or Occupants by reason of any act or omission arising out of or in connection with the approval or disapproval of any plans or specifications. Approval shall not constitute any warranty or representation by the Committee or its members that the plans satisfy Applicable Laws or that any Improvement constructed in accordance with the plans shall be fit for the use for which it was intended and safe for use and occupancy. Applicants shall make their own independent verifications of the foregoing and shall not rely on the Committee or its members in any manner in this regard.

6.8 Enforcement. If any Owner or Occupant violates the provisions of this **Article 6**, the Declarant or the Association, in addition to levying monetary fines and penalties and in addition to any other remedy available at law or equity, may bring an action to compel compliance, including an action for a court order mandating the removal of any Improvement or other property constructed or installed in violation of the provisions of this **Article 6**. In such action, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

6.9 Board's Authority. If for any reason the Committee is not established or not active, the Board shall perform the duties and shall have the rights of the Committee as described in this **Article 6**. Notwithstanding anything herein to the contrary, modifications, changes or additions to any Common Area Improvements authorized by the Board shall not require approval from the Committee.

6.10 Governmental Approval. Before commencement of any addition of any Improvement or any alteration to any Improvement approved by the Committee, the Owner shall comply with all

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Applicable Laws. Approval by the Committee does not satisfy the appropriate approvals that may be required from any governmental entity with appropriate jurisdiction.

6.11 Declarant Exemption. Declarant, or its successor or assign, shall not be subject to the approval requirements of this **Article 6** in connection with the construction or alteration of any Improvement within the Development or the installation of any landscaping. In addition Declarant, or its successor or assign shall not be subject to the approval requirements of this **Article 6** in connection with any repairs or modifications made to any Improvements as may be required by Applicable Laws or pursuant to an agreement with any Lot Owner or the Association.

Article 7 INSURANCE

7.1 Owners' Insurance Policy(ies). Each Owner is advised to obtain and maintain, at the Owner's expense, a property insurance policy that provides at minimum, coverage against losses caused by fire and all other hazards normally covered under a "special form" policy or its equivalent in an amount not less than ninety percent (90%) of the replacement cost of the insurable Improvements on the Lot. The policy shall contain the following endorsements or their equivalents: inflation guard and replacement cost. The policy shall provide liability coverage in such amounts and for such acts or omissions as are normally and customarily included in homeowners property insurance policies of the types required herein. Nothing herein imposes any duty or obligation on the Association or any director, officer or agent thereof to confirm that Owners are carrying the insurance required under this **Section 7.1**.

Each Owner is strongly advised to seek the advice of a qualified insurance consultant regarding: (i) the amount of personal liability and personal property insurance coverage the Owner should maintain and (ii) the availability of loss assessment insurance coverage. In addition, Owners, particularly subsequent Owners, should determine whether any upgrades or additions to the Lot have been made after the initial occupancy of the Lot to determine whether the Owner should acquire additional insurance coverage.

7.2 Association Liability Insurance. The Association shall obtain and maintain the following liability policies:

7.2.1 General Liability Policy. A general liability insurance policy insuring the Association, any manager, the Association's directors and officers, and the Owners (including Declarant as long as Declarant owns any Lots) against bodily injury or property damage from an accident or occurrence within the Common Area or as a result of any act or omission of the performance or nonperformance of the Association's duties as set forth herein. The Association shall be the first named insured under the policy. The policy shall include, if obtainable, cross liability or severability of interest coverage. The limits of such insurance (including the commercial general liability and any excess liability coverage) shall not be less than \$1,000,000 covering all claims for bodily injury and property damage arising out of a single occurrence. The coverage may be a combination of primary and excess policies. The insurance shall contain coverage terms equivalent to or better than the terms provided by Insurance Services Offices (ISO) form CG001 or any successor form thereto. Such insurance shall include coverage against liability for owned, non-owned and hired automobiles and other liability or risk customarily covered with respect to projects similar in construction, location and use. The policy shall be primary and noncontributing with any other liability policy covering the same liability.

The policy also shall satisfy the insurance requirements set forth in the Well Agreement described in **Section 2.13**.

7.2.2 Fidelity Policy. Fidelity bond coverage for the Association's directors, officers, and employees in an amount that is equal to or more than the combined amount of the reserves of the Association and total assessments for three (3) months. The Association's fidelity bond shall include

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computer fraud and funds transfer fraud. If the Association uses a managing agent or management company, the Association's fidelity bond coverage also shall include dishonest acts by that person or entity or its employees.

7.2.3 Directors and Officers Liability Policy. A directors and officers liability policy containing such terms and conditions that are normally and customarily carried for directors and officers of a residential association and in sufficient amounts to satisfy the insurance requirements of Civil Code section 5800 or any successor statute thereto.

7.3 Association Property Insurance. The Association, in the sole discretion of the Board, may obtain and maintain a property insurance policy on the Common Area Improvements and Association personal property in such amounts and containing such terms and conditions as the Board from time to time may select.

7.4 Insurance Rating and Cancellation. The insurance company providing the Association's insurance under **Sections 7.2 and 7.3**, if applicable, shall have an A.M. Best rating of not less than A:VII if licensed to do business in the State of California and a rating of not less than A:X if not licensed to do business in the State of California. If the A.M. Best ratings are no longer available, the insurance ratings shall be based on equivalent ratings issued by an independent insurer company rating entity used by financial institutions for insurance rating purposes. Any notice of cancellation or material changes to the policy shall be provided by the issuing insurance company in accordance with the notice requirements in the policy. If cancelled the Board shall replace the policy with a substantially equivalent policy.

7.5 Board's Authority to Revise Insurance Coverage. The Board shall have the power and right to deviate from the insurance requirements contained in this **Article 7** in any manner that the Board, in its discretion, considers to be in the best interests of the Association, provided that the Board shall maintain the minimum insurance requirements set forth in Civil Code section 5800 or in any successor statute thereto. If the Board elects to materially reduce the coverage from the coverage required in this **Article 7**, the Board shall make all reasonable efforts to notify the Members of the reduction in coverage and the reasons therefor at least thirty (30) days prior to the effective date of the reduction.

The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Association, including, but not limited to, the right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

Each Owner, by acceptance of a deed to a Lot, irrevocably appoints the Association or the Insurance Trustee, described in **Section 7.7**, as that Owner's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Association and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Owner had personally taken the action.

7.6 Periodic Insurance Review. The Board periodically (and not less than once every three (3) years) shall review the Association's insurance policies and make such adjustments to the policies' terms and conditions as the Board considers to be in the best interests of the Association. If applicable, the review shall include an appraisal by a qualified appraiser of the current replacement costs of all covered property under the Association's property insurance policy unless the Board is satisfied that the current dollar limit of the property insurance policy, coupled with the amount of actual reserves on hand, is equal to or greater than the current replacement costs.

7.7 Insurance Trustee. All property insurance proceeds payable to the Association under any property insurance policy procured by the Association as described in **Section 7.3**, subject to the rights of Mortgagees under **Article 9**, may be paid to a trustee as designated by the Board to be held and expended for the benefit of the Owners and Mortgagees as their respective interests shall appear. The

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trustee shall be a commercial bank or other financial institution with trust powers in the county in which the Development is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Association will have the duty to contract for such work as provided for in this Declaration.

7.8 Other Insurance. In addition to the policies described in **Sections 7.2 and 7.3**, the Association may obtain and maintain the following insurance:

- (i) Workers Compensation Insurance to the extent required by Applicable Laws;
- (ii) flood insurance on Common Area Improvements if the Development is located in an area designated by an appropriate governmental agency as a special flood hazard area and the Improvements are of the nature on which hazard insurance is normally maintained; and
- (iii) such other insurance as the Board in its discretion considers necessary or advisable.

Article 8 DAMAGE, DESTRUCTION OR CONDEMNATION

8.1 Repair or Reconstruction. If an Improvement on any Lot is damaged or destroyed by fire or other casualty, the Owner of such Lot shall repair or reconstruct the Improvement to substantially the same condition and appearance as existed immediately before the damage or destruction, subject to such modifications as may be approved by the Architectural Committee or as required by Applicable Laws. If any Improvement within the Common Area is damaged or destroyed by fire or other casualty, the Association shall repair or reconstruct the Improvement substantially in accordance with the original as-built plans and specifications subject to such modifications as may be required by Applicable Laws. Notwithstanding the foregoing but subject to the provisions of **Section 8.3**, the Association will not be required to reconstruct or restore the damaged or destroyed Improvement if there are not available insurance proceeds and reserves sufficient to pay for at least eighty-five percent (85%) of the costs of such repairs or reconstruction and three-fourths (3/4) of the total voting power of the Association's residing Members and their first lenders vote against such repair or reconstruction.

8.2 Reconstruction Contract. If the Improvements are to be rebuilt or restored, the Board shall solicit and obtain bids from at least two (2) reputable contractors to repair and reconstruct the Improvements in accordance with the original plans and specifications, subject to such changes as may be approved by the Architectural Committee or required by Applicable Laws, and shall award the repair and reconstruction work to the lowest qualified bidder unless the Board in its reasonable judgment elects to select a higher bidder. The Association shall have the authority to enter into a written contract with the contractor or contractors for the repair and reconstruction, and the insurance proceeds held by the Association or insurance trustee shall be disbursed to the contractor according to the terms of the contract. It shall be the obligation of the Association to take all steps necessary to ensure the commencement and completion of authorized rebuilding at the earliest possible date.

8.3 Minor Repair and Reconstruction and Deductibles. The Association shall have the duty to repair and reconstruct Common Area Improvements within the Development without the requirement of any consent of the Owners and irrespective of the amount of available insurance proceeds in all cases of partial destruction when the estimated cost of repair or reconstruction does not exceed \$20,000, which amount shall be increased three percent (3%) per annum on a compounded basis commencing on the anniversary date of the recordation of this Declaration and each anniversary date thereafter. The Association may levy a special assessment for the cost of repairing and reconstructing Improvements to the extent insurance proceeds are unavailable pursuant to the procedures described in **Article 5**.

8.4 Completion of Repair or Reconstruction. The repair or reconstruction of any Improvement shall commence no later than ninety (90) days after the date of such damage or destruction

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and shall be completed no later than one hundred eighty (180) days subject to extensions because of delays that are beyond the control of the Association. The Association immediately shall take such steps as may be reasonably required to secure any hazardous condition resulting from the damage or destruction and to screen any unsightly views.

8.5 Election Not to Rebuild. If any Improvement is not repaired or reconstructed in accordance with the foregoing, any Association's obligation to maintain or insure the Improvements shall terminate and any available insurance proceeds from any property insurance policy maintained by the Association shall be disbursed to the Association unless Members holding a majority of the total voting power elect to have the proceeds disbursed to the Owners, in which case the proceeds shall be disbursed equally among all the Lots, subject to the rights of the Owners' respective Mortgagees, after first applying the proceeds to the cost of mitigating hazardous conditions on the property, screening the area from unsightly views, and complying with all the applicable requirements of governmental agencies.

8.6 Condemnation. If any action for condemnation of all or any portion of the Common Area is proposed or threatened by any governmental agency having the right of eminent domain, then, after approval by vote or written consent of Members holding at least fifty-one percent (51%) of the total voting power of the Association and with the consent of the first Mortgagees as may be required herein, the Common Area or a portion of it may be sold and conveyed to the condemning authority by the Association or its designees acting as the attorney-in-fact of all the Owners under an irrevocable power of attorney, which each Owner by accepting a deed to a Lot in the Development grants to the Board, and which shall be coupled with the interest of all other Owners, for a price deemed fair and equitable by the Board. Proceeds of any such sale shall be allocated equally among the Lots and distributed to each Owner and their Mortgagees as their respective interests may appear. If the Common Area or any portion of it is not sold but is instead taken, the award shall be apportioned among the Owners and their respective Mortgagees by the terms of the judgment of condemnation; and if not so apportioned, then the award shall be allocated equally among the Lots and distributed equally to each Owner and their Mortgagees as their respective interests may appear.

Notwithstanding anything herein to the contrary, the Board may elect to retain all or any portion of any condemnation proceeds with the Association's funds in lieu of distribution.

Article 9 RIGHTS OF MORTGAGEES

9.1 Lender Definitions. Unless the context indicates otherwise, the following terms as used in this **Article 9** shall have the definitions contained in this **Section 9.1**. An "institutional" Mortgagee is a first Mortgagee that is: (i) a federally or state chartered or licensed bank or savings and loan association; (ii) a mortgage company or other entity chartered or licensed under Applicable Laws whose principal business is lending money on the security of real property or investing in such loans; (iii) an insurance company; (iv) a federal or state agency or instrumentality including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; or (v) an insurer or governmental guarantor of a first Mortgage including the Federal Housing Administration and the federal Department of Veterans Affairs. A "first Mortgage" or "first Mortgagee" is one having a priority as to all other Mortgages encumbering the same Lot or other portions of the Development.

9.2 Encumbrance. Any Owner may encumber their Lot with a Mortgage or Mortgages.

9.3 Rights of Institutional Mortgagees. Any institutional Mortgagee who obtains title to a Lot pursuant to the remedies provided in the first Mortgage, including judicial foreclosure or nonjudicial foreclosure under a power of sale (but excluding voluntary conveyance to the first Mortgagee), shall take the Lot free of any obligation to pay any assessments that were delinquent as of the date the institutional Mortgagee acquired title to the Lot, including any interest, penalties or late charges in connection therewith. The institutional Mortgagee as Owner of the Lot shall be obligated to pay any assessments

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that were not delinquent as of the date the institutional Mortgagee took title to the Lot and all future assessments levied against the Lot as long as the institutional Mortgagee remains in title, including any special assessments levied by the Association to raise operating or reserve funds needed because of uncollected delinquent assessments, as long as the special assessment is allocated among all the Lots as provided in **Section 5.9**.

9.4 Subordination. Any assessment lien established under the provisions of this Declaration is expressly made subject to and subordinate to the rights of any Mortgage that encumbers all or any portion of the Development or any Lot made in good faith and for value and recorded before the recordation of a notice of delinquent assessment. No assessment lien shall in any way defeat, invalidate or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates in writing its interest to such lien. If any Lot is encumbered by a Mortgage made in good faith and for value, the foreclosure of any assessment lien cannot operate to affect or impair the lien of any Mortgage recorded prior to the recordation of the notice of delinquent assessment. Upon the foreclosure of any prior-recorded Mortgage, any lien for delinquent assessment shall be subordinate to the Mortgage lien; and the purchaser at the foreclosure sale shall take title free of the assessment lien. By taking title, the purchaser shall be obligated to pay only assessments or other charges that were not delinquent at the time the purchaser acquired title or that were levied by the Association on or after the date the purchaser acquired title to the Lot. Any subsequently-levied assessments or other charges may include previously-unpaid assessments, provided all Owners, including the purchaser and its successors and assigns, are required to pay their proportionate share of such unpaid assessments.

