City of St. Helena
Regular City Council Meeting
Tuesday, September 9, 2025 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main St., St. Helena

Remote Participation from: 702 McCorkle Avenue, St. Helena, CA

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

***Public comment* for City Council meetings will be accepted via email to publiccomment@cityofsthelena.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 City Council agenda.**
Simultaneous Spanish interpretation services during meetings can be scheduled upon request. To ensure interpreters are available, requests must be made at least 72 hours in advance by calling the Office of the City Clerk at (707) 968-2640 or emailing cityclerk@cityofsthelena.gov.

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

Servicios de interpretación en español durante la reunión pueden ser solicitados por el público. Para asegurar que los intérpretes estén disponibles, los servicios tienen que ser solicitados al menos 72 horas antes de la reunión llamando a la oficina de la Secretaria de la Ciudad al (707) 968-2640 o por correo electrónico a cityclerk@cityofsthelena.gov .
El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en https://sthelena.civicweb.net/portal/ .

Page

1. CALL TO ORDER

2. ROLL CALL
   Mayor: Paul Dohring, Vice Mayor: Michelle Deasy, City Council Members: Aaron Barak, Kate Spadarotto, Billy Summers

3. PLEDGE OF ALLEGIANCE

4. ADOPTION OF THE AGENDA

5. APPROVAL OF THE MINUTES

   Estimated start time: 6:05 p.m.

5.1. Consideration and proposed approval of the Special Joint Session Meeting of the City Council and Planning Commission of August 19, 2025, Special City Council Meeting of August 26, 2025 and the Regular Meeting Minutes of August 26, 2025. 7 - 19

Special Joint City Council and Planning Commission Meeting - 19 Aug 2025 - Minutes
Special City Council - 26 Aug 2025 - Applicant Interviews - Minutes
Regular City Council - 26 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.Chris Fowler(1) 21 - 75

Public Comment.Chris Fowler(2) attachment
Public Comment.Dyan Beito
Public Comment.Frank Jonelis (1)
Public Comment.Frank Jonelis (2)
Public Comment.Tracy Jonelis
Public Comment.Michael Powell
Public Comment.Susan McWilliams
Public Comment.Tom Belt(1)
Public Comment.Tom Belt(2)
Public Comment.Tom Belt (3)
Public Comment.Tom Belt (4)
Public Comment.Tom Belt (5)
Public Comment.Tom Belt (6)

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

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

Estimated start time: 6:25 p.m.

8.1. Proclamation for Suicide Awareness Month 77

Proclamation

8.2. Proclamation for National Hispanic Heritage Month 79

Proclamation

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: 6:45 p.m.

10.1. Consideration and proposed adoption of a Resolution authorizing the City Manager to (1) Execute Amendment No. 2 to Professional Services Agreement STH Contract FY2024-093 with Mead & Hunt, Inc. for the Bell Canyon Reservoir Intake Tower and Valve House Project in the amount of $366,657 for a revised not-to-exceed contract total of $1,463,440 and a 10% contingency of $146,344 for a total consultant budget of $1,609,784; (2) Approve budget amendments. 81 - 97

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. 2 Mead & Hunt Contract FY2024-093 - Pdf

10.2. Consideration and proposed approval of a resolution authorizing 1) Flying the Italian flag on the City's ceremonial flagpole during the month of October 2025 for Italian Heritage Month; and 2) Authorizing temporary street parking closures on the westside of Railroad Avenue from the Fire Station to the end of Lyman Park, and the public parking lot between Lyman Park and the Fire Station during the Festa Italiana event; 3) Approval of wine and beer vendors in Lyman Park during the Festa Italiana event; and 4) Authorizing mobile food vendors to park and operate in the closed parking spaces on Railroad Avenue during the event. 99 - 102

CEQA Determination: Not a CEQA project
Prepared By: Rebecca White, Administrative Assistant
Recommendation:
Staff recommends City Council adopt the attached Resolution.

Staff Report - Festa Italiana 2025 - Pdf

10.3. Consideration and Proposed Approval of a Resolution Establishing the 2026 Tax Rate for General Obligation Bonds. 103 - 105

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

Staff Report - 2026 GO Bond Tax Rate - Pdf

10.4. Adopt a Resolution authorizing Amendment No. 2 to the SH Contract 107 - 129

FY 2025-017 Professional Services Agreement with M-Group to increase the contract amount by $90,000 for a total not to exceed contract amount of $165,000.

CEQA Determination: Not a CEQA project
Prepared By: Maya DeRosa, Community Development Director
Recommendation:
Staff recommends City Council approve the attached resolution.
[Staff Report - PSA Amendment #2 with M-Group - Pdf]

10.5. Consideration and adoption of a Resolution to approval of a License Agreement with BodEV, Inc. for the Design, Construction, Operation, and Maintenance of Public Electric Vehicle Charging Stations at City-Owned locations funded by grants. 131 - 182

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA
Prepared By: Andrew Bradley, Program Manager
Recommendation:
Adopt a Resolution to:

1. Approve a License Agreement with BodEV Inc. for the design, construction, and ongoing maintenance and management of public EV charging stations at the St. Helena Corp Yard and City Hall.
2. Authorize the City Manager to take all other necessary actions to implement the project and meet grant deadlines.

[Staff Report - Level 2 EV Charging for City Hall and Corp Yard - Pdf]
[Public Comment.Christopher Warner]

11. PUBLIC HEARINGS

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

Estimated start time: 6:55 p.m.

13.1. Update on Water and Wastewater Enterprises: Consideration of Early Rate Study Update, Review of Key Capital Improvement Plan Projects, and Potential Engagement of Owner's Representative Services 183 - 216

CEQA Determination: Exempt
Prepared By: Joseph Leach, Assistant City Manager/Director of Public Works, City Engineer
Recommendation:
Council is invited to receive update on the following items and provide direction:

1. Subject to Water/Wastewater Advisory Committee concurrence

upon review of requested data, direct staff related to initiation of an updated Water & Wastewater User Rate Study for implementation in advance of the "standard" 5-year cycle OR pause pursuit of a Rate Study until future date to be determined.
2. Review several key Water/Wastewater Capital Improvement Plan (CIP) projects and discuss their delivery disposition.
3. Direct staff regarding retention of a consultant to provide "Owner's Representative Services" to manage several CIP projects OR defer various projects.

Staff Report - Provide update on various water/wastewater related items and seek Council direction - Pdf
Presentation

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 23, 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 September 5, 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
Special Joint City Council and Planning Commission Meeting
Tuesday, August 19, 2025 @ 5:30 PM
Vintage Hall Boardroom - 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 Aaron Barak, Council Member Kate Spadarotto, Council Member Billy Summers,

Commissioners Christopher Warner, Autumn Anderson, Sue Furdek, and Hector Lopez and Michelle Covell

Absent: None

1 CALL TO ORDER

Mayor Dohring called the meeting to order at 5:34 p.m.

2 PLEDGE OF ALLEGIANCE

3 ADOPTION OF THE AGENDA

Council Member Aaron Barak moved to adopt the agenda. 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 Aaron Barak, Council Member Kate Spadarotto, Council Member Billy Summers, Acting Planning Commission Chair, Christopher Warner, Commissioner Autumn Anderson, Commissioner Michell Covell, Commissioner Sue Furdek, Commissioner Hector Lopez

4 ROLL CALL

5 PUBLIC FORUM:

6 NEW BUSINESS

a) Discussion on State Housing Legislation and its Impact on Local Housing Policies

Barbara E. Kautz, Attorney with Goldfarb and Lipman LLP, presented on the item.

Mayor Dohring opened Public Comment; Public Comment was made by Michael Marston, Linda Reiff, Joe McGrath, Rich Corsetti, Bonnie Schoch, Pat Kenealy, Tamara Sorenson, Jeff Farmer, Katie Lazar, Beth Novak, Chris Howell, Wayne Leong, Rob Fanucci, Joshua Parke, Brian Sandoli, and Sheree Waterson.

Discussion was turned over to the Council and Commission where comments and questions were made.

7 ADJOURNMENT

Mayor Dohring adjourned the meeting at 7:38 p.m.

CHALLENGING DECISIONS OF CITY ENTITIES

APPROVED:	**ATTEST:**
____________________________	____________________________
Paul Jamison Dohring, Mayor	Erika Opp, Acting City Clerk

MINUTES
City of St. Helena
Special City Council Meeting
Tuesday, August 26, 2025 @ 5:30 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 Aaron Barak, and Council Member Kate Spadarotto

Absent: Council Member Billy Summers

1. CALL TO ORDER

2. ROLL CALL

Mayor Dohring called the meeting to order at 5:32 p.m.

3. ADOPTION OF THE AGENDA

4. PUBLIC COMMENT:

5. NEW BUSINESS:

5.1 The applicants for one (1) vacancy on the Parks and Recreation Commission with term ending June 30, 2027:

1. Joshua Gold
2. Denise Nelson

Council held applicant interviews for the vacant position on the Parks and Recreation Commission.

6. ADJOURNMENT

Mayor Dohring adjourned the meeting at 5:59 p.m.

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Erika Opp, Acting City Clerk

MINUTES
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

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 Aaron Barak, and Council Member Kate Spadarotto

Absent: Council Member Billy Summers

1. CALL TO ORDER

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

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Mayor Dohring led the Pledge of Allegiance.

4. ADOPTION OF THE AGENDA

Acting City Clerk, Erika Opp, noted that item 11.1 will not be heard and will be continued to a date uncertain.

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

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

5. APPROVAL OF MINUTES

5.1 Consideration and proposed approval of Regular Meeting Minutes of August 12, 2025.

Council Member Kate Spadarotto moved to approve the Regular Meeting minutes of August 12, 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 Aaron Barak, and Council Member Kate Spadarotto
NOES: None
ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

6. PUBLIC FORUM:

Elaine de Man and Tracy McBride addressed the City Council.

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

Acting City Manager Joe Leach announced a Special City Council Study Session regarding the Sale of City Properties, scheduled for September 16 at 6:30 p.m. in the Fire Station Training Room. He also noted that the Fire Department will be distributing informational flyers to select addresses located within High Hazard or Very High Hazard zones to help ensure residents are prepared. Additionally, Acting City Manager Leach provided a brief update on the Pickett Fire.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

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 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.

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

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.

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

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.

CEQA Determination: Not a CEQA project
Prepared By: Stephanie Killingsworth, Public Works Financial Analyst
Recommendation:
Staff recommends approval of the attached Resolution.

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

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

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

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

10.6 This item was pulled.

~~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.~~

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

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.

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

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.

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.

CEQA Determination: Not a CEQA project
Prepared By: Ashley Sylvester, Recreation Manager
Recommendation:
Staff recommends City Council review and adopt the attached resolution.

10.10 This item was pulled.

~~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.~~

Vice Mayor Michelle Deasy moved to approve consent calendar with the exception of Items 10.6 and 10.10. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

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

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.

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

Acting City Manager, Joe Leach gave a brief report on the item.

Mayor Dohring opened public comment; no public comment was made. Public Comment was closed.

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

Council Member Aaron Barak moved to approve the resolution with an adjustment of turning the Plant Operator I/II to a three-year limited term. 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 Aaron Barak, and Council Member Kate Spadarotto
NOES: None
ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

City Attorney noted that the direction given to staff is still subject to the meet and confer process with representatives for the employees.

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.

CEQA Determination: Not a CEQA project
Prepared By: Ashley Sylvester, Recreation Manager
Recommendation:
Staff recommends City Council review and adopt the attached resolution.

Recreation Manager, Ashley Sylvester gave brief report on the item.

Mayor Dohring opened public comment; Public comment was received by Tracy McBride, Elaine de Man, and Anthony Micheli

Discussion was turned over to Council where comments were made and questions asked.

Vice Mayor Michelle Deasy moved to approve resolution with the added direction for staff to meet with Caltrans to discuss potential alternate routes for trucks and come back to Council with that information. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

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

11. PUBLIC HEARINGS

11.1 **THIS ITEM WILL BE CONTINUED TO A DATE UNCERTAIN**

~~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.

12. OLD BUSINESS

12.1 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).

Assistant Public Works Director, Eric Janzen presented on the item, making note that part of the staff report was incorrect and the presentation corrects that.

Mayor Dohring opened public comment; public comment was made by Anthony Micheli.

Discussion was turned over to Council where comments and questions were made.

Council Member Kate Spadarotto moved approve the resolution authorizing the Public Works Department to publish the Bid Announcement for the Main Street St. Helena Pedestrian Improvements Project. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

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

13. NEW BUSINESS

13.1 Sesquicentennial Design and Promotional Material

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.

Recreation Manager, Ashley Sylvester presented on the item.

Mayor Dohring opened public comment; public comment was made by Deanna Griffin

Discussion was turned over to the Council where comments and questions were asked to Staff.

Council Member Aaron Barak moved to approve the logo and tag-line for the St. Helena Sesquicentennial Celebration 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 Aaron Barak, and Council Member Kate Spadarotto
NOES: None
ABSENT: Council Member Billy Summers
ABSTAIN: None
RECUSE: None

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.

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.

Acting City Clerk, Erika Opp, gave brief report on the item.

Mayor Dohring opened Public comment; no public comment was made

Discussion was turned over to the Council where comments were made.

Mayor Paul Dohring moved to appoint Denise Nelson to the Parks and Recreation Commission. The motion was seconded by Council Member Aaron Barak and on roll call carried by the following vote:

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

14. CITY COUNCIL REPORTS:

Council Member Barak provided update from Upper Valley Waste Management Agency. Vice Mayor Deasy provided update from Napa County Regional Climate Action Committee.

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

Mayor Dohring adjourned the meeting at 7:41 p.m.

CHALLENGING DECISIONS OF CITY ENTITIES

APPROVED:	**ATTEST:**
____________________________	____________________________
Paul Jamison Dohring, Mayor	Erika Opp, Acting City Clerk

From: Chris Fowler
To: Public Comment
Cc: Paul Dohring; Michelle Deasy; Aaron Barak; Kate Spadarotto; Billy Summers
Subject: Tesla Chargers or Trees
Date: Friday, September 5, 2025 9:33:18 AM
Attachments: Money Way Tree Removal.pdf

Dear Mayor, Vice Mayor, and Council,

Okay, I've got a bit of an axe to grind. Well, maybe 3 axes since I've got the stone spinning. They are all related by proximity.

1. I received a notice from The City on Thursday stating that they are going to cut down 9 trees in the public parking lot between Money Way and Oak Street (this is my second axe to grind, that I will get to in a moment.) I realize that three of the current council members are new as to when this was originally approved, but Mayor Dohring and Councilmember Summers were seated at the time. If you go back over my public comments and Chris Warner's public comments, from when this came before the Council last year, we submitted ample evidence that 12 charging stations taking over 16 total public parking spaces at this point in time was too many for the type of use and vehicles that use the lot at any given time. I submitted vehicle counts from multiple times of day for multiple weeks at what would be considered a busy time of the year. At no time were there ever more than 5 all electric EV's parked at once. This is included at the actual EV-Go chargers. The City and Tesla eventually agreed to allow anyone to park in the 12 proposed Tesla charging spaces, that are taking 16 total spaces including infrastructure, once they were installed, which I thought was a fairly reasonable compromise.

   Back to the letter from The City...at no point, not even once, was there any discussion about Tesla or The City removing trees in between the public parking lot and the neighboring property to the North, where our business is. Not on paper, not at the podium in front of the council. I understand that The City will replant three trees in parks for every one they remove from the public parking lot, but couldn't you just plant trees in a park if you wanted to? These trees provide shade and provide a nice break between two parking lots. People *often, every single day* sit on the wall during shift breaks and take a load off for a few minutes. People eat lunch in the shade there. People sit in their cars with the windows down and eat lunch, or whatever else...in the shade. Those are the parking spots, when it is warm, that are parked in most often. I am not anti-EV, but there is some irony when you think about cutting down some trees to accommodate vehicles that use lithium-ion batteries. We all know how environmentally friendly lithium mining is.

Please, leave the trees, or replant something there that can co-exist with the chargers while providing shade. Or, move the chargers to the opposite side of the parking lot against the AT&T building, where there are already no trees.

2. I have attached the letter that was drafted and distributed by The City regarding the trees. If you go back to the first sentence of Item 1, you will see that I referenced Oak Street. I grew up on Oak Avenue and remember fondly my mother always saying, "Oak Street is in Deer Park". Calistoga has both North and South Oak Streets, but St. Helena has an Oak Avenue. Just a minor niggle, but I see and hear it happen often enough with locals and tourists, and I get it. But, official City notices?

3. Lastly, since work will be being done over the course of 6-8 weeks in the public lot, can you please put some signage on the North and East facing side of the restrooms? Most people seem to find them, but no less than a couple people a week wander into our shop asking where they are; often times walking pretty much right passed them. I always love meeting new people, especially folks visiting our beautiful city, but when they gotta go they gotta go, and the conversations are generally directionally limited at that point.

I appreciate your time and all you do for the community. Please figure out a solution to cutting down these trees.

Best,

Chris Fowler

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

707.963.9294
Chris@AlansSaintHelena.com

PUBLIC NOTICE:
THE ST HELENA PUBLIC WORKS DIRECTOR
WILL CONSIDER THE
FOLLOWING TREE WORK:

1301 Money Way: Tree Removal and EV Charging Station Installation
The City of St. Helena proposes the removal of four *Lagerstroemia indica* (Crape Myrtle) and five *Pistacia chinensis* (Chinese Pistache) trees located at 1301 Money Way. These trees are directly impacted by the City's plan to install electric vehicle (EV) charging stations in the Oak Street parking lot.

Pursuant to Assembly Bill 1236 and California Government Code §65850.7, local review of EV charging stations is limited. The City may not deny or condition approval of an EV charging station project unless it finds that the installation would have a specific, adverse impact on public health or safety. If such an impact exists, the City must provide written findings substantiating that claim, as required by state law.

In accordance with these regulations, the City of St. Helena will ensure compliance with AB 1236 by limiting its review of the EV charging station installation to scope items related strictly to public health and safety.

Because replacement planting within the project location is not feasible, the City will instead plant replacement trees at a 3:1 ratio in City parks. This effort supports our ongoing commitment to preserving and enhancing St. Helena's urban tree canopy.

From: Dyan Beito
To: Public Comment
Cc: Dyan Beito; Rich Beito
Subject: Hunter Project
Date: Friday, September 5, 2025 6:02:46 AM

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 September 9, 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,

Dyan and Richard Beito
707 Hunt Ave

From: fj
To: Public Comment
Subject: Hunter Project
Date: Thursday, September 4, 2025 10:14:18 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

From: fj
To: Public Comment
Subject: Hunter Subdivision Project
Date: Thursday, September 4, 2025 10:15:02 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: Tracy Jonelis
To: Public Comment
Cc: Tracy Jonelis
Subject: NO to Hunter subdivision project
Date: Friday, September 5, 2025 7:47:30 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 September 9, 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. Hunter Subdivision project has a long term negative effect on St. Helena as a community.

Thank you.

Tracy and Frank Jonelis

From: michael powell
To: Public Comment
Subject: Lot 52
Date: Friday, September 5, 2025 11:40:14 AM

Cannot vote for incomplete information especially lot 52. This is really a terrible idea.

Mike Powell
4 La Canada
St Helena

From: Susan McWilliams
To: Public Comment
Subject: Public parking lot trees
Date: Sunday, September 7, 2025 10:03:36 AM

As a former member of both St. Helena's Beautification and Tree Committees, I support Chris Fowler in his request that the city NOT remove existing trees in the public parking lot, but instead move the proposed charging stations to the already-bleak AT&T side of the lot.
St. Helena and the valley in general have already lost too many trees to Dutch Elm Disease and the ongoing Mediterranean Oak Disease, as well as fire. It makes no sense to remove trees unless absolutely necessary. Please refer to the city's own website stating St. Helena is proud to be among the "Tree City USA" communities. Thank you for your consideration.

Susan McWilliams
St. Helena
Sent from my iPhone

From: TOM BELT
To: Erika Opp
Subject: Letters for the public Forum
Date: Monday, September 8, 2025 12:18:40 PM

Erica,
Could you please include this brief statement at the beginning of the correspondence I've requested to be included in Tuesday night's city council meeting public forum comments.
Over the last few days I had the following written correspondence with Mr. Eric Janzen who is the City's Assistant Public Works Director. I initiated my correspondence with Mr. Ian Dale because I believe the City's current water neutral policy does not achieve water neutrality for new housing development. And, with all the State's housing demands being placed on our city, and our limited water supply, it will be necessary to develop a water neutrality policy that is truly water neutral. If not, St. Helena's water customers will become even more burdened then we are today.
Tom Belt

From: TOM BELT
To: Erika Opp
Subject: Fwd: Water Neutrality Questions
Date: Monday, September 8, 2025 11:43:37 AM

First email to Ian Dale and cc'd to Eric Janzen

---------- Original Message ----------
From: TOM BELT <tmbelt@comcast.net>
To: Ian Dale <idale@cityofsthelena.org>
Cc: "jleach@cityofsthelena.org" <jleach@cityofsthelena.org>, Michelle Deasy <michellecdeasy@gmail.com>, Paul Dohring <PDohring@cityofsthelena.org>
Date: 09/04/2025 3:07 PM PDT
Subject: Water Neutrality Questions

Hello Ian,

According to the City's water neutrality report: "The developer shall be responsible for identifying residential or nonresidential properties eligible for retrofitting and verify to the department of public works that the required number of retrofits have been completed prior to the issuance of a certificate of occupancy."

For the Spring Grove development the project has identified 32 homes that need to be retrofitted. Can you tell me how the developer came to this number as I suspect there are not that many residential homes left in St. Helena that still need retrofitting.

In addition, does the city agree that the following are realistic times of use for the water saving appliances in the Spring Grove water neutral report?

(3) Toilet flushes/day?
(3) .25 minute faucet uses/day?
(1) 4 minute use of a kitchen faucet/day?

These statistics along with the others seem unrealistic and underestimate the amount of water these houses, once occupied will use. And if the amount of water use is unrealistic, so is the amount of in lieu fees the city will receive from the developer. Not to mention the hardship the extra use of water will cause existing St. Helena water customers if the numbers are inaccurate.

Have these projected use amounts and times of use for the appliances ever been verified as being accurate? If so, please provide the source that verified the accuracy of these standard.ever been.

Lastly, when was the last time the City updated it's water neutral policies? I'm aware that cities must meet the State's standards for developing more housing, but our city only has so much water and if the housing projects being developed are supposed to be water neutral I'm doubtful that will occur.. These standards need to be rewritten to reflect realistic use. The definition of water neutrality is: the principle that new developments must not increase the overall demand or consumption of water in a given region, ensuring that the total water use remains the same or decreases post-development. It's hard to believe that with all the development the city is looking at in order to meet the State's housing demand that water

neutrality will actually take place using the standards the city is currently employing.
Add to the above that the report's cost of labor to install retrofit appliances is rated at $90/hour. Hourly rates for plumbers is close to twice that amount and this also distorts what the in lieu fees should actually be to meet water neutrality.
I look forward to your response.
Tom Belt
.
The following outlines the water performance requirements for fixtures and appliances.
Fixture # Unit Day Occupant
Toilet 3 Flushes 1 1
Faucet 0.25 Minute 3 1
Shower 8 Minute 1 1
Kitchen Faucet 4 Minute 1 1
Clothes Washer 0.37 Load 1 1
Dishwasher 0.1 Load 1 1

From: TOM BELT
To: Erika Opp
Subject: Fwd: RE: Water Neutrality Questions
Date: Monday, September 8, 2025 11:48:28 AM

Correspondence from Mr. Janzen to me. Please disregard correspondence from Paul Dohring and Joe Leach.

---------- Original Message ----------
From: Eric Janzen <ejanzen@cityofsthelena.gov>
To: Joseph Leach <jleach@cityofsthelena.gov>, Paul Dohring <pdohring@cityofsthelena.gov>, TOM BELT <tmbelt@comcast.net>
Cc: Michelle Deasy <michellecdeasy@gmail.com>, Mario Traverso <mtraverso@cityofsthelena.gov>, Ian Dale <idale@cityofsthelena.gov>
Date: 09/05/2025 2:11 PM PDT
Subject: RE: Water Neutrality Questions

Mr. Belt,

The Spring Grove development intends to comply with the water neutrality policy by using the in-lieu fee process. Council has final say on whether they get to use this process or not.

The retrofit calculation you saw is intended to calculate the in-lieu fee in the event that Council allows. At this juncture, it is not intended to be a list of actual homes to be retrofitted.

The theoretical water demand calculation prepared by the developer is based on the City's Water Neutrality Guideline. All developers must use this guideline when preparing their calculations. The guideline is based on the Napa County Onsite Wastewater Treatment System Technical Standards, LEED standards, California Plumbing Code and California Green Building Code. The City considers these standards to be both reasonable and impartial for the purpose of estimating water use in new development. As the Director mentioned, the City is considering an update to the Policy, however the standards cited above remain valid and will, in all likelihood, remain an integral part of the updated policy.

Neither the Water Neutrality Policy nor the City's Municipal Code establishes a retrofit labor charge. The developer's calculation is a starting point and imparts no obligation to a specific dollar amount. Applicants seeking to use the in-lieu fee process must present a calculation acceptable to the City Council.

The requirements for the in-lieu fee calculation are found in the City's Municipal Code SHMC Section 13.12.030(B).

ERIC JANZEN

ASSISTANT DIRECTOR OF PUBLIC WORKS

City of St. Helena | Public Works

1088 College Avenue | St. Helena, CA 94574

Direct: (707) 967-2831 | ejanzen@cityofsthelena.gov |
https://www.cityofsthelena.gov/publicworks

**Our email addresses have changed to .gov

From: Joseph Leach <jleach@cityofsthelena.gov>
Sent: Friday, September 5, 2025 12:31 PM
To: Paul Dohring <pdohring@cityofsthelena.gov>; TOM BELT <tmbelt@comcast.net>
Cc: Michelle Deasy <michellecdeasy@gmail.com>; Mario Traverso <mtraverso@cityofsthelena.gov>; Eric Janzen <ejanzen@cityofsthelena.gov>; Ian Dale <idale@cityofsthelena.gov>
Subject: RE: Water Neutrality Questions

Mayor & Mr. Belt,

Thank you for your emails.

