



City of St. Helena
Regular City Council Meeting
Tuesday, September 23, 2025 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes.

The 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 Regular Meeting Minutes of September 9, 2025 and the Special City Council Study Session

9 - 15

meeting of September 16, 2025.

[Regular City Council - 09 Sep 2025 - Minutes](#)

[Special City Council - 16 Sep 2025 - Study Session - 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.Michelle Liu Covell \(1\)](#)

17 - 52

[Public Comment.Michelle Liu Covell \(2\)](#)

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

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

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

9. STAFF BRIEFING

10. CONSENT ITEMS

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

Estimated start time: 6:25 p.m.

10.1. August 2025 Review and Forecasting of City Water Supply Availability.

53 - 58

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

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

10.2. Consideration and proposed adoption of a Resolution (1) Authorizing the City Manager to execute a Construction Contract with ERS Industrial Services, Inc. in an amount not-to-exceed \$165,730 (2) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% (\$24,860) for a total contractor budget of \$190,590; and (3) Declaring of Sole Source to ERS Industrial Services, Inc. for

59 - 98

Filter Media Replacement at Stonebridge Wells.

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - Stonebridge Well Media Filter Replacement - Pdf](#)

- 10.3. Consideration and Approval of Payment for Sludge Hauling Services provided by Upper Valley Disposal in FY2024-25 in the Amount of \$37,549.26. 99 - 125

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - Payment Authorization for Sludge Hauling Invoices FY25 - Pdf](#)

- 10.4. Consideration and proposed approval of a resolution approving the Final Map for 1446 Sulphur Springs Avenue and authorizing the City Clerk to record the Final Map. 127 - 132

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director, Rebecca White, Administrative Assistant

Recommendation:

Approve the attached resolution.

[Staff Report - Authorizing the Acceptance and Recordation of the Final Parcel Map for 1446 Sulphur Springs Ave. - Pdf](#)

- 10.5. Adopt a Resolution authorizing the approval of a Professional Services Agreement with Arise Solutions LLC for Planning Services in a not to exceed contract amount of \$25,000. 133 - 153

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Staff recommends City Council approve the attached resolution.

[Staff Report - Professional Services Agreement with Arise Solutions LLC for Planning Services - Pdf](#)

11. PUBLIC HEARINGS

Estimated start time: 6:35 p.m.

- 11.1. Closeout of State Community Development Block Grant (CDBG) agreements. 155 - 165

CEQA Determination: Not a CEQA project

Prepared By: Martin Beltran, Finance Manager

Recommendation:

Receive a report summarizing the accomplishments performed under the State Community Development Block Grant Agreements 20-CDBG-CV1-00103, 20-CDBG-CV2-3-00294, and 21-CDBG-ED-10004; conduct a public hearing to solicit public input regarding expenditures and accomplishments of the funding received under these contracts; and direct staff to proceed with submitting required documents for closeout.

[Staff Report - CDBG Grant Closeout | CV1, CV2&3, and 2019-20 NOFA - Pdf Presentation](#)

- 11.2. Introduction and waive the first reading of an Ordinance approving Zoning Ordinance Amendment (ZOA 25-003) to amend Chapters 17.24.050 B(1) and 17.32, Definition of Terms, Visibility Triangle of Title 17 of the St. Helena Municipal Code regarding vision triangle standards. 167 - 191

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

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

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

1. Find that the proposed changes to Chapter 17.30 of the Zoning Code are exempt from CEQA Guideline 15061 (b)(3); and
2. Approve and adopt Zoning Ordinance Amendment (ZOA 25-003) to amend Chapters 17.24,050 B (1) and 17.32, Definition of Terms, Visibility Triangles of Title 17 of the St. Helena Municipal Code regarding vision triangle standards.

[Staff Report - Visibility Triangle - Zoning Ordinance Amendment \(ZOA 25-003\) - Pdf Presentation](#)

12. OLD BUSINESS

None.

13. NEW BUSINESS

Estimated start time: 7:00 p.m.

- 13.1. Regional Climate Action and Adaptation Plan (RCAAP) Update and Discussion 193 - 270

CEQA Determination: Exempt

Prepared By: Andrew Bradley, Program Manager

Recommendation:

Receive a presentation on the City of St. Helena’s progress on the administrative draft of the Regional Climate Action and Adaptation Plan and an update on the Countywide Climate Action Committee activities.

Provide input to staff and city representative on potential actions and next steps.

[Staff Report - Regional Climate Action and Adaptation Plan \(RCAAP\)](#)

[Update and Discussion - Pdf](#)

[Presentation](#)

[Public Comment.Christopher Warner \(1\)](#)

[Public Comment.Christopher Warner \(2\)](#)

[Public Comment.Christopher Warner \(3\)](#)

[Public Comment.Jeff Farmer](#)

[Public Comment.Richard Seiferheld](#)

[Public Comment.Chistina Benz](#)

[Public Comment.Christopher Warner \(4\)](#)

- 13.2. Receive Report from Staff and Consultant on Housing Element Site 10 (1933 Spring Street) Alternatives Analysis 271 - 346

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Receive report from staff and consultant.

[Staff Report - Housing Element Site 10 Alternatives Final Report](#)

[Discussion - Pdf](#)

[Presentation](#)

[Public Comment.Amy Particelli](#)

[Public Comment.Christy Palmisano](#)

[Public Comment.Pierre Birebent](#)

[Public Comment.Maxine Angell](#)

[Public Comment.Brittany Anderson](#)

[Public Comment.Erin and Peter Przybylinski](#)

[Public Comment.Stefano Particelli](#)

[Public Comment.Jessica Hague](#)

[Public Comment.Patti Antonaccio](#)

[Public Comment.Tina and Tom DeGeorgio](#)

[Public Comment.Laura Keir](#)

[Public Comment.Pat Kenealy](#)

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 October 14, 2025 at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on September 19, 2025.

Erika Opp, Administrative Analyst

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

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, September 9, 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 6:02 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 10.5 would be pulled from the agenda to be heard at a date uncertain.

- 4.1 Council Member Aaron Barak moved to approve the amended agenda. 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

5. APPROVAL OF MINUTES

- 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.

Council Member Aaron Barak moved to approve the minutes of the Special

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Joint Session City Council and Planning Commission meeting on August 19, 2025, Special Meeting Minutes of August 26, 2025 and Regular Meeting Minutes of August 26, 2025. 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

6. PUBLIC FORUM:

William Wagner, Tom Belt and Tamara Sorenson addressed the City Council.

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

Acting City Manager Joe Leach made announcements and reported on the Oak Avenue charging station parking lot.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1 Proclamation for Suicide Awareness Month

Mayor Dohring presented the proclamation to Jeni Olsen.

8.2 Proclamation for National Hispanic Heritage Month

Mayor Dohring presented the proclamation to Oscar De Haro.

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 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.

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

- 10.2 This item was pulled.

~~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.~~

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

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

- 10.4 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.

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

- 10.5 This item was pulled from the agenda and will be heard at a date uncertain.

~~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.~~

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,~~

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- ~~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.~~

Council Member Aaron Barak moved to approve items 10.1, 10.3 and 10.4 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

- 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.

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Staff recommends City Council adopt the attached Resolution.

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

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

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

NOES: None

ABSENT: Council Member Billy Summers

ABSTAIN: None

RECUSE: None

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11. PUBLIC HEARINGS

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

- 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

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.

Acting City Manager, Joe Leach presented on the item.

Mayor Dohring opened public comment; public comment was made by Garry Rose and Tom Belt.

Discussion was turned over to the Council where questions and comments were made. It was the consensus of the Council to delay the pursuit of a water and wastewater user rate study before the standard 5-year cycle is complete and to pursue retaining an "owners representative" to help manager several CIP projects.

14. CITY COUNCIL REPORTS:

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

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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

Mayor Dohring provided brief update on Napa Valley Transportation Authority (NVTa), Napa County Flood Control and Water Conservation District and Napa County Local Agency Formation Commission (LAFCO).

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 7:49 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, September 16, 2025 @ 6:30 PM
Fire Station Training Room - Enter from Railroad
Avenue
465 Main Street, St. Helena

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 6:33 p.m.

2. ROLL CALL

3. ADOPTION OF THE AGENDA

4. PUBLIC COMMENT:

5. NEW BUSINESS:

5.1 Fiscal Stability, Sale of City Properties and Revitalization

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Receive staff report and provide direction to staff on next steps relative to the sale of city properties to generate revenue and build housing.

Director of Community Development, Maya DeRosa and resident Oliver Caldwell made presentations on the item.

Public comments were received.

6. ADJOURNMENT

Mayor Dohring adjourned the meeting at 8:17 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

9.17.2025

Dear City Council and members of the community,

I've written a personal statement and included sketches of ideas for your consideration. I share this with deep passion for helping our community through a very trying time. My comments are sincere, and perhaps something here resonates with you—maybe even something you can't say out loud. I respect everyone serving the community and giving their time and energy to lifting St. Helena up. My heart is breaking for this town.

Sincerely,
Michelle Liu Covell

What are the problems we are trying to solve?

Is it just revenue?

That was the direction from the City Manager—it's a revenue problem.

The title "Special City Council – Study Session" implied this meeting would be different from the usual formal sessions.

The city website and flyer promised:

City Council Study Session | Sale of City Properties

You're invited to a City Council Study Session focused on **key strategies** to strengthen St. Helena's fiscal stability **while enhancing our community's quality of life**. Learn more about: **potential housing opportunities**, sale of city-owned properties, and the revenue potential of key sites. This is an **opportunity to understand the issues**, explore policy alternatives, and share your thoughts with City leadership.

But the "key strategies" discussed were only about selling properties—mostly to a hotel developer at high rates to avoid competing with existing hotels, without knowing the facts about the current real status of the financial situation of the town. (This is in no offense to Mr. Caldwell's ideas. I value that people are bringing ideas for conversation. And it is important that we do invite people's ideas.)

There was no presentation on how this would enhance quality of life.

There was no discussion of housing. When Spring Street was raised, it was dismissed as "not on the agenda."

Opportunity to Understand the Issues

Instead of clarity, we heard two conflicting narratives:

- 1- Staff's report: financial crisis, urgent need to sell city land.
- 2- Financial Committee: not a crisis, deficit overstated; yes, we need revenue and cost-cutting, but selling land should be a last resort. If we hadn't lost \$2M in interest income, the situation would be less dire. We need to open our eyes.

Study Session Expectations vs. Reality

"Study session" implied open dialogue—more than the 4-minute cap of a standard meeting. Instead, it was just another council meeting in a different room.

No public announcements invited presentations or extended input. This should be more clear in the future.

Staff's presentation covered sites, DPS, and Lyman Park history, but not the real budget deficit or revenue needs, and included a 10 year old 80 page report, without a summary of it's importance.

What I expected from Staff

I expected a session framed like this:

"Today we are here to openly discuss the struggles our town is facing, and to lean on our community's knowledge and expertise to guide St. Helena's future.

Why do we need to sell properties? Here are the problems (list). Here are the internal solutions we've studied (list), their effectiveness, and their limits.

These are our current revenue streams (\$X). Here are potential new ones (\$X). **Selling community land is our last resort.**

We rent City Hall and the police station, as well as Vintage Hall for meetings. We lack a civic center or plaza. The Finance Committee has reviewed the budget and we are working together to define the real deficit versus the wish list. Here is the transparent data for public review. Also, among the budget issues, here are other issues we are currently facing, water, housing, workforce housing, empty stores, empty second homes, closing businesses, expensive utilities, on and on. Please give us your input, so we can see the whole picture, and work together as some problems are often linked, and cannot be solved in a vacuum. And some solutions may have direct impact on one problem, and indirect impact on others. The great part of our town is the sense of community, and the strength in working together, and we value your thoughts, expertise, and knowledge of the history that many of you have from living here for so long. We can learn from our mistakes, in order to not repeat them, and it will give us a solid foundation to lift St. Helena. Thank you for being here, here's the mic, let's get into it for this study session."

That is what a true study session should be.

Narrow Framing of Solutions

The City has already designated Railroad and Main Street as surplus land. But what does "surplus" really mean? That should have been explained before proposing sales.

Meanwhile:

Hotels are already in the pipeline (Farmstead is moving forward, another on Adams Street at the Bank of America are under review). These will/could add TOT revenue soon.

TOT only matters if rooms fill. Studies and resident feedback suggest vacancies are already an issue.

Calistoga and Yountville earn more TOT, but why? Perhaps they offer more nightlife and family-friendly gathering spaces—not just hotels. When I plan a trip, I look at the amenities, can I walk and enjoy the night life? Most of the day, I'm exploring the overall place, but when I get back to the hotel, it's nice to walk into town and be able to eat, and hang out late into the night.

St. Helena is different. Our draw is community, schools, small-town charm, and agricultural roots. Chasing hotel revenue **alone** risks eroding what makes us unique. I'm not saying no hotels. But just not as the solution to all of the problems.

Quality of Life & Community Gaps

We don't have a true "night scene" or family-friendly gathering spots. At most, we have Gott's picnic area, Merryvale's music night, and Anna's.

Yet this town has incredible assets:

Excellent schools ("like private school")

Beloved events (Harvest Festival, 4th of July, Pet Pawrade, Italian Festival, Lyman Park concerts)

Natural beauty, historic homes, walkable neighborhoods

At the same time, we face:

- High cost of living (utilities, food, housing, gas)
- Workforce displacement (employees can't live here)
- Residents leaving for affordability
- Empty homes in pockets of town
- Businesses shutting down (Sunshine should be a wake-up call)

The problem isn't singular, and the solution isn't just binary.

Risks of Narrow Thinking

Selling land and relying on hotels is like a financial advisor saying: "Put all your retirement into one stock—it's the silver bullet!" That's reckless.

At the study session, someone pointed out no one younger than 45 was present (besides me). Working families simply couldn't attend. Many of us work all day, and then need to get food on the table, and night time routines, 6:30 to 8 is not a great time for many young families.

But we all share one clear common goal: make sure the next generation isn't left with a mess.

Damned if We Do, Damned if We Don't

We will be damned if we do:

- Make decisions without facts
- Act rashly out of fear
- Rely on "quick fixes"
- Put all our eggs in one basket

We will be damned if we don't:

- Ask tough questions
- Listen to those with real data, not personal gain
- Understand all problems, not just one in isolation
- Diversify revenue
- Consider why businesses close, or why people move away
- Do our homework and demand transparency
- Work together

A Balanced Path Forward

I am not against hotels or growth. And I know we definitely need change. But there is no one-size-fits-all solution. We are at a pivotal moment, and cynicism is rising because residents feel unheard.

We need to:

- Diversify revenue sources (events, rentals, community spaces)
- Reassess expenses and efficiencies
- Invest in civic assets (plaza, town square, community center)
- Explore workforce housing
- Rebuild trust through transparent, data-driven processes

My Contribution

I offer sketches of how Adams Street and the former City Hall could serve as civic and community hubs—plazas, amphitheaters, gardens, markets, playgrounds, cafés, event spaces. These could both generate revenue and strengthen quality of life.

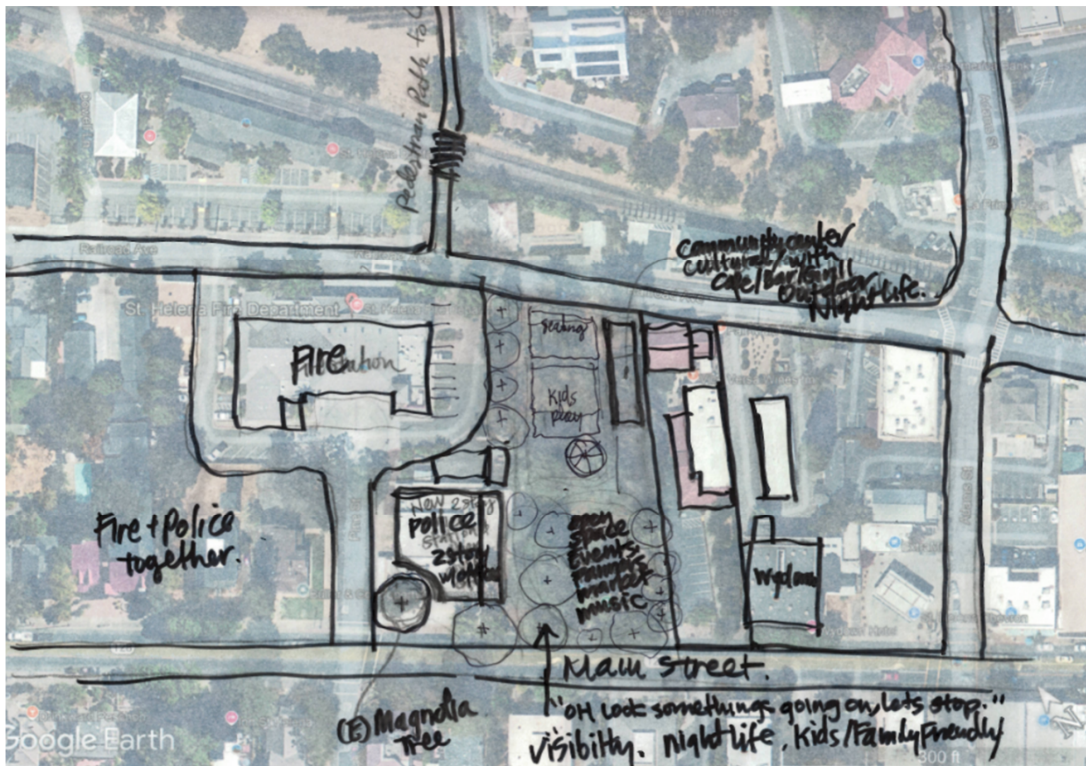
If, after full and transparent analysis, both staff and the Finance Committee agree we are in desperate financial straits, then we can discuss selling properties. But until then, **land sales should not be treated as the first or only option.**

I've spent significant time reviewing reports, talking with residents, and preparing ideas. They are not polished drawings, but they are sincere, community-focused concepts meant to spark discussion. And perhaps they show what we can potentially lose.

Here is that Adams Street parcel – city hall, plaza, town square, amphitheater, rest station for trail and vine trail bikers, community garden, kids park, potential sculpture garden, community center, dog park, farmers markets, café/bar/grille, night life, concerts, town hall events. All nestled to look over Mt St Helena as a community. Maybe we can rent the space for weddings and other events and make some revenue for the town. Create more social scene and reason for tourists to stay in the hotels over other hotels in other towns. Bring people out of their houses and gather and share, and feel that sense of community.



Here is the former City Hall parcel – tear down and rebuild a police station and perhaps a community center there overlooking the park. Save the magnolia tree, and honor its history with marking the entrance of the building. Create a building in the back for potential café/bar/grille, for bringing night life to the park, with good lighting, outdoor seating, kid friendly play structures more centered and away from streets. Keep the Lyman park event green space the way it is for continuing the music in the park, keeping it flexible space, perhaps for festivals, pop up crafts festivities, with music, invite local artists/crafts people to have pop up shops, every Thursday night, with open mic, and music. Keep the view from main street open for people to see the awesome activity and community night life, and want to stop and check it out. OH and maybe there could be a pedestrian bridge and path way to connect Lyman Park over to the Adams Street town square civic center. Arcade in the park night. Movie night in the park.



I know this is all wish list items, and will cost a significant amount of money. These are also just two sites. The Railroad site – if it is housing or if it is a hotel, that site is smaller, and definitely can't offer the town all of the amenities we need.

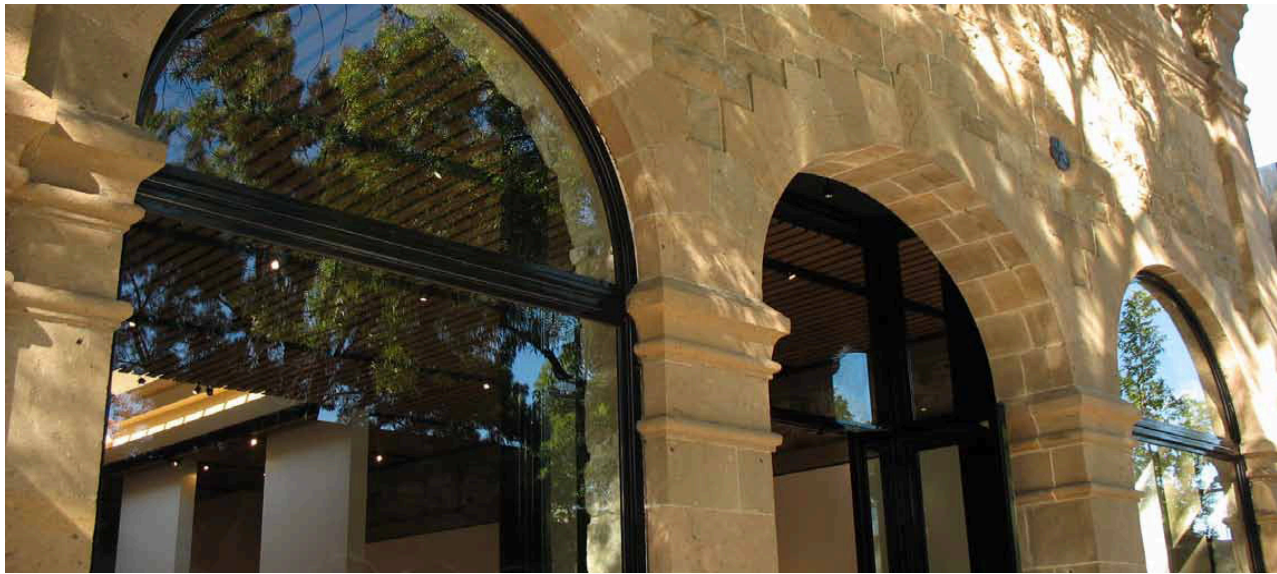
Again, these are quick sketches. I lack the time to do a more polished drawing, it is done for discussion.

Sincerely
Michelle Liu Covell



chapter seven
community design

7 community design



The Community Design Element contains policies and actions that guide the quality and character of St. Helena's built environment.

- 1 introduction
- 2 land use and growth management
- 3 economic sustainability
- 4 public facilities and services
- 5 circulation
- 6 historic resources
- 7 community design**
- 8 open space and conservation
- 9 public health, safety and noise
- 10 climate change
- 11 housing
- 12 parks and recreation
- 13 arts, culture and entertainment

7.1 Purpose of the Element

The Community Design Element presents a framework of policies and implementing actions that integrates directly with other General Plan elements in determining the quality and character of St. Helena's built environment. In particular, **this Element relates to the Land Use and Growth Management Element** by setting forth a vision for the form, character, and appearance of the community. It also correlates directly with the implementation of policies and actions included in the **Circulation, Open Space and Conservation, Parks and Recreation, and Historic Resources elements**. **By respecting established neighborhoods and historic assets, this Element provides guidance to preserve St. Helena's distinct history and rural small-town character, while promoting new approaches to enhance future public and private development.**

The Community Design Element includes the following sections.

- **7.2 Rural Community Character in St. Helena.** Identifies rural community character, architectural details and neighborhoods (p. 7-3).
- **7.3 Key Findings.** Identifies key findings based on an existing conditions analysis and extensive community outreach (p. 7-9).
- **7.4 Goals** Defines overarching goals to guide policies and implementing actions (p. 7-13).

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- **7.5 Policies and Implementing Actions.** Identifies policies and implementing actions to ensure high-quality, sustainable and community-oriented design and construction and protect community character (p. 7-15).

7.2 Rural Community Character in St. Helena

Community character can be defined in a number of ways but is often reflected in the physical form of the built environment and its relationship to the natural environment. A community's street pattern; the relationship of its buildings to streets; the location and design of its public spaces; and the architectural styles and landscape elements that characterize buildings, residences and open spaces are often collectively referred to as "community design."

Community design is a visual representation of the character of a place, which evolves over time based on the lifestyle preferences of its residents and the public and private decisions that shape the human landscape. Community design in St. Helena clearly embodies and celebrates the rural character of the city. It can be best understood by exploring its architectural typologies and details, the identity and character of its many neighborhoods, and its rich agricultural heritage.

AGRICULTURE, OPEN SPACE, PARKS, AND RECREATION

The rural feel and abundant open spaces in and around St. Helena are very important design elements that contribute to the overall character of the community. Parks, greenways, vineyards, and other spaces surround the city and are interspersed throughout its neighborhoods, providing space for recreation and passive activities, natural areas, plazas, flood conveyance, and agriculture. This



Downtown's historic character provides a sense of place for the City.

7 community design



Agricultural uses in and around the City contribute to its character.



network of open space provides a distinct connection to the City's agricultural heritage.

Agriculture and viticulture have influenced the nature of the surrounding landscape perhaps more than any other land use or economic activity. As a result, existing expanses of vineyards and agricultural lands — including “fingers” of green that reach into the urban environment — play a central role in maintaining the rural experience and a distinctly historic sense of place for City residents and visitors.

The City's Urban Limit Line is an instrumental policy tool for maintaining clear definition of the rural/urban edge and preserving the City's adjacent open spaces. Green spaces and vineyards within the Urban Limit Line also contribute to the rural environment, ensuring St. Helena's agrarian heritage remains elemental to the character of the City, both inside and surrounding the city. Parks and other open spaces also contribute to this effect.

GATEWAYS, EDGES, AND VIEWS

Gateways, edges, and views throughout St. Helena create a sense of the city's rural character. Public views of the surrounding hillsides, Mount St. Helena,

7 community design

vineyards, and older agricultural buildings provide valuable visual connections that strengthen the community's identity. Views are especially significant where agriculture is located along street edges.

Similarly, entries into the city provide important gateways that help establish St. Helena's sense of place. These gateways not only announce entry into the city, but also lend significance to the area. The northern gateway to the city from State Route 29, referred to as the "Tunnel of Elms," is attractive, with large, landmark trees lining the road. Historic winery structures and residences add character to this important city gateway. The southern entry is less pronounced, with service commercial uses, parking, and limited landscaping adjacent to the highway.

ARCHITECTURE AND URBAN DESIGN

The concentration of well-preserved buildings in downtown St. Helena is important in establishing the City's historic character. Many of the historic masonry and wooden structures built from stone, brick, and timber and located along Main Street between Spring and Adams streets, were constructed during the city's second major period of growth in the late 19th and early 20th centuries. European settlement of the Napa Valley during this period was fueled by the arrival of Italian and Swiss immigrants, many of whom were trained stonemasons and quarrymen. These early settlers skillfully carved Napa County's colorful volcanic rocks and used local timber to build barns, houses, fences and bridges. The architectural details of these structures, such as brick dentils, medallion insets, and window fenestration, lend character to the community just as do the materials from which they were constructed.

The character of St. Helena's residential neighborhoods is defined by a range of Pre-Prohibition-era housing styles. Multiple architectural typologies can be found along a single street, which contributes to neighborhood character. Common residential architectural typologies include American Queen Anne, American Craftsman, California Bungalow, and vernacular farm houses. Later



St. Helena's residential neighborhoods are often characterized by multiple architectural typologies along a single street.

7 community design

styles found in St. Helena include ranch-style homes and a variety of neo-eclectic architectural styles based on a combination of traditional shapes and details from different periods. Overlapping themes among both historic and modern homes include large, open-air porches supported by various interpretations of the basic column, and deeply overhanging eaves supported by exposed rafters or ornamental brackets.

Similar to many western cities, St. Helena's historic street pattern and layout is characterized by a traditional grid pattern, with variances that result from the intersection of railroad lines, creeks and regional roadways. As St. Helena grew during the latter part of the 20th Century, a modified street pattern developed with wide curvilinear streets, cul-de-sacs, and fewer bicycle and pedestrian connections. Future development presents an opportunity to enhance street, bicycle, and pedestrian connectivity, in part by using the city's historic grid street pattern.

RESIDENTIAL NEIGHBORHOODS

The community is composed of twenty-four residential neighborhoods surrounding St. Helena's historic downtown, as mapped by the General Plan Update Steering Committee (GPUSC) and shown on Figure 7.1. Each of these neighborhoods are distinct in identity, characterized by design elements such as their street patterns, architectural typologies, landscaping, and other attributes that support St. Helena's sense of place.

St. Helena's residential neighborhoods include single family units on large, rural lots; single family units on typical neighborhood lots; and attached medium-density units, including townhouses, condominiums, and apartments. Various residential architectural styles can be found throughout the city neighborhoods that include favorable design components, such as front porches, abundant landscaping, and façade articulation. Streets within residential neighborhoods are generally tree-lined, equipped with sidewalks, and narrow enough to be comfortable for pedestrians and bicycles. However, some streets, such as Starr Avenue, would benefit from a median, planting berm, dedicated bike paths,

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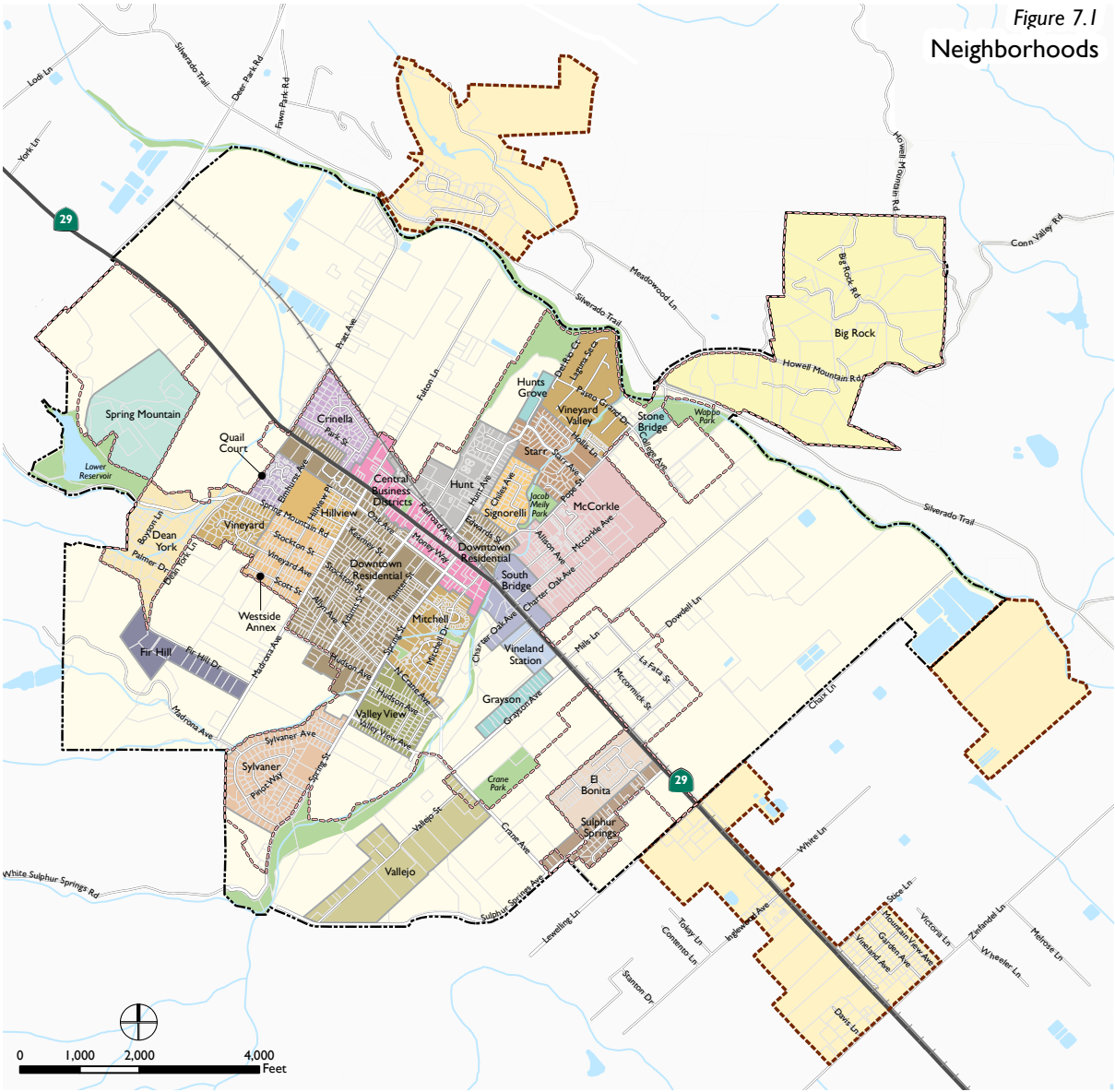
Residential neighborhoods possess unique identities and different types of architecture dating from various decades.

or other traffic calming strategies. Decorative fences are often used to establish the boundary between public and private spaces at the street level. These fences, more common in older neighborhoods, also create visual interest for pedestrians. Landscaping in the city's residential neighborhoods is also colorful and highly textured, which helps to further enhance the pedestrian experience.

Street patterns, an important component of the urban form that influence not only circulation and community access but also community layout and character, vary between neighborhoods in St. Helena. Neighborhood streets such as those in the Hillview and Westside Annex neighborhoods exhibit a traditional grid pattern, while the Big Rock, Fir Hill, and Vallejo neighborhoods have rural and semi-rural street patterns.

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Figure 7.1
Neighborhoods



Data Source: City of St. Helena, 2018; Napa County, 2018; Dyett & Bhatia, 2018

- Neighborhoods
- Urban Limit Line
- Study Areas
- City of St. Helena
- Railroads
- Parks and Open Space
- Water Features

GENERAL PLAN UPDATE
City of St. Helena

DYETT & BHATIA
Urban and Regional Planners

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COMMERCIAL AND INDUSTRIAL AREAS

Commercial and industrial areas are located along Main Street and adjacent streets. The Central Business District (CBD), centered on Main Street, serves as the city's downtown and provides a variety of uses for residents and visitors. The CBD is characterized by historic buildings, an active pedestrian environment, street trees, and other key defining streetscape elements, such as historic streetlights and special sidewalk treatments. Other commercial and industrial areas are located along Adams Street, Main Street south of Sulphur Creek, and the areas surrounding Dowdell Lane and Vintage Avenue. In these service areas commercial, office, and industrial land uses are less intense and often include on-site parking. Streets are typically two-lane and have minimal streetscape amenities.



Commercial and industrial buildings should be distinct with varying roof lines and articulated facades.

7.3 Key Findings

There are several challenges and opportunities facing St. Helena related to community design. The following key findings are based upon comprehensive existing conditions analysis and community input.

- St. Helena's built environment is characterized by a compact and historic downtown, tree-lined neighborhoods, breathtaking agricultural landscapes, and a distinctive, early 20th century small-town character. By effectively guiding the built form of any potential new construction, the City can ensure that St. Helena preserves its unique qualities.
- St. Helena incorporates approximately 3,000 acres of land, of which 1,500 acres are located within the boundaries of the Urban Limit Line (ULL). The ULL helps define the city's character by focusing evolution and change in the central core. Careful, context-sensitive development of areas within the ULL can help the city retain its historic and agricultural character while accommodating well thought out growth in coming decades in order to protect the agricultural uses and rural quality of both the city and surrounding areas.

7 community design

- St. Helena’s historic downtown is cherished by residents and draws visitors from around the world. The city’s Main Street features a variety of shopping and dining venues. Encouraging new commercial and mixed-use projects that complement the area’s existing sense of place can enhance Main Street’s character while creating uses to serve residents, visitors and businesses.
- St. Helena boasts a number of well-preserved older buildings along Main Street that help communicate the city’s character to those entering or passing through town, particularly from the north. Key landmark buildings include the Starr, Galleron, Ritchie, Oddfellows, and Pritchard buildings. Preserving these structures and ensuring that new development complements their landmark status can help St. Helena maintain its unique character.
- Design Review is an important tool the City can use to continue to promote, ensure, and encourage new homes or remodels that reflect the scale, proportion, and/or building materials that characterize the surrounding neighborhood. Following design guidelines and/or form-based codes for remodels and new construction can ensure that remodeled or new residences complement existing neighborhoods and contribute positively to St. Helena’s sense of place.
- Residential neighborhoods throughout the city possess unique identities and include types of architecture dating from various decades of the 20th Century and present day. Establishing a flexible set of design guidelines and/or form-based codes for specific areas can ensure that new development and remodels complement the distinct character of St. Helena’s existing neighborhoods, while allowing for design innovation to accommodate modern needs and tastes.
- St. Helena’s local character is strongly rooted in its agricultural heritage and location in the world-famous Napa Valley winemaking region. By highlighting the importance of key viewsheds and agricultural lands to the community’s overall design, the City can maintain a strong visual connection to the essential role of agriculture in St. Helena’s past and future.

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CONCEPTS, TRENDS AND IDEAS

Adams Street Property Visioning Project



TOP The site plan for the Adams Street Property includes key community objectives identified during the vision and land use alternatives processes.

BOTTOM The Adams Street property was identified as a good location for a farmer's market.

In conjunction with the City of St. Helena's General Plan Update planning process, the City initiated the Adams Street Property Visioning project in October of 2008. The process included several stakeholder interview sessions, consultation with the General Plan Update Steering Committee, and two community workshops. The Adams Street property is a catalytic site with the potential to meet a range of the community's needs, including open space, housing and retail.

Building on the community vision and informed by economic feasibility analysis, the Adams Street Property Visioning exercise provided overall vision and specific design direction, establishing a framework for guiding future public and private developments on the site, as well as public improvements, such as community open spaces and streetscape enhancements.

Design characteristics outlined in the project exemplify many of the Community Design Element's policies and implementing actions, including new community gathering spaces, preserving important views, green buildings and infrastructure, and an emphasis on bicycle and pedestrian connections.

Detailed site master planning will occur when a specific development proposal comes forth for the Adams Street property.

7 community design



St. Helena's downtown demonstrates its historic character and unique sense of place.

- High-quality and sustainable design is an important component of the overall community design for St. Helena. Incorporating sustainable design practices into site layout, building design, landscaping, and public infrastructure is key to supporting projects that use less energy and water and have a smaller environmental impact. In addition, high-quality design contributes significantly to overall community design. Supporting sound construction practices and the use of high-quality materials will ensure long-lasting, well-built structures.
- St. Helena's Main Street is State Route 29, a major north-south thoroughfare that runs through the Napa Valley. Residents consistently cite heavy traffic as one of the most pressing concerns facing the City and highlight a need to ensure that community design efforts reduce auto-related travel in favor of alternate transportation modes. Creating a community design framework that enhances St. Helena's human scale can ensure that the city remains a comfortable, safe, and convenient environment for pedestrians, bicyclists and transit riders.

7 community design



7.4 Goals

The goals of the Community Design Element are:

Respect St. Helena's Historic Character and Unique Sense of Place.

St. Helena is committed to enhancing and maintaining its existing community and agricultural character.

Promote a High-Quality and Sustainable Built Environment and Public Realm.

St. Helena is dedicated to maintaining an urban design framework that strengthens the physical form of the City by establishing a high standard of quality, context-sensitivity and ecological sustainability for the design, planning and construction of new and renovated structures, gateways, streets, public infrastructure, and public spaces.

Encourage Community Design throughout the City that Helps to Build Community.

Encourage Human Interaction and Support Non-Automobile Transportation.

St. Helena is committed to promoting community design that is human-scaled, comfortable, safe, and convenient for pedestrian, bicyclist, and transit use.

7 community design

Strengthen the City's Neighborhoods to Retain Desirable Characteristics

While Allowing for Smart Change and Evolution.

St. Helena recognizes the unique characteristics of individual neighborhoods and the potential for appropriate change within the context of a well-planned city. The City is committed to solving specific neighborhood problems and implementing neighborhood priorities to value enhance livability.



Green building and landscaping, such as green roofs and green stormwater infrastructure, should be incorporated into new development.

7 community design

7.5 Policies and Implementing Actions

A range of policies and implementing actions are outlined below and organized into the following topic areas:

1. High-Quality and Sustainable Design;
2. Commercial and Industrial Areas;
3. Residential Neighborhoods;
4. Open Space;
5. Gateways, Edges, and Views; and
6. Street Pattern and Layout.

The following policies and actions mandate, encourage, or allow certain initiatives to be pursued throughout the duration of the General Plan. Together, they serve as strategic directions for City staff and partners, highlighting where time and resources should be focused. As the city changes and evolves, the following policies and actions will help guide new public infrastructure and private development in achieving sustainable, high-quality design.



Buildings should utilize native landscaping, passive heating and cooling, and green roofs.

7 community design

topic area

1 HIGH-QUALITY AND SUSTAINABLE DESIGN

Policies

CD1.1 Ensure high-quality design and construction through a robust design review process.

CD1.2 Ensure the construction of sustainable buildings and landscaping in all public and private development projects.

CD1.3 Require construction and development practices that reduce energy demand through conservation and efficiency, such as the use of green building materials, site design to maximize passive heating and cooling and energy generation, on-site water reuse, water efficient landscaping, and use of low-flow appliances, among others.

(Also see the Climate Change Element, Topic Area 2)

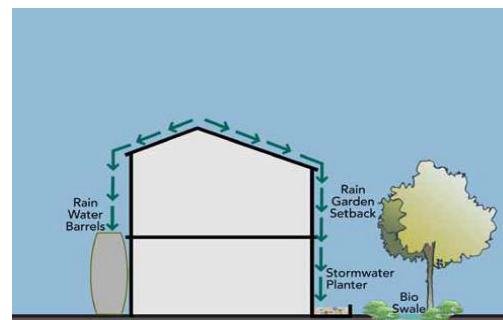
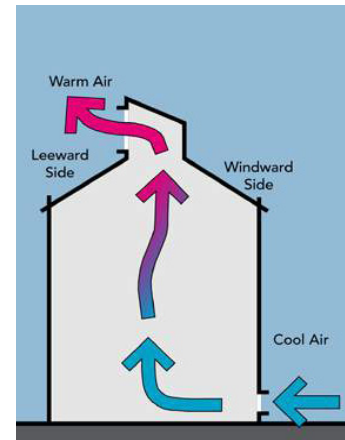
CD1.4 Strengthen water conservation measures for development or construction that result in significant reductions in local water use and the protection of local water resources.

CD1.5 Require stormwater management techniques that minimize surface water runoff in public and private developments. Utilize low impact development techniques such as bioswales and other best management practices to manage stormwater.

(Also see the Open Space and Conservation Element, Topic Area 3)

CD1.6 Encourage the adaptive reuse, rehabilitation, and retrofitting of historic buildings in which the original use is no longer feasible.

(Also see the Historic Resources Element, Topic Area 1)



Buildings should strengthen conservation measures and maximize passive heating and cooling.

7 community design

topic area

1 HIGH-QUALITY AND SUSTAINABLE DESIGN

CD1.7 Promote the application of sustainable building practices to the preservation of historic resources.

(Also see the Historic Resources Element, Topic Area 1)

CD1.8 Require, to the extent feasible, that all new development include underground utilities to minimize their negative visual impact. In addition, funding sources to underground electrical lines shall be sought so the undergrounding of existing overhead lines can occur over time.