9.5 Breaches. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith or for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee sale or otherwise.

Article 10 AMENDMENTS

10.1 Amendment Before Close of First Sale. Before the close of the first sale of a Lot in the Development to a purchaser other than Declarant or an entity controlled by Declarant, this Declaration may be amended in any respect or rescinded by Declarant by recording an instrument amending or rescinding this Declaration. The amending or rescinding instrument shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the county in which the Development is located. For purposes herein, a Person is considered controlled by Declarant if the Declarant holds fifty percent (50%) or more of the capital and profit interests if a partnership or limited liability company, fifty percent (50%) or more of the voting shares if a corporation, and fifty percent (50%) or more of the beneficial interests if a trust.

10.2 Amendment After Close of First Sale. After the close of the first sale of a Lot in the Development to a purchaser other than Declarant or an entity controlled by Declarant, this Declaration may be amended or rescinded in any respect with the vote or written consent of the holders of not less than a majority of the voting rights of each class of Owners or, if a single class of Owners is then in effect, by the vote or written consent of not less than a majority of all votes and a majority of all votes excluding Declarant. If any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of Owners in order to take affirmative or negative action under such provision, the same percentage of such class or classes of Owners shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, Mortgagee, Owner or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Notwithstanding anything herein to the contrary, any provision in this Declaration that specifically confers rights or benefits on Declarant as the Declarant and not on any other Owner may not be amended or rescinded without the prior written consent of Declarant except as

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expressly authorized by Civil Code section 4230. The amendment is effective when it has been approved by the appropriate percentage of Owners as required herein, the approval has been certified in a writing executed and acknowledged by the officer designated in this Declaration or by the Association for that purpose (or, if no one has been designated, the President of the Association), and the amendment and certification have been recorded in the county in which the Development is located.

Notwithstanding anything herein to the contrary, the easements appurtenant to any Lot as described in **Sections 2.3 and 2.4** may not be modified or terminated without the prior written consent of the Owner of the Lot.

10.3 Corrections. Notwithstanding anything herein to the contrary, Declarant reserves the right as the attorney-in-fact for each Lot Owner to record an amendment or appropriate instrument of correction to correct any errors in this Declaration, or any exhibits thereto, and the consent of neither the Association nor any Lot Owner shall be required provided that if the correction affects the size, location or access or use rights to any Lot, the consent of that Lot Owner shall be required. The amendment shall be effective when recorded in the records of Napa County, California, signed by an authorized agent of Declarant.

10.4 Mortgagee Reserved Amendment Rights. Notwithstanding anything herein to the contrary, Declarant reserves the right to amend this Declaration as may be necessary or advisable in order to include provisions that satisfy the requirements of the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA) and/or the federal Department of Veterans Affairs (VA). The Association and each Owner shall fully cooperate in the delivery, execution and recordation of any documents necessary to effect the amendments.

Article 11 MISCELLANEOUS PROVISIONS

11.1 Headings. With the exception of **Article 1**, the headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

11.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions or any portion thereof shall not invalidate any other provision or any portion of the provisions not found invalid or unenforceable.

11.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and nonexclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.

11.4 Discrimination. No Owner shall execute or cause to be recorded any instrument that imposes a restriction on the sale, leasing or occupancy of the Owner's Lot on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income as defined in Government Code section 12955(p), disability, veteran or military status, or genetic information.

11.5 Notification of Sale. No later than five (5) days after the closing of the sale of any Lot, the new Owner shall notify the Association of such sale. Such notification shall be in writing and shall set forth the name and address of the new Owner and the date of sale.

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11.6 Reservation or Grant of Easements. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in any deed to any Lot.

11.7 Enforcement Rights and Remedies. The covenants, restrictions, rights and duties contained in this Declaration constitute covenants running with the land and equitable servitudes that benefit and bind each Lot in the Development, each Owner, and each successive Owner thereto, and may be enforced by the Association, the Declarant or any Owner in any legal or equitable action pursuant to the procedures described herein. Declarant may enforce any covenants, restrictions, and rights set forth in this Declaration that expressly benefit Declarant without regard to whether Declarant owns any Lots in the Development.

Each Owner acknowledges and agrees that if any Person breaches any of the restrictions contained herein, money damages may not be adequate compensation. As a result, each Owner agrees that in the event of a breach, the non-breaching party, in addition to any other remedy available at law or equity, shall be entitled to equitable relief, including, but not limited to, an order compelling the breaching party to perform an act which the party is required to perform under this Declaration or which is necessary to bring the breaching party or the breaching party's Lot into compliance with restrictions contained herein or prohibiting the breaching party from performing any act that violates the restrictions.

Notwithstanding anything herein to the contrary, the Association shall have the exclusive right to levy assessments and to take appropriate action to enforce delinquent assessments, including imposition of an assessment lien and the foreclosure of the lien. Furthermore, the Association shall have the primary responsibility for enforcing the architectural provisions contained in **Article 6**. If any Owner or Occupant desires the Association to take any enforcement action, the Owner or Occupant shall notify the Association in writing of the alleged violation. On receipt, the Board shall review the matter and shall determine what action, if any, to take. Neither the Board nor the Association or any director, officer or agent thereof shall be liable if the Board in the exercise of its judgment elects not to take any action. To the extent applicable, the Board shall comply with the due process requirements described in this Declaration. If within ninety (90) days after receipt of the notice the Board has failed to take any corrective action and the alleged violation has not been cured and is continuing, any Owner may bring an action on the Owner's behalf for appropriate legal and/or equitable relief. In such action, the Owner shall bear their own costs and attorneys' fees, provided that the prevailing party in such action shall be entitled to recovery of such costs and fees.

Prior to the commencement of any action by the Association, the Declarant or Owner to enforce the Governing Documents, the Davis-Stirling Act or the Nonprofit Mutual Benefit Corporation Law (Corporations Code sections 7110-8910), the Association, the Declarant or the Owner shall comply with the applicable requirements of Article 3 (commencing with Civil Code section 5925) of Chapter 10 of the Davis-Stirling Act.

11.8 Incorporation of Exhibits. All exhibits referred to herein and attached to this Declaration are incorporated herein by reference as fully set forth herein.

11.9 Term. The term of this Declaration shall be for a period of fifty (50) years from the date on which this Declaration is recorded in the records of the county in which the Development is located. After that time, this Declaration and each of its restrictions and covenants and other provisions automatically shall be extended for successive ten (10)-year periods unless this Declaration is rescinded by the written consent of Owners holding a majority of the total voting power of the Association. The rescission shall be effective on recordation of a notice of rescission in the records of the county in which the Development is located.

11.10 Reserved Rights of Declarant. Declarant is recording this Declaration as part of the construction of a residential development. No covenant or restriction contained herein shall be applied in

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any manner that would unreasonably interfere with Declarant's rights to complete the construction of the Improvements and to sell the Improvements. The rights retained by Declarant during the construction and sales period include, but are not limited to, the right to:

- (i) maintain construction equipment, personnel and materials within the Development;
- (ii) use such portions within the Development as may be necessary or advisable to complete the construction or sales;
- (iii) maintain construction and/or sales offices within the Development and appropriate parking to accommodate the foregoing;
- (iv) maintain sale signs or other appropriate advertisements within the Development;
- (v) maintain model homes for viewing by prospective purchasers; and
- (vi) allow prospective purchasers access to the Development to inspect any Common Area or any model homes.

11.11 Assignment by Declarant. Declarant may assign all or any portion of its rights and delegate all or any portion of its duties to any other Person; and from and after the date of such assignment and/or delegation, the Declarant shall have no further rights and/or duties hereunder with respect to the rights assigned and duties delegated. Any successor or assignee of rights and duties of the Declarant shall execute and record an instrument assuming the rights and duties of the Declarant assigned and delegated hereunder and thereafter shall be entitled to exercise all the rights of Declarant so assigned and shall be obligated to perform all the Declarant's duties so delegated, provided such successor or assignee shall not be liable in any manner for any act or omission committed or omitted by the Declarant before the date the successor or assignee succeeded to the rights of the Declarant hereunder.

11.12 Attorneys' Fees. In the event of any litigation or alternative dispute resolution procedure arbitration regarding the rights or duties under the Governing Documents of the Association or any Member, the prevailing party in such proceeding, in the discretion of the judge or decision-maker, shall be entitled to recover costs, including reasonable attorneys' fees.

11.13 Notices. Any notice permitted or required by the Governing Documents shall be considered received on the date the notice is personally delivered to the recipient or forty-eight (48) hours after the notice is deposited in the United States mail, first-class, registered or certified, postage prepaid and addressed to the recipient at the address that the recipient has provided the Association for receipt of notice or, if no such address was provided, at the recipient's Lot address in the Development.

11.14 No Enforcement Waiver. Failure to enforce a restriction in the past in and of itself shall not constitute a defense to any action brought against any Owner for violation of any restriction contained herein. Each Owner, by acceptance of a deed to a Lot in the Development, acknowledges that the enforcement of these restrictions may vary as a result of different Owners, Boards or Architectural Committees, changing conditions, or other reasons and agrees that the failure of any Owner, Board or Committee to enforce any particular restriction, even if such failure is for an extended period of time, shall not in any manner restrict or estop the right of any Owner, Board or Committee to enforce these restrictions at any future time.

11.15 Statutory Reference. Any reference to a governmental statute in this Declaration includes any amendments to the statute. If the statute is replaced by an equivalent statute, the equivalent statute shall be the applicable statute.

ATTACHMENT 3

THIS DECLARATION is executed this _____ day of _____, 2025.

WHITE FANG PROPERTIES, LLC,
a South Dakota limited liability company

By: _____
Name: _____
Title: _____

ATTACHMENT 3

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.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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 _____

ATTACHMENT 3

RWEQ-59650\2920109.11

August 22, 2025

SUBORDINATION

The undersigned, the beneficiary under the deed of trust recorded on _____, as Document No. _____ in the records of _____ County, California (the "Deed of Trust"), executed by _____, a _____, as Trustor, hereby subordinates the Deed of Trust to the foregoing _____ Declaration of Restrictions (CC&Rs) (the "Declaration") so that for all purposes the Declaration shall be deemed executed and recorded prior to the execution and recordation of the Deed of Trust.

Dated: _____

a _____

By: _____
Name: _____
Its: _____

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.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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 _____

ATTACHMENT 3

RWEQ-59650\2920109.11

August 22, 2025

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**RECORDED AT THE REQUEST OF AND
WHEN RECORDED, RETURN TO:**

**Jane R. Martin
MILLER STARR REGALIA
1331 N. California Blvd., Suite 600
Walnut Creek, CA 94596**

HUNTER

GRANT OF WELL EASEMENT AND MAINTENANCE AGREEMENT

THIS HUNTER GRANT OF WELL EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") dated _____, 2025, is executed by WHITE FANG PROPERTIES, LLC, a South Dakota limited liability company (the "Lot 52 Owner"), and HUNTER HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (the "Association"), with reference to the following facts:

- A. In accordance with the Hunter Declaration of Restrictions (CC&Rs), recorded on _____, 2025, as Document No. _____ in the records of the County of Napa, State of California (the "Declaration"), the Association was formed to manage a residential planned development project which may be developed in phases and which is situated on Lots 1 through 51, and Parcel Y shown on the subdivision map entitled "Final Map of the Hunter Subdivision" (the "Map") filed in the records of the County of Napa, State of California, on _____, in Book _____ of Maps at page(s) _____ (the "Hunter Development"). The Hunter Development is managed by the Association.
- B. The Lot 52 Owner owns the property identified as Lot 52 on the Map ("Lot 52") which is anticipated to contain residential use consisting of approximately twenty-five (25) to thirty-six (36) residential units. Lot 52 contains approximately 3.13 acres.
- C. Lot 52 is located adjacent to the Hunter Development along the southwesterly boundary. Lot 52 is not part of the Hunter Development and the Lot 52 Owner is not a member of the Association.
- D. Lot 52 will share the use of the private well within the Hunter Development (the "Private Well"), which is located on Parcel Y shown on the Map (the "Private Well Parcel"). The Private Well is owned and maintained by the Association in accordance with the Hunter Declaration. The Private Well provides irrigation water for the unfenced landscaping and the Common Area at the Hunter Development.
- E. The purposes of this Agreement are to: (i) grant ingress, egress and utility easements over the Private Well Parcel in favor of Lot 52; (ii) describe the rights and duties of Lot 52 pertaining to its use of the Private Well as described herein; (iii) provide for the maintenance and insurance of the Private Well; and

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(iv) describe the cost sharing obligations in connection with the management, maintenance and insurance of the Private Well.

- F. The easements, covenants, restrictions, rights and duties set forth in this Agreement are covenants running with the land under Civil Code section 1468 and equitable servitudes that benefit and bind the Private Well Parcel and Lot 52 and all Owners and successive owners thereto on the recordation of this Agreement in the records of the County of Napa, State of California.

THE LOT 52 OWNER AND THE ASSOCIATION AGREE AS FOLLOWS:

ARTICLE 1 - Definitions

Unless the context indicates otherwise, the following terms shall have the following definitions:

- 1.1 Agreement. This Hunter Grant of Well Easement and Maintenance Agreement and any amendments or corrections thereto.
- 1.2 Applicable Laws. All federal, state and local laws, statutes, acts, ordinances, rules, regulations, permits, licenses and requirements of all governmental authorities (including any agency, authority, board, branch, division, department or similar unit of any federal, state, county, district or other governmental entity having jurisdiction over the Developments) that now or hereafter during the term of this Agreement may be applicable.
- 1.3 Association. Hunter Homeowners Association, a California nonprofit mutual benefit association and any successors or assigns.
- 1.4 Board. The Board of Directors of the Association.
- 1.5 Hunter Declaration. The Hunter Declaration of Restrictions (CC&Rs) recorded in the records of the County of Napa, State of California, and any amendments thereto.
- 1.6 Hunter Development. The residential development situated on Lots 1 through 51 shown on the Map.
- 1.7 Improvement. Any property constituting a fixture within the meaning of Civil Code section 660.
- 1.8 Lot 52 Owner. The Owner(s) of the fee (perpetual) estate in Lot 52.
- 1.9 Lot 52 Property. Lot 52 shown on the Map.
- 1.10 Maintain, Maintained, Maintaining or Maintenance. Unless expressly stated otherwise, "maintain", "maintained", "maintaining" or "maintenance" as used in this Agreement shall include inspection, cleaning, maintenance, repair, upgrading and/or replacement.
- 1.11 Map. The subdivision map entitled "Final Map of the Hunter Subdivision" filed for record in the County of Napa, State of California, on _____, in Book _____ of Maps at pages ____ through ____, including any subsequently-recorded amended final maps, parcel maps, certificates of correction, lot-line adjustments, and/or records of survey.