As with many City policies and procedures, there remain opportunities for review/refinement or wholesale updating. While the Safe Yield Update has generated review/discussion among the Water/Wastewater Advisory Committee members, the “interim” update to the Water Neutrality and its implementation is one of those for which we have schedule to address later this year and into early next year.

Assistant Public Works Director Eric Janzen will provide a more detailed response related to how the WN “In Lieu” fee is currently calculated AND the Council’s engagement, per the Muni Code.

I’ve cc’d both Mr. Ian Dale, inadvertent original email recipient, and Mr. Mario Traverso, reviewer of the Spring Grove WN calculations.

Cordially,

JOE LEACH, PE

ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

City of St. Helena | Public Works

1088 College Avenue | St. Helena, CA 94574

Direct: (707) 968-2629 | jleach@cityofsthelena.gov | http://cityofsthelena.gov/publicworks

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From: Paul Dohring <pdohring@cityofsthelena.gov>
Sent: Thursday, September 4, 2025 4:07 PM
To: Joseph Leach <jleach@cityofsthelena.gov>
Cc: Michelle Deasy <michellecdeasy@gmail.com>; TOM BELT <tmbelt@comcast.net>
Subject: Re: Water Neutrality Questions

Hi Joe,

Mr. Belt makes some important observations -- and asks some good questions-- about the quantitative underpinnings of our water neatrality policies and the implications going forward. It would be good to home in on these issues as we evaluate the effectiveness of our water neutrality policies, especially given the new and challenging housing mandates we face.

Paul

Paul J. Dohring I St. Helena Mayor

PDohring@cityofsthelena.gov

Tel: (707) 942-1298

From: TOM BELT <tmbelt@comcast.net>
Sent: Thursday, September 4, 2025 3:07 PM
To: Ian Dale <idale@cityofsthelena.gov>
Cc: Joseph Leach <jleach@cityofsthelena.gov>; Michelle Deasy <michellecdeasy@gmail.com>; Paul Dohring <pdohring@cityofsthelena.gov>

Subject: Water Neutrality Questions

Hello Ian,

According to the City's water neutrality report: "The developer shall be responsible for identifying residential or nonresidential properties eligible for retrofitting and verify to the department of public works that the required number of retrofits have been completed prior to the issuance of a certificate of occupancy."

For the Spring Grove development the project has identified 32 homes that need to be retrofitted. Can you tell me how the developer came to this number as I suspect there are not that many residential homes left in St. Helena that still need retrofitting.

In addition, does the city agree that the following are realistic times of use for the water saving appliances in the Spring Grove water neutral report?

(3) Toilet flushes/day?

(3) .25 minute faucet uses/day?

(1) 4 minute use of a kitchen faucet/day?

These statistics along with the others seem unrealistic and underestimate the amount of water these houses, once occupied will use. And if the amount of water use is unrealistic, so is the amount of in lieu fees the city will receive from the developer. Not to mention the hardship the extra use of water will cause existing St. Helena water customers if the numbers are inaccurate.

Have these projected use amounts and times of use for the appliances ever been verified as being accurate? If so, please provide the source that verified the accuracy of these standard.ever been.

Lastly, when was the last time the City updated it's water neutral policies? I'm aware that cities must meet the State's standards for developing more housing, but our city only has so much water and if the housing projects being developed are supposed to be water neutral I'm doubtful that will occur.. These standards need to be rewritten to reflect realistic use. The definition of water neutrality is: the principle that new developments must not increase the overall demand or consumption of water in a given region, ensuring that the total water use remains the same or decreases post-development. It's hard to believe that with all the development the city is looking at in order to meet the State's housing demand that water neutrality will actually take place using the standards the city is currently employing.

Add to the above that the report's cost of labor to install retrofit appliances is rated at $90/hour. Hourly rates for plumbers is close to twice that amount and this also distorts what the in lieu fees should actually be to meet water neutrality.

I look forward to your response.

Tom Belt

.

The following outlines the water performance requirements for fixtures and appliances.
Fixture # Unit Day Occupant
Toilet 3 Flushes 1 1
Faucet 0.25 Minute 3 1
Shower 8 Minute 1 1
Kitchen Faucet 4 Minute 1 1
Clothes Washer 0.37 Load 1 1
Dishwasher 0.1 Load 1 1

From: TOM BELT
To: Erika Opp
Subject: Fwd: RE: Water Neutrality Questions
Date: Monday, September 8, 2025 11:50:52 AM

Third correspondence from me to Mr. Janzen. Please disregard Mr. Janzen's previous reply at the bottom of the page.

> ---------- Original Message ----------
> From: TOM BELT <tmbelt@comcast.net>
> To: Eric Janzen <ejanzen@cityofsthelena.gov>
> Cc: Paul Dohring <PDohring@cityofsthelena.org>, "jleach@cityofsthelena.org" <jleach@cityofsthelena.org>, "mdeasy@cityofsthelena.gov" <mdeasy@cityofsthelena.gov>, Aaron barak <abarak@msn.com>, "kspadarotto@cityofsthelena.org" <kspadarotto@cityofsthelena.org>, "bsummers@cityofsthelena.gov" <bsummers@cityofsthelena.gov>
> Date: 09/07/2025 11:37 AM PDT
> Subject: RE: Water Neutrality Questions
>
> Mr. Janzen,
>
> In your reply to my concerns about the current City policy for water neutrality needing to be revised you stated: "The City considers these standards to be both reasonable and impartial for the purpose of estimating water use in new development".
>
> I would suggest the City needs to re-evaluate it's past policy for the following reasons:
>
> 1. During the 2020-21 drought, residential occupants were restricted to 65 gallons of water use per day/person. As a result the City ended up having to review forgiveness requests from a large number of water customers totalling millions of dollars in penalties for excessive use of water under the drought restrictions.
>
> The Spring Grove Housing Development (SGHD) water use projection plan, using the City's water neutral policy projects there will be 328 occupants residing in the 41 homes. If one multiplies 328 occupants by 65 gallons per day/occupant it totals 21,780 gallons per day for the complex. The SGHD water projection plan projects the water use for the entire development will equal 11,462 gallons per day. This equates to 34.9 gallons per day almost one half of what St. Helena residential water customers were allowed to use during drought conditions. I believe it is unrealistic to expect the occupants of the SGPD will use such little water for the life of the development which will end up causing a hardship on our City's current water customers.
>
> 2. In your reply to my email you wrote: "The theoretical water demand calculation prepared by the developer is based on the City's Water Neutrality Guideline. All developers must use this guideline when preparing their calculations. The guideline is based on the Napa County Onsite Wastewater Treatment System Technical Standards, LEED standards, California Plumbing Code and California Green Building Code. The Napa County Onsite Wastewater Treatment System Technical Standards consists of four parts all of which pertain to sewage and

wastewater. The California Plumbing Code refers to the California Green Building code which only addresses the requirement to install water saving appliances and does not address an occupants number of times per day an appliance is used or the length of time an appliance is used. I would submit that the City's Water Neutral policies projected length time and number of times an appliance is used per day is unrealistic. And, while the Leed standards include appliance use times and length of use, when the question was posed to Artificial Intelligence asking if using the LEED standards can achieve water neutrality in residential home development the response was: "*Achieving water neutrality in a new home development is unlikely to occur without enforcement, even if it is designed to meet LEED standards. This is because water neutrality is a performance-based outcome, whereas the LEED water standard is a voluntary, points-based certification system focused on design and equipment efficiency. A project can earn points for incorporating water-efficient technologies but is not guaranteed to achieve net-zero water use without mandated and verified performance.*
Based upon the above response, I'm doubtful the City would be willing to take on the responsibility of enforcing the LEED water use guidelines.
3. The SPGD water plan projects it will retrofit 32 existing homes. I believe the City's water neutrality policy places the responsibility for the developer to identify the homes that are in need of retrofitting. But, I did not read in the water projection plan the identity of those homes. This makes me question whether or not there are still 32 homes in St. Helena needing to be retrofitted.
4. The SPGD water use plan reads the cost of labor to install retrofitting appliances will be $90 per hour. I'd challenge the accuracy of this labor charge in hiring a licensed plumber in St. Helena. I'd wager the labor cost for a plumber to come to a home in St. Helena is closer to twice that amount.
All of this points to the City underestimating the realistic amount of water being used in St. Helena's current water neutrality policy and in the true value of in-lieu fees the City could be receiving in revenue to achieve water neutrality. Especially when one considers all the large number of homes being planned for development in our city.
Tom Belt
Resident of St. Helena since 1977

> On 09/05/2025 2:11 PM PDT Eric Janzen <ejanzen@cityofsthelena.gov> wrote:
>
> Mr. Belt,
>
> The Spring Grove development intends to comply with the water neutrality policy by using the in-lieu fee process. Council has final say on whether they get to use this process or not.
>
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City of St. Helena | Public Works

1088 College Avenue | St. Helena, CA 94574

Direct: (707) 967-2831 | ejanzen@cityofsthelena.gov | https://www.cityofsthelena.gov/publicworks

**Our email addresses have changed to .gov

From: Joseph Leach <jleach@cityofsthelena.gov>
Sent: Friday, September 5, 2025 12:31 PM
To: Paul Dohring <pdohring@cityofsthelena.gov>; TOM BELT <tmbelt@comcast.net>

Cc: Michelle Deasy <michellecdeasy@gmail.com>; Mario Traverso <mtraverso@cityofsthelena.gov>; Eric Janzen <ejanzen@cityofsthelena.gov>; Ian Dale <idale@cityofsthelena.gov>
Subject: RE: Water Neutrality Questions

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Cordially,

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Cc: Michelle Deasy <michellecdeasy@gmail.com>; TOM BELT <tmbelt@comcast.net>
Subject: Re: Water Neutrality Questions

Hi Joe,

Mr. Belt makes some important observations -- and asks some good questions-- about the quantitative underpinnings of our water neatrality policies and the implications going forward. It would be good to home in on these issues as we evaluate the effectiveness of our water neutrality policies, especially given the new and challenging housing mandates we face.

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Paul J. Dohring I St. Helena Mayor

PDohring@cityofsthelena.gov

Tel: (707) 942-1298

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Hello Ian,

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Add to the above that the report's cost of labor to install retrofit appliances is rated at $90/hour. Hourly rates for plumbers is close to twice that amount and this also distorts what the in lieu fees should actually be to meet water neutrality.

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Dishwasher 0.1 Load 1 1

From: TOM BELT
To: Erika Opp
Subject: Fwd: RE: Water Neutrality Questions
Date: Monday, September 8, 2025 11:53:09 AM

Fourth correspondence from Mr. Janzen. Again disregard my previous reply at the bottom.

---------- Original Message ----------
From: Eric Janzen <ejanzen@cityofsthelena.gov>
To: TOM BELT <tmbelt@comcast.net>
Cc: Paul Dohring <pdohring@cityofsthelena.gov>, Joseph Leach <jleach@cityofsthelena.gov>, Michelle Deasy <mdeasy@cityofsthelena.gov>, Aaron Barak <abarak@msn.com>, "kspadarotto@cityofsthelena.org" <kspadarotto@cityofsthelena.org>, Billy Summers <BSummers@cityofsthelena.gov>
Date: 09/08/2025 9:00 AM PDT
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The City already has LEED enforcement responsibility. LEED standards inform State codes regarding the efficiency of plumbing fixtures which may be installed in California homes. Our Building Official regularly inspects for non-compliant (i.e. “water wasting”) fixtures in any permitted project.

I stand by my previous responses to your remaining points.

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I would suggest the City needs to re-evaluate it's past policy for the following reasons:

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From: TOM BELT
To: Erika Opp
Subject: Fwd: RE: Water Neutrality Questions
Date: Monday, September 8, 2025 11:54:48 AM

Last correspondence in reply to Mr. Janzen's reply.
Thank you Erica,
Tom

> ---------- Original Message ----------
> From: TOM BELT <tmbelt@comcast.net>
> To: Eric Janzen <ejanzen@cityofsthelena.gov>
> Cc: Paul Dohring <pdohring@cityofsthelena.gov>, Joseph Leach <jleach@cityofsthelena.gov>, Michelle Deasy <mdeasy@cityofsthelena.gov>, Aaron Barak <abarak@msn.com>, "kspadarotto@cityofsthelena.org" <kspadarotto@cityofsthelena.org>, Billy Summers <BSummers@cityofsthelena.gov>
> Date: 09/08/2025 10:21 AM PDT
> Subject: RE: Water Neutrality Questions
> Mr Janzen,
> You completely misunderstood my reference to 65-gallons-per-person-day. It was only used to indicate how ridiculous the City's current water neutrality policy is when the Spring Grove Housing Development is projecting the occupants of that development will only use 35.9-gallons-per-person-per-day. Can you honestly believe the development's projected water use is realistic when during the drought so many of us had so much difficulty limiting ourselves to 65 gallons per day?
> As I'm sure you are aware, the LEED standards, in addition to recommending water efficient low flow water appliances, also specify appliance use times per day and occupant use of appliances per day. Those factors are integral to the LEED standards and achieving water neutrality. While the City does enforce the installation of LEED standard (Cal Green Building Code) appliances in new development, the City does not enforce how many times a day or for how long the appliances are used per day. These factors are important in determining whether or not water neutrality is accomplished in any new development.
> I applaud the fact that the City is re-evaluating Napa Counties Onsite Wastewater Treatment System Technical Standards. Making generalized assumptions may not lead to accurate results.
> When the City re-evaluates its water neutrality policy I would encourage City staff to consider the examples I have provided to ensure the policy reflects true water neutrality. After all, that should be the goal, shouldn't it?. I would also encourage the City to place a high priority on re-evaluating it's policy before projects like the Spring Grove Housing Development are approved. Once a non-water neutral development is approved, it cannot be reversed to the chagrin of St. Helena's current water customers.
> Lastly, for your information, I will be submitting our correspondence, relating to the City's current water neutral policy, to be included with other

public forum comments for tomorrow night's city council meeting.
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JOE LEACH, PE

ASSISTANT CITY MANAGER/DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

City of St. Helena | Public Works

1088 College Avenue | St. Helena, CA 94574

Direct: (707) 968-2629 | jleach@cityofsthelena.gov | http://cityofsthelena.gov/publicworks

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From: Paul Dohring <pdohring@cityofsthelena.gov>
Sent: Thursday, September 4, 2025 4:07 PM
To: Joseph Leach <jleach@cityofsthelena.gov>
Cc: Michelle Deasy <michellecdeasy@gmail.com>; TOM BELT <tmbelt@comcast.net>
Subject: Re: Water Neutrality Questions

Hi Joe,

Mr. Belt makes some important observations -- and asks some good questions-- about the quantitative underpinnings of our water neatrality policies and the implications going forward. It would be good to home in on these issues as we evaluate the effectiveness of our water neutrality policies, especially given the new and challenging housing mandates we face.

Paul

Paul J. Dohring I St. Helena Mayor

PDohring@cityofsthelena.gov

Tel: (707) 942-1298

From: TOM BELT <tmbelt@comcast.net>
Sent: Thursday, September 4, 2025 3:07 PM
To: Ian Dale <idale@cityofsthelena.gov>
Cc: Joseph Leach <jleach@cityofsthelena.gov>; Michelle Deasy <michellecdeasy@gmail.com>; Paul Dohring <pdohring@cityofsthelena.gov>
Subject: Water Neutrality Questions

Hello Ian,

According to the City's water neutrality report: "The developer shall be responsible for identifying residential or nonresidential properties eligible for retrofitting and verify to the department of public works that the required number of retrofits have been completed prior to the issuance of a certificate of occupancy."

For the Spring Grove development the project has identified 32 homes that need to be retrofitted. Can you tell me how the developer came to this number as I suspect there are not that many residential homes left in St. Helena that still need retrofitting.

In addition, does the city agree that the following are realistic times of use for the water saving appliances in the Spring Grove water neutral report?

(3) Toilet flushes/day?

(3) .25 minute faucet uses/day?

(1) 4 minute use of a kitchen faucet/day?

These statistics along with the others seem unrealistic and underestimate the amount of water these houses, once occupied will use. And if the amount of water use is unrealistic, so is the amount of in lieu fees the city will receive from the developer. Not to mention the hardship the extra use of water will cause existing St. Helena water customers if the numbers are inaccurate.

Have these projected use amounts and times of use for the appliances ever been verified as being accurate? If so, please provide the source that verified the accuracy of these standard.ever been.

Lastly, when was the last time the City updated it's water neutral policies? I'm aware that cities must meet the State's standards for developing more housing, but our city only has so much water and if the housing projects being developed are supposed to be water neutral I'm doubtful that will occur.. These standards need to be rewritten to reflect realistic use. The definition of water neutrality is: the principle that new developments must not increase the overall demand or consumption of water in a given region, ensuring that the total water use remains the same or decreases post-development. It's hard to believe that with all the development the city is looking at in order to meet the State's housing demand that water neutrality will actually take place using the standards the city is currently employing.

Add to the above that the report's cost of labor to install retrofit appliances is rated at $90/hour. Hourly rates for plumbers is close to twice that amount and this also distorts what the in lieu fees should actually be to meet water neutrality.

I look forward to your response.

Tom Belt

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The following outlines the water performance requirements for fixtures and appliances.
Fixture # Unit Day Occupant
Toilet 3 Flushes 1 1
Faucet 0.25 Minute 3 1
Shower 8 Minute 1 1
Kitchen Faucet 4 Minute 1 1
Clothes Washer 0.37 Load 1 1
Dishwasher 0.1 Load 1 1

CITY OF ST. HELENA
PROCLAMATION

Suicide Prevention Month ~ September 2025

***WHEREAS*,** the Napa County Suicide Prevention Council (SPC), a public/private collaborative of people and organizations who are dedicated to reducing stigma around suicide, supporting those who have lost loved ones to suicide, identifying and advocating for resources and promoting a safe, connected and resilient community to reduce the risk of suicide; and

WHEREAS, in the last eight years NCSPC has worked tirelessly to reach their vision of a suicide-free community through education and training, stigma reduction, linkage to services, and provision of resources to combat suicide; and

***WHEREAS*,** in Napa County, adults over age 60 experience the highest rates of death by suicide, and firearm and hanging/suffocation accounts for about 8 in 10 deaths by suicide; and

***WHEREAS*,** in Fiscal Year 23-24, the SPC published a 3-year Strategic Plan for Suicide Prevention which reflects the priorities, accomplishments, and needs for suicide prevention in Napa County. This past fiscal year, SPC trained 249 youth and 387 adults, for a total of 636 community members, in the Question, Persuade, Refer model of suicide prevention; and

***WHEREAS*,** in partnership with Napa County Health and Human Services, the SPC organized and will host the second annual Suicide Prevention Conference on September 17, 2025 with the theme of Beyond Awareness: Allies in Action for Suicide Prevention; and

***WHEREAS*,** this year's conference learning opportunities will focus on population groups at high risk of suicide, including older adults, veterans, and LGBTQ+ youth, who are facing increased discrimination and oppression as a result of changing federal policies

***WHEREAS*,** every City of St. Helena resident can be an ally by knowing the signs of suicide, finding the words to communicate with someone they are concerned about, and reaching out to local resources for help.

NOW, THEREFORE, BE IT RESOLVED that I, Paul Jamison Dohring, Mayor of the City of St. Helena, along with the St. Helena City Council, do hereby proclaim ***September 2025 as Suicide Prevention Month.***

Dated: September 9, 2025

____
PAUL JAMISON DOHRING, MAYOR
CITY OF ST. HELENA

CITY OF ST. HELENA

Proclamation Recognizing National Hispanic Heritage Month
September 15 – October 15, 2025

WHEREAS, in 1968, President Lyndon B. Johnson first recognized Hispanic Heritage week, later expanded by President Reagan to one month, and each successive United States President has continued this tradition of declaring September 15 through October 15 to be National Hispanic Heritage Month and has called upon the people of our country to observe this month with appropriate respect, ceremonies, and activities; and

WHEREAS, Napa County and City of St. Helena has a long history of welcoming immigrants and is home to a growing multi-ethnic and multicultural Latino population, including citizens originating from Mexico, the Caribbean, Central and South America, all of whom are welcome and very much appreciated; and

WHEREAS, we recognize the importance of acknowledging the diversity of the Hispanic and Latino community, spanning a multitude of countries, languages, cultures, and traditions, all of which contribute to the vibrant mosaic of American life; and

WHEREAS, in 2014 the Latino population became the largest ethnic group in California. The City of St. Helena honors and celebrates the contributions of the Latino community in our history throughout the state and here in St. Helena; and

WHEREAS, the diverse Latino population of the City of St. Helena and Napa County make a significant economic contribution and has other profound positive influences on our community through their strong commitment to family, faith, education, hard work, culture and service. They enhance and shape our community through multi-ethnic and multicultural customs and traditions; and

WHEREAS, the City of St. Helena and Napa County, which thrives on the diversity and ingenuity of all our people, also depends on the continued support and success of our diverse Latino population. We will continue to be enriched by the transcultural contributions of our Latino friends and neighbors for many decades to come, and we will continue to make efforts to create an inclusive environment where we can all thrive; and

WHEREAS, we invite all community members to take part in this year's Hispanic Heritage Month celebrations.

NOW, THEREFORE LET IT BE RESOLVED, that I, Paul Jamison Dohring, Mayor of the City of St. Helena, and the St. Helena City Council, do hereby proclaim September 15 - October 15, 2025, as Hispanic Heritage Month in the City of St. Helena.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	September 9, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution authorizing the City Manager to (1) Execute Amendment No. 2 to Professional Services Agreement STH Contract FY2024-093 with Mead & Hunt, Inc. for the Bell Canyon Reservoir Intake Tower and Valve House Project in the amount of $366,657 for a revised not-to-exceed contract total of $1,463,440 and a 10% contingency of $146,344 for a total consultant budget of $1,609,784; (2) Approve budget amendments.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	• June 27, 2017 - Resolution 2017-090 authorizing Professional Services Agreement with GEI Consultants for CIP W-109 Bell Canyon Reservoir Intake Tower Replacement. • August 14, 2018 - Resolution 2018-107 authorizing Amendment No. 1 to the GEI Agreement to add CIP W-85 Bell Valve House Replacement Project. • June 11, 2024 - Resolution 2024-089 authorizing Professional Services Agreement with Mead & Hunt, Inc. for CIP W-109 & W-85 in the not-to-exceed amount of $1,043,211 and 10% contingency for a total consultant budget of $1,147,532.
STATEMENT OF THE PURPOSE:	To obtain City Council approval for Amendment No. 2 to the Professional Services Agreement with Mead & Hunt, Inc. which increases the scope of engineering and design services for the Bell Canyon Reservoir Intake Tower and Valve House Project and raises the total contract not-to-exceed amount to $1,463,440, and a 10% contingency of $146,344.
FINANCIAL IMPACT:	Funding for this amendment will come from three sources: • Released funds already tied to this project – $99,907 was previously set aside under a contract but has since been released and is now available for use. • Existing project budget – an additional $25,703 will be applied from money already appropriated.

	• General Obligation Bonds (GO Bonds) – the remaining $294,619, plus the $167,633 contingency, will be covered by GO Bond Funding.

BACKGROUND:
Bell Canyon Reservoir is a man-made water supply reservoir serving the City of St. Helena. The reservoir, which was constructed during 1958 and 1959, has a storage capacity of approximately 2,500 acre-feet and serves as one of the City's main sources of potable water. The reservoir is impounded by a 500-foot long, 95-foot high embankment dam with a crest width of 20 feet and a crest elevation of 430 feet. A spillway with a crest elevation of 422 feet is located approximately one-quarter mile west of the embankment dam and discharges into the west fork of Bell Creek.

The freestanding intake tower is located at the upstream toe of the embankment to service two parallel outlet pipes in a common concrete encasement. One pipe is a 42-inch-diameter low-level outlet sluice pipe that passes through the base of the dam to a valve house, where it discharges into Bell Creek. The other pipe is a 24-inch-diameter water supply intake for the nearby Louis Stralla Water Treatment Plant (LSWTP); this pipe also passes through the base of the dam parallel to the 42-inch outlet. The 24-inch pipeline bifurcates at the downstream valve control house to provide minimum bypass flows into Bell Creek.

The intake tower has been in service for over 65 years and has reached the end of its service life. The intake tower as originally designed and constructed does not meet current seismic requirements. The City was directed on February 1, 2016, by the California Department of Water Resources (DWR), the California Division of Safety of Dams (DSOD) to evaluate the adequacy of the outlet tower for static and seismic loads by October 1, 2016. As a result of further review during 2016, the City stated in their January 17, 2017, Request for Proposals that the tower had deteriorated and did not meet current seismic standards.

Constructed along with the Bell Canyon Dam intake tower, the main outlets through the dam have also been in service for over 65 years and the downstream outlet system now requires an updated analysis and modifications due to corrosion and pitting of the downstream outlet piping. Based on past assessments, the existing outlet system no longer has an adequate factor of safety. In addition, the emergency reservoir discharge cone valve (Rotovalve) and foundation require replacement due to vibration issues during discharge. The Rotovalve is not recommended for high flow releases during emergency releases and does not dissipate the hydraulic energy required.

On June 11, 2024, the City entered into a Professional Services Agreement (STH2024-093) with Mead & Hunt, Inc. for engineering, modeling, and constructability services to complete the Bell Canyon Reservoir Intake Tower Replacement (CIP W-109) and the Bell Valve House Replacement (CIP W-85).

- Original Contract: $1,043,211, with 10% contingency for a total of $1,147,532
- Amendment No. 1 (July 30, 2025): Added $53,572 for expanded environmental planning, biological/cultural investigations, and lighting design revisions, for a revised contract total of $1,096,783 utilizing contingency.