Implementing Actions

CD1.A Continue to implement the existing design review process for new development and remodels throughout the city. Create additional tools, including design guidelines and/or form-based codes, to inform decision-making and ensure high-quality, sustainable design that is compatible with and enhances community character. Consider formation of historic design review committee and/or policies.

CD1.B Adopt a Green Building and Landscaping Ordinance that establishes green building and landscaping site design standards customized to meet the unique climatic context of the community. Landscaping standards should limit impervious paving and identify standards and incentives that encourage the use of locally-propagated native, low-water, drought-tolerant planting, and integrated pest management practices.

CD1.C Partner with third party agencies, such as PG&E, to encourage the inclusion of energy-efficient systems in remodels and retrofits of existing buildings and residences.

CD1.D Consider offering incentives for improving energy-efficiency in existing buildings.

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topic area

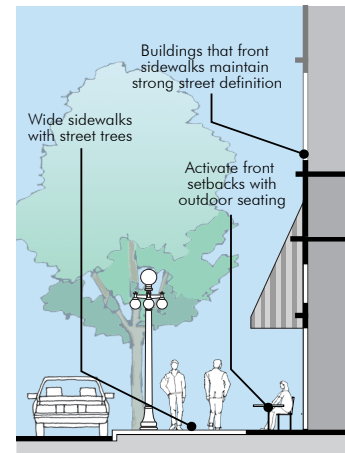
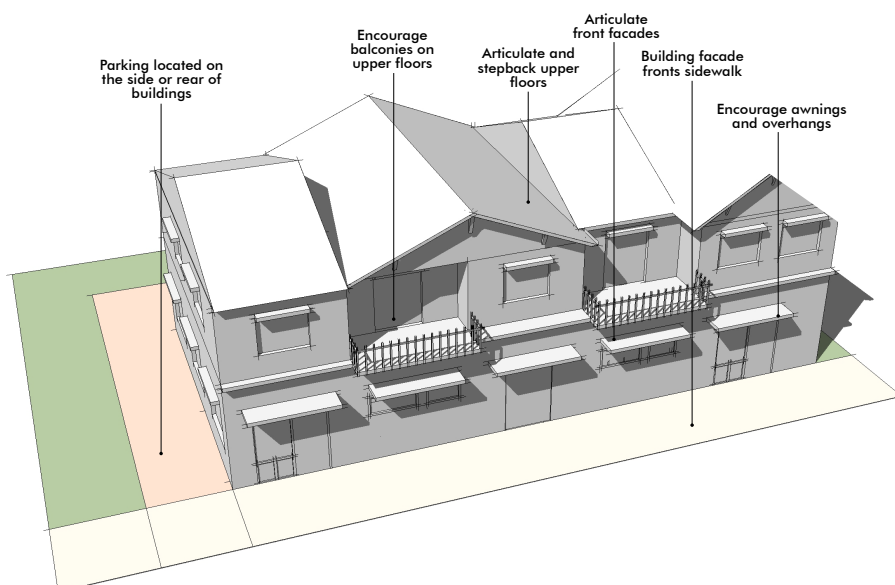
2 COMMERCIAL AND INDUSTRIAL AREAS

Policies

CD2.1 Maintain the character and identity of the downtown by emphasizing strong street definition, creating active front setbacks with outdoor seating, locating parking on the side and behind buildings, and maximizing entrances and transparency on building façades.

CD2.2 Within industrial and commercial areas outside downtown, maintain transitional zones as needed to protect public health and safety but allow flexible front setbacks while encouraging transparent and accessible front façades and parking on the sides and backs of buildings.

CD2.3 Encourage distinction within and between buildings by varying roof lines and articulating building façades.



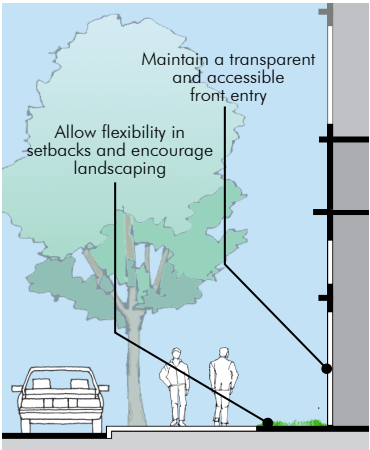
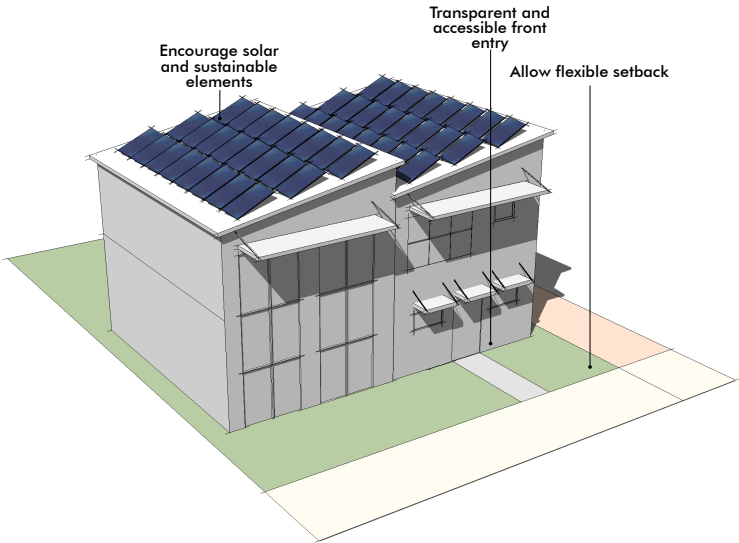
Central Business and Mixed-Use districts should emphasize strong street definition and active front setbacks with outdoor seating .

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topic area
2 COMMERCIAL AND INDUSTRIAL AREAS

CD2.4 Ensure active and complete streets within commercial districts by providing sidewalk amenities, such as landscape buffers, berms, street trees, street furniture, outdoor dining, public art, signage, and wayfinding.

CD2.5 Encourage property owners to improve façades and landscaping surrounding existing buildings through the implementation of beautification programs.



Industrial uses should allow flexible front setbacks while encouraging transparent and accessible front façades.

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topic area

2 COMMERCIAL AND INDUSTRIAL AREAS

Implementing Actions

CD2.A Develop and implement design guidelines and/or form-based codes, to provide oversight and guidance for new buildings and renovations.

(Also see the following elements: Land Use and Growth Management, Topic Area 3; and Economic Sustainability, Topic Area 3)

CD2.B Require street tree plantings along the commercial streets east of Main Street to reflect Main Street’s existing planting pattern, in order to provide visual continuity and to create a pleasant pedestrian environment.

CD2.C Install attractive and well-designed community amenities such as public restrooms, drinking fountains, benches, bicycle racks, and trash and recycling containers in commercial districts. Ensure that community amenities are designed and installed to complement surrounding businesses and support the pedestrian-orientation of the street.

CD2.D Require businesses and structures to be of a scale commensurate with existing older buildings in the CB and SC land use areas.

CD2.E Adopt and implement façade and landscape beautification programs to provide assistance to owners of existing commercial and industrial properties.

CD2.F Explore the need for additional programs, such as commercial façade improvement programs and traffic calming incentive programs.

(See also the Circulation Element for policies and implementing actions related to traffic calming).

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topic area

3 RESIDENTIAL NEIGHBORHOODS**Policies**

CD3.1 Limit building envelope sizes and require adequate side and rear setbacks to preserve the character of existing residential areas and to avoid over-built lots. Require future development to conform to the pattern and density of the neighboring areas. In order to complement existing town character and protect against incursion into vineyard agricultural areas.



CD3.2 Ensure that new residential designs contribute positively to existing neighborhoods by complementing character and incorporating design features, such as front porches, façade articulation and setbacks.



CD3.3 Encourage the use of landscaping and tree plantings as buffers between sidewalks and residential uses. Discourage the removal of existing trees and adopt more comprehensive tree preservation standards.

(See also the Open Space and Conservation Element for policies and implementing actions related to tree preservation).

New development and remodeling should conform to the pattern and character of neighboring homes.

CD3.4 Ensure safe bicycle and pedestrian-friendly character on all residential streets. Consider retrofitting existing wide residential streets, such as Starr Avenue, with landscaped medians, wide sidewalks, and adjacent Class I pedestrian and bicycle trails.

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topic area

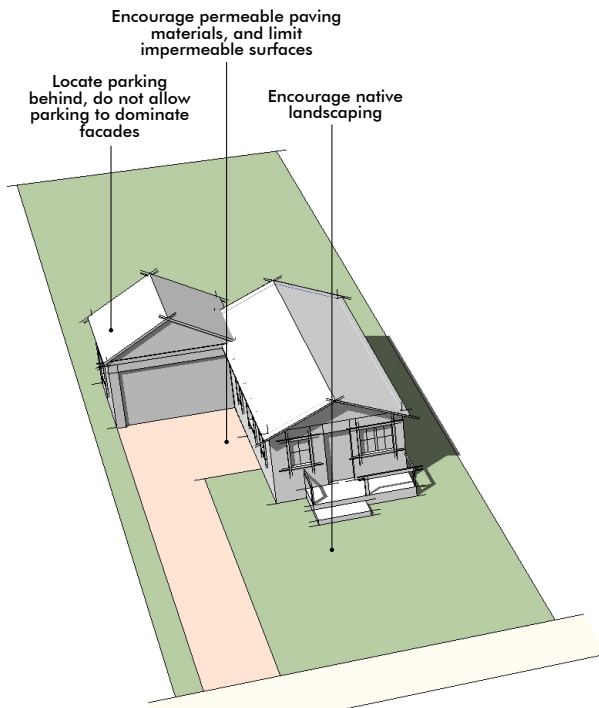
3 RESIDENTIAL NEIGHBORHOODS

Implementing Actions

CD3.A Develop and implement residential design guidelines and/or form-based codes, to provide oversight and guidance for new buildings and renovations.

(Also see the Land Use and Growth Management Element, Topic Area 2)

CD3.B Review the existing ordinance language limiting lot coverage/floor area ratio according to parcel size in residential areas in order to preserve neighborhood character, reduce adverse view and shade impacts on existing homes, improve groundwater infiltration, and avoid overbuilt conditions. At the same time, care needs to be taken that any ordinance revision does not impair the ability to build second units on existing lots where appropriate.

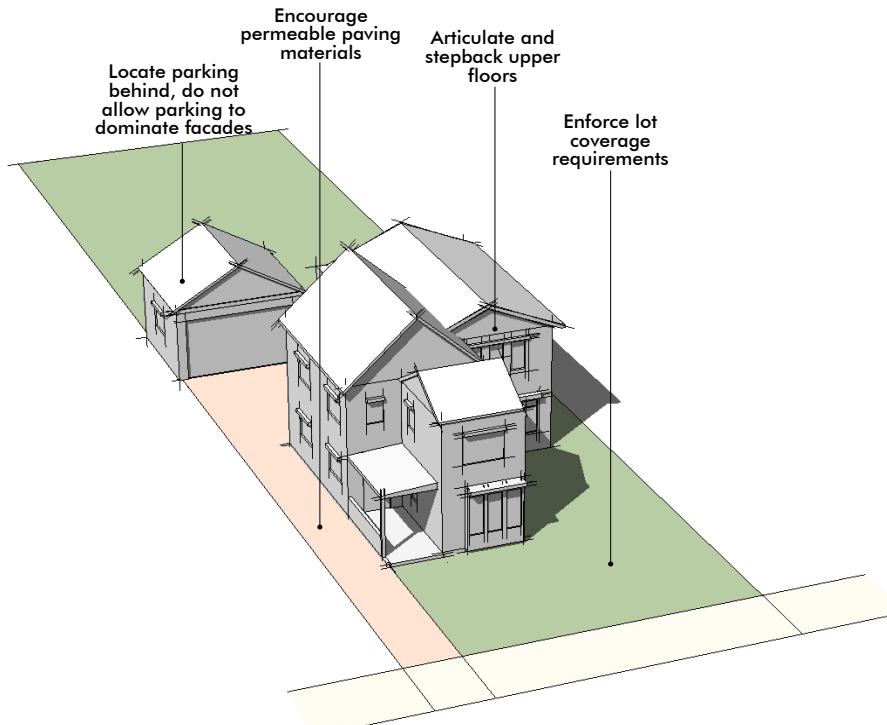


Low density residential.

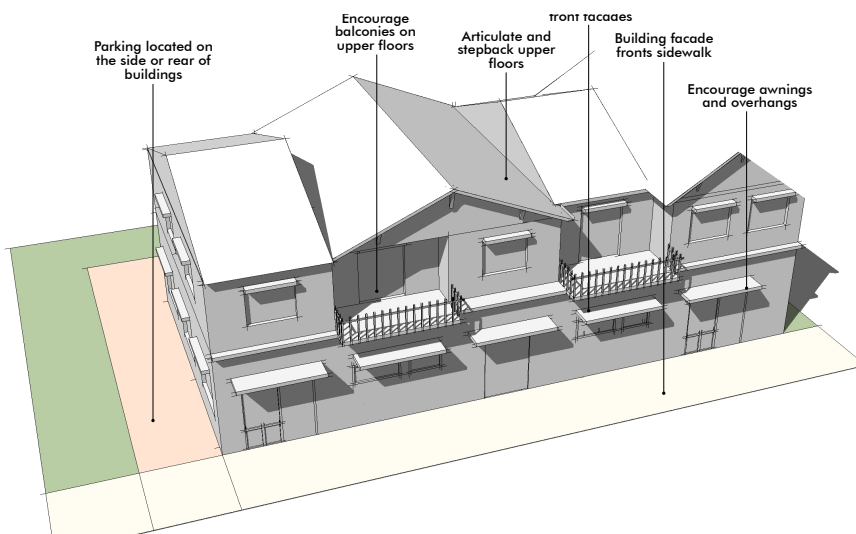
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topic area

3 RESIDENTIAL NEIGHBORHOODS



Medium density residential.



Higher density residential.

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topic area

3 RESIDENTIAL NEIGHBORHOODS

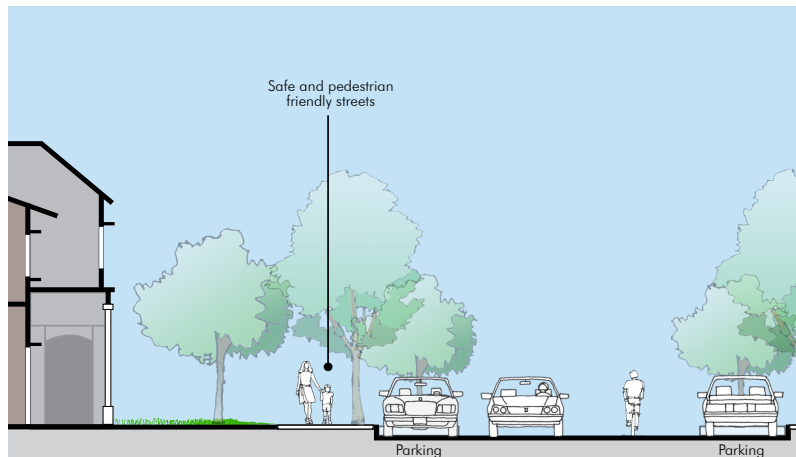
CD3.C Encourage the design and location of parking to minimize its appearance on front façades, locating it to the side or rear of the building, where feasible.

CD3.D Encourage property owners to install landscaping and tree plantings in front setbacks as a buffer between the sidewalk and residential uses.

CD3.E Require new development to include landscaping and street trees.

CD3.F Establish residential street guidelines that ensure a safe environment for families and children. Encourage traffic calming, street trees, wide sidewalks, and Class I or II bike lanes.

CD3.G Explore a reduction in parking requirements for residential uses that implement transportation demand management strategies, consistent with the parking management strategy articulated in the Circulation Element.



Encourage landscaping and street trees to create bicycle and pedestrian-friendly streets.

7 community design

topic area

4 OPEN SPACE**Policies**

CD4.1 Encourage the development of public spaces for formal and informal gatherings, such as plazas, seating and small performance areas.

CD4.2 Integrate open space, including parks, community gardens, natural areas, and agriculture into the community to strengthen the connection to St. Helena's agricultural heritage and provide a sense of openness.

CD4.3 Support agricultural and low-intensity uses beyond the Urban Limit Line.

(Also see the Land Use and Growth Management Element, Topic Area 1)

CD4.4 Integrate bicycle and pedestrian trails adjacent to open spaces to enhance connectivity throughout the city and the region.

(Also see the Parks and Recreation Element, Topic Area 6)



Plazas and community gardens are both examples of open space.

7 community design

topic area

4 OPEN SPACE

Implementing Actions

CD4.A Require private development to incorporate appropriate public open space into site designs.

(See also the Parks and Recreation and Open Space and Conservation elements provide additional goals, policies and actions related to open space).



Bicycle and pedestrian trails can be located adjacent to open spaces.

7 community design

topic area

5 GATEWAYS, EDGES AND VIEWS**Policies**

CD5.1 Preserve the visual and physical connection to agriculture by protecting views from streets, parks, and open spaces to vineyards, agriculture, and hillsides. Where new streets are extended adjacent to agriculture, encourage hillside, and vineyard views by maintaining agricultural activities at the road edge. Existing east and west entries should be maintained in their current appearance, protecting and improving views of vineyards and the surrounding hillsides wherever possible.

CD5.2 Use public streets or pathways to form the edge of developed areas, allowing views of open space from streets.

CD5.3 Ensure that key gateways into the City receive special, character-defining treatments and landscaping. Consider establishing landmark trees along the roads that serve as gateways to the City. New commercial development on Main Street south of the Sulphur Creek bridge should be carefully designed to provide an appropriate gateway in to the downtown area

CD5.4 Preserve and enhance the City's nighttime environment and quiet rural sounds of the night for residents and wildlife by limiting the negative effects of artificial lighting.



Visual and physical connections to agriculture and open space provide views and act as edges.

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topic area

5 GATEWAYS, EDGES AND VIEWS

Implementing Actions

CD5.A Working with CALTRANS, design and install a landscaping treatment for the northbound (State Route 29 from Chaix Lane north to Sulphur Creek) and westbound (from Silverado Trail west along Pope, and any future roadway segment from the Trail to downtown) gateways into the city. Consider a tunnel of trees similar to those located at the northern gateway.

CD5.B Adopt a dark sky ordinance to preserve the City's rural character by limiting the negative effects of light pollution on wildlife and community aesthetics. Develop lighting design guidelines for new development that mitigate light pollution while ensuring adequate nighttime security.

CD5.C New development shall not result in significant light, glare, and noise that could affect residents, visitors, and wildlife. Lighting shall be shielded to reduce glare and shall be cast downwards. Outdoor lighting shall occur primarily for the purpose of security and safety. Upcast lighting shall be discouraged to minimize impacts on wildlife and to retain the agricultural ambience of St. Helena. All lighting shall conform to the Lighting Zone 2 requirements of Title 24 of the California Building Code.

CD5.D The City shall encourage the undergrounding of any new electrical lines required to serve new development. In addition, funding sources to underground existing electrical lines shall be sought so that undergrounding of existing overhead electrical lines can occur over time.

CD5.E The City shall investigate the possibility of designating all or a portion of State Route 29 that passes through the City of St. Helena as a scenic highway under the State's scenic highway program.



A tunnel of trees provides a verdant gateway into the City.

7 community design

topic area

6 STREET PATTERN AND LAYOUT**Policies**

CD6.1 Ensure a connected circulation system that maximizes pedestrian and bicycle connectivity.

CD6.2 Promote the inclusion of bicycle and pedestrian trails and bicycle lanes throughout the City, as well as connections to regional trail systems, such as the Napa Valley Vine Trail.

(Also see the Parks and Recreation and Circulation elements for additional policies and implementing actions relating to bicycle and pedestrian trails and amenities.)

CD6.3 Require streetscape design that maximizes bicycle and pedestrian usage by providing safe and appropriately lit streets.



Streetscape design that promotes safety and connectivity for bicyclists and pedestrians.

7 community design

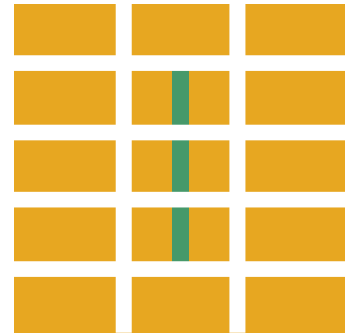
topic area

6 STREET PATTERN AND LAYOUT

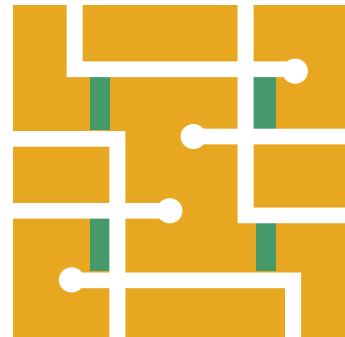
Implementing Actions

CD6.A Facilitate the safe and efficient flow of pedestrian, bicycle and vehicular traffic. Enhance and frame views of the hills and surrounding agricultural lands; and incorporate appropriate traffic calming features to support and complement the neighborhood environment.

(See also the Circulation Element for goals, policies and actions related to street connectivity).



Acceptable: Traditional connected street pattern.



Acceptable: Connected bicycle and pedestrian street pattern.



Not Preferred: Disconnected street pattern.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	September 23, 2025
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	August 2025 Review and Forecasting of City Water Supply Availability.
RECOMMENDED ACTION:	Receive and file.
PREVIOUS COUNCIL ACTION:	Monthly Receive and File reports to City Council.
STATEMENT OF THE PURPOSE:	To provide monthly updates of the amount of water produced at the Louis Stralla Water Treatment Plant and the Stonebridge Potable Water Wells, and potable water delivered from the City of Napa.
FINANCIAL IMPACT:	None.

BACKGROUND:

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

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

DISCUSSION:

In connection with City Council Goal 2, City staff has developed a forecasting tool to facilitate its ability to optimize water use and track water availability. Included as Attachment 1 is the Monthly Water Report for August 2025. The water produced for August 2025 is up by 16% when compared to August 2024 and is down by 40% compared to the average of August 2018-2020. Below is a chart summarizing the water produced per source:

Water Produced per Source

Source	Average (2018 - 2020) (Acre-Feet)	August 2024 (Acre-Feet)	August 2025 (Acre-Feet)
Bell Canyon	86	18.82	46.10
Stonebridge Wells	50	28.76	21.53
Napa Water	61	53.96	50.34
Total	197	101.54	117.97

- Percent change from August 2024: 16%
- Percent change from average of August 2018 - 2020: -40%

Bell Canyon Reservoir

The City is no longer in water emergency conditions based upon the Phase I Water Emergency measures being terminated by City Council adopting Resolution No. 2023-94 on July 25, 2023. Bell Canyon Reservoir has adequate water to support the City's needs through this calendar year. The storage in Bell Canyon graph (Attachment 2) has been revised to include historic reservoir supply levels since June 2024. It also shows the water availability forecast through June 2027 based on the highest water usage during a non-drought year (FY 2019/20) and 10 inches of rainfall (lowest recorded).

As of September 1, 2025, Bell Canyon Reservoir elevation was at 415.60 feet representing approximately 1,910.16 acre-feet (AF) and 80.1% capacity. Bell Canyon spillway level is 422 feet representing 2,383.69 AF in water supply volume. Below is a chart comparing Bell Canyon elevation levels, water supply availability in acre feet, and percent capacity of the reservoir on September 1st in 2023, 2024, and 2025.

Year	2023	2024	2025
Bell Canyon Elevation Level	418.55 Ft.	417.20 Ft.	415.60 Ft.
Acre Feet	2,124.92 AF	2,025.94 AF	1,910.16 AF
Percent Capacity	89.14%	85%	80.1%

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

Continued Water Conservation

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

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

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

City of Napa Water Supply

Normal operations continue at Rutherford Pump Station (RPS) and the City is taking delivery of the allotment purchased from City of Napa. During the month of August 2025, Rutherford Pump Station was producing an average of 0.52 MG/day for a total of 50.34 AF for the month.

ENVIRONMENTAL REVIEW: Not Applicable.

GOAL:

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

Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

[MWR August 1-31 2025](#)

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

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

CITY OF ST. HELENA
MONTHLY WATER REPORT

CC: CC__X__ PC__X__ FILE____
 RECEIVED:____ BY: __

August 1-31, 2025

	LOUIS STRALLA WATER PLANT	STONEBRIDGE POTABLE WELLS	SBW IRRIGATION WATER	NAPA WATER	TK #1 & #2 ADJUST
AMOUNT PRODUCED in AF	46.10	21.53	0.55	50.34	-0.44
AMOUNT PRODUCED in MG	15.02	7.01	0.18	16.40	-0.14
PERCENT	39.2%	18.3%		42.8%	-0.4%

WATER PRODUCED DELIVERY (AGGREGATE)

	THIS YEAR	LAST YEAR
TOTAL PRODUCED THIS PERIOD	38.43 MG	33.07 MG
MAXIMUM DAILY PRODUCED	n/a MG	n/a MG
MINIMUM DAILY PRODUCED	n/a MG	n/a MG
AVERAGE DAILY PRODUCED	1.23 MG	1.06 MG

WATER YEAR TOTALS

	THIS FISCAL YEAR	%	LAST FISCAL YEAR	%
LOUIS STRALLA WATER PLANT	78.67 AF	33.1%	96.71 AF	36.2%
	25.63 MG		31.50 MG	
NAPA WATER	104.90 AF	44.1%	104.61 AF	39.2%
	34.17 MG		34.07 MG	
STONEBRIDGE POTABLE WELLS	54.43 AF	22.9%	65.58 AF	24.6%
	17.73 MG		21.36 MG	
TOTAL WATER PRODUCED DELIVERY (ALL)	238.00 AF	100.0%	266.90 AF	100.0%

SBW IRRIGATION WATER

	THIS MONTH	THIS MONTH, LAST YR.
STONEBRIDGE APARTMENTS	0.18 MG/Aug. 1 -31	0.17 MG/Aug. 1-31
NAPA VALLEY COLLEGE	NA MG/Aug. 1 -31	0.09 MG/Aug. 1-31

WATER ELEVATION, CAPACITY & RAINFALL

	THIS FISCAL YEAR	LAST FISCAL YEAR
ELEVATION BELL CANYON RESERVOIR	415.60 FT.	417.20 FT.
MONTHLY RISE OR DROP	-2.30 FT.	-1.36 FT.
CAPACITY AT END OF PERIOD	1910.16 AF	2025.94 AF
PERCENT OF FULL CAPACITY	80.1 %	85.0 %
RAINFALL IN THIS PERIOD	0.10 IN	0.10 IN
TOTAL RAINFALL SEASON TO DATE	0.10 IN	0.10 IN

TEMPERATURES

	THIS MONTH, THIS YEAR	THIS MONTH, LAST YR.
DEGREES IN FAHRENHEIT	55.2-98.6	53.6-97.9
AVERAGE	76.9	75

REMARKS

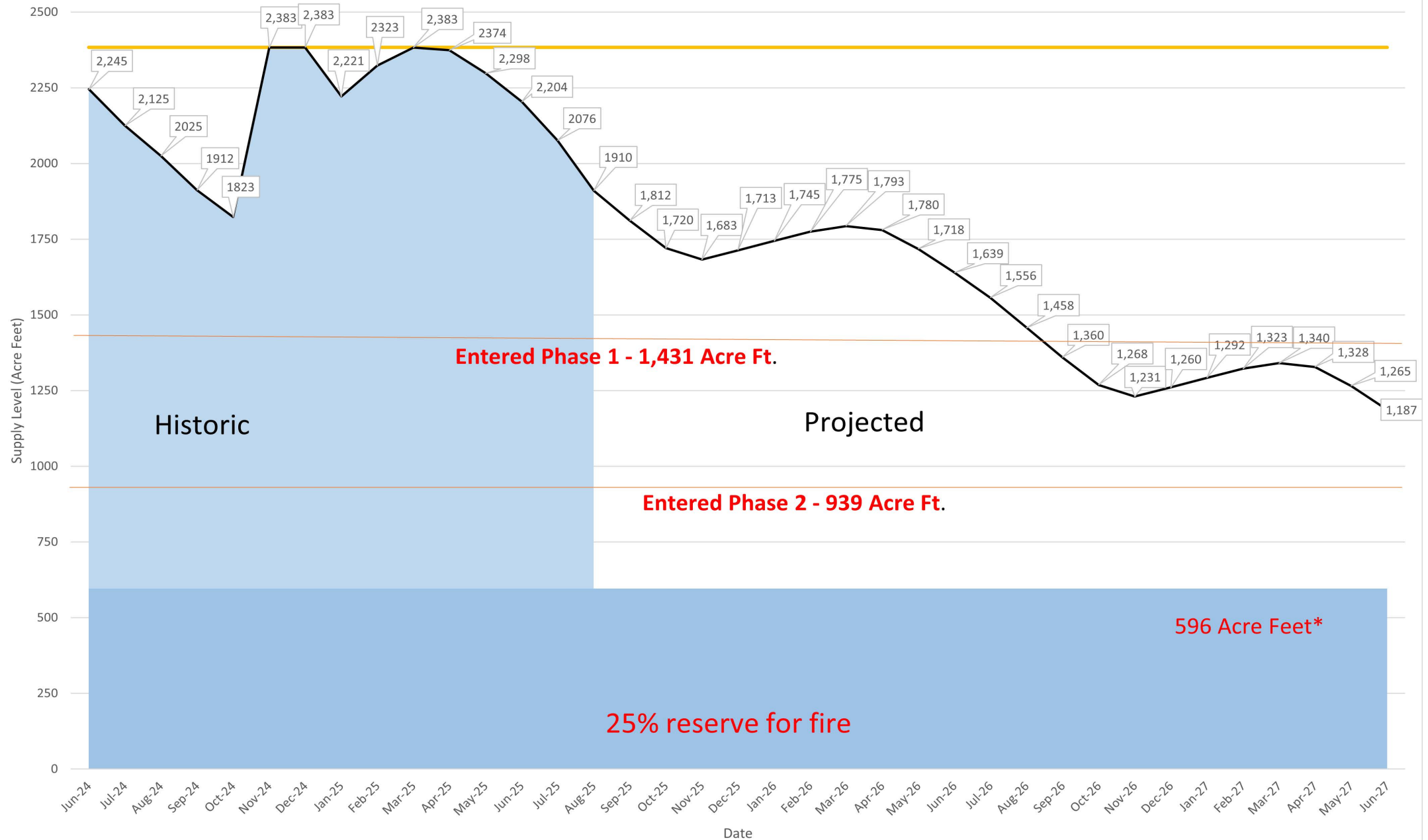
City of Napa Water Delivery: RPS producing an average of 0.52 MG/day during August 2025.

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

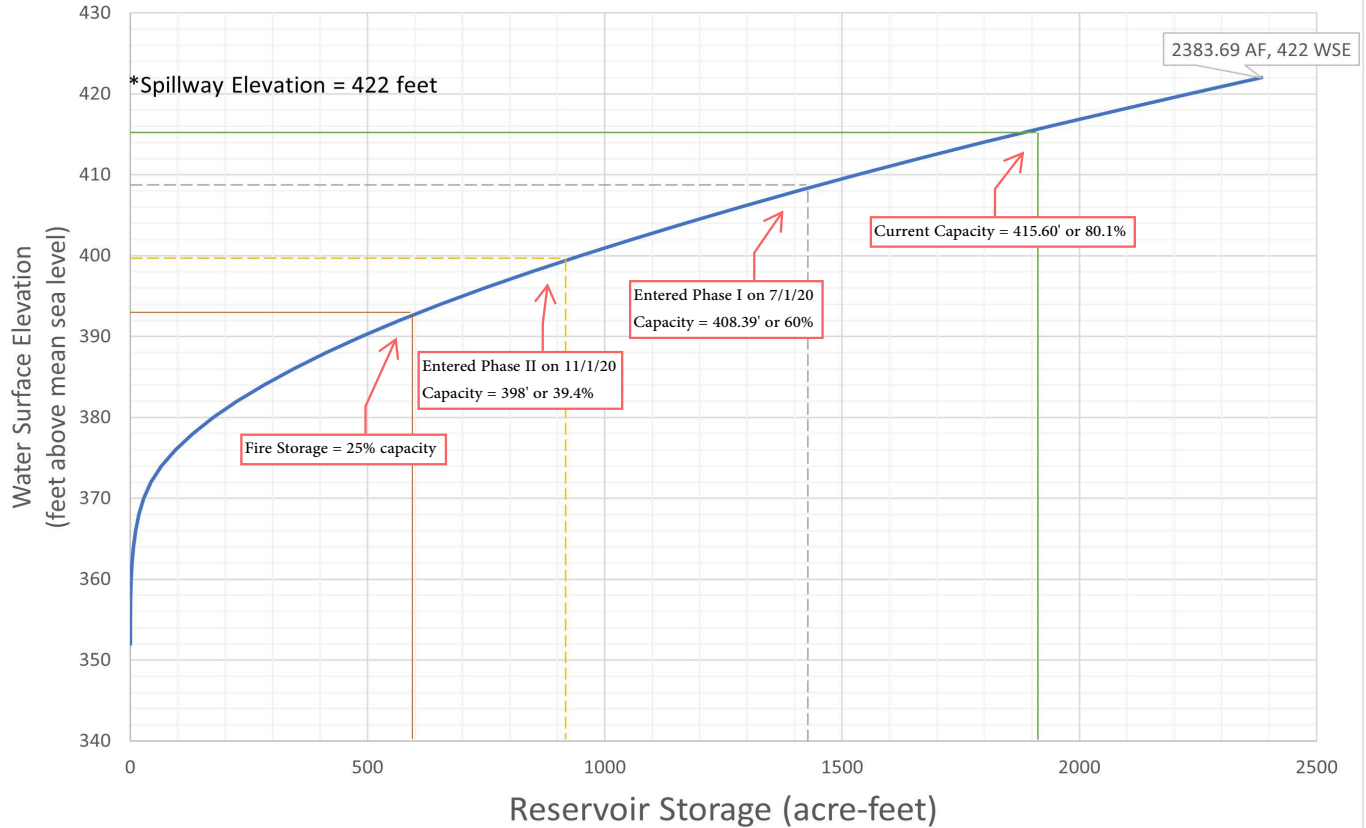
Updates will be provided if any errors are identified.

Bell Canyon Water Storage Forecast

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



Bell Canyon Reservoir Stage-Storage Relationship





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	September 23, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution (1) Authorizing the City Manager to execute a Construction Contract with ERS Industrial Services, Inc. in an amount not-to-exceed \$165,730 (2) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% (\$24,860) for a total contractor budget of \$190,590; and (3) Declaring of Sole Source to ERS Industrial Services, Inc. for Filter Media Replacement at Stonebridge Wells.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	February 25, 2025 - City Council Authorized Expenditure for Stonebridge Well Filter Media Replacement.
STATEMENT OF THE PURPOSE:	To request City Council authorization of a Construction Contract with ERS Industrial Services, Inc. for the removal and replacement of filter media at the Stonebridge Wells, and to declare ERS Industrial Services, Inc. as a sole source provider for this specialized service.
FINANCIAL IMPACT:	The total financial impact is an amount not-to-exceed \$190,590, which includes the base construction contract of \$165,730 and a 15% contingency (\$24,860) for potential change orders. Sufficient budget is currently available within the Water Enterprise Fund to cover this project. However, because this is an unanticipated expense, it is expected that a mid-year budget adjustment will be required to ensure that adequate funding remains available for ongoing operational expenses.

BACKGROUND:

The City relies on the groundwater wells (i.e. Stonebridge Wells) to provide a critical role during high-demand summer months. In recent years, the City has received periodic customer complaints related to discoloration and aesthetic quality of water, which can partially be attributed to this site. Although the water remains safe and compliant with regulatory standards, staff has been actively working with consultants and treatment specialists to identify operational improvements.

An evaluation of the Stonebridge Well filter system determined that the filter media, which is responsible for removing naturally occurring constituents such as iron and manganese, has reached the end of its useful life and is no longer performing efficiently. Replacing the media is necessary to maintain water quality and system reliability.

DISCUSSION:

As part of the City's ongoing efforts to address seasonal water quality issues, staff had an evaluation performed on the condition of the filter media at the Stonebridge Wells. The existing media has been in place for several years and has shown signs of reduced effectiveness in removing iron, manganese, and other naturally occurring constituents that can contribute to water discoloration, taste, and odor concerns.

ERS Industrial Services, Inc., a specialized environmental remediation contractor, has provided a proposal to remove and replace the aging filter media with new, higher-performance material that is expected to enhance treatment efficiency and improve water quality. The scope of work includes removal and disposal of the existing media, cleaning and inspection of the vessels, supply and installation of a new filter gravel, greensand, and anthracite, and testing to ensure system optimization following installation.

The base contract amount is \$165,730, and upon approval of the resolution the Director of Public Works would have authorization to approve change orders up to 15% of the base contract amount, or \$24,860 to address any unforeseen conditions. This results in a total authorized project budget not to exceed \$190,590.

ERS has provided services to the City of St. Helena for more than 20 years and maintains specialized knowledge of the City's water treatment facilities. Due to their experience, proprietary service methods, and immediate access to necessary media and equipment, staff recommends declaring ERS Industrial Services a sole source provider for this work and authorizing a construction contract. Competitive bidding of this work would be contrary to the public interest because no other contractor has the experience, proprietary service methods, and immediate access to necessary media and equipment necessary to perform this work.

ENVIRONMENTAL REVIEW:

The project is exempt from CEQA under Section 15301, Class 1 (Existing Facilities), as it involves repair and maintenance of existing public utility systems without expansion of capacity or use.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources

DOCUMENTS ATTACHMENTS:

[Resolution SBW Media Filter Replacement](#)
[ERS industrial Products and Services](#)
[Sample Construction Contract](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH ERS INDUSTRIAL SERVICES, INC. IN THE AMOUNT OF \$165,730; AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPROVE CHANGE ORDERS UP TO 15%; AND DECLARING ERS INDUSTRIAL SERVICES, INC. A SOLE SOURCE PROVIDER FOR FILTER MEDIA REPLACEMENT AT STONEBRIDGE WELLS.

RECITALS

- A. The City relies on the Stonebridge Wells to supplement its drinking water supply, particularly during high-demand summer months; and
- B. The filter media at the Stonebridge Wells has reached the end of its useful life, resulting in reduced effectiveness in removing iron, manganese, and other naturally occurring constituents that contribute to water discoloration, taste, and odor concerns; and
- C. ERS Industrial Services, Inc. has provided a proposal to remove and replace the existing filter media with higher-performance materials, and has extensive experience providing specialized services to the City of St. Helena for more than 20 years; and
- D. Staff recommends declaring ERS Industrial Services, Inc. a sole source provider for this project due to their expertise, proprietary methods, and immediate access to required media and equipment.

RESOLUTION

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

1. The City Manager is authorized to execute a Construction Contract with ERS Industrial Services, Inc. in the amount of \$165,730 for the removal and replacement of filter media at the Stonebridge Wells; and
2. The Director of Public Works is authorized to approve change orders up to 15% of the base contract, or \$24,860 for a total Contractor budget of \$190,590; and

3. ERS Industrial Services, Inc. is declared a sole source provider for the Stonebridge Wells filter media replacement project.

4. Funding is as follows:

Description	Fund	GL Account	Amount
Water Treatment Capital Improvement Equipment	561 Water Enterprise	561-5034-2670	\$190,590

Approved at a Regular Meeting of the St. Helena City Council on September 23, 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



Products and Services

ERS Industrial Services, Inc. is a privately held company and general engineering contractor with expertise in turnkey services for the water and wastewater industries. Specializations consist of media change-outs, coatings, and repairs of gravity filters and pressure vessels. We also rehabilitate and upgrade other systems associated with water operations, including clarifiers, primary sedimentation tanks, aeration basins, manholes, and pump stations. The following are products and services we offer to the Water Treatment Industry:

Centralized Inventory of all Common Media:

- Anthracite
- GAC
- Resin
- Silica gravel
- Garnet
- Sand
- Greensand
- Pea Gravel

Specialized Coatings Application:

- Standard and high build epoxies
- Elastomeric polyurethane coatings
- Ultra-high pressure washing
- Secondary containments for chemicals
- Headworks with bypass solutions

Specialty Trained Personnel:

- Confined Space Entry & Rescue
- BATT & TWIC certified
- First Aid/CPR/AED
- DIR certified
- Class A & C-33 license

Repair and Upgrade of Pressure Vessels and Gravity Filters:

- Wedge wire underdrains
- Wash arms, PVC laterals
- Valving & controls
- Custom fabrication of piping
- Plastic block underdrains
- Clay tile underdrains
- Air scour Systems

Concrete Restoration:

- ENDURA-FLEX coating system
- Crack injection
- Spall repairs
- Expansion joints
- Manhole coatings

Filter Surveillance:

- Scheduled annual field evaluations
- Lab testing of media
- Coatings evaluation
- Flocc & turbidity testing

ERS Industrial Services, Inc.
 2120 Warm Springs Court Fremont, CA 94539
 Phone: (510) 770-0202
Sales@ersfilter.com



ENDURA-FLEX 1988 Polyurathane Coating 250mil on Concrete



Bypass and Coating of Effluent Discharge Channel



Containment and Epoxy Coating of Microfloc Filter



Prep and Epoxy Coatings of Steel Vertical Filter

CITY OF ST. HELENA
CONSTRUCTION CONTRACT

[PROJECT NAME]

1. PARTIES AND DATE.

This Contract is made and entered into this [] day of [], 2023 by and between the City of St. Helena, a public agency of the State of California ("City") and [Contractor Name], a [Entity Type] with its principal place of business at [Contractor Address] ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing [Insert Services Provided], that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: [].

2.3 Project. City desires to engage Contractor to render such services for the [Project Name] ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment Bond (Exhibit "F")
- Fleet Compliance Certification. (Exhibit "G")
- Addenda
- Change Orders executed by the City

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project,

including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within *****INSERT NUMBER OF CALENDAR OR WORKING DAYS***** days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.2 Force Majeure. Neither City nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Five Hundred (\$500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of *****INSERT PRICE***** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which

Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's

principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. 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.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. 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.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 **Cost of Compliance.** Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance

with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality.

Contractor shall fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions

limits and permitting requirements imposed by the Bay Area Air Quality Management District (Air District) and/or California Air Resources Board (CARB). Although the Air District and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by Air District and CARB to include any item of equipment with a fuel-powered engine.