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1.12 Occupants. The Persons entitled to the use and occupancy of a residence within the Hunter Development or a residence within Lot 52 by reason of an ownership right or any lease, sublease, license or other similar agreement.

1.13 Party or Parties. The Lot 52 Owner and/or the Association.

1.14 Permittee. Agents and invitees of the Occupants.

1.15 Person. Any individual, corporation, partnership, limited liability company, trust or other legal entity.

1.16 Private Well. The private well located on Parcel Y shown on the Map.

1.17 Private Well Improvements. The Private Well including the well casing, concrete pad, well pump, irrigation pipes and other fixtures and equipment that are connected into and serve the well, including the electrical service thereto, and the fencing surrounding the well. The Private Well Improvements do not include any equipment or other lines and equipment that exclusively serve the Hunter Development or Lot 52, which shall be maintained by Lot 52, or by the Association or individual lot owners in the Hunter Development in accordance with the Declaration.

1.18 Private Well Improvements Costs. The costs to maintain the Private Well Improvements, including normal maintenance and reserve costs, reasonable administration expenses directly related to the maintenance and the insurance premium costs and any applicable deductible costs for the liability policy required under **Section 3.4**.

1.19 Private Well Improvements Costs Budget. The annual budget for the Private Well Improvements Costs.

1.20 Private Well Parcel. Parcel Y shown on the Map.

ARTICLE 2 - Easements and Private Well Rights and Restrictions

2.1 Private Well Easement. The Association grants to the Lot 52 Owner in favor of Lot 52 as the dominant tenement an easement over the Private Well Parcel as the servient tenement for: (i) connection to the Private Well in locations approved by the Association; (ii) use of irrigation water from the Private Well to serve solely the landscaping in Lot 52; and (iii) access to the servient tenement by agents of the Lot 52 Owner in order to maintain the Private Well Improvements to the extent such Improvements are the responsibility of the Lot 52 Owner and as may be authorized in **Section 3.2**. The foregoing easements are subject to **Sections 2.2 and 2.3**.

2.2 General Easement Provisions. The easements described in **Section 2.1** are subject to, and construed in accordance with the following provisions, except as otherwise expressly provided for elsewhere in this Agreement: (i) the easement shall be appurtenant to the dominant and servient tenements and any transfer of a dominant or servient tenement automatically transfers the easement appurtenant thereto regardless of whether the easement is described in the instrument of transfer; (ii) the easement is in perpetuity unless otherwise terminated by operation of law; (iii) no easement may be modified or relocated except with the written consent of the Parties, which consent shall not be unreasonably withheld, conditioned or delayed; (iv) all easement uses shall comply with all Applicable Laws; (v) each easement granted hereunder exists by virtue of this Agreement, without the necessity of confirmation by any other documents; (vi) the easements are nonexclusive unless expressly provided otherwise; (vii) no easement granted or reserved under this Agreement shall restrict the Association from

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granting other easements or interests therein as long as the other easement or interest does not unreasonably interfere with the easements granted in **Section 2.1**; (viii) the easement is subject to the limitations described in **Section 2.3**; and (ix) if the dominant and servient tenements are owned by the same Owner, the easement shall be effective automatically on the date the dominant and servient tenements no longer are owned by the same Owner regardless of whether the instrument of transfer separating the ownership describes the easement.

2.3 Irrigation Water Restrictions. The easement described in **Section 2.1** is subject to the following: Irrigation water may be unavailable, restricted, and/or limited, at the Association's sole election, under the following circumstances: (i) during periods of maintenance of the Private Well Improvements, including, but not limited to failure of equipment that needs to be repaired; (ii) due to low water levels in the Private Well; (iii) a drought condition; and (iv) any future state or local regulatory limitations on groundwater extraction. Notwithstanding the foregoing, any such restriction, limitation, or unavailability shall not be disproportionately borne by the Association or Lot 52 unless directly connected to mechanical failure of Improvements solely serving their respective Developments; it shall apply equally to the Association and Lot 52 in accordance with their allocation of use (their cost sharing obligations). For example only, if irrigation water must be reduced by 10%, then the Association's 81.5% share of utilizing irrigation water shall be reduced by 10% and Lot 52's 18.5% share shall be reduced by 10%. The allocation of costs described in **Section 4.1** remains the same at all times.

ARTICLE 3 - Maintenance and Insurance

3.1 Maintenance. The Association shall maintain the Private Well Improvements. Maintenance shall satisfy each of the following maintenance standards:

(i) the Private Well Improvements shall be maintained in a condition and quality at a level that is substantially the same as the condition which existed at the time the Private Well Improvements were initially completed (ordinary wear and tear excepted); and

(ii) the Private Well Improvements shall be maintained in accordance with the maintenance standards set forth in the Hunter Declaration applicable to the maintenance of the Private Well Improvements that were in effect on the date the Hunter Declaration was originally recorded in the records of the County of Napa, State of California.

3.2 Failure to Maintain and Emergency Repairs. If the Association fails to maintain the Private Well Improvements as required in **Section 3.1**, the Lot 52 Owner may notify the Association in writing of the need for maintenance, which notice shall contain a reasonably detailed description of the required maintenance (the "Repair Request"). If the Association disputes any information in the Repair Request, the dispute shall be resolved in accordance with the procedures in **Article 5**, provided that in an emergency situation which could result in injury to any Person or material damage to property or could impact the delivery of utility service to Lot 52, the Lot 52 Owner may immediately proceed with the repair work. If the Association fails to take appropriate action to commence the necessary maintenance or fails to notify the Lot 52 Owner in writing that it disputes the need for maintenance within thirty (30) days of receipt of the Repair Request, the Lot 52 Owner may have the appropriate maintenance work performed and the Association shall be presumed to have consented to the work. The work shall be performed in accordance with all Applicable Laws as defined in **Section 1.2** and shall be undertaken only by contractors duly licensed in the State of California. The work, once commenced, shall be diligently pursued until completion and all labor and material costs shall be paid in a timely and proper manner.

On completion of the work, the Lot 52 Owner shall notify the Association in writing of the costs incurred by the Lot 52 Owner in performing the work, which notice shall include a reasonable description

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and documentation of the costs (the "Payment Demand"). If the Association fails to tender payment within thirty (30) days after receipt of the Payment Demand, the Lot 52 Owner shall be entitled to recover the reasonable costs of collection, including reasonable attorneys' fees, a late charge not exceeding five percent (5%) of the delinquent payment and interest on the delinquent payment at ten percent (10%) per annum but not to exceed the maximum rate authorized by law, commencing thirty (30) days after the payment due date. The Lot 52 Owner may bring an action in any court of competent jurisdiction to collect the amount due, including the interest due thereon, late charges, collection costs and attorneys' fees. Unless the Lot 52 Owner made emergency repairs without remitting a Repair Request to the Association or unless the Lot 52 Owner agrees in writing, any dispute regarding the work or the costs thereof, including the Repair Request or the Payment Demand, shall not be subject to the dispute resolution procedures set forth in **Article 5**.

3.3 Lot 52 Owner's Utility Repair Rights. If any lateral lines or equipment situated within the Private Well exclusively serving Lot 52 needs maintenance, prior to the commencement of any work by the Lot 52 Owner or its agents or contractors, the Lot 52 Owner shall notify the Association in writing identifying the type of repairs, the party performing the repairs, the estimated time of repair and the effect the work will have on access to and use of the Private Well. Depending on the nature of the work, the Association acting in a commercially reasonable manner may require that prior to the commencement of any work, appropriate liability insurance be procured naming the Association as an additional insured and that reasonable collateral be posted securing completion of the work and payment of labor and materials. All work shall be performed in compliance with all applicable laws and by contractors bonded and duly licensed by the State of California. Work, once commenced, shall be diligently pursued until completion. The Lot 52 Owner shall defend, indemnify and hold the Association harmless against any claims, liabilities, losses, liens and costs, including reasonable attorneys' fees, arising from the work. Notwithstanding the foregoing, in the event of an emergency which could result in injury to any person or material damage to property, the Lot 52 Owner may immediately commence appropriate work to address the emergency situation, secure the area and minimize the impact on the use of the Private Well.

3.4 Insurance. The Association shall maintain a policy of general liability insurance insuring against any liability for bodily injury or death to any Person or property damage from any act or occurrence within the Private Well. The policy shall name the Lot 52 Owner as an additional insured thereunder and shall include, if obtainable, cross liability or severability of interest coverage. The limits of such insurance (including the commercial general liability and any excess liability coverage) shall not be less than Two Million Dollars (\$2,000,000) combined single limit coverage. Such insurance shall include coverage against liability for owned, non-owned and hired automobiles and other liability or risk customarily covered with respect to projects similar in construction, location and use. The policy shall be primary and noncontributing with any other liability policy covering the same liability. The Association shall, within ten (10) days after written request from the Lot 52 Owner, provide the Lot 52 Owner with appropriate evidence that the insurance required is in full force and effect. Any notice of cancellation or material changes to the policy shall be provided by the issuing insurance company in accordance with the notice requirements in the policy. If cancelled, the Board shall replace the policy with a substantially equivalent policy.

ARTICLE 4 - Cost Allocation and Payment Procedures

4.1 Allocation of the Private Well Improvements Costs. The Private Well Improvement Costs shall be allocated between the Association and the Lot 52 Owner in accordance with the allocation methodology set forth in **Exhibit A** to this Agreement.

If Lot 52 is further subdivided and an association is formed to manage that subdivision, the association shall assume the rights and obligations of the Lot 52 Owner. That association shall: (i)

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include its allocable share of the Private Well Improvement Costs in its annual budget; (ii) be obligated to pay the Private Well Improvement Costs without regard to whether its members are delinquent in the payment of the assessment; and (iii) collect delinquent assessments from its members.

The purpose of this **Section 4.1** is to allocate the Private Well Improvements Costs in an equitable manner between the Parties based on the benefits received from and burdens imposed on the Private Well by each Development. If either Party feels the allocation should be readjusted to reflect an equitable cost-sharing arrangement, the Party shall notify the other Party in writing (the "Readjustment Request"). The Parties shall meet and negotiate in good faith regarding a readjustment within thirty (30) days of receipt of the Readjustment Request. If the Parties fail to reach an agreement within thirty (30) days of the initial meeting or if an Party refuses to meet, the matter shall be resolved in accordance with the procedures described in **Sections 5.3 and 5.4** in that order. Pending the effective date of any readjustment, the Private Well Improvement Costs shall be allocated based on the current allocation formula. The effective date of a readjustment shall be the date agreed upon by the Parties or as determined by the arbitrator, provided that the effective date may not be a date that is earlier than the date the non-requesting Party received the Readjustment Request. If the allocations are readjusted, an amendment to this Agreement shall be recorded in the records of the County of Napa, State of California, signed by the Parties certifying that the readjustment was duly approved by the Parties under the provisions of this **Section 4.1**.

No Party may make a Readjustment Request more than one time in a thirty-six (36) consecutive month period or within the twenty-four (24) months following the date of the issuance of an arbitration award.

4.2 Private Well Improvements Costs Budget. At least ninety (90) days before the end of each calendar year, the Association shall submit to the Lot 52 Owner the Private Well Improvement Costs Budget for the next calendar year containing an itemized statement of the estimated Private Well Improvement Costs for the next calendar year.

If the Lot 52 Owner disputes any of the information in the Private Well Improvements Costs Budget, the Lot 52 Owner may notify the Association of the dispute, its reasons therefor, and its election to have the dispute resolved in accordance with the procedures described in **Article 5** (the "Resolution Notice"). If the Lot 52 Owner fails to deliver the Resolution Notice to the Association within thirty (30) days after receipt of the Private Well Improvements Costs Budget, it shall be conclusively presumed that the information in the Private Well Improvements Costs Budget is accurate (subject to the reconciliation procedures described in **Section 4.6**) and acceptable and that the Lot 52 Owner waived its right to dispute the amount allocated to the Lot 52 Owner under the Private Well Improvements Costs Budget. If a Resolution Notice is delivered in a timely and proper manner, the dispute shall be resolved in accordance with the procedures described in **Article 5**. Pending resolution of any dispute, the Lot 52 Owner shall pay its share of the Private Well Improvements Costs based on the Private Well Improvements Costs Budget for the immediately preceding calendar year.

Failure to provide the Private Well Improvements Costs Budget shall not relieve the Lot 52 Owner of its obligation to pay its allocable share of the Private Well Improvements Costs. The payments due under **Section 4.3** shall be based on the Private Well Improvements Costs Budget for the immediately preceding calendar year.

4.3 Payment Procedure. Unless the Parties agree otherwise in writing, the Lot 52 Owner shall pay to the Association its share of the annual Private Well Improvements Costs on an annual basis prior to January 15th of each year commencing the year in which construction of Improvements on Lot 52 begins, which shall be prorated as appropriate for the year in which commencement begins. For

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example, if construction of Improvements on Lot 52 begins in April, the Lot 52 Owner will only be responsible for nine (9) months of Private Well Improvements Costs.

If payment is not made by January 15th, the payment shall be delinquent. If the payment is delinquent, the Association may recover all of the following: the reasonable costs incurred in collecting the delinquent payment, including reasonable attorneys' fees, a late charge not exceeding five percent (5%) of the delinquent payment, and interest on the delinquent payment at the rate of ten percent (10%) per annum or the maximum rate authorized by law, whichever is lesser, commencing thirty (30) days after the payment was due.

4.4 Payment Default and Remedies. If the Lot 52 Owner fails to pay its share of the Private Well Improvements Costs when due, the Association may bring an action in any court of appropriate jurisdiction against the Lot 52 Owner for breach of the obligation to pay its allocable share of the Private Well Improvements Costs and in such action shall be entitled to recover the amount due and any interest and late penalties accrued thereon as provided in **Section 4.3**, all costs of such action, and reasonable attorneys' fees.