DISCUSSION:
Amendment No. 2 expands the project scope to include additional design services for Valve House improvements identified in the City's condition assessment. Specific tasks include:

- Seismic bracing for roof and wall connections, CMU reinforcement, and anchorage improvements for equipment.
- Reconstruction of deteriorated guardrails to meet code.
- Engineering for structural, architectural, electrical, and HVAC upgrades.
- Preparation of an additional 38 drawings and 7 specifications.
- Deliverables at 60%, 90% and 100% design stages.

These additional improvements are critical to ensuring the Valve House and Intake Tower meet current seismic and safety standards while addressing operational deficiencies.

Funding updates are as follows:

STH Contract FY2024-093

Contract Phase	Amount	Cumulative Total
Original Agreement (June 2024)	$1,043,211	$1,043,211
Amendment No. 1 (July 2025)	$53,572	$1,096,783
Amendment No. 2 (August 2025)	$366,657	$1,463,440
Contingency - 10%	$146,344	$1,609,784

ENVIRONMENTAL REVIEW:
This action does not constitute a project. This scope of services includes the preparation of a project description and an initial study.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

RESOLUTION Amendment No. 2 Mead & Hunt
STH Contract FY2024-093 Amendment No 2-c1
W-85 CIP Page
W-109 CIP Page

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

AUTHORIZING THE CITY MANAGER TO (1) EXECUTE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT STH CONTRACT FY2024-093 WITH MEAN & HUNT, INC. FOR THE BELL CANYON RESERVOIR INTAKE TOWER AND VALVE HOUSE PROJECT IN THE AMOUNT OF $366,657 FOR A REVISED NOT-TO-EXCEED CONTRACT TOTAL OF $1,463,440 AND A 10% CONTINGENCY OF $146,344 FOR A TOTAL CONSULTANT BUDGET OF $1,609,784; (2) APPROVE BUDGET AMENDMENTS.

RECITALS

A. On February 1, 2016 the California Department of Water Resources' Division of Safety of Dams directed the City to evaluate the adequacy of the Bell Canyon Reservoir outlet tower for static and seismic loads by October 1, 2016; and

B. On June 27, 2017 the City Council adopted Resolution 2017-090 authorizing the execution of a Professional Services Agreement with GEI to develop Capital Improvement Program Project No. W-109, the Bell Canyon Reservoir Intake Tower; and

C. On August 18, 2018 the City Council adopted Resolution 2018-107 authorizing the execution of Amendment 1 to the Professional Services Agreement with GEI to develop Capital Improvement Project No. W-85, the Bell Valve House Replacement Project; and

D. On July 30, 2025 Amendment No. 1 to the Agreement with Mead & Hunt, Inc. was completed under the 10% contingency in the amount of $53,572 to support expanded environmental planning, biological and cultural resources investigations, and revisions to Valve House lighting design; and

E. The City has determined that additional engineering services are required to implement recommendations from the Water Treatment Plant Condition Assessment, including seismic bracing, CMU reinforcement, guardrail reconstruction, anchorage improvements, pest exclusion measures, and structural, architectural, electrical, and HVAC upgrades; and

F. Mead & Hunt, Inc. has submitted a proposal for Amendment No. 2 in the amount of $366,657, resulting in a new contract not-to-exceed total of $1,463,440.

RESOLUTION

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

1. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement STH Contract FY2024-093 with Mead & Hunt, Inc. in the amount of $366,657, for a revised not-to-exceed total contract amount of $1,463,440, and a 10% contingency of $146,344 for a total consultant budget of $1,609,784; and

2. Budget Amendment is as follows:

Description	Fund	GL Account	Amount
Transfer to Other Funds - Budget Increase to Expense	421 – GO Bonds	421-40-00-29-99	$462,252
Operating Transfers In – Budget Increase to Revenue	763 – Water Enterprise	763-39-98-00-00	$462,252

3. Funding is as follows:

Description	Fund	GL Account	Amount
CIP Project W-109	763 – Water Enterprise Bonds	763-50-30-31-10	$821,922
CIP Project W-109	763 – Water Enterprise Bonds	763-50-30-31-20	$200,000
CIP Project W-85	421 – GO Bonds	763-50-30-31-10	$587,862

Approved at a Regular Meeting of the St. Helena City Council on September 09, 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. 2

TO PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT; STH CONTRACT NO: 2024-093 FOR BELL CANYON RESERVOIR INTAKE TOWER AND VALVE HOUSE PROJECT FOR AN ADDITIONAL $366,657 FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,463,440.

This second Amendment to Professional Services Agreement STH Contract: 2024-093 dated June 11, 2024 ("Agreement") is made as of this 9th day of September 2025 by and between the City of St. Helena, a municipal corporation ("City"), and Mead & Hunt ("Consultant").

RECITALS

A. On June 11 2024, the City of St. Helena (“City”) entered into a Professional Services Agreement, Contract No. 2024-093, with Mead & Hunt (“Consultant”) to provide engineering design and environmental services for the Bell Canyon Reservoir Intake Tower and Valve House Project (“Project”); and

B. On July 30, 2025 Amendment No. 1 to the Agreement with Mead & Hunt, Inc. was completed under the 10% contingency in the amount of $53,572 to support expanded environmental planning, biological and cultural resources investigations, and revisions to Valve House lighting design; and

C. The City has determined that additional engineering services are required to implement recommendations from the Water Treatment Plant Condition Assessment, including seismic bracing, CMU reinforcement, guardrail reconstruction, anchorage improvements, pest exclusion measures, and structural, architectural, electrical, and HVAC upgrades; and

D. Mead & Hunt, Inc. has submitted a proposal for Amendment No. 2 in the amount of $366,657, resulting in a new contract not-to-exceed total of $1,463,440.

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 $1,463,440... "

2. The Agreement is amended to incorporate the Client Contract Amendment letter dated August 13, 2025, which sets forth the additional scope of work to be completed by Consultant.

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

Entered as of the day and year first above stated.

CONSULTANT:	**CITY OF ST. HELENA** a Municipal Corporation
Signatures of Authorized Persons:	By:________________________________
By:______________________________	Print Name: Anil Comelo
Print Name:______________________	Title: City Manager
Title: ___________________________	APPROVED AS TO FORM:
	___________________________ Ethan Walsh, City Attorney
	ATTEST:
	___________________________ City Clerk

Mead &Hunt

FORM AMD 01-2025

CLIENT CONTRACT AMENDMENT

September 4, 2025

Joseph Leach, PE	**Project Name:**	Bell Canyon Intake Tower and Valve House Project
City of St. Helena Public Works	**Project Location:**	Bell Canyon Reservoir
1088 College Avenue	**Project Number:**	R1950000-240266.01
St. Helena, CA 94574	**Project Manager:**	Chris Hirschmann, PE

Subject: Amendment No. 02

Dear Joe:

The above-referenced PROJECT requires an Amendment. The work in this Amendment is in addition to the Scope of Services stated in the contract between the City of St. Helena Public Works (the "CLIENT") and Mead and Hunt, Inc. (the "CONSULTANT") dated June 11, 2024 (as previously amended, the "CONTRACT").

The CLIENT agrees that the CONSULTANT shall provide professional consulting services for the PROJECT as set forth in this Amendment, and the CLIENT shall provide payment for those services as provided in this Amendment.

A detailed description of our understanding of the Amended PROJECT Scope of Services, Schedule, and Compensation is provided below.

1. Reason for Amendment

The CLIENT provided a condition assessment to the CONSULTANT, which provides recommendations for improvements to the Water Treatment Plant. Improvements are categorized into three priorities: immediate, near-term, and long-term. The existing Bell Canyon Intake Tower and Valve House Project has significant modifications to the Valve House and should include any immediate and near-term improvements identified by the condition assessment provided. The condition assessment noted the following regarding the valve house:

- Install wall anchorage to connect to the wall. The roof is not anchored to the wall, and there are no anchor bolts in the sill. The roof provides bracing for the wall in a seismic event. Prepare engineered plans to brace the walls.
- There is a wood-framed pony wall on top of the CMU wall on three sides of the building. This configuration does not allow the roof to brace the walls. Prepare engineered plans to brace the walls to the roof and bypass this short section of wood wall.
- Improve the anchorage for the air compressor to properly resist seismic forces. Prepare engineered calculations for proper anchorage.

- The guardrail over the canal is deteriorated, and the framing and connections do not have the ability to resist Code-required loads. Rebuild the guardrail and connections to comply with Code.
- The permanganate storage and feed building has not been designed to resist seismic or wind forces. Deficiencies include no hold-downs at the shear walls and no attachment at the roof to resist wind uplift.
- Seal the openings along the perimeter of the outlet structure building to prevent entry by pests.
- Construct a concrete slab outside of the new permanganate storage and metering building for safe handling of chemical barrels.

The CLIENT has requested that the CONSULTANT provide additional comprehensive engineering design services as defined in the Scope of Services below.

2. Amended Scope of Services

The Scope of Services for the PROJECT is amended as follows:

- Provide construction documents related to the demolition and installation of a new valve house for the Bell Canyon Reservoir to include additional improvements identified in the condition assessment.
    - Design to include:
        - ASCE hazard code analysis
        - CMU wall design parameters
        - Typical beam members, hatch opening, sub-purlins, and roof connection
        - Typical wall, door jamb, and various jambs for other openings
        - Lateral analysis for seismic and wind
        - Interior deck joist, beams, columns, and stair design
        - Exterior deck joist, beams, and columns design
        - Foundations and typical footings for walls
        - Architectural analysis
        - Electrical load analysis
        - HVAC heat load analysis
- Mead & Hunt has identified an additional 38 drawings and 7 specifications to be developed in addition to the ones listed in the original CONTRACT.
- The Mead & Hunt team will prepare and submit three milestone deliverables, which will be reviewed by CLIENT as follows:
    - 60% Plans, Specification Table of Contents
    - 90% Plans, Specifications
    - 100% - Issued for Bid Plans, Specifications

No additional cost estimate submittals are included in this Amendment. Cost Estimates for the amended scope of services will be provided with the 100% and the Issued for Bid deliverables of the original CONTRACT.

Potable water system is not included in the scope.

3. Amended Schedule

CONSULTANT proposes the following revised dates to complete the work for this PROJECT based on receiving notice to proceed by August 29, 2025:

- Site visit to collect additional data by September 12, 2025
- 60% Deliverable Package due November 7, 2025
- 90% Deliverable Package due December 26, 2025
- 100% - Issued for Bid Package due January 23, 2026

4. Amended Compensation

Form of compensation for work in this Amendment will be in accordance with the CONTRACT. The CLIENT will pay the CONSULTANT an increase of **$366,657** for the work performed under this Amendment. This Amendment results in a revised contract amount as shown below.

Original Contract	$	1,043,211
Amendment 1	$	53,572
Amendment 2	$	*366,657*
Revised Total Contract Amount	**$**	**1,463,440**

5. Amended Responsibilities of the CLIENT

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on the CLIENT performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

6. Authorization for Amendment

The Amended Scope of Services, Schedule, and Compensation stated in this amendment are valid for a period of thirty (30) days from the date of issuance. If authorization to proceed is not received during this period, this amendment may be reviewed and modified by CONSULTANT. Provided, however, if a signed copy of this Authorization is not received by CONSULTANT within seven (7) days from the date of issuance, CONSULTANT may stop work on the above services until receipt of the signed Amendment. Signatures of authorized representatives of CLIENT and CONSULTANT shall amend the CONTRACT, and receipt of one signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the CONTRACT and amendments, if applicable.

Respectfully submitted,

MEAD AND HUNT, INC.		Approved by: MEAD AND HUNT, INC.	
By:	*Author*	By:	*Authorized Signer Review*
Name:	Chris Hirschmann, PE	Name:	Warren S. Hayden, PE
Title:	Project Manager	Title:	Vice President
Date:	September 4, 2025	Date:	September 4, 2025

Attachment

Accepted by: CITY OF ST. HELENA PUBLIC WORKS

By: ______________________

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Name: ______________________

Title: ______________________

Date: ______________________

Attachment A. Cost Estimate

Task	Description	Personnel	Senior Associate	Senior Project Engineer	Project Engineer	Engineer II	Engineer I	Architect III	Architect II	Engineering Technician II	Project Assistant	Administrative Assistant	Task Total Hours Total Cost
			Mead & Hunt - Prime										
		$/hr	$ 323	$ 289	$ 250	$ 180	$ 153	$ 204	$ 180	$ 144	$ 163	$ 125	
1.0	**Project Management and Coordination**		36	104		36	22	4		12			214
			$11,628	$30,056		$6,480	$3,366	$816		$1,728			$54,074
2.0	**Data Validation and Gap Analysis**												
3.0	**Environmental Review and Permitting**												
4.0	**Final Engineering**		202	153	24	183	132	219	256	324	18	22	1533
			$65,246	$44,217	$6,000	$32,940	$20,196	$44,676	$46,080	$46,656	$2,934	$2,750	$311,695
	Expenses											$888	$888
	TOTAL HOURS BY PERSON		238	257	24	219	154	223	256	336	18	22	1747
	TOTAL AMOUNT BY PERSON		$76,874	$74,273	$6,000	$39,420	$23,562	$45,492	$46,080	$48,384	$2,934	$2,750	$366,657

Bell Canyon Valve House Replacement

Project No: W-85

Category Water

Project Location: APN 021-420-019

Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 763-5030-

STATUS: Design

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:
The Bell House Valve Replacement Project is a critical safety and infrastructure upgrade mandated by the California Division of Safety of Dams (DSOD). The project involves the replacement of the existing valve at the Bell Canyon Reservoir to ensure the City can safely and effectively control water releases during an emergency. Key elements of the project include: replacing the aging valve system to ensure reliable operation during DSOD-mandated drawdowns, preventing the uncontrolled draining of Bell Canyon Reservoir, which could occur if the existing valved failed to close, and supporting emergency preparedness and compliance with DSOD safety standards.

PROJECT NOTES:
•Project to be bid concurrently with the Intake Tower Improvements project CIP No. W-109.
•Originally estimated for construction in FY22; later identified as a high-priority project per Public Works update on May 17, 2022.
•$49,029.88 in prior recorded labor (pre-FY13) is tracked in Springbrook and excluded from the current budget.
•FY24 -Project included in the GO Bond allocation ($620,000 total across multiple water projects):
- W-85 Bell House Valve Replacement - $470,000 (Tranche 2, FY27)
- W18-120 Bell Canyon Phreatic Surface Monitoring - $100,000 (Tranche 1, FY24)
- W-108 Lower Reservoir Rehab - $50,000 (Tranche 2, FY27)
•FY25 - Project advanced to FY26 (from FY27) to address regulatory urgency.
- Funding increases and PSA executed per Resolution 2024-089 adopted June 11, 2024.
•FY26 - anticipate completion of design FY26Q2. Moved funding from FY27 to FY26.

EXPENDITURES	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
3110 - Design		99,907	487,955					587,862
3150 - Construction Management			30,000					30,000
3160 - Construction Contract			390,000					390,000
3170 - Contingency			30,000					30,000
EXPENDITURE TOTALS		99,907	937,955					1,037,862
FUNDING SOURCES								
421-Go Bonds			932,252					932,252
763-Water Capital Improvement - Bond		99,907	5,703					105,610
FUNDING TOTALS		99,907	937,955					1,037,862

Bell Canyon Intake Tower Replacement

Project No:	**W-109**
Category	**Water**
Project Location:	**Bell Canyon Reservoir (APN 021-420-019)**
Responsible Department:	**Public Works**

EXPENDITURE ACCOUNTS: 763-5030-

STATUS: Design

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:
The Bell Canyon Intake Tower Replacement Program is a critical infrastructure initiative to address compliance requirements issued by the California Department of Water Resources Division of Safety of Dams (DSOD). The existing intake tower at Bell Canyon Reservoir is non-compliant and poses a risk of enforcement action, including permit suspension or revocation. Key components of the project include: -Design and construction of a new intake tower. -Environmental review and permitting. -Construction management and contingency planning to support delivery of a complex, regulatory-driven capital improvement.
Failure to complete the project would jeopardize the City's permitted use of Bell Canyon Reservoir.

PROJECT NOTES:
PW has designated this project as high priority due to the significant regulatory risk.
Debt financing is anticipated, and the project was included in the Utility Rate Study for long-term funding planning.
•FY24 - Project added to CIP and delivery timeline established in the proposed Rate Study.
•FY25 - Resolution 2024-089 (Adopted June 11, 2024) - Added funding to the project scope. Authorized execution of the Professional Services Agreement (PSA) for design. Increased the total project budget from $3.3 million to $6.0 million (pre-06/30/2024 expenses excluded).
-Project is being coordinated with W-85 (Bell House Valve Replacement) for shared construction planning.
•FY26 - Design completion anticipated in FY26 Q2.

EXPENDITURES	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	PROJECT TOTAL
3110 - Design	1,317,142							1,317,142
3120 - Environmental/Planning	200,000							200,000
3150 - Construction Management				509,145				509,145
3160 - Construction Contract				4,000,000				4,000,000
3170 - Contingency		18,289		490,855				509,144
EXPENDITURE TOTALS	1,517,142	18,289		5,000,000				6,535,431
FUNDING SOURCES								
561-Water Rate Revenues	290,168							290,168
763-Water Capital Improvement - Bond	1,226,974	18,289		5,000,000				6,245,263
FUNDING TOTALS	1,517,142	18,289		5,000,000				6,535,431

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	September 9, 2025
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed approval of a resolution authorizing 1) Flying the Italian flag on the City's ceremonial flagpole during the month of October 2025 for Italian Heritage Month; and 2) Authorizing temporary street parking closures on the westside of Railroad Avenue from the Fire Station to the end of Lyman Park, and the public parking lot between Lyman Park and the Fire Station during the Festa Italiana event; 3) Approval of wine and beer vendors in Lyman Park during the Festa Italiana event; and 4) Authorizing mobile food vendors to park and operate in the closed parking spaces on Railroad Avenue during the event.
RECOMMENDED ACTION:	Staff recommends City Council adopt the attached Resolution.
PREVIOUS COUNCIL ACTION:	City Council has previously approved this event in years past.
STATEMENT OF THE PURPOSE:	To celebrate Italian Heritage Month by hosting a free event for the community.
FINANCIAL IMPACT:	The total financial impact is estimated at $550 for permit fees that the applicant is requesting to be waived, which will be a reduction in General Fund Revenues (Fund 101).

BACKGROUND:

It was first requested in 2019 that the Italian flag be raised on the City's Ceremonial Flagpole in recognition of October being Italian Heritage month. The flag has been raised every year since. The City Council's adopted policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property authorizes the display of non-governmental flags on City property.

Festa Italiana has become an annual free event for the community to celebrate Italian Heritage Month and is celebrated with local Italian wines, food, music, and more.

DISCUSSION:

Anthony Micheli is chairing the 2025 Festa Italiana community event, sponsored by Sons and Daughters of Italy in America. This event is to take place at Lyman Park from 12:00 p.m. to 4:00 p.m. on Saturday, October 4, 2025. The community event will start with the Italian National Anthem and host vendors such as Italian owned wineries, food trucks, and other donated food and beverages will be available to the community.

All food and non-alcoholic beverages will be at no cost to the attendees through donations. Per ABC licensing, there will be a fee for alcoholic beverages. In honor of Italian Heritage month and in support of the event, Mr. Micheli has made the following requests:

1. The Italian flag be flown on the City Ceremonial Flagpole for the month of October 2025; and
2. Temporary closure of street parking on the westside of Railroad Avenue from the Fire Station to the end of Lyman Park and the public parking lot between Lyman Park and the Fire Station for the event; and
3. Approval of mobile food trucks to be parked in the closed parking spots on Railroad Avenue, and approval of wine and beer vendors in Lyman Park during the Festa Italiana event.

All necessary permits including an encroachment permit and Lyman Park reservation form will be provided to the City in a timely manner including all required liability insurance. It is anticipated that all food and beverages will be provided at no cost, via donations, and the event organizer will be responsible for securing an ABC license.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution Authorizing (1) Flying the Italian Flag on the City's Ceremonial Flagpole During the Month of October 2025 for Italian Heritage Month; and (2) Temporary Street Parking Closures on the Westside of Railroad Avenue from the Fire Station to the End of Lyman Park, and the Parking Lot Between Lyman Park and the Fire Station During the Festa Italiana Event; and (3) Wine and Beer Vendors in Lyman Park During the Festa Italiana Event; and (4) Mobile Food Vendors to Park and Operate in the Closed Parking Spaces on Railroad Avenue During the Festa Italiana Event.

RECITALS

A. On May 28, 2019, the St. Helena City Council adopted the Policy P-CC-0001 Outdoor Display of Governmental and Non-Governmental Flags on City Property, which authorizes the display of non-governmental flags on City property; and

B. A request has been made by Mr. Anthony Micheli for the Italian Flag to be flown during the month of October 2025 in honor of Italian Heritage Month; and

C. Mr. Micheli is chairing the October 4, 2025, Festa Italiana community event, sponsored by the Sons and Daughters of Italy in America at Lyman Park from 12 p.m. to 4 p.m.; and

D. A request has been made for temporary street parking closures on the westside of Railroad Avenue from the Fire Station to the end of Lyman Park, and the parking lot between Lyman Park and the Fire Station during the event; and

E. A request has been made for mobile food vendors to park and operate on the closed parking area on Railroad Avenue during the event; and

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

G. Section 21101(e) of the California Vehicle Code provides the local authorities may, by resolutions, temporarily close a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction of a public office or employee that the local authority designated by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

RESOLUTION

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

1. Authorizes flying the Italian flag on the City's ceremonial flagpole during the month of October 2025 to recognize Italian Heritage Month.
2. The City Council finds that the benefits derived from the temporary closing of the City street for Festa Italiana community event outweigh the anticipated inconvenience and the closing is necessary for the safety and protection of persons who are to use that portion of the street and parking lot during the temporary closing. The City Council authorizes closure of the following street parking and parking lot during the hours of the event:
    - Street parking on the westside of Railroad Avenue from the Fire Station to the end of Lyman Park
    - The public parking lot between Lyman Park and the Fire Station
3. Mobile food vendors are permitted to park and operate on the closed parking spots on Railroad Avenue.
4. The possession of open containers of alcohol is permitted on public streets and parking lots encompassed by this event.

Approved at a Regular Meeting of the St. Helena City Council on September 9, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Erika Opp, Acting City Clerk

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Finance

DATE:	September 9, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Consideration and Proposed Approval of a Resolution Establishing the 2026 Tax Rate for General Obligation Bonds.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	October 25, 2022 - Approval of Resolution 2022-98 authorizing the issuance and sale of General Obligation Bonds in an aggregate principal amount not to exceed $6,000,000. September 12, 2023 - Resolution 2023-116 Establishing 2024 Tax Rate for General Obligation Bonds. August 27, 2024 - Resolution 2024-125 Establishing 2025 Tax Rate for General Obligation Bonds.
STATEMENT OF THE PURPOSE:	The purpose is to establish the 2026 Tax Rate for the General Obligation Bonds.
FINANCIAL IMPACT:	The fiscal impact to the City of St. Helena will be revenue of approximately $349,040 to Fund 421 to pay for debt service on the City's General Obligation Bonds.

BACKGROUND:

On February 22, 2022, the City Council adopted Ordinance 2022-3 (Measure H), an ordinance ordering the submission of a proposition to incur bonded indebtedness to the voters. Measure H was successful in the June 2022 election.

The object and purpose of the Bonds is to finance the costs of municipal improvement projects of the City (the "Improvements"), consisting of drinking water system improvements, including but not limited to Bell Canyon Spillway repairs, water main rehabilitation and replacements, valve replacements, Bell Canyon Phreatic Surface Monitoring, lower reservoir rehabilitation, and replacing pipes to increase fire flow, sewer system improvements, including but not limited to replacing pipes and making Crinella Lift Station improvements, stormwater system improvements, including but not limited to replacing pipes, drains, culverts and other components of the system, and recycled water system improvements, including but not limited to providing pump station and pipes to distribute recycled water, all as acquired or constructed by the City to protect local water quality/supply, improve drought resilience, keep sewage, pollution, trash and chemicals from local rivers, creeks and streams, and protect safe, sustainable, local water sources.

On August 27, 2024, City Council approved Resolution 2024-125 establishing the Fiscal Year 2024-25 Tax Rate for the General Obligation Bonds, which needs to be reestablished for Fiscal Year 2025-26.

DISCUSSION:
On October 25, 2022, the City Council approved Resolution 2022-98 authorizing the issuance and sale of General Obligation Bonds in an aggregate principal amount not to exceed $6,000,000, which is the first of three tranches to be issued. The first tranche bonds were sold and awarded pursuant to a competitive bidding process held on November 15, 2022.

Each year the City Council will review and adopt a resolution setting the rate to be charged on property tax bills for the General Obligation Bonds passed by the voters. These assessments are required to generate revenues to pay for debt service on the City’s General Obligation Bonds over the current fiscal year.

The original estimate was that the rate would not be more than $26.99 per $100,000 with an average tax of $15.22. The tax rate on the City's General Obligation Bonds per year was established as follows:

- Fiscal Year 2023-24 - $10.82 per $100,000 assessed valuation or $0.01082 per $100
- Fiscal Year 2024-25 - $10.11 per $100,000 assessed valuation or $0.01011 per $100

The tax rate on the City's General Obligation Bonds for Fiscal Year 2025-26 is $9.72 per $100,000 assessed valuation or $0.00972 per $100.

ENVIRONMENTAL REVIEW: None.

GOAL:

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

DOCUMENTS ATTACHMENTS:

Resolution - Establishing a Tax Rate for Servicing Debt Obligations

CITY OF ST. HELENA

RESOLUTION NO. 2025-___

ESTABLISHING A TAX RATE FOR SERVICING DEBT OBLIGATIONS INCURRED BY THE ISSUANCE OF 2022 GENERAL OBLIGATION BONDS – MEASURE H, TO BE EFFECTIVE FOR THE 2025-26 FISCAL YEAR

RECITALS

A. Each year the City must determine and set the tax rate necessary to generate sufficient revenues from property taxes to pay debt service for the subject fiscal year; and

B. The City has determined that during fiscal year 2025-26, $349,040 must be raised by taxation for the purpose of servicing debt incurred by the issuance of the 2022 General Obligation Bonds – Measure H.