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and any subcontractors' fleet including, without limitation, all Certificates of Reported Compliance, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall indemnify District against any fines or penalties imposed by Air District, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or

otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and

what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the

subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive

or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must 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, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages

for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so

corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

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

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

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates *****INSERT TITLE*****, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on

behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

[Contractor Name]

[INSERT CONTRACTOR ADDRESS]

Attn: [***INSERT CONTRACTOR REP. NAME AND TITLE***]

CITY:

City of St. Helena

[***INSERT CITY ADDRESS***]

Attn: [***INSERT CITY REP. NAME AND TITLE***]

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this

Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ST. HELENA
AND [CONTRACTOR NAME]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

City of St. Helena

[CONTRACTOR NAME]

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____

Its: _____

Printed Name: _____

Sample

EXHIBIT "A"
SERVICES / SCHEDULE

[INSERT SCOPE OF SERVICES]

Sample

EXHIBIT "B"

PLANS AND SPECIFICATIONS

[INSERT ALL PLANS AND SPECS]

Sample

EXHIBIT "C"**SPECIAL CONDITIONS****ARTICLE 1. BONDS**

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of Payment Bond on the form supplied by the City and included as Exhibit "F" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

ARTICLE 2. Reverse Liquidated Damages Due to Unreasonable City Delay.

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$400 per Day of delay in excess of the time specified for the completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

EXHIBIT "D"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[Contractor Name]

By: _____
Signature

Name (Print)

Title (Print)

Sample

EXHIBIT “E”**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark “Yes” in response to “Small Project Exemption.”

EXHIBIT "F"
PAYMENT BOND

Sample

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of St. Helena (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to [Contractor Name] hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by

any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

- _____
 Title(s)
☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

Sample

Exhibit G
Fleet Compliance Certification.

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	September 23, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Approval of Payment for Sludge Hauling Services provided by Upper Valley Disposal in FY2024-25 in the Amount of \$37,549.26.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	The City entered into a Joint Powers Agreement with Upper Valley Waste Management Authority in 1992, who negotiated the current franchise waste agreement Upper Valley Disposal Service in 2020. On August 12, 2025, the City Council adopted Resolution 2025-088 authorizing the City Manager to enter into an agreement with Upper Valley Disposal for Sludge Hauling Services from the Wastewater Treatment Plant utilizing funds in FY25/26 & FY26/27.
STATEMENT OF THE PURPOSE:	To authorize payment of sludge hauling services provided by Upper Valley Disposal for the City's Wastewater Treatment Plant, funded from the Wastewater Enterprise Fund (Fund 571).
FINANCIAL IMPACT:	The total cost of \$37,549.26 will be funded from the approved FY24/25 Wastewater Enterprise Fund Operating Budget.

BACKGROUND:

With the commissioning of the City's new Membrane Bioreactor (MBR) facility at the Wastewater Treatment Plant, a new type of waste byproduct is being generated—condensed sludge. Unlike in the past, when sludge was stored on-site and dried for eventual reuse or disposal, the condensed nature and increased volume of the new sludge require regular hauling and disposal at a permitted landfill.

This hauling of biosolids represents a new and essential service that falls outside the scope of the City's regular waste operations. While Upper Valley Disposal currently provides waste hauling services under the City's franchise agreement, biosolids are specifically excluded from the list of acceptable materials in that agreement. As such, the City is seeking to enter into a separate arrangement with Upper Valley Disposal to provide this service. Due to the biological classification of the material, the biosolids must be transported to Potrero Hills Canyon Landfill—a specialized facility permitted to

accept this type of waste. The longer hauling distance, coupled with the landfill's tipping fees and the additional labor involved, results in higher overall costs for disposal.

DISCUSSION:

The MBR process is expected to generate between one and two 10-cubic-yard containers of sludge each week, depending on seasonal flows. The total cost to pick up, haul, and dispose of a single container is \$2,000. Over the course of the next two fiscal years, staff estimates total expenses will reach approximately \$100,000.

Staff incorporated these new operational costs into the FY25/26 & FY26/27 Wastewater operations budget. However, Council authorization is required to make these payments in FY24/25 to the franchised waste hauler.

Invoices are listed as follows:

- Invoice No. 176548559U060 – **\$10,995.00**
- Invoice No. 176668259U060 – **\$8,500.00**
- Invoice No. 176670675U060 – **\$4,414.93**
- Invoice No. 176755273U060 – **\$8,789.95**
- Invoice No. 176935655U060 – **\$4,849.38**

It should be noted that Capital Improvement Plan Project No. S27-01 for "Pond Cleaning, Decommissioning, and Repurpose" will take one of the ponds and convert into a drying bed to further remove liquid prior to hauling and reduce the quantity, frequency and associated annual cost for this service. This project is scheduled for FY26/27.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Resolution Sludge Hauling FY25](#)
[STH Contract FY2026_012_Sludge Hauling from WWTP_signed](#)
[FY25 Invoices](#)

CITY OF ST. HELENA**RESOLUTION NO. 2025-__****RESOLUTION AUTHORIZING PAYMENT OF SLUDGE HAULING SERVICES PROVIDED BY UPPER VALLEY DISPOSAL IN FY2024/25 IN THE AMOUNT OF \$37,549.26****RECITALS**

- A. The City of St. Helena commissioned a Membrane Bioreactor (MBR) facility at the Wastewater Treatment Plant, which produces condensed sludge requiring off-site hauling and disposal; and
- B. Upper Valley Disposal provided sludge hauling and disposal services to a permitted landfill during FY2024/25; and
- C. The City received invoices for said services in FY2024/25 totaling \$37,549.26; and
- D. Sufficient funds are available in the Wastewater Enterprise Fund (Fund 571) operating budget to pay these invoices; and
- E. On August 12, 2025 the City Council adopted Resolution 2025-088 authorizing the City Manager to enter into an agreement with Upper Valley Disposal for sludge hauling services.

RESOLUTION

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

1. Authorize payment to Upper Valley Disposal for sludge hauling services provided in FY2024/25 in the total amount of \$37,549.26.

2. Funding is as follows:

Description	Fund	GL Account	Amount
Wastewater Treatment Plant Other Contract Services	571-Wastewater Enterprise	571-50-29-21-45	\$37,549.26

Approved at a Regular Meeting of the St. Helena City Council on September 23, 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

STH Contract FY2026-012

**CITY OF ST. HELENA
SERVICES AGREEMENT
Sludge Hauling for Wastewater Treatment Plant**

This Services Agreement ("Agreement") is made and entered into as of January 1, 2025 by and between the City of St. Helena, a public agency organized and operating under the laws of the State of California ("City"), and Upper Valley Recycling, Inc., with its principal place of business at 1285 Whitehall Lane, St. Helena, CA 94517 (hereinafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of services for the following project:

Dewatered Sludge Hauling for Wastewater Treatment Plant for the City of St. Helena
(hereinafter referred to as "the Services").

B. Contractor is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Contractor to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

a. Contractor shall provide the City with the services described herein and shall provide all labor, equipment, and transportation necessary for the regular pick-up, hauling, and disposal of dewatered sludge generated by the City of St. Helena Wastewater Treatment Plant ("Services"). Services shall include the collection of sludge from on-site containers and delivery to an authorized disposal facility in full compliance with all applicable local, state, and federal regulations.

b. The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste, including dewatered sludge, generated or collected by City at the locations specified herein (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and City agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). City agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of the Waste Materials as reasonably provided by Contractor. In the event that any Waste Materials furnished to Contractor by City are, due to presence of contaminants, rejected by a recycling facility, Contractor may, in addition to its other remedies, require City to pay Contractor the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such

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Waste Materials. Contractor shall not be responsible for and has not made any representation to City regarding the ultimate recycling of such Waste Materials by a third-party facility.

c. Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with City and City expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

d. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, City acknowledges that it has care, custody and control of the equipment while at City's location and accepts responsibility for loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. City shall not overload by weight or volume. City shall use the equipment only for its proper and intended purpose. City agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify City and afford City a reasonable opportunity to provide the required access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified herein or provided in relation hereto.

e. Contractor will not be responsible for damage to any pavement, curbing, driving surface or right of way, and City agrees to assume all liabilities for any such damage, resulting from Contractor's reasonable use of such pavement, curbing, driving surface, or right of way in providing service at City's location.

2. Compensation.

a. The City shall pay Contractor \$2,000.00 each time Contractor collects for disposal one (1) ten (10) cubic yard roll-off container.

b. In no event shall the total amount paid for services rendered by Contractor under this Agreement exceed the sum of **\$2,000 per 10 cubic yard waste load**. This amount is to cover all costs associated with hauling and disposal costs, and the City will not pay any additional fees for either or any additional services. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Contractor for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Contractor or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Contractor with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

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4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services provided under this Agreement shall be maintained by Contractor and made reasonably available at all reasonable times during the contract period and for four (4) years from the date of final payment under this Agreement.

5. Term

The term of this Agreement shall be from **July __, 2025 until July 1, 2027** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement. Contractor shall perform the Services in a prompt and timely manner within the term of this Agreement.

6. Excused Performance.

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

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

7. Compliance with Law.

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

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

c. If applicable, Contractor is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of Contractor's Services performed under this Agreement; provided, that Contractor shall not be responsible for cleaning up or removing any Excluded Waste produced by the City.

8. Standard of Care; Performance of Employees

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

b. Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees

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and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. Following written notification from the City, Contractor shall reperform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from performing any Services under this Agreement by the Contractor and shall not be re-employed to perform any of the Services.

9. Assignment and Subcontracting

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

(1) Bodily Injury and Property Damage

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- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

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

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

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

(ii) To the extent Contractor has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Contractor shall maintain full compensation insurance for all persons employed directly by it to carry out the work contemplated under this Agreement, all in accordance with the "Workers'

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Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Reserved

e. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$2,000,000 per occurrence/ \$5,000,000 aggregate \$2,000,000 products completed operations \$1,000,000 personal & advertising injury
Automobile Liability	\$5,000,000 combined single limit
Employer's Liability	\$1,500,000 per accident or disease
Umbrella Liability	\$5,000,000 per occurrence/aggregate

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

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

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

g. Policy Provisions Required

(i) Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of

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this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

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

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors, for claims submitted pursuant to this Agreement; provided, however, such waiver shall not apply to damage or liability caused by the City.

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems

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necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(iii) The City may reasonably require the Contractor to provide declarations, endorsements, certificates of insurance, or other documents as may be reasonably necessary for the City to confirm that the Contractor has secured limits of insurance as required by this Agreement.

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

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

12. Indemnification.

a. To the fullest extent permitted by law, Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent resulting from (i) the negligent acts, errors, or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Services or this Agreement, or (ii) Contractor's breach of the covenants, agreements, representations, or warranties stated herein, including without limitation the payment of all damages, expert witness fees and reasonable attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

13. California Labor Code Requirements.

a. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775),

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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 Contractor and all subcontractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Services and require the same of any subcontractors, 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 Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

14. Safety.

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

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

16. INTENTIONALLY DELETED

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17. Laws and Venue.

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

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Contractor. City shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Services for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Contractor of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work. Provided, however, the City shall remain responsible for any liability incurred by the City prior to the termination of this Agreement.

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

19. Ownership of Confidential Information.

a. During the course of the performance of this Agreement, Contractor may receive written or verbal information from City, its representatives or agents, not in the public domain, and such information may include City's know how, trade secrets, and other proprietary and confidential information ("Confidential Information"). Contractor agrees to treat such information as confidential information belonging to City. Contractor agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Contractor agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Contractor shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation. Confidential Information shall not include any information which (i) was in Contractor's possession before receipt from the City; (ii) is or becomes a matter of public knowledge through no fault or violation of Contractor; (iii) is rightfully received by Contractor from a third party who, to the Contractor's knowledge, is not under a duty of confidentiality to the City; (iv) is disclosed by the City to a third party without a duty of confidentiality to the City imposed on such third party; or (v) is independently developed by the Contractor.

20. Reserved.21. Limitation of Agreement.

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83578 00011 43960851 3

This Agreement is limited to and includes only the Services described above.

22. Notice

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

CITY:

City of St. Helena
1088 College Avenue
St. Helena CA 94753
Attn: Lesley Milton, Assistant to the City Manager

CONTRACTOR:

Upper Valley Disposal Service
1285 Whitehall Lane
St. Helena, CA 94517
Attn: Andrew Kennedy

With a copy to:
Waste Connections
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

and shall be effective upon receipt thereof.

23. Third Party Rights

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

24. Equal Opportunity Employment

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

25. Entire Agreement

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

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26. Severability

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

27. Successors and Assigns

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

28. Non-Waiver

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

29. Time of Essence

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

30. City's Right to Employ Other Contractors

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

31. Prohibited Interests

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND UPPER VALLEY DISPOSAL SERVICE**

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

CITY OF ST. HELENA

By: 

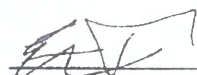
Anil Comelo
City Manager

UPPER VALLEY RECYCLING, INC.

By: 

Name: Mark Gering
Title: Division Vice President

ATTEST:

By: 

Ethan Walsh, City Attorney

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83578.0001143960851.3



UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382
DISTRICT NO. 4060

CITY OF ST HELENA
1572 RAILROAD AVE
SAINT HELENA CA 94574

ACCOUNT NO.
INVOICE NO.
STATEMENT DATE
DUE DATE
BILLING PERIOD

4060-6182573
176548559U060
02/01/25
On Receipt
01/01/25 - 01/31/25

FOR ASSISTANCE
Customer Service
One Time Payments

707-963-7988
800-457-1379

INVOICE STATEMENT

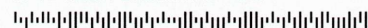
Date	Description	Amount
	Service Location Acct #6182573 Ma City Of St Helena Wst Wtr Pln 1 Chaix Ln	
01/06/25	Bulky Item Charge 1170079 1 Each @ \$125.00	\$ 125.00
01/06/25	Bulky Item Charge 1170081 1 Each @ \$125.00	\$ 125.00
01/06/25	Bulky Item Charge 1170082 1 Each @ \$125.00	\$ 125.00
01/06/25	Disposal Fee By Ton - Ro 1170081 8 Each @ \$0.00	\$ 0.00
01/06/25	Disposal Fee By Ton - Ro 1170082 7.4 @ \$0.00	\$ 0.00
01/06/25	Disposal Fee By Ton - Ro 1170079 8.18 @ \$0.00	\$ 0.00
01/06/25	Haul 10 Yd Dirt/Rock/Concrete 1170081 1 Each @ \$2000.00	\$ 2,000.00
01/06/25	Haul 10 Yd Dirt/Rock/Concrete 1170082 1 Each @ \$2000.00	\$ 2,000.00
01/06/25	Haul 10 Yd Dirt/Rock/Concrete 1170079 1 Each @ \$2000.00	\$ 2,000.00
01/13/25	Bulky Item Charge 1172508 1 Each @ \$125.00	\$ 125.00
01/13/25	Disposal Fee By Ton - Ro 1172508 7.52 @ \$0.00	\$ 0.00
01/13/25	Haul 10 Yd - Ro 1 Each @ \$2000.00	\$ 2,000.00

Please remit to the address below and return your remit stub with your payment.



UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382

AV 01 035264 21321H104 A**5DGT



CITY OF ST HELENA
1572 RAILROAD AVE
SAINT HELENA CA 94574-1106

ACCOUNT NO.
INVOICE NO.
STATEMENT DATE
DUE DATE
PAY THIS AMOUNT

4060-6182573
176548559U060
02/01/25
On Receipt
\$10,995.00

WRITE IN AMOUNT PAID	\$
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MAIL PAYMENT TO:
UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 7428
PASADENA CA 91109-7428



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035264 1/1

PAGE 2

UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382
DISTRICT NO. 4060

ACCOUNT NO.
INVOICE NO.
STATEMENT DATE
DUE DATE
BILLING PERIOD

4060-6182573
176548559U060
02/01/25
On Receipt
01/01/25 - 01/31/25

CITY OF ST HELENA
1572 RAILROAD AVE
SAINT HELENA CA 94574

INVOICE STATEMENT (continued)

Date	Description		Amount
	1172508		
01/17/25	Bulky Item Charge	1 Each @ \$125.00	\$ 125.00
	1175536		
01/17/25	Bulky Item Charge	1 Each @ \$125.00	\$ 125.00
	1175234		
01/17/25	Disposal Fee By Ton - Ro	7.63 @ \$0.00	\$ 0.00
	1175234		
01/17/25	Haul 10 Yd - Ro	1 Each @ \$2000.00	\$ 2,000.00
	1175234		
01/17/25	Trip Fee - Ro	1 Each @ \$245.00	\$ 245.00
	1175536		
	Current Charges And Fees		\$ 10,995.00
	Total Due		\$ 10,995.00

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Street Address _____
City _____ State _____ Zip _____
Phone () _____





UPPER VALLEY DISPOSAL SERVICE
A Waste Connections Company
PO Box 382
SAINT HELENA, CA, 94574-0382
DISTRICT NO. 4060

ACCOUNT NO. 4060-6182573
INVOICE NO. 176668259U060
STATEMENT DATE 3/1/2025
DUE DATE On Receipt
BILLING PERIOD 2/1/2025-2/28/2025
FOR ASSISTANCE CALL
CUSTOMER SERVICE 707-963-7988
ONE TIME PAYMENTS 800-457-1379

CITY OF ST HELENA
1572 RAILROAD AVE
SAINT HELENA, CA 94574

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$10995.00
	Total Payments	\$0.00
	Service Location	
	Acct #4060-6182573	
	MA CITY OF ST HELENA WST WTR PLNT	
	1 CHAIX LN	
2/3/2025	HAUL 10 YD - RO 1179700	(1.0000 @ \$2000.00) \$2000.00
2/3/2025	DISPOSAL FEE BY TON - RO 1179700	(7.5700 @ \$0.00) \$0.00
2/3/2025	BULKY ITEM CHARGE 1179700	(1.0000 @ \$125.00) \$125.00
2/6/2025	DISPOSAL FEE BY TON - RO 1182205	(6.5800 @ \$0.00) \$0.00
2/6/2025	BULKY ITEM CHARGE 1182205	(1.0000 @ \$125.00) \$125.00
2/6/2025	HAUL 10 YD - RO 1182205	(1.0000 @ \$2000.00) \$2000.00
2/13/2025	DISPOSAL FEE BY TON - RO 1184354	(7.4300 @ \$0.00) \$0.00
2/13/2025	BULKY ITEM CHARGE 1184354	(1.0000 @ \$125.00) \$125.00
2/13/2025	HAUL 10 YD - RO 1184354	(1.0000 @ \$2000.00) \$2000.00
2/20/2025	BULKY ITEM CHARGE 1186609	(1.0000 @ \$125.00) \$125.00
2/20/2025	DISPOSAL FEE BY TON - RO 1186609	(7.1000 @ \$0.00) \$0.00
2/20/2025	HAUL 10 YD - RO 1186609	(1.0000 @ \$2000.00) \$2000.00
	4060-6182573 Charges and Fees	\$8500.00
	Current Charges and Fees	\$8500.00
	Total Due:	\$19495.00

----- Please remit to the address below and return your remit stub with your payment -----

UPPER VALLEY DISPOSAL SERVICE
A Waste Connections Company
PO Box 382
SAINT HELENA, CA, 94574-0382

ACCOUNT NO. 4060-6182573
INVOICE NO. 176668259U060
STATEMENT DATE 3/1/2025
DUE DATE On Receipt

PAY THIS AMOUNT \$19495.00

WRITE AMOUNT PAID	\$
-------------------------	----

MAIL PAYMENTS TO:
UPPER VALLEY DISPOSAL SERVICE
A Waste Connections Company
PO BOX 7428
PASADENA, CA, 91109-7428

CITY OF ST HELENA
1572 RAILROAD AVE
SAINT HELENA, CA 94574

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UPPER VALLEY DISPOSAL SERVICE
A Waste Connections Company
PO Box 382
SAINT HELENA, CA, 94574-0382
DISTRICT NO. 4060

ACCOUNT NO. 4060-6182573
INVOICE NO. 176670675U060
STATEMENT DATE 4/1/2025
DUE DATE On Receipt
BILLING PERIOD 3/1/2025-3/31/2025
FOR ASSISTANCE CALL
CUSTOMER SERVICE 707-963-7988
ONE TIME PAYMENTS 800-457-1379

CITY OF ST HELENA
1572 RAILROAD AVE
SAINT HELENA, CA 94574

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$19495.00
	Total Payments	\$0.00
	Service Location	MA CITY OF ST HELENA WST WTR PLNT
	Acct #4060-6182573	1 CHAIX LN
3/3/2025	BULKY ITEM CHARGE 1189990	(1.0000 @ \$125.00) \$125.00
3/3/2025	HAUL 10 YD - RO 1189990	(1.0000 @ \$2000.00) \$2000.00
3/3/2025	DISPOSAL FEE BY TON - RO 1189990	(6.8900 @ \$0.00) \$0.00
3/20/2025	DISPOSAL FEE BY TON - RO 1197043	(6.1000 @ \$0.00) \$0.00
3/20/2025	BULKY ITEM CHARGE 1197043	(1.0000 @ \$125.00) \$125.00
3/20/2025	HAUL 10 YD - RO 1197043	(1.0000 @ \$2000.00) \$2000.00
3/27/2025	FINANCE CHARGE (3/27/2025 - 3/27/2025)	(1.0000 @ \$164.93) \$164.93
	4060-6182573 Charges and Fees	\$4414.93
	Current Charges and Fees	\$4414.93
	Total Due:	\$23909.93

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UPPER VALLEY DISPOSAL SERVICE
A Waste Connections Company
PO Box 382
SAINT HELENA, CA, 94574-0382

ACCOUNT NO. 4060-6182573
INVOICE NO. 176670675U060
STATEMENT DATE 4/1/2025
DUE DATE On Receipt

PAY THIS AMOUNT \$23909.93

WRITE AMOUNT PAID	\$
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CITY OF ST HELENA
1572 RAILROAD AVE
SAINT HELENA, CA 94574

MAIL PAYMENTS TO:
UPPER VALLEY DISPOSAL SERVICE
A Waste Connections Company
PO BOX 7428
PASADENA, CA, 91109-7428

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UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382
DISTRICT NO. 4060

CITY OF ST HELENA
1080 COLLEGE AVE
SAINT HELENA CA 94574

ACCOUNT NO. 4060-6182573
INVOICE NO. 176755273U060
STATEMENT DATE 05/01/25
DUE DATE On Receipt
BILLING PERIOD 04/01/25 - 04/30/25

FOR ASSISTANCE
Customer Service 707-963-7988
One Time Payments 800-457-1379

PAGE 1

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INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 23,909.93
04/04/25	Comm Adjustment Finance Charge	\$ -164.93
	Total Payments And Credits	\$ -164.93
	Service Location	
	Acct #6182573	
03/28/25	Bulky Item Charge	\$ 125.00
	1200149	
03/28/25	Disposal Fee By Ton - Ro	\$ 0.00
	1200149	
03/28/25	Haul 10 Yd - Ro	\$ 2,000.00
	1200149	
04/03/25	Bulky Item Charge	\$ 125.00
	1202176	
04/03/25	Disposal Fee By Ton - Ro	\$ 0.00
	1202176	
04/03/25	Haul 10 Yd - Ro	\$ 2,000.00
	1202176	
04/17/25	Bulky Item Charge	\$ 125.00
	1206308	
04/17/25	Disposal Fee By Ton - Ro	\$ 0.00
	1206308	
04/17/25	Haul 10 Yd - Ro	\$ 2,000.00
	1206308	

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UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382

MD 01 078269 62124H 207 ASNGLP

CITY OF ST HELENA
1080 COLLEGE AVE
SAINT HELENA CA 94574

ACCOUNT NO. 4060-6182573
INVOICE NO. 176755273U060
STATEMENT DATE 05/01/25
DUE DATE On Receipt
PAY THIS AMOUNT \$32,534.95

WRITE IN AMOUNT PAID \$

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PAGE 2

UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382
DISTRICT NO. 4060

CITY OF ST HELENA
1080 COLLEGE AVE
SAINT HELENA CA 94574

ACCOUNT NO. 4060-6182573
INVOICE NO. 176755273U060
STATEMENT DATE 05/01/25
DUE DATE On Receipt
BILLING PERIOD 04/01/25 - 04/30/25

INVOICE STATEMENT (continued)

Date	Description	Amount
04/18/25	Bulky Item Charge 1207485	1 Each @ \$125.00 \$ 125.00
04/18/25	Disposal Fee By Ton - Ro 1207485	7.09 @ \$0.00 \$ 0.00
04/18/25	Haul 10 Yd - Ro 1207485	1 Each @ \$2000.00 \$ 2,000.00
	Finance Charge	\$ 289.95
	Current Charges And Fees	\$ 8,789.95
	Total Due	\$ 32,534.95

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Phone () _____



UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382
DISTRICT NO. 4060

CITY OF ST HELENA
1080 COLLEGE AVE
SAINT HELENA CA 94574

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ACCOUNT NO.
INVOICE NO.
STATEMENT DATE
DUE DATE
BILLING PERIOD

PAGE 1
4060-6182573
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07/01/25
On Receipt
06/01/25 - 06/30/25

FOR ASSISTANCE
Customer Service
One Time Payments

707-963-7988
800-457-1379

INVOICE STATEMENT

Date	Description	Amount
	Previous Balance	\$ 40,926.95
	Service Location	Ma City Of St Helena Wst Wtr Pln
	Acct #6182573	1 Chalk Ln
06/02/25	Bulky Item Charge 1225568	1 Each @ \$125.00 \$ 125.00
06/02/25	Disposal Fee By Ton - Ro 1225568	5.77 @ \$0.00 \$ 0.00
06/02/25	Haul 10 Yd - Ro 1225568	1 Each @ \$2000.00 \$ 2,000.00
06/16/25	Bulky Item Charge 1231820	1 Each @ \$125.00 \$ 125.00
06/16/25	Delivery Fee 10 Yd - Ro 1231820	1 Each @ \$0.00 \$ 0.00
06/17/25	Bulky Item Charge 1228939	1 Each @ \$125.00 \$ 125.00
06/17/25	Disposal Fee By Ton - Ro 1228939	5.75 @ \$0.00 \$ 0.00
06/17/25	Haul 10 Yd - Ro 1228939	1 Each @ \$2000.00 \$ 2,000.00
	Finance Charge	\$ 474.38
	Current Charges And Fees	\$ 4,849.38
	Total Due	\$ 45,776.33

Please remit to the address below and return your remit stub with your payment.



UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382

MD 01 100524 52686H 268 ASNGLP



CITY OF ST HELENA
1080 COLLEGE AVE
SAINT HELENA CA 94574

ACCOUNT NO.
INVOICE NO.
STATEMENT DATE
DUE DATE
PAY THIS AMOUNT

4060-6182573
176935655U060
07/01/25
On Receipt
\$45,776.33

WRITE IN AMOUNT PAID	\$
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UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 7428
PASADENA CA 91109-7428



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PAGE 2 *

UPPER VALLEY DISPOSAL SERVICE
A WASTE CONNECTIONS COMPANY
PO BOX 382
SAINT HELENA CA 94574-0382
DISTRICT NO. 4060

ACCOUNT NO.
INVOICE NO.
STATEMENT DATE
DUE DATE
BILLING PERIOD

4060-6162573
17693555U060
07/01/25
On Receipt
06/01/25 - 06/30/25

CITY OF ST HELENA
1080 COLLEGE AVE
SAINT HELENA CA 94574

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Phone () _____



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	September 23, 2025
FROM:	Eric Janzen, Assistant Public Works Director, Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed approval of a resolution approving the Final Map for 1446 Sulphur Springs Avenue and authorizing the City Clerk to record the Final Map.
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Approve and Record the Final Map for 1446 Sulphur Springs Avenue.
FINANCIAL IMPACT:	None.

BACKGROUND:

On August 21, 2024, the Tentative Parcel Map was administratively approved for Jagodinka & Mitch Alimpic to subdivide an approximate 32,622 square foot (sf) parcel located at 1446 Sulphur Springs Avenue, APN 009-433-031, into two parcels. Lot 1 would be approximately 19,299 sf while Lot 2 would be approximately 13,323 sf. Each lot would retain one of the two existing single-family homes. The approval was conditioned upon the applicant completing all conditions of approval prior to recordation of the Final Map. Pursuant to St. Helena Municipal Code Section 16.20.080, the City Council is the approving authority for Final Maps.

DISCUSSION:

The subject parcel is located in the Medium Density Residential (MR) Zoning District. The proposed subdivision is consistent with the land use designation and development standards established in the City's 2040 General Plan Update. Both proposed parcels have access to City water, while City sewer is anticipated to become available in the near future.

Although the St. Helena Municipal Code allows the Community Development Director to approve Urban Lot Splits ministerially, this application required additional review due to existing site conditions. Specifically, both existing homes are served by private septic systems and the system serving the westernmost residence (Lot 1) is located entirely on the proposed eastern parcel (Lot 2). This configuration raised a public health and safety concern under the Subdivision Map Act.

To address this issue, Public Works required a utility easement over Lot 2 in favor of Lot 1 to allow continued use and maintenance of the septic system. Because this remedy introduced a discretionary condition, the Lot Split could not be approved ministerially. This requirement was formalized as Condition of Approval #15 on the Tentative Parcel Map and is reflected on the Final Map.

City staff has reviewed the Final Map and determined that it is in substantial conformance with the approved Tentative Parcel Map. The Final Map complies with all applicable provisions of the California Subdivision Map Act and the City of St. Helena Municipal Code. Furthermore, all conditions of approval associated with the Tentative Parcel Map have been satisfied.

ENVIRONMENTAL REVIEW:

The proposed Final Map is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, In-Fill Development Projects. The project is consistent with the General Plan and zoning regulations, is located within city limits on a site less than five acres, is surrounded by urban development, has no value as habitat for endangered or threatened species, and would not result in any significant effects related to traffic, noise, air quality, or water quality. Adequate public services and utilities are available to serve the project.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Resolution](#)
[Exhibit A](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

Resolution Authorizing the Approval of the Final Map for 1446 Sulphur Springs Avenue and Authorizing the City Clerk to Record the Final Map.

RECITALS

- A. On August 21, 2024, the Tentative Parcel Map for 1446 Sulphur Springs Avenue was approved; and
- B. Jagodinka and Mitch Alimpic submitted to the City for approval a Final Map, attached hereto as Exhibit A, for the Tentative Parcel Map; and
- C. City staff has reviewed the proposed Final Map and finds it to be technically correct and that all applicable Final Map conditions of approval have been satisfied.

RESOLUTION

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

1. Finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332, which exempts projects characterized as in-fill development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services.
2. The location and configuration of the lots to be created by the Final Map substantially comply with the previously approved Tentative Parcel Map.
3. The Final Map located at 1446 Sulphur Springs Avenue, a copy of which is hereby attached as Exhibit A and made part of this Resolution, is hereby approved.
4. Directs the City Clerk to transmit the Final Map to the County Records of the County of Napa for recording.

Approved at a Regular Meeting of the St. Helena City Council on September 23, 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

OWNERS' STATEMENT:

THE UNDERSIGNED, JAGODINKA ALIMPIC & MILOVAN ALIMPIC, DO HEREBY CERTIFY THEY ARE THE ONLY ENTITIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON ENTITLED "PARCEL MAP OF THE LANDS OF JAGODINKA ALIMPIC & MILOVAN ALIMPIC" CONSISTING OF 2 SHEETS, INCLUDING THIS ONE, AND THEY DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

IN WITNESS THEREOF, I HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS

DAY _____ OF _____, 2025

BY: _____
JAGODINKA ALIMPIC, PROPERTY OWNER

BY: _____
MILOVAN ALIMPIC, PROPERTY OWNER

NOTE: PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66445(E) TRUSTEE AND/OR BENEFICIARY SIGNATURES ARE NOT SHOWN HEREON.

NOTARY'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA } ss
COUNTY OF _____
ON _____ BEFORE ME, _____
(INSERT NAME AND TITLE OF THE OFFICER)

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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: _____
PRINTED NAME: _____
PRINCIPAL COUNTY OF BUSINESS: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JAGODINKA ALIMPIC AND MILOVAN ALIMPIC IN FEBRUARY, 2024 ON THE DAYS OF THE 23RD, 26TH AND 28TH. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET AT SUCH POSITIONS WITHIN ONE YEAR FROM THE DATE OF FILING OF THIS MAP, THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE PARCEL MAP AND THAT THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE 7/28/2025 _____
RANDAL E. BRYANT L.S. 6591



CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP OF THE LANDS OF JAGODINKA ALIMPIC & MILOVAN ALIMPIC" AND THAT SAID SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE PARCEL MAP HAVE BEEN COMPILED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE 9/10/25 _____
JOSEPH LEACH, PE
CITY ENGINEER
CITY OF ST. HELENA, CALIFORNIA



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION ON BEHALF OF THE CITY ENGINEER AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE 9/9/2025 _____
ANTHONY G. CINQUINI, LIC. 8614



CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____, THIS MAP ENTITLED "PARCEL MAP OF THE LANDS OF JAGODINKA ALIMPIC & MILOVAN ALIMPIC," WAS FILED WITH THE CITY COUNCIL FOR APPROVAL AS REQUIRED BY LAW; THAT BY RESOLUTION DULY ADOPTED AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____ SAID COUNCIL APPROVED SAID MAP.

IN WITNESS THEREOF, I HAVE HEREUNTO SET OUR HAND AND AFFIXED THE SEAL OF THE CITY OF ST. HELENA, THIS _____ DAY OF _____, 20____.

ERIKA OPP, ACTING CITY CLERK
CITY OF ST. HELENA, CALIFORNIA

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED WITHIN THE SUBDIVISION, THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST THE PROPERTY WITHIN THE SUBDIVISION, WHICH ARE NOT YET PAYABLE.

TAMIE R. FRASIER DATE
COUNTY TAX COLLECTOR AND REDEMPTION OFFICER

DEPUTY DATE

COUNTY RECORDER'S CERTIFICATE:

THE MAP ENTITLED "PARCEL MAP OF THE LANDS OF JAGODINKA ALIMPIC & MILOVAN ALIMPIC" IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE AS PER GUARANTEE OF TITLE MADE BY _____ DATED THE _____ DAY OF _____, 20____, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES WITH THE PROVISIONS OF CHAPTER 670 OF THE STATUTES AND SUBDIVISION REGULATIONS ADOPTED PURSUANT THERETO. FILED AT THE REQUEST OF REB ENGINEERING INC., AT _____ MINUTES PAST _____ O'CLOCK AM/PM ON THE _____ DAY OF _____, 20____, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, IN BOOK _____ OF MAPS AT PAGES _____.

RECORDER'S SERIAL NO. _____
FEE PAID _____
JOHN TUTEUR
COUNTY RECORDER IN AND FOR THE COUNTY OF NAPA,
STATE OF CALIFORNIA
DEPUTY RECORDER

PARCEL MAP

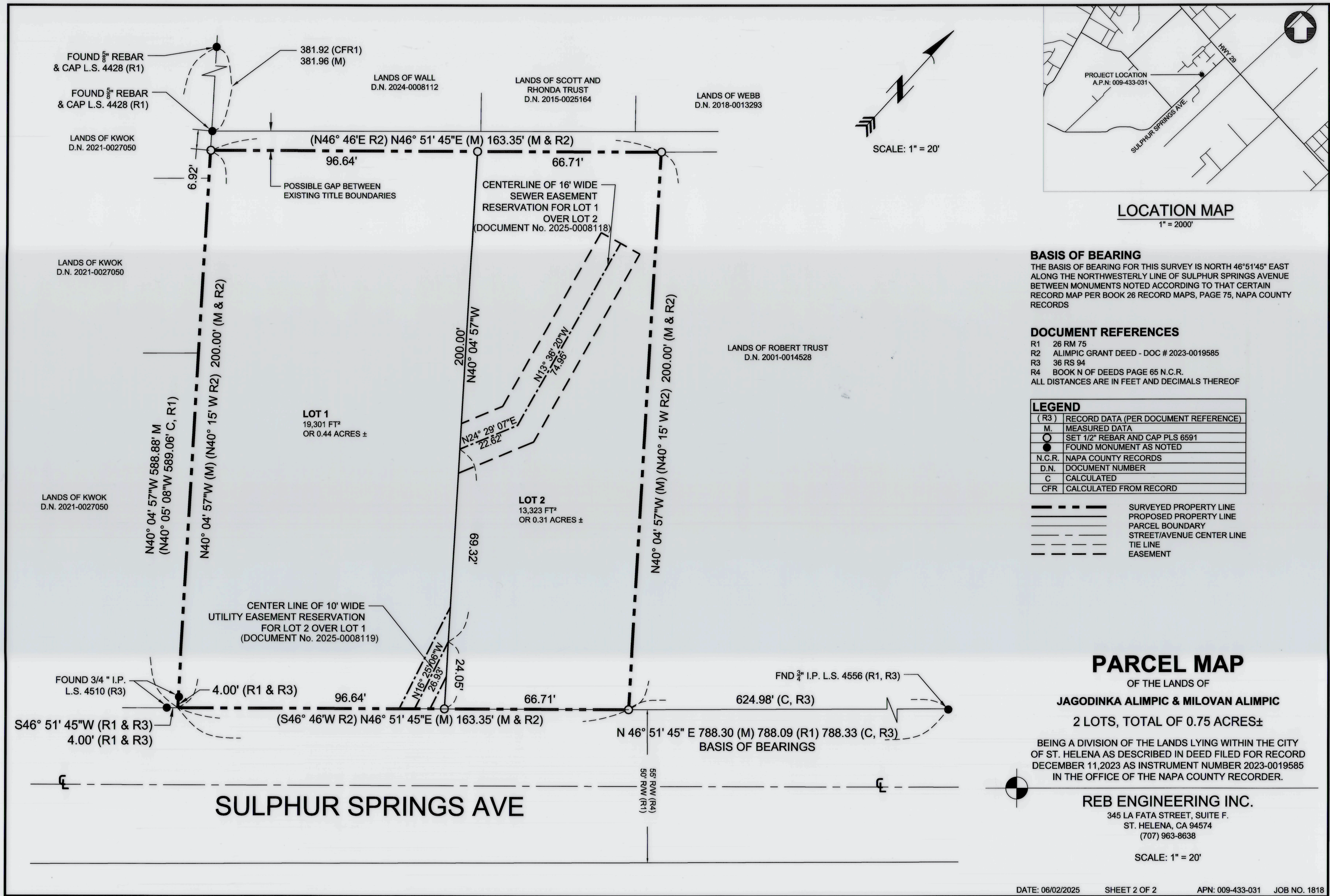
OF THE LANDS OF

JAGODINKA ALIMPIC & MILOVAN ALIMPIC

BEING A SUBDIVISION OF THE LANDS LYING WITHIN THE CITY OF ST. HELENA AS DESCRIBED IN DEED FILED FOR RECORD DECEMBER 11, 2023 AS INSTRUMENT NUMBER 2023-0019585 IN THE OFFICE OF THE NAPA COUNTY RECORDER.

REB ENGINEERING INC.

345 LA FATA STREET, SUITE F.
ST. HELENA, CA 94574
(707) 963-8638





Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	September 23, 2025
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Adopt a Resolution authorizing the approval of a Professional Services Agreement with Arise Solutions LLC for Planning Services in a not to exceed contract amount of \$25,000.
RECOMMENDED ACTION:	Staff recommends City Council approve the attached resolution.
PREVIOUS COUNCIL ACTION:	n/a
STATEMENT OF THE PURPOSE:	To provide planning support to the City with Local Agency Formation Commission (LAFCo) related research and consultation.
FINANCIAL IMPACT:	The financial impact of this action is \$25,000, which will be covered by previously budgeted General Fund appropriations in GL Account 101-42-00-21-45.

BACKGROUND:

The City of St. Helena is currently undergoing a Municipal Services Review (MSR) by the Napa County Local Agency Formation Commissions (LAFCo). The city council has directed staff to explore expansion opportunities and develop “spheres of influence” and other necessary constructs to create the possibility of future annexation(s) should an opportunity presents itself. The process of pursuing annexation requires specialized expertise and knowledge and can be time consuming. Due to lack of internal expertise and limited internal staff resources to assist with endeavor, the involvement of a planning consultant with suitable experience is warranted.

DISCUSSION:

In order to be responsive to the City Council goals of exploring possible annexations and developing mechanisms to facilitate future annexations, the onboarding of outside expertise is critical. Arise has over 20 years’ experience involving municipal planning and complex land use processes such as annexations.

The proposed scope of work includes:

Annexation Analysis and Strategy

- Evaluate potential annexation areas, including fiscal, land use, infrastructure, and community service implications.

- Coordinate with the County, LAFCO, and regional stakeholders to ensure compliance with statutory requirements.
- Advise strategic annexation frameworks that balance community growth, fiscal sustainability, and long-term land use goals.

ENVIRONMENTAL REVIEW: n/a

GOAL:

Goal 1: Strengthen Financial Sustainability
Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Resolution PSA Arise](#)
[PSA Arise 9-23-2025 combined](#)

CITY OF ST. HELENA

RESOLUTION NO 2025-

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARISE SOLUTIONS LLC FOR PLANNING AND ANNEXATION SUPPORT SERVICES FOR \$25,000.

RECITALS

- A. The City will start discussions with the County and LAFCO in fall of 2025 to explore potential annexations; and
- B. The City desires to have Arise Solutions LLC assist with this process as they have experience and expertise in this specialized field of planning ; and
- C. The City of St. Helena and Arise Solutions LLC now desire to enter into an Agreement for \$25,000 for support with annexation consulting.

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 a Professional Services Agreement with Arise Solutions LLC for a total contract amount not-to-exceed \$25,000.
- 2. Funding is as follows:

Funding Details	Fund	GL Account	Amount
Funding Previously Authorized in the FY 2025-26 Operating Budget	General Fund	101-42-00-21-45	\$25,000
TOTAL			\$25,000

Approved at a Regular Meeting of the St. Helena City Council on September 23, 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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on September 23, 2025 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Arise Solutions LLC(Consultant).

RECITALS:

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

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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

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the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

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

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

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

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

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

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

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

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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

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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

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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: Arise Solutions LLC
 1260 Van Dyck Dr.,
 Sunnyvale, CA 94087

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:

City:

By: _____
Name: Pamela T. Wu
Title: Principal

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



EXHIBIT A

I. Introduction

The City of St. Helena is evaluating opportunities to strategically guide growth, strengthen land use planning, and consider annexation opportunities that align with its General Plan and community vision. Arise Solutions Principal Consultant, Pamela Wu, AICP, offers over 20 years of municipal leadership and planning expertise, including annexation negotiations, zoning and general plan implementation, and intergovernmental coordination with counties, LAFCO, and regional agencies. This scope of work outlines proposed consulting services to support the City in advancing annexation and/or associated land use initiatives.

II. Scope of Services

1. Annexation Analysis and Strategy

- Evaluate potential annexation areas, including fiscal, land use, infrastructure, and community service implications.
- Coordinate with the County, LAFCO, and regional stakeholders to ensure compliance with statutory requirements.
- Advise strategic annexation frameworks that balance community growth, fiscal sustainability, and long-term land use goals.

2. General Plan, Zoning, and Land Use Consistency

- Review City of St. Helena's General Plan, Zoning Ordinances, and all applicable policies to identify amendments necessary to support annexation and future growth.
- Advise applicable zoning and land use policy recommendations to ensure compliance and enable desired community development outcomes.
- Ensure policies align with applicable legislations, mandates, and regional transportation/land use frameworks.