4.5 Unanticipated Costs. If the Association incurs, or is reasonably expected to incur, any Private Well Improvements Costs not anticipated in the Private Well Improvements Costs Budget, the Association shall notify the Lot 52 Owner of the unanticipated Private Well Improvements Costs and the reasons therefore (the "Additional Cost Notice"). Any disputes regarding the Additional Cost Notice shall be resolved in accordance with this **Article 5**. Payment of the Lot 52 Owner's share of the unanticipated costs is due no later than forty-five (45) days after the Lot 52 Owner receives the Additional Cost Notice unless the Parties agree otherwise in writing or unless the matter has been submitted to the dispute resolution procedures in **Article 5**.

4.6 Reconciliation. Within one hundred twenty (120) days after the end of each calendar year, the Association shall deliver to the Lot 52 Owner a reconciliation of the actual payments received by the Association from the Lot 52 Owner against the Lot 52 Owner's allocable share of the actual operating expenses of the Private Well Improvements Costs incurred by the Association during the immediately preceding calendar year (the "Reconciliation Notice"). If the Lot 52 Owner paid more than its allocable share of the operating expense of the Private Well Improvements Costs incurred, the excess amount shall be credited immediately against any future payments due from the Lot 52 Owner until the excess amount is recouped in its entirety through the credit. If the Lot 52 Owner paid less than its actual allocable share of the operating expenses of the Private Well Improvements Costs, the deficient amount shall be paid no later than thirty (30) days after receipt of the Reconciliation Notice unless the Parties agree otherwise to an appropriate payment plan. If the Lot 52 Owner fails to make the payment within fifteen (15) days of the due date, the payment shall be delinquent and the Association shall have the same rights and remedies described in **Sections 4.3 and 4.4**.

4.7 Damage Responsibilities. Notwithstanding anything herein to the contrary, if either Party or any Occupant or Permittee thereof damages any Private Well Improvement, the responsible Party shall pay all costs to repair or replace the damaged Private Well Improvement.

4.8 Books and Records. The Association shall maintain books and records describing in commercially-reasonable detail all Private Well Improvements Costs, including invoices and other cost statements; and the Association shall be provided access to the books and records and the opportunity to copy same during regular business hours. Access and copy rights shall be granted to agents of the Lot 52 Owner no later than ten (10) business days after the Association has received written request for such access.

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5.1 Resolution Notice. Subject to the provisions of **Sections 3.2, 4.2 and 5.5**, if any dispute arises between the Parties regarding the rights or duties of the Parties under this Agreement, on request, either Party may submit a written request to the other Party to have the dispute resolved in accordance with the provisions of this **Article 5** (the "Resolution Notice").

5.2 Dispute Meeting. No later than twenty (20) business days following the receipt of the Resolution Notice by the other Party, agents of the Parties shall meet and negotiate in good faith to resolve the dispute within ten (10) days of date of the Resolution Notice. If a Party refuses or fails to meet for any reason or if the dispute cannot be resolved as a result of the meeting, the dispute shall be resolved in accordance with the procedures described in **Section 5.3 and/or 5.4** in that order.

5.3 Mediation. If the dispute cannot be resolved pursuant to **Section 5.2** within thirty (30) days of receipt of the Resolution Notice, the dispute shall be submitted to mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other entity offering mediation services that is acceptable to the Parties. Either Party may initiate the mediation procedures. No Person shall serve as a mediator in any dispute in which the Person has any financial or personal interest in the result of the mediation, except by the written consent of all Parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process. If either Party fails or refuses to participate in mediation for any reason, the other Party may commence binding arbitration as described in **Section 5.4**. The arbitrator shall take into account a Party's failure or refusal to mediate in awarding costs and attorneys' fees.

Within ten (10) days of the selection of the mediator, each Party shall submit a brief memorandum setting forth its position with regard to the issues that need to be resolved. The mediator shall have the right to schedule a pre-mediation conference, and all Parties shall attend unless otherwise agreed. The mediation shall be commenced within ten (10) days following the submittal of the memoranda and shall be concluded within fifteen (15) days from the commencement of the mediation unless the Parties mutually agree to extend the mediation period. The mediation shall be held in the County of Napa, State of California.

The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the Parties.

The mediation shall be subject to the provisions of Evidence Code sections 1115 through 1128, or any successor statutes thereto, except as the Parties may agree otherwise in writing or orally in accordance with the requirements of Evidence Code section 1118.

Persons other than the Parties, the representatives and the mediator may attend mediation sessions only with the permission of the Parties and the consent of the mediator. Confidential information disclosed to a mediator by the Parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in such capacity shall be confidential. There shall be no stenographic record of the mediation process.

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and

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the expenses of any witnesses, or the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties unless they agree otherwise.

5.4 Binding Arbitration. If the Parties cannot resolve the dispute pursuant to the procedures described in **Section 5.3**, either Party, at any time after the termination of the procedures described in **Section 5.3**, may commence binding arbitration under the American Arbitration Association or any other arbitration provider may be mutually acceptable to the Parties. The following rules and procedures shall apply in all cases unless the Parties agree otherwise:

- (i) the proceedings shall be heard in the County of Napa, State of California;
- (ii) any fee to initiate the arbitration shall be paid by the Party initiating the procedure, provided that the arbitration costs and fees, including any initiation fee, ultimately shall be borne as determined by the arbitrator;
- (iii) the arbitrator shall be appointed within sixty (60) days of the arbitrator's receipt of a written request to arbitrate the dispute. In selecting the arbitrator, the provisions of section 1297.121 of the Code of Civil Procedure shall apply. The arbitrator may be challenged for any of the grounds listed therein or in section 1297.124 of the Code of Civil Procedure;
- (iv) the arbitration shall be conducted in accordance with the commercial arbitration rules and procedures of the American Arbitration Association;
- (v) the arbitrator's statement of decision shall contain findings of fact and conclusions of law to the extent applicable, and the arbitrator's decision shall be rendered within thirty (30) days of the conclusion of the hearing;
- (vi) the arbitrator in his or her discretion may award costs and/or attorneys' fees to the Party that the arbitrator determines was the prevailing Party;
- (vii) the arbitrator may award all recognized remedies available in law or equity; and
- (viii) the arbitrator's decision shall be final and binding on the Parties unless corrected or vacated under the grounds authorized in Code of Civil Procedure section 1286.2 or 1286.6 or any successor statutes thereto.

The arbitrator's decision may be enforced in any court of competent jurisdiction.

5.5 Payment Obligation. Notwithstanding anything herein to the contrary, under no circumstances shall the Lot 52 Owner withhold payments due under this Agreement as a result of any dispute with the Association (other than any payment that is the subject of a dispute) or for any other reason unless authorized to do so by order of a court with appropriate jurisdiction or by the arbitrator selected under the provisions of **Section 5.4**. The Association retains without limitation the remedies set forth in **Section 4.4** in the event of any payment default without regard to any dispute between the Parties, including any dispute that has been submitted to binding arbitration unless the arbitrator issues an order to the contrary in writing. The intent of the foregoing is to eliminate the potential of a Party to use economic pressure to force an unfair settlement on the other Party.

ARTICLE 6 – Miscellaneous

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6.1 Term of Agreement. This Agreement shall be effective for a term of fifty (50) years from the date this Agreement is recorded in records of the County of Napa, State of California, after which time the term shall automatically be extended for successive ten-year periods unless on or before one hundred eighty (180) days prior to the commencement of any successive ten (10) year period either Party notifies the other Party of its election to terminate the Agreement. A termination of the Agreement shall not terminate the easements described in **Article 2**.

6.2 Board Authority. The Board shall have full right, power and authority to take all actions under this Agreement on behalf of the Association and the owners of Lots within the Hunter Development, including the right to approve any amendments, and the consent of the members shall not be required. No individual owner or owners of Lots within the Hunter Development shall have any right, power or authority to enforce any rights under the Agreement applicable to the Association; all such enforcement rights are reserved exclusively to the Association.

6.3 Notice. Each Party covenants to provide the other Party with a current address for purposes of receiving notices. Any notice or demand permitted or required herein shall be conclusively considered received by a Party when personally delivered to the other Party, or seventy-two (72) hours after the notice has been deposited in the United States mail, certified or a return receipt requested, postage-prepaid, and addressed to such address as that the Party has provided the other Party for purposes of receiving notice hereunder. If no address has been provided, notice shall be considered received ninety-six (96) hours after notice is posted in a conspicuous place on the Party's principal place of business and a copy mailed to the last known address of the Party.

Notwithstanding the prescribed method of delivery set forth above, actual receipt of written notice shall constitute notice given in accordance with this Agreement on the date received, unless receipt is deemed earlier in accordance with delivery made under one of the prescribed methods.

6.4 Mortgagee Protection. Nothing herein shall be interpreted to render invalid any deed of trust or mortgage on any property subject to this Agreement. No beneficiary under any such deed of trust or any purchaser at a foreclosure sale of such deed of trust shall be obligated to cure any of the payment defaults of the property's previous owner unless such obligation is expressly assumed in writing.

6.5 Attorneys' Fees. If any action is commenced regarding the rights or duties of the Parties hereto, the prevailing Party in such action shall be entitled to recover the costs of such action and reasonable attorneys' fees.

6.6 Recordation; Covenants Running with the Land and Equitable Servitudes. This Agreement shall be recorded in the records of the County of Napa, State of California. The easements, covenants, restrictions, rights and duties described herein shall constitute covenants running with the land under Civil Code section 1468 and equitable servitudes that benefit and bind the Hunter Development and Lot 52 Property and each Owner and successive owner thereto. Owners of any property bound by this Agreement shall be liable for any defaults under this Agreement only during the period the Owner held an ownership interest in the property and shall not be liable for any defaults committed by any predecessor or successor owner unless assumed in writing.

6.7 Amendments. This Agreement may be amended from time to time by written agreement by the Lot 52 Owner and the Private Well Parcel Owner. The amendment shall be effective when recorded in the records of the County of Napa, State of California, signed by authorized agents of each Party. Notwithstanding the foregoing, if Lot 52 is further subdivided and an association is formed to manage the subdivision, the Board of that association shall have the full right, power and authority to approve any amendments.

ATTACHMENT 2

DRAFT

6.8 Effective Date. This Agreement shall be effective as of the date this document is recorded in the records of the County of Napa, State of California.

LOT 52 OWNER:

WHITE FANG PROPERTIES, LLC,
a South Dakota limited liability company

By: _____
Name: _____
Title: _____

ASSOCIATION:

HUNTER HOMEOWNERS ASSOCIATION,
a California nonprofit mutual benefit corporation

By: _____
Name: _____
Title: _____

ATTACHMENT 2

DRAFT

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.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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 _____

ATTACHMENT 4

RWEQ-59650\2986807.4

August 22, 2025

DRAFT

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.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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 _____

ATTACHMENT 4

RWEQ-59650\2986807.4

August 22, 2025

DRAFT

EXHIBIT A – Allocation Methodology

The allocation of the Private Well Improvements Costs shall be based upon the acreage of Lot 52 and the Hunter Development.

Property	Acres	Private Well Improvements Allocation
Lot 52	3.13	18.5%
Hunter Development	13.77	81.5%
	16.9	100%

ATTACHMENT 4

DRAFT

SUBORDINATION

The undersigned, the beneficiary under the deed of trust recorded on **[CONFIRM]** _____, as Document No. _____ in the records of the County of Napa, State of California (the "Deed of Trust"), executed by _____, a _____, as Trustor, hereby subordinates the Deed of Trust to the foregoing Hunter Grant of Well Easement and Maintenance Agreement (the "Agreement") so that for all purposes the Agreement shall be deemed executed and recorded prior to the execution and recordation of the Deed of Trust.

Dated: _____

BENEFICIARY:

By: _____
Name: _____
Its: _____

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.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, 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 _____

ATTACHMENT 4

Summary report: Litera Compare for Word 11.10.1.2 Document comparison done on 4/29/2025 3:14:53 PM	
Style name: MSR CID	
Intelligent Table Comparison: Active	
Original DMS: iw://aws-dms02.msrllegal.com/IMANAGE/2986807/4	
Modified DMS: iw://aws-dms02.msrllegal.com/IMANAGE/2986807/5	
Changes:	
Add	0
~~Delete~~	5
~~Move From~~	0
~~Move To~~	0
~~Table Insert~~	0
~~Table Delete~~	0
~~Table moves to~~	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	5

ATTACHMENT 4

From: [Tracy Jonelis](#)
To: [Public Comment](#)
Subject: NO to Hunter Subdivision Project
Date: Saturday, August 23, 2025 10:53:59 AM

To the Saint Helena City Council

Re: Hunter Subdivision Project

We respectfully ask Saint Helena City Council:
Please:

(1) NOT recommend approval of the Hunter Subdivision Project agreement because it does not properly address the scope of the project or the actual impact it will have on the safety of the community and the environment; and (2) NOT approve the tentative subdivision map for the same reasons.

The Hunter subdivision project has long term negative impacts to the St. Helena community.

- the excessive size and density of the project;
- extreme lack of evacuation in an emergency;
- increased traffic, which will be impossible to mitigate; negatively impacting the safety of the existing community.
- project will use an excessive amount of water during times of drought and fire, when Saint Helena is already struggling with water scarcity and safety and imposed water restrictions for current residents.
- claiming the project will use only groundwater is deceptive, since ground water is a shared resource for the entire geologic area; and climate change will continue to depleted the aquifer and the project will eventually need Saint Helena's water supply.
- elimination of open space, which is essential for quality of life in Saint Helena.

Thank you.

Frank and Tracy Jonelis

From: [Tishna Pastrama](#)
To: [Public Comment](#)
Subject: Opposition to Hunter Project
Date: Saturday, August 23, 2025 6:04:43 PM

Gabriel and Tishna Pastrama
1375 Grove Court
St. Helena, CA 94574

City Council of St. Helena
1480 Main Street
St. Helena, CA 94574

Re: Opposition to Hunter Affordable Housing Agreement and Final Subdivision Map

Dear Mayor and Councilmembers,

As longtime residents of St. Helena, we care deeply about our town and the people who call it home. We are writing together to strongly oppose the approval of the Hunter affordable housing agreement, the final subdivision map, and related agreements scheduled for discussion at the upcoming Council meeting.

From our perspective, the so-called “affordable housing” component does not ring true. It feels like a gesture on paper rather than a genuine effort to provide housing that families in our community can actually access. The continued lack of transparency and clarity around **Lot 52** is particularly troubling. When intentions are not disclosed openly, trust is broken—and right now, there is no clear, trustworthy plan being put forward.