RESOLUTION

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

1. The City Council determines that the tax rate for Fiscal Year 2025-26 for servicing debt obligation incurred by the issuance of the 2022 General Obligation Bonds shall be $9.72 per $100,000 of assessed valuation for all properties on the City's Tax Roll.

Approved at a Regular Meeting of the St. Helena City Council on September 9, 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: Planning

DATE:	September 9, 2025
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Adopt a Resolution authorizing Amendment No. 2 to the SH Contract FY 2025-017 Professional Services Agreement with M-Group to increase the contract amount by $90,000 for a total not to exceed contract amount of $165,000.
RECOMMENDED ACTION:	Staff recommends City Council approve the attached resolution.
PREVIOUS COUNCIL ACTION:	The City Council approved PSA Amendment #1 on February 11, 2025.
STATEMENT OF THE PURPOSE:	To continue to provide planning support services to the City primarily for development projects and entitlement applications with a developer funded deposit account.
FINANCIAL IMPACT:	There is no additional financial impact beyond what has already been authorized in the budget with the proposed action. All projects currently being processed by M-Group are supported by applicant-funded deposit accounts which cover the related costs. As a result, there is no direct cost to the City for these projects, with the exception of the Fountain Street affordable housing project, which is in its final round of review. Completion of this project, including M-Group's plan check services, is expected to require approximately $4,000 in City funds. These costs are budgeted in GL account 751-45-00-21-45 and represents only 4% of the $90,000 contract amendment. Sufficient funds are available in this account to fully cover the anticipated expenses.

BACKGROUND:
On September 30, 2024, the City entered into a PSA with M-Group for $25,000 to provide professional services in connection with on call planning consulting services. Since the time of authorization of that PSA, M-Group has assisted with five planning applications as well as provided a part time Associate Planner to support the daily operations of the Planning Division due to the vacant Senior Planner position in 2024. The PSA amount has now been reached however there still remains additional work to

be done with the current submittals that will extend into 2026 which is the basis for this PSA amendment.

DISCUSSION:
M-Group consultants are currently assisting the City of St. Helena with processing of three SB 330 applications for multi-family housing projects as well as other applications including Design Review and a pending application for a CUP amendment and zoning ordinance amendment. With the exception of an infill rental affordable housing SB 330 submittal which requires no discretionary approvals, all of the projects that M-Group is assisting with are more complex and require a more involved entitlement process and have a reimbursement agreements in place with the developer prior to any invoices are paid which will help offset direct costs for staff time. The City intends to continue to use M-Group to maintain continuity in staffing the projects currently under review and also because their staff have expertise in processing SB 330 applications in other jurisdictions.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 1 Resolution m Group PSA amendment
Executed STH Contract FY2025-017
STH Contract FY2025-17 M Group PSA #2 combined

CITY OF ST. HELENA

RESOLUTION NO 2025-

AUTHORIZING AMENDMENT #2 FOR PROFESSIONAL SERVICES AGREEMENT WITH M-GROUP CONSULTANTS FOR CONTINUED PLANNING ENTITLEMENT SUPPORT SERVICES FOR AN ADDITIONAL $90,000 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF $165,000.

RECITALS

A. On September 30, 2024, the city entered into an agreement with M-Group for planning related support services for a not to exceed cost of $25,000; and

B. On February 11, 2025, the city amended the contract with M-Group for planning related support services for an additional $50,000, for a not to exceed cost of $75,000; and

C. M-Group has provided planning support to the Community Development Department since September 2024 and the City desires to continue this support through 2026 with a number of entitlement applications under review; and

D. The City has expended the budget from the current PSA and in order to have M-Group continue to assist City, a budget amendment is necessary; and

E. The City of St. Helena and M-Group now desire to amend the Agreement for an additional $90,000 for a total not-to-exceed contract amount of $165,000.

RESOLUTION

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

1. The City Council hereby authorizes the City Manager to execute Amendment No. 2 to STH Contract FY2025-017 with M-Group in the amount of $90,000 for a total contract amount not-to-exceed $165,000.

2. Funding is as follows:

Funding Details	Fund	GL Account	Amount
Reimbursed through Developer Accounts	General Fund	101-23-55-00-00	$86,000
Previously Authorized in the FY 2025-26 Budget	Affordable Housing Trust Fund	751-45-00-21-45	$4,000
TOTAL			**$90,000**

Approved at a Regular Meeting of the St. Helena City Council on September 9, 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, City Clerk

STH Contract FY2025 - 017

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on September 30, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), and M-Group(Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as on call planning consulting services.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

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

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

To City:	City Manager 1088 College Avenue St. Helena, California 94574
To Consultant:	M-Group c/o Olivia Ervin 51 East Campbell Ave #1247 Campbell, CA 95009

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

SECTION 21 – TERMINATION

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

By: Heather Hines
Name: Heather Hines
Title: Principal

City:

By: _______________
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _______________
Name: Ethan Walsh
Title: City Attorney

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[M-Group 9-30-2024]

m-group *a new design on urban planning*

policy planning • urban design • environmental review • historic preservation • community engagement • staffing solutions

EXHIBIT A

September 25, 2024

Maya DeRosa, AICP
Community Development Director
City of St. Helena

Subject: M-Group On-Call Planning Services Contract

Maya,

I am pleased to submit this letter proposal for M-Group to provide on-call planning services for the City of St. Helena. M-Group will provide on-call professional planning services for projects assigned by the City and agreed to by M-Group, with the understanding that a majority of the wok will occur remotely with occasional in person meetings for site visits, major milestone review meetings, and for public hearing(s). Based on our understanding of the City's current needs, Senior Planner Mike Janusek will be available on a project-by-project basis to assist the Planning Division. Additionally, as requested by the City, other M-Group planners (Assistants, Associates, Seniors, and Principals) and Specialists (Environmental, Historic Preservation, and Public Art Specialists) can be available on an on-call basis.

Planning services to be provided by M-Group may include but are not limited to the following:

- Process Development Review Applications
- Prepare Staff Reports
- Maintain Administrative Files
- Assist with city led advanced planning and policy efforts
- Manage/Assist with various Community Development Department priorities
- Attend/present at Board, Committee, Commission, and Council Meetings remotely or in person, as requested
- Other planning and environmental tasks requested by the City

To accommodate the range of work listed above and to ensure flexibility based on specific city needs, M-Group will provide on-call professional planning services for projects assigned by the City and under the City's cost recovery agreement with developers. M-Group will bill on-call services on a time and materials basis consistent with M-Group's 2024/2025 billing rates (attached), with a not to exceed budget of $25,000. On call services, under this contract will extend through June 30, 2025, with an option for time and budget extensions upon request.

I trust that this proposal to provide on-call planning services meets the City of St. Helena's immediate needs. Please do not hesitate to contact me to discuss any revisions or refinements.

Thank you,

Olivia Ervin

Olivia Ervin, Principal-In-Charge
oervin@m-group.us
707.540.0723 x 202

M-GROUP | 2024-2025 RATE SHEET

M-GROUP STAFF	HOURLY RATES 2024	HOURLY RATES 2025
Admin Analyst Planning Tech	$95	$95
Assistant Planner Assistant Urban Designer Social Media Coordinator	$115	$120
Associate Planner Associate Urban Designer GIS Services	$145	$150
Environmental Planner Historic Preservation Specialist Public Art Specialist	$160	$165
Senior Planner Senior Urban Designer Senior Environmental Planner	$175	$180
Principal Planner Principal Environmental Planner Principal Policy Planner Director of Urban Design	$195	$200
Principal Interim CDD	$280-$300	$230-$350

* M-Group will invoice the client by billable hours per month or percentage of task completed.
* Hourly rates are subject to annual adjustment on January 1st.
* M-Group adds a 10% administration fee to Subconsultant rates.

GROUP

AMENDMENT #2
FOR PROFESSIONAL SERVICES AGREEMENT WITH M-GROUP; STH CONTRACT NO: 2025-17 PERTAINING TO ON CALL PLANNING SERVICES TO CITY FOR AN ADDITIONAL $90,000 FOR A TOTAL AMOUNT NOT-TO-EXCEED $165,000.

This Second Amendment to Professional Services Agreement with M-Group STH Contract: FY 2025-017 dated September 30, 2024 ("Agreement") is made as of this ____ day of _______, 2025 by and between the City of St. Helena and M-Group, Inc.

RECITALS

A. On September 30, 2024, the city entered into an agreement with M-Group for planning related support services for a not to exceed cost of $25,000; and

B. On February 11, 2025, the city amended the contract with M-Group for planning related support services for an additional $50,000, for a not to exceed cost of $75,000; and

C. M-Group has provided planning support to the Community Development Department since September 2024 and the City desires to continue this support through 2025 with a number of entitlement applications under review; and

D. The City has expended the budget from the current PSA and in order to have M-Group continue to assist the City, a budget amendment is necessary; and

E. The City of St. Helena and M-Group now desire to amend the Agreement for an additional $90,000 for a total not-to-exceed contract amount of $165,000.

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AGREEMENT

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

1. Section 4.A. The total compensation that may be paid under the Agreement as set forth in Section 4.A is hereby amended to an amount that shall not exceed $165,000.

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

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

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

M-GROUP	APPROVED AS TO FORM:
By: ____________________	____________________ Ethan Walsh, City Attorney, St. Helena
Print Name:____________________	
Title: ____________________	
CITY OF ST. HELENA a Municipal Corporation	ATTEST:
By:____________________ Print Name: Anil Comelo Title: City Manager	____________________ City of St. Helena Acting City Clerk Erika Opp

EXHIBIT A

m-group a new design on urban planning
policy planning • urban design • environmental review • historic preservation • community engagement • staffing solutions

August 26, 2025

Maya DeRosa, AICP
Community Development Director
City of St. Helena

Subject: M-Group On-Call Planning Services Contract (Augment #2)

Maya,

As requested, M-Group is submitting this Augment #2 to our On-Call Planning Services Contract to increase the not to exceed budget from $75,000 to $165,000. Under Augment #2, M-Group will continue to provide on-call professional planning services for projects assigned by the City and agreed to by M-Group, in accordance with our Planning Services Contract.

M-Group will bill on-call services on a time and materials basis consistent with M-Group's 2025/2026 billing rates, with a not to exceed budget of $165,000. On call services, under this Augment #2 to the Planning Services contract will extend through December 31, 2026, with an option for time and budget extensions upon request.

I trust that this proposed Augment #2 meets the City of St. Helena's needs. Please do not hesitate to contact me to discuss any revisions or refinements.

Thank you,

Olivia Ervin

Olivia Ervin, Principal-In-Charge
oervin@m-group.us
707.540.0723 x 202

M-GROUP | 2025-2026 RATE SHEET

M-GROUP STAFF	HOURLY RATES 2025	HOURLY RATES 2026
Admin Analyst Planning Tech Contract Administrator	$95	$100
Assistant Planner Assistant Environmental Planner Assistant Urban Designer Social Media Coordinator Document Specialist	$120	$126
Associate Planner Associate Environmental Planner Associate Urban Designer GIS Services Graphics Specialist	$150	$158
Historic Preservation Specialist Public Art Specialist	$165	$173
Senior Planner Senior Project Manager Senior Environmental Planner Senior Urban Designer	$180	$189
Principal Planner Principal Project Manager Principal Environmental Planner Principal Policy Planner Director of Urban Design	$200	$210
Principal Interim CDD	$245 - $400	$245 - $400

1. M-Group will invoice the client by billable hours per month or percentage of task completed.
2. Hourly rates are subject to annual adjustment on January 1st.
3. M-Group adds a 10% administration fee to Subconsultant rates.
4. Mileage costs of $0.70/mile may be charged for staff travelling beyond their Bay Area region (SF/South Bay, East Bay, North Bay).
5. Work over 8 hours per day, on holidays, or after business hours may be charged at 125% of the above-listed rates, upon client approval.

Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Administration

DATE:	September 9, 2025
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Consideration and adoption of a Resolution to approval of a License Agreement with BodEV, Inc. for the Design, Construction, Operation, and Maintenance of Public Electric Vehicle Charging Stations at City-Owned locations funded by grants.
RECOMMENDED ACTION:	Adopt a Resolution to: 1. Approve a License Agreement with BodEV Inc. for the design, construction, and ongoing maintenance and management of public EV charging stations at the St. Helena Corp Yard and City Hall. 2. Authorize the City Manager to take all other necessary actions to implement the project and meet grant deadlines.
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	Recommend adoption of a Resolution approving a License Agreement with BodEV Inc. that will allow for the design, installation, and long-term operation and maintenance of Level 2 Electric Vehicle (EV) charging stations at two publicly owned locations in St. Helena. This effort supports the City's environmental goals, increases EV charging access for residents and visitors, and leverages outside grant funding without requiring General Fund expenditures.
FINANCIAL IMPACT:	There is no impact to the City's General Fund. The proposed licensee will own and operate the charging stations and is therefore responsible for all design, permitting, construction, and maintenance costs, with partial reimbursement through secured grant funding and incentive funding. Any remaining costs will be covered by the vendor and recovered through user fees. The City will receive a negotiated portion of revenues generated from the EV chargers under the terms of the License Agreement.

BACKGROUND:

The City of St. Helena currently operates six (6) Level 2 EV chargers at City Hall using Tesla hardware. These chargers are heavily utilized, often fully occupied by city vehicles, employees, and members of the public. In response to growing demand for EV charging infrastructure and to support the City's climate action goals, staff released a Request for Proposals (RFP) on June 10, 2025, for professional services to expand public EV charging stations across four key locations:

- **St. Helena City Hall** (1088 College Avenue)
- **St. Helena Corporation Yard** (1405 Charter Oak Avenue)
- **Crane Park** (360 Crane Avenue)
- **St. Helena Public Library** (1492 Library Lane)

While the RFP listed the above four locations, based on available grant funding, the City has decided to only proceed with two sites: the City Hall and Corporation Yard sites.

The proposed work includes the design, permitting, construction, and ongoing operation and maintenance of new EV charging stations, with requirements for ADA accessibility, code compliance, and readiness for future expansion. The RFP emphasized that no City General Fund dollars are available and that the proposer must secure and apply available grant funding, including:

- **Communities in Charge**
- **Transportation Fund for Clean Air (TFCA)**
- **MCE EV charger incentives**

Each site has existing feasibility assessments and conceptual plans completed by CLEAResult in partnership with MCE. These were provided as part of the RFP package to streamline implementation and ensure alignment with grant criteria.

The City received four proposals by the July 3, 2025 deadline. Staff convened an internal review committee, which scored submissions based on qualifications, experience, project approach, ability to manage grants and cost recovery through licensing/revenue share, and proposed timeline. BodEV Inc. was determined to be the most qualified and responsive proposer.

KEY PROJECT ELEMENTS

- Installation of up to 14 Level 2 chargers at two locations
- ADA-compliant design and infrastructure improvements
- Conduit and power capacity for future expansion
- Licensing agreement with revenue sharing to the City
- Ongoing maintenance, technology upgrades, and customer service provided by the vendor at no cost to the City
- All chargers must be operational and final payment request submitted to CALSTART by December 20, 2025, to comply with Communities in Charge grant requirements [for site(s) using CALSTART/Communities in Charge funds]

DISCUSSION:
In June 2025, the City of St. Helena issued a Request for Proposals (RFP) for the design, installation, operation, and maintenance of public Level 2 electric vehicle (EV) charging infrastructure at four City-owned sites: City Hall, St. Helena Public Library parking lot, Crane Park, and the City Corporation Yard. The intent of the RFP was to expand access to reliable, accessible EV charging infrastructure in support of the City's clean mobility and sustainability goals—without incurring upfront capital expenditures or burdening the General Fund.

The RFP specified several key requirements and evaluation criteria, including:

- Turnkey delivery model including design, permitting, installation, and operations and maintenance (O&M)
- Compliance with ADA, NEC, CEC, Title 24, and CEQA/NEPA as applicable
- Use of hardware and software eligible for Communities in Charge, TFCA, and/or MCE grant programs
- Utility coordination with PG&E for new or expanded electric service
- Flexibility to accommodate both public and City fleet charging
- Ability to deliver the project by December 20, 2025, to remain eligible for grant reimbursement [for site(s) using CALSTART/Communities in Charge funds]
- Revenue-sharing or licensing business models to offset operational costs
- Demonstrated experience with similar public-sector EV charging projects
- Service-level standards including charger uptime and responsive maintenance requests

Following a competitive evaluation process, City staff recommends awarding the project to **BodEV Inc.**, an EVITP-certified contractor that submitted a comprehensive and highly responsive proposal.

BodeEV's design-build-operate model, supported by technology partners **Autel Energy** (hardware) and **AmpUp** (charge management software), offers a financially sustainable, grant-compliant solution tailored to the City's specific needs.

Key elements of BodEV's proposal include:

- **No-cost infrastructure deployment**: BodEV will fully fund the estimated $206,300 net project cost not covered by grant incentives, removing the need for any capital investment by the City.
- **Confirmed grant alignment**: The proposed Autel and AmpUp systems are pre-approved under Communities in Charge and other funding programs.
- **Multi-year O&M coverage**: BodEV will maintain and operate the chargers under an SLA that guarantees 98% uptime, 2-hour remote diagnostics, and 24-hour onsite response.
- **Flexible revenue-sharing model**: Charging fees of $0.25–$0.35/kWh will be shared 50/50 between BodEV and the City, generating recurring revenue for municipal use. A license-fee model is also available as an alternative.

- **Site-specific coordination**: BodEV has accounted for the City Hall site's lease status with Napa Valley College and the need to balance public access with fleet needs at the Corp Yard.
- **Robust project timeline**: BodEV will begin site walks and design by after City Council approval, with full deployment completed before the grant reimbursement deadline(s).
- **Future-ready design**: Conduit stubbing and scalable infrastructure will accommodate future expansion without the need for significant reinvestment.

In addition to technical and financial qualifications, BodEV's proposal demonstrated a strong cultural and operational alignment with the City's values—emphasizing public service, accountability, and aesthetics suitable for a small-town setting. Their customer-first approach includes optional community engagement tools, City-branded CMS integration, and prioritized charger access for City fleet vehicles at the Corp Yard.

References from other municipalities—including the City of Carlsbad—attest to BodEV's dependability, transparency, and high-performance delivery in similar projects. Staff is confident in BodEV's ability to meet and exceed project goals while minimizing risks to the City.

After additional discussion with staff, members of the community, and BodEV the decision was made to only pursue installation at the Corp Yard and City Hall locations, despite having grant funding for the additional locations. In the future the City may consider additional locations for public EV charging infrastructure.

ENVIRONMENTAL REVIEW: Exempt.

GOAL:

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

DOCUMENTS ATTACHMENTS:

RFP - EV Chargers at City Lots Final - June 10, 2025
BodEV_St Helena Public Electric Vehicle Charging Stations RFP_July 3 2025
St Helena - EV Station License -c1-final
Servcie Level Agreement - bodEV
Resolution - BodEV Charging - September 2025 (002)-c1

REQUEST FOR PROPOSALS:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

PUBLIC ELECTRIC VEHICLE CHARGING STATIONS

DATE ISSUED: Tuesday, June 10, 2025

DATE DUE: Thursday, July 3, 2025, 5PM

CONTACT: Andrew Bradley, Program Manager

abradley@cityofsthelena.gov

The City is only accepting proposals electronically via email to abradley@cityofsthelena.gov

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EXHIBITS

Exhibit A: Addendum/Attachment List

I. INTRODUCTION

The City of St. Helena, California is located in the center of the world-famous wine growing Napa Valley, 65 miles north of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. The City of St. Helena was incorporated as a City on March 24, 1876, and reincorporated on May 14, 1889.

The City, from its inception, has served as a rural agricultural center and over the years, has experienced growth and development of the wine industry. The City receives many visitors due to the wine industry and the area's scenic qualities and history. The City's goal is to maintain a small-town atmosphere and to provide high quality services to its residents.

The official population of the City of St. Helena as of 2021 is 6,070 (CA Department of Finance). St. Helena is a full-service city employing 93.7 full-time equivalent employees and encompasses an area of four-square miles. The City's FY 2024-25 General Fund Budget is approximately $22 million.

II. GENERAL INFORMATION

OBJECTIVE

The City currently owns and operates public EV charging stations at St. Helena's City Hall (1088 College Avenue, St. Helena, CA). These stations provide six (6), Level-2 charging stations and take advantage of Tesla hardware (the City does not currently monetize these chargers). In most cases these charging stations are fully occupied by City vehicles, staff, and the community indicating the need for more public charging stations throughout St. Helena.

This project will expand the City's availability of public charging stations at parks and public parking lots with the intent of incentivizing the switch to EVs and/or making it easier for residents and visitors to find a publicly available EV charger for their existing EV.

A single firm/proposer may provide an RFP for all services or a team of independent firms/proposers may submit proposals for a specific area of expertise (e.g. design, construction, management).

III. SCOPE OF WORK

Project Expertise:
The City is seeking proposals from qualified design proposers to provide EV charging station design, construction, and ongoing maintenance/management services for up to four (4) locations allowing for publicly accessible Level 2 EV charging. Each station must meet the American Disability Act (ADA) requirements, all applicable California building code requirements, and all applicable City design and construction requirements. All work and equipment should also meet requirements for approved grant funding from Communities in Charge, Transportation Fund for Clean Air (TFCA) funding through the Napa Valley Transportation Authority (NVTA), and/or MCE's incentives for EV Charger installation.

The final product should include design and construction documents including installation layout, electrical plans, signage, and pavement markings. It should also include information on how the EV Chargers will be operated, maintained/upgraded, and managed for a minimum of ten (10) years after installation. As each station may require a new or upgraded electric service from PG&E, the proposers must incorporate the necessary utility substructure work into the final design and construction documents. CLEAResult has done site assessments and basic plans for each site. Those documents are available and within an addendum.

The proposer must demonstrate through knowledge and experience in the design and preparation of specifications for electric vehicle charging stations installation. Demonstrated experience would include recent projects for the design of public EV charging stations, ability to provide field inspection and construction services throughout the construction phases, and EV charger management services.

Electric vehicle charging stations design shall meet, at a minimum, the following specifications, and requirements:

Design and Construction Compliance Standards

- Compliance with current requirements of the Americans with Disabilities Act (ADA) as it relates to electric vehicle (EV) charging stations.
- Compliance with applicable National Electrical Code (NEC) and California Electrical Code (CEC).
- City of St. Helena Public Works Standard Details and Specifications.
- City of St. Helena Planning Department's Citywide Design Guidelines.
- Current version of the California Building Standards Code (CCR Title 24)

Standard Components for Each Location

- Required earth work, grading, and site improvements necessary to facilitate ADA requirements and the charging supply equipment.
- EV charging units shall use a common EV Charger Network (Charge Point, Autel, etc.). The City does not have a strong preference for a particular network and will work with the chosen proposer on an agreed upon network that meets the City's goals and meets requirements from grant funding available. Typical installation will provide one (1) or two (2) single-port charging stations for the ADA accessible spots and additional dual port stations.
- Substructure work (conduits, boxes, etc.) shall provide additional conduits for future expansion if not all chargers are installed at once based on current site plans for each location.
- Signage and stripping plans compliant with the current version of the California Building Code, City of St. Helena Code, and ADA requirements.
- Any necessary related improvements such as ADA connectivity, curbs, and gutters, reworking of existing irrigation systems, and/or replacement landscaping.
- If there is a conflict between the stated requirement and applicable standards, the more stringent requirements, providing the greatest value to the City will prevail.

Charging Station Locations

Below is of list of locations the City would like complete design, construction, and management for the public EV charging stations. For each location the initial buildout of charging stations (both type and number) is provided. For each location the design should allow for the expansion based on service capacity and substructures when possible.

Location	Number of Chargers, Parking Stalls, Funding Source(s)
St. Helena City Hall 1088 College Avenue St. Helena, CA 94574	Ten (10) Level 2 EV Chargers: • Three (3) Dual Ports, six (6) parking stalls • Four (4) Single Ports, four (4) parking stalls Funding Sources: • TCFA, MCE
St. Helena Corp Yard 1405 Charter Oak St. Helena, CA 94574	Four (4) Level 2 EV Chargers • Two (2) Dual Ports, four (4) parking stalls • *ADA NOT REQUIRED AT THIS LOCATION* Funding Sources: • Communities in Charge, MCE
Crane Park 360 Crane Avenue St. Helena, CA 94574	Eight (8) Level 2 EV Chargers • Three (3) Dual Ports, six (6) parking stalls • Two (2) Single Ports, two (2) parking stalls Funding Sources: • Communities in Charge, MCE
St. Helena Public Library 1492 Library Lane St. Helena, CA 94574	Four (4) Level 2 EV Chargers • One (1) Dual Ports, 2 (2) parking stalls • Two (2) Single Ports, two (2) parking stalls Funding Sources: • Communities in Charge, MCE

These locations have site plans created by MCE/CLEAResult that may need to be reviewed by the selected proposer and are subject to all applicable approvals and permits, and may be modified with consent of the City of St. Helena. The proposer shall be responsible for performing a due diligence and investigation of the locations and must also determine the suitability or non-suitability of each site.

Note: *The City is only providing funds from applicable grants and rebates. It cannot provide any funds from its General Fund. Any additional costs for installation and/or ongoing maintenance and management would be the responsibility of the proposer and could be recouped through EV charger use revenues and the revenue share licensing agreement with the City of St. Helena. A portion of parking spots served by EV chargers at St. Helena Public Library and Crane Park may be available to all vehicles until demand builds for more optimal utilization. EV chargers at the St. Helena Corp Yard are expected to be available at no cost to City vehicles and/or staff (City would pay electricity bill). For use of Communities in Charge grant funds: Project Site and provide their final Payment Request Form to the CALSTART Project Team no later than December 20, 2025.*

IV. DELIVERABLES

The proposer shall provide the following deliverables:

- **Engineering and Design**
  - The proposer will provide engineering and design plans for each site determined feasible for construction and collaborate with City of St. Helena and PG&E to ensure conditions can be met.