3. Community Engagement and Stakeholder Collaboration

- Facilitate workshops, if necessary, with City Council, Planning Commission, and community stakeholders to build consensus on annexation and land use efforts.
- Advise applicable communication methods (e.f. In-person workshop, townhalls, social media posts, etc.) to advance clarity regarding any annexation process involved.
- Advise the City Council and staff in leading structured outreach to ensure transparency and alignment with community values.



4. Intergovernmental and Agency Coordination

- Serve as the designee for the City Manager in collaborating with external stakeholders to ensure seamless interagency collaboration.
- Navigate and advise state and federal agency requirements for land use, environmental review, and associated development approvals.

5. On-Call Technical Assistance

- One-on-one and/or group technical assistance to city staff on an as-needed basis.

III. Consultant Qualifications (see attached resume)

Pamela T. Wu, AICP, is a seasoned municipal executive and planner with demonstrated success in:

- Leading annexation planning efforts (Lehigh Quarry future uses in City of Cupertino; Gilroy Sports Park / Sharks practice facility project in City of Gilroy).
- Coordinating across agencies, such as LAFCO, counties, regional authorities, and associated stakeholders.
- Aligning General Plan and Housing Element policies with state mandates.
- Engaging communities through transparent, inclusive, and results-driven processes.
- Negotiating high-value developer agreements to secure community benefits and sustainable revenues.

IV. Rate Schedule

Principal Advisor / Project Manager \$250.00 / Hour*

**Reimbursable direct costs, including mileage and per diem, will be billed in accordance with City policies and IRS-published rates, plus a ten percent (10%) administrative fee.*

**Services will be provided primarily via email, conference call, and video conferencing. Should on-site meetings be requested, associated costs will be billed at standard rates.*

**On-call services do not include preparation of staff reports or attendance at public hearings. If such services are requested, additional time and costs will be invoiced to the City.*

**Invoices will be submitted to the City on a monthly basis for services rendered. Payment is due within thirty (30) days of the invoice date. Past-due balances are subject to a late fee of 1.5% per month. The City must notify Arise of any disputed charges within five (5) business days of receipt; otherwise, the invoice will be deemed accurate and accepted.*



PAMELA T. WU, AICP

City Manager | Urban Planning Leader | Public Sector Strategist
 pamela.wu@arise-sol.com / www.linkedin.com/in/pamela-wu-4a409b9a

SUMMARY

Accomplished municipal executive and AICP-certified planner with over 20 years of expertise in community development, land use, zoning, and general plan implementation. Adept at leading large-scale planning initiatives, guiding general plan and housing element updates, and advancing annexation and redevelopment projects that balance growth with community needs. Recognized for negotiating complex development agreements, modernizing zoning ordinances, and aligning land use policies with fiscal sustainability, housing mandates, and long-term city visions. Proven track record in interagency collaboration, engaging diverse stakeholders, and delivering community-focused planning outcomes that strengthen economic vitality and quality of life.

CORE COMPETENCIES

- Community Development & Land Use Planning
- Zoning & General Plan Implementation
- Economic Development & Revenue Generation
- Public-Private Partnerships & Developer Agreements
- Fiscal Management & Capital Improvement Financing
- Interagency & Business Community Collaboration
- Municipal Operations & Policy Leadership

PROFESSIONAL EXPERIENCE

Local Government Practitioner

Arise Solution, Sunnyvale, CA

June 2025 – Present

- Providing expert guidance on land use, zoning, and annexation strategies, including feasibility analysis, general plan review consistency and compliance, and community development initiatives.
- Advising cities on organizational management, fiscal sustainability, and intergovernmental coordination, drawing on two decades of executive municipal leadership.
- Supporting emerging professionals and interim leaders through mentorship, executive coaching, and capacity-building to strengthen the next generation of local government leaders.



City Manager

City of Cupertino, CA

Aug 2022 – June 2025

- Lead and oversee all city operations, aligning departmental functions with City Council directives and community needs.
- Develop and manage the city's capital improvement plans and annual budgets, ensuring fiscal responsibility and transparency.
- Led strategic future growth planning in collaboration with City Council, the Cupertino community, Santa Clara County, and LAFCO to advance potential annexation efforts for the Lehigh Quarry properties.
- Represent in regional collaborations, intergovernmental meetings, and public forums.
- Achieved State Housing Element certification, aligning local housing policies with state mandates and securing eligibility for critical funding.
- Negotiated a comprehensive agreement on Vallco impact fees, facilitating the advancement of The Rise project and securing \$43 million in developer contributions for community benefits.

Community and Economic Development Director

City of San Bruno, CA

Jan 2021 – Aug 2022

- Led the City's economic development strategy, successfully securing revenue-generating agreements with tech giants including Google/YouTube and Amazon.
- Coordinated with regional agencies such as MTC, FAA, SFO to secure approvals that allowed housing development at the Tanforan shopping center site, overcoming regional airport land use constraints.
- Oversaw major commercial development, mixed-use, and housing projects that expanded the local tax base and revitalized key economic districts.
- Collaborated with the Chamber of Commerce to launch small business support initiatives and promote downtown vibrancy.
- Advanced City Council priorities by streamlining planning entitlements and enabling revenue-generating development.

Planning and Housing Manager

City of San Bruno, CA

July 2019 – Dec 2020

- Championed policies that encouraged redevelopment of underutilized parcels and densification around transit, aligning planning with economic growth goals.
- Developed and updated zoning ordinances to enable new revenue streams, including introducing regulations for short-term rentals, wireless facilities, and others that expanded the city's taxable uses and fee collections.
- Instrumental in maximizing the City's affordable housing fee negotiations for the Tanforan Redevelopment.



Senior Planner

City of Gilroy, CA

Feb 2018 – June 2019

- Facilitated large-scale planning projects, high-density housing and mixed-use developments, the Gilroy Sports Park expansion, and the High-Speed Rail realignment.
- Advanced annexation planning and entitlement support for the Gilroy Sports Park expansion, increasing recreational and economic opportunities.
- Supported downtown revitalization efforts that enabled new business opportunities in Gilroy's key commercial areas.
- Led zoning ordinance amendments to promote business opportunities in key districts.

Planner I – III (Senior Planner Equivalent)

County of Santa Clara, CA

2001 – 2018

- Led strategic planning efforts and supported code enforcement.
- Served as Secretary to key planning committees and as Deputy Zoning Administrator. Analyzed complex projects in coordination with County Counsel.

Urban Planning & Design Roles

Various Firms in San Jose, CA

1998 – 2001

EDUCATION

Bachelor of Arts in Architecture

University of California, Berkeley 1993 – 1997

VOLUNTEER AND BOARD ENGAGEMENT

- *Santa Clara County City Manager Association Vice President* *Feb 2023 - Dec 2024*
- *Santa Clara County City Manager Association President* *Jan2025 - June 2025*
- *Hsinchu, Taiwan Sister-County Commission, Santa Clara County* *Feb 2025 - Present*
Appointed by Santa Clara County Board President, Otto Lee
- *River of Life Christian Church, Santa Clara* *2008 - Present*
Children Ministry and Young Adult counselor volunteer



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Finance

DATE:	September 23, 2025
FROM:	Martin Beltran, Finance Manager
SUBJECT:	Closeout of State Community Development Block Grant (CDBG) agreements.
RECOMMENDED ACTION:	Receive a report summarizing the accomplishments performed under the State Community Development Block Grant Agreements 20-CDBG-CV1-00103, 20-CDBG-CV2-3-00294, and 21-CDBG-ED-10004; conduct a public hearing to solicit public input regarding expenditures and accomplishments of the funding received under these contracts; and direct staff to proceed with submitting required documents for closeout.
PREVIOUS COUNCIL ACTION:	<u>May 26, 2020</u> - Resolution approval application for funding and the execution of a grant agreement and any amendments thereto from the 2019-2020 funding year of the CDBG Program. <u>September 8, 2020</u> - City Council approved a resolution to submit a grant application to CDBG for requesting funding to assist with childcare services. <u>October 13, 2020</u> - Subrecipient agreement with Community Resources for Children. <u>February 23, 2021</u> - Community Development Block Grant (CDBG) Program- Coronavirus Response Round 2 and 3. <u>June 22, 2021</u> - CDBG Business Lending, Over-the-Counter Grant Application Assistance, and Related Consulting Services with Community Development Services (CDS). <u>November 22, 2022</u> - Amendment to the CDBG Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) Standard Agreement.
STATEMENT OF THE PURPOSE:	Hold a public hearing to solicit input on expenditures and accomplishments related to CDBG funding to support the submission of required documentation to HCD.
FINANCIAL IMPACT:	There is no fiscal impact for the closeout of the grant

	programs.
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BACKGROUND:

The California Department of Housing and Community Development (HCD) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program and allocates funds to CDBG eligible non-entitlement jurisdictions.

2019-2020 Notice of Funding Availability (NOFA)

On May 26, 2020, the City Council approved Resolution No. 2020-51, authorizing the submission of an application to the California Department of Housing and Community Development (HCD) for an Economic Development - Business Assistance allocation under the Community Development Block Grant (CDBG) Program and the associated costs to execute the loan and document CDBG compliance.

The City submitted an application in the amount not to exceed \$750,000 to provide short-term working capital assistance to local businesses for the retention of jobs.

CDBG-CV1

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to support preparation for and response to the community impacts of the COVID-19 pandemic. The state of California received approximately \$90 million in CARES Act funds that were distributed in multiple rounds by the California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Program.

The City was eligible to receive \$74,484 based on a formula provided by HCD for round 1 of CV funds.

CDBG-CV2 and 3

On December 18, 2020, the California Department of Housing and Community Development (HCD) announced the availability of approximately \$77.1 million in federal funds for the Community Development Block Grant Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) funding for local assistance. Funding for this Notice of Funding Availability (NOFA) is made available pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. This amount includes \$5.9 million of unclaimed funds from tranche one (CV1), plus \$54.4 million of new funds from tranche two (CV2) and \$16.8 million from tranche three (CV3).

Eligible cities and counties were allowed to submit applications for CDBG-CV2 and CV3 funds under the NOFA. An allocation of \$271,053 was made available to the City of St. Helena through an over-the-counter application process.

On February 23, 2021, City Council authorized staff to submit an application under the CDBG-CV NOFA Rounds 2 and 3 in the amount of \$200,000 for utility assistance and

request an amendment to the CDBG-CV1 Standard Agreement to include an additional \$71,053 toward the childcare scholarship program.

On November 22, 2022, City Council approved an Amendment to the CDBG-CV2 and CV3 Standard Agreement to re-allocate CDBG-CV funding from the Child Care Scholarship Program to St. Helena Utility Assistance Program.

Grant Closeout

In order to officially close out a contract, the City is required to first conduct a public hearing to solicit input regarding expenditures and accomplishments of the funding received under the contract and then submit required documents to HCD. Three of the City's contracts with HCD are ready to close out.

DISCUSSION:

The following outlines the accomplishments achieved under the State Community Development Block Grant (CDBG) Agreements:

2019-2020 NOFA - Economic Development

On September 19, 2022, the City received notification of a \$500,000 award (21-CDBG-ED-10004) under the 2021 CDBG Economic Development program, which included funding for general administration and activity delivery. Of the total amount, \$490,000 was expended. The remaining \$10,000 was not utilized and will be disencumbered and returned to the California Department of Housing and Community Development (HCD).

During the grant cycle, the City provided four business loans. As a result of this funding, 31 full-time jobs were created, and 3 full-time positions were retained. Additionally, the loans supported the creation of 621 weekly part-time work hours and the retention of 96 weekly part-time hours.

CDBG-CV1

In May 2021, the City was awarded \$74,484 in CDBG-CV1 funding (20-CDBG-CV1-00103) for the St. Helena Childcare Scholarship Program.

The City partnered with Community Resources for Children (CRC) to administer and assist with the development of a childcare scholarship program. The program provided income-qualified families with scholarships to assist with childcare expenses allowing them to return to work as well as assist with the decreased enrollment that is greatly impacting childcare providers.

The full grant amount of \$74,484 was successfully expended, providing childcare scholarships to ten children from eight households.

CDBG-CV2 and CV3

On November 12, 2021, the City received notification of award (20-CDBG-CV2-3-00294) of \$200,000 through the CDBG-CV2 and CV3 allocations for the St. Helena Utility Assistance Program. In partnership with UpValley Family Centers (UVFC), the

program aimed to provide utility assistance to low-to-moderate-income households impacted by financial hardship as a result of the COVID-19 pandemic.

Upon award, UVFC worked closely with City staff to develop the program guidelines and application process for the CDBG Utility Assistance Program. Throughout the duration of the grant, UVFC distributed a total of 1,218 outreach materials across various community touchpoints, including tabling events, food banks, community presentations, door-to-door outreach, and local businesses.

As a result of these outreach efforts, UVFC provided utility assistance to 73 households. UVFC completed a total of 133 applications, however not everyone submitted documentation or was eligible for services. For the 73 eligible households, UVFC delivered a total of 147 services. These included case management, application assistance, housing navigation, access to safety net services, and referrals to external support providers.

Of the total grant award, \$144,256 was expended. The remaining \$55,744 was not utilized and will be disencumbered and returned to HCD.

All programs and projects listed above have now been completed or reached their 36-month grant term with the State. Staff has submitted final funds requests for all eligible expenses and will be packaging the required closeout documents to initiate the closeout process.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 5: Enhance Quality of Life

CDBG Grant Closeout

City Council
September 23, 2025



CDBG Grant Closeout

- ▶ Receive a report summarizing the accomplishments performed under the following State Community Development Block Grant Agreements:
 - ▶ St. Helena Childcare Scholarship Program (20-CDBG-CV1-00103)
 - ▶ St. Helena Utility Assistance Program (20-CDBG-CV2-3-00294)
 - ▶ Economic Development: Business Assistance Program (21-CDBG-ED-10004)



20-CDBG-CV1-00103

St. Helena Childcare Scholarship Program

- ▶ The City was awarded \$74,484 in CDBG-CV1 funding in May 2021.
- ▶ The City partnered with Community Resources for Children (CRC) to administer and assist with the development of a childcare scholarship program.
- ▶ The full grant amount of \$74,484 was successfully expended, providing scholarships to 10 children from 8 households.
- ▶ Agreement award expired on June 25, 2023.



20-CDBG-CV2-3-00294

St. Helena Utility Assistance Program

- ▶ On November 12, 2021, the City received notification of award of \$200,000.
- ▶ In partnership with UpValley Family Centers (UVFC), the program aimed to provide utility assistance to low-to-moderate-income households impacted by financial hardship as a result of the COVID-19 pandemic.
- ▶ UVFC distributed a total of 1,218 outreach materials across various community touchpoints, including tabling events, food banks, community presentations, door-to-door outreach, and local businesses.



Utility Assistance Program (Cont.)

- ▶ As a result of these outreach efforts, UVFC provided utility assistance to 73 households.
- ▶ UVFC completed a total of 133 applications, however not everyone submitted necessary documentation or was eligible for services.
- ▶ Of the total grant award, \$144,256 was expended. The remaining \$55,744 was not utilized and will be disencumbered as the award agreement expired on March 31, 2025.



21-CDBG-ED-10004

Business Assistance Program

- ▶ On September 19, 2022, the City received notification of a \$500,000 award.
- ▶ The City provided 4 business loans.
 - ▶ 31 full-time jobs were created; 3 full-time positions were retained
 - ▶ The loans supported the creation of 621 weekly part-time work hours and the retention of 96 weekly part-time hours.
- ▶ Of the total amount, \$490,000 was expended. The remaining \$10,000 was not utilized and will be disencumbered and returned to HCD.
- ▶ Agreement award expires September 2025.



Recommended Action

- ▶ Conduct a public hearing to solicit public input regarding expenditures and accomplishments of funding received under these CDBG contracts and direct staff to proceed with submitting required documents for grant closeout.





Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS

Department: Planning

DATE:	September 23, 2025
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Introduction and waive the first reading of an Ordinance approving Zoning Ordinance Amendment (ZOA 25-003) to amend Chapters 17.24.050 B(1) and 17.32, Definition of Terms, Visibility Triangle of Title 17 of the St. Helena Municipal Code regarding vision triangle standards.
RECOMMENDED ACTION:	Introduction and waive the first reading of the proposed Ordinance to: 1. Find that the proposed changes to Chapter 17.30 of the Zoning Code are exempt from CEQA Guideline 15061 (b)(3); and 2. Approve and adopt Zoning Ordinance Amendment (ZOA 25-003) to amend Chapters 17.24,050 B (1) and 17.32, Definition of Terms, Visibility Triangles of Title 17 of the St. Helena Municipal Code regarding vision triangle standards.
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	Amend the St. Helena Municipal Code in an effort to eliminate conflicting compliance standards regarding the visibility triangle.
FINANCIAL IMPACT:	None

BACKGROUND:

The St Helena Municipal Code (SHMC) 17.24.050.B (1) states the height requirements for any fences, walls and hedges within the “visibility triangle” shall not exceed 2 feet.

Additionally, SHMC Chapter 17.32 defines “visibility triangle” as the following:

“Visibility triangle” means, on a corner lot, the triangle formed by lines extended from the face of the curb to their intersection and a line connecting the face of the curb extensions measured thirty-five (35) feet from their point of intersection. If no curb exists, the edge of the roadway or vehicular travel area shall be used as the point of measurement.

This code requirement has been in effect for decades and was reaffirmed in the recent planning code revision in 2023.

Public Works has a City Standard (since 1993) that conflicts with the current Municipal Code in relation to the visibility triangle. "City of St. Helena Visibility and Fencing Requirements Standard No. 324" (Attachment 2) sets the visibility triangle at 25 feet from the corner and has been referenced and used in the approval of several building projects as recently as November 2023.

The differing standard and Ordinance has led to confusion amongst city staff and members of community.

In January 2024 the Fire Chief and Fire Inspector, at the request of the City Manager, examined all 299 corners in the City of St. Helena. According to the SHMC visibility triangle requirements of 35 feet and 2 ft. fence height, 66 corners were found to be out of compliance. Later in 2024, a marketing campaign was launched to inform the public about the enforcement of the SHMC Visibility Triangle requirements.

As of April 2025, the number of corners out of compliance has reduced to 26.

When applying the Public Works Standard No. 324 requirement of 25 feet, the number of corners out of compliance reduces to 9.

On May 20, 2025, the Planning Commission discussed the code compliance issues above, current visibility triangle standards and options for amending the zoning code to make the code more effective. The Planning Commission provided direction that they were open to increasing the allowable height within the visibility triangle, as long as the standard was not over 42 inches as the allowable height for fences, walls and hedges within the triangle. The Planning Commission also directed staff that the proposal to reduce the codified standard for the length of the vision triangle from 35 to 25 feet was acceptable.

Subsequently on September 2, 2025, the Planning Commission recommended (3-0) the City Council adopt an ordinance amending the vision triangle standards and definition as noted in the attached ordinance (Attachment 1).

DISCUSSION:

While the Fire Chief and Fire Inspector were investigating all 299 corners in the city, only 2 corner fences met the 2 ft. height requirement listed in the SHMC. The remaining corners with fences and walls were all at or below 42 inches except for the tennis court chain link fence at the southwest corner of Spring Mtn. Rd and Hillview Pl which has a city approved variance. Some of the corners had vegetation more than 42 inches in height which will need to be addressed by the property owners.(Please refer to Attachment 4 field assessment prepared by the Fire Department).

In considering the safety factors related to changing the vision triangle standards as noted in this report, the Police Department was consulted and they did not have concerns with the increased allowable height of 42 inches within the vision triangle nor

did they have concern with the 25 foot allowable length. Additionally, there is data from Caltrans that the line of sight for a driver is at 42 inches high, therefore this should be the maximum height within a visibility triangle.

As part of the research for this ZOA, Planning staff conducted research of vision triangle zoning standards in other surrounding cities (Attachment 3). There was a fair amount of variation in standards for both the length of the vision triangle and allowable height within the vision triangle.

Adjusting the SHMC visibility triangle definition in SHMC Chapter 17.32 to match that of 25-foot length noted in Public Work Standard No. 324 and also increasing the allowable height within the vision triangle in SHMC 17.24.050 B (1) from 2 feet to 42 inches would allow the majority of existing fences on corners to remain in compliance. The ordinance (Attachment 1) as part of this staff report memorializes these proposed changes to the zoning ordinance.

ENVIRONMENTAL REVIEW:

Pursuant to CEQA Guidelines Section 15061(b) (3), the project will not have a significant impact on the environment and is exempt from CEQA.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Attachment 1 Ordinance - Vision Triangle Standards](#)

[Attachment 2 Public-Works-City-Standard 324](#)

[Attachment 3 Vision Triangle Standards from other cities Jan 2024](#)

[Attachment 4 Vis. Triangle List of Addresses in Need](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AMENDING SECTION 17.24.050 B(1) AND CHAPTER 17.32 (DEFINITIONS) OF
TITLE 17 OF THE ST. HELENA MUNICIPAL CODE (ZOA 25-003) REGARDING
STANDARDS FOR VISIBILITY TRIANGLES**

WHEREAS, Title 17 of the St. Helena Municipal Code (SHMC) includes standards for visibility triangles and also define how they are measured; and

WHEREAS, SHMC Section 17.24.050 B(1) establishes specific standards for the maximum height of fences and hedges within visibility triangles; and

WHEREAS, SHMC Chapter 17.32 includes a definition of a visibility triangle and how they are measured which includes Figure 17.32 E ; and

WHEREAS, in January 2024 the City completed a visual survey of all corner properties and determined that the maximum height allowance of 2 feet and the long 35 foot length of the vision triangle measurement created challenges for properties to comply with the zoning ordinance ; and

WHEREAS, the City desires to amend SHMC section 17.24.050 B(1) and Chapter 17.32, to have visibility triangle standards which provide more flexibility for property owners, yet still ensure safety requirements at intersections are met; and

WHEREAS, the Planning Commission held a duly noticed public hearing at a Regular Meeting on September 2, 2025, on the proposed Ordinance during which public hearing the Planning Commission received comments from City staff and members and recommended approval to the City Council through Resolution No. _____; and

WHEREAS, the City Council held a duly noticed public hearing on September 23, 2025 , on the proposed Ordinance, during which public hearing the City Council received comments from City staff and members of the general public; and

WHEREAS, the City Council desires to approve the requested amendments to Section 17.24.050 B(1) and 17.32, Definition of Terms, Visibility Triangle, of the St. Helena Municipal Code through approval of this Ordinance.

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

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

Section 2. Amendment. Please see below (new language is underlined, deletions are in ~~strikeout~~):

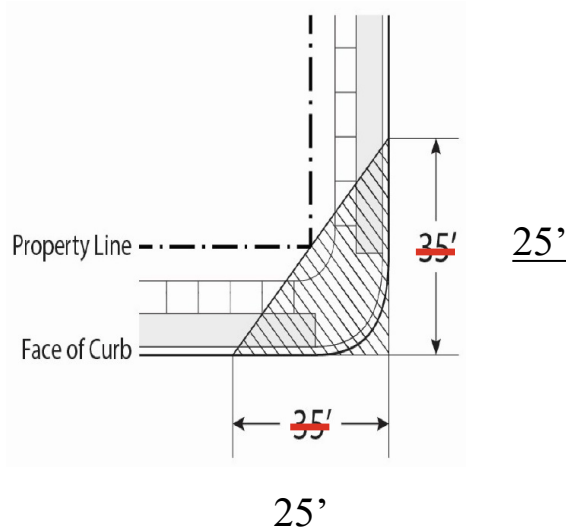
Subsection B (1) of Section 17.24.050 of the St. Helena Municipal Code is hereby amended to read as follows

1. Fences, hedges, or dense planting in the form of a hedge shall not exceed two feet forty-two inches in height when located in the visibility triangle as defined in Part V, Definitions and Rules of Measurement.

Chapter 17.32, Definition of Terms, Visibility Triangle

Visibility triangle. On a corner lot, the triangle formed by lines extended from the face of the curb to their intersection and a line connecting the face of the curb extensions measured twenty five (25) 35 feet from their point of intersection. If no curb exists, the edge of the roadway or vehicular travel area shall be used as the point of measurement.

Figure 17.32(E). Visibility Triangle



Section 3. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not

declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 4. CEQA. This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that this ordinance is exempt from review under CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

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

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 23rd day of September, 2025, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2025, by the following vote:

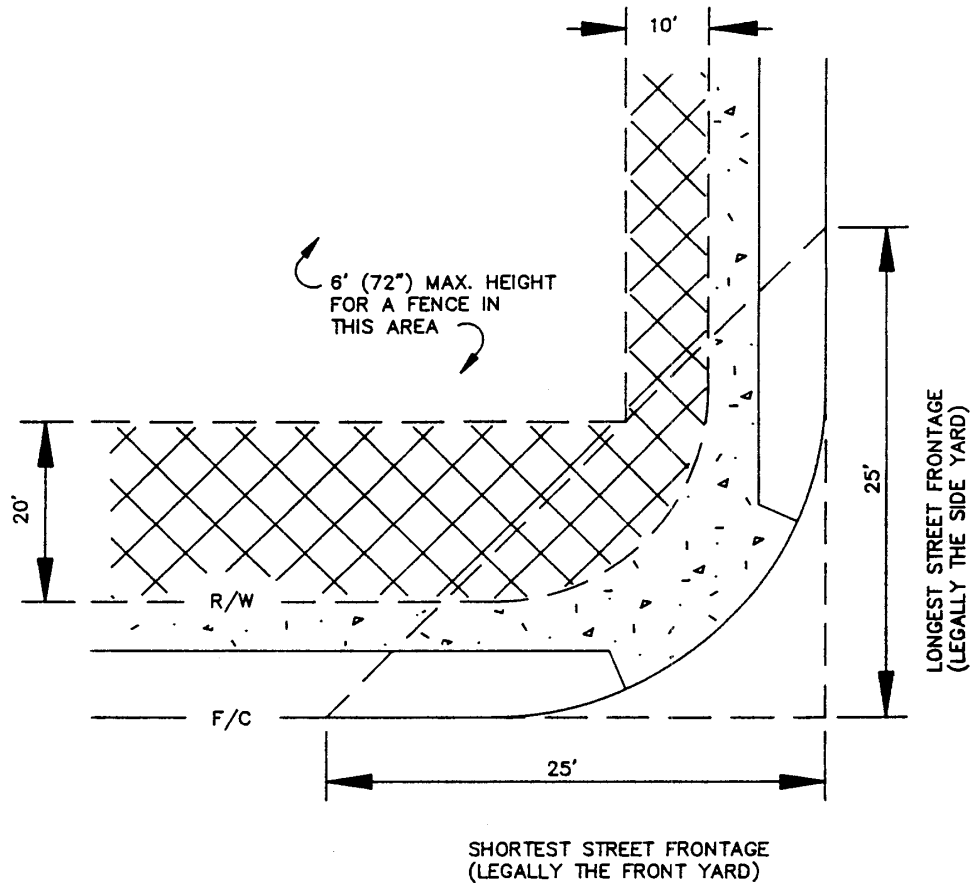
AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED

ATTEST

Paul Jamison Dohring, Mayor

City Clerk



INTERSECTION



WITHIN THIS AREA ALL SHRUBS, BUSHES, FENCES AND OTHER IMPROVEMENTS SHALL BE RESTRICTED TO A 2'-0" (24") MAXIMUM HEIGHT, AND TREES MAINTAINED TO A CLEARANCE OF 7'-0" ABOVE GROUND (MIN.).

SCALE: NONE	CITY OF ST. HELENA	DATE: NOV. 1993
DRAWN: DRH	VISIBILITY AND FENCING REQUIREMENTS	STD. NO.
CHK:		324
APPVD:		

Attachment 3

Vision Triangle Standards
(Napa, Healdsburg, Santa Rosa, Petaluma, Sonoma, Cotati)

City of Napa:	17.52.170 <i>Vision Triangle</i> at Driveways and Intersections. Fences, walls or dense planting in the form of hedges shall not exceed two feet in height when located in the <i>vision triangle</i> of a driveway or intersection (see Public Works Department standard specifications), however, fences that are at least 50% open shall be permitted up to three feet in height. Trees located in the <i>vision triangle</i> shall be maintained to provide a clearance of seven and one-half feet. 17.54.155 Visibility shall not be blocked between a height of two and seven and one-half feet within the vision triangle of a driveway crossing a street right-of-way line, except that fences that are at least 50% open shall be permitted up to three feet in height. The length/width of the triangle varies depending on the type of street: local street = 10 feet; collectors=15 feet; arterials=20 feet depending on the type of street. 10.32.020 Whenever the Traffic Engineer finds that any hedge, shrubbery, tree or fence or other obstruction, growing, erected or maintained in a parkway or on private property in the setback area obstructs the view of any driveway or intersection, or any traffic upon the streets approaching such driveway or intersection, he or she shall cause the hedge, shrubbery, tree, fence or other obstruction to be immediately removed or reduced in height. Such hazards may include any structure, fence, landscaping or other obstructions more than two feet in height above the level of the sidewalk or ground elevation, whichever is higher, in an area called a vision triangle as specified below, except that trees may be allowed when no foliage is closer to the ground than seven and one-half feet and fences that are at least 50% open shall be permitted up to three feet in height. A. At street intersections, the boundaries of the vision triangle are formed by measuring along the curb-lines from the projected intersection a distance of 50 feet and then connecting the two points with a straight line. B. At driveway entrances, the boundaries of the vision triangle are formed by measuring along the side of the paved driveway and along the street right-of-way line from their intersection a distance as specified below and then connecting the two points with a straight line: 1. Not less than 10 feet for local streets; 2. Not less than 15 feet for collector streets; 3. Not less than 20 feet for arterial streets
City of Healdsburg:	20.16.100 A vision triangle shall be reserved at all driveways as a public safety feature. Within this area, no vegetation shall exceed a height of three feet, except for trees that are pruned and maintained so as not to block the visibility of vehicles entering and exiting sites. The design and extent of the vision triangle shall be approved by the planning and building director. 20.16.005(E) Vision clearance, corner lots. On corner lots, within a triangular area formed by the street property lines and a line connecting points on the street property lines 30 feet from the street intersection, no fence, wall, hedge, or other obstruction, except the natural grade of a site, shall exceed a height of 30 inches above established grade at the edge of the existing or proposed pavement, provided that trees pruned up to eight feet above street grade shall be permitted. F. Width, corner lots. The minimum width of corner lots in an R or ORM district shall be 20 percent greater than the minimum width for the district as otherwise provided.
City of Santa Rosa	Within a vision triangle 36 inch maximum height, with nothing over 24 inches in the first five feet behind the curb line NOTE: The boundaries of a vision triangle are formed by drawing lines from the point of intersection of a lot's street corner property lines to points 40 feet along the two property lines, and then connecting the two points with a straight line.

20-30.110(F) (a) Vision triangle boundaries are formed by: (1) drawing a **40-foot** line along the face of curb or edge of one roadway to a point of intersection; (2) from the point of intersection, drawing a line 40 feet back along the face of curb or edge of the second roadway; and (3) connecting the end points of these two lines. Vision triangles at locations with all way stop controls or signalized intersections may be allowed less restrictive requirements with City Traffic Engineer approval.

(b) Driveway vision triangle boundaries are formed by first drawing a 10-foot line along the back edge of the sidewalk from the driveway and then drawing a 10-foot line along the driveway edge abutting the sidewalk. Connecting these two legs completes the vision triangle.

City of Petaluma

13.020 **Vision Triangle** . The triangular area formed by the intersection of the extension of the curb lines and a line connecting them at points **thirty-five (35) feet** from the intersection of the extended curb lines.

For driveways, the site visibility triangle is determined by the triangular area formed as shown in Figure 13.1. For driveways, the measurement is taken from the back of the sidewalk, or where there is no sidewalk as determined by the Director.

<https://petaluma.municipal.codes/ZoningOrds/13.020>

City of Sonoma

Standard Plans Sent a link to city standards in which I didn't find any info:
<https://www.sonomacity.org/documents/city-engineer-contract-position-provides-services-three-basic-areas-review-public-improvements-private-developments-streets-drains-water-lines-etc-capital-improvement-pr/>
 In the absense of a local standard plan, they use Caltrans standards.

City of Cotati

17.14.040 Fences, walls, hedges, and other structures or vegetation shall not exceed a height of three feet within a clear vision triangle and the lower portion of tree crowns shall not be less than eight feet within a clear vision triangle. Clear vision triangles shall be delineated as follows:

A. Uncontrolled intersections: A triangular area bounded by the curb lines (tangents) and a diagonal line joining points on the tangents which are located **thirty-five foot** back from what would be the point of these curb lines' intersection.

B. Controlled intersections: A triangle having twenty-five foot tangents at the curb lines.

C. Driveways: A triangle having twenty-five foot tangents at the outside line of the driveway and the curb line.

West Side

Address	Street	Notes	Photo	Current Requirements 35 Ft. & 24" fence	
				Non-Compliant	Compliant
1299	PINE ST	Non-compliant		X	
1605	SPRING MOUNTAIN RD	Nothing has been done			
1660	SPRING MOUNTAIN RD	hedge too high		X	
1810	SPRING MOUNTAIN RD	Visibility set for 25' (clayton)		X	
1746	MADRONA AVE	Non-compliant		X	
1702	MADRONA AVE	36" wall - vegetation non-compliant		X	
1407	KEARNEY ST	Non-compliant - 42" fence		X	
1550	ALLYN AVE	Remove Bush Between Fence and Tree		X	
1580	HILLVIEW PL	Reduce hedge height - fence 38"		X	
1660	HILLVIEW PL	hedge too high			
1743	HILLVIEW PL	Limb up tree		X	
1604	MADRONA AVE	High hedge - fence 38"		X	
1895	MADRONA AVE	High hedge		X	
1256	STOCKTON ST	42" fence		X	
1556	SPRING ST	Non-compliant		X	
2080	SPRING ST	High hedge		X	
1707	SCOTT ST	large bushes		X	
1530	STOCKTON ST	Still out of compliance		X	
1657	STOCKTON ST	Limb up tree		X	
2081	OLIVE AVE	Minor Trim		X	
1601	SULPHUR SPRINGS AVE	High Hedge		X	
1245	SPRING ST	Non-compliant		X	

Proposed Requirements 25 ft. & 42" fence	
Non-Compliant	Compliant
	X
	X
	X
X	
	X
X	
	X
	X
	X
	X
	X
	X
	X
X	
X	
	X
	X
X	

East Side

Address	Street	Notes	Photo	Current Requirements 35 Ft. & 24" fence	
				Non-Compliant	Compliant
1020	VINTAGE AVE			X	
825	ALLISON AVE			X	
910	ALLISON AVE	Tall Hedge		X	
1227	EDWARDS ST			X	
1250	CHURCH ST	Slight Trimming needed		X	
1135	PRATT AVE			X	
1872	MAIN ST			X	

Proposed Requirements 25 ft. & 42" fence	
Non-Compliant	Compliant
	X
	X
X	
	X
	X
X	
X	



City of St. Helena City Council September 23, 2025

**Project: ZOA 25-003 Visibility Triangle Standards
Amendment**

**Staff: Maya DeRosa, AICP, Community Development
Director**

Community Development Department



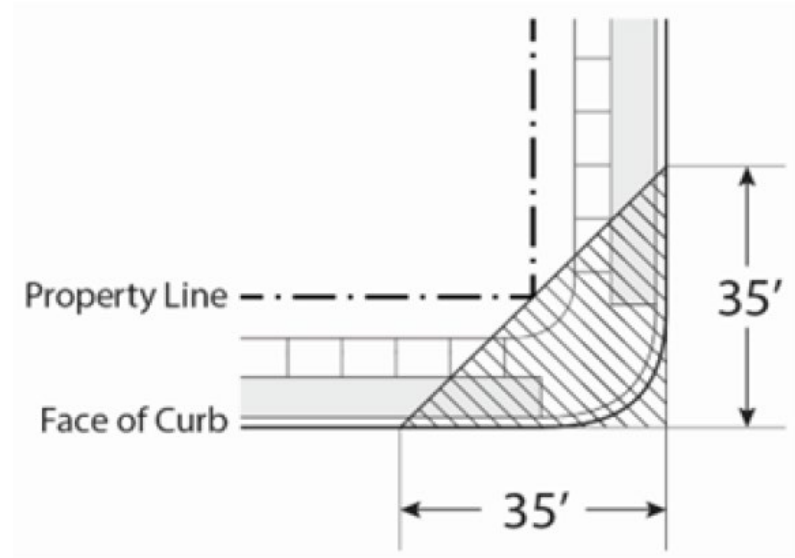
Background

Zoning Code has standards relating to vision triangles:

- Maximum height of vegetation, walls, fences inside triangle=2 feet
- Length and area within a vision triangle: 35 feet from street corner



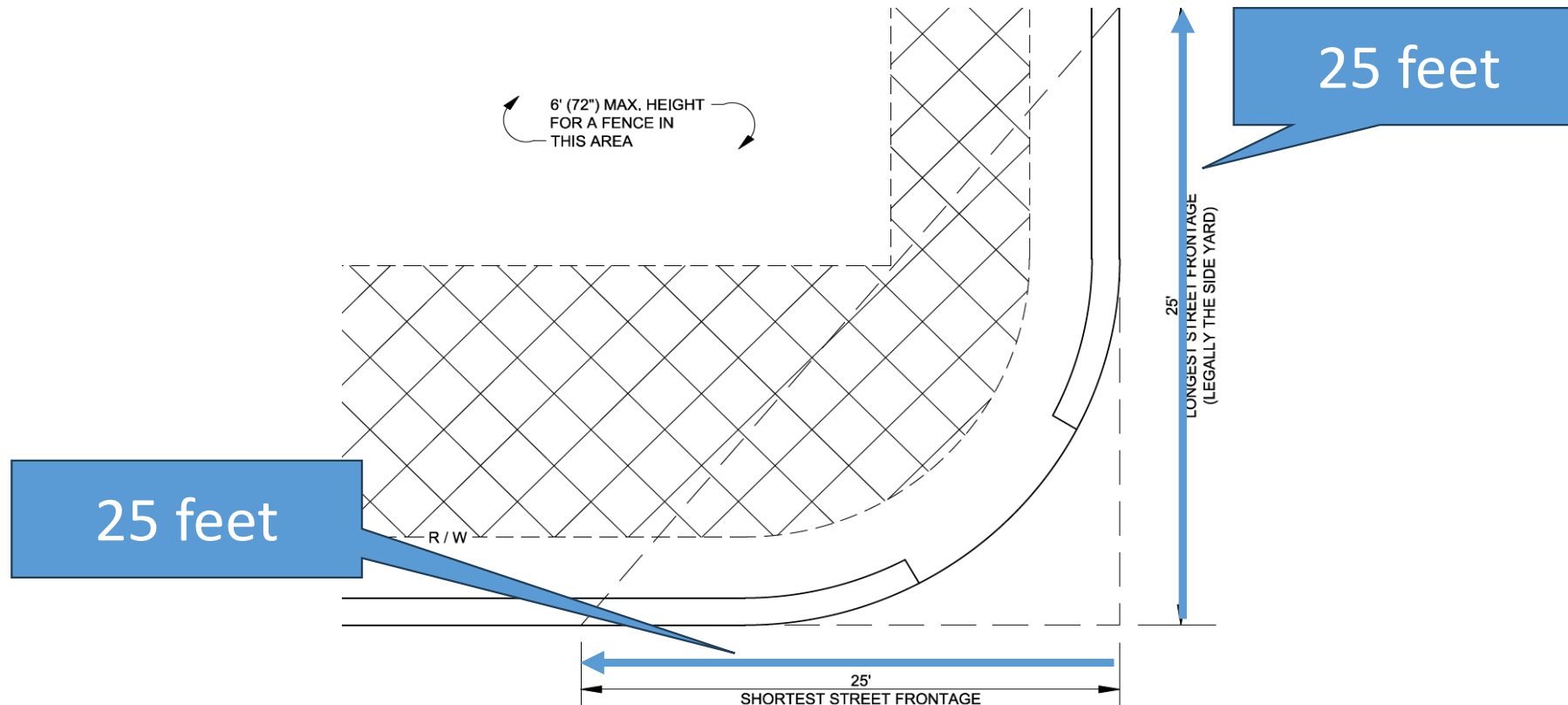
Figure 17.32(E). Visibility Triangle





Background

- Public Works has standard (No. 324) relating to vision triangles that allows for a 25 foot vision triangle





Background

- 299 street corners surveyed by Fire Chief and Fire Inspector in Jan 2024
- 66 properties found to be out of compliance based on SHMC standard (35 feet and max 2 feet height)
- Summer 2024 City releases educational and awareness campaign to residents of vision triangle requirements





Background-Other Cities Research

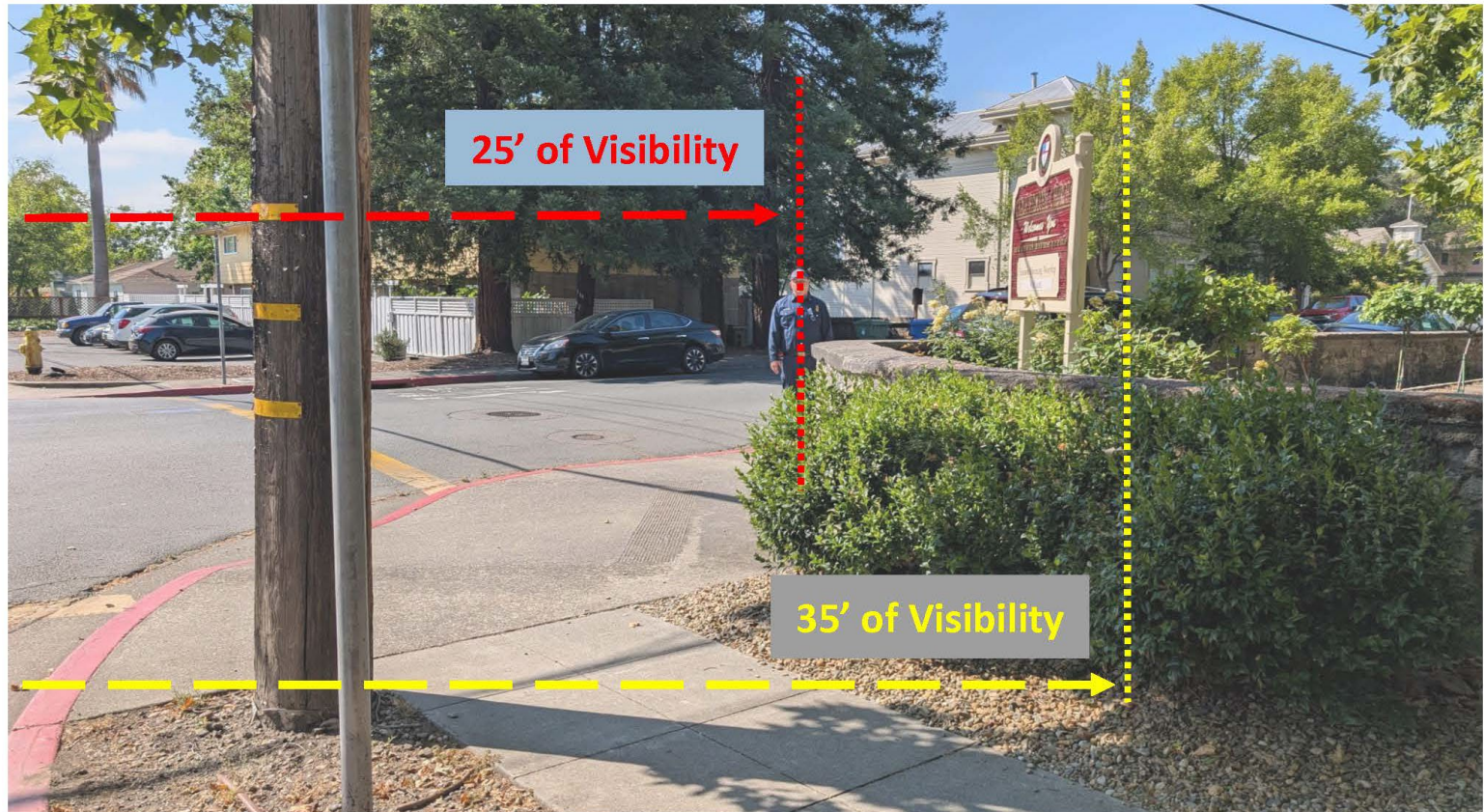
- City of Napa, Healdsburg, Santa Rosa, Petaluma and Cotati
- Range of standards for acceptable length of vision triangle
- Generally allowable height was 36 inches
- (Attachment 3 of staff report)



Field Research

Grace Episcopal Church on the corner of Oak and Spring.