We are also deeply concerned by the way this has been handled procedurally. By adding this item to the agenda with so little notice, it feels as though the public was deliberately kept in the dark. That is not how decisions that impact the future of our town should be made. St. Helena deserves open dialogue, advance notice, and respect for its residents’ right to participate fully.

Beyond these issues, we must also consider the **impact of a project of this magnitude on our city’s infrastructure and public health**. Just this month, the City of St. Helena sent residents a letter concerning the **poor quality of our existing water supply** and warning of the potential for **cancer-causing elements** in it. To approve a major development that would significantly increase water demand while knowing that our system is already compromised is both irresponsible and

dangerous. Our community deserves clean, safe and *affordable* water before any additional burdens are placed on an already strained system.

We urge you, as leaders of our city, to require more from the developers before moving forward:

1. A clear, binding, and enforceable plan for true affordability.
2. Full disclosure of intentions for Lot 52 and any other parcels involved.
3. A comprehensive evaluation of the project's impact on **our water system, infrastructure, and public health**, taking into account the City's own recent water quality warning letter.
4. Adequate notice and opportunity for the community to review and comment before any decision is finalized.

We love St. Helena, and we want to see it grow in ways that are fair, transparent, and supportive of the people who live and work here. Approving this agreement as it currently stands would not only shortchange our community but also place serious and unnecessary risks on the health, safety, and quality of life of its residents.

Thank you for your time and for listening to the voices of those who care so deeply about our town's future.

With respect,

Tishna & Gabe Pastrama

From: [Kathleen Guneratne](#)
To: [Public Comment](#)
Subject: Opposition to Hunter Affordable Housing Agreement and Subdivision Map
Date: Monday, August 25, 2025 1:16:36 PM

Subject: Opposition to Hunter Affordable Housing Agreement and Subdivision Map

Dear Mayor and Members of the City Council,

On behalf of **St. Helena Citizens for a Sustainable Future**, I am writing in opposition to the proposed approval of the Hunter affordable housing agreement, subdivision map, and related agreements scheduled for consideration at the August 26, 2025 council meeting. We did not realize that this item was on Tuesday's agenda.

While the project is presented as including an "affordable housing" component, the details make clear that this is in name only. The agreement does not actually create housing that is accessible to low-income residents of St. Helena. Instead:

- The multifamily units can be sold rather than rented, meaning there is no guarantee of long-term affordability.
- Only **7 units** are restricted to households earning up to **100% of the Area Median Income (currently \$146,700)**, which is far out of reach for most working families in our community.
- An additional **8 units** are labeled "moderate income," but even those are capped at **120% of AMI**, which again does not meet the needs of local workers, seniors, or young families struggling with St. Helena's high cost of living.

This structure falls far short of the city's obligation to provide housing opportunities that genuinely meet community needs. It also undermines the intent of affordable housing policies by creating the appearance of compliance without delivering real affordability.

Further, the developer has still failed to disclose clear plans for **Lot 52**, leaving the public in the dark about its intended use. Proceeding without transparency on this issue would be irresponsible and premature.

For these reasons, we respectfully urge the Council to reject the current agreement and subdivision map. Our community deserves real solutions to our housing challenges, not developments that label units "affordable" while pricing out the very residents they are supposed to serve.

Thank you for considering these concerns.

Sincerely,
 Kathleen Guneratne on behalf of
 St. Helena Citizens for a Sustainable Future

From: [Sherri Kelly](#)
To: [Public Comment](#)
Subject: item 11.1 for 8.26.25 NO on the Hunter Subdivision Project
Date: Monday, August 25, 2025 12:10:43 PM

To members of the St. Helena City Council
and members of the St. Helena Planning Commission,

I have lived on Meadowcreek Circle in St. Helena since 2003.

Many concerns have been raised for over a decade regarding approval of the proposed Hunter Subdivision Project. **I strongly urge the St. Helena City Council to stop all further consideration of the Hunter Subdivision (as proposed) due to dangers to St. Helena community health and safety, non-production of affordable housing under the Hunter Project proposal, and the lack of availability of quality drinking water for an additional 80+ homes within St. Helena city limits.**

The Hunter Project: a Danger to Community Safety

Page 13 of the October 2022 Public Review Draft, City of St. Helena Zoning Code Update states "The purpose of this Zoning Code is to: "Protect and promote the **public health, safety**, peace, comfort, and general welfare; Encourage **orderly, compatible** and beneficial uses of land; **Minimize conflicts which might result from incompatible and inappropriate land** uses...."

The purpose of the CEQA EIR development process is to further those land use goals. However, based on examples below, it seems the core intent of the Hunter EIR development CEQA process has been improperly manipulated to further the financial goals of the Hunter Project developers, while completely discounting the safety of the current Saint Helena community and future residents in proximity to the Hunter Project.

It should be also noted that Page 9 of the Planning Commission Report for November 1, 2022 on file number PL10-040 and TM 2022-001 regarding the Hunter Subdivision Map cites Government Code Section 65589.5 (j)(1) in providing that "...the City may only deny the project if it finds, based on written findings supported by a preponderance of the evidence in the record that one of the following conditions exist...2. **The housing development project would have a specific, adverse impact upon the public health or safety** unless the project is disapproved or approved upon the condition that the project be developed at a lower density." As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct impact on safety standards, policies, or conditions as they existed on the date the application was deemed complete. The conditions I outline below are both current and historic; no substantial changes have occurred that would mitigate them.

Traffic Issues and Lack of Adequate Emergency Egress

Section 3.14-4, page of the EIR states "Would the proposed project result in inadequate emergency access? This is a less than-significant impact." The facts of current and past traffic

problems and past traffic studies in the immediate area of the proposed Hunter Project do not support this finding. Mock emergency evacuation drills, such as the one in August 2021 cited in Master Response 1 (Planning Commission Report page 1446) are not an accurate model of an emergency evacuation of the entire St. Helena area east of Main Street. There are now and have historically existed significant, direct and quantifiable traffic and congestion issues in the neighborhoods proximate to the proposed Hunter Project. The Hunter EIR findings are inadequate and unrealistically dismissive to negative impacts on public safety in St. Helena should the project be built as proposed. The dismissive response to the public safety needs of the community and the inadequacy of the Hunter EIR is substantiated by the fact that no revisions were made in EIR Section 3.1 Transportation and Circulation, in spite of numerous traffic and evacuation safety concerns posted by community members during the public comment period on the Hunter DEIR.

Section 3.14-5 of the EIR states “Under Cumulative conditions, would the proposed project conflict or be inconsistent with CEQA Guidelines section 15064.3(b)? This is considered a significant impact. No mitigation measures available.” My understanding is that CEQA section 15064.3(b) pertains to potential negative traffic impacts. **On page 3.15-5 the authors of the EIR thus acknowledge the project will exacerbate traffic problems in the immediate vicinity and there are no mitigating actions possible.**

The developers of the EIR document have completely dismissed the existing traffic issues in the developed areas adjacent to the proposed Hunter project -- Hunt Avenue/Hunt's Grove/Meadowcreek Circle/Starr Avenue. Simply saying there is nothing that can be done to mitigate a problem doesn't make it go away, or make it better. Observational evidence of conditions in the area around the proposed Hunter Project indicate that **adding 80+ households to the area, without developing additional paths of emergency egress in addition to the roadways proposed by Hunter, will create immediate and negative impacts on emergency access and the ability to safely evacuate the area.**

According to the EIR section 2-23, “Development of the Project site would require the extension of Adams Street and Starr Avenue onto the Project site to provide two points of ingress and egress...” **Further increasing the density of the adjacent neighborhood housing will directly endanger current residents, as well as any future residents of the proposed Hunter project, if a sudden emergency evacuation is necessary, given the few points of exit (Pope Street bridge, Main Street) from the area.** Responsible addition of 80+ households to this area must require development of *several* additional entry and exit points; the two cited in the EIR are not sufficient to safely evacuate the planned Hunter development. In addition, due to prior **land use agreements made by the City of St. Helena**, it is highly questionable whether there will ever be a bridge built crossing the river at the intersection of

Adams Street and Silverado Trail.

The EIR cites the historic frequency of local natural disasters in the form of floods "...1973, 1978, 1982, 1983, 1986, 1995, 1997, 1998 and 2005 (page 3.9-5)" and wildfires "...in August 2020 there were a number of wildfires including the LNU Lightning Complex Fire and the Glass Fire that burned large areas of Napa County including a small portion of the Project site (page ES-4)." Wildfire natural disasters have become a familiar annual routine in Napa County—we are in the midst of the Pickett Fire as I write this.

The fragile and limited points of egress on the east side of St. Helena have had a history of creating crisis situations as a result of our frequent natural disasters, such as the landslide blockage of Silverado Trail in October 2021. The findings of the Hunter EIR indicate a dismissive and inadequate assessment of existing emergency evaluation problems in the area surrounding the proposed development. Another example of the inadequacy of the EIR is that the recommendations of the California State Department of Transportation on the development of safe evacuation routes (Evacuation Route Guidance, Design Information Bulletin 93, dated 12/23/20) are not being followed in the plans for the Hunter Project.

Which entity, the City or the Hunter project developers, will be legally and financially responsible for any future loss of health, life or property resulting from a faulty evacuation from the area surrounding the proposed Hunter Project?

Danger from Earthquake/Flooding Resulting from Development

The following is based on a review of the DEIR documents for the Hunter Project. The DEIR states "The following policies from the City of St. Helena 2019 General Plan, Public Health and Safety element are relevant to geology, soils, and seismicity issues in the Project site. Policy PS3.1: ***Minimize risk of injury, loss of life and property damage from seismically induced and other known geologic hazards*** (page 3.6-18)."

Page 3.6-22 of the DEIR points out a substantial problem: "It is not acceptable to place compacted, engineered fill (designed to support future development) on the Hunter Parcel without first over excavating and recompact the existing weak surface layer, due to the anticipated settlement of the weak soil layer as a result of the loads imposed by the new fill, as well as future building loads. Settlement of the weak soil layer, if left in place beneath the recently placed compacted fill, could lead to damage to new residential structures, streets, utilities, and concrete flatwork supported over the weak soil layer."

Due to the potential for liquefaction and/or settlement of weak soils, the Proposed Project could potentially expose residences to significant impacts from a major earthquake. The DEIR clearly states this is considered a significant impact.

Another safety issue is levee surrounding the Hunter property. It is well known that local news media has reported past correspondence between the City of St. Helena and the Army Corps of Engineers questioning whether the levee was constructed according to accepted engineering and safety standards. As one citizen brought up during public comments at the

City Council meeting of 9/14/21, no one -- City of St. Helena staff or the Hunter developer--will answer simple questions in a public meeting regarding which entity, the City or the developer, will take responsibility for possible future damage to health, life or property if the levee protecting the Hunter property should be damaged. Was the levee built to current engineering and safety standards? No one seems to want to answer that question affirmatively, with supporting documentation.

Fortunately, page 3.9-12 of the DEIR provides us with a response on this issue: "Where the levee may be overtopped or in a 200+ year flood event, Proposed Project residents would have ample warning to evacuate prior to flooding. Based on a comparison of the base flood elevation to proposed lot pad elevations, flooding of Proposed Project lots would range between 0 and 5 feet in depth, with the deepest flooding occurring on the northern part of the Project site. ***This level of flooding would leave upper floors of residences available for refuge. Because of this, the risks from a 200+ year flood and/or levee failure are limited to property damage rather than risk of life. As previously indicated, this would be an impact of the pre-existing environment on the Proposed Project rather than the Proposed Project's impact on the environment.***"

Where is the mitigation or measures to protect public safety in this strategy? I remind the reader how readily disease vectors are spread via flood waters, and how toxic mold can grow for years in a structure damaged by a flood. In section 3.9-12, the Hunter project developers are clearly stating "The danger from the levee is just a pre-existing condition of this property, we won't take any responsibility for the outcome, we're going to move forward with this project no matter who is endangered, and the City of St. Helena will be left to deal with the legal and financial consequences." **How about not building the proposed project in such an unsafe location?** I wouldn't buy any residence under the unsafe circumstances proposed for the Hunter project, but that's just my personal perspective. I'm simply not interested in being trapped in my home's second story while unsanitary flood waters circulate through the lower story.

I'm wondering which entity, the City or the Hunter project developers, will be legally and financially responsible for any future loss of health, life or property resulting from a levee break or earthquake damage at the location of the proposed Hunter project?

The Hunter Project: No Actual Affordable Housing Created

The Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants for the Hunter Subdivision **doesn't actually provide the St. Helena community with any substantial affordable housing, which is our most desperate need.** If the developer sells the multifamily units instead of renting them, the Agreement limits to seven units restricted to 100% of the area median income, which is \$146,700 and 8 moderate income units limited at 120% of the median income or \$176,040. The inappropriately high income limits for the "affordable" housing in the proposal are because the high ratio of wealthy residents skews the average income in St. Helena upwards, which works to the financial advantage of the developer. Thus, the housing provided by the Hunter Project, as proposed, will not in any way provide for our low-income St. Helena residents or workforce. In addition, there are no additional details about Lot 52, which the developer has stated will be apartments. I'm wondering why the City of St. Helena is spending so much time, effort and resources to

consider a project providing no housing for our low income residents and workforce.

The Hunter Project: Past and Current Lack of Quality Water in St Helena

It is common knowledge, and documented in many City communications, that tap water flowing into homes all over St. Helena has often been brown in color over the last five years. According to public information from the St. Helena City government, expensive upgrades will be necessary to provide adequate water service to existing customers of the St. Helena City water enterprise. In addition, past City of St. Helena leadership has made binding water supply decisions which have worsened water shortages. Many City water customers have incurred unaffordable fines for their water use, and my understanding is that St. Helena has the most expensive municipal water west of the Rockies. I'm sure any future residents of the Hunter Subdivision would not enjoy sharing in the expensive and terrible quality water currently supplied by the City of St. Helena.

Issues with the quality of St. Helena City water and malfunctions at the City water treatment plant, as documented by City correspondence and local news media, have become an epic saga. The City's difficulties in ensuring a quality water supply must be overwhelming, judging by the lack of substantial improvement in the situation over the last five years, despite hundreds of thousands of dollars spent on mitigation strategies. In reference to the St. Helena 2010 Water Supply Plan, the Hunter DEIR (page 3.13-10) clearly states "...water supplies under both the Likely Buildout Scenario and the Full Buildout Scenario would not be sufficient to meet demands during all [water supply] scenarios."