- **Permitting and Environmental Review**
  - The proposer will complete all necessary approvals and permits and environmental review including CEQA (if needed) and NEPA clearance required to install EV chargers at the identified sites.
- **Licensing Agreement**
  - The proposer will enter into a licensing agreement with the City to install, operate and maintain Level 2 and DCFC at identified City-owned locations for an initial period of ten (10) years with a revenue share and/or space rental model between provider and City.
- **Install EV Chargers**
  - The proposer will perform all necessary work to install EV chargers identified in licensing agreement, including any necessary infrastructure upgrades and obtain any additional grant funding, with City support as necessary, to offset costs of installation and operation.
- **Maintain and Operate EV Charging Network**
  - The proposer will maintain and operate the EV charging network in its entirety after installation for the following ten (10) years. The proposer will be solely responsible for: repairs to the charging infrastructure due to natural wear-and-tear, EV charger technology upgrades and/or changes, driver negligence, vandalism, graffiti, an act of God, or any other occurrence, maintaining the online system that receives payments and allows for operation of the EV chargers, ensuring the charging network is working properly and at all times, and responding swiftly and reasonably to any outages or disruptions to an EV charger.

V. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
THURSDAY, JULY 3, 2025 AT 5:00 PM
Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	June 10, 2025	2:00 PM
Proposal due date	July 3, 2025	5:00 PM
Review and scoring of submittals & conduct interviews	Week of July 7	
Award of Agreement	July 22, 2025	6:00 PM
Project Begins	July 28, 2025	
Project Concludes	Before December 20	

The schedule may be modified and/or extended if necessary.

VI. PROPOSAL SUBMISSION REQUIREMENTS

If interested in this RFP, please notify Andrew Bradley by email at abradley@cityofsthelena.gov so you may be added to the notification list for addendums. Failure to notify could result in missing important and required information and could result in disqualification.

Interested firms should submit a proposal that includes:

- Firm background and relevant experience.
- Detailed project timeline and deliverables.
- Team composition and qualifications.
- References from past clients with similar projects.

All submittals must be received by 5:00 PM on July 3, 2025, via e-mail as follows:

1. Submittals must be e-mailed to: abradley@cityofsthelena.gov
2. Subject line of e-mail must read: **RFP – Public Electric Vehicle Charging Stations**
3. The submittals shall be in PDF format with search capability to ensure readability and compatibility. All submitted material will be retained by the City of St. Helena and considered public information.

It is the sole responsibility of the proposer to ensure timely delivery. Late proposals will not be considered.

VII. EVALUATION PROCESS

The proposals will be reviewed by a committee selected by the City Manager and may include members of the City Council. Proposers may be required to make oral presentation as a supplement to their proposals. The virtual presentation would only be held subsequent to the receipt of the proposals and will be part of the evaluation/interview process to determine the qualifications of the firm.

Evaluation considerations may include, by way of illustration and not by limitation, the following:

a. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.
b. Consultant's experience in conducting similar work.
c. Proposers plan to utilize funding sources and revenue share with City.
d. References and past performance.

VIII. PROPOSAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition.

2. **ADDENDA INTERPRETATIONS**
If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list, and said addenda will be uploaded to the City website. The City of St. Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. **DESIGNATED CONTACT**
For the purposes of this RFP, the Program Manager is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Andrew Bradley at abradley@cityofsthelena.gov. Any and all questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by June 26, 2025, by 5:00PM.

Responses to questions will be posted on the City's website, cityofsthelena.gov/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. **PUBLIC RECORDS**
This RFP document and all submittals in response thereto are public records. Prospective consultants are cautioned not to include any material into the proposal that is strictly proprietary in nature.

5. **PROPOSAL COSTS**
All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. **RESERVATION OF RIGHTS**
The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. **PRODUCT OWNERSHIP**
Any documents resulting from the contract will be the property of the City.

8. **PROFESSIONAL SERVICES AGREEMENT**
All proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit B) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

9. **CAUSES FOR DISQUALIFICATION**
Any of the following may be considered cause to disqualify a proponent without further consideration:

    - Evidence of collusion among proponents;
    - Any attempt to improperly influence any member of the evaluation panel;
    - A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
    - Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

IX. Exhibit A – Addendum/Attachment List

1. See included attachments
   a. City Hall - 1088 College Ave - Charging Evaluation Report
   b. City Hall - 1088 College Ave - Cost Estimates
   c. City Hall - 1088 College Ave - Project Information Form - FYE 2025 - St. Helena
   d. City Hall - 1088 College Ave - St. Helena EV Infrastructure FYE 2026
   e. City Hall - 1088 College Ave - TFCA Napa County Guide to TFCA FYE 2025
   f. Corp Yard - 1405 Charter Oak Ave - Charging Evaluation Report
   g. Corp Yard - 1405 Charter Oak Ave - Cost Estimates
   h. Corp Yard - 1405 Charter Oak Ave - Communities in Charge Incentive Recipient Agreement Wave 3 - Signed 2
   i. Crane Park - 360 Crane Ave - Charging Evaluation Report
   j. Crane Park - 360 Crane Ave - Cost Estimates
   k. Crane Park - 360 Crane Ave - Communities in Charge Incentive Recipient Agreement Wave 3 - Signed 3
   l. Library - 1492 Library Lane - Charging Evaluation Report
   m. Library - 1492 Library Lane - Cost Estimate
   n. Library - 1492 Library Lane - Communities in Charge Incentive Recipient Agreement Wave 3

bodeEV

Public Electric Vehicle Charging Stations RFP For City of St. Helena

Prime Contractor: bodeEV Install & Services Inc.
Partners: Autel Energy and AmpUp
Address: 2375 East Camelback Road, Suite 600 Phoenix, Arizona 85016
Phone: 949-521-3386
Website: www.bodeEV.com
Primary Contact: Sam Ta
Email: sam@bodeev.com, Phone: 425-229-8083

Cover Letter

City of St. Helena
Attn: Andrew Bradley
abradley@cityofsthelena.gov

Subject: Proposal Submission – Public Electric Vehicle Charging Stations

Dear Mr. Bradley,

As St. Helena continues advancing its clean mobility and sustainability goals, we're excited to support your expansion of public EV charging—bringing reliable, accessible infrastructure to parks and public parking areas. At BodeEV, we don't just install chargers—we make EV charging *work* for cities, for people, and for the future.

We are pleased to submit our turnkey proposal for the City's Public EV Charging Stations project. With a fully integrated design-build-operate approach, our in-house EVITP-certified team, and trusted technology partners in **Autel Energy (hardware)** and **AmpUp (CMS)**, we bring a solution that's fast, cost-efficient, and built to last. Both partners are fully compliant and aligned with your objectives.

Our motto—**EV Charging that just works**—reflects our commitment to operational reliability, ease of use, and responsive service. That's especially critical for a small-town community like St. Helena, where public amenities must consistently serve residents and visitors alike.

Rooted in our founding values—**B**ecome the solution, **O**ptimized partnerships, **D**ependability without fail, and **E**nergy to lead—we show up, we get it done, and we stand behind every charger we install.

We appreciate the opportunity to contribute to your electrification efforts and build long-term value for your community. Our full proposal is enclosed, and we welcome any follow-up questions.

Warm regards,

Brendan O'Donnell

Brendan O'Donnell
President, Community Development
BodeEV Inc.
brendan@bodeev.com | 949-521-3386
https://bodeev.com

Table of Contents

I. Firm Background and Relevant Experience

BodeEV Inc. is a California-based C-10 licensed electrical contractor specializing in turnkey EV charging infrastructure for public agencies, municipalities, school districts, and transportation authorities. Our EVITP-certified workforce and project management team bring over two decades of combined field experience across all stages of the EVSE lifecycle—planning, design, installation, commissioning, operations, and maintenance.

At BodeEV, our value proposition is clear: *EV charging that just works*. We respond quickly, install efficiently, and maintain relentlessly. With a mission rooted in accountability and long-term performance, we design and deliver public charging systems that are accessible, grant-compliant, and built to serve communities reliably for years.

Our technology partners further strengthen our offering:

- **Autel Energy** is a globally recognized EVSE manufacturer whose Level 2 public chargers are ADA-compliant, durable, and designed for future-proof expansion. Their units are approved for Communities in Charge, TFCA, and MCE-funded projects.
- **AmpUp** is a California-based Charge Management Software (CMS) provider with a track record of working with local governments. Their cloud-based platform supports remote diagnostics, smart load management, dynamic pricing, driver support, and revenue sharing—while also producing audit-ready reports for grant compliance.

Together, we have delivered multiple publicly funded EV projects across California that met the most stringent requirements of the **ADA, CEC/NEC**, and various citywide planning standards. We are confident our team has the experience, tools, and commitment to meet the expectations outlined in this RFP, including seamless integration with PG&E, future site expansion, and full lifecycle support for 10+ years.

II. Detailed Project Timeline and Deliverables

At BodeEV, we understand that this initiative is about more than infrastructure—it's about helping St. Helena expand access to reliable, inclusive, and grant-aligned EV charging that supports both residents and visitors, while protecting the City's small-town character and fiscal responsibility.

BodeEV Inc. is a California-based C-10 licensed electrical contractor and EV infrastructure firm specializing in turnkey, design-build-operate services. Our EVITP-certified team brings over two decades of hands-on experience delivering public EV charging projects for municipalities, transportation agencies, and school districts across the state. Our work is defined by three core values: **responsiveness, reliability, and results**.

We've partnered with two best-in-class technology providers to meet and exceed the City's requirements:

- **Autel Energy** offers rugged, ADA-compliant Level 2 hardware with dual- and single-port options, energy management capabilities, and a future-ready design—approved under Communities in Charge, TFCA, and MCE programs.
- **AmpUp**, a California-based CMS provider, enables 24/7 remote monitoring, configurable access control, usage analytics, and revenue-sharing features—all within a secure and scalable software platform. Their systems ensure grant compliance, uptime transparency, and intuitive user experiences.

Together, our team delivers what matters most: a complete, proven, and customer-centered EV charging solution—from permitting and trenching to software onboarding and 10-year maintenance support.

Execution Plan and Project Timeline

We've structured our approach to meet your goal of launching by July 28, 2025, and completing all installations by December 20, 2025, in time for Communities in Charge reimbursement. Our phased, milestone-based plan ensures full alignment with City expectations, utility timelines, and grant requirements—while minimizing disruption to City operations and the public.

Our timeline is informed by prior projects with similar constraints and grant program expectations. Key stages are mapped below, with emphasis on deliverables, dependencies, and impact.

Phase	Key Activities	Dates	Deliverables / Benefits
1. Kickoff & Site Verification	City kickoff, site walks, CLEAResult coordination	**Week of July 28, 2025**	Verified site conditions, updated design assumptions, stakeholder alignment
2. Design & Engineering	Autel layout, load calcs, ADA slope checks, trenching paths	**Aug 1–16**	PE-stamped site plans for 4 locations, ready for permitting submission
3. Permitting & Utility Coordination	CEQA, PG&E load letters, City approvals	**Aug 5 – Sept 6**	Permit submittals, PG&E applications, CEQA exemption letters if needed
4. Procurement & Staging	Charger order, switchgear, materials kitted	**Aug 15 – Sept 10**	Equipment delivery scheduled to site; staging for just-in-time construction
5. Construction & Installation	Trenching, conduit, bollards, signage, charger set	**Sept 9 – Oct 15**	ADA-compliant install, safe pathways, stubbed conduit for expansion
6. CMS & Network Integration	AmpUp activation, API testing, branding	**Oct 16 – Oct 24**	CMS live with City-branded interface, pricing control, real-time analytics
7. Staff Training & System Handover	City walkthrough, SLA onboarding, doc handoff	**Oct 25 – Oct 31**	O&M manual, escalation flowchart, keyholder access, service line ready

8. Operations & Long-Term Support	Warranty management, remote diagnostics, field service	**Nov 2025 – Nov 2035**	99% uptime SLA; monthly reports; no-cost replacements under warranty

This timeline positions the City to receive Communities in Charge reimbursement well in advance of year-end closure while giving City staff and stakeholders ample time to be onboarded and trained.

Key Deliverables

- Final stamped engineering and layout plans for each site
- ADA-compliant charging infrastructure across public locations
- Permit approvals and utility coordination with PG&E
- Fully deployed Autel L2 hardware with grant eligibility
- AmpUp CMS live with remote diagnostics and data reporting
- Customized City-branded interface and public signage
- O&M playbook, escalation protocols, and 10-year SLA with 99% uptime target

Insurance and Risk Management

BodeEV understands the City's expectations for accountability and safeguarding public assets. We will maintain insurance coverage consistent with the City of St. Helena's Professional Services Agreement (Exhibit B), including general liability, auto liability, and workers' compensation. This insurance will address potential liabilities arising from driver negligence, vandalism, or accidental damage to the EV charging equipment during the agreement term. By aligning with City requirements, we ensure both parties remain protected without imposing undue financial risk on either the City or BodeEV.

Corp Yard Access and Availability

At the Corp Yard location, BodeEV will configure the AmpUp CMS platform to register City fleet vehicles for prioritized charging, while enabling time-based access controls. This feature allows the City to restrict public charging during business hours or other designated periods, ensuring chargers remain reliably available for City operations. Outside these times, chargers can be opened to public use at market rates, optimizing utilization while maintaining priority access for City needs.

City Hall Site Coordination

We recognize the City Hall site at 1088 College Avenue is situated on land leased from Napa Valley College. BodeEV will work collaboratively with both the City and Napa Valley College representatives to secure necessary permissions and approvals, ensuring all installation and operational activities are coordinated, transparent, and fully compliant with property requirements.

Community Engagement

Although the City has not set formal outreach goals for this project, BodeEV welcomes opportunities to support public awareness. At the City's request, we can provide materials such as charger guides, FAQs, or participate in community events to help residents and visitors understand and benefit from the new EV charging network. This optional support is offered to complement the City's communications and encourage broad community adoption of EV infrastructure.

Why It Works for St. Helena

This project isn't just about delivering chargers—it's about delivering trust. With a commitment to quality, uptime, and community responsiveness, we offer a solution that supports St. Helena's identity as a service-first, small-town city committed to sustainability and fiscal stewardship. Every step of our proposal—from design to operations—is geared toward protecting your time, your community experience, and your infrastructure investment.

III. Revenue Share & Grant Recovery Plan

The City of St. Helena seeks to expand public EV charging access while preserving General Fund resources. BodeEV proposes a hybrid public-private partnership that leverages upfront grant funding and a structured long-term revenue-sharing model. This approach ensures financial viability, public benefit, and sustainable operations—without requiring any City capital expenditure.

Grant Recovery and Cost Coverage Strategy

The four proposed sites—1088 College Ave, Library Lane, Corp Yard, and Crane Park—have been analyzed using a conservative Level 2-only deployment plan. Our cost estimates assume a competitive bidding environment with at least three contractor bids and pre-bid site walks. The estimated total project cost and updated confirmed incentive funding are summarized below:

Summary of Estimated Project Costs – City of St. Helena EV Charging Sites

Location	Total Project Cost	Incentives	Net Cost (Vendor-Funded)	Cost/Port
1088 College Ave	$145,300	$75,000	$70,300	$7,030
Library Lane	$66,600	$14,000	$52,600	$13,150
Corp Yard	$60,300	$26,000	$34,300	$8,575
Crane Park	$101,100	$52,000	$49,100	$6,138
TOTAL	**$373,300**	**$167,000**	**$206,300**	—

BodeEV proposes to front the **$206,300 net cost** not covered by incentives, assuming full responsibility for design, equipment procurement, installation, and comprehensive operations and maintenance over a 10-year term. We will recover this investment through charging fees under a structured revenue-sharing agreement with the City.

Revenue Sharing Framework

To balance sustainability and transparency, we propose the following revenue-sharing model:

Fee Type	Rate / Terms	Notes
EV Driver Usage Fee	$0.25–$0.35 per kWh (configurable)	Rate set jointly with the City; adjustable via AmpUp CMS
Gross Revenue Split	50% City / 50% BodeEV	Net of taxes, transaction fees, and CMS/network fees
Monthly Reporting	Included	Real-time visibility via AmpUp dashboard
Remittance Timing	Monthly or Quarterly	Flexible, based on the City's preference

Optional Models:

- **License Fee Model:** A fixed monthly or annual fee paid to the City per port, independent of usage.
- **Hybrid Model:** A base license fee plus revenue share for usage above an agreed threshold.

Revenue Model Projections

The following projections estimate potential annual revenue from public charging across the 26 installed Level 2 ports, assuming a $0.30/kWh usage rate and an average session size of 10 kWh:

Scenario	Utilization	Monthly Revenue	Annual Revenue	City Share (50%)	BodeEV Share (50%)
Best Case	70%	$33,800	$405,600	$202,800	$202,800
Moderate Case	40%	$19,400	$232,800	$116,400	$116,400
Low Case	20%	$9,700	$116,400	$58,200	$58,200

Note: These projections assume steady utilization growth over time, with BodeEV's breakeven point estimated between years 6–8 under conservative scenarios.

Electricity Cost Responsibility

To ensure financial transparency and alignment with the City's preferences, BodeEV proposes the following approach regarding electricity costs:

- **Public Sites (College Ave, Library Lane, Crane Park):** BodeEV will cover the cost of electricity consumed during public charging sessions and recover these costs through EV driver usage fees.
- **Corp Yard Site:** If the City prefers to reserve these chargers primarily for City fleet vehicles, BodeEV will enable registration of City vehicles within the AmpUp system, allowing them to charge at no cost to the City (with the City covering electricity directly). Unregistered public users would pay standard usage fees inclusive of electricity costs.
- BodeEV is open to collaborating with the City to finalize electricity payment responsibilities for each site, ensuring compliance with grant requirements and operational clarity.

Strategic Partnership Vision

BodeEV is committed to building a transparent, collaborative partnership with the City, and welcomes the opportunity to formalize this relationship through:

- A 10-year site license agreement granting BodeEV access to City-owned properties for installation, operations, and maintenance.
- A jointly defined revenue-sharing plan that can adapt based on performance and utilization growth.
- Ongoing collaboration with the City and grant administrators to secure future funding opportunities.
- A shared commitment to expanding public EV access, ensuring cost equity, and advancing regional climate action goals.

This partnership model provides the City of St. Helena with a **no-cost pathway** to deploy high-quality EV infrastructure, generate recurring revenue, and offer clean mobility access to residents and visitors—without burdening the municipal budget.

IV. Team Composition and Qualifications

BodeEV is proud to bring together a team of seasoned professionals who have not only built and managed complex EV infrastructure projects—but who also understand the deeper mission of this initiative: delivering **EV charging that just works** for the people of St. Helena. Our team is unified around reliability, accessibility, and long-term success—because we know public trust is earned over time through performance, not promises.

At the heart of our execution model is a culture driven by **B.O.D.E.**—the foundation of how we operate:

- **B – Become the Solution:** We roll up our sleeves, take ownership, and resolve issues fast.
- **O – Optimized Teaming:** Our collaborative approach ensures design, construction, and operations are always aligned with the City's evolving needs.
- **D – Dependability:** We show up, we get it done—and we never leave the City or its residents hanging.
- **E – Energy to Lead:** We bring the momentum needed to meet tight timelines and deliver transformative outcomes.

Organization-Wide Commitment to Performance

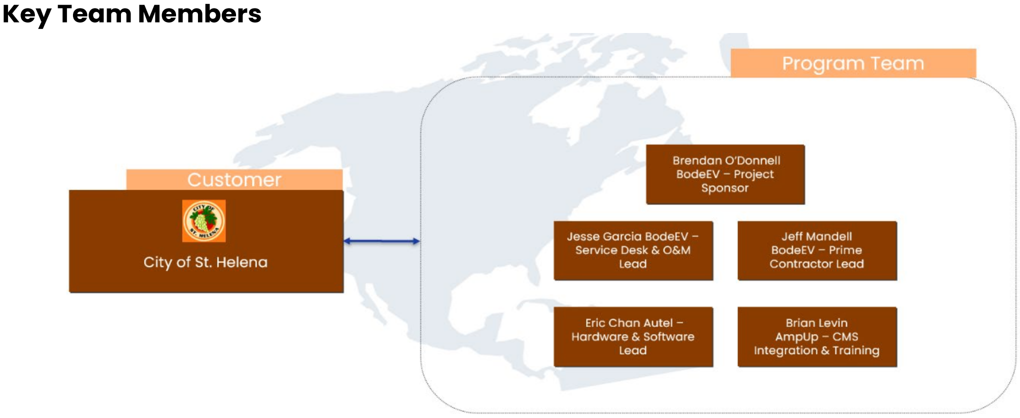
Together with our strategic partners—Autel Energy (hardware) and AmpUp (CMS)—we deliver full-scope design-build-operate services. From site walks and permitting to commissioning and ten-year maintenance, our internal alignment and shared accountability ensure consistent service quality at every phase.

To uphold the City's small-town values and public service mission, BodeEV enforces industry-leading Service Level Agreements (SLAs):

SLA Commitment	Target Response Time
Remote diagnosis and triage	Within 2 hours
On-site technician dispatch	Within 24 hours
Licensed electrician deployment	Within 48 hours (if escalated)
Charger swap-out (if needed)	Within 2 hours of diagnosis
Uptime Performance Target	99% annual charger availability

These standards exceed typical industry practices and are critical to ensuring continuous uptime, public trust, and grant compliance over the full 10-year contract term.

Key Team Members



Name	Role	Company	Summary of Qualifications
Brendan O'Donnell	Project Sponsor	BodeEV	Co-founder of BodeEV and former ChargePoint executive with 15+ years in EV infrastructure. Brendan drives project strategy, community alignment, and accountability for long-term service outcomes.
Jeff Mandell	Prime Contractor Lead	BodeEV	Oversees project execution, compliance, subcontractor coordination, and quality control across all workstreams. Jeff ensures all commitments align with the City's permitting, ADA, and NEVI-ready expectations.

Jesse Garcia	Service Desk & O&M Lead	BodeEV	Leads our 10-year maintenance strategy. Manages technical support, preventative inspections, and field repairs—ensuring the network delivers on performance KPIs.
Eric Chan	Hardware & Warranty Lead	Autel Energy	Manages all Autel charger delivery, pre-configuration, site-level commissioning, and warranty escalation processes. Supports seamless hardware integration and ADA compliance.
Brian Levin	CMS Integration & Training	AmpUp	Leads CMS deployment and training for City staff. Oversees CRT compliance, CMS branding, data reporting, and revenue-sharing setup to support both operational insight and public transparency.

This high-performing team is united around a shared objective: delivering a charging network that supports the City of St. Helena's vision for clean mobility, community service, and lasting public value—with the operational discipline and customer-first mindset to back it up.

Understanding the City's Goals: What This Project Means for St. Helena

St. Helena is more than a city—it's a destination. With a historic downtown, world-class wineries, and breathtaking scenery, it draws thousands of visitors each year while maintaining a close-knit, small-town atmosphere for its 6,000 residents. As a full-service city operating with a $22 million General Fund, every infrastructure investment must be thoughtful, efficient, and aligned with long-term community benefit.

The City has already taken an important first step by deploying six Level 2 Tesla chargers at City Hall. However, these chargers are frequently occupied by City staff, fleet vehicles, and community members—leaving little room for visitors or growing EV adoption. With demand rising, the City now seeks to expand EV charging access across multiple public-facing locations: parks, libraries, and civic parking lots.

But this is more than just adding chargers. It's about delivering a consistent, visible, and reliable public service that:

- Supports clean transportation and local air quality,
- Reinforces St. Helena's reputation as a forward-thinking, eco-conscious community,

- Makes EV adoption more accessible for everyday families, and
- Enhances the visitor experience without straining the City's limited resources.

How We Help the City Achieve These Goals

BodeEV's proposal isn't just a plan to install hardware—it's a commitment to partnership. As a California-based contractor and operator, we understand the balance between performance, community impact, and fiscal responsibility. Here's how our approach directly supports the City's objectives:

- **Preserving Small-Town Character:** Our design and install work integrates with City aesthetics and ADA requirements, using compact, low-profile chargers and signage that complement—not disrupt—historic streetscapes and park settings.
- **Delivering High-Quality Service:** Through our Service Level Agreements (SLAs), we commit to 2-hour remote triage, 24-hour on-site response, and 99% uptime—ensuring these assets function like the public utilities they are.
- **Enabling Access Without Burdening the General Fund:** We align all equipment, designs, and reporting with TFCA, MCE, and Communities in Charge funding—minimizing City costs while maximizing long-term ROI via revenue-sharing or space licensing agreements.
- **Serving Residents and Visitors Equally:** With charger placement at civic hubs like Crane Park and the Public Library, our solution offers walkable access for families, commuters, and tourists—supporting both environmental goals and local economic vitality.
- **Planning for the Future:** Our designs include capacity for future expansion, conduit stubbing, and network integration, so that the City can grow its EV infrastructure over time without duplicating effort or cost.

In short: This project isn't just a technology upgrade—it's a strategic investment in the City's identity, sustainability, and service to its people. And BodeEV, together with our partners Autel and AmpUp, is here to help you make it work—today, tomorrow, and for the next decade.

V. References from Past Clients with Similar Projects

BodeEV's track record reflects more than technical capability—it shows a consistent pattern of responsiveness, reliability, and results. Whether working with municipalities, commercial fleets, or national operators, our team has delivered EV infrastructure that balances speed, compliance, and long-term value. Each of the following clients engaged us for solutions that mirror the City of St. Helena's needs: grant-eligible charging stations, ADA-compliant infrastructure, public and fleet access, and ongoing O&M with real accountability.