Stone wall is in compliance at 25' of visibility and 42" wall/fence height.





Field Research/Historic Stone Walls

Enforcement of 35' of visibility and 24" maximum fence/wall height would require removal of a portion of this historic wall.





Field Research

1702 Madrona—Stone wall is 36" tall. In compliance for 25' Visibility and 42" fence/wall height. Enforcement of 35' visibility and 24" fence/wall height would require removal.





Feedback from Planning Commission Discussion May 20, 2025

Generally Supported:

- Increasing the allowable height of vegetation/ fences from 24" to a maximum of 42"
- Reducing the length of a vision triangle from 35 feet to 25 feet





Safety Review

- Police Department did not have safety concerns with the proposed amendments to the vision triangle standards
- Public Works Department indicated that Caltrans data notes that the line of sight for a driver is 42" high and therefore that should be the maximum allowed height





Recommended Redline Changes from Planning Commission public hearing on September 2, 2025:

Subsection B (1) of Section 17.24.050 of the St. Helena Municipal Code is hereby amended to read as follows:

Fences, hedges, or dense planting in the form of a hedge shall not exceed ~~two feet~~ forty-two inches in height when located in the visibility triangle as defined in Part V, Definitions and Rules of Measurement.



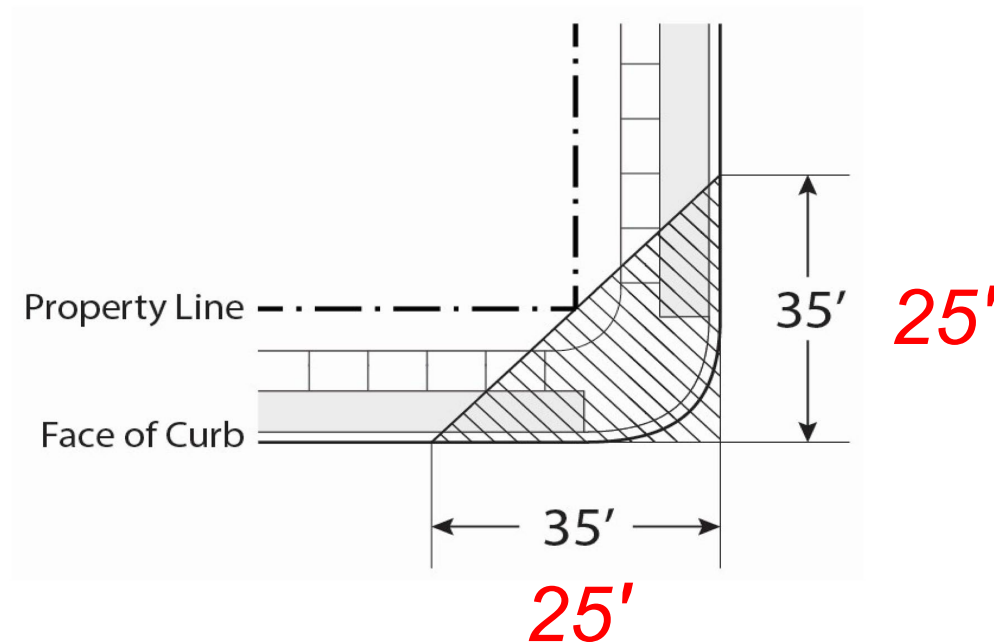
Recommended Redline Changes:

Chapter 17.32, Definition of Terms, Visibility Triangle

Visibility triangle. On a corner lot, the triangle formed by lines extended from the face of the curb to their intersection and a line connecting the face of the curb extensions measured twenty five (25) ~~35~~ feet from their point of intersection. If no curb exists, the edge of the roadway or vehicular travel area shall be used as the point of measurement.



Recommended Redline Changes: Figure 17.32 (E)





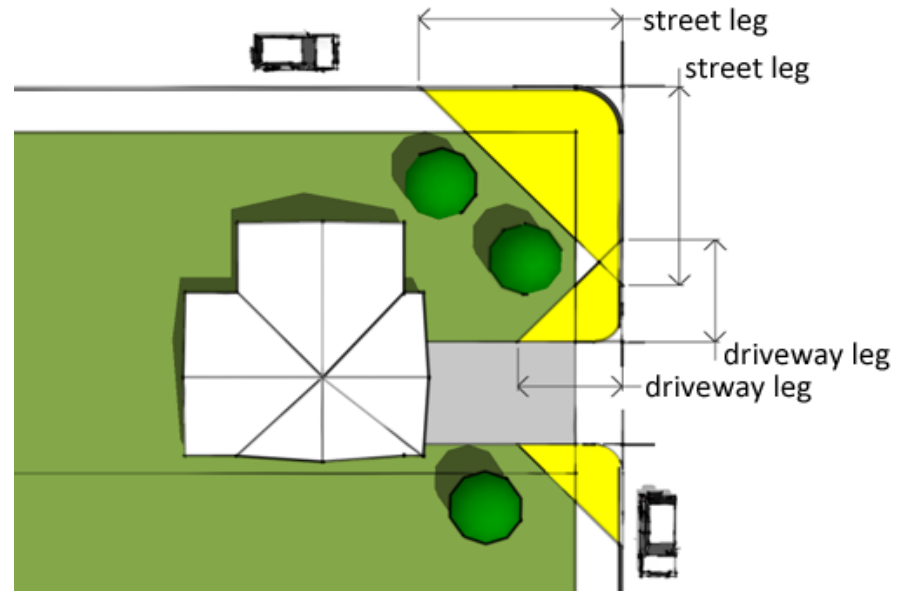
Recommendation

Introduction and waive the first reading of a proposed ordinance to:

- 1) Find that the proposed changes to Chapter 17.30 of the Zoning Code are exempt from CEQA Guideline 15061 (b)(3); and
- 2) Approve and adopt Zoning Ordinance Amendment (ZOA 25-003) to amend Chapters 17.24.050 B (1) and 17.32, Definition of Terms, Visibility Triangles, of Title 17 of the St. Helena Municipal Code regarding vision triangle standards.



Questions?





Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Administration

DATE:	September 23, 2025
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Regional Climate Action and Adaptation Plan (RCAAP) Update and Discussion
RECOMMENDED ACTION:	Receive a presentation on the City of St. Helena's progress on the administrative draft of the Regional Climate Action and Adaptation Plan and an update on the Countywide Climate Action Committee activities. Provide input to staff and city representative on potential actions and next steps.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of this item is to solicit input from city residents and council members on the draft Regional Climate Action and Adaptation Plan (RCAAP) which will be discussed on September 30th at the Climate Action Committee (CAC) meeting wherein Vice Mayor will participate in the discussion.
FINANCIAL IMPACT:	N/A

BACKGROUND:

Climate Action Committee (CAC)

In June 2019, the six jurisdictions in Napa County took action regarding the countywide commitment to address climate change and in 2020 formed the Napa County Climate Action Committee (CAC). The CAC consists of two elected officials from each of the six jurisdictions. The CAC is administered and staffed by Napa County. The CAC meets monthly as a collaborative framework to reduce greenhouse gas (GHG) emissions and limit future adverse impacts of climate change. Over the past 6 months, the CAC has focused on developing the Regional Climate Action and Adaptation Plan (RCAAP) that would prioritize climate action projects for the region and the City of Napa. All items discussed at the CAC meetings must be brought to Council for adoption or approval.

All partners on the Climate Action Committee (CAC) realize that each jurisdiction has unique needs, and desires input from elected leaders to help ensure the final plan reflects local and regional priorities.

The administrative draft of the Regional Climate Action and Adaptation Plan (RCAAP) aims to reduce greenhouse gas emissions and increase resilience to climate change impacts throughout the Napa region. The plan will guide Napa County, the cities within

the county. The RCAAP will prioritize emission reduction in the areas of transportation, building energy, waste disposal, water use, and land use. The RCAAP will also promote preparedness for climate-related hazards such as extreme weather, wildfires, and floods by strengthening critical infrastructure, restoring natural ecosystems, and improving emergency responses.

DISCUSSION:

Regional Climate Action and Adaptation Plan (RCAAP)

Local jurisdictions within Napa County including the Cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and Napa County have come together to develop a Napa County Regional Climate Action and Adaptation Plan (RCAAP), and the public draft was released on August 1, 2025. The RCAAP can be found on the project webpage www.climateactionnapa.konveio.com. Public input and comments are invited during the 60-day public review period from August 1 to September 30, 2025. The RCAAP is a roadmap that identifies strategies, measures, and actions that guide the region to reduce greenhouse gas emissions and adapt to climate change. Shaped by input from residents, businesses, and community organizations across all six jurisdictions, it supports a more sustainable and resilient Napa County and requires coordinated action across the county. The RCAAP reflects solutions that are representative of the unique environmental, economic, and social characteristics of the county.

Community engagement ensures that the plan reflects the needs, priorities, and values of the people it serves. In 2024, public outreach and community engagement efforts resulted in responses and input from 310 individuals to an introductory survey which helped to gain a better understanding of how residents feel about climate change and how it affects their daily lives. Four community meetings were held in the summer of 2024 to identify existing conditions and key areas of concern for participants. Furthermore, 20 community-based organizations (CBOs) partnered with the project team to hold focus group meetings to explore the needs of the community. Three community meetings were held on the draft RCAAP in August 2025.

Through the RCAAP, Napa County Jurisdictions have set countywide GHG emissions reduction targets for 2030, 2035, and 2045, which are aligned with the State of California's goals. They include: 42 percent reduction below 2019 levels by 2030, 57 percent reduction below 2019 levels by 2035, and 85 percent reduction below 2019 levels by 2045. Climate action and sustainability are a priority for the City. The City declared a Climate Emergency in 2022. The Climate Emergency Resolution guides the city's actions to address the climate crisis. The Climate Emergency Resolution states; "The scientific evidence indicates that an urgent global climate mobilization effort to reverse global warming is needed as quickly as possible towards net zero climate pollutants from public and private operations within the City by 2030."

While legislative and regulatory actions at the regional, State, and federal levels will result in notable GHG emissions reductions on their own, additional efforts need to be taken locally by Napa County jurisdictions to fully achieve the established targets.

These additional efforts come in the form of 46 distinct GHG reduction measures that were prepared for this RCAAP. Across the six emissions sectors (Building Energy, On-Road Transportation, Solid Waste, Water and Wastewater, Agriculture, and Off-Road Equipment), 21 different GHG reduction strategies are supported by 46 measures and 107 actions. The GHG reduction measures reduce emissions from human activities (e.g., building energy use and transportation), and enhance carbon storage (e.g., carbon farming and restoring wildfire-affected areas).

Although 46 GHG reduction measures are included in the RCAAP, a few specific measures are projected to account for the vast majority of reductions from human-caused emissions by 2045. These include:

- BE-1: Retrofit Existing Buildings to Zero Carbon
- TR-9: Expand Renewable Diesel Availability
- AG-1: Reduce Fossil Fuel Consumption in Field Equipment
- SW-1: Increase Solid Waste Diversion • SW-4: Increase Landfill Methane Capture Capacity
- WW-1: Reduce Methane Emissions from Wastewater Treatment Plants (BE = Building Energy; TR = On-Road Transportation; AG = Agriculture; SW = Solid Waste; WW = Imported Water & Wastewater)

Altogether, the six measures account for approximately 91 percent of total emissions reductions in 2045.

Implementation of the RCAAP will affect municipalities, businesses and residents which is why it is important for the public to participate in commenting of the draft document.

The draft RCAAP estimates that implementation of all 19 measures would cost Napa County governments approximately \$1.1 billion to as much as \$1.4 billion over 20 years, or approximately \$57 million per year (RCAAP page 6-3).

City of St. Helena staff has modified table 3.1 (attached) by adding columns to provide city council with input related to the list of strategies.

Next Steps

Upon the conclusion of the draft RCAAP public review period on September 30th, a summary of comments will be prepared and shared with the Napa County jurisdictions. The comments will be evaluated and the draft document will be refined in collaboration with input from the participating jurisdictions.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[RCAAP_PublicDraft_8-27-25_St Helena City Council](#)

[StHelena_GHG_ReductionMeasures_Evaluation Table 3-1_091725 v2](#)

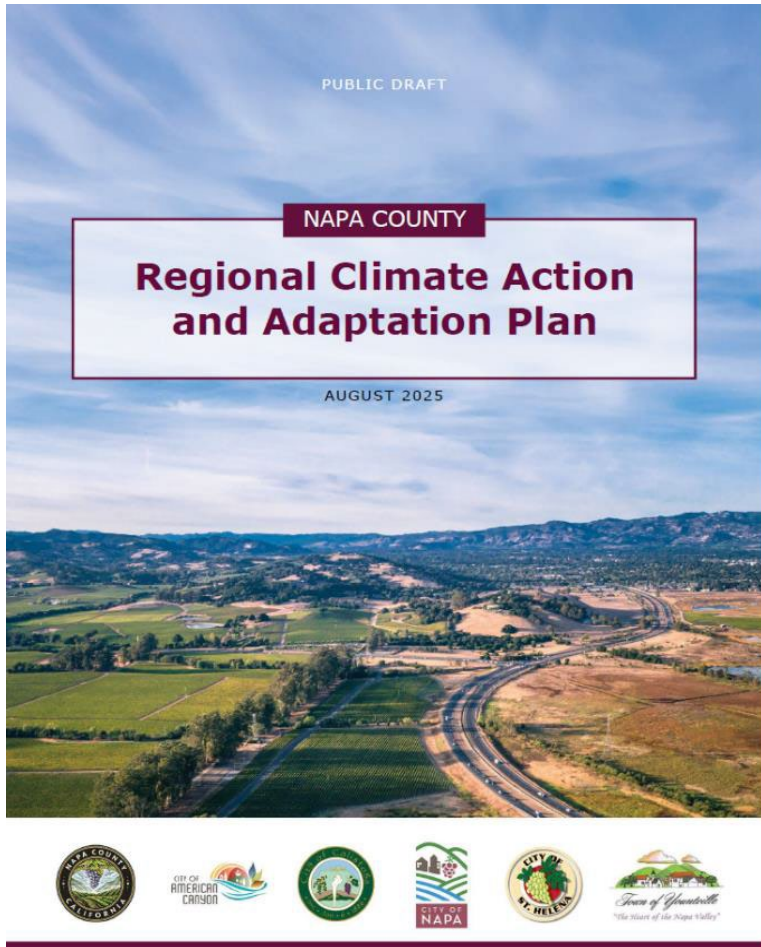


Napa County Regional Climate Action and Adaptation Plan

September 2025



What is the RCAAP?



- **Comprehensive, long-range, climate plan**
 - Achieves countywide GHG reduction targets and carbon neutrality goals for 2030 and 2045
 - Provides countywide strategy for climate adaptation and resilience.
 - Builds on existing sustainability & climate initiatives
- **Regional, coordinated plan**
 - Addresses regional emissions and regional climate change impacts (all jurisdictions)
 - Prepared and reviewed by member agencies of the Climate Action Committee (CAC):
 - County of Napa
 - City of American Canyon
 - City of Calistoga
 - City of Napa
 - City of St. Helena
 - Town of Yountville

Why is the RCAAP Needed?

Our Climate Emergency Requires Urgent Action

CLIMATE CHANGE CAN BE NARROWED DOWN TO **5 KEY FACTS**



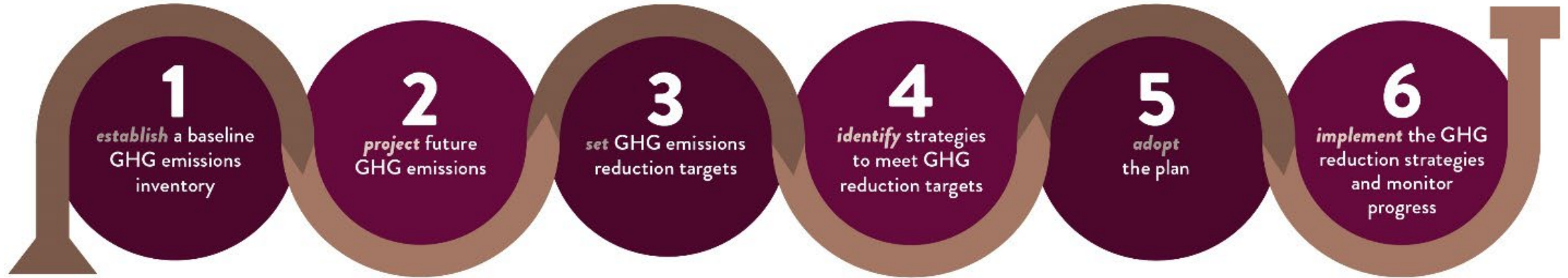
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We're all in this together!

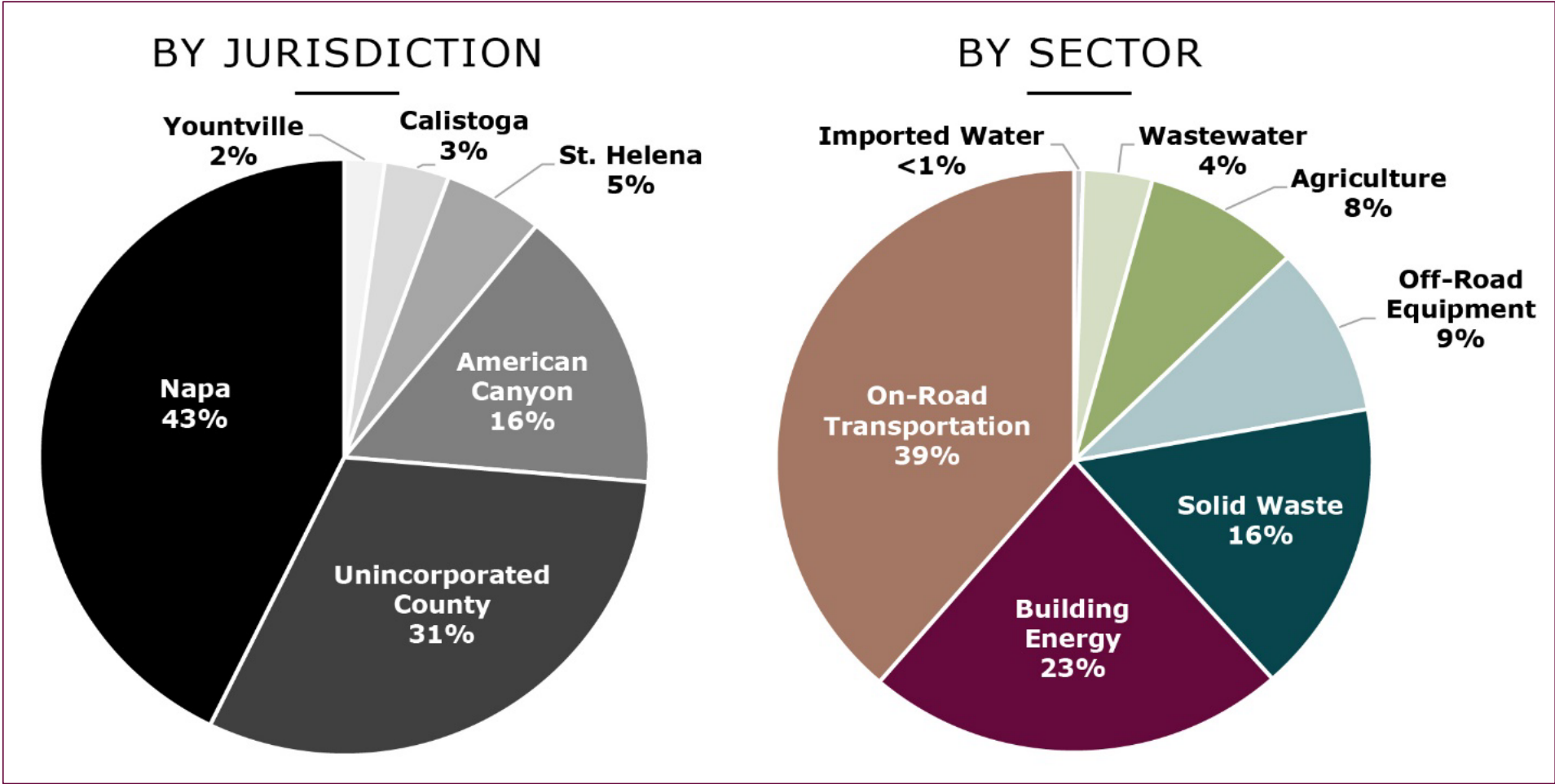
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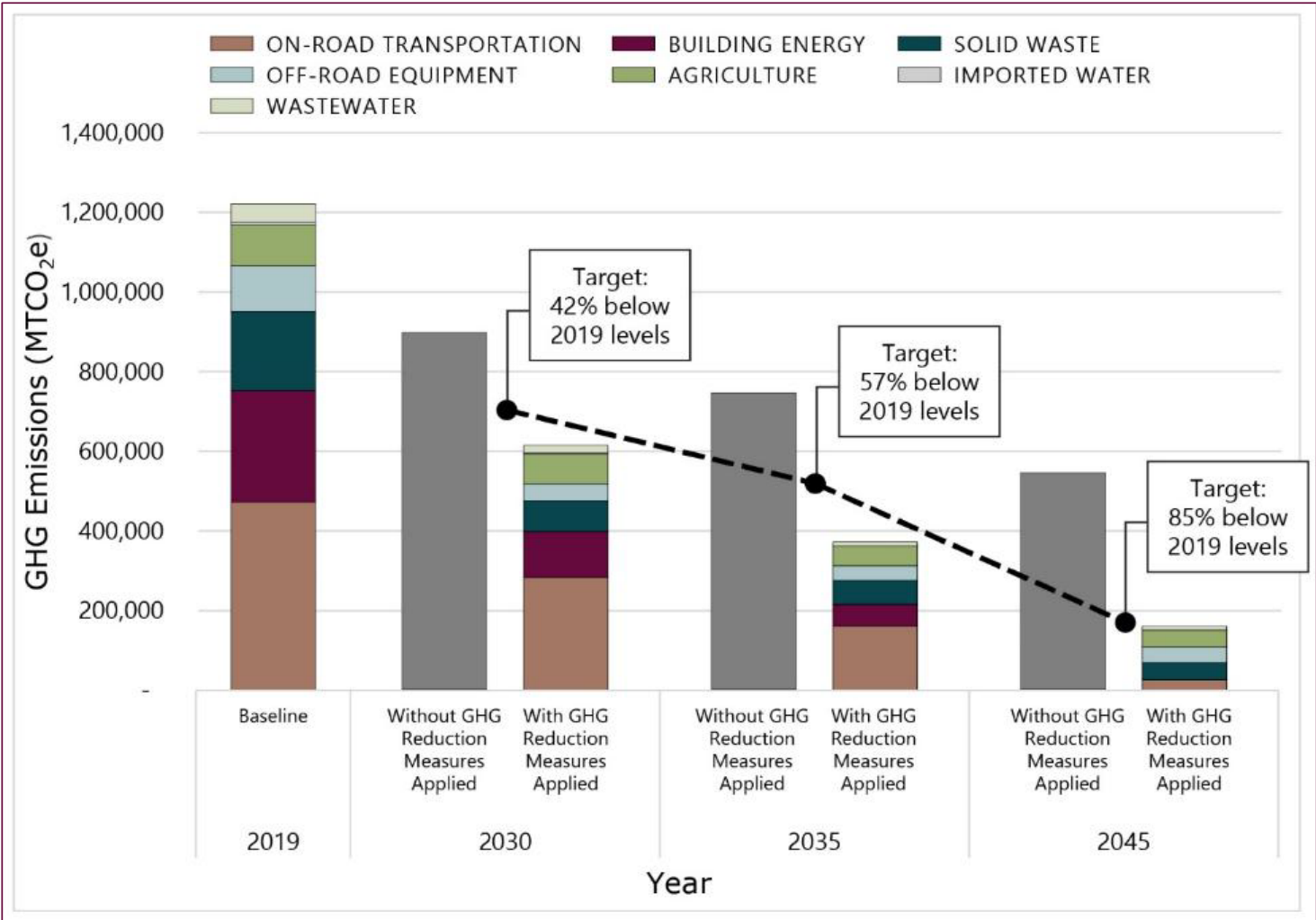


Climate Action: GHG Mitigation

Napa County's Regional GHG Emissions Inventory (2019)

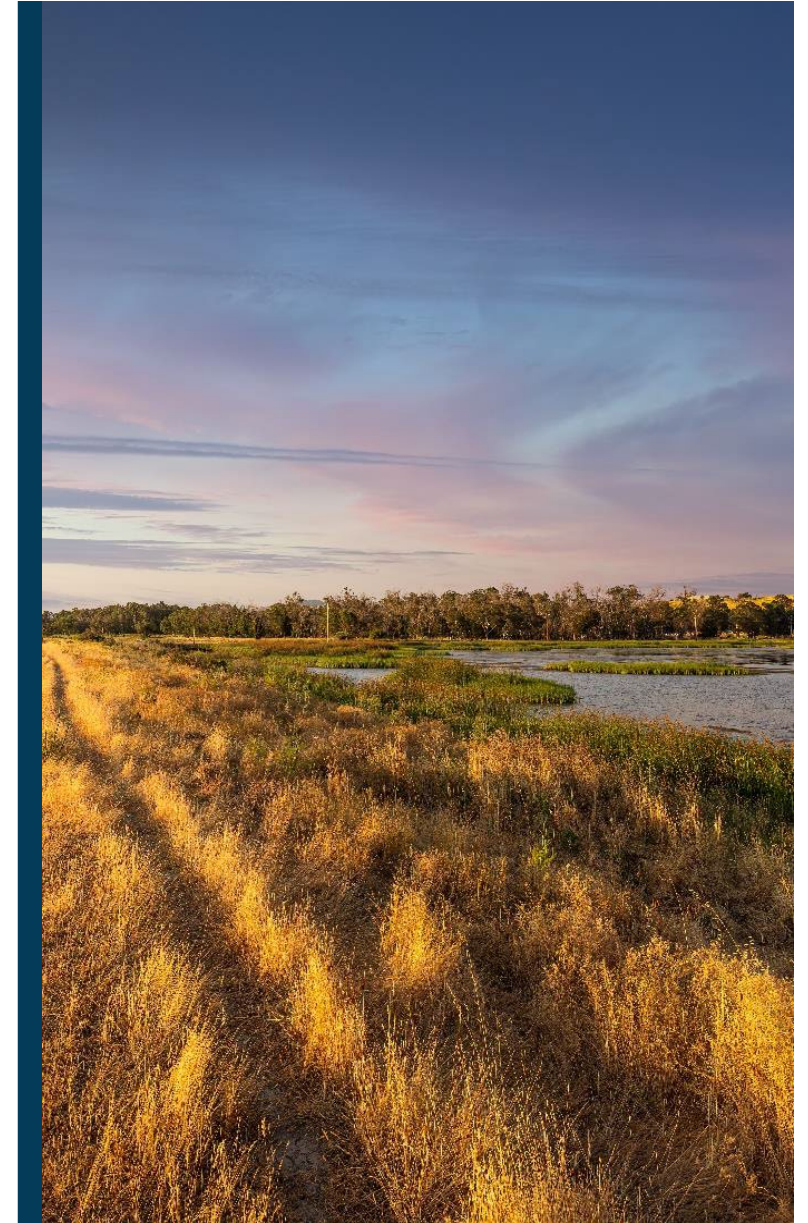


Forecasted GHG Emissions, Targets, and GHG Reduction Measures



RCAAP GHG Reduction Strategies

- **21 Strategies**, aligned with GHG emissions sectors + carbon sequestration opportunities
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 - 17 quantifiable measures
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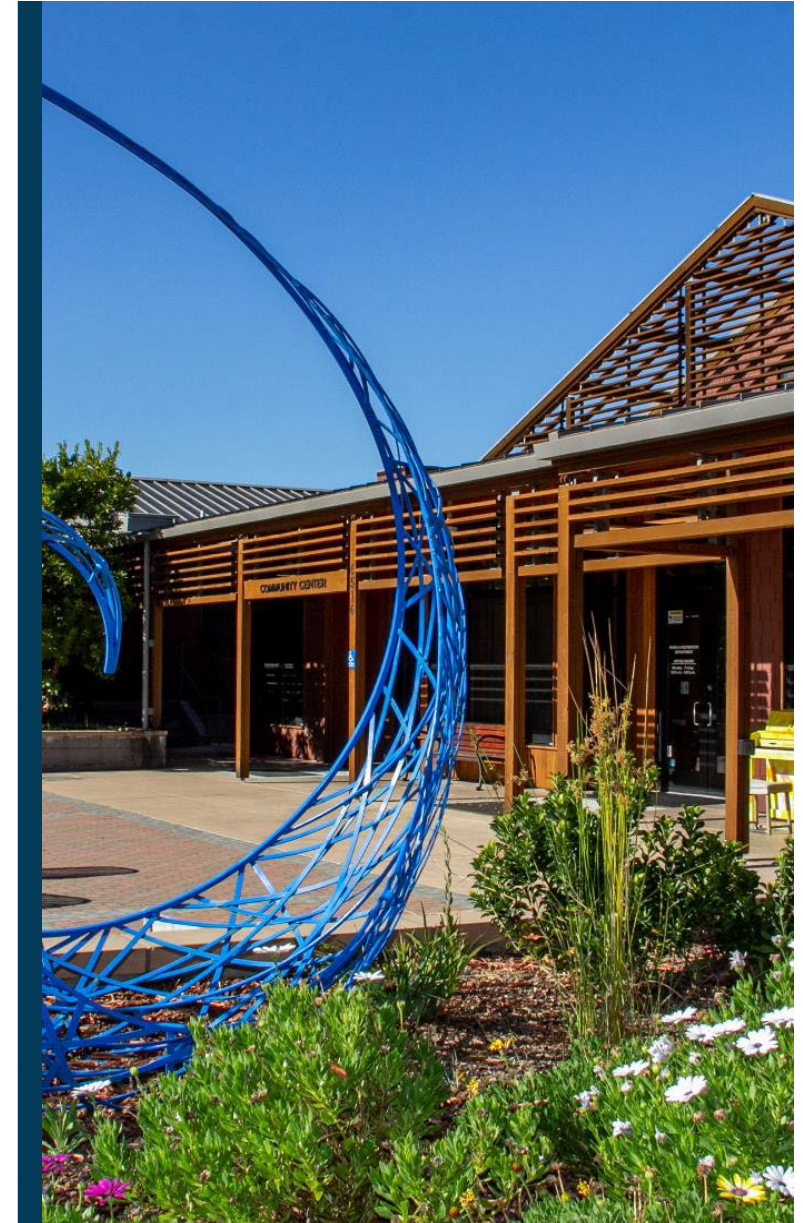


Building Energy

- **Clean and Efficient Energy Use in Existing Buildings**
 - Retrofit All Existing Buildings to Zero Carbon
 - Energy Audits & Incentives
 - Increase Renewable Energy Generation & Storage
 - Sustainable Winery Certifications
- **Zero-Carbon New Development**
 - Require New Buildings to be Zero-Carbon
- **Energy Education, Awareness, and Behavior Change**
 - Empower Community to Reduce Building Energy Emissions

Anthropogenic reductions in 2045: 58,375 MTCO₂e

- 8% of all reductions
- 14% of all anthropogenic reductions





Transportation

- **Reducing How Much We Drive (vehicle miles traveled, or VMT)**
 - Increase Active Transportation Options
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 - Reduce Winery Wastewater Hauling
- **Electrification of Vehicles & Equipment**
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- **Expand Zero-Carbon Fuels**
- **Transportation Education**

Anthropogenic reductions in 2045: 76,511 MTCO₂e

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- 18% of all anthropogenic reductions



Solid Waste

- **Promote Zero Waste**
 - Increase Solid Waste Diversion
 - Reduce Construction & Demolition Waste
 - Waste Education (Reduce/Reuse/Recycle/Compost)
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 - Increase Methane Capture Capacity and Efficiency
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Anthropogenic reductions in 2045: 173,057 MTCO₂e

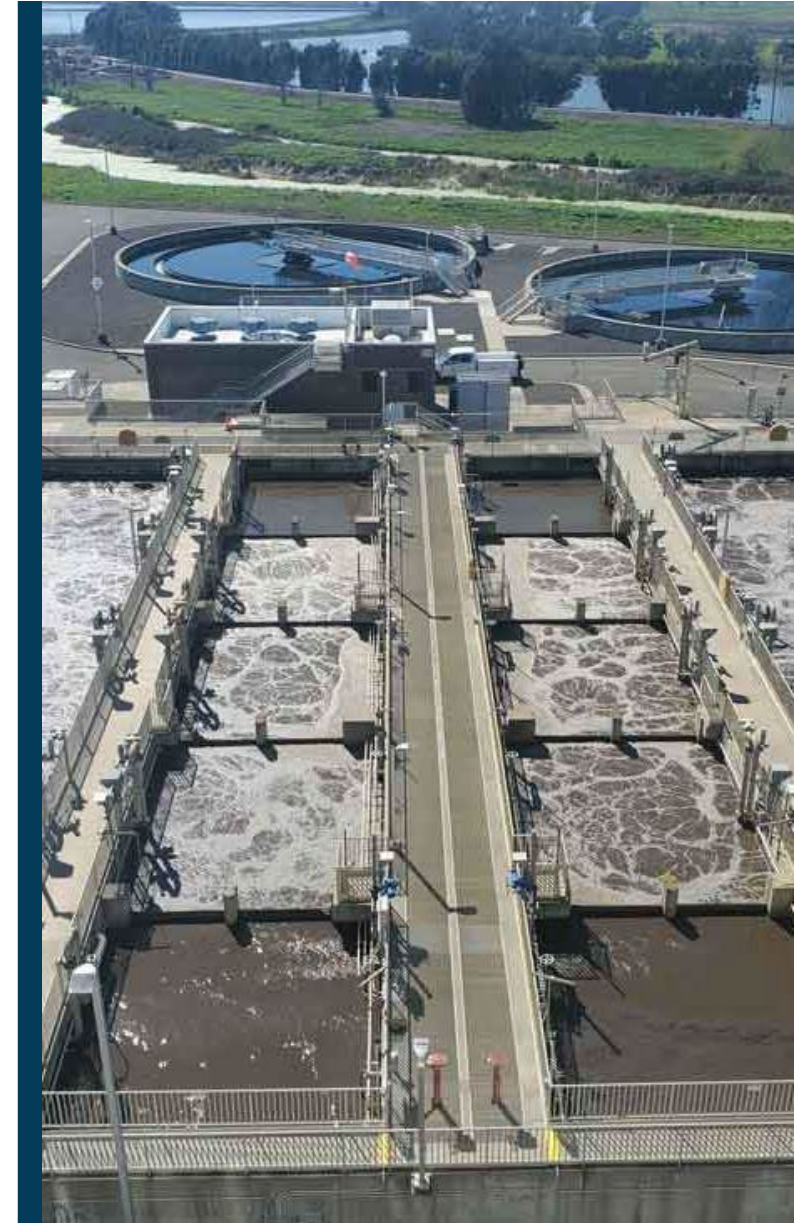
- 23% of all reductions
- 41% of all anthropogenic reductions

Water & Wastewater

- Reduce Water Waste
- Improve Water Conservation & Efficiency
- Native and Drought-Tolerant Landscaping
- Reduce Methane Emissions from Treatment Plants
- Explore Recycled Water Opportunities

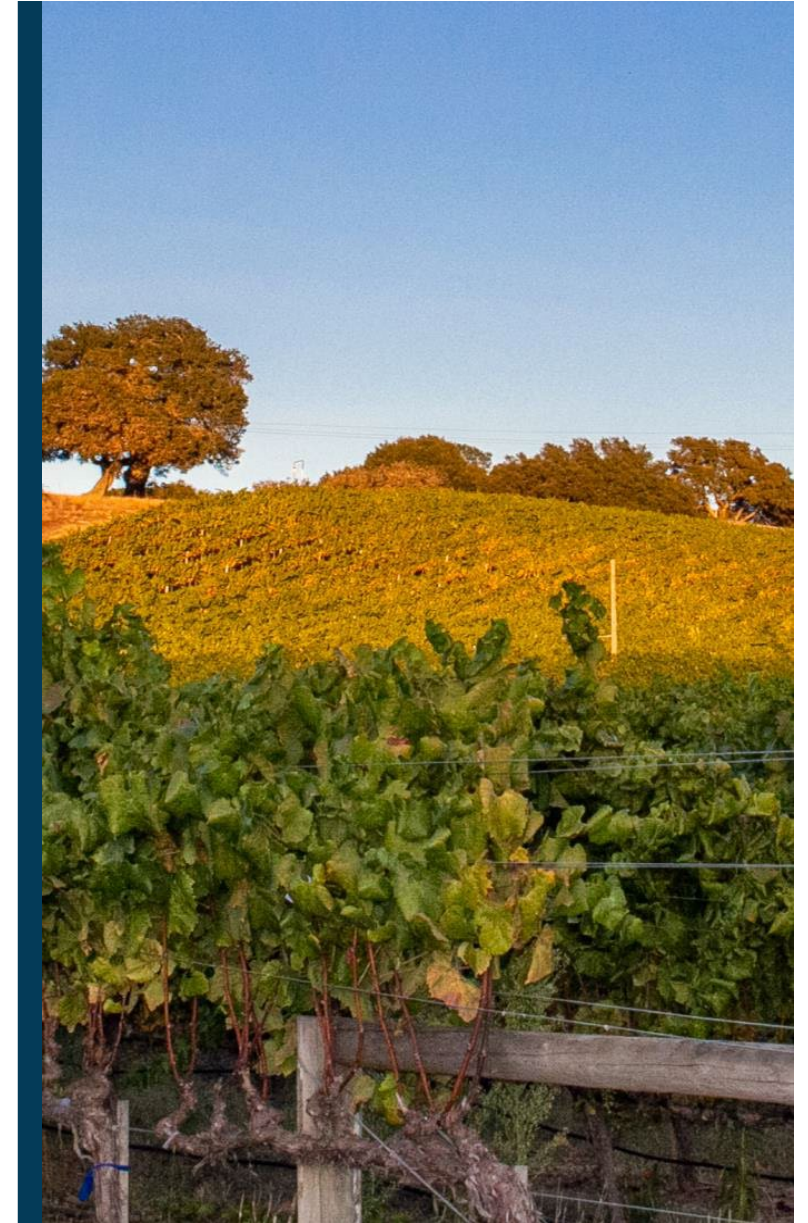
Anthropogenic reductions in 2045: 45,412 MTCO₂e

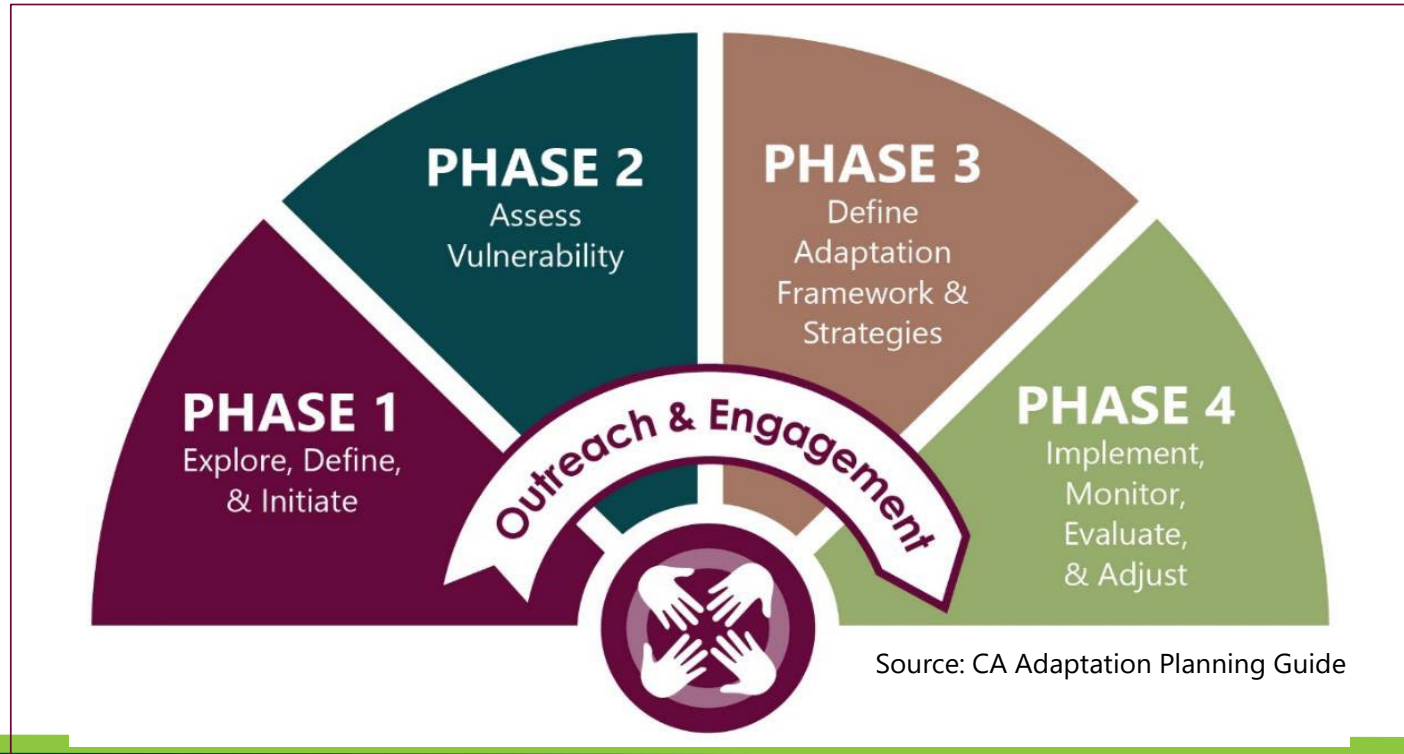
- 6% of all reductions
- 11% of all anthropogenic reductions