Given these circumstances, how can the City or the developer warrant to any future Hunter Project residents that there will be a sufficient supply of good quality water to supply their residences? The current inability of the City of St. Helena to provide quality water indicates that the addition of any further housing units must wait until the ENTIRE water delivery infrastructure is upgraded and supplying quality water for a substantial period of time. Which entity, the City or the Hunter project developers, will be legally and financially responsible for any future injury to health, life or property resulting from the worsening of City of St. Helena water supply/quality issues, exacerbated by addition of 80+ households in the proposed Hunter project?

The Hunter Project is a "No Go" due to dangerous and incomplete planning.

It seems to me that the answer regarding the highest and best use of the Hunter property can be found on page ES-17 of the DEIR: "Of the alternatives evaluated above, Alternative 2, the Park Preserve alternative [eg. maintaining the land as a nature preserve] is the environmentally superior alternative." Taken as a whole, this solution is the way forward to responsibly ensure sustained health and safety for current and future residents of St. Helena. Just don't build it.

Best regards,

Sherri Kelly
1192 Meadowcreek Circle

From: [fi](#)
To: [Public Comment](#)
Subject: Hunter Subdivision Project
Date: Monday, August 25, 2025 9:44:33 PM

Hunter Subdivision Project

It's clear that you are again trying to put a fast one over us citizens by slipping this horrible thing into a meeting that was essentially kept quiet.
We are watching you and will hold you accountable for this outrage.

I ask Saint Helena City Council:
Please:

(1) NOT recommend approval of the Hunter Subdivision Project agreement because it does not properly address the scope of the project or the actual impact it will have on the safety of the community and the environment; and (2) NOT approve the tentative subdivision map for the same reasons.

The Hunter subdivision project has long term negative impacts to the St. Helena community.

- the excessive size and density of the project;
- extreme lack of evacuation in an emergency;
- increased traffic, which will be impossible to mitigate; negatively impacting the safety of the existing community.
- project will use an excessive amount of water during times of drought and fire, when Saint Helena is already struggling with water scarcity and safety and imposed water restrictions for current residents.
- claiming the project will use only groundwater is deceptive, since ground water is a shared resource for the entire geologic area; and climate change will continue to depleted the aquifer and the project will eventually need Saint Helena's water supply.
- elimination of open space, which is essential for quality of life in Saint Helena.

Thank you.

Frank Jonelis
708 Hunt Ave

From: [Monique Olivier](#)
To: [Public Comment](#)
Subject: 8/26/25 Meeting: Opposition to Hunter Project
Date: Monday, August 25, 2025 5:16:50 PM

Dear Mayor Dohring and Members of the City Council,

I am writing to urge the City Council to deny approval of the Hunter Project's final subdivision map and so-called "affordable" housing agreement set to be heard at the August 26, 2025 council meeting.

First, inadequate notice was given about this agenda item. This item should be tabled and considered at a future meeting after adequate notice, an opportunity to review, and public comment. The materials include over 200 pages of mostly legal documents that require careful review and consideration. Upon initial review, these documents are also incomplete. For example, there does not appear to be an agreed upon list of public improvements the developer will undertake. This is a significant issue affecting all St. Helena residents. It is a proposal for a massive housing development in the middle of St. Helena with significant safety, environmental and community impacts. Adding it to the agenda only a week in advance for a Tuesday in late August, buried beneath several other items, indicates, once again, that the developer and St. Helena are attempting to push through this project without adequate notice and process to its residents.

Second, this project does not, under any reasonable definition, have an "affordable housing" component. Only a small handful of units are restricted to households earning up to 100% of the Area Median Income (currently \$146,700), which is far out of reach for most working families in our community. An additional 8 units are labeled "moderate income," but those are capped at 120% of AMI, which again does not meet the needs of St. Helena residents struggling with St. Helena's high cost of living. The city continues to fail to meet its duty to provide housing opportunities that genuinely meet community needs.

Third, the developer continues to refuse to disclose clear plans for Lot 52 on the map. The city and its residents must have a full understanding of exactly the scope of this project.

Fourth, the city is not obligated by the state to approve this poorly conceived housing project. The developer and certain members of city management have been suggesting that the city is obligated to approve the Hunter Project or put the housing element at risk. This is nothing more than fearmongering. This city has a responsibility to develop sane housing policies that provide actual, affordable housing for the city. The Hunter Project has always been, and continues to be, one developer's interest in using a parcel that presents extreme safety risks with respect to flooding and other environmental factors to overbuild unaffordable homes and destroy the character of this city.

Fifth, there is ongoing litigation related to this project. It is fiscally irresponsible to agree to move forward with this project when litigation remains pending and an appeal will proceed. Again, the developer is attempting to make an end-run around the legal process for their own profit, rather than doing what is best for our community.

Please reject this proposal outright or table it for future consideration and require the developer to put forward a complete plan that adequately addresses all aspects of the project honestly and fairly, and provides actual affordable housing for city residents.

Sincerely,

Monique Olivier

1390 Grove Court

St Helena CA

From: [Liz Alderman](#)
To: [Public Comment](#)
Cc: [Ben Alderman](#)
Subject: Opposition to Hunter Project
Date: Tuesday, August 26, 2025 2:21:29 PM

Dear Mayor and Councilmembers,

Although we are relatively recent arrivals to St Helena, my family is completely invested in this wonderful community. We have chosen to raise our children here so that they can benefit from the exceptional public schools and access to abundant enrichment opportunities. I want more working families to have access to these resources and I am very concerned with sustainable development. **I strongly oppose approval of the Hunter affordable housing agreement, final subdivision map, and related agreements.** The affordable housing component appears inadequate and does not meet our community's needs. The multifamily units can be sold rather than rented, meaning no guarantee of long-term affordability. **Only a handful of units are restricted to households that earn currently \$146,700 which is far out of reach for working families in our community. This is not affordable housing.** The developer's intentions for Lot 52 remain unclear and raise serious concerns. Please do not approve this project as currently proposed. Our community deserves a transparent, genuine commitment to affordable housing and responsible development.

Regards,
Elisabeth Alderman

Meadowcreek Neighborhood

From: [Sandra Lowry](#)
To: [Public Comment](#)
Subject: Proposed Hunter Development
Date: Tuesday, August 26, 2025 2:09:12 PM

My husband and I moved here in 1997. I have personally been involved in various community organizations as a volunteer. I have been a member of St. Helena Citizens for a Sustainable Future since its beginning. It is time I spoke up again.

As fires rage nearby, I am very concerned with sustainable development. **I strongly oppose approval of the Hunter affordable housing agreement, final subdivision map, and related agreements.** The affordable housing component appears inadequate and does not meet our community's needs. The multifamily units can be sold rather than rented, meaning no guarantee of long-term affordability. **Only a handful of units are restricted to households that earn currently \$146,700 which is far out of reach for working families in our community. This is not affordable housing.** The developer's intentions for Lot 52 remain unclear and raise serious concerns.

Please do not approve this project as currently proposed. Our community deserves a transparent, genuine commitment to affordable housing and responsible development.

Sincerely,

Sandra B. Lowry

1175 Starr Ave., SH

From: [fi](#)
To: [Public Comment](#)
Subject: Hunter Project
Date: Tuesday, August 26, 2025 4:30:41 PM

Who was bribed or influenced when this totally corrupt project was "approved" back in the day?

Who is being influenced or bribed now, and is trying to get this inappropriate, corrupt project approved by slipping in the vote at the last minute so nobody would notice?

This time, we are all cooperating, watching and investigating every move.

Whoever is benefitting from this corruption, and it's not the citizens of Saint Helena, is going to be discovered and exposed.

It's now 2025, not like back in the day.

The Hunter Project

The Hunter Project is like Rasputin. It refuses to die.

The City of **Saint Helena** never should have originally approved consideration of this project, but seems to have been scammed or otherwise influenced to start the process long ago.

The project is extremely dense, not in character with the surrounding area.

It will use a huge amount of water, no matter what the developers try to say.

Simply look at the thing. Will it really have as little impact as the developers claim? Do we have enough water for **Saint Helena** now, even without the water suck the Hunter Project will cause? Of course not.

Will the Hunter Project pave over or otherwise cover ground that now absorbs water into the aquifer? Yes, it will.

Will it displace and affect wildlife? Of course.

Is the Hunter Project in a flood zone, even though taxpayers were scammed into providing it with its own, private levee? Yes, it is.

California and the Napa Valley alternate between drought and flood. It has always been that way, and it is getting worse,

as we all can see. The droughts are getting worse, and the floods, when they come, which they will, will be worse.

The Hunter Project will add more cars and traffic noise to a formerly quiet part of town. No matter how the developers claim it won't, anyone with a brain knows it will.

Traffic; noise; air pollution; increased waste and sewage; increased use of water; increased runoff; decreased charging of the aquifer; sitting in a flood zone; ...

How many more excuses and meetings are there going to be to try to justify a monstrosity project that never should have been considered in the first place?

It is time to end the Hunter Project once and for all. Show that you actually care more about the quality of life in Saint Helena than you care about making the owners of the Hunter Project rich.

Thank you.

Frank Jonelis, Saint Helena

gdkistner@comcast.net

To: publiccomment@cityofstheleena.gov
Subject: Hunter Affordable housing

Dear Mayor and Council Members,

Several months ago you considered the Hunter Project located north Vineyard Valley inside of the leavy. You completely ignored the cities Inclusionary Housing Ordinance. It appears that you will continue to do that.

The multi family units can be sold. The plan creates the appearance of affordable housing but does not deliver it.

As fire rages near us, We the residents in Vineyard Valley, Hunts Grove, Starr Ave. and Hunts Street will be desperately trying to evacuate due to the situation you all created. Evacuation will be very difficult if not imposs

Please deny approval of the Hunter Project.

Priscilla Bell *Gabe H. Kistner*



Agenda Report to the City Council

Agenda Section: OLD BUSINESS

Department: Public Works

DATE:	August 26, 2025
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Request for Authorization to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project.
RECOMMENDED ACTION:	To adopt the Resolution Authorizing the Public Works Department to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project (CIP R18-81).
PREVIOUS COUNCIL ACTION:	Council re-approved this project with the adoption of the Five-Year CIP on May 27, 2025.
STATEMENT OF THE PURPOSE:	Consideration and possible approval of Resolution Authorizing the Public Works Department to Publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project (R18-81).
FINANCIAL IMPACT:	Approval of the Resolution will result in an expenditure estimated at \$1.8M of which \$1.2M will be provided by OBAG3 grant funding. Match funding in the amount of about \$600,000 to be provided by a combination of Measure T/U and TFCA program funds.

BACKGROUND:

The Main Street St. Helena Pedestrian Improvements Project (R18-81) was originally approved by Council in 2018 with the adoption of the 2018 Capital Improvement Plan (CIP). The Council re-approved this project with the adoption of the Five-Year CIP on May 27, 2025. Metropolitan Transportation Commission (MTC), on January 11, 2023, issued Resolution 4505 which authorized OBAG Grant funding to the project. Caltrans issued the NEPA certification on April 24, 2021. Caltrans' approval of the project design is nearly complete, and Public Works anticipates that Caltrans will issue the Authorization to Proceed (aka the "E76") later this month.

DISCUSSION:

The project will replace sidewalks on Main Street between Pine Street and Adams Street. Public Works seeks to complete the project by December 31, 2025 and is seeking Council approval to advertise the project in advance of Caltrans approval. With Council approval, it will allow Public Works to advertise the project as soon as Caltrans approval (E76) is received. Public Works consulted with Caltrans Local Assistance and received guidance for seeking Council authorization in advance of E76 issuance. Public Works has incorporated this guidance into the attached resolution. Actual publication

would occur after the E76 is issued in accordance with the funding rules for the OBAG program.

As discussed at the August 12, 2025 City Council meeting, it was reinforced that that some details of the project are of particular interest to the public. Over the last 3 years, Staff have worked with our consultant and Caltrans to address these issues. A summary of these changes are discussed below.

Trees

All street trees within the project area will be replaced. Replacement tree species are "Trident Maple", "New Frontier Elm" and "City Sprite Zelkova". Staff wish to highlight that Chinese Pistache was removed from the species list following public comments received during development of the Phase 1b Paver Replacement Project (i.e. on Main St. between Adams St and Pope Street) completed in 2024. Staff have retained the "15 gallon" specification but the City is not bound to this specification by the OBAG program. More mature trees (i.e. 24" box) can be provided at the Council's direction. More mature trees carry a premium price. However, staff is aware that achieving a more mature streetscape immediately is a priority of the community and defers to Council.

Sewer Laterals

The City is aware of 5 private sewer laterals within the project area. All these laterals were inspected by the City and found to be at the end of their service life. The City wishes to preserve the new sidewalk for as long as possible so all sewer laterals within the project area will be replaced as a part of the project. This work will be performed at no cost to the owners of the laterals. Property owners will retain ownership and maintenance responsibility of the full length of the sewer lateral serving their property.

In the Phase 1a work area, private sewer laterals to the following addresses will be replaced as part of the project:

- Former City Hall – 1480 Main Street – APN 009-211-016
- Rianda House – 1475 Main Street – APN 009-223-002
- Wydown Hotel – 1420 Main Street – APN 009-211-005
- (unnamed) – 1414 Main Street – APN 009-211-010
- Chevron Station – 1400 Main Street – APN 009-211-009

The City's water main is located outside of the project area and at minimal risk. Water service lines and meters will be preserved in place. Only minor adjustment to meter box lids is anticipated. City Staff have not identified any private water services lines at the end of their service life. No water service line replacements are planned nor are they anticipated to affect the work. In the event that construction activities damage a water service (e.g. meter box, meter, service lines, etc.), it will be repaired or replaced as directed by the City Engineer.

When work is complete, the City will impose a moratorium on excavation within the work area for a period of five years. This will limit the potential for "patchwork" repairs. In the event that emergency work must be performed, Public Works will require enhanced surface restoration (the addition of "lamp black" for color, full-width surface restoration, etc.) to preserve a consistent and professional appearance to the new work.

ENVIRONMENTAL REVIEW:

Caltrans issued the NEPA certification for the project on April 24, 2021. Project is exempt from CEQA under Sections 15301 (Existing Facilities) and 15302 (Replacement or Reconstruction).