Client	Project	Scope	Dates	Contact
EVPassport – National Rollout	Public Charging Infrastructure	Nationwide design-build partnerships for Level 2 and DCFC deployment, including make-ready construction, utility coordination, CMS activation, and system commissioning.	2024–Present	Cody Thornton, VP Infrastructure & Deployment Email: cthornton@evpassport.com Phone: (310) 704-9658
Laguna Niguel Hyundai	Commercial EV Charger Repairs	Responsive service and equipment replacement for two public-facing EV chargers (addressed twice), demonstrating our commitment to uptime, diagnostics,	2024–2025	Tim Bright Email: t@lncadillacgmc.com Phone: (949) 212-0651

		and swap-out service SLAs.		
Greenwealth	Urban Fleet Electrification	$5M project involving turnkey fleet depot design, civil and electrical work, charger deployment, and full lifecycle support. Delivered under strict performance KPIs and funding compliance.	2023–2025	Nicole Landers Email: nicole.landers@green-wealth.com Phone: (323) 377-4356
City of Carlsbad	Municipal EVSE Service	Ongoing preventative maintenance and repair services for BTC chargers across multiple city locations, with monthly site visits, diagnostics, and system availability tracking.	2023–2025	Brad Northrop Email: bradley.northup@carlsbadca.gov Phone: (760) 473-1267

So What? What This Means for the City of St. Helena

These projects showcase our deep understanding of what public agencies value most: transparency, compliance, and performance. From city hall parking lots to public libraries and parks, we've proven our ability to:

- **Deliver grant-aligned solutions** that comply with ADA, NEC/CEC, CEQA, and public procurement standards
- **Manage full lifecycle needs**—from initial site planning to long-term maintenance and software integration
- **Keep public assets online** with responsive SLAs that prioritize uptime and community satisfaction
- **Operate within constrained municipal budgets** while identifying funding offsets and maximizing ROI

Each of these clients selected BodeEV not just for installation expertise, but for our reliability and partnership mentality—exactly what we offer to the City of St. Helena as well.

Appendix A: Compliance Matrix – RFP Requirements and BodeEV Response

RFP Requirement / Evaluation Criteria	BodeEV Response Summary	Section(s) Referenced
Design, installation, and maintenance of Level 2 EV chargers	Full turnkey delivery model including design, permitting, build, and 10-year O&M	Firm Background; Timeline; Team
Compliance with ADA, NEC, CEC, Title 24, and CEQA/NEPA if required	All hardware ADA-compliant; engineering team experienced with NEC/CEC; CEQA addressed in permitting phase	Execution Plan; Timeline
Use of equipment eligible for Communities in Charge, TFCA, and MCE grant programs	Autel and AmpUp are pre-approved and currently in use in grant-funded projects across California	Firm Background; References
Ability to coordinate with PG&E for new/expanded electric service	Included in Phase 1 and 3 of Execution Plan; experience	Execution Plan; Timeline

	coordinating utility upgrades with PG&E	
Experience with similar municipal/public EV projects	References include City of Carlsbad and Greenwealth; extensive public-sector experience	References; Team Bios
Plan to operate and maintain chargers for 10+ years	SLA-backed 10-year O&M strategy including preventative maintenance, diagnostics, and swap-out support	Execution Plan; Team; SLAs
Service Level Expectations	2-hour remote response, 24-hour site visit, 99% uptime; clearly defined SLA enforcement protocol	SLAs; Team Qualifications
Revenue-sharing model or licensing agreement to reduce City's costs	Proposal includes flexible business model to offset costs through usage revenue share	Cover Letter; Execution Plan
Ability to deliver project by December 20, 2025	Timeline built backward from December deadline; turnkey delivery guaranteed by mid-October	Timeline; Execution Plan
Accessibility for residents and visitors at multiple civic sites (parks, library, corp yard)	Charger placement at public-facing, high-use sites with walkable, ADA-compliant access	Understanding the City's Goals
Responsiveness, clarity, and quality of proposal submission	All requested sections included; formatting is clear; contact details and experience are clearly presented	Entire Proposal

LICENSE AGREEMENT

This License Agreement (this "License") is effective as of the date it is fully executed (the "Effective Date") by and between Licensor (as defined below) ("Licensor" or "City") and BodEV Inc., a California corporation ("Licensee") regarding the use of certain property owned and controlled by Licensor (Exhibit A). Licensor and Licensee are each referred to herein as a "Party" and collectively as the "Parties."

The terms and conditions agreed to by Parties pursuant to this License are as provided in the Key Terms immediately below, the Licensed Area depicted in Exhibit A and the General Terms and Conditions, attached hereto as Exhibit B. Exhibit A and Exhibit B are hereby incorporated by reference as if set forth in full.

Clause references are to clauses in the Key Terms immediately below, and section references are to sections in the General Terms and Conditions (Exhibit B). In the event of a conflict between the Key Terms and Exhibit B, the Key Terms shall prevail.

Key Terms

(a) **Licensor** City of St. Helena, a California municipal corporation**.**

(b) **Property** (Section 1) Commonly known as the following parking lots:

St. Helena City Hall ("SHCH")
1088 College Avenue
St. Helena, CA 94574

St. Helena Corp Yard ("SHCY")
1405 Charter Oak
St. Helena, CA 94574

(collectively, the "Property")**.**

(c) **Licensed Area** (Section 1) As follows:

at SHCH:
Ten (10) parking spaces, ten (10) feet of additional parking width to provide disability access and approximately 1,800 square feet of space for equipment on the Property at approximately the locations shown on Exhibit A;

at SHCY:
Four (4) parking spaces, ten (10) feet of additional parking width to provide disability access and approximately 800 square feet of space for equipment on the Property at approximately the locations shown on Exhibit A;

all as depicted on Exhibit A (the "Licensed Area")**.**

(d) **Charging Stalls** (Section 1) As follows:

at SHCH:
Ten (10) Autel Level 2 EV Chargers:
• Three (3) Dual Ports, six (6) parking stalls
• Four (4) Single Ports, four (4) parking stalls;

at SHCY:
Four (4) Autel Level 2 EV Chargers
• Two (2) Dual Ports, four (4) parking stalls
• ADA NOT REQUIRED AT THIS LOCATION;

all to the City's reasonable satisfaction.

Parking spaces in the Licensed Area shall be outfitted for charging with DCFC charge posts ("EV Chargers") and shall serve as dedicated charging stalls.

(e)	**Due Diligence Period** (Section 2)	One (1) day following the Effective Date ("Due Diligence Period")
(f)	**Commencement Date** (Section 4)	Within one hundred and eighty (180) days following the end of the Due Diligence Period.
(g)	**Base Term** (Section 5)	Five years from the last day of the month in which the Commencement Date occurs (the "Base Term").
(h)	**Renewal Term** (Section 5)	Not to exceed one (1) period of five years ("Renewal Term").
(i)	**Termination Notice** (Section 5)	At least eighteen (18) months ("Notice Period").
(j)	**Special Terms and Conditions**	Licensee shall install the EV Chargers in accordance with its proposal and all applicable codes, permits, and regulations. Equipment shall include Autel Level 3 DCFC chargers and AmpUp charge management software. The EV Station shall be serviced at a level no less than that set forth in Licensee's "SERVICE LEVEL AGREEMENT" document currently available at: **https://bodeev.com/wp-content/uploads/2025/09/Servcie-Level-Agreement-bodeEV.pdf** Licensee shall pay for electricity used for charging City Vehicles at the City Hall site at $100/month. This rate is mutually reviewable quarterly, but shall not be changed without amendment to this License Agreement. For the Corp Yard site, the City will pay for electricity used for charging City fleet vehicles at the same rates charged by Licensee to the general public at the EV Chargers.

[Signatures on following page]

Signature Page to License Agreement

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

LICENSOR:

City of St. Helena,
a California municipal corporation

By: ________________________________

Name: Anil Comelo

Title: City Manager

Date: ________________________________

E-mail for notices:
acomelo@cityofsthelena.gov

Phone number for urgent issues:
707-968-2743

LICENSEE:

BodEV Inc.
a California corporation

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

E-mail for notices:
____

Phone number for urgent issues:
____

ATTACHED

EXHIBIT A – Licensed Area

EXHIBIT B – General Terms and Conditions

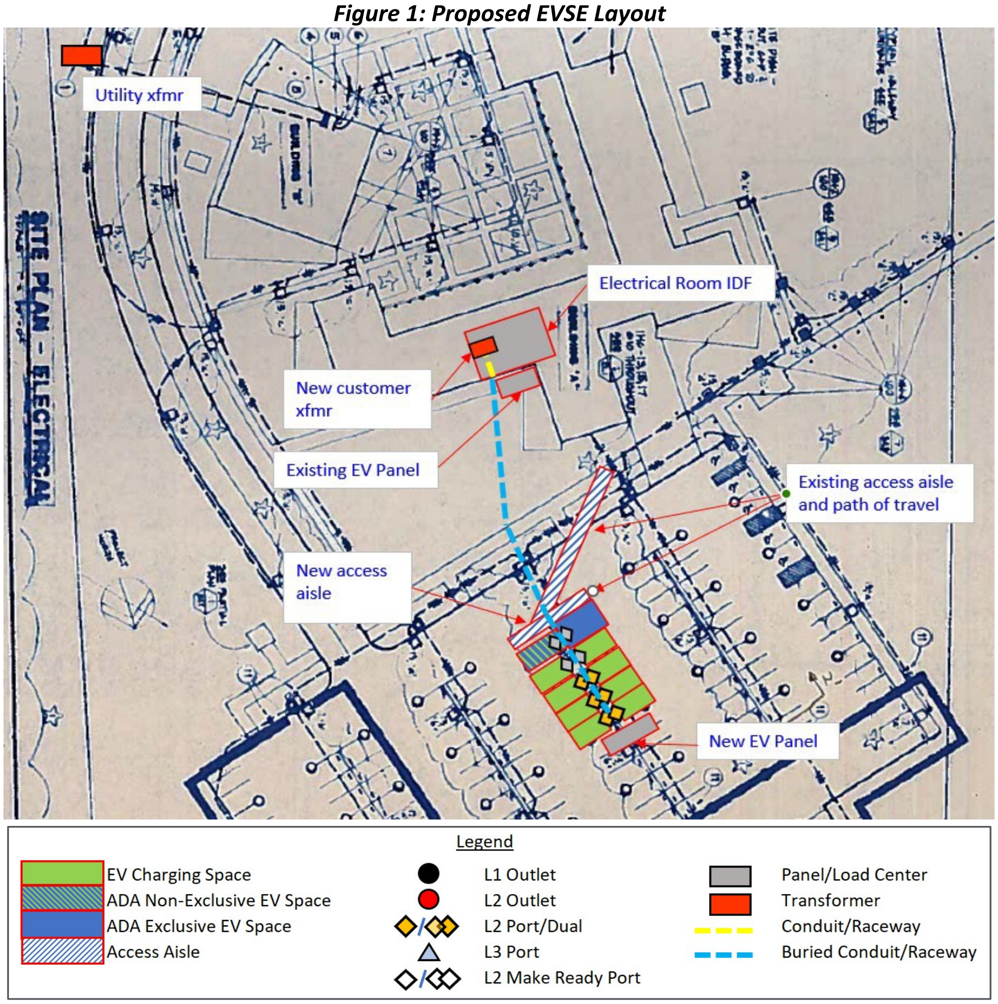
EXHIBIT A

Licensed Area

(Exact locations may vary slightly, but overall square footage and general areas are ancipated to remain the same).

City Hall*

Figure 1: Proposed EVSE Layout



***ancipated location is middle row, but will go further down to keep current chargers in place**

Corp Yard

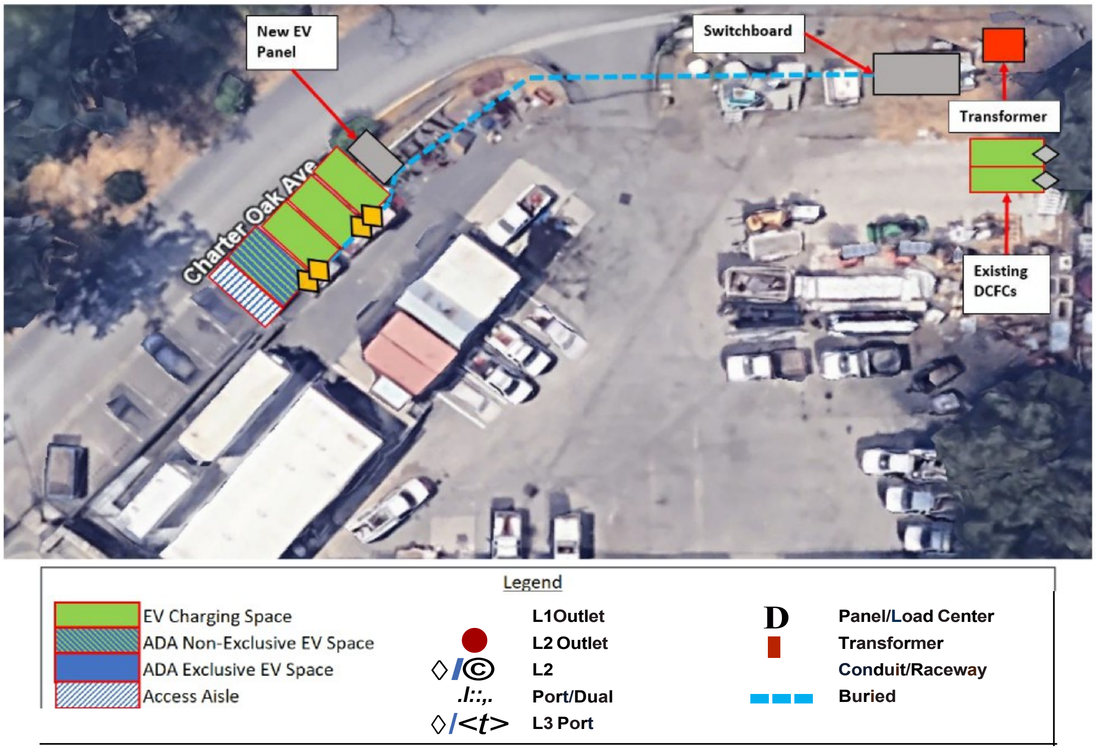


Figure 2: Proposed EVSE Layout

Exhibit B
General Terms and Conditions

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

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

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

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

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

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

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

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

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

8. **Utilities**.

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

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

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

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

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

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

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

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

14. **Indemnification**. Except to the extent a claim arises from any negligence or willful misconduct of an Indemnified Party, or any breach or alleged breach of Section 25 by Licensor, Licensee hereby agrees to indemnify, hold harmless and defend Licensor, its directors, officers, managers, members, employees, agents and representatives (each an "Indemnified Party") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Licensee's use of the Licensed Area; (ii) Licensee's breach of this License; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.

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

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

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

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

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

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

20. **Incentives**. Licensor agrees that Licensee shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the EV Station, including, without limitation, from electricity delivered through, stored at or generated by the EV Station. As a condition precedent to receiving such Incentives, and as a material term of this License, Licensee shall be solely responsible for compliance with terms and conditions of any Incentives, including, but not limited to, compliance with labor code provisions, disadvantaged business requirements, reporting requirements, and the like. Licensor will cooperate with Licensee in obtaining all Incentives, provided that Licensor is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Licensee. If any Incentives are paid directly to Licensor, Licensor agrees to immediately pay such amounts over to Licensee.

    "Incentives" means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority. Licensor agrees that Licensee may disclose a redacted copy of this License if necessary to obtain Incentives.

21. **Revenue Sharing.** Notwithstanding Section 20 "Incentives," Parties agree, as a material term of this License, Licensee shall pay the Licensor fifty percent (50%) of gross revenues generated from the EV Station, net of taxes, network fees, and transaction processing charges. Regardless of

revenue, Licensee guarantees a minimum annual payment of $1,000 per site (i.e., the City Hall site and the Corp Yard site) per year to the Licensor. Payments to the Licensor shall be made quarterly within thirty (30) days after the end of each quarter, along with a detailed revenue report generated via the AmpUp CMS. Licensor shall have the right to audit Licensee's financial records related to the EV Station operations.

22. **Governing Law**. This License shall be construed and enforced in accordance with the laws of California. Any legal action related to this License shall be initiated in Superior Court of California for the County of Napa or the U.S. District Court for the Northern District of California.

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

24. **Assignment.** Licensee shall not assign this License nor sublicense the Premises without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Licensee's ability to transfer this Agreement to a Licensee Affiliate. For purposes of this Section, "Affiliate" means any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls Licensee (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over Licensee, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests

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

26. **Compliance with Labor, Non-Discrimination, and Other Laws.** Licensee is solely liable for determining the application of federal and State laws, regulations, and ordinances to the action contemplated by this License, and exhibits thereto. Specifically, Licensee shall abide by all labor requirements including, but not limited to, those related to prevailing wage, public works projects, timekeeping, overtime, working hour and break requirements, apprenticeship obligations, payroll

record-keeping requirements, and other obligations as required by law. Licensee shall also expressly abide by all requirements related to non-discrimination and non-harassment, occupational health and safety, and fair employment practices.

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

28. **Amendment.** Parties may amend the License, or any exhibit thereto, by mutual agreement in writing.

29. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of the License, or any exhibit, shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of the License.

30. **Independent Contractor**. Licensee agrees that Licensee, its officers, agents, employees, members, docents or volunteers while performing services pursuant to this Licensee, and exhibits thereto, will be acting as independent contractors and not as agents or employees of Licensor. Licensee is responsible for and must secure, at its own expense, any and all payment of wages, benefits, and taxes, including, but not limited to, Income Tax, Social Security, State Disability Insurance Compensation, and any other payroll deductions for Licensee. This License, and exhibits, does not create an agency, employee, partnership, or joint venture between the Licensor and Licensee.

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "SLA") is made, entered into, and is effective as of _____________, 2025 ("Effective Date"), between bodEV Inc. ("bodeEV") with principal offices located at 25342 Hugo Rd, Laguna Niguel, CA 92677 and [__________________], with an address located at ________________________ ("Customer") BodeEV and Customer herein collectively referred to as the "parties" and individually referred to as a "party."

BACKGROUND

A. BodeEV provides reliable, safe, and well-experienced after-sales operations & management (O&M) services for any Electric Vehicle (EV) chargers sold or offered to put under management.

B. BodeEV provides bode O&M™ service options (as hereinafter described) making available EV energy charger Customers with service products to purchase based on Customer needs. BodeEV provides manufacturer warranty (defined by OEM) with every EV charger sold and makes available bode O&M™ services at an additional cost.

C. BodeEV aims to assist customers in operating EV chargers with high reliability and low downtime by offering remote and onsite monitoring, parts and labor coverage.

D. This bode O&M Service Level Agreement (SLA) specifies the tech support/service level indicators provided by BodeEV to provide customers with service quality assurance.

The parties understand and agree that:

A. This SLA takes effect from the date of EV charger service activation and continues for the applicable service period.

B. BodeEV will evaluate performance adherence to metrics under the terms of this SLA upon request as well as quarterly to promote performance and at Customer's election depending upon the service level selected by a Customer. Such reports may be provided in electronic form and be delivered via email, online platforms, etc. as requested by Customer.

C. The following sets forth the scope of each service level made available to Customers:

SERVICES METRICS:

Warranty Period	✓ Period of warranty and commencement date same as Standard Warranty. ✓ Warranty Extension available for purchase to extend warranty period to a total of five (5) years from quote date.
Performance*	✓ Uptime Guarantee: Annually 98%, except if due to Excluded Events. ✓ BodeEV agrees to investigate the root cause for any issue deemed to be a systemic failure.
Charger Support Request Response Time (CSRT)	2 hrs
Remote Support	Remote Support will be conducted by a professional service team, including: ✓ Remote Monitoring - 24/7 remote connectivity • Remote Diagnostics • Software/firmware updates
Parts Covered	✓ Parts replacement included and coordinated by an BodeEV support team. ✓ If customer elects to have service Desk Support only, BodeEVwill make available to customers a recommended consumable parts price list for each EV charger model.
Onsite Technical service	✓ If remote diagnostics fails to identify charger fault, BodeEV will, on a case-by-case basis, and upon mutual agreement with customer, dispatch a certified technician on-site to troubleshoot, diagnose, and rectify the issue. ✓ Deployment Time of On-site Service will be 24 hrs from CSRT. ✓ If a certified electrician is needed On-sight Service time, deployment time will be 48 hrs from On-Sight Service. ✓ If a certified electrician is unable to rectify the situation, a new charger will be provided within 2 hrs of the electrician being on-sight for AC products, and 2 weeks for DC products.
Training	✓ BodeEV offers free specialized training and parts for customer self. ✓ Free remote training conducted by a technical support expert is available. ✓ Onsite training for an additional charge is available if desired.
Preventive Maintenance	• Preventive maintenance is provided to ensure that EV charging equipment is in good condition and includes proactive replacement of parts that to minimize issues which may result in EV equipment failures. • Preventive maintenance must be completed with the authorization and notification of the BodeEV service desk. • Preventive Maintenance mainly includes inspection of the EV charger's appearance, power supply, connection lines, charging interfaces, etc. and includes: ■ Proactive reminder service provided based service records. ■ Operation guidance is available and training courses optional. ✓ Spare Part Replacement: Implemented in accordance with service desk guidance on density of local chargers under management.

DEFINITIONS / CONCEPT DEFINITIONS

Business Hours Available: 24hrs 365 days per year.

Excluded Events: Means any events that are agreed to be excluded from a particular metric. (See below)

Failure: any scenario where an EV charger is unable to charge due to charger performance issues.

Hardware: Means the EV charger unit and additional equipment purchased from the Service Provider.

Uptime: Uptime is calculated for the time when a charger's hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected. Charging port uptime percentage would be calculated using the equation $\mu=((8760-(T\_outage-T\_excluded))/8760) \times 100$ where μ = port uptime percentage, T_outage = total hours of outage in previous year, and where T_excluded = total hours of outage in the previous year for reasons outside the charger operator's control, such as electric utility service interruptions, internet or cellular service provider interruptions, and outage etc.

Charger Support Request Response Time: It is defined as the maximum allotted time requested for BodeEV to respond to customer inquiries and begin the remote troubleshooting process.

Remote Diagnostics Response Time: is defined as the maximum allotted time requested for BodeEV to provide remote response after receiving an EV charger support request.

Deployment Time of On-site Service: This is defined as the amount of time after the remote diagnostic response process is complete to the dispatching of an engineer/tech to the customer site when issues cannot be resolved via remote support. Spare parts are either at the customer site or confirmed for delivery to the site. The time of on-site work must be mutually agreed upon between customers and BodeEV.

Limitations and Exclusions

Service unavailability due to the following reasons would not included in the BodeEV service rate:

a. Caused by vehicle manufacture failure.
b. Caused by system maintenance after BodeEV notifies customers in advance, including system maintenance, upgrade, and simulated fault drills.
c. Any network or equipment failure or configuration adjustment other than caused by BodeEV equipment.
d. Caused by force majeure and unexpected events.
e. The service is unavailable, or the service is not up to standard due to reasons other than BodeEV.

MISCELLANEOUS

This SLA may not be transferred or assigned by any customer signatory without the prior written consent of BodeEV. This SLA will inure to the benefit of the parties hereto, their permitted successors and assigns. This SLA constitutes the entire agreement between the signatories hereto with respect to the subject matter hereof and thereof and supersedes any prior understandings, agreements, or representations by or among such signatories, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. This SLA and any provision herein only may be amended, waived, or terminated by a writing signed by both parties hereto. Any term or provision of this SLA that is determined invalid or unenforceable in any situation or in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAWS RULES. Except as provided in this SLA, each signatory hereto will pay its own costs and expenses relating to the transactions contemplated by this SLA, including, without limitation, the fees, and expenses of its counsel. This agreement may be executed in counterparts, and each counterpart will for all purposes be deemed an original, and all such counterparts will together constitute but one and the same agreement. This agreement may be delivered by any signatory by way of facsimile or electronic transmission to the other signatory and delivery will be deemed completed for all purposes upon the completion of such facsimile or electronic transmission.

IN WITNESS WHEREOF, the Parties below, intending to be bound by this Service Level Agreement, have caused this Agreement to be executed by their authorized officers and to be effective as of the Effective Date above.

bodEV Inc.	CUSTOMER: ________________________
________________________	________________________
Signature	Signature
________________________	________________________
Name:	Name
________________________	________________________
Title	Title
________________________	________________________
Date	Date

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution approving a License Agreement with BodEV Inc. to allow for the installation, operation, and maintenance of fourteen (14) Level 2 public electric vehicle (EV) charging stations at two City-owned, operated or leased locations for a term of five (5) years

RECITALS

Whereas, the City of St. Helena is committed to advancing clean transportation solutions and reducing greenhouse gas emissions in alignment with statewide climate action goals; and

Whereas, the deployment of reliable, accessible electric vehicle charging infrastructure is essential to support local EV adoption by residents and visitors; and

Whereas, the City issued a Request for Proposals (RFP) in June 2025 seeking a qualified vendor to design, install, operate, and maintain Level 2 EV charging stations at four City-owned sites—City Hall, St. Helena Public Library, Crane Park, and the City Corporation Yard; and

Whereas, the proposal submitted by BodEV Inc. was deemed the most responsive, cost-effective, and aligned with the City's goals, offering a fully turnkey solution at no upfront cost to the City; and

Whereas, BodEV Inc. has proposed a five year site license agreement pursuant to which they will locate grant-aligned equipment at two City locations and will provide long-term operations and maintenance of the equipment, and provide revenue-sharing to the City;

RESOLUTION

Now, therefore, the City Council of the City of St. Helena hereby resolves as follows:

The City Council hereby approves and authorizes the City Manager to execute a License Agreement with BodEV Inc. in the form included with the staff materials included with this resolution, that provides for the installation, operation, and maintenance of fourteen (14) Level 2 electric vehicle charging stations at the following City locations:

- City Hall (1088 College Avenue)
- St. Helena Public Library Parking Lot

The City Council further authorizes the City Manager to take all other necessary actions to implement the project and meet grant deadlines.