Agriculture and Open Space

- Reduce Fossil Fuel Use in Farming Equipment
- Increase Carbon Farming
- Increase Sustainable Vineyard Certifications
- Sustainable Livestock Practices
- Expand Urban Forest
- Accelerate Woodland and Forest Restoration and Stewardship
- Avoid or Minimize Carbon Stock Loss Attributable to Land Use Change



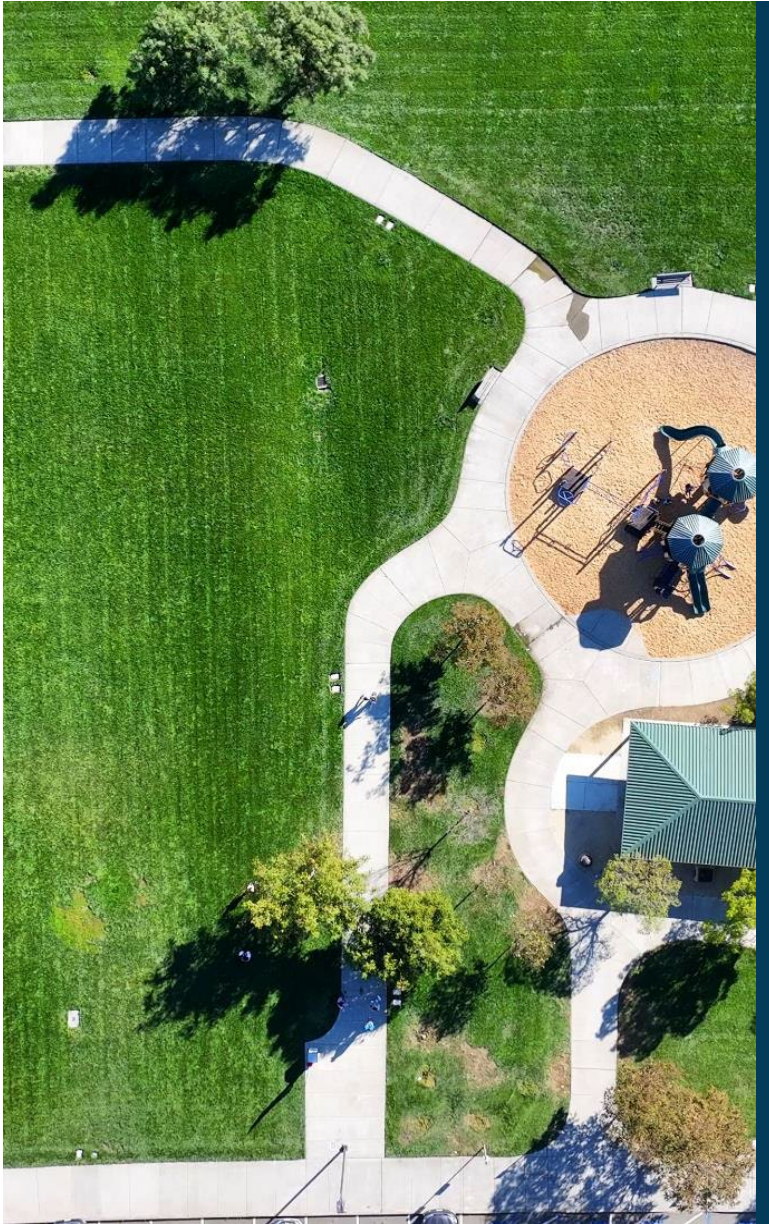


Climate Adaptation

Climate Adaptation & Resilience Strategies

- All-Hazards Approach to Climate Resilience: People, Infrastructure, Natural Resources
- Wildfire Risk Reduction and Preparedness
- Extreme Heat Mitigation
- Enhanced Flood Protection
- Long-Term Adaptation to Sea-Level Rise
- Energy Grid Resilience





Implementation & Monitoring

- Local adoption of the RCAAP (all 6 jurisdictions)
- Regionally-coordinated implementation strategy
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Next Steps

- **Aug 1 – Sept 30, 2025:** Public Review & Comment Period
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- Spring 2026: Adoption Hearings
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CITY OF ST HELENA
RCAAP TABLE 3.1 DRAFT EVALUATION

Measure ID	Strategy/Measure Title	2030	2035	2045	Completed or In Progress	Viable with limited resources	Viable with significant resources	Not Viable or Additional Study Req'd
Strategy: Clean and Efficient Energy Use in Existing Buildings								
BE-1	Retrofit Existing Buildings to Zero Carbon	38,703	57,957	36,412			X	
BE-2	Energy Audits for Existing Non-Residential Buildings					X		
BE-3	Increase Renewable Energy Generation	1,875	3,510	-			X	
BE-4	Increase Sustainable Winery Certification							X
Strategy: Zero Carbon Development								
BE-5	Decarbonize New Buildings	19,418	18,428	21,963			X	
Strategy: Energy Education, Awareness, and Behavior Change								
BE-6	Empower Community to Reduce Building Energy Emissions					X		
Strategy: Low Vehicle Miles Traveled								
TR-1	Reduce Vehicle Miles Traveled Countywide					X		
Strategy: Reduce Commercial VMT								
TR-2	Reduce Winery Wastewater Hauling Emissions	520	415	215				X
Strategy: Zero Carbon Fuels								
TR-3	Expand Electric Vehicle Charging Infrastructure						X	
TR-4	Leverage New Development to Support Zero-Emission Vehicles					X		
TR-5	Increase Municipal Zero-Emission Vehicle Adoption						X	
TR-6	Increase Commercial Zero-Emission Vehicle Adoption						X	
TR-7	Increase Residential Zero-Emission Vehicle Adoption						X	
TR-8	Restrict Development of New Fossil Fuel Pumps					X		
TR-9	Expand Renewable Diesel Availability	17,830	36,228	43,785			X	
Strategy: Active Transportation								
TR-10	Implement the Active Transportation Plan	1,829	1,708	748	X			
Strategy: Transportation Demand Management (TDM)								
TR-11	Expand Transportation Demand Management Programs	3,689	2,351	673		X		
TR-12	Fund Local Transportation Infrastructure Improvements				X			
Strategy: Visitor TDM								
TR-13	Reduce Vehicle Miles Traveled of Visitors to Napa County					X		
Strategy: Parking								
TR-14	Reduce or Eliminate Parking Requirements				X			
Strategy: Transportation Education								
TR-15	Empower Community to Choose Active Transportation Options					X		
Strategy: Electrification and Clean Alternatives								
OF-1	Reduce Landscaping-Related Emissions	290	149	12		X		
OF-2	Zero-Emission Loading Docks	271	541	820				X
OF-3	Zero Carbon Construction Equipment - Community	-	5,944	10,221				X
OF-4	Zero Carbon Construction Equipment - Municipal	236	472	472				X
Strategy: Promote Zero Waste								
SW-1	Increase Solid Waste Diversion	47,342	56,974	68,072	X			
SW-2	Reduce Construction and Demolition Waste				X			
SW-3	Waste Education and Awareness					X		
Strategy: Reduce Landfill Emissions								
SW-4	Increase Landfill Methane Capture Capacity	93,048	98,772	104,985				X

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SW-5	Support Increased Methane Capture Efficiency at Regional Landfills							X
SW-6	Support Waste-to-Energy Facilities							X
Strategy: Wastewater Treatment								
WW-1	Reduce Methane Emissions from Wastewater Treatment Plants	32,739	43,227	45,412				X
Strategy: Promote Recycled Water								
WW-2	Explore Recycled Water Opportunities						X	
Strategy: Water Use Efficiency Conservation								
WW-3	Reduce Residential Water Use				X			
WW-4	Prioritize Native Drought Tolerant Plants in Municipal Landscaping				X			
WW-5	Reduce Wasteful Potable Water Use				X			
WW-6	Reduce Public Distribution System Water Loss						X	
Strategy: Reduce Water Loss								
WW-7	Improve Water Efficiency and Conservation				X			
Strategy: Reduce GHGs from Agricultural Equipment								
AG-1	Reduce Fossil Fuel Consumption in Field Equipment	25,316	49,020	52,862				X
AG-2	Promote Sustainable Agricultural Equipment							X
Strategy: Increase Carbon Storage								
AG-3	Expand Carbon Farming Practices†							X
AG-4	Report on Carbon Farming Practices†							X
AG-5	Expand the Urban Forest†					X		
AG-6	Accelerate Woodland and Forest Habitat Restoration and Stewardship in Rural Areas†	82,201	123,302	164,403				X
Strategy: Reduce Emissions from Vineyard Management								
AG-7	Increase Sustainable Vineyard Certification†	20,778	63,556	167,444				X
Strategy: Reduce Emissions from Livestock								
AG-8	Enhance Sustainable Livestock Practices							X
Strategy: Avoid or Minimize Carbon Sequestration Loss								
AG-9	Avoid or Minimize Carbon Sequestration Losses Associated with Development Projects							X
	Total Annual Reductions from human-caused sources only	283,105	375,696	386,653				
	Reductions Needed to Meet 2030 and 2045 Targets ¹	189,219	227,410	368,542				
	On Track to Meet Target?	Yes	Yes	Yes				
	Total Annual Reductions from all sources	386,084	562,553	718,500				
	Reductions Needed to Meet the 2045 Carbon Neutrality Goal ¹	189,219	227,410	547,378				
	On Track to Meet 2045 Carbon Neutrality Goal?	Yes	Yes	Yes				
Notes: N/A = not available. Refers to a qualitative measure. MTCO ₂ e = metric tons of carbon dioxide equivalent. Values may not sum due to rounding.								
† Refers to GHG reduction through non-anthropogenic source.								
¹ See Table 2.5								
Source: Analysis conducted by Ascent in 2024.								

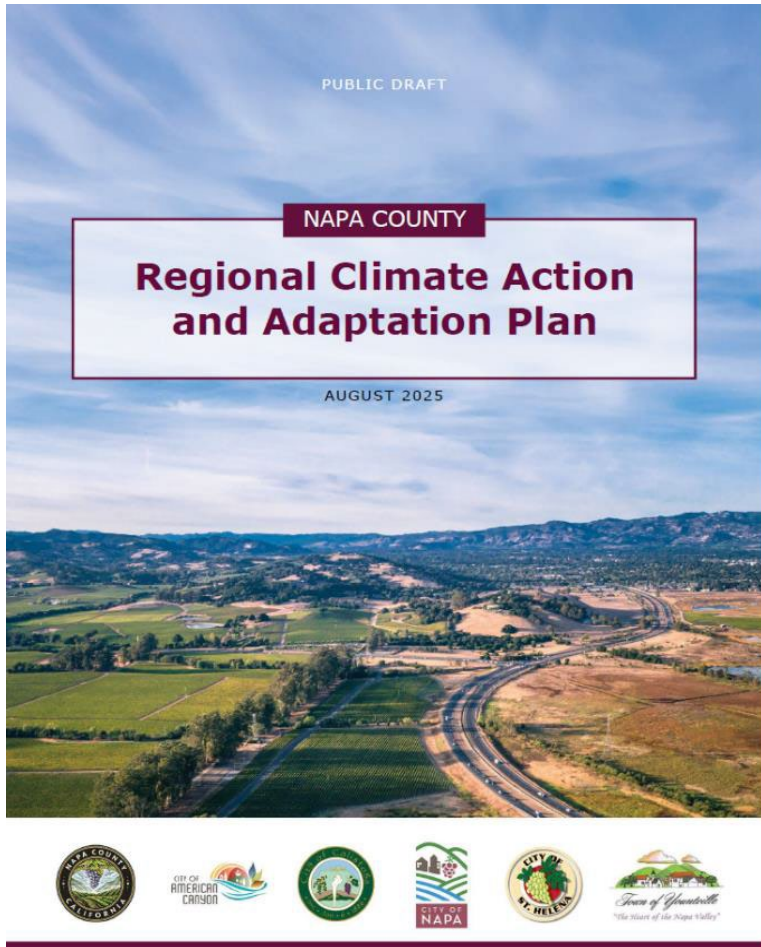


Napa County Regional Climate Action and Adaptation Plan

September 2025



What is the RCAAP?



- **Comprehensive, long-range, climate plan**
 - Achieves countywide GHG reduction targets and carbon neutrality goals for 2030 and 2045
 - Provides countywide strategy for climate adaptation and resilience.
 - Builds on existing sustainability & climate initiatives
- **Regional, coordinated plan**
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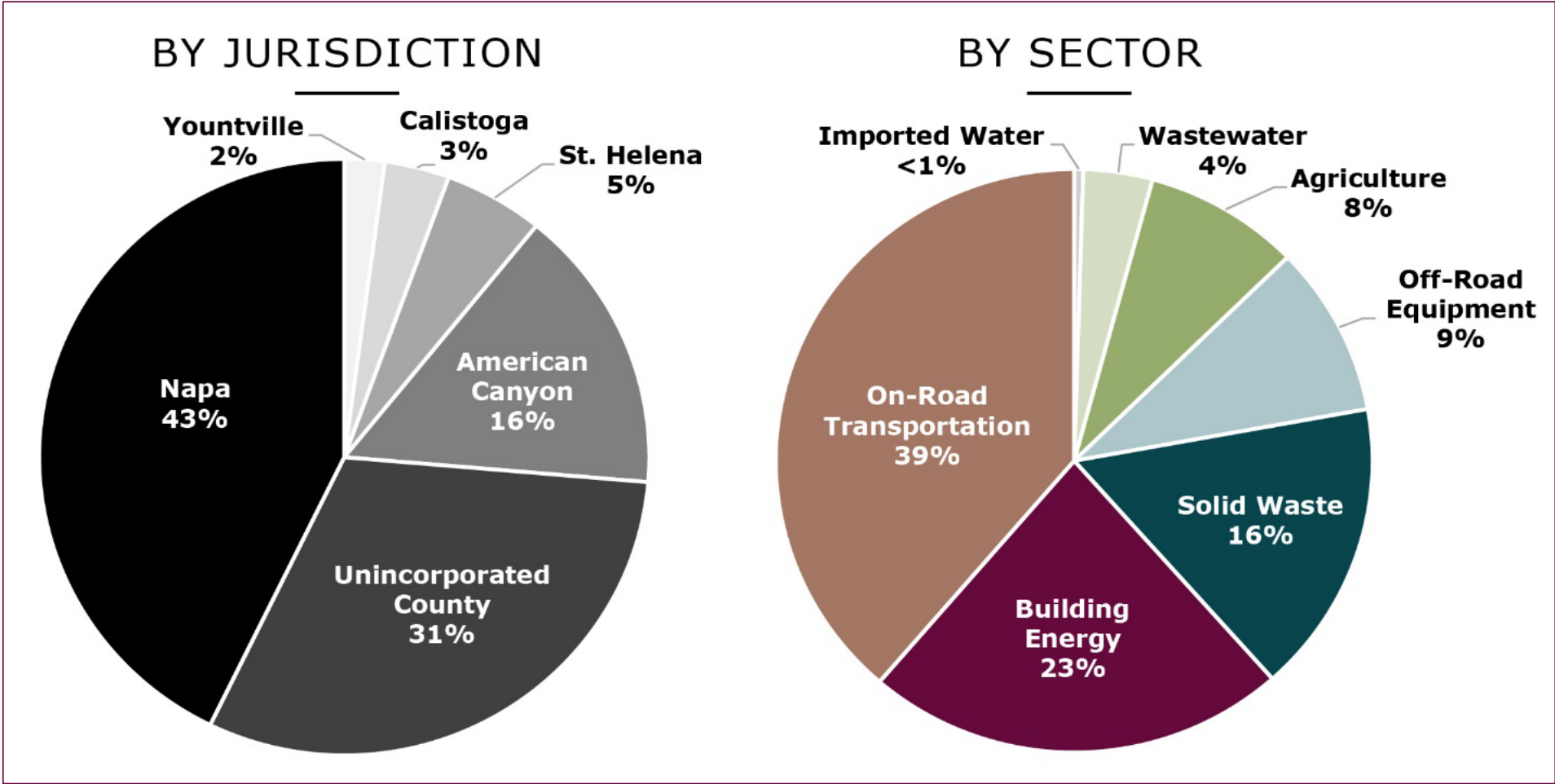
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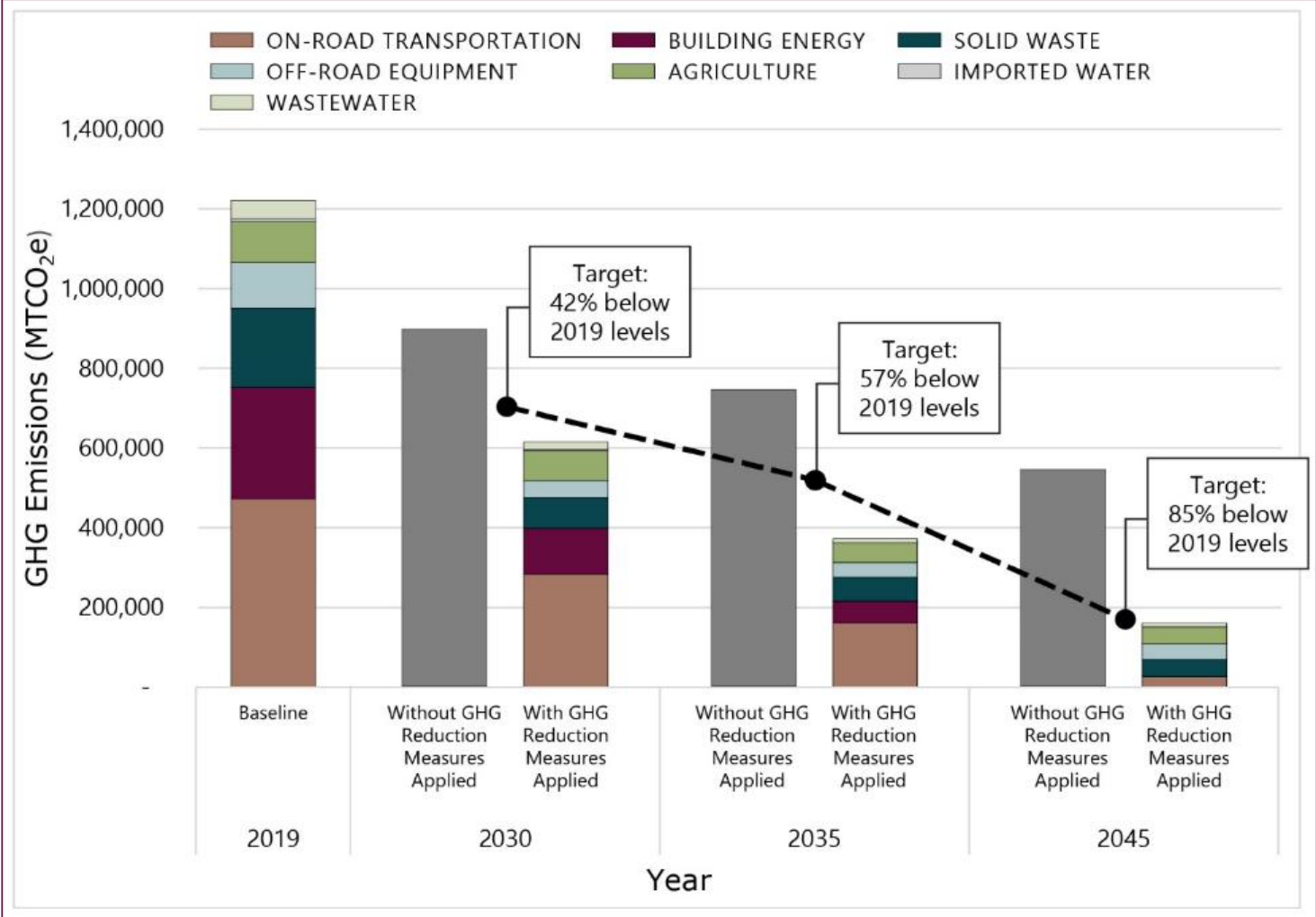


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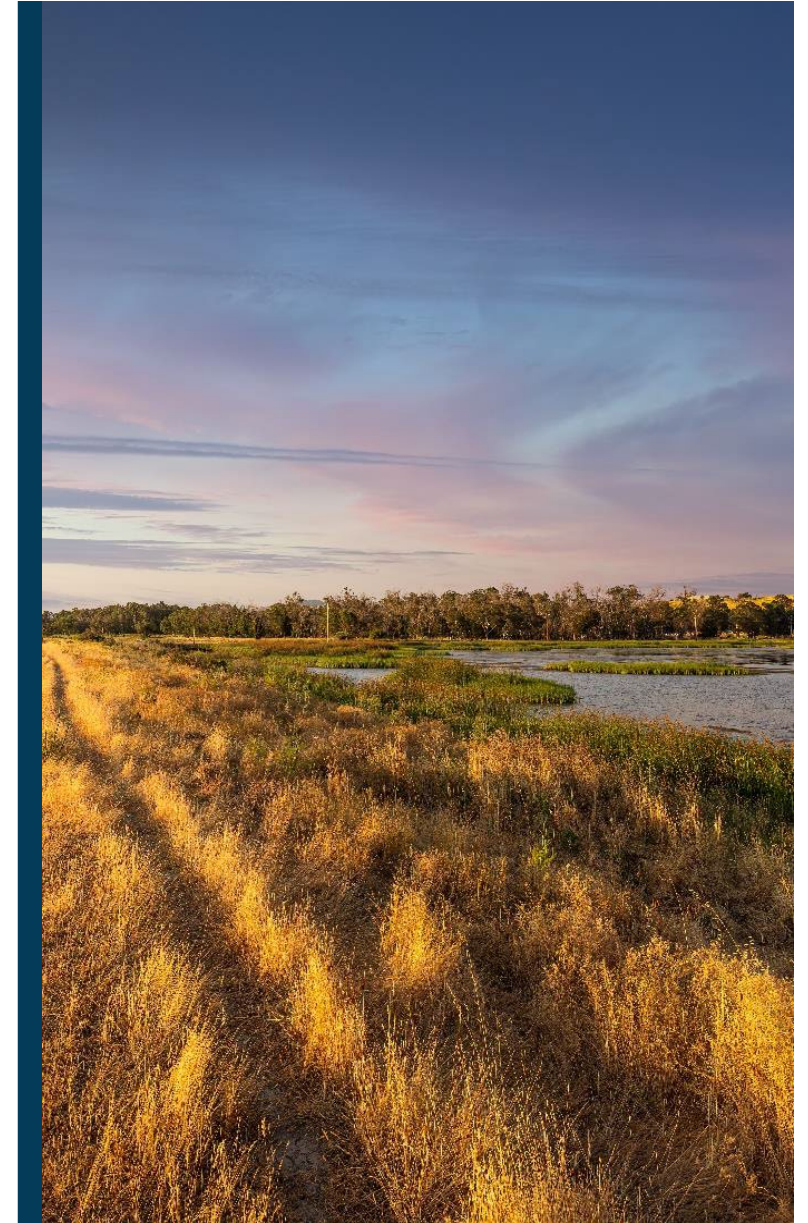


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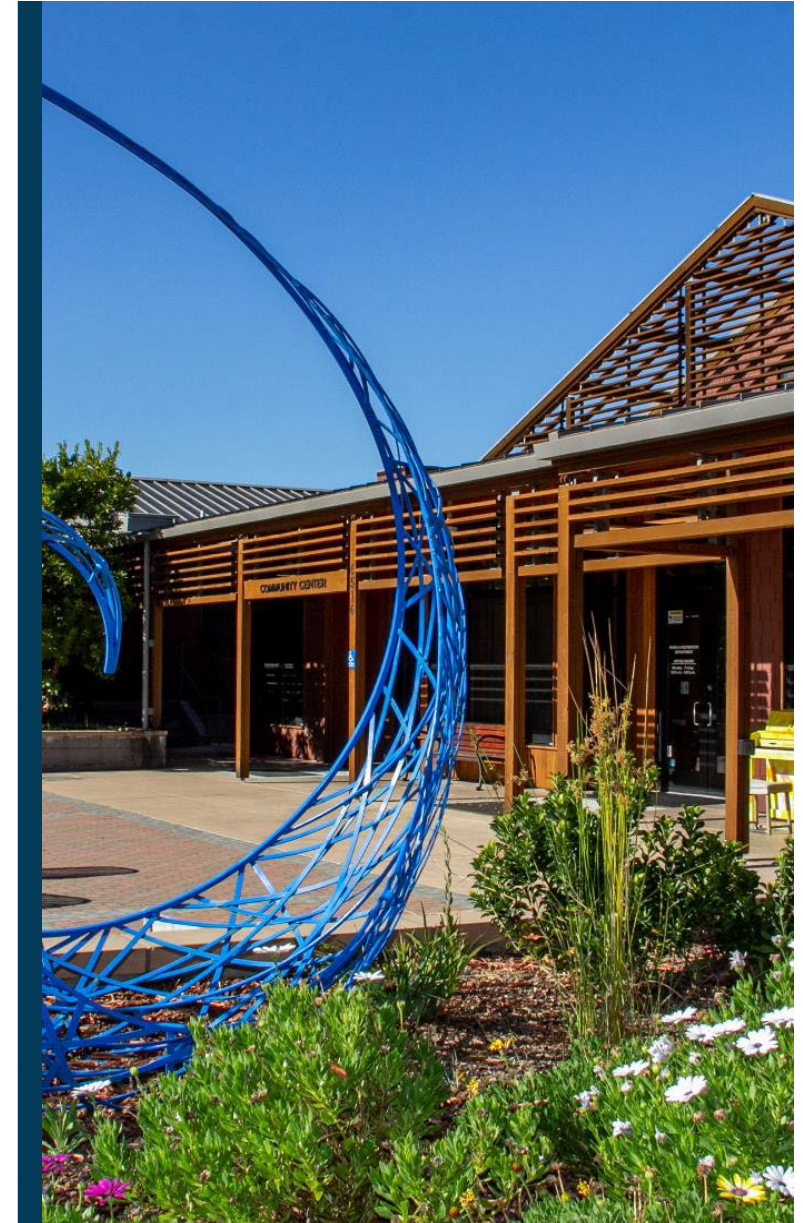


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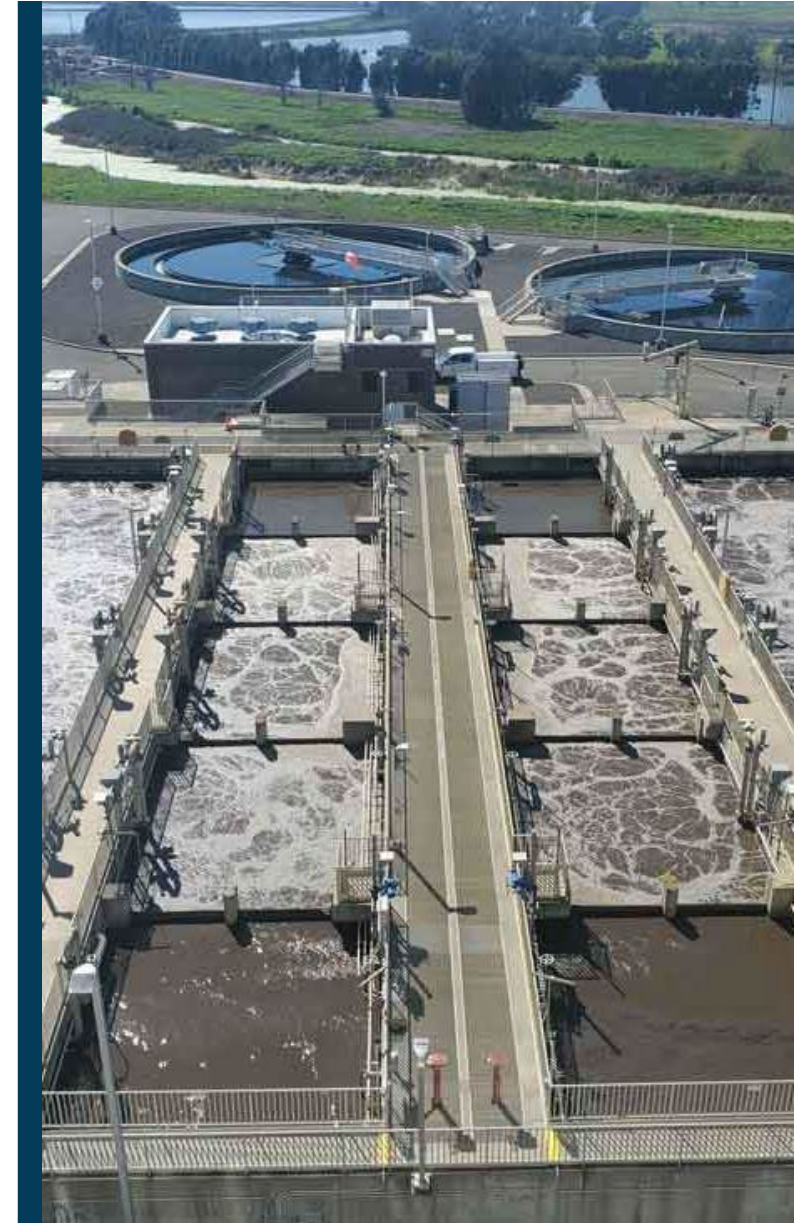
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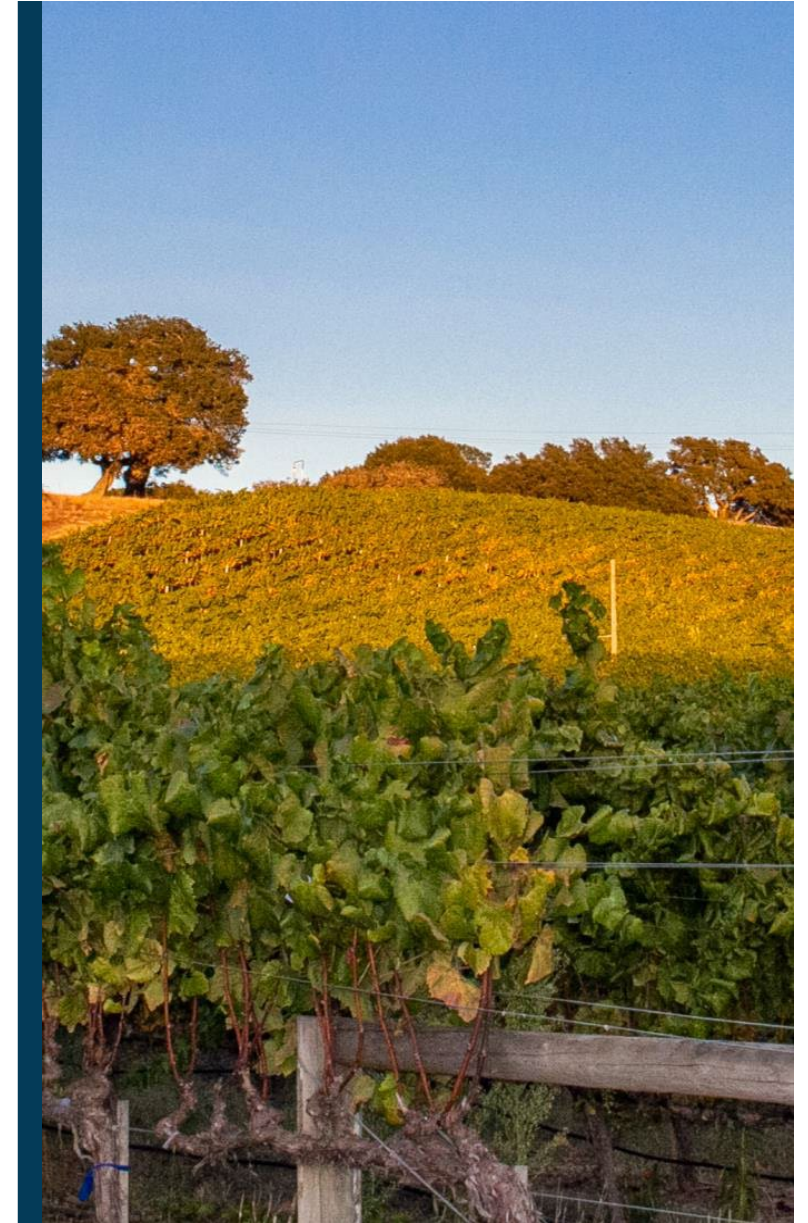
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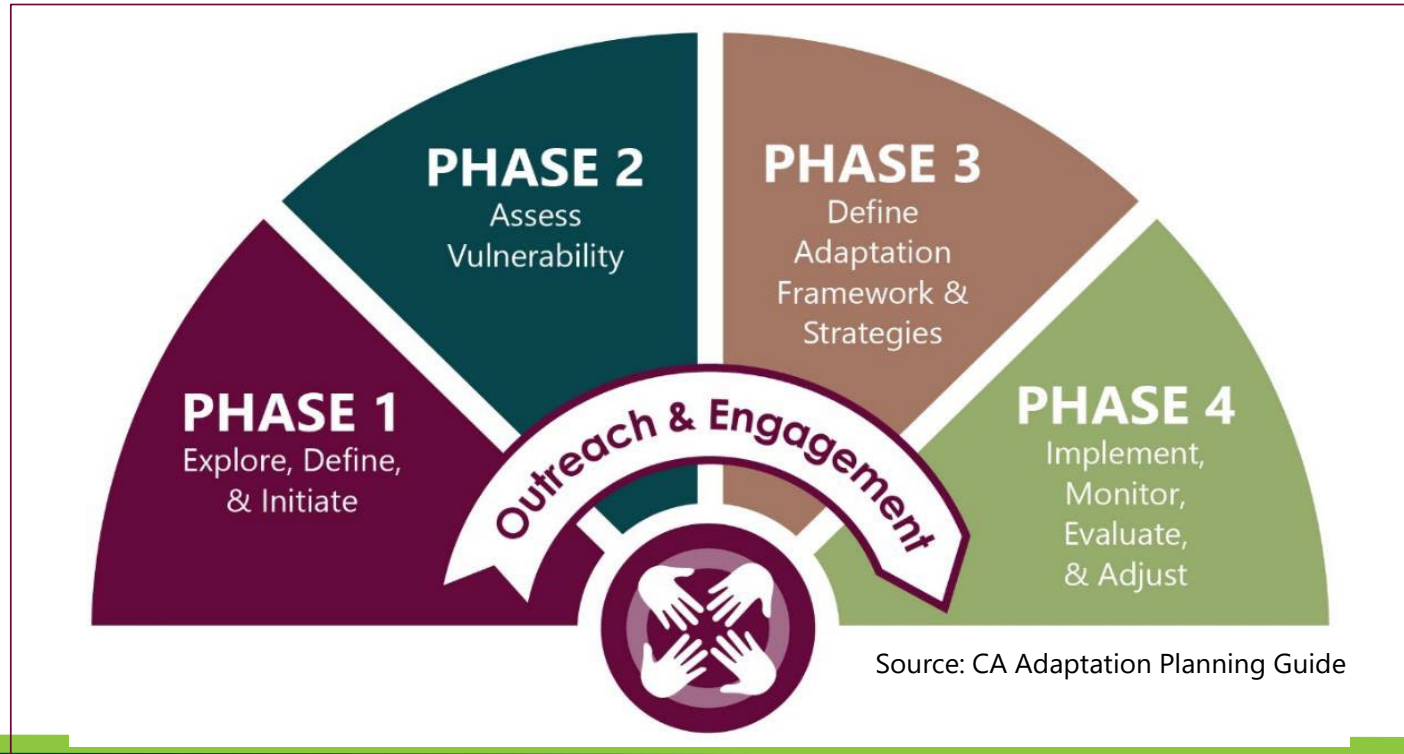
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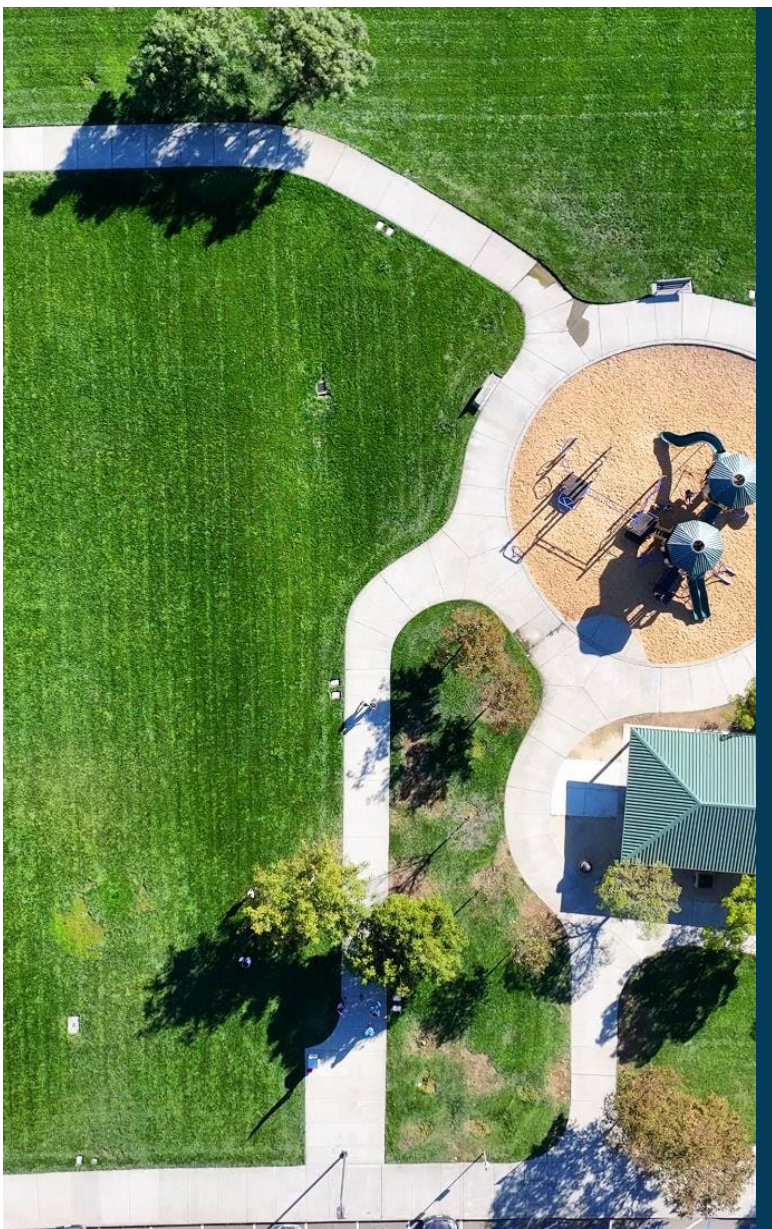


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From: [Christopher J Warner](#)
To: [Public Comment](#); [Erika Opp](#)
Cc: [Paul Dohring](#); [Michelle Deasy](#); [Andrew Bradley](#); [Maya DeRosa](#)
Subject: Preliminary Comments - Draft Regional Climate Action and Adaptation Plan - Agenda Item 13.1 - St. Helena City Council Meeting, Sept. 23, 2025
Date: Friday, September 19, 2025 3:08:17 PM
Attachments: [Draft RCAAP Comments St. Helena and CAC Summary of Recommendations.pdf](#)
[Draft RCAAP Comments St. Helena and CAC.pdf](#)

Attached are preliminary comments on Agenda Item 13.1, the Draft Regional Climate Action and Adaptation Plan (RCAAP). Also attached is a summary of recommendations included in the preliminary comments. These comments also will be shared with the Napa Climate Action Committee. These comments are solely personal and not in any official capacity or representing any third party or entity.

Thank you for your consideration of these comments.

Christopher J. Warner
1434 Grayson Avenue
St. Helena, CA 94574
(415) 309-9572

Christopher J. Warner
Preliminary Comments on
Draft Napa Regional Climate Action and Adaptation Plan
September 19, 2025¹

Summary of Recommendations

The Draft RCAAP's voluntary measures and programs are worthy of consideration and potential funding by the Climate Action Committee, participating jurisdictions and the public. However, the mandatory greenhouse gas reduction and climate adaptation measures recommended by the Draft RCAAP are not supported by environmental analysis, quantitative benefit-cost evaluations, consideration of impacts on vulnerable and disadvantaged communities, or feasible funding to pay for the government costs of implementation. These proposed mandatory measures and programs should not be considered or adopted until the missing analyses, evaluations and assured sources of funding are completed and available for review and public consideration.²

- 1. RECOMMENDATION: Public comments and final adoption of the Draft Plan by participating jurisdictions should not be scheduled until the required environmental and legal reviews and modifications to the RCAAP in response to the environmental and legal reviews are completed and available to the public.**
- 2. RECOMMENDATION: The Draft RCAAP should not be considered and adopted until realistic sources of funding and budgets for the \$1.1 billion in governmental costs of implementing the plan are identified and assured, particularly in light of severe current reductions in available state and federal funding.**
- 3. RECOMMENDATION: The Draft RCAAP should include benefit-cost evaluations for each proposed measure and program, consistent with benefit-cost methods for government programs and regulations, before the Draft RCAAP is submitted to the Napa jurisdictions and the public for consideration. Specific benefit-cost evaluations are required for the mandatory building electrification measures that would force Napa homeowners, schools, hospitals, offices, restaurants, stores, hotels, wineries, government buildings and other property and building owners to stop using their gas appliances and retrofit and rewire all**

¹ These comments are solely personal and individual, and not provided in any official capacity and not on behalf of any third party or entity.

² These comments do not address the potential changes in assumptions in the Napa greenhouse gas inventory used in the draft RCAAP, which appear to assume that any changes in greenhouse gas emissions since the 2019 data used in the inventory, such as changes in vehicle miles traveled (VMTs) or water consumption due to COVID, water rate increases, or other factors, should be excluded from the GHG inventory. See draft RCAAP, Appendix B, Greenhouse Gas Inventory Memorandum, November 29, 2022, p. 1 (“The update year of 2019 was selected because this was the latest year in which data were most complete and excludes data anomalies due to the COVID-19 pandemic starting in 2020, such as reduced transportation emissions from increase telecommuting.”)

their existing residential and non-residential buildings at an average cost of \$30,000-\$100,000 per home and building, and require electrification of all new housing and buildings. Other potentially costly mandatory measures would be imposed on municipal water and waste disposal systems; existing wineries, vineyards and agriculture; residential water uses and rates; home hardening; vehicle use by commuters, visitors and residents; availability of public parking, etc. None of the mandatory measures and programs should be adopted until specific cost estimates and benefit-cost evaluations are completed for each measure and program.