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

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

DOCUMENTS ATTACHMENTS:

[R18-81 CIP Sheet
Resolution](#)

Downtown Sidewalk Improvements

Project No: R18-81
Category Streets
Project Location: St. Helena, CA 94574
Responsible Department: Public Works



EXPENDITURE ACCOUNTS: 741-5014-**STATUS:** Continuing**PRIORITY:** High**PROJECT PURPOSE & DESCRIPTION:**

This project, funded through a combination of the One Bay Area Grant (OBAG) III program and local funding sources, is designed to improve pedestrian safety, accessibility, and overall streetscape aesthetics along Main Street, between Mitchell Drive and Pine Street. The project will enhance mobility for all users, particularly those with disabilities, while also integrating traffic-calming measures to improve overall road safety.

Planned Improvements Include:

- Reconstruction of approximately 3,609 linear feet of sidewalk to meet modern safety standards.
- Installation of 17 ADA-compliant curb ramps to ensure accessibility for all pedestrians.
- Implementation of traffic-calming features, such as enhanced crosswalks and curb extensions, to promote safer pedestrian crossings.
- Integration of streetscape improvements, including improved lighting and street furniture where applicable.

The project will be implemented in multiple phases:

- Phase 1A (Pine Street to Adams Street) - Scheduled for construction in FY2025 with completion expected by FY2026.
- Phase 1B (Adams Street to Mitchell Drive) - Design is planned for FY2024, with construction subject to funding availability.
- Future Phases (II & III) - Expected to be implemented over the next five years, contingent on securing additional funding.

PROJECT NOTES:

- Resolution 2018-176 authorized a Professional Services Agreement (PSA) with BKF Engineers for \$529,000, later increased by \$234,000 for additional design work, funded through FY2020 SB1 and Gas Tax allocations.
- City Council Update (January 28, 2020) – Revised cost estimates:
 - Phase I: Estimated at \$3.6 million (partially funded). Initial estimates included a \$1.4 million loan from the General Fund (pre-COVID-19), with discussions around securing a short-term capital loan.
 - Phase II: Estimated at \$3.1 million (currently unfunded).
 - Phase III: Estimated at \$8.4 million (currently unfunded).
- FY21 – Reallocated \$100,000 from Project R19-04 to R18-81 to optimize available funding.
- FY23 – Secured funding for Phase II & III design work. However, implementation is anticipated to be five years out, pending additional funding.
- FY24 – Budget includes:
 - Phase 1A (Pine to Adams) – Design and construction.
 - Phase 1B (Adams to Mitchell) – Design phase initiated.
- FY24 Resolutions:
 - Reso 2023-26 (March 28, 2023) and Reso 2023-87 (July 25, 2023) approved additional design funding.
 - Reso 2023-126 (September 12, 2023) corrected previous funding allocations and finalized the total design budget.
- FY25 - Anticipated Milestones:
 - Bid solicitation (Q2-Q3 FY2025) – Subject to Caltrans approval.
 - Creation of CIP No. R25-81 following Reso 2024-088 (June 11, 2024), which authorized bidding for Phase 1B paver repair project.
- FY26 - anticipate construction bid award FY26Q1 w/ construction FY26Q1-Q2

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design	1,098,941							1,098,941
3130 - Land & Easements		25,000						25,000
3140 - Legal Services		2,314						2,314
3150 - Construction Management	2,500	75,000	75,000					152,500
3160 - Construction Contract		1,397,000	750,000					2,147,000
3170 - Contingency		75,000	75,000					150,000
3180 - CIP Overheads	2,522							2,522
EXPENDITURE TOTALS	1,103,963	1,574,314	900,000					3,578,277
FUNDING SOURCES								
101-General Fund	64,500							64,500
101-General Fund - Measure T/RMRA MOE	293,720	291,484						585,204
230-Gas Tax - RMRA/SB1	240,039	147,000						387,039
240-Measure T/U	181,579	297,000	297,000					775,579
740-Traffic Mitigation Impact Fees		235,830						235,830
741-Streets Capital Improvement	324,125							324,125
741-Streets Capital Improvement - Grant OBAG III		603,000	603,000					1,206,000
FUNDING TOTALS	1,103,963	1,574,314	900,000					3,578,277

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

**RESOLUTION AUTHORIZING THE PUBLIC WORKS DEPARTMENT
TO PUBLISH THE BID ANNOUNCEMENT FOR THE MAIN STREET
ST. HELENA PEDESTRIAN IMPROVEMENTS PROJECT
(CIP R18-81)**

RECITALS

- A. The Main Street St. Helena Pedestrian Improvements Project (R18-81) was originally approved by Council in 2018 with the adoption of the 2018 Capital Improvement Plan (CIP); and
- B. Council re-approved the Project with the Five-Year CIP on May 27, 2025; and
- C. The Metropolitan Transportation Commission (MTC) authorized OBAG Grant funding to the project with Resolution 4505 on January 11, 2023; and
- D. Caltrans' approval of the project design is nearly complete and Public Works anticipates that Caltrans will issue the Authorization to Proceed (aka the "E76") later this month; and
- E. Public Works consulted with Caltrans Local Assistance and received guidance for seeking Council authorization in advance of E76 issuance which has been incorporated into this resolution.

RESOLUTION

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

- 1. Authorize authorizes the Public Works Department to publish the project for bid immediately following issuance of the E76 by Caltrans.
- 2. Funding is as follows:

Description	Fund	GL Account	Amount
One Bay Area Grant, Round 3 (OBAG3)	Grant	741-50-14-31-10	\$1,206,000
Measure T/U	240	741-50-14-31-10	\$113,822
TFCA	Program Funds	741-50-14-31-10	\$149,344

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



St. Helena Downtown Pedestrian Improvements Project

Request for Authorization to Bid

Background

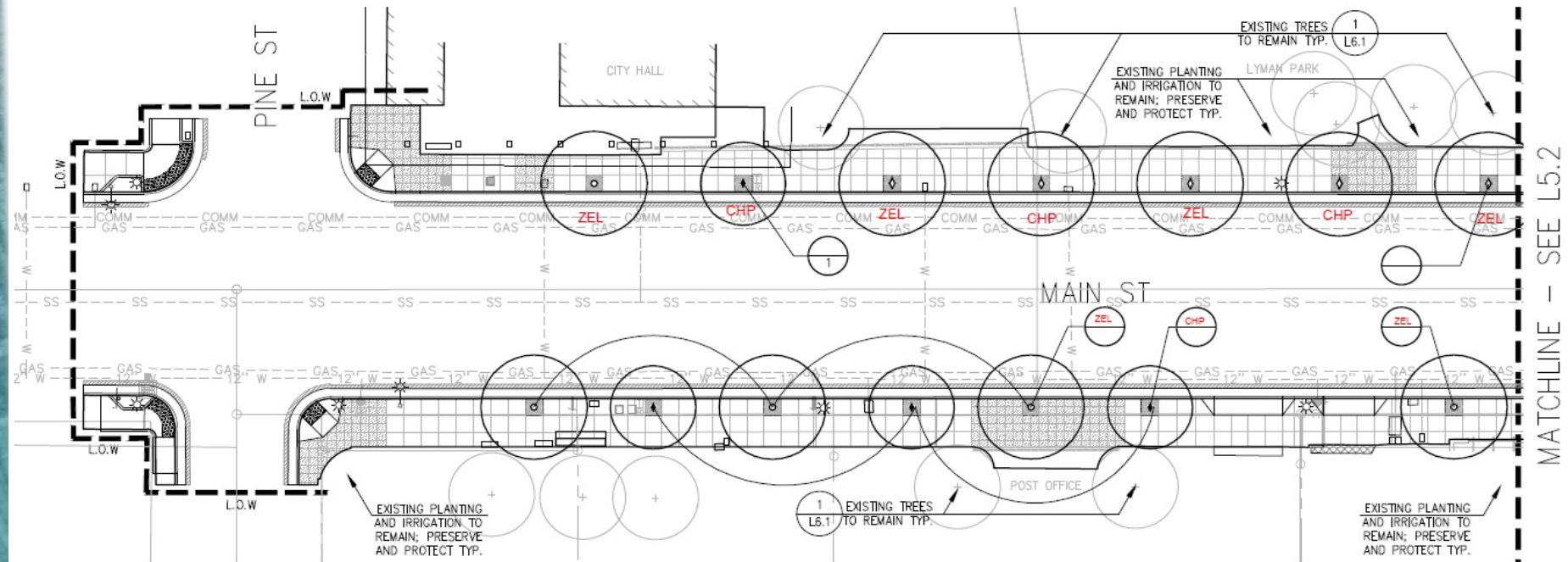
- The Project:
 - Re-construct Main Street Sidewalks between Pine Street and Adams Street.
 - The City has been awarded \$1.2M in OBAG funding to deliver this project.
 - The overall project cost is estimated as \$1.8M.
 - OBAG utilizes Federal funds and all projects supported by Federal Funding must follow Federal procurement standards and law.
 - This includes NEPA and Buy America requirements.
 - Projects that fail to meet the requirements forfeit their funding and must return all Federal funds **even if they have already been spent.**
 - As part of the OBAG application process, the City identified all potential adverse impacts to the environment and conducted extensive public outreach.

Items of Public Concern

- Trees:
 - In order to receive the OBAG award, the City agreed to several environmental mitigation measures including replacement of all street trees.
 - The City's OBAG application proposed replacing the existing trees with species better suited to the Downtown area.
 - The City engaged a Landscape Architect, Gates, consulted with the City Arborist, Carlos Uribe, and engaged the public to identify tree replacements that would preserve the benefits and reduce the negative impacts.
 - A mixture of 48"-Box Chinese Pistache and Japanese Zelkova were the trees that Staff recommended.
 - On November 12, 2024, Council directed Staff to make final tree species selection.

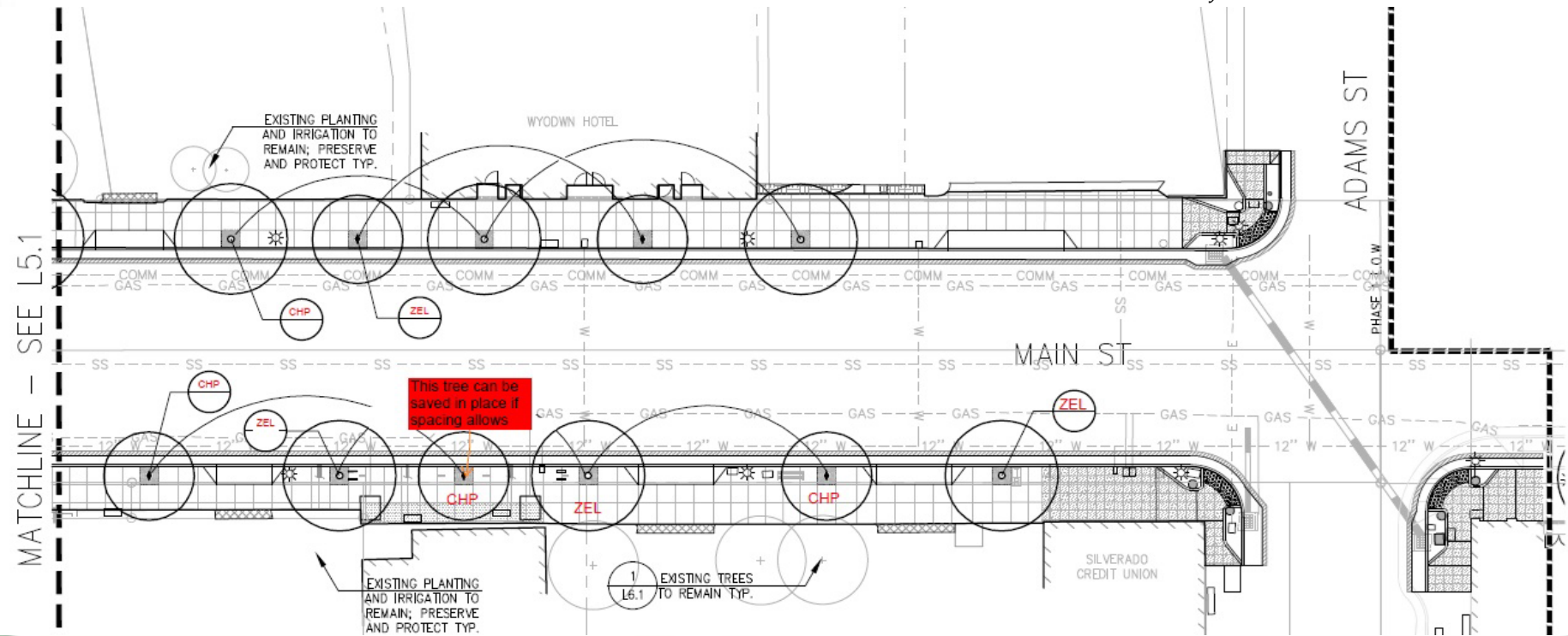
Final Tree Selection - North

- CHP PISTACHE CHINENSIS
"CHINESE PISTACHE"
- ZEL ZELKOVA SERRATA
"JAPANESE ZELKOVA"



Final Tree Selection - South

- CHP PISTACHE CHINENSIS
"CHINESE PISTACHE"
- ZEL ZELKOVA SERRATA
"JAPANESE ZELKOVA"



Items of Public Concern

- Sewer Laterals:
 - During the design phase of the project, the City identified five (5) sewer laterals in the project area. All were at the end of their service life.
 - The City incorporated replacement of these sewer laterals into the project.
 - Former City Hall – 1480 Main Street – APN 009-211-016
 - Rianda House – 1475 Main Street – APN 009-223-002
 - Wydown hotel – 1420 Main Street – APN 009-211-005
 - (unnamed) – 1414 Main Street – APN 009-211-010
 - Chevron Station – 1400 Main Street – APN 009-211-009

Items of Public Concern

- Water Laterals:

- During the design phase of the project, the City found that no water laterals were at the end of their service life.
- The City will not be replacing water laterals as part of this project.

Underground Moratorium:

- A 5-year moratorium on underground work will be enacted in the work area to protect the new sidewalks.
- Should emergency work be performed during this period; enhanced surface restoration will be required.

QUESTIONS?



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Recreation

DATE:	August 26, 2025
FROM:	Ashley Sylvester, Recreation Manager
SUBJECT:	Sesquicentennial Design and Promotional Material
RECOMMENDED ACTION:	Staff recommends that the City Council review and approve the logo and tag-line created by the committee for the sesquicentennial celebration.
PREVIOUS COUNCIL ACTION:	At the Council Meeting on April 22, 2025, staff gave an update on the Sesquicentennial Committee and planning taking place for the yearlong celebration taking place in 2026.
STATEMENT OF THE PURPOSE:	Seek guidance and/or decisions regarding the preliminary marketing tagline/slogan for the sesquicentennial.
FINANCIAL IMPACT:	All staff time and associated costs will be funded from approved FY 25-26 departmental budgets.