Supports the project's alignment with grant programs such as Communities in Charge and its role in advancing equitable, publicly accessible clean transportation infrastructure within the City.

Funding is as follows:

Description	**Fund**	**GL Account**	**Amount**
No funding required	N/A	N/A	0
Total Not-To-Exceed			**0**

Approved at a Regular Meeting of the St. Helena City Council on September 9, 2025, by the following vote:

Mayor Paul Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

APPROVED: ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

From: Christopher J Warner
To: Andrew Bradley; Erika Opp; Anil Comelo
Cc: Paul Dohring; Aaron Barak; Ethan Walsh
Subject: Re: Public Comments - BodeEV EV License and Service Level Agreement - City Council September 9, 2025, Agenda Item 10.5
Date: Sunday, September 7, 2025 10:45:51 PM

I appreciate that Bode EV chargers are back on the City Council agenda, with the Crane Park and Library locations removed per previous comments. However, for the City Hall and Corp Yard chargers, 10 at City Hall and 4 at the Corp. Yard, the staff recommendation **still lacks a quantitative forecast of actual utilization/dwell time/current EV uses at both City Hall and the Corp Yard that would support the number of Level 2 chargers.**

This lack of a forecast of need for the 10 chargers at City Hall also appears to include what appears to be a proposal by BodeEV to overcharge the City a fixed fee of $100 a month ($1,200 per year) for the electricity used by City owned vehicles, regardless of how much electricity is actually used by the City owned vehicles each month (License Agreement, subdivision (j)).

For example, even if 4 City electric vehicles were charged once a week to maintain a full battery with 300 miles range based on an average of 25 local vehicle miles traveled per vehicle per day, e.g. 1 hour a day, 7 days a week, of Level 2 charging per vehicle at an offpeak rate of $.25/kWh, **the electricity costs would be only $28 a month--$72 a month LESS than the $100 fixed monthly fee BodeEV is proposing to charge the City for electricity for City owned vehicles. The City may want to require a reduction in the $100 a month fixed fee for electricity charged by BodeEV to a lower, more realistic rate based on a concrete forecast and estimate of actual and current City owned electric vehicle charging usage and charging needs.** If actual current and near-term forecast City owned electric vehicle electricity usage changes or PG&E electricity rates change, the City and BodeEV can mutually negotiate a different monthly rate that reflects a more accurate estimate of actual City vehicle electricity usage.

In addition, here are a couple other comments regarding the proposed license agreement that the City may want to consider before entering into it:

1. The Staff Report states that the RFP requires the project to be delivered by December 20, 2025 "to remain eligible for grant reimbursement," but the proposed license agreement provides BodeEV with 180 days from the one day "due diligence period" to deliver the project as operational. **What happens to the eligibility for grant reimbursement if BodeEV does not deliver the project by December 20, 2025, as would be its right under the proposed license agreement?**

2. Subdivision (j) "Special Terms and Conditions" of the proposed license agreement requires that "Equipment shall include Autel ***Level 3 DCFC chargers***...." **Is this correct?**

3. The proposed "Service Level Agreement" references an **unspecified "applicable service period" end-date that should be clarified precisely.** ("Background," second Section A.)

4. **The Service Level Agreement includes 5 very broad "excluded events" ("Limitations and Exclusions") that would negate BodeEV's 98% "Uptime Guarantee"** referenced in the Staff Report and Service Level Agreement. These "excluded events" include "unexpected

events" and "the [maintenance] service is unavailable" that appear over-broad and a significant reduction in the intended 98% "Uptime Guarantee" promised by BodeEV.

Thx for your consideration and I appreciate the continued efforts to promote a commercially viable, prudent and balanced EV charging agreement with BodeEV. Per my prior comments, my comments are solely personal and not in any official capacity or representing any person or entity other than myself.

Christopher J. Warner
1434 Grayson Avenue
415-309-9572

On Thu, Aug 7, 2025 at 12:00 PM Christopher J Warner <chrisjwarner52@gmail.com> wrote:

> Thx Andrew for your voicemail on potentially downsizing the Bode Level 2 chargers to only at City Hall and the Corp yard. I could support that if the forecast usage is at least 20% at both sites based on number of chargers, or if the term of the Bode licenses is revocable every couple years if demand does not ramp up. I would still oppose any location of Level 2 public chargers at Crane Park and the Library, and would recommend that any proposal for public chargers at those sites go through formal public review and Council approval -- not as a continued option subject only to staff review and approval.
>
> Can you send me a quantitative forecast of actual utilization/dwell time/current EV uses at both City Hall and the Corp Yard?
>
> Thx!
>
> Chris
> 415-309-9572
>
> PS I also agree that with the current downturn in the growth of new EV sales and registrations in California and low current EV registrations overall in Napa, it may be awhile longer before ANY public chargers--Level 2 or DCFC--make any sense from a local need perspective. This is why we made the Tesla Superchargers non-exclusive to EVs for public parking use.

Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Public Works

DATE:	September 9, 2025
FROM:	Joseph Leach, Assistant City Manager/Director of Public Works, City Engineer
SUBJECT:	Update on Water and Wastewater Enterprises: Consideration of Early Rate Study Update, Review of Key Capital Improvement Plan Projects, and Potential Engagement of Owner's Representative Services
RECOMMENDED ACTION:	Council is invited to receive update on the following items and provide direction: 1. Subject to Water/Wastewater Advisory Committee concurrence upon review of requested data, direct staff related to initiation of an updated Water & Wastewater User Rate Study for implementation in advance of the "standard" 5-year cycle OR pause pursuit of a Rate Study until future date to be determined. 2. Review several key Water/Wastewater Capital Improvement Plan (CIP) projects and discuss their delivery disposition. 3. Direct staff regarding retention of a consultant to provide "Owner's Representative Services" to manage several CIP projects OR defer various projects.
PREVIOUS COUNCIL ACTION:	Resolution 2025-003 adopted by City Council on January 14, 2025, establishing the Water/Wastewater Advisory Committee. Resolution 2025-013 adopted by City Council on February 11, 2025, to appoint the members of the Water/Wastewater Advisory Committee to a "trial period" 24-month term. Resolution 2025-024 adopted by City Council on March 11, 2025, to update the composition of the Water/Wastewater Advisory Committee to include a Council Liaison.
STATEMENT OF THE PURPOSE:	Provide Council update on a variety of matters related to the Water & Wastewater systems and Enterprise Funds and consider direction.
FINANCIAL IMPACT:	Should Council concur with advancing the

	Water/Wastewater User Rate Update Study, a budget "realignment" or supplemental appropriation would be required since FY2025/26 does not include such a budget appropriation. The total cost for the 2023 Water/Wastewater Rate Study was approximately $200k. Should Council concur with the recommendation to proceed with CIP Owner's Representative services, the costs would be split among CIP projects and primarily funded via Water Bonds ($185K) and General Obligation Bonds (i.e. GO Bonds for $50K).

BACKGROUND:
On January 14, 2025, the City Council established the Water/Wastewater Advisory Committee (W/WW AC) for a 24-month trial period, charged with providing technical assistance, advising on long-term needs, and developing plans for Water and Wastewater Enterprises. The Committee has met on the following dates and discussed a variety of matters: 02/28/25, 03/14/25, 03/28/25, 04/11/25, 04/24/25, 05/08/25, 06/05/25, 07/10/25, and 08/28/25. The 8/28/25 W/WW AC meeting and subsequent discussion was the basis for much of the content of this agenda item.

DISCUSSION:
Advancement of Water & Wastewater User Rate Study Update

In 2023, the City Council adopted updated water and wastewater user rates in conformance with the requisite Proposition 218 process. The schedule for implementation of the rates was in five annual steps with corresponding rate increase percentages:
Water: 9/1/23 (28%), 7/1/24 (8%), 7/1/25 (8%), 7/1/26 (8%) & 7/1/27 (8%)
Wastewater: 9/1/23 (50%), 7/1/24 (4%), 7/1/25 (4%), 7/1/26 (4%) & 7/1/27 (4%)

Most industry professionals (i.e. Public Works Directors, Directors of Finance, Municipal Financial Advisors, etc.) would contend that a 5-year rate update cycle enables an agency to remain fiscally resilient (i.e. adjust for fluctuations in water demand/revenue along with maintaining mandated debt reserves) AND appropriately address deferred maintenance and Capital Improvement Plan needs.

At the August 28, 2025 Water/Wastewater Advisory Committee, Agenda Item 7.1 titled, "Discussion and Consideration of Advancing Water and Wastewater Rate Study Timeline and Committee Input on Timing, Scope of Services, and Schedule" was co-presented by Administrative Services Director Mandy Kellogg and Assistant City Manager/Director of Public Works/City Engineer Joe Leach. The premise of advancing the rate study update from development during Fiscal Year 2027/28 and implementation on 7/1/28 to development now, during FY2025/26, and implementation on/near 7/1/26 is based upon the following conditions:

1. **Projected decrease in anticipated revenue for the Water Enterprise.** At the time of the W/WW AC, staff expressed that they did not possess the "actual" shortfall of revenue when compared to what was projected under the 2023 Rate Study due to being in the midst of "closing" the FY2024/25 finances in preparation for the annual audit. Director Kellogg provided a "preliminary" estimate of revenue shortfall of $1.5M for FY24 and $0.9M for FY25 with the appropriate caveats/disclaimers that it was for "order of magnitude/discussion purposes only and won't know actuals until books are closed."
2. **"Right sizing revenue" with actual CIP project development/delivery.** The 2023 Rate Study envisioned an aggressive delivery of CIP projects, based upon the known needs at that time. Since then, it has become evident that the delivery of projects has not conformed to expectations AND new projects have been added to the CIP based upon several factors (e.g. regulatory compliance, completion of Water Treatment Plant condition assessment, operational needs, etc.).

The draft Request for Proposals was included as an attachment to the Water/Wastewater Advisory Committee Agenda Item 7.1 and is included as **Attachment 1**.

Water/Wastewater Advisory Committee Comments

The Committee was very thoughtful in their response. They provided neither resounding support nor abject opposition to the proposal. Their collective response included the following:

1. Ensure the Request for Proposals (RFP) includes reference to the consultant's collaboration with the Water/Wastewater Advisory Committee.
2. Pause on the issuance of the RFP pending staff's presentation to the Water/Wastewater Advisory Committee of draft shortfall for the Water & Wastewater Enterprise funds.
3. Ensure that staff and Water/Wastewater Advisory Committee have assembled known financial data and projected CIP scope/delivery schedule well in advance of retaining of a consultant so the rate study development process can proceed expeditiously.

Staff has scheduled to provide an updated financial report to the Water/Wastewater Advisory Committee at the September 25, 2025 meeting.

Capital Improvement Plan Update - Key Water/Wastewater Projects

Below are several key CIP Projects and their current delivery disposition:

CIP Project No. W-101, Tank #2 Rehabilitation

Consultant finalizing Plans, Specifications & Estimate (PS&E), Council bid approval in October 2025, commence construction in December 2025.

CIP Project No. W-109, Bell Canyon Intake Tower Replacement

Amendment for additional engineering work on tonight's agenda, Consultant nearing 90% PS&E (except for additional scope), Council bid approval in early 2026, Council construction contract award Spring 2026 (early construction award necessary due to long lead time for large valves), commence Construction in December 2026.

CIP Project No. W25-01, Napa Intertie Pipeline Replacement

Consultant collaborating with Napa Valley Vine Trail design team to perform potholing/surveying of all existing underground utilities to resolve any known conflicts, Consultant nearing 90% PS&E, Council bid approval in October 2026, commence Construction in January 2026.

CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement

Haley Aldrich developed draft RFP for design services, Council authorized issuance of RFP on April 8, 2025, anticipate advertisement late September, Council award of Professional Services Agreement in November 2025, commence design January 2026.

CIP Project No. W24-02, Napa Intertie Pump Station (Rutherford) Replacement

Council authorized for design services at the June 24, 2025 meeting, expect completion of design by June 2026, commencement of construction TBD subject to funding.

CIP Project No. W18-113, Water System SCADA Improvements

Staff developed RFP for Supervisory Control and Data Acquisition (SCADA) upgrades/integration services on various facilities in the water supply system and is seeking peer review of the draft by HA and WQTS representatives, Council authorization to issue RFP in October 2025.

CIP Project No. S-52, WWTP Phase 1 Upgrades

Project completed 30-day performance testing, 7-day stress testing and is currently in the midst of the 60-day demonstration period (i.e. the final requirement prior to determination of "substantial completion"), anticipate project acceptance before end of 2025.

CIP Project No. S18-70, Replace 1% of Sewer Mains Annually

Council authorized construction contract on August 26, 2025 for over $820k worth of pipeline replacement.

CIP Project No. S18-71, Crinella Pump Station Upgrades

Project construction nearly 98% complete, anticipate project acceptance/Council action at a meeting in October 2025.

CIP Project No. S24-02 High Priority Sewer Line Replacement

Council authorized construction contract on August 26, 2025 for nearly $120k worth of pipeline replacement.

Owner's Representative Services

With the departure of a significant member of the PW Mid-Management team (i.e. Deputy City Manager/Public Works Operations Ms. Lesley Milton) who was engaged in a number of studies and operational CIP projects, there is a critical need to "creatively" and efficiently re-distribute projects among staff and consultants in an effort to continue to delivery essential services and projects. Certain projects lend themselves to an "Owner's Representative"/Project Manager model. The "Owner's Representative" (OR) is distinguished differently than "Project Manager" in that the expectation is that the OR consultant possess both engineering expertise and administration savvy to manage all facets for project delivery including Professional Services Agreement administration for design consultants and Construction Contract administration for the construction of projects.

Since the City currently has a contract with Haley Aldrich and they have demonstrated proficiency with City processes including development of staff reports and contract administration, **Attachment 2** is the W/WW AC staff report which includes a "high level" budget estimate and project list that have would appropriately "fit" the OR model for project development and/or delivery.

CIP Project No. W-101, Tank #2 Rehabilitation
  Oversee engineering firm to finalize Bid Documents, administer process through Request for Bids (RFB) issuance, Bid Evaluation and Construction Award.

CIP Project No. W18-113, Water System SCADA Improvements
  Evaluation staff-developed Request For Proposals, administer process through RFB issuance, Bid Evaluation and Construction Award. Provide administrative interface between SCADA Integrator and staff.

CIP Project No. W24-02, Napa Intertie Pump Station (Rutherford) Replacement
  Oversee design services consultant through development of PS&E and provide peer review services.

CIP Project No. W25-01, Napa Intertie Pipeline Replacement
  Oversee design services consultant through final PS&E, administer process through RFB issuance, Bid Evalution and Construction Award.

CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement
  Oversee design services consultant through development of PS&E, administer process through RFB issuance, Bid Evalution and Construction Award.

CIP Project No. S18-70, Replace 1% of Sewer Mains Annually
  Evaluate CCTV and defect reports for development of 5-year rehabilitation and replacement scope of improvements.

CIP Project No. S24-02 High Priority Sewer Line Replacement
  Evaluate CCTV and defect reports for development of 5-year rehabilitation and replacement scope of improvements.

<u>W/WW AC Comments</u>

This item was presented to the W/WW AC at the August 28, 2025 meeting as Agenda Item 7.3 titled, "Discussion and Consideration of Either Supporting Staff Seeking

Council Authorization for Owner's Representative Services for Delivery of Several Capital Improvement Projects OR Reprioritize (i.e. defer delivery) Various Projects and Determine Options for Delivery." Below is a summary of salient comments made:

1. **Proposal Valuation per Project Insufficient.** A member of the W/WW AC initially expressed concern about the low cost associated with the corresponding proposals. It was explained that the proposed budgets and their corresponding scope exclude Construction Management/Inspection Services, which would be developed and executed as agreement amendments concurrent with the award of projects for construction.
2. **Total number of CIP projects too great to manage/deliver.** While expressing appreciation and gratitude, there was an acknowledgement that the volume/valuation of projects being administered by the Public Works Department staff was beyond reasonable expectations. Members expressed the need for a prioritization of projects to be developed/delivered in a reasonably timely manner. Staff expressed the challenge that there are a number of projects that are either tied to timely fiscal obligations (e.g. GO Bond deadline) or regulatory obligations (e.g. Division of Safety of Dams requiring upgrades to the Bell Canyon Intake Tower). As the W/WW AC has formed a subcommittee titled, "Capital Project Prioritization", it is anticipated that W/WW AC and staff will continue to collaborate on project prioritization and delivery.

In summary, without Owner's Representative Services the projects noted above will be deferred/delayed.

ENVIRONMENTAL REVIEW: Not applicable.

GOAL:

Goal 1: Strengthen Financial Sustainability
Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

Attachment 01 - W-WW AC 07.01 - Draft Staff Report Rate Study
Attachment 02 - W-WW AC 07.03 - Draft Staff Report Owner's Representative Services

Agenda Report to the Water and Wastewater Advisory Committee

DATE:	August 28, 2025
SUBJECT:	Consideration of Advancing Water & Wastewater Rate Study to commence in 2025 from the scheduled 2026 timeline.
RECOMMENDED ACTION:	Staff recommend advancing the Water & Wastewater Rate Study to commence in 2025.
STATEMENT OF THE PURPOSE:	To seek committee direction on whether to initiate an updated Water and Wastewater Rate Study in 2025, one year earlier than originally scheduled, and to request feedback on the draft Request for Proposals (RFP).
FINANCIAL IMPACT:	This study is currently unbudgeted in the FY25/26 budget.

BACKGROUND:

The City conducted its most recent water and wastewater rate review and update in 2023, culminating in the adoption of updated rates by the City Council on September 1, 2023. These rates are currently in effect through July 1, 2027. At the time of adoption, the rate structure was designed to support the City's ongoing operations, capital needs, and financial policies over a four-year period.

Although the current rate schedule extends through mid-2027, the City is proposing to initiate the next rate study one year earlier than originally planned, with the intention of establishing updated rates that would take effect on July 1, 2026. Advancing the study to commence in 2025 allows for sufficient time to evaluate and adjust rates in alignment with long-range financial planning and capital investment schedules. Recent updates to the City's five-year Capital Improvement Program (CIP), which identifies both funded and unfunded projects, have prompted staff to revisit the timeline for the next rate review. Both the water and wastewater enterprise funds are required to generate sufficient revenue to fully cover the costs of operations and maintenance, capital replacement, and debt service.

DISCUSSION:

The proposed advancement of the rate study to commence in 2025 is intended to proactively align revenue forecasts with the extensive capital improvement plan needs, ensuring that the City's water and wastewater enterprise funds maintain financial stability while delivering essential infrastructure investments. A key consideration is ensuring that sufficient cash flow and reserve levels are available to support timely delivery of capital projects, avoid deferred maintenance, and minimize reliance on short-term or external financing mechanisms.

Given the scale and timing of upcoming infrastructure investments, a 2025 rate study commencement will allow the City to assess whether the existing rate structure adequately supports future expenditures, and to make any necessary adjustments before the current rates expire. This approach supports prudent fiscal management and positions the City to maintain long-term financial sustainability for both enterprise funds. If the rate study is not initiated in 2025, the City may face limited flexibility in adjusting rates to meet capital and operating demands by July 2027, increasing the risk of cash flow shortfalls, deferred projects, or the need for interim financing, especially in the Wastewater Enterprise Fund.

ATTACHMENT 1

Staff has developed a draft Request for Proposals for consultant services to conduct the 2025 Water and Wastewater Rate Study. The scope of work includes evaluating the current rate structure, assessing revenue sufficiency in light of planned expenditures, and proposing updated rates to take effect on the current timeline of July 1, 2027. The RFP emphasizes compliance with financial policy goals, including reserve targets, debt coverage requirements, and fair and equitable rate design.

Staff is requesting feedback from the Water and Wastewater Advisory Committee on both the proposed timeline adjustment and the draft RFP. Should the committee support the advancement of the study to 2025, staff anticipates issuing the RFP in September 2025 to allow sufficient time for consultant selection, public engagement, and adoption of updated rates prior to their effective date.

ATTACHMENT 1

REQUEST FOR PROPOSALS:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Water and Wastewater Rate Study

DATE ISSUED: [Date]

DATE DUE: [Date] @ 4:00 PM

CONTACT: Mandy Kellogg, Administrative Services Director

mkellogg@cityofsthelena.gov

The City is only accepting proposals electronically via email to mkellogg@cityofsthelena.gov

Only emails sent to mkellogg@cityofsthelena.org will be considered as responsive to the request for proposals.

ATTACHMENT 1

Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

TABLE OF CONTENTS

I. INTRODUCTION

ATTACHMENT 1

Napa Valley was the traditional homeland of several thousand indigenous people preceding incorporation. St. Helena, in the heart of the Napa Valley, is a beautifully historical community located sixty-five miles north of San Francisco. The City hosts some of Napa Valley's oldest wineries, finest shops, and art galleries. St. Helena was incorporated as a City on March 24, 1876, and reincorporated on May 14, 1889. The City is a vibrant and wonderful place to visit, work, and live.

The City, from its inception, has served as a rural agricultural center. Over the years, with the growth and development of the wine industry, the City has become an important business and banking center for the wine industry. The City also receives many visitors as a result of the wine industry and the area's scenic qualities. The City's goal is to maintain a small-town atmosphere and to provide quality services to its citizens.

The estimated population of the City of St. Helena as of 2024 is 5,272 (*CA Department of Finance),* however the population increases daily because of visitation to the numerous hospitality and lodging establishments, and individuals travelling to St. Helena for their occupation.

St. Helena is a full-service city and encompasses an area of five square miles. The City's FY 2025/26 General Fund Budget is approximately $22.2 million, excluding transfers. The Water Enterprise fund is comprised of three revenue funds: Water Enterprise Utility fund, Water Capital Projects funds, and Water Impact Fees fund. The Water Enterprise Fund has an adopted budget of $8.8 million, excluding transfers. The Wastewater Enterprise Fund is comprised of three revenue funds: Wastewater Enterprise Utility fund, Wastewater Capital Projects funds, and Wastewater Impact Fees fund. The Wastewater Enterprise Fund has a FY 2024/25 adopted budget of $5.3 million, excluding transfers. The City also updated its five-year CIP budget, which identifies funded and unfunded capital projects for both utilities.

The City conducted a water and wastewater rate review in 2023 and the City Council adopted its current water and wastewater rates on September 1, 2023. Current rates for both water and wastewater are in effect through July 1, 2027, however the City has proposed conducting the rate study one year earlier in which the study would include new rates effective July 1, 2027.

Both enterprise funds must generate sufficient revenues to cover the costs of system operations and maintenance, replacement of capital improvements, and debt service allocated to the funds. Revenues from development impact fees are to be used for funding future capital improvement and growth-related projects. These revenues cannot be used to cover operating expenses. Both enterprise funds should operate with a balanced budget, maintaining adequate replacement funds, reasonable emergency funds for a major failure or project and maintain 6 – 8 months of annual operating expenditures in cash.

II. GENERAL INFORMATION

The City of St. Helena is requesting proposals from qualified firms for professional services to conduct a cost-of-service rate study for the City's water and wastewater utility and recommend changes to the rate structures and rate adjustments to fully cover the costs of operating, maintaining, and upgrading the water and wastewater systems.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal.

III. SCOPE OF WORK

The scope of services below includes the major tasks required to complete the study. Proposals should include any recommended additional tasks determined necessary to meet the objective defined above and the reason behind such an approach.

Task 1 – Conduct an in-person kick-off meeting with City staff to discuss project priorities, data needs and the project schedule. The consultant will also need to prepare a data requirements list that will be discussed during the meeting.

Task 2 – Develop a 10-year financial plan model for the potable water and wastewater services that determines the revenue requirements based on projected revenues, operating and maintenance expenditures including capital improvements, debt service coverage and reserve funding policies as well as any other policy consideration that the City determines are priorities.

Task 3 – Prepare a cost-of-service analysis and options that fairly and equitably allocates costs to customer classes while adequately funding revenue requirements including operations and maintenance, capital improvements, and debt service. The analysis must ensure that rates and charges are defensible and comply with the requirements of Proposition 218, Proposition 26, and other regulations.

Task 4 – Provide a comparative analysis that illustrates how the City of St. Helena's rate structure and costs compare to neighboring utilities. At a minimum, this list should include eight nearby cities of comparable size.

Task 5 – Recommend rate and fee structures/options for potable water, raw water, and sewer utilities that will fairly recover allocated costs and adequately fund reserves. Rate structure recommendations should consider the following: current and future operations and maintenance costs, projected demands, water supply, and capital improvement requirements. Recommended rate structures should include water conservation pricing and drought surcharges and methodology.

Task 6 – Review impacts of projected new development and redevelopment rates. As part of this review, the consultant should concentrate on capital costs associated with rehabilitation and replacement of existing utilities and not on the improvements required for the expansion of service as a result of new development.

Task 7 – Prepare draft and final reports that summarize the results and recommendations of the study and serve as a document of record in compliance with Proposition 218. Draft and final deliverables shall be made available in Word, Excel, and PDF file formats. Word and Excel formats should be editable by City staff.

Task 8 – Provide "sample bills" for all customer categories illustrating recommended rate increases, which will analyze impacts to the customers.

Task 9 – Conduct minimum of three (3) rate workshops with staff and City Council and three (3) to five (5) community outreach meetings.

Task 10 – In addition to meetings identified in Task 9, Consultant will develop the Proposition 218 notice of public hearing and conduct a minimum of two

(2) community meetings to inform the public of proposed rate structure prior to the Proposition 218 hearing.

Task 11 – The scope should include any additional meetings or webinars that the consultant deems necessary to ensure that the City is well informed as to the status of the project and to discuss major milestones of the project.

Timeline Requirements

Consultants shall initiate work by early September 2025 with a projected completion date of Spring 2026. This schedule enables the City to conduct a beneficial community engagement process as well as required public hearings for rate increases. If adopted, rate increases would go into effect in the billing cycle following the completion of the required noticing period.