4. **RECOMMENDATION:** The procedural schedule should be modified to consider and complete the changes to General Plans, Housing Elements, zoning and building codes and local climate plans that would be required prior to adoption and implementation of the Draft RCAAP.
5. **RECOMMENDATION:** The confusion as to whether the Draft RCAAP is intended to require new, mandatory measures unanimously agreed to by all participating jurisdictions and/or enforceable by an independent new “joint powers authority” should be resolved before any further public, stakeholder or local government consideration of the Draft RCAAP.
6. **RECOMMENDATION:** The equity and affordability analysis of the Draft RCAAP and its impacts on vulnerable and disadvantaged communities should be developed and included prior to any consideration of the Draft RCAAP by participating jurisdictions and the public.
7. **RECOMMENDATION:** The Draft RCAAP should not be considered by the participating jurisdictions and the public until the estimated compliance costs to the public and all affected stakeholders are included in the Draft RCAAP.
8. **RECOMMENDATION:** The Draft RCAAP’s proposed mandatory residential and non-residential building electrification measures should not be adopted unless the quantitative benefits to Napa residents and businesses significantly exceed the costs of compliance and the impacts on real estate market values and appraisals that impact property tax revenues.
9. **RECOMMENDATION:** Similar to the existing building electrification mandate, the Draft RCAAP’s proposed new building electrification mandate should not be adopted unless the direct benefits and costs to new housing and buildings are evaluated and the benefits significantly exceed the costs to new and affordable housing, economic development and the local Napa economy.

Christopher J. Warner
Preliminary Comments on
Draft Napa Regional Climate Action and Adaptation Plan
Submitted to
St. Helena City Council, September 23, 2025 Meeting, Agenda Item 13.1
And to Napa Climate Action Committee
September 19, 2025¹

Summary.

The Draft RCAAP's **voluntary measures and programs are worthy of consideration and potential funding** by the Climate Action Committee, participating jurisdictions and the public. However, the **mandatory greenhouse gas reduction and climate adaptation measures** recommended by the Draft RCAAP **are not supported by environmental analysis, quantitative benefit-cost evaluation, impacts on vulnerable and disadvantaged communities, or feasible funding to pay for the government costs of implementation.** These proposed mandatory measures and programs should not be considered or adopted until the missing analyses, evaluations and assured sources of funding are completed and available for review and public consideration.²

Discussion.

As a threshold matter, the Climate Action Committee staff should be commended for providing a draft regional climate action plan for initial public consideration. The work put into the Draft RCAAP so far is extraordinary, particularly for its recommendation of voluntary actions that members of the public can take themselves to address climate change.

¹ The following are preliminary comments on the Draft Napa Regional Climate Action and Adaptation Plan (Draft RCAAP). These comments are personal, and not in any official capacity or representing any third party or entity. These preliminary comments will be supplemented as more information and content are added to the Draft RCAAP.

² These comments do not address the potential changes in assumptions in the Napa greenhouse gas inventory used in the draft RCAAP, which appear to assume that any changes in greenhouse gas emissions since the 2019 data used in the inventory, such as changes in vehicle miles traveled (VMTs) or water consumption due to COVID, water rate increases, or other factors, should be excluded from the GHG inventory. See draft RCAAP, Appendix B, Greenhouse Gas Inventory Memorandum, November 29, 2022, p. 1 ("The update year of 2019 was selected because this was the latest year in which data were most complete and excludes data anomalies due to the COVID-19 pandemic starting in 2020, such as reduced transportation emissions from increase telecommuting.")

However, as discussed below, the Draft RCAAP fails to include essential information and benefit-cost analyses on its proposed mandatory measures. These analyses are essential for consideration by the Napa Climate Action Committee, elected leaders, communities, and members of the public. The Draft RCAAP is not ready for consideration or adoption until this missing information and analysis is included and the Draft RCAAP complies with environmental and other legal requirements.

The Draft Plan must be modified to answer the following three basic questions, before it can be considered by the public and participating jurisdictions:

- *How much will it cost Napa residents, businesses, schools, hospitals and local governments to comply with the Draft Plan?*
- *Where will Napa local governments get the \$1.1 billion in funding required just to implement and enforce the Draft Plan?*
- *How will the Draft Plan impact workers and other vulnerable and disadvantaged community members in Napa, including impacts on affordable housing, living and commuting expenses, jobs and small businesses?*

Comments on RCAAP Procedural and Legal Status, and Schedule for Adoption

1. Lack of Required Environmental and Legal Reviews.

The Draft RCAAP has not completed required environmental review. The Climate Action Committee staff has recommended seeking to avoid full environmental review, contrary to the Committee consultant's recommendations on CEQA.³ Even if limited, the initial environmental review will not be available for 6- 9 months, and a full environmental review including a program environmental impact report will take more than a year.

³ February 20, 2025 CEQA Approach Memorandum submitted to the Climate Action Committee, pp. 5- 6, 11 ("Due to the deferential standard of review and high degree of legal defensibility, as well as the anticipated potential for significant (and perhaps unavoidable at the program-level) impacts, Ascend encourages the preparation of a PEIR for the RCAAP").

Additionally, municipal and state regulations that prohibit the distribution of natural gas to existing building and property owners have been declared unlawful by the Ninth Circuit, United States Court of Appeal.⁴ The Draft RCAAP's proposal to ban the use of natural gas by mandating that existing residential and non-residential buildings be retrofitted to eliminate the use of gas and gas appliances will not only be significantly costly to the public, but also may be unlawful and barred by the federal courts.

RECOMMENDATION: Public comments and final adoption of the Draft Plan by participating jurisdictions should not be scheduled until the required environmental and legal reviews and modifications to the Draft RCAAP in response to the environmental and legal reviews are completed and available to the public.

2. Lack of Funding for Local Government Costs of Implementing the Draft RCAAP.

The Draft RCAAP includes no assured funding to cover the \$1.1 billion-\$1.4 billion estimated government implementation costs required by the Draft RCAAP's measures and programs.⁵ Unless funding for government implementation costs is assured, it is not feasible for affected Napa governments to evaluate the cost-effectiveness and fiscal feasibility of the proposed measures and programs in the Draft RCAAP.

RECOMMENDATION: The Draft RCAAP should not be considered and adopted until realistic sources of funding and budgets for the governmental costs of implementing the plan are identified and assured, particularly in light of severe current reductions in available state and federal funding.

3. Lack of Modifications and Consistency Reviews of Jurisdictions' General Plans, Housing Elements, Hazard Mitigation Plans, Local Climate Plans, Zoning Codes, Building Codes, Etc.

The Draft RCAAP's procedural schedule includes no schedule for the required modifications to the participating jurisdictions' General Plans,

⁴ *Cal. Rest. Ass'n v. City of Berkeley*, 89 F.4th 1094 (9th Cir. 2024).

⁵ Appendix I, "Cost and Funding Analyses" of the RCAAP indicates that the "implementation" point-cost estimate of \$1.1 billion may range 30% higher, i.e. to as high as \$1.4 billion. Appendix I, p. I-2.

Housing Elements, Hazard Mitigation Plans, local climate plans, zoning and building codes, and potential CEQA mitigation measures. These modifications and reviews must be considered and completed prior to approving and implementing the recommended mandatory individual greenhouse gas reduction and climate adaptation measures in the Draft RCAAP.

RECOMMENDATION: The procedural schedule should be modified to require consideration and completion of required changes to General Plans, Housing Elements, Hazard Mitigation Plans, zoning and building codes and local climate plans prior to adoption and implementation of the Draft RCAAP.

4. Lack of Clarity Regarding Whether the Draft RCAAP's Measures and Programs Are Voluntary or Mandatory When Adopted by the Local Governments, or Will Be Enforced by an Independent "Joint Powers Authority".

The Draft RCAAP as written provides for adoption of numerous legally binding greenhouse gas reduction measures and unbudgeted programs that each Napa local government would be required to enforce against residents, businesses, agricultural entities, housing developers, retailers, workers, visitors and the local governments themselves. The Draft RCAAP also as written appears to be intended to be adopted as a single "regional climate plan" with no separate modifications or changes by individual Napa jurisdictions, but including a yet undetermined sharing and allocation among the individual participating jurisdictions of the \$1.1 billion in government implementation costs and yet undetermined costs of compliance to the public, residents and businesses in each of the jurisdictions.

Contrary to these provisions of the Draft RCAAP as written, initial comments by elected leaders of the various local governments during presentations by Committee staff appeared to be confused as to whether the individual measures and programs in the Draft RCAAP are intended to be voluntary, or whether the plan is intended to be adopted by each jurisdiction "up or down" without separate changes.

Additionally, Committee staff are considering whether enforcement of the Draft RCAAP should be delegated to a new “joint powers authority” instead of to each individual Napa jurisdiction.

RECOMMENDATION: This confusion as to whether the Draft RCAAP is intended to require new, mandatory measures unanimously agreed to by all participating jurisdictions or enforceable by an independent new “joint powers authority” should be resolved before any further public, stakeholder or local government consideration of the Draft RCAAP.

Comments on Substantive Omissions in the Draft RCAAP

1. Lack of Benefit-Cost and Equity Evaluations for Each of the Mandatory Greenhouse Gas Reduction and Climate Adaptation Measures, and Lack of Cost Estimates for the Compliance Costs of Each.

Contrary to California and federal standards on new government regulations and projects,⁶ the Draft RCAAP has no benefit-cost evaluations or cost effectiveness evaluations for each of its 47 targeted and mandatory greenhouse gas reduction measures and programs that Napa governments including St. Helena would be required to adopt and begin implementing in 2026. 30 of the greenhouse gas reduction measures have no quantification of greenhouse gas reductions at all.⁷

RECOMMENDATION: The Draft RCAAP should include benefit-cost evaluations for each proposed measure and program, consistent with benefit-cost methods for government programs and regulations, before the Draft

⁶ See, e.g., OMB Circular No. A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs; [Transportation Economics | Caltrans](#); [Benefit-Cost Analysis | Organizing and Planning for Operations - FHWA Office of Operations](#); [Benefit Cost Analysis \(BCA\) | Mass.gov](#) [Benefit Cost Analysis \(BCA\) | Mass.gov](#) ; the social cost of carbon used in GHG-related benefit-cost evaluations is a monetary estimate of the damage caused by emitting one ton of carbon dioxide. The monetary value used by the federal government has ranged between \$51-\$255 per ton, with discount rates of 3% and 7%. The lack of benefit-cost evaluations in the draft RCAAP is not a new issue for Napa climate planning. See Napa Register article, August 17, 2018 at [Napa County's draft climate action plan has its critics | News | napavalleyregister.com](#).

⁷ Draft RCAAP, p. 3-3; pp.3-4- 3-6, Table 3-1. Inexplicably, Table 3-1 at pp. 3-4- 3-6 lists 47 targeted measures with 30 lacking any quantification of greenhouse gas reductions, while p. 3-3 lists 46 targeted measures.

RCAAP is submitted to the Napa jurisdictions and the public for consideration.

The Draft RCAAP has no “affordability” analysis, and no “equity” evaluation of the impact of the Draft RCAAP on low-income, disadvantaged and vulnerable communities, particularly regarding availability of affordable housing and convenient transportation.

RECOMMENDATION: The equity and affordability analysis of the Draft RCAAP should be developed and included prior to any consideration of the Draft RCAAP by participating jurisdictions and the public.

The “cost estimates” provided in the Draft RCAAP only cover government implementation costs, not the costs to the general public, households, residents, workers or businesses to comply with the Draft RCAAP. Even as so limited, the Draft RCAAP estimates that the costs to Napa governments to implement the Draft RCAAP for 19 of the proposed greenhouse gas reduction measures and “climate adaptation” measures would be from \$1.1 billion to as much as \$1.4 billion.⁸

Divided up by the population of each of the participating Napa jurisdictions, St. Helena’s governmental costs of implementation alone could be 4% or \$44-\$56 million or higher.

The Draft RCAAP provides no estimates of the costs of compliance by residents, homeowners, wineries, hotels, retailers, and other members of the public and businesses *et al.* However, it is reasonable to expect that the **compliance costs overall could be as much as an *order of magnitude higher* than \$1.1- 1.4 billion estimates of governmental implementation costs.**

⁸ Appendix I, “Cost and Funding Analyses” of the RCAAP indicates that the “implementation” point cost estimate of \$1.1 billion may range 30% higher, i.e. to as high as \$1.4 billion. Appendix I, pp. I-2, I-4. The “implementation cost” estimates for each mandatory measure include some nominal estimates of rebates to offset compliance costs, but none of the rebates would offset actual compliance costs. For example, the “rebates” estimated for building electrification retrofits of all existing buildings would be limited to \$2,000 per residential building and \$3,500 per non-residential building, far less than the current market costs for such retrofits. Appendix I, Attachment I-1, Estimate 1, Sheet 2, lines 7 and 8.

RECOMMENDATION: The Draft RCAAP should not be considered by the participating jurisdictions and the public until the estimated costs to the public and all affected stakeholders are included in the Draft RCAAP.

2. The Costs of the Mandatory Greenhouse Gas Reduction Measures and Climate Adaptation Measures Are Likely Significant and Potentially Unlawful.

Existing Building Electrification Mandate. The most costly greenhouse gas reduction measure recommended by the Draft RCAAP is to mandate that all 56,000 residential homes and buildings and all 35,000 non-residential restaurants, retail stores, wineries and other buildings be “retrofit” to be “zero-carbon” and “electrified,” which means prohibiting use of gas appliances and converting all the buildings to electricity.⁹

Non-residential buildings including schools, hospitals, stores, restaurants, hotels, offices, wineries and public buildings would need to begin to be retrofitted, converted to electrification and stop using natural gas beginning **as early as 2026**. **Residential buildings and homes** would need to be retrofitted and stop using natural gas **beginning in 2031** (only because the California Legislature has prohibited adoption of stricter local building codes before 2031, in order to make housing more affordable.) Even if the effective date for the residential building mandatory retrofits were delayed until 2031, adoption of the building electrification standards beginning in 2026 would likely have an immediate, significant impact on the market value of all residential real estate properties and residential real estate sales, as well as on appraisals for calculating property taxes and revenues. Potential buyers would adjust their purchase offers downward to reflect the \$30,000 to \$100,000 in retrofit costs that each property owner would incur to comply with the new building electrification standards beginning in 2031.

The governmental cost of implementing and enforcing these new “building electrification” mandates is estimated to be \$448 million.¹⁰ **The cost of the actual retrofits and conversion to electrification would be from \$30,000 to as much as \$100,000 per residential home and building alone, based on PG&E cost**

⁹ Draft RCAAP, “Measure BE-1: Retrofit Existing Buildings to Zero Carbon, pp. 3-10- 3-12; Appendix H, Implementation Matrices, Action BE-1-F, p. H-1.

¹⁰ Appendix I, p. I-4.

estimates for building electrification and “de-carbonization,” as well as the recent per-unit costs for electrification of Laurel Manor multi-family housing in the City of Napa.¹¹

This means the **total compliance and implementation costs for all 56,000 residential homes and buildings in the County could be over \$2 billion (residential buildings alone; costs for non-residential buildings would likely be similar on a per unit basis.)**

RECOMMENDATION: The Draft RCAAP’s proposed mandatory residential and non-residential building electrification mandate should not be adopted unless the quantitative benefits to Napa residents and businesses significantly exceed the costs of compliance and the impacts on real estate market values and the appraisals that impact property tax revenues.

New Building Electrification Mandate. New housing and buildings—including affordable housing, rental housing, retail stores, restaurants, government buildings, schools, hospitals, hotels, office buildings, wineries, etc.—would be required to be fully “zero carbon” and not use natural gas beginning in 2026, resulting in immediate, significant additional costs for new and affordable housing in Napa.¹² The Draft RCAAP provides no estimates for the additional costs or the impact of this new government mandate on affordable and new housing.

RECOMMENDATION: Similar to the existing building electrification mandate, the Draft RCAAP’s proposed new building electrification mandate should not be adopted unless the direct benefits and costs to new housing and buildings are evaluated and the benefits significantly exceed the costs to new and affordable housing, economic development and the local Napa economy.

Other costly measures recommended by the Draft RCAAP include:

- a. **Green Certification of All Wineries.** Require all new wineries, winery retrofits, and additions greater than 10 percent to comply

¹¹ City of Napa Housing Authority, Resolution approving Laurel Manor building electrification project, September 2, 2025 (\$2.5 million total estimated costs for 50 housing units= \$50,000 per unit; PG&E Supplemental Testimony, California State University- Monterey Bay zonal electrification project, Table 1-3, p. 1-13, November 15, 2024 (\$30,499 per unit cost for electrification); PG&E 2027 General Rate Case, Alternative Energy Program workpapers, May 15, 2025 (\$100,000 per unit costs of electrification).

¹² Draft RCAAP, “Decarbonize New Buildings,” pp. 3-16- 3-17; Appendix H, Action No. BE-5-A, p. H-4.

with “sustainability certification” standards, targeting 75 percent of all existing vineyard acreage to be certified by 2030.¹³ No cost estimates are provided.

- b. **Restrict fossil fuel use by agricultural field equipment** and irrigation pumps, replace with renewable electricity only.¹⁴ No cost estimates are provided.
- c. **Implement “transportation demand management” ordinances and measures to reduce “vehicle miles traveled” by residents, workers and visitors, and reduce existing public and off-street parking** in existing and new housing and building developments.¹⁵ No cost estimates are provided.
- d. **Require and mandate reusable food ware and waste reduction,** and commercial food waste diversion.¹⁶ No cost estimates are provided.
- e. **Restore and re-forest 20% of all areas affected by wildfire** since 2017.¹⁷ No cost estimates are provided.
- f. **Require all existing and new residential and commercial structures to implement “home hardening”** to protect against wildfires.¹⁸ No costs estimates are provided.
- g. Reduce indoor residential water use and **impose new water conservation standards and tiered water rates, including prohibition on “wasteful” water uses such as use of potable water for irrigation, even during non-drought conditions.**¹⁹ No cost estimates are provided.
- h. **Multiple mandatory measures requiring municipal infrastructure, equipment and vehicles to be retrofitted or**

¹³ Draft RCAAP, “Measure BE-4: Increase Sustainable Wine Certification;” p. 3-15; “Measure AG-7: Increase Sustainable Vineyard Certification;” pp. 3-67- 3-68; Appendix H, Action No’s BE-4-B, 4-E, AG-7-F, pp H-4, H-27.

¹⁴ Draft RCAAP, Appendix H, Action No’s AG-1-A- AG-9-C generally, pp. H-24- 28.

¹⁵ Draft RCAAP, Appendix H, Action No’s TR-1-C- TR-14-C, OF-2-A, OF-2-C, generally, pp. H-6- - H-14.

¹⁶ Draft RCAAP, Appendix H, Action No’s SW-1-B, SW-1-D, SW-1-E, pp. H-14- H-15.

¹⁷ Draft RCAAP, “Measure AG-6: Restore Woodland and Forest Habitat,” pp.3-65- 3-66.

¹⁸ Draft RCAAP, Appendix H, Action No’s ALL-3.2, p. H-29.

¹⁹ Draft RCAAP, Appendix H, Action No’s WW-3-A, 3-F, 4-C, 4-E, 5-A, 5-B, 5-C, 7-E-7-I, 7-V, 7-X, 7-Y, 7-Z, pp. H-19- H-24.

replaced to achieve greenhouse gas reduction and climate adaptation standards.²⁰ No cost estimates are provided.

RECOMMENDATION: These additional measures and programs should not adopted until specific cost estimates and benefit-cost evaluations are completed.

Respectfully submitted,
Christopher J. Warner
1434 Grayson Avenue
St. Helena, CA 94574
chrisjwarner52@gmail.com

²⁰ Draft RCAAP, Greenhouse Gas Reduction and Climate Adaptation Measures, generally as applicable to municipal and governmental buildings, facilities, utility infrastructure, equipment and vehicles.

From: [Jeff Farmer](#)
To: [Public Comment](#)
Subject: Item 13.1: Regional Climate Action and Adaptation Plan
Date: Sunday, September 21, 2025 5:45:17 AM

Honorable Mayor and City Council:

Idling vehicles are a big source of pollution especially nitrous oxide. According to the EPA idling vehicles emit 20 times more pollution than vehicles going 30mph. Yet there is no discussion in the report on this.

Anyone who has driven down Hwy 29 in the early morning or late afternoon has seen hundreds of cars idling at the signal light at Madison in Yountville. Another big idling area is the Hwy 12/ Hwy 29 intersection at the airport. There are probably more.

But Item TR-12, pg 61 of the report has transportation improvements as not available. Spending money to improve our transportation system to reduce idling is a potential area of improvement and has the benefit of not forcing drivers to do anything differently. Roundabouts are one obvious solution. Another innovation is the "turn on yellow if safe" lights along Jefferson Street in Napa between Third Street and Clay. This can mean less idling for cars waiting to make left turns. Every little bit helps. We do have roundabouts at First Street/Hwy29 and Hwy12/Hwy221 and they have been very effective to keep traffic moving. I wonder if pre and post pollution measurements were done to see how much they decreased pollution.

At the last ATSC meeting on September 3rd we had a robust discussion of this draft report. However, the opinions I express above are personal and not those of the ATSC committee.

Jeff Farmer
Chair, ATSC
St. Helena

From: [Richard Seiferheld](#)
To: [Public Comment](#)
Cc: [Paul Dohring](#); [Michelle Deasy](#); [Aaron Barak](#); [Kate Spadarotto](#); [Billy Summers](#)
Subject: Draft Regional climate Action and Adaptation Plan - Agenda item 13.1 St. Helena City Council Meeting, Sept. 23 2025
Date: Sunday, September 21, 2025 1:05:46 PM

Although I serve on the St. Helena ATSC committee, these comments reflect my personal views only and do not represent the committee or any other party.

Overall, the draft report is well organized and clearly states the Plan's goals and objectives. The documentation of climate change issues is strong and supported by solid data.

That said, the Plan has significant shortcomings. The most critical is its failure to address funding for implementation and monitoring. Success will require additional staff, yet the report assumes federal support will cover gaps between state and local funding. If those funds do not materialize, city and county budgets will be forced to absorb the costs at the expense of essential services. Given the current federal administration's position on climate policy, the Plan should confront these risks directly and propose contingencies. Furthermore, frequent references to DEI and environmental justice, while important, may actually disqualify the Plan from federal funding sources.

Another concern is whether the data projections through 2040 fully account for the greenhouse gas impacts of state-mandated housing growth (over 204 new units, including Hunter and the Spring Street projects) and the likely addition of one or more hotels.

Finally, the projections appear to assume ongoing growth in agriculture and tourism at historic rates. Recent indicators suggest these sectors may slow or even decline. The Plan should acknowledge this uncertainty and adjust its assumptions accordingly.

Richard Seiferheld

seiferheld@me.com

707 695 0915

From: [Christina Benz](#)
To: [Public Comment](#)
Cc: [Linda Brown](#); [Lynne Baker](#); [Jim Wilson](#)
Subject: Public Comment for Item 13.1, September 23 St. Helena City Council Meeting
Date: Tuesday, September 23, 2025 12:37:33 PM

Please share this comment with the Council.

We would like to thank you for moving forward with the Regional Climate Action and Adaptation Plan. It's a pretty big deal—to commit, as an entire county, to taking action on climate change. And it's a common-sense strategy: as a rural county with a low population, we can be more effective with a regional approach.

The Plan will help you evaluate and prioritize future actions, but we applaud you for not waiting for an official plan to tackle reducing emissions.

There appears to be confusion on the part of the public about how the Plan will be implemented. The plan provides a list of actions that will reduce emissions of climate pollutants. What actions are prioritized will depend on the community's opportunities, available funding, and what actions your Council deems most relevant.

At the Napa County Climate Action Committee meeting this Friday, there will be a presentation of a new tool ("Total Climate Accounting") that can assist with prioritizing actions based on how much excess heat is eliminated. A pilot study was conducted by Napa Recycling and Waste Services using this tool to evaluate their composting operation and the possible addition of an anaerobic digester.

The Adaptation Strategies in the Plan will be useful because they can provide a 'climate lens' to evaluate future projects. For example, can we plant more street trees during this repaving project to provide shaded parking and a cooler neighborhood? Can pavement for a project be porous so that rainwater can be collected and stored as groundwater?

The RCAAP can help you put a climate lens on every decision you make, and, by doing so, improve the quality of life for the city's residents by making the air cleaner, the water supply more secure, and neighborhoods greener and cooler. Please keep moving forward with the RCAAP and with climate action as a high priority.

Thank you.

Chris Benz
 Napa Climate NOW!

315 Greenbach St.
Napa, CA 94559



FW: united-states-v-city-of-morgan-hill_55d210d778116e7f6a06a45033acdac0

From Maya DeRosa <MDeRosa@cityofsthelena.gov>
Date Wed 1/7/2026 1:33 PM
To Anil Comelo <AComelo@cityofsthelena.gov>
Cc Andrew Bradley <abradley@cityofsthelena.gov>

 1 attachment (235 KB)

united-states-v-city-of-morgan-hill_55d210d778116e7f6a06a45033acdac0.pdf;

FYI

MAYA DEROSA, AICP

COMMUNITY DEVELOPMENT DIRECTOR

City of St. Helena | Community Development Department
1088 College Avenue | St. Helena, CA 94574

Direct: (707) 967-2783 | mderosa@cityofsthelena.gov | <http://cityofsthelena.gov/planning>



From: Christopher J Warner <chrisjwarner52@gmail.com>
Sent: Wednesday, January 7, 2026 9:05 AM
To: RCAAP <rcaap@countyofnapa.org>
Cc: Michelle Deasy <mdeasy@cityofsthelena.gov>; Maya DeRosa <MDeRosa@cityofsthelena.gov>; MeetingClerk <meetingclerk@countyofnapa.org>
Subject: united-states-v-city-of-morgan-hill_55d210d778116e7f6a06a45033acdac0

Please include this recent lawsuit in the RCAAP public record and share with members and staff of the Napa Climate Action Committee.

Thank you!

Christopher Warner
St Helena

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**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA**

THE UNITED STATES OF AMERICA,

Plaintiff,

v.

CITY OF MORGAN HILL, CITY OF
PETALUMA,

Defendants.

No. _____

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

Complaint of the United States

1 Plaintiff, the United States of America, by and through its undersigned counsel, brings
2 this civil action for declaratory and injunctive relief, and alleges as follows:

3 **PRELIMINARY STATEMENT**

- 4 1. From the day President Trump took office, his Administration has prioritized cutting
5 energy costs for all Americans, restoring consumer freedom, and unleashing American
6 energy dominance. *Unleashing American Energy*, 90 Fed. Reg. 8,353 (Jan. 20, 2025)
7 (Executive Order 14154). Ensuring that all Americans have reliable access to affordable
8 energy not only makes good economic sense, it also strengthens national security.
- 9 2. Sadly standing in the way of that progress, many states and localities have enacted “energy
10 policies that threaten American energy dominance and our economic and national
11 security.” *Protecting American Energy from State Overreach*, 90 Fed. Reg. 15,513 (Apr.
12 8, 2025) (Executive Order 14260). Recognizing that these radical measures, “weaken our
13 national security and devastate Americans by driving up energy costs for families coast-
14 to-coast,” and that “Americans must be permitted to heat their homes, fuel their cars, and
15 have peace of mind—free from policies that make energy more expensive and inevitably
16 degrade quality of life,” the President directed the Attorney General “to take all
17 appropriate action to stop” measures she “determines to be illegal.” *Id.*
- 18 3. The City of Morgan Hill (“Morgan Hill”) and the City of Petaluma (“Petaluma”) have just
19 such measures on their books. In 2019, Morgan Hill banned natural gas infrastructure in
20 newly constructed buildings. In 2021, Petaluma followed suit. In pursuit of
21 “electrification,” these bans deny consumers reliable, resilient, and affordable energy, as
22 well as the use of commonplace gas appliances for cooking, heating, and other household
23 needs. But natural gas is often the lowest cost *and* most efficient energy source for uses
24 like these—outperforming electric on both expense and lifecycle emissions. *See* Dep’t of
25 Energy, *Energy Conservation Program for Consumer Products: Representative Average*
26 *Unit Costs of Energy*, 89 Fed. Reg. 83,672, 83,673 (Oct. 17, 2024).

4. The natural gas bans not only impose crushing costs on California residents but are also unlawful. As the Ninth Circuit held just last year, “completely prohibiting the installation of natural gas piping within newly constructed buildings” is “preempted by Congress” in the Energy Policy and Conservation Act. *California Rest. Ass’n v. City of Berkeley*, 89 F.4th 1094, 1098 (9th Cir. 2024), *amended on denial of reh’g en banc* (citing 42 U.S.C. § 6297(c)). Under that controlling precedent, Morgan Hill’s and Petaluma’s natural gas bans are invalid—as numerous other California cities have recognized when recently repealing or suspending their equivalent bans.

5. The United States brings this declaratory and injunctive action to stop these Cities from enforcing the preempted measures that drive up costs and reduce consumer freedom.

PARTIES

6. Plaintiff, the United States of America, enforces federal laws such as the Energy Policy and Conservation Act through its Executive agencies, including the Department of Energy.

7. Defendant City of Morgan Hill is a municipal corporation organized and existing under and by virtue of the laws of the State of California.

8. Defendant City of Petaluma is a municipal corporation organized and existing under and by virtue of the laws of the State of California.

JURISDICTION, VENUE, AND DIVISIONAL ASSIGNMENT

9. The Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345.

10. Morgan Hill’s and Petaluma’s natural gas bans conflict with and are preempted by federal law, and do not satisfy the requirements of any exception to preemption.

11. There is no set of circumstances under which Morgan Hill’s and Petaluma’s natural gas ban would be valid under federal law. The bans’ limited exceptions do not save them from preemption.

12. Morgan Hill’s and Petaluma’s natural gas bans threaten and harm the United States’

1 sovereign interest in the supremacy and enforcement of federal law, specifically the
2 Energy Policy and Conservation Act.

3 13. Morgan Hill's and Petaluma's natural gas bans also undermine and conflict with federal
4 energy policy. For example, the measures (i) prohibit the use of products that the United
5 States Department of Energy regulates and that may be distributed in commerce if in
6 compliance with those federal regulations, thereby disrupting the agency's
7 implementation of the federal statutory scheme, (ii) create a patchwork of inconsistent
8 regulation in an area where Congress imposed a uniform, national energy conservation
9 standards with exceptions permitted only in narrow circumstances, and (iii) harm the
10 United States' interest in protecting Americans' access to reliable, resilient, and affordable
11 energy. To the extent the natural gas bans apply to new construction undertaken by the
12 Federal Government or its contractors within the cities, they also impose financial harm
13 on the United States and taxpayers by increasing costs.

14 14. A favorable ruling would redress the United States' harms.

15 15. The Court has the authority to provide the relief requested under the Supremacy Clause,
16 U.S. Const. art. VI, cl. 2, as well as 28 U.S.C. §§ 1651, 2201, and 2202, and its inherent
17 equitable powers.

18 16. Venue is proper in this District under 28 U.S.C. § 1391 because Morgan Hill and Petaluma
19 are located within this District and the acts and events giving rise to the claims occurred
20 at least in part in this District.

21 17. Assignment to either the San Francisco/Oakland or San Jose Division is proper under Civil
22 Local Rule 3-2(c) because a substantial part of the events or omissions that give rise to
23 the claims are located in these Divisions, as Petaluma is in Marin County and Morgan Hill
24 is in Santa Clara County.

MORGAN HILL'S GAS BAN

18. In November 2019, the City Council of Morgan Hill “adopted Ordinance 2306 establishing Chapter 15.63 (Prohibition of Natural Gas Infrastructure in New Buildings) requiring all new buildings (residential, commercial, and industrial), after March 1, 2020, to be all-electric.” City of Morgan Hill Housing Element 2023-2031, App’x H3, Opportunities for Energy Conservation at H-3-4 (adopted Jan. 25, 2023).¹
19. A true and correct copy of Ordinance 2306, which took effect March 1, 2020, is attached as Exhibit A. *See* City of Morgan Hill, Ordinance 2306.²
20. Ordinance 2306’s intent and effect are to ban gas appliances in new buildings.
21. Ordinance 2306 added a new Chapter to Title 15 of the Morgan Hill Code of Ordinances, which states:
- a. Natural gas infrastructure shall be prohibited in newly constructed buildings.
 - 1. Exception: Natural gas infrastructure may be permitted in a newly constructed building if the applicant establishes that it is not physically feasible to construct the building without natural gas infrastructure. For purposes of this exception, “physically feasible” to construct the building means either an all-electric prescriptive compliance approach is available for the building under the Energy Code or the building is able to achieve the performance compliance standards under the Energy Code using commercially available technology and an approved calculation method.
 - b. To the extent that natural gas infrastructure is permitted, it shall be permitted to extend to any system, device, or appliance within a building for which an equivalent all-electric system or design is not available.

¹ https://www.morganhill.ca.gov/DocumentCenter/View/43250/H3_MH-HE_Opportunities_for_Energy_Conservation

² <https://publicrecords.morganhill.ca.gov/WebLink/DocView.aspx?id=439086&dbid=0&repo=CityofMorganHill>

1 c. Newly constructed buildings shall nonetheless be required at a minimum to have
 2 sufficient electric capacity, wiring and conduit to facilitate future full building
 3 electrification.

4 d. The requirements of this section shall be deemed objective planning standards under
 5 Government Code section 65913.4 and objective development standards under
 6 Government Code section 65589.5.

7 Morgan Hill Code of Ordinances Ch. 15.63.040.

8 22. Under Ordinance 2306, “‘Natural gas infrastructure’ shall be defined as fuel gas piping
 9 other than service pipe, in or in connection with a building, structure or within the property
 10 lines of premises, extending from the point of delivery at the gas meter as specified in the
 11 California Mechanical Code and Plumbing Code.” Morgan Hill Code of Ordinances Ch.
 12 15.63.030.E.

13 23. Under Ordinance 2306, “‘Newly constructed building’ shall be defined as a building that
 14 has never before been used or occupied for any purpose.” Morgan Hill Code of
 15 Ordinances Ch. 15.63.030.F.

16 24. Ordinance 2306 also includes a “Public interest exemption,” which states:

17 a. Notwithstanding the requirements of this chapter and the greenhouse gas emissions
 18 and other public health and safety hazards associated with natural gas infrastructure,
 19 minimally necessary and specifically tailored natural gas infrastructure may be
 20 allowed in a newly constructed building provided that the entitling body establishes
 21 that the use serves the public interest. In determining whether the construction of
 22 natural gas infrastructure is in the public interest, the city may consider:

- 23 1. The availability of alternative technologies or systems that do not use natural gas;
- 24 2. Any other impacts that the decision to allow natural gas infrastructure may have
 25 on the health, safety, or welfare of the public.

26 b. If the installation of natural gas infrastructure is granted under a public interest
 27 exemption, the newly constructed buildings shall nonetheless be required at the

1 minimum to have sufficient electric capacity, wiring and conduit to facilitate future
2 full building electrification.

3 Morgan Hill Code of Ordinances Ch. 15.63.050.

4 25. In December 2023, the City Council voted to reaffirm and keep in place Ordinance 2306.
5 Moore, Michael, *City Council affirms ban on gas in new homes, commercial buildings*,
6 The Morgan Hill Times (Dec. 12, 2023).³

7 26. As a practical matter, Ordinance 2306 functions to ban all use of gas appliances in new
8 buildings not subject to one of the limited exceptions.

9 27. Ordinance 2306 is and may be enforced by the City, its departments, and employees. *See*
10 Morgan Hill Code of Ordinances Chs. 15.08.090, 15.63.040.

11 PETALUMA'S GAS BAN

12 28. In May 2021, the City Council of Petaluma “adopted an all-electric ordinance ... for all
13 Newly Constructed Buildings and Substantial Building Alterations.” City of Petaluma
14 *All-Electric Code*.⁴

15 29. A true and correct copy of that Ordinance 2775, which took effect June 16, 2021, is
16 attached as Exhibit B. *See* City of Petaluma, Ordinance 2775.⁵

17 30. Ordinance 2775’s intent and effect are to ban gas appliances in new buildings and
18 substantial building alterations.

19 31. Ordinance 2775 added a new Chapter to Title 17 of the Petaluma municipal code, which
20 states:

- 21 a. Newly constructed buildings and substantial building alterations must satisfy the
22 definition of an all-electric building and/or have an all-electric design, except as
23 otherwise provided in this chapter.

24
25 ³ <https://morganhilltimes.com/city-council-affirms-ban-on-gas-in-new-homes-commercial-buildings/>

26 ⁴ <https://cityofpetaluma.org/allelectric/>

27 ⁵ <https://petalumadocs.cityofpetaluma.net/WebLink/DocView.aspx?id=431492&dbid=0&repo=Petaluma&cr=1>

b. As of the effective date of this chapter, applicants are ineligible to apply for and the building official may not grant permits that would convert an all-electric building to a mixed-fuel building where the application was submitted on or after the effective date of this chapter.

c. The requirements of this section are and shall be deemed objective planning standards for purposes of Government Code Section 65913.4 and objective development standards for purposes of Government Code Section 65589.5, as those sections may be amended from time to time.

Petaluma Mun. Code Ch. 17.09.030.

32. Under Ordinance 2775, an “‘All-electric building’ is a building that uses a permanent supply of electricity as the source of energy for all space heating, water heating (including pools and spas), cooking appliances, and clothes drying appliances, and has no natural gas or propane plumbing installed in the building.” Petaluma Mun. Code Ch. 17.09.020.B.

33. Under Ordinance 2775, “‘All-electric design’ means a plan or plans for a building or portion thereof that uses a permanent supply of electricity as the source of energy for all space heating, water heating (including pools and spas), cooking appliances, and clothes drying appliances, and has no natural gas or propane plumbing installed in the building” Petaluma Mun. Code Ch. 17.09.020.C.

34. Under Ordinance 2775, “‘Newly constructed building’ shall mean any building that: (1) is proposed to be located in whole or in part within the city; (2) is not an alteration or addition to or repair of an existing building; (3) is subject to the city’s regulatory authority pursuant to the city’s general plan, Implementing Zoning Ordinance, SmartCode and/or any adopted specific plan or other city land use regulation, regardless of whether a discretionary permit is required or not; and (4) has not been granted and/or is not subject to a valid building permit that remains in effect.” Petaluma Mun. Code Ch. 17.09.020.J.

35. Under Ordinance 2775, “‘Substantial building alteration’ shall mean an alteration or addition to an existing building involving removal of more than fifty percent of the

perimeter of the exterior walls of the existing building or the addition of more than fifty percent of the gross floor area to the existing building.” Petaluma Mun. Code Ch. 17.09.020.K.

36. Ordinance 2775 also includes a series of “Exceptions,” including:

- a. Additions and alterations to existing buildings, except for substantial building alterations; and
- b. The use of portable propane appliances outside of the building envelope, such as for outdoor cooking and outdoor heating appliances; and
- c. Essential services buildings that are electric ready; and
- d. Back-up power facilities for essential services buildings; and
- e. Development projects that have obtained vested rights prior to the effective date of this chapter pursuant to a preliminary affordable housing project application in accordance with Government Code Section 65589.5(o), a development agreement in accordance with Government Code Section 65866, a vesting tentative map in accordance with Government Code 66998.1, or pursuant to the ruling in *Avco Community Developers Inc. v. South Coast Regional Communication* (1976) 17 Cal. 3d 785, or pursuant to other applicable statutory or case law.

Petaluma Mun. Code Ch. 17.09.040.

37. Ordinance 2775 also includes a discretionary “Infeasibility waiver.” Petaluma Mun. Code Ch. 17.09.050.

38. And Ordinance 2775 includes a section entitled “No appliance or appliance system requirement,” which states:

Nothing in this chapter is intended to amend or conflict with and nothing in this chapter shall be construed so as to amend or conflict with any provisions of the National Appliance Energy Conservation Act, and nothing in this chapter is intended to impose and nothing in this chapter shall be construed so as to impose a requirement to use or install any particular appliance or appliance system.

Petaluma Mun. Code Ch. 17.09.090.

39. As a practical matter, Ordinance 2775 functions to ban all use of gas appliances in new buildings and substantial building alterations not subject to one of the limited exceptions.

40. Ordinance 2775 is and may be enforced by the City, its departments, and employees. *See* Petaluma Mun. Code Ch. 17.09.060.

FEDERAL ENERGY POLICY AND CONSERVATION ACT

41. The Supremacy Clause of the United States Constitution mandates that “[t]his Constitution, and the Laws of the United States which shall be made in Pursuance thereof . . . shall be the supreme Law of the Land . . . any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.” U.S. Const. art. VI, cl. 2.

42. One such law of the United States, which must be given preemptive effect under the Supremacy Clause, is the Energy Policy and Conservation Act (EPCA).

43. Congress passed EPCA to establish a “comprehensive energy policy” addressing “the serious economic and national security problems associated with our nation’s continued reliance on foreign energy resources” laid bare by the early 1970s oil crisis. *Air Conditioning & Refrigeration Inst. v. Energy Res. Conservation & Dev. Comm’n*, 410 F.3d 492, 498 (9th Cir. 2005).

44. In service of its goals to promote both domestic energy supply and energy conservation, Congress began regulating many appliances’ energy efficiency and energy use. *See id.*

45. Originally, EPCA permitted more substantial state and local involvement in appliance regulation. *Id.* at 499. But Congress narrowed that authority as it directed increasingly greater federal involvement. Amendments in the 1970s and 1980s eventually mandated federal standards for many appliances and authorized the Department of Energy to issue new or revised standards. *See id.* at 499–500.⁶

⁶ EPCA addresses consumer products and industrial equipment separately. *See* 42 U.S.C. §§ 6291–6309 (consumer); *id.* §§ 6311–6317 (industrial). The provisions are substantially similar, and nothing at issue turns on the specific type of product involved. For convenience, this

46. Products covered by EPCA now may only be “distribute[d] in commerce” if they conform with the applicable federal standard, which requires testing in accordance with standardized, detailed test procedures. 42 U.S.C. § 6302(a)(5); *see id.* §§ 6292, 6293, 6295, 6314; 10 C.F.R. Parts 429–31.

47. Pursuant to EPCA, there are several covered products fueled by natural gas for which energy conservation standards are in place. *See, e.g.*, 10 C.F.R. §§ 430.32(d) (residential water heaters), (e) (residential furnaces), (h) (residential clothes dryers), (i) (direct heating equipment), (j) (cooking tops and ovens), (k) (pool heaters), 431.77(a) (gas-fired commercial warm air furnaces), 431.87 (commercial packaged boilers), 431.110 (commercial storage water heaters, instantaneous water heaters, and hot water supply boilers).