BACKGROUND: Staff has been working with a group of stakeholders to plan the various activities related to the City's founding on March 24, 1876. While staff will provide a presentation at the October 14th city council meeting, a decision on the tagline and logo for the sesquicentennial celebration sooner rather than later would be helpful.

DISCUSSION:

The Sesquicentennial Committee has met and created a logo and tag line for the year long schedule of events taking place. This would be used on marketing and promotional material such as T-shirts, Hats, Stickers, etc. Funds raised from selling these materials would be used as another fundraising opportunity and be used to help fund the events throughout the year.

With that in mind, staff recommends that the City Council provide directions to approve the logo and tag line to be used in the marketing material and promotions of the Sesquicentennial year-long events. The following are two options:

1. A decision on this issue would be helpful so that commemorative items can be purchased quickly to be available for sale at the Harvest Festival on October 18, 2025.
2. If the City Council finds one of the above to be acceptable, the commemorative items purchased could include the selected tagline. If the City Council would like more thought and options including perhaps a poll of the city's residents, a more generic tagline can be used temporarily for the first batch of items.

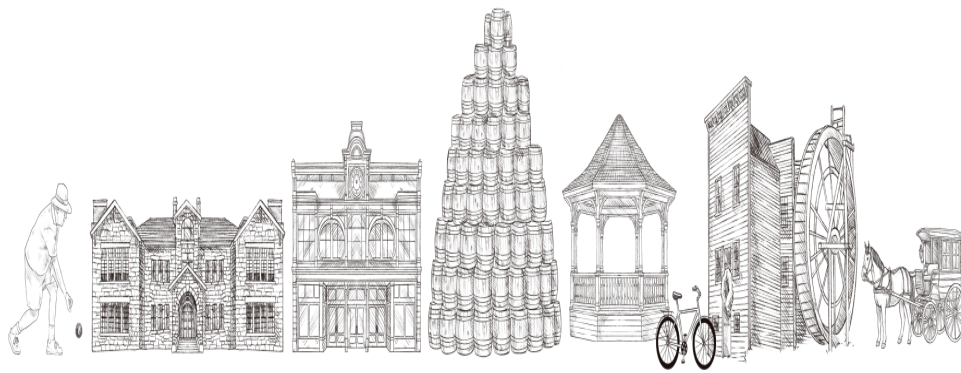
ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement
Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Sesquicentennial Logo and Tag Line](#)



ST. HELENA

A VINTAGE 150 YEARS IN THE MAKING

Sesquicentennial Planning Update



City Council: August 26, 2025

Sesquicentennial Planning Background

- St. Helena will reach the 150-year mark as a City in March 2026
- Community planning committee formed in Fall 2024 - Tasked with developing a framework
- Committee has gone from planning stages and is now ready for implementation and promotion





Next Steps



Planning Continues



Marketing Plan and Brand Developed



Promotion Beginning Late Summer 2025

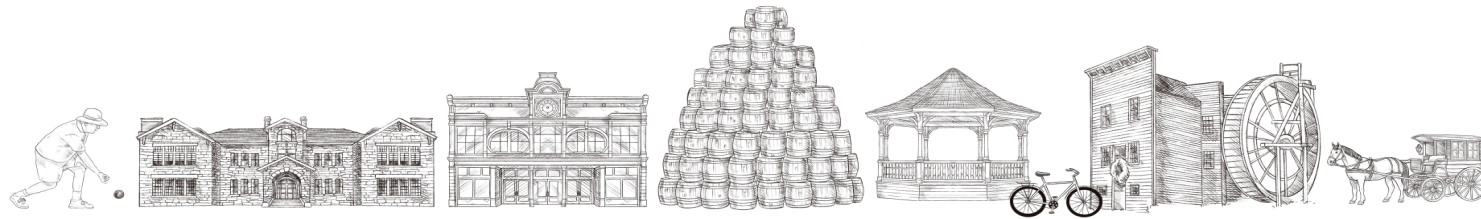


Year-Long Calendar of Events and Programs in Development



Fundraising and Sponsorships

Marketing Logo and Tag Line



ST. HELENA

A VINTAGE 150 YEARS IN THE MAKING

Promotional Materials



Discussion & Questions





Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	August 26, 2025
FROM:	Erika Opp, Administrative Analyst
SUBJECT:	Consideration and proposed approval of a resolution for the City Council appointment of an applicant to fill the Parks and Recreation Commission vacancy.
RECOMMENDED ACTION:	Approve a resolution appointing one applicant to the Parks and Recreation Commission.
PREVIOUS COUNCIL ACTION:	On June 24, 2025 the City Council held a Special meeting to conduct interviews for open vacancies on various Boards and Commissions, including the Parks and Recreation Commission. There were two vacancies on the Parks and Recreation Commission and staff received one application. The Council appointed the one applicant to the Parks and Recreation Commission at the Regular City Council meeting of June 24, 2025, leaving one position vacant.
STATEMENT OF THE PURPOSE:	Appoint an applicant to the vacant Parks and Recreation Commission position.
FINANCIAL IMPACT:	There is no financial impact.

BACKGROUND:

The Parks and Recreation Commission has an open position for a commissioner for a term ending June 30, 2027.

The City Clerk's Division conducted a recruitment and received two applications for consideration for the Parks and Recreation Commission.

The City Council will conduct a special meeting on August 26, 2025 to interview applicants and make the appointment during the regular meeting.

DISCUSSION:

The City held a recruitment for the Parks and Recreation commissioner position (1 vacancy) and received two applications for consideration.

1. Joshua Gold
2. Denise Nelson

ENVIRONMENTAL REVIEW: None.

DOCUMENTS ATTACHMENTS:

[Resolution Appointing one member to Parks and Recreation Commission](#)

[Parks and Recreation Commission Application - Joshua Gold - 21 Aug 2025](#)

[Parks and Recreation Commission Application - Denise Nelson - 21 Aug 2025](#)

[Denise Nelson resume 2025](#)

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 Parks and Recreation Commission; and
- 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 August 26, 2025 at 5:30 p.m.

RESOLUTION

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

Parks and Recreation Commission

- 1. _____ is appointed to the Parks and Recreation Commission to fill the vacant position that expires on June 30, 2027.

Approved at a Regular Meeting of the St. Helena City Council on August 26, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



City of St. Helena

CA-25-029

COMMISSION/COMMITTEE APPLICATION

Received Date: July 25, 2025

Application Type: Parks and Recreation Commission

NAME: Joshua Gold

ADDRESS: 1458 Oak Ave, Saint Helena, CA, 94574

PHONE: 843-952-3830

EMAIL ADDRESS: jgold110857@gmail.com

LENGTH OF RESIDENCY: 3 year

EMPLOYER: Duckhorn Winery

EMPLOYMENT STATUS: Employed

REASON FOR APPLYING: Be more active in the community and add value in areas that I have some experience.

EDUCATIONAL BACKGROUND: I have my BA from Pace University in NYC with a major in Public Accounting. I have been a Triathlon coach for the past 28 years and have Certifications in Swimming, Cycling and Running from various organizations. I have been the owner of the first triathlon training facility in Westchester county and have been the head coach at Asphalt Green in NYC which is a Not for Profit. I ran programs for their triathlon club and various Not for Profits such as Alzhemers Assocation and Leukemian and Lyphoma Foundation to name a few. I am also trained as a Business and Life Coach..

COMMUNITY INVOLVEMENT: I am a member and a trustee of Oddfellows Lodge `167 in Saint Helena

REFERENCE 1: Name: Catherine Buck
Address: 1252 Allyn Ave. St Helena, CA
Phone Number(s): 707-287-4172
Email: cathybuck25@gmail.com

REFERENCE 2: Name: Chris Phelps
Address: 1420 Madronna Ave
Phone Number(s): 707-486-9779
Email: chris@advivumcellars.com

REFERENCE 3: Name: Joel Toller
Address: 1200 Main St, Saint Helena, CA
Phone Number(s): 707-738-6860
Email: joel@joeltoller.com

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

I have not attended any of their meetings.

THIS DOCUMENT AND ALL ATTACHMENTS ARE AVAILABLE FOR PUBLIC INSPECTION

What is your understanding of the role and responsibility of this Commission?

My understanding is that we are a group of citizens to at best provide new outlook and contribute fresh ideas and new eyes at existing programs and to grow the department in a fiscally responsible way involving members of the community.

What would be your goal(s) as a Commissioner?

To be an active participant and to contribute and add value where I can. From seeing what unique offerings we can provide the community as well as be fiscally responsible

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

I have not

Is there anything else you would like us to consider when reviewing your application?

Not really. I would like to further discuss and get information on the committees expectations and goals.

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Joshua Gary Gold

July 25, 2025



City of St. Helena

CA-25-030

COMMISSION/COMMITTEE APPLICATION

Received Date: August 4, 2025

Application Type: Parks and Recreation Commission

NAME: Denise Nelson

ADDRESS: 59 Laguna Seca Court, Saint Helena, CA, 94574

PHONE: 6503463490

EMAIL ADDRESS: denisenelson10@comcast.net

LENGTH OF RESIDENCY: 3years

EMPLOYER: self

EMPLOYMENT STATUS: Part-time

REASON FOR APPLYING: Through volunteering, to help improve the quality of life of my community by promoting community engagement in programs, suggesting policy changes, and the effective use of parks and recreational facilities

EDUCATIONAL BACKGROUND: (High School, College, Professional, Vocational, or other Schools Attended. Please include Major or Field of Study, Dates attended, Degree and date of Degree)

OTHER RELEVANT EXPERIENCE: I have experience in budget management, managing volunteers during my BID experience, and as a columnist engaging in a diplomatic manner with the local public on controversial topics.

COMMUNITY INVOLVEMENT: Past: Yountville Kiwanis, San Mateo BID President/Board Member

REFERENCE 1: Name: Ines Chiarello
Address: 11 San Lucas
Phone Number(s): 707.963.1627
Email:

REFERENCE 2: Name: Marina Lavagnino
Address: 15 Del Rio
Phone Number(s): 508.612.8999
Email:

REFERENCE 3: Name: Ann Nevero
Address: 58 Laguna Seca
Phone Number(s): 408.394.5926
Email:

GENERAL QUESTIONS:

Have you ever attended a meeting of the Commission to which you are applying?

yes

What is your understanding of the role and responsibility of this Commission?

To advise on the management of the public recreational facilities and programs

What would be your goal(s) as a Commissioner?

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To assist in whatever capacity as needed, to ensure program accessibility to all in the community, to help keep our community engaged in their city and connected with one another.

Have you previously served, or do you currently serve, on a St. Helena Commission or Committee? If yes, which one(s) and for what period of time?

no

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge. I further agree that, by checking the box below and submitting this application, online or otherwise, I am affixing my digital signature to this form as of the date submitted. I also agree that if appointed, I will serve on the Commission/Committee for which I have submitted this application.

☒ I AGREE

Denise Nelson

August 4, 2025

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Denise Nelson

59 Laguna Seca Court
Saint Helena, Ca 94574
650-346-3490
DeniseNelson10@comcast.net

Service Profile

I believe in volunteering in my community. I also see the Park and Rec Department as more than the management of the public recreational facilities. To me, it is also the vehicle to keep our community engaged in their city and connected with one another. I currently teach two classes in the Town of Yountville's Golden Ticket Program. As a paid columnist for a couple of years on local government and happenings, I became well acquainted with the Brown Act and related guidelines in civic volunteering. I have completed the in-depth Citizen's Academy in San Mateo, a Charter City, as well as the Community Academy in Saint Helena. I have been a resident of the Napa Valley for 9 years, 3 in Saint Helena. I was an active member of the recently defunct Yountville Kiwanis with its only goal of fund raising for local scholarships. I have worked everything from donation solicitation for auction fundraising to hiding Easter eggs for the Bunny Breakfast. My past community service also included serving as Director/President of the 25th Avenue Merchant's Association (BID) where I successfully implemented a committee structure for goal attainment. I was responsible for written publications, marketing ads, and interfacing with the City of San Mateo staff. I also coordinated the unhoused jobs program for the 25th Avenue business district.

Business Profile

Productive team member with a demonstrated ability to individually succeed. Strong communication and supervisory skills with an emphasis on performance management, coaching, training, customer service, and sales.

Self Employed/Social Media Affiliate 8/2015 - 2020

Conducted workshops for arts as a contracted teacher at various locations in the Bay Area contracting direct with brick and mortar studios. Created and managed 2 private social media groups of 160,000+ members for selling and support of font and graphic design license. With a working knowledge of FTC guidelines for social media, managed engagement and brand awareness for increased sales, maintained day to day social media marketing.

General Manager/Buyer, Perfect Edge Cutlery, San Mateo, 5/2011 - 7/2015

Responsible for the hiring, training, and development of staff. Accountable for daily planning, directing, accounting of retail outlet POS system. Responsible for product procurement, pricing negotiations and purchasing analysis. Directly responsible for written marketing material, ads, promotional flyers. As GM, oversee all guest relations, dealing with in store customers, contractors, wholesalers, and mobile units, as well as overseeing back office functions such as billing, reporting. Successfully implemented events for community exposure and sales.

Columnist, San Mateo Patch/AOL, San Mateo, 4/2011 - 12/2013

Author of the paid weekly column "My San Mateo" published Mondays via AOL & San Mateo Patch exploring local issues or events in the community.

Owner, The Perfect Ten, San Mateo, CA 1991-2010

Responsible for the development and maintenance of a strong client base through effective marketing, customer service, and community education. Accountable for all product procurement, price point analysis, merchandising, and sales success. Successful supervision of three independent contractors including sub-lease negotiations, training, and performance management. Responsible for all tax preparation and licensing requirements for state, federal, city, and health agencies.

Credit Supervisor, Provident Central Credit Union, Burlingame, CA 1983-1991

Responsible for the hiring, training, development, and supervision of staff of 24 within the Consumer Lending Division and Loan Call Center Departments. Coordinated the daily operations of consumer lending from loan sales through credit analysis and student loan servicing. Developed, implemented and monitored operating procedures for the centralization of consumer lending. Developed and administered a comprehensive training guide for departmental procedures including lending regulations and laws, judgmental credit analysis, auto leasing, California Student Loans, system interpretation and use. Prepared and managed administrative reporting including performance appraisals, federal reporting. Initiated and conducted training workshops in lending and related products. Responsible for credit granting of loans over the credit limits of staff loan officers.