Reporting and Communication

1. The consultant will meet continuously during the on-site field work process with the City Manager, Administrative Services Director, and Public Works Director/Assistant City Manager to discuss issues, concerns, preliminary findings, and recommendations.

2. The consultant will provide regular updates to the City regarding process on the analyses and recommendations and request any additional information or direct need to complete the project on time and within budget.

3. Prior to the issue of their final report, the consultant will meet with the City Manager, Administrative Services Director, and Public Works Director/Assistant City Manager, to review the draft report and recommendations to be presented to the City Council.

IV. SCHEDULE

Responses to the RFP must be submitted to the City of St. Helena as outlined in this section.

Responses are due no later than
FRIDAY, [Date], AT 4:00 PM
Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE	TIME
Release RFP	[Date], 2025	9:00AM
Question submittal deadline	[Date], 2025	4:00PM
Questions posted on City website (cityofsthelena.gov/rfps)	[Date], 2025	5:00PM
Proposal due date	[Date], 2025	4:00PM
Review and scoring of submittals	Week of [Date], 2025	9:00AM
Interviews w/finalists	[Date], 2025	TBD
Award of Agreement	[Date], 2025	6:00 PM

The schedule may be modified and/or extended if necessary.

V. PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT

If interested in this RFP, please notify Mandy Kellogg by email at mkellogg@cityofsthelena.gov so you may be added to the notification list for addendums. Failure to notify people could result in missing important and required information and could result in disqualification.

Format
All submittals must follow the format described in this section. Respondents are encouraged to submit clear and concise responses to the RFP. The City of St. Helena reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

All submittals must be received by 4:00 PM on [Date], 2025 @ 4:00 p.m. via e-mail as follows:

1. Submittals must be e-mailed to: mkellogg@cityofsthelena.gov
2. Subject line of e-mail must read: **RFP – Water and Wastewater Rate Study**
3. The submittals shall be in PDF format with search capability to endure readability and compatibility. All submitted material will be retained by the City of St. Helena and considered public information.

It is the sole responsibility of the Proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other location other than the address specified above. Faxed or emailed proposals will not be accepted.

Content
The content of your proposal should include the following in summary form:

Part 1: Cover Letter/Executive Summary
Part 2: Firm Qualifications and Experience
Part 3: Consultant Identification and Team
Part 4: Specific Rate Study Approach
Part 5: Total Cost and Hourly Rates
TOTAL: 100 points

PART 1 | COVER LETTER/EXECUTIVE SUMMARY
In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

ATTACHMENT 1

1. The names of the key members of the consultant team.
2. The mailing address, telephone number, and the name of the main point of contact for the consultant team.
3. A summary of the consultant's experience and qualifications and the significant advantages of selecting the consultant.
4. An acknowledgement of receiving any addendum(s) to the RFP document sent out by the City.

PART 2 | FIRM QUALIFICATIONS AND EXPERIENCE

The proposal should state the size of the Firm, the size of the Firm's staff, the location of the office from which the work on this engagement is to be performed.

For the Firm's office assigned responsibility for the rate study, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar in organizational type, size and complexity to the engagement described in this request for proposal. These engagements should show experience with local governments preparing a water and wastewater rate study. Indicate the scope of work, date engagement partners, total hours, and the name and telephone number of the principal client contact and, if available, a link to the final published report.

PART 3 | CONSULTANT IDENTIFICATION AND TEAM

The Firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the rate study. The Firm should also provide information on direct rate study experience, including the scope of services requested by the City, of each person, and information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this study.

The Firm should provide as much information as possible, including resumes regarding the number, qualifications, experience, and training of the specific staff to be assigned to this agreement. The Firm should also indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the Firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of St. Helena. However, in either case, the City of St. Helena reserves the right to approve or reject replacements. This shall also apply to consultants and firm specialists mentioned in response to this request for proposal.

Other personnel may be changed at the discretion of the Firm provided that replacements have substantially the same or better qualifications or experience,
and there is continuity of key staff to ensure an efficient rate study process.

PART 4 | SPECIFIC RATE STUDY APPROACH

The proposal should set forth a work plan, including an explanation of the rate study methodology to be followed, to perform the services required in Section III of this request for proposal.

PART 5 | TOTAL COST AND HOURLY RATES

The proposal should contain all pricing information relating to performing the rate study as described in this request for proposal. The total all-inclusive maximum cost to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

The proposal should include a schedule of professional fees and expenses, as presented in the format shown in Exhibit A, which includes the proposed total all-inclusive maximum cost.

VI. EVALUATION PROCESS

The proposals for the City's rate study will be reviewed by a committee selected by the City Manager and Administrative Services Director. Proposers may be required to make oral presentations as a supplement to their proposals. These presentations would only be held subsequent to the receipt of the proposals and will be part of the evaluation/interview process to determine qualifications of the firm. The City will schedule a time and location for each oral presentation that it requests. Should a proposer refuse to honor the request for a presentation or interview, it may result in the City's rejection of the proposal.

Evaluation considerations may include, by way of illustration and not by limitation, the following:

a. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and demonstrating the intention and ability to perform the work.

b. Consultant's experience in conducting rate studies for cities of a similar nature, size, and complexity, and the consultant's commitment to maintaining technical expertise in the municipal financial environment.

c. Technical experience and professional qualifications of the team. The number of key and supervisory personnel who will directly participate in the rate study.

d. Size and structure of the Firm's office from which the work is to be done and continuity in staff. The City is looking for a highly qualified team that is able to meet the due dates specified in this document.

e. Cost. Although a significant factor, cost will not be the primary factor in the selection of a firm.

VII. SPECIAL TERMS AND CONDITIONS

1. EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds that the proponent was not fully informed as to any fact or condition.

2. ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided to each firm that requested to be added to the notification list and said addenda will be uploaded to the City website. The City of St.

Helena is not bound by any oral representations, clarifications, or changes made in the RFP by the City or its agents, unless such clarifications or change is provided in written addendum from the City of St. Helena.

3. **DESIGNATED CONTACT**
For the purposes of this RFP, the Administrative Services Director is designated as the contact person. Any questions concerning the scope of work and the selection process shall be directed to Mandy Kellogg, at mkellogg@cityofsthelena.gov. All questions and responses concerning this RFP will only be accepted in writing, via email. All questions must be received by [Date], 2025, by 4:00PM.

Responses to questions will be posted on the City's website, cityofsthelena.gov/rfps, and will become part of the RFP. It is the consultant's responsibility to check the website for updates.

4. **PUBLIC RECORDS**
All responses to the RFP shall become the property of the City and a matter of public record. Responders must identify all copyrighted material, trade secrets or other proprietary information that the responder claims are exempt from disclosure by the California Public Records Act. In the event a responder claims such exemption, the responder must state in the response that: "The responder will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request thereof." Failure to include such a statement shall constitute a waiver of the responder's right to exemption from disclosure and authority for the City to provide a copy of the proposal or any part thereof to the requestor.

5. **PROPOSAL COSTS**
All costs associated with the preparation of RFP submittals shall be borne by the respondent. This RFP does not constitute any form of offer to contract.

6. **RESERVATION OF RIGHTS**
The City reserves the right, for any reason, to accept or reject any one or more proposals; to negotiate the terms and specifications of the proposal; to modify any part of the RFP; or issue a new RFP.

7. **PRODUCT OWNERSHIP**
Any documents resulting from the contract will be the property of the City. The proposer selected shall not publish or release any of the results of its examinations without the express written permission of the City of St. Helena Administrative Services Director.

8. **ACCEPTANCE OF PROPOSAL CONTENTS**
After a Firm is selected by the City, the contents of the submitted proposal shall become part of the resulting Professional Services Agreement. The successful bidder proposer will be required to execute a standard Professional Services Agreement with the City, an example of which is attached as Appendix B. Failure of the Firm to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to reject those parts of the proposal that do not meet with the approval of the City. If proposer has any objection to or desired change regarding the form of Agreement ("Requested Change"), proposer shall (1) identify each Requested Change, (2) provide a reasonably detailed explanation for the Requested Change, and (3) provide the proposed change the proposer wishes to see made by identifying the specific language proposed to be deleted and the specific language proposed to be added, if any. A proposer's failure to include a Requested Change with its proposal in the manner set forth above shall be deemed a

waiver of its right to require the same in connection with the execution of the Professional Services Agreement, and the City will not entertain objections or proposed changes to the language of its standard Professional Services Agreement.

9. PROFESSIONAL SERVICES AGREEMENT
All Proposers must identify in their proposal any terms and conditions of the sample Professional Service Agreement (Exhibit B) that they wish to negotiate. Insurance is required as outlined in Section 7 of the sample agreement.

10. COMPENSATION
The City will pay the consultant for the services described in Section III (Scope of Work) that do not exceed the amount contained within the Professional Services Agreement executed between the City and the Firm. For additional services required after the inception of the Agreement, written approval by the City shall be required in advance of such services being rendered. The fee for such services shall be paid based on the consultant's quoted hourly rates.

Invoices received from the Firm will be approved by the Administrative Services Director and processed within thirty (30) days of receipt.

11. CAUSES FOR DISQUALIFICATION
Any of the following may be considered cause to disqualify a proponent without further consideration:

- Evidence of collusion among proponents;
- Any attempt to improperly influence any member of the evaluation panel;
- A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

APPENDIX A

Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Cost

Description	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner		$	$	$
Manager		$	$	$
Supervisory Staff		$	$	$
Other (Specify)		$	$	$

ATTACHMENT 1

Sub-Total				$
Out-of-Pocket Expenses				$
All-Inclusive Maximum Total Cost				$

Agenda Report to the Water and Wastewater Advisory Committee

DATE:	August 28, 2025
SUBJECT:	Discussion and Consideration of Either Supporting Staff Seeking Council Authorization for Owner's Representative Services for Delivery of Several Capital Improvement Program (CIP) Projects or Reprioritize Various Projects and Discuss Options for Delivery.
RECOMMENDED ACTION:	It is recommended that the committee support staff seeking Council authorization for Owner's Representative services.
STATEMENT OF THE PURPOSE:	To provide the committee with options for advancing key CIP projects through the engagement of an Owner's Representative, or alternatively, to reprioritize projects and determine options for delivery.
FINANCIAL IMPACT:	The total not-to-exceed amount for engaging Haley & Aldrich, Inc for owner's representation services is spread among various CIP projects totaling $235,000. Proposed funding sources related to the respective projects include Water Bonds ($185,000) and GO Bonds ($50,000).

BACKGROUND:

The City is currently managing a significant number of CIP projects within the Water and Wastewater Divisions. These include high-priority projects such as pipeline replacements, pump station upgrades, tank rehabilitation, Supervisory Control and Data Acquisition ("SCADA") improvements, and annual sewer line replacement efforts. Due to the volume and complexity of these projects, existing City staffing levels are insufficient to provide the necessary project management, oversight, and coordination required throughout the design, bidding, and contract award phases.

To address this staffing limitation, Haley & Aldrich, Inc. has submitted a high-level proposal to serve as the City's Owner's Representative on a time and materials, not-to-exceed basis. Their scope would include facilitating the selection of engineering design firms, managing design processes, overseeing bidding and contract award activities, and ensuring compliance with City standards and schedules for the following projects:

W-101: Tank #2 Rehabilitation
W18-113: Water System SCADA Improvements
W24-02: Napa lntertie Pump Station (Rutherford) Replacement
W25-01: Napa Intertie Pipeline Replacement
W25-02: Water Treatment Plant Transmission Main Replacement
S18-70: Replace 1 % of Sewer Mains Annually
S24-02: High Priority Pipeline (sewer) Replacement

DISCUSSION:

The proposal from Haley & Aldrich presents a strategic solution to current staffing challenges. The firm would augment City resources by taking on essential responsibilities to keep these projects on track, including coordination with stakeholders, regulatory bodies,

ATTACHMENT 2

and design consultants. Their involvement would promote schedule adherence, cost control, and alignment with City objectives throughout the pre-construction phases.

If the Committee does not recommend approval of the Owner's Representative engagement, the City will need to defer some of the listed capital projects due to insufficient staff capacity. Delaying these critical infrastructure improvements may lead to higher costs, scheduling disruptions, and deferred maintenance of vital facilities.

Staff recommend the Committee support the proposed engagement of Haley & Aldrich, Inc. for owner's representation services to ensure the continued progress of these vital CIP projects.

ATTACHMENT 2

HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

August 20, 2025

Mr. Joseph Leach, PE, Assistant City Manager/Director
City of St. Helena
Public Works Department
1088 College Avenue
St. Helena, CA 94574

Subject: **High level proposal for professional engineering services to be performed on a time and materials, not-to-exceed, basis to provide owner's representation services during selection of design firms, design process, bidding, and contract award for multiple projects as listed below:**

Dear Joe,

Haley & Aldrich, Inc. (Haley & Aldrich) submits this preliminary and high level proposal to provide professional engineering services on a time and materials, not-to-exceed, basis as the City's owner's representative to provide project ownership and management of the following projects:

- CIP Project No. W25-01, Napa Intertie Pipeline Replacement;
- CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement;
- CIP Project No. W24-02, Rutherford Pump Station;
- CIP Project No. W101, Tank #2 Rehabilitation.
- CIP Project No. W18-113, SCADA;
- CIP Project No. S18-70, (1%) Annual Sewer Line Replacement; and,
- CIP Project No. S24-02 High Priority Sewer Line Replacement.

General Scope- As the Owners' Representative during the design and project approvals phase, we will serve as the city's liaison between project stakeholders and all design, engineering, and regulatory teams. Our responsibilities will include facilitating the selection of a qualified engineering design firm, who will be providing professional engineering services and preparing design, bid, and construction documents. Haley & Aldrich will oversee the entire design process, construction bidding and contract award augmenting city staff. Additionally, Haley & Aldrich will coordinate project communications and ensure the city's vision, budget, and schedule are upheld throughout the project. We will review and comment on all design submittals, verify compliance with city requirements, and advocate for best practices in sustainability, constructability, and value engineering. We will facilitate timely decision-making, track issues and resolutions, and support public agency approvals. Additionally, we will represent ownership in meetings with municipal, county, and state authorities, proactively flagging risks and monitoring progress against milestone dates. Our engagement will ensure stakeholder alignment, transparent reporting, and elevated project outcomes.

CIP Project No. W25-01, Napa Intertie Pipeline Replacement - $2,286,000. Construction Cost

ATTACHMENT 2

Time & Material with Not to Exceed budget of $ 31,000.

CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement - $3,181,000. Construction Cost

Time & Material with Not to Exceed budget of $96,000.

CIP Project No. W24-02, Rutterford Pump Station - $100,000 Engineering, Construction cost TBD

Time & Material with Not to Exceed budget of $10,000.

CIP Project No. W101, Tank #2 Rehabilitation - $940,000. Construction Cost

Time & Material with Not to Exceed budget of $18,000.

CIP Project No. W18-113, SCADA - $300,000. Construction

Time & Material with Not to Exceed budget of $30,000.

CIP Project No. S18-70, (1%) Annual Sewer Line Replacement - $520,000. Per year Construction

Time & Material with Not to Exceed budget of $25,000.

CIP Project No. S24-02 High Priority Sewer Line Replacement - $225,000. Per year Construction

Time & Material with Not to Exceed budget of $25,000.

Based on our conversation with Joe on Monday, August 18th, we trust that this high level proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

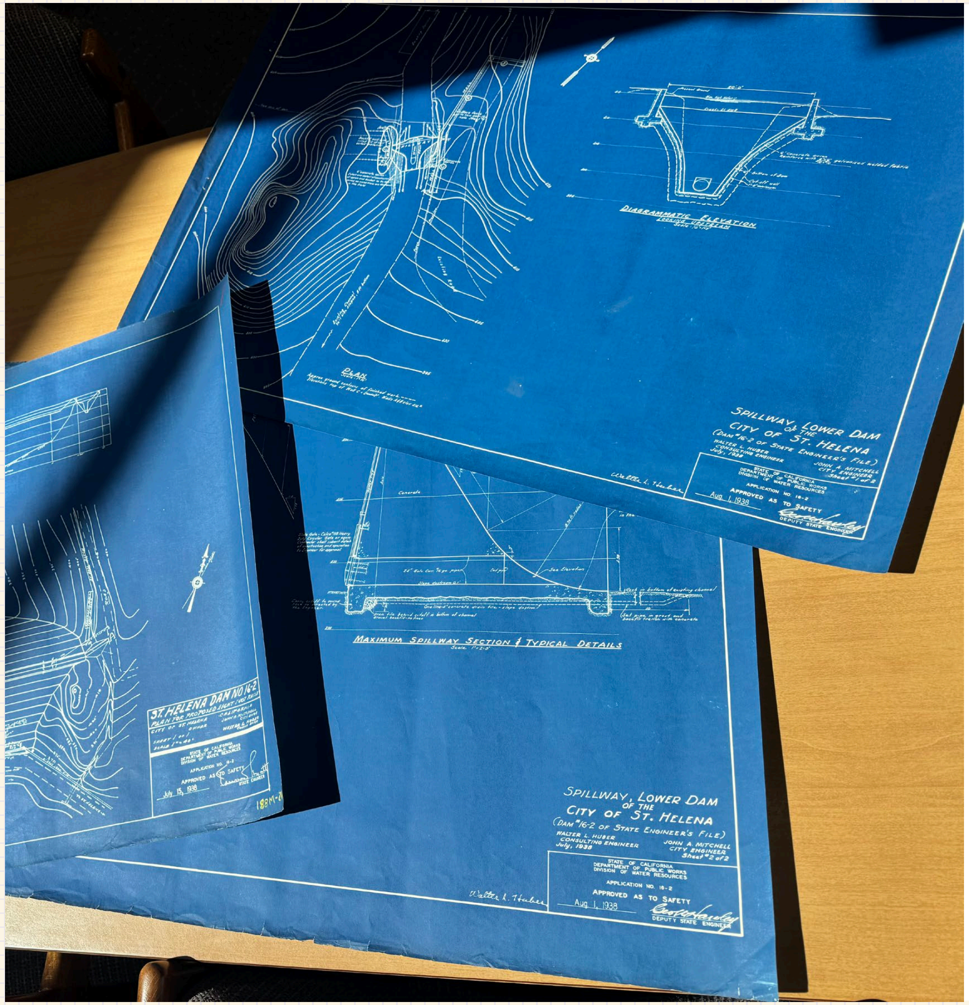
Thank you,

Scott Alman

Scott Alman, P.E.
Principal Engineer

www.haleyaldrich.com

ATTACHMENT 2



Water & Wastewater Enterprise Update

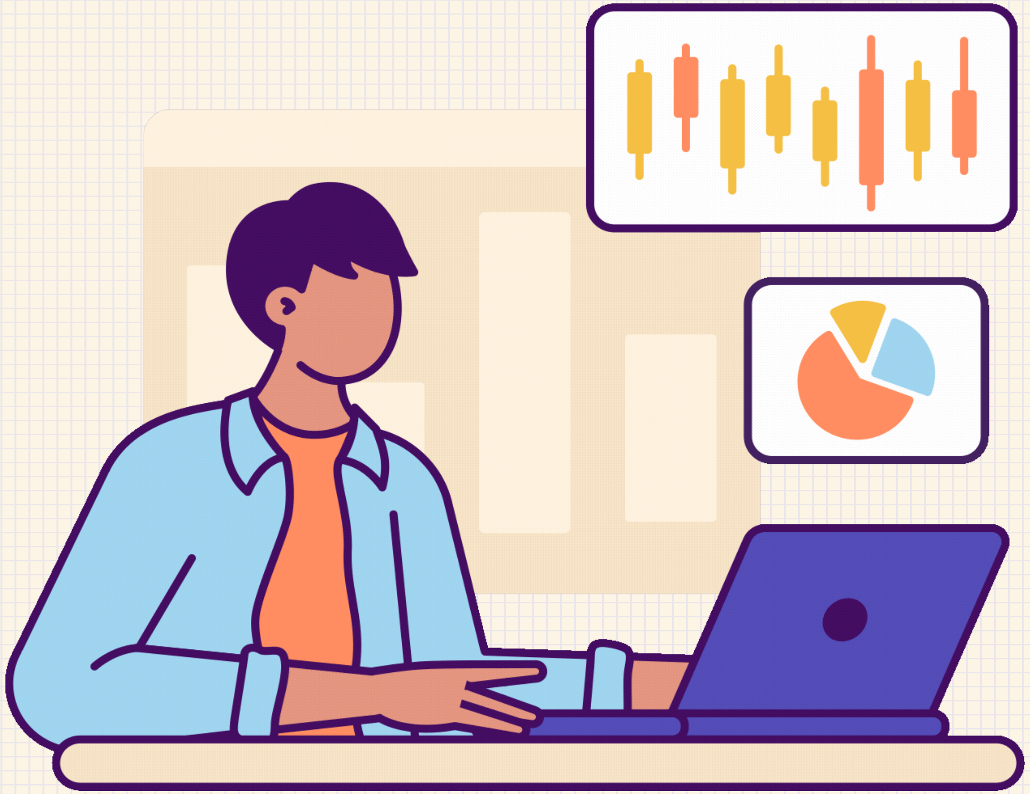
City Council Agenda Item 13.1

SEPTEMBER 9, 2025

JOSEPH LEACH, P.E.

Direction On:

- Advancing User Rate Study
- Reviewing Key CIP Projects
- Retaining Owner's Representative Services



Rate Study Update

- Last Updated: 2023
  (5-year cycle through FY2027)
- Projected Revenue Shortfalls:
  $1.5 FY24, $0.9m FY25 (preliminary)
- CIP needs have expanded beyond 2023 assumptions
- Proposal: To advance new Rate Study to FY25/26 for implementation July 2026

CIP PRIORITIES

Goal: Connect projects to problems residents experience today

- **Factors driving timing:**
  - Regulatory requirements
  - Infrastructure condition assessments
  - Funding & Bond deadlines
  - Operational reliability & water security


5-YEAR CAPITAL IMPROVEMENT PLAN

CITY OF ST. HELENA, CA

FY 2025-26 TO FY 2029-30

HIGH PRIORITY PROJECTS

PROJECT	RATIONALE	PROJECT BUDGET	TARGET TIMELINE	FUNDING SOURCE
W-101 Tank #2 Rehabilitation	Needed for water storage reliability; Construction Dec 2025	$1,045,809	Construction Scheduled for FY26 Q2-Q3	• 763-Water Capital Bond
W-109 Bell Canyon Intake Tower Replacement	Required by Division of Safety of Dams (DSOD); critical to water supply reliability	$6,535,431	Design completion anticipated in FY26 Q2; Construction commence FY27Q2	• 561-Water Rate Revenues • 763-Water Capital Bond
W18-113 SCADA Improvements	Improves water system monitoring/control; supports efficiency and response	$937,671	Final systemwide SCADA integration expected to be completed by FY26 Q3/Q4	• 763-Water Capital Bond
S24-02 High Priority Sewer Line Replacement	Targets known high-risk pipelines, avoids costly emergency repairs	$1,278,000	$120k construction commence FY26Q2; Review CCTV Rating Work by FY26 Q1 to develop projects	• 421-GO Bonds • 571-Wastewater Rate Revenues

MEDIUM PRIORITY PROJECTS

PROJECT	RATIONALE	PROJECT BUDGET	TARGET TIMELINE	FUNDING SOURCE
W24-02 Napa Intertie Pump Station Replacement	Ensures water supply redundancy; condition-driven	$13,120,000	Design completion anticipated in FY26Q4	• 763-Water Capital Bond • 763-Water Capital Grant/ • Interagency Fund • 999-Unidentified
S18-70 Replace 1% of Sewer Mains Annually	Reduces sewer failures, aligns with Council's infrastructure goals	$1,462,527	$820k construction commence FY26Q2	• 421-GO Bonds • 571-Wastewater Rate Revenues • 742-Storm Drain Impact Fees
S18-71 Crinella Pump Station Upgrades	Near completion; improves wastewater pumping reliability	$1,566,056	Anticipate Construction Completion FY26Q2	• 421-GO Bonds

LOW PRIORITY PROJECTS

PROJECT	RATIONALE	PROJECT BUDGET	TARGET TIMELINE	FUNDING SOURCE
W25-01 Napa Intertie Pipeline Replacement	Coordinated with Vine Trail	$6,538,469	90% design nearing. Construction Anticipated to begin in FY26Q3	• 763-Water Capital Bond
W25-02 Water Treatment Plant Transmission Main Replacement	Major transmission upgrade	$9,100,084	RFP out late 2025, construction 2026+	• 763-Water Capital Bond
S-52 WWTP Phase 1 Upgrades	Ensuring regulatory compliance, environmental protection, and long-term reliability	$20,028,617	In testing/ demonstration phase; acceptance by end of 2025	• 421-GO Bonds • 571-Wastewater Rate Revenues • 773-Wastewater Capital Debt • 773-Wastewater Impact Fees

STAFFING & DELIVERY CHALLENGES

- Departure of Deputy City Manager/Public Works Ops leaves capacity gap

- Public Works staff managing too many projects at once

- Projects require engineering & contract administration expertise

OWNER'S REPRESENTATIVE PROPOSAL

- **Haley & Aldrich to provide oversight on key projects**
- **Projects are:**
- W-101 – Tank #2 Rehabilitation
- W18-113 – Water System SCADA Improvements
- W24-02 – Napa Intertie Pump Station (Rutherford) Replacement
- W25-01 – Napa Intertie Pipeline Replacement
- W25-02 – Water Treatment Plant Transmission Main Replacement
- S18-70 – Replace 1% of Sewer Mains Annually
- S24-02 – High Priority Sewer Line Replacement
- **Budget: $235K**
  (Funding Sources): Water Bonds $185k, GO Bonds $50k)
- **Without Owner's Representation Services Projects will be delayed/deferred**

COUNCIL DIRECTION REQUESTED

- Advance 2025/26 Rate Study Update?
  OR
  Keep original dates for 2026/27?

- Review/Prioritize CIP Projects for Delivery Disposition

- Approve Owner's Representative Services?
  OR
  Reprioritize/Defer Projects?