48. To give effect to federal standards, ensure that manufacturers are able to market and sell products that conform with them, preserve product utility, improve energy efficiency and grid resilience, and conserve consumer choice, Congress also broadened EPCA’s preemption clause.

49. As amended, EPCA preempts not only state and local regulations that are stricter than (and therefore would effectively supersede) a federal standard, but more broadly any regulation “concerning the energy efficiency, energy use, or water use of” products subject to a federal standard. *Id.* § 6297(c).

50. EPCA defines “energy use” as “the quantity of energy directly consumed by a consumer product at point of use.” *Id.* § 6291(4).

51. EPCA provides limited exceptions to this general rule of preemption. One option is that states and localities may ask the Department of Energy to waive this preemption, but Congress strictly cabined this waiver authority both procedurally and substantively, in service of the goals described *supra* ¶ 48. *See id.* § 6297(c)(2), (d). For example, EPCA

Complaint cites the consumer product provisions. *Cf. Air Conditioning & Refrigeration Inst.*, 410 F.3d at 496 n.2 (taking a similar approach).

prohibits waiving preemption of state and local measures that are “likely to result in the unavailability . . . of performance characteristics [or] features” in covered products available within a state or locality. *Id.* § 6297(d)(4). So too if the “regulation will significantly burden manufacturing, marketing, distribution, sale, or servicing of the covered product on a national basis.” *Id.* § 6297(d)(3).

52. Congress also specified that “regulation[s] or other requirement[s] contained in a State or local building code for new construction concerning the energy efficiency or energy use of [a] covered product” are preempted *unless* they satisfy all of seven enumerated conditions. *Id.* § 6297(f)(3); *see id.* § 6297(c)(3). One of those conditions is that the “code does not require that the covered product have an energy efficiency exceeding the applicable energy conservation standard established in or prescribed under section 6295 of this title.” *Id.* § 6297(f)(3)(B).

53. Morgan Hill’s and Petaluma’s Ordinances “concern the . . . energy use” of products subject to a federal standard. *Id.* § 6297(c). As the Ninth Circuit explained, “a building code that prohibits consumers from using natural gas-powered appliances in newly constructed buildings necessarily regulates the ‘quantity of energy directly consumed by [the appliances] at point of use’” and is therefore preempted by EPCA. *California Rest. Ass’n*, 89 F. 4th at 1102 (alteration in original); *see id.* (“EPCA preempts [the municipality’s] regulation here because it prohibits the installation of necessary natural gas infrastructure on premises where covered appliances are used.”), *id.* at 1103 (“[A] building code that bans the installation of piping that transports natural gas from a utility’s meter on the premises to products that operate on such gas ‘concerns’ the energy use of those products as much as a direct ban on the products themselves.”).

54. Numerous other California cities have repealed or suspended their equivalent or similar gas bans in light of the *California Restaurant Association* decision. *E.g.*, City of Los Angeles, Ordinance No. 188,716 (June 24, 2025) (repealing Ordinance No. 187,714);⁷

⁷ https://cityclerk.lacity.org/online/docs/2022/22-0151_Ord_188716_dated_9-3-25.pdf

City of San Luis Obispo, *City of SLO Pauses All-Electric Rule for New Builds* (July 18, 2023);⁸ City of Encinitas, Ordinance No. 2023-75 (June 14, 2023) (suspending electrification mandate);⁹ City of Santa Cruz, Resolution NS-30,156 (June 13, 2023) (suspending enforcement of Natural Gas Prohibition Ordinance).¹⁰

55. The City of Morgan Hill has not sought a preemption waiver from the Department of Energy for Ordinance 2306.

56. The City of Petaluma has not sought a preemption waiver from the Department of Energy for Ordinance 2775.

57. Nor do the Ordinances qualify for any other exception to preemption by EPCA, including that for certain qualifying building codes under 42 U.S.C. § 6297(f)(3).

58. EPCA's broad preemption provision therefore bars Morgan Hill's and Petaluma's Ordinances because they prohibit products that are subject to a federal energy conservation standard from using energy.

59. The Ordinances therefore are invalid under the Supremacy Clause.

CLAIM FOR RELIEF

COUNT ONE – VIOLATION OF THE SUPREMACY CLAUSE

(PREEMPTION BY THE ENERGY POLICY AND CONSERVATION ACT)

60. Plaintiff hereby re-alleges the preceding paragraphs of the Complaint as if fully stated herein.

61. Morgan Hill's Ordinance imposing a natural gas ban is preempted in its entirety by EPCA.

62. Petaluma's Ordinance imposing a natural gas ban is preempted in its entirety by EPCA.

63. There is no set of circumstances under which the Ordinances would be valid.

64. The Ordinances concern the energy efficiency and energy use of all gas appliances in newly constructed buildings, including appliances covered by EPCA.

⁸ <https://www.slocity.org/Home/Components/News/News/9883/>

⁹ https://encinitas.granicus.com/MetaViewer.php?view_id=2&clip_id=3217&meta_id=168521

¹⁰ <https://ecm.cityofsantacruz.com/OnBaseAgendaOnline/Meetings/ViewMeeting?id=2123&doctype=2>

- 1 65. The Ordinances do not fall within EPCA's or any other exceptions to preemption.
- 2 66. The Federal Government is harmed and will be harmed by continued enforcement of the
- 3 Ordinances.
- 4 67. Accordingly, Morgan Hill's Ordinance imposing a natural gas ban is and should be
- 5 declared invalid under the Supremacy Clause and its enforcement should be permanently
- 6 enjoined.
- 7 68. And Petaluma's Ordinance imposing a natural gas ban is and should be declared invalid
- 8 under the Supremacy Clause and its enforcement should be permanently enjoined.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, the United States respectfully requests the following relief:

- 11 a. That this Court enter a judgment declaring that Morgan Hill's and Petaluma's natural gas
- 12 ban Ordinances are preempted by federal law and do not satisfy any exception to such
- 13 preemption, and are accordingly void and unenforceable;
- 14 b. That this Court enter a judgment permanently enjoining Defendants from enforcing or
- 15 attempting to enforce Morgan Hill's and Petaluma's natural gas ban Ordinances because
- 16 they are preempted by federal law and do not satisfy any exception to such preemption,
- 17 and are accordingly void and unenforceable;
- 18 c. That this Court award the United States its costs and fees in this action; and
- 19 d. That this Court award any other relief it deems just and proper.
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1 DATED: January 5, 2026

Respectfully submitted,

2 /s/ Charles E.T. Roberts

3 CHARLES E.T. ROBERTS

4 Counsel to the Assistant Attorney General

U.S. Department of Justice

5 Civil Division

6 *Counsel for the United States*



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Planning

DATE:	September 23, 2025
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Receive Report from Staff and Consultant on Housing Element Site 10 (1933 Spring Street) Alternatives Analysis
RECOMMENDED ACTION:	Receive report from staff and consultant.
PREVIOUS COUNCIL ACTION:	On April 23, 2024, as part of the Housing Element General Plan Amendment and rezoning approvals by City Council, staff was directed to work with a group of neighbors and a consultant to explore alternative sites on the West side for High Density Residential development thereby allowing a possibility of downzoning Site 10 from High Density Residential to Medium Density Residential.
STATEMENT OF THE PURPOSE:	To review the criteria for Housing Element site selection and the conclusions of the Site 10 Alternatives analysis which concluded that there were no suitable alternative Housing Opportunity Sites.
FINANCIAL IMPACT:	None.

BACKGROUND:

On August 19, 2025, the City held a Housing Laws public meeting and some public feedback requested that the City have a public meeting to present the findings of the Housing Element Site 10 alternatives analysis which was released to the public on February 3, 2025.

The impetus for the preparation of this alternatives analysis prepared by the Housing Element consultant was initiated in 2024 when the City Council approved and adopted the required General Plan amendments and up-zonings of multiple Housing Element Sites. Noticing requirements included sending a mailed public hearing notice to all residents within 300 feet of the subject parcel. Many of the residents who received a public hearing notice of the up-zoning of 1933 Spring Street from Medium Density (MR) to High Density (HR) were unaware that the 4.4-acre vineyard parcel was already zoned for residential uses and were opposed to further increasing the density to up to 28 units per acre which is allowed in the HR zone. At the City Council hearing to adopt the zoning map changes on April 23, 2024, the City Council directed staff to study alternative sites to Housing Element Site 10 and include interested citizens in the process.

The discussion below summarizes the report criteria and conclusions.

Additionally, on August 25, 2025, the owner of Housing Element Site 10, 1933 Spring Street, filed a Preliminary Application to build 78 townhomes on the vineyard parcel and that application is posted on the City Community Development website (currently under department review). The applicant is not requesting any discretionary action approvals at this time and therefore is a "by right" project. This means there are no public hearings prior to a City determination.

DISCUSSION:

Site 10 Alternatives Study

The goal of this study was to analyze sites on the west side of the City that met the stringent Housing Element Site Selection State criteria, that could be designated as High Density Residential (HR), thereby allowing for a potential scenario of Site 10 to be downzoned to Medium Density Residential (MR) via a Housing Element amendment process (subject to the approval process by the State). In 2024, the City engaged the professional assistance of the Housing Element consultant, Mintier Harnish, with the preparation of the alternative sites analysis.

The Housing Element consultant with the input from the citizen group and staff, studied a total of 16 potential alternative sites. Replacement sites, at minimum, must provide total capacity for the 44 lower-income units assumed at Site 10. The capacity did not have to be contained within a single replacement site. The State's highly prescriptive criteria (see page 4 of Attachment 1) severely limited the number of sites that could be eligible for the designation of HR. The evaluation criteria included reviewing zoning, acreage, whether the site was vacant, within the Urban Limit Line, FEMA flood zone, Fire Hazard Severity Zone and distance from utility infrastructure.

The conclusion of the study is that each of those sites is not viable due to various factors/constraints as noted in the methodology on page 5 of the report and also in Table 1. Therefore, until the State changes its onerous criteria, there is no viable alternative.

Note: The preliminary application submitted recently to develop 78 townhomes on Site 10 is undergoing ministerial review by staff (with no city council action warranted) as required by state law. Therefore, no action on that project can be taken under this agenda item.

ENVIRONMENTAL REVIEW: Not a project subject to CEQA.

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Housing Element Site 10 Alternatives Site Analysis
Site 10 Follow Up FAQ.pdf](#)

City of St. Helena

2023-2031 Housing Element: Alternative Sites Evaluation

Introduction

Background

The City's 2023-2031 Housing Element was adopted by the City Council on May 9, 2023. The adopted Housing Element included 12 key housing opportunity sites, of which seven sites were designated to be rezoned in order for the City to meet its assigned Regional Housing Needs Allocation (RHNA) of 256 units during the course of the eight-year housing element cycle (the other key opportunity sites do not require rezoning, as their existing zoning was adequate for the density needed to meet RHNA obligations).

During the General Plan Amendment and rezoning process of the Opportunity Sites described in the adopted Housing Element, the City received much public opposition to the rezoning of Opportunity Site #10 (Site #10) from Medium Density Residential to High Density Residential. The City Council directed staff to work with community members and explore an overlay and other options including other sites and units to replace Site #10 after adoption of the ordinance and recertification of the Housing Element by HCD. Since the site selection process is prescribed by State law and the Housing Element consultant is most knowledgeable about the criteria and working with HCD, the City has expanded the scope of work for its housing element consultant team (Mintier Harnish) to include investigation of potential alternatives to the inclusion of Site #10.

Citizens' input group. To assist in this effort, the City established a citizens' input group to discuss and evaluate potential alternatives. The citizens input group held an initial meeting on May 30, 2024. During the meeting, three potential sites for were discussed, including:

1. A privately-owned 5.7-acre parcel, APN 009-180-041, located at 657 Main street.
2. Potential surplus acreage at the 7.7-acre St. Helena Elementary site, APN 009-231-003, located at 1325 Adams Street.
3. A partially-vacant 3.0-acre parcel owned by the Church of Latter-Day Saints, APN 009-391-014, located 2222 Spring Street.

An initial evaluation of these sites indicated each is non-vacant and currently in active use, as shown on the figures below. The site on Main Street has several buildings on site, including existing active uses. Additionally, surplus acreage on the St. Helena Elementary site is used as sports fields and play areas and the partially-vacant church site includes the church parking lot.

Further, input from a citizens input group participant indicated that the interests of the current property owners may constrain housing development on these sites. The owner of 657 Main Street let an existing entitlement on the parcel expire and is not likely to pursue redevelopment in the planning period.

Additionally, the City was informed that, when engaged by residents, neither the St. Helena Unified School District nor the Church of Latter-day Saints expressed interest in developing their properties for housing.

Due to the presence of active uses and the lack of property-owner interest in redevelopment, these sites are not feasible for lower-income RHNA capacity during the planning period and were not evaluated further in this report.

Figure 1: Aerial Image of 657 Main Street

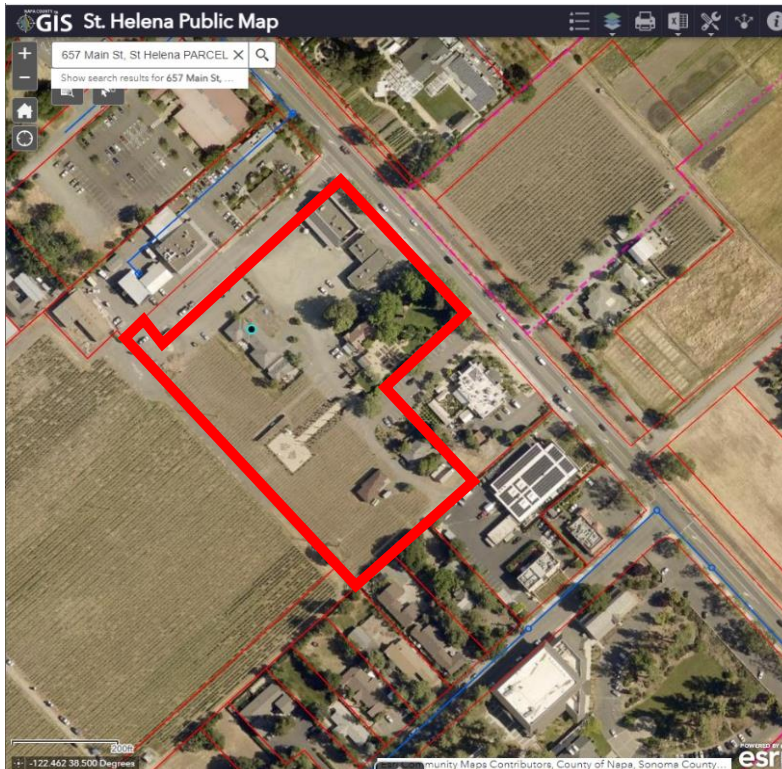


Figure 2: Aerial Image of 1325 Adams Street (St. Helena Elementary School)

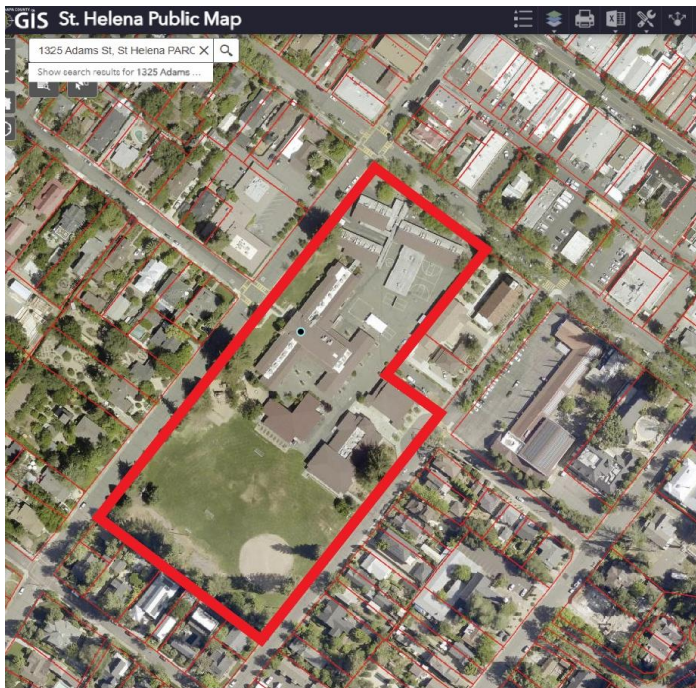
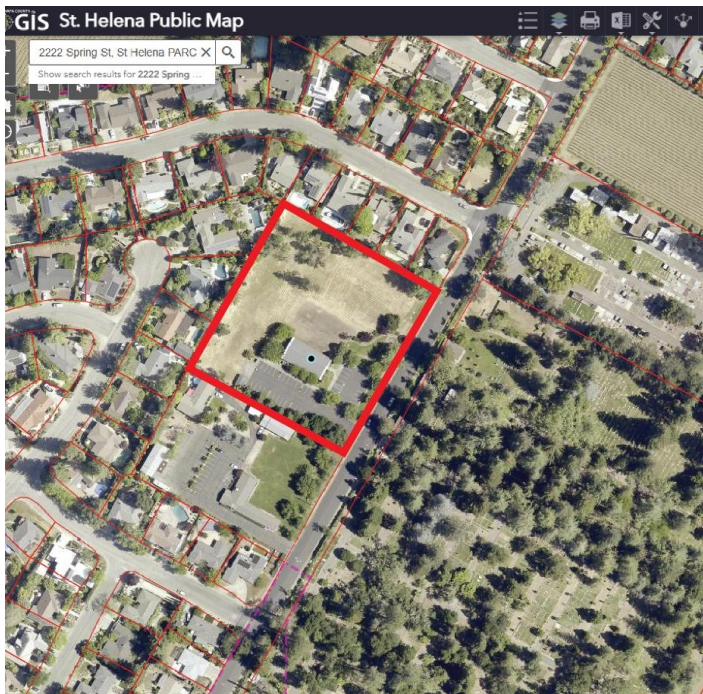


Figure 3: Aerial Image of 2222 Spring Street (Church of Latter-Day Saints)



Purpose of this Evaluation

At City Council's direction, this report evaluates potential replacement sites for Site #10. Replacement sites, at minimum, must provide total capacity for the 44 lower-income units assumed at Site #10. This capacity does not have to be contained within a single replacement site.

Relevant State Law

- State law dictates requirements for lower-income sites, including:
 - Sites must be between 0.5 acres and 10 acres
 - Rezone sites must accommodate a minimum of 20 dwelling units per acre and 16 units per site
- Due to the threat of wildfire, State law requires residential developments to have at least two emergency evacuation routes. Replacement sites should comply with this requirement unless the City has plans to alleviate evacuation challenges associated with single access residential neighborhoods.
- Due to the requirements of AB 686 (2017), cities and counties are now required to plan higher density low-income sites in areas with higher incomes, better schools, increased access to parks and environmental opportunities, and better employment outcomes. For St. Helena, this meant planning for affordable housing on the western half of the city. Opportunity Site #10 is located within this half of the city and assumes capacity for 44 lower- and 44 above moderate-income units in a high resource area. If Site #10 is removed, any site(s) replacing the lower-income capacity must be located similarly within the western portion of the city and have a total lower-income capacity of no less than 44 lower-income units.¹
- State law requires that lower income sites be in proximity to transportation and services. Replacement sites should not be identified in remote locations on the western edges of the city.

¹ Due to the surplus capacity planned to meet the above moderate-income RHNA in the Housing Element, the 44 above moderate-income units assumed at Site #10 do not need to be replaced if the site is removed.

Approach/Methodology:

Using information provided in the *2015 Feasibility Analysis and Comparison of Sites for New Affordable Housing Development*, the *Preliminary Sites Inventory developed during the 6th-cycle Housing Element Update²*, and parcel data provided by Napa County GIS, the Consultants first identified vacant and severely underutilized parcels in the city.

The Consultants then limited the list of potential replacement sites to those located in higher resource areas west of Main Street.

Finally, the Consultants gathered and evaluated critical data points for each qualifying site. Several constraints were considered for each site, such as environmental concerns, utility access, feasibility of redevelopment during the next planning period, and realistic capacity assumptions. including:

- Lot size
- Existing land use and zoning
- Vacancy status and existing uses on site³
- Location in relation to the ULL
- FEMA flood zone
- Fire hazard severity zone
- Distance to existing utility infrastructure
- Site-specific constraints
- Potential to accommodate lower-income capacity

² The Preliminary Sites Inventory considered but rejected several sites due to environmental constraints, inappropriate site size, site specific constraints, or necessary infrastructure improvements including utilities and roadway extensions that would make development of housing within the next 8 years not feasible.

³ Napa County parcel data is provided by the County Assessor's Office based on taxed uses. Because tax-exempt uses are often identified as vacant, the vacancy status of each site was verified using aerial imagery (i.e. not all sites identified as vacant by search of records are actually vacant).

Conclusion

Of the 16 potential sites identified as vacant or severely underutilized on the western portion of the City:

- 13 sites are completely constrained and are not appropriate for lower-income residential development.
- One site (Site F) is a parking lot constrained by existing zoning and an active use on site. Additionally, the current utilization of the site (essential Sager Ford guest and employee parking) indicates that redevelopment in the planning period may not be feasible. To include this site, the City would need to engage the property owner to confirm interest in selling the parcel or developing housing on site in the planning period. If rezoned to high density residential, the site could provide realistic capacity for 17 units, however, due to the active use on site and lack of surplus acreage, this site is not appropriate for lower-income capacity and is not an alternative to Site #10.
- One site (Site I) is appropriate for residential development if rezoned but is located in a FEMA flood plain. The site is an underutilized parking lot for Umpqua Bank. To assume lower-income capacity on the site, the City would need to provide an analysis of why the flood zone would not preclude development of housing in the near term and would need to add or modify Housing Element programs, as appropriate, to incentivize and encourage residential development. If rezoned to HR, the City can assume capacity for 14 units on site, however, due to the active use on site and lack of surplus acreage, this site not appropriate for lower-income capacity and is not an alternative to Site #10.
- One Site (Site L) is constrained only by existing zoning. The vacant 1.5-acre site is located along N. Crane Avenue between Mitchell Drive and Spring Street. If rezoned to HR, the site could accommodate a maximum capacity of 42 units and a realistic capacity of 29 lower-income units. Due to limited acreage, this site alone is insufficient to replace Site #10. Additionally, this parcel could potentially face the same neighbor opposition as Site #10.

The analysis shows that the City does not have alternative sites with potential to provide the minimum needed lower-income unit capacity to replace Site #10. Given the available sites west of Highway 29, replacing Site #10 is not viable. Table 1, beginning on the following page, includes a summary of each site included in the evaluation.

Table 1: Site Evaluation Summary

Site	APN and Location	Acres	Appropriate for Lower Income Housing						Constraints	Evaluation	Potential Lower-Income Capacity
			Zoning	Vacant	Within Urban Limit Line	FEMA Flood Zone	Fire Hazard Severity Zone	Distance from Existing Utility Infrastructure			
A	009-392-045; Adjacent to the cemetery, near Spring St. and Valley View	2.04	✗ PQP	✗ No	✗ ULL bisects the parcel	✓ No	✓ None	✗ 0.2 miles, existing uses obstructing path	Existing agricultural use on site; only partially within the ULL; existing creek runs through site; not adjacent to existing utility infrastructure	This site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
B	009-392-035; 0 Crane Avenue	3.17	✗ I	✓ Yes	✓ Yes	✗ Yes	✓ None	✓ 0.01 miles	Existing creek runs through site; title issues with Crane Avenue ROW; location within a FEMA flood zone	This site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
C	009-392-014; Spring St. near intersection with Sylvander Avenue	5.01	✗ PQP	✗ No	✓ Yes	✓ No	✓ None	✓ 0.01 miles	Non-vacant: existing cemetery on site	This site cannot accommodate residential uses and is not appropriate not a potential alternative to Site #10.	✗ 0 units
D	009-350-065; 1701 Grayson Avenue St.	11.17	✗ PQP	✗ No	✓ Yes	✓ No	✓ None	✓ 0.01 miles	Non-vacant: existing school on site; no surplus acreage	Development of the site is constrained by the current use [a school with no surplus acreage]. Due to this constraint, the parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
E	009-350-033; 360 South Crane Ave.	10.00	✗ PR	✗ No	✓ Yes	✓ No	✓ None	✓ 0.15 miles	Non-vacant: existing community park	Development of the site is constrained by the current use [an existing community park with no surplus acreage]. Due to this constraint, the parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units

Site	APN and Location	Acres	Appropriate for Lower Income Housing						Constraints	Evaluation	Potential Lower-Income Capacity
			Zoning	Vacant	Within Urban Limit Line	FEMA Flood Zone	Fire Hazard Severity Zone	Distance from Existing Utility Infrastructure			
F	009-434-009; 1286 Sulphur Springs Ave.	0.88	✗ SC	✗ No	✓ Yes	✓ No	✓ None	✓ 0.01 miles	Non-vacant: existing parking lot (Sager Ford). Essential part of business. Well-used parking lot: feasibility of redevelopment in planning period is very low. No indication that the owner would sell or redevelop.	Due to the active use on site and lack of surplus acreage, this site is not a potential alternative to Site #10.	✗ 0 units
G	009-180-012; 1405 Charter Oak Ave.	3.98	✗ I	✗ No	✓ Yes	✗ Yes	✓ None	✓ 0.18 miles	Non-vacant: corp yard with miscellaneous improvements; location within a FEMA flood zone; existing creek runs through site; distance from utility infrastructure; Charter Oak Road runs through the site	This site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
H	009-263-014; No street access, adjacent to 1057 Main Street	1.62	✓ MU	✗ No	✓ Yes	✗ Yes	✓ None	✓ 0.1 miles	Non-vacant: existing paved surfaces; location within a FEMA flood zone; no direct street access; potential Oak Ave extension would go through the middle	This site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
I	009-263-013; 1057 Main Street	0.75	✗ CB	✗ No	✓ Yes	✗ Yes	✓ None	✓ 0.05 miles	Non-vacant: existing parking lot (Umpqua Bank); location within a FEMA flood zone Well-used parking lot: feasibility of redevelopment in planning period is very low.	If rezoned to HR the City has a maximum capacity of 21 units and a realistic capacity assumption of 14 units. Due to limited acreage and location within a FEMA flood zone, this site is not a potential alternative to Site #10.	✗ 0 units
J	009-263-005; 1301 Mitchell Drive	0.88	✗ PQP	✗ No	✓ Yes	✗ Yes	✓ None	✓ 0.01 miles	Non-vacant: PG&E site with miscellaneous	This site is not appropriate for lower-income capacity and is	✗ 0 units

Site	APN and Location	Acres	Appropriate for Lower Income Housing						Constraints	Evaluation	Potential Lower-income Capacity
			Zoning	Vacant	Within Urban Limit Line	FEMA Flood Zone	Fire Hazard Severity Zone	Distance from Existing Utility Infrastructure			
									improvements; location within a FEMA flood zone; large easement that limits developable acreage, potential site for Oak Avenue extension, former hazmat clean-up site	not a potential alternative to Site #10.	
K	009-600-003; Adjacent to 1711 Spring St.	0.76	✗ PR	✗ No	✓ Yes	✗ Yes	✓ None	✓ 0.01 miles	Non-vacant: existing community park; location within a flood plain	Due to the current use on site, this parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
L	009-322-009; Adjacent to 1053 Crane Ave.	1.5	✗ MR	✓ Yes	✓ Yes	✗ Yes (partial)	✓ None	✓ 0.01 miles	In appropriate zoning: site must be rezoned to HR to provide lower-income capacity.	If rezoned to HR, the site could accommodate a maximum capacity of 42 units and a realistic capacity of 29 units. However, likely to face same upzoning opposition as Site 10.	✓ 29
M	009-690-023; Adjacent to 1780 Dean York Lane	1.00	✗ LR-1A	✓ Yes	✓ Yes	✓ No	✓ None	✓ 0.05 miles	Recently approved for the development of a new market-rate single-family home	Due to the pending project on this site, it is not a potential alternative to Site #10.	✗ 0 units
N	009-131-039; Adjacent to 2486 Spring Mountain Road	5.00	✗ WW	✓ Yes	✓ Yes	✓ No	✓ None	✗ 0.3 miles	Located at the end of a road without secondary access; not adjacent to existing utility infrastructure; not in proximity to transportation and services	This site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
O	009-131-045; Adjacent to 2500 Spring Mountain Road	19.12	✗ WW	✗ Yes	✓ Yes	✓ No	✗ High	✗ 0.75 miles	Lack of road access; significant distance from existing utility infrastructure; not in proximity to transportation/service s; steep topography;	This site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units

Site	APN and Location	Acres	Appropriate for Lower Income Housing						Constraints	Evaluation	Potential Lower-income Capacity
			Zoning	Vacant	Within Urban Limit Line	FEMA Flood Zone	Fire Hazard Severity Zone	Distance from Existing Utility Infrastructure			
									owner opposition; high fire hazard severity zone		
P	009-591-001; Mitchell Dr. between Voorhees Circle and St. James Dr.	0.84	✗ PR	✗ No	✓ Yes	✗ Yes	✓ None	✓ 0.01 miles	Non-vacant: existing community park; location within a flood plain	Due to the current use on site, this parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
Total											29

Individual Site Evaluations

We have included a detailed evaluation of each site on the following pages.

Site A: 009-392-045 | Address: None; directly adjacent to the cemetery; closest intersection is Spring St. and Valley View



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-392-045	2.04	Public & Quasi-Public	PQP	No	ULL bisects the parcel (at Sulphur Creek)	No	None	0.2 miles, existing uses obstructing path	Existing agricultural use on site; Sulphur Creek runs through the site	0

Evaluation: This 2.04-acre site is zoned PQP and could accommodate residential uses if rezoned. The site has several issues however, including that the parcel: has an existing agricultural use on site; is only partially within the ULL; has an existing creek (Sulphur Creek) running through it; and is not adjacent to existing utility infrastructure. The site would require infrastructure improvements including utilities and roadway extensions that would make development of housing within the next 8 years not feasible. Due to these constraints, this site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

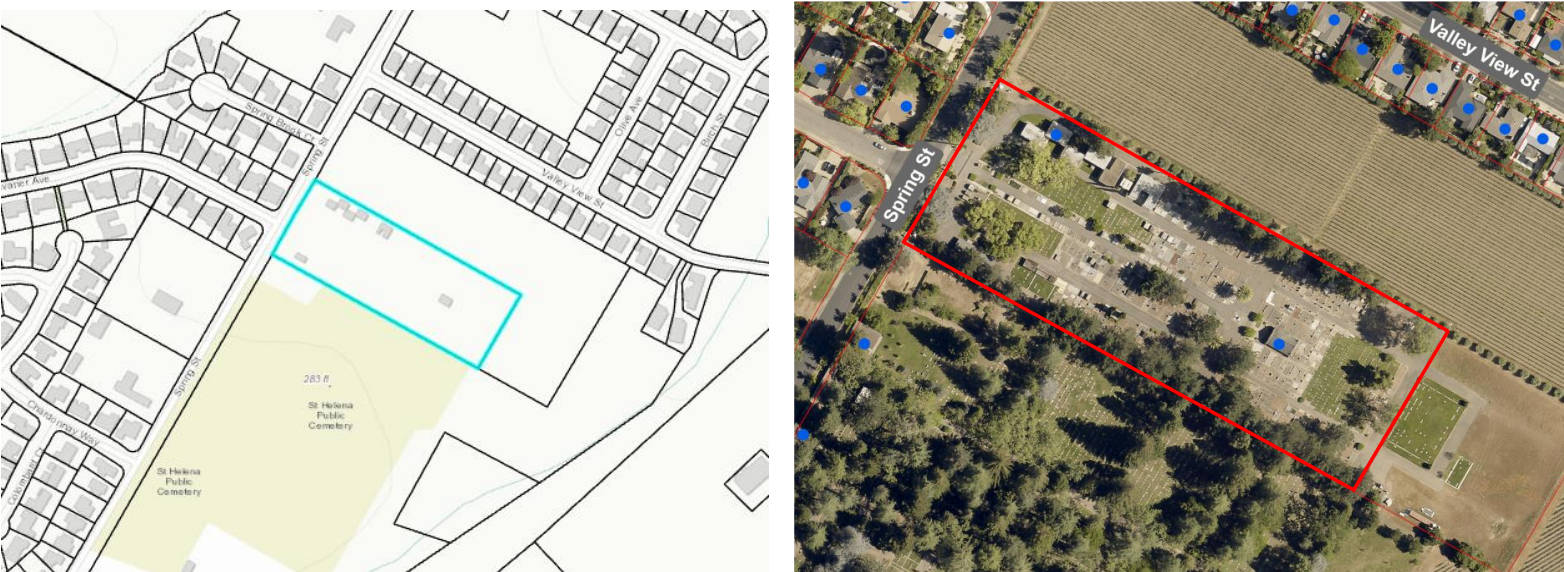
Site B: 009-392-035 | Address: 0 Crane Avenue



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-392-035	3.17	Industrial	I	Yes	Yes	Yes	None	0.01 miles	Industrial site, title issues with Crane Avenue Right of Way (ROW), creek through parcel	0

Evaluation: This 3.17-acre site is zoned I and could accommodate residential uses if rezoned. The site has a several issues however, including an existing creek running through the site, title issues with Crane Avenue ROW, and location within a FEMA flood zone. These issues pose significant constraints that limit the potential for affordable residential development in the planning period. Due to these constraints, this site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

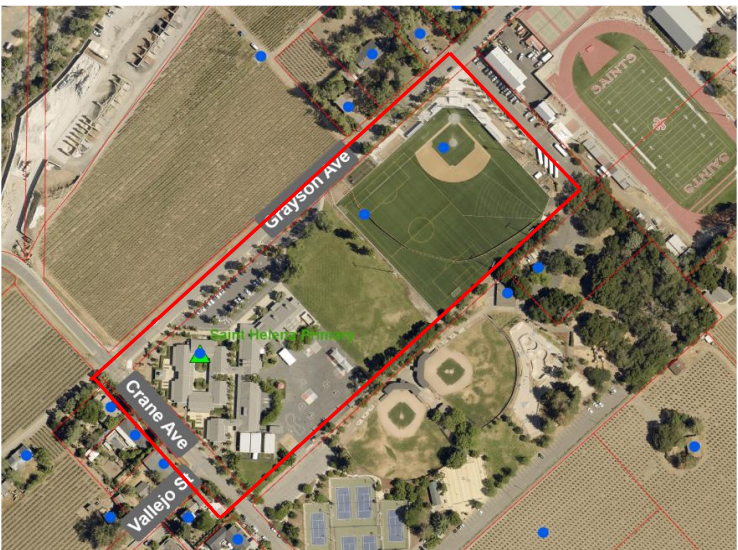
Site C: 009-392-014 | Address: None; Spring Street south of Valley View Street



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-392-014	5.01	Public & Quasi-Public	PQP	No	Yes	No	None	0.01 miles	St. Helena Public Cemetery; no surplus acreage	0

Evaluation: This 5.01-acre site is zoned PQP is not vacant. The site is part of the St. Helena Public Cemetery and is not appropriate for residential uses. Due to the existing use on site, this parcel is not a potential alternative to Site #10.

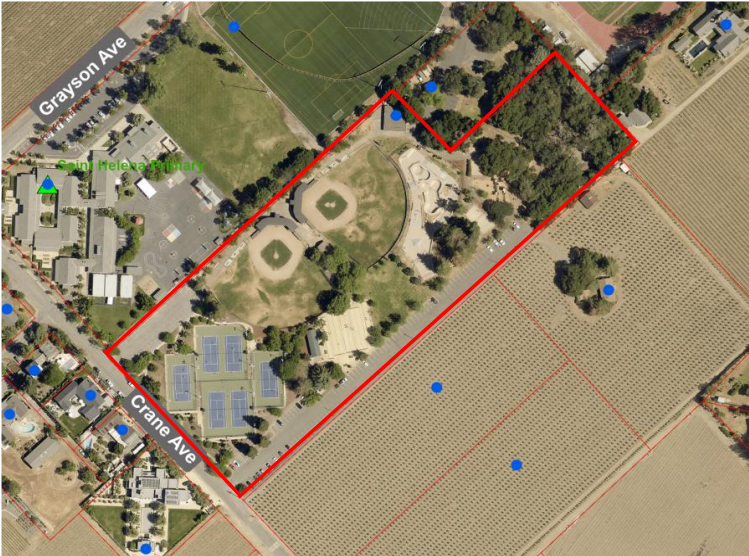
Site D: 009-350-065 | Address: 1701 Grayson Avenue St.



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-350-065	11.17	Public & Quasi-Public	PQP	No	Yes	No	None	0.01 miles	Parcel is the school site for St. Helena Primary; no surplus acreage	0

Evaluation: This 11.17-acre site is zoned PQP and is not vacant. The parcel is part of the St. Helena Primary School site and is currently developed with buildings and sports fields. The parcel does not include surplus acreage. Due to the current use on site, this parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

Site E: 009-350-033 | Address: 360 South Crane Avenue



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-350-033	10.00	Parks and Recreation	PR	No	Yes	No	None	0.15 miles	Parcel is a park with misc. improvements; no surplus acreage (Crane Park)	0

Evaluation: This 10-acre site is zoned PQP and is not vacant. The site is a community park, built out with sports fields and activity areas, and does not include surplus acreage. Due to the current use on site, this parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

Site F: 009-434-009 | Address: 1286 Sulphur Springs Avenue



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-434-009	0.88	Service Commercial	SC	No	Yes	No	None	0.01 miles	Contains improvements; no surplus acreage; essential to active business	0

Evaluation: This 0.88-acre site is zoned SC and is not vacant. The site is a parking lot for Sager Ford and is used as guest and employee parking. The parking lot is essential to the operation of the business; the dealership could not function without it. Additionally, there is no indication that the owner would sell or redevelop the property for housing within the planning period. The site has redevelopment potential, however, and could be included if the property owner is interested in selling the parcel or developing housing on site. The City would need to engage the owner to confirm this interest. If rezoned to high density residential, the site could have a maximum capacity of 24 units and realistic capacity assumption of 17 units. Due to the active use on site and lack of surplus acreage, this site cannot provide lower-income capacity and is not a potential alternative to Site #10.

Site G: 009-180-012 | Address: 1405 Charter Oak Avenue



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-180-012	3.98	Industrial	I	No	Yes	Yes	None	0.18 miles	Contains Misc. Buildings Corp Yard; odd shape limits developable acreage	0

Evaluation: This 3.98-acre site is zoned I and could accommodate residential uses if rezoned and redeveloped. This site is the City Corporate Yard. Due to environmental constraints, this site is not ideal as a Housing Opportunity Site. The site is located within the flood zone and Sulphur Creek crosses through the southwest portion of the site. Additionally, Charter Oak Road runs diagonally through much of the site, bisecting the site in half. These issues pose significant and potentially costly constraints that limit the potential for affordable residential development in the planning period. Due to these constraints, this site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

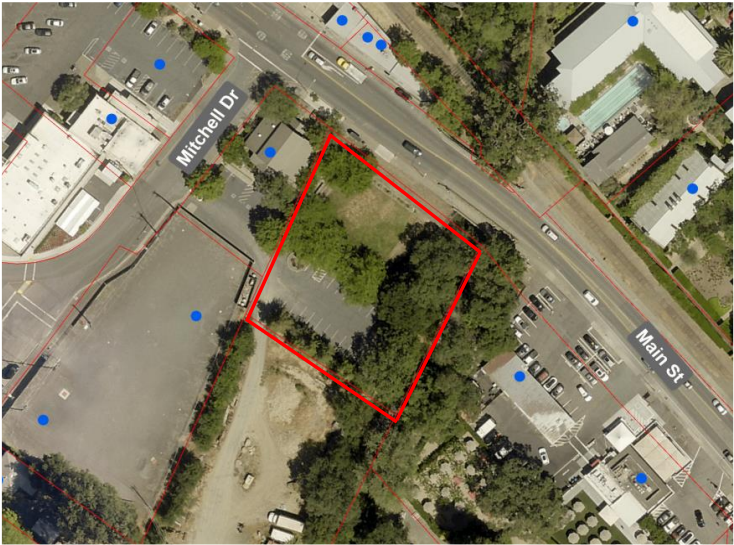
Site H: 009-263-014 | Address: No street access, closest address is 1057 Main Street.



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-263-014	1.62	Service Commercial	MU	No	Yes	Yes	None	0.1 miles	No direct street access; potential Oak Ave extension would go through the middle	0

Evaluation: This 10-acre site is zoned MU and could accommodate residential uses if redeveloped. The has several issues, however, including no street access, miscellaneous improvements on site, location within a FEMA flood zone, and potential for the Oak Avenue extension to bisect the parcel. Due to these constraints, this site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

Site I: 009-263-013 | Address: 1057 Main Street



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-263-013	0.75	Central Business	CB	No	Yes	Yes	None	0.05 miles	Miscellaneous improvements on site (parking for Umpqua Bank)	0

Evaluation: This 0.75-acre site is zoned CB and could accommodate residential uses if rezoned and redeveloped. The site has a few issues, including an existing parking lot and location within a FEMA flood zone. If rezoned to HR, the site could accommodate a maximum capacity of 21 units and a realistic capacity of 14 units. To assume lower-income capacity on the site, however, the City would need to provide an analysis of why the flood zone would not preclude development of housing in the near term and would need to add or modify Housing Element programs, as appropriate, to incentivize and encourage development. Due to existing use on site, limited acreage, and location within a FEMA flood zone, this site is not a potential alternative Site #10.

Site J: 009-263-005 | Address: 1301 Mitchell Drive



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-263-005	0.88	Central Business	PQP	No	Yes	Yes	None	0.01 miles	Improvements on site (paving); PG&E site, former hazmat clean-up site, large easement through the middle, potential Oak Ave extension would go through the middle	0

Evaluation: This 0.88-acre site is zoned PQP and could accommodate residential uses if rezoned and redeveloped. The site is owned by PG&E and is used as a staging site. The site has several issues, including existing uses and improvements on site, a large easement that limits the developable area, location within a FEMA flood zone, and potential for the Oak Avenue extension to bisect the parcel. Additionally, the site was a former hazmat clean-up site and was remediated for hazardous materials from a manufactured gas plant that operated on the site from 1883 to 1926. Due to these constraints, this site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

Site K: 009-600-003 | Address: Along Spring Street; closest address is 1711 Spring St.



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-600-003	0.76	Parks and Recreation	PR	No	Yes	Yes	None	0.01 miles	Existing community park on site (Baldwin Park)	0

Evaluation: This 0.76-acre site is zoned PR and is a community park (Baldwin Park). Due to the current use on site, this parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

Site L: 009-322-009 | Address: None; Adjacent to 1053 Crane Avenue



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-322-009	1.5	Medium Density Residential	MR	Yes	Yes	Partial	None	0.01 miles		29

Evaluation: This 1.5-acre site is zoned MR and can accommodate residential uses. The site is partially located within a FEMA 500-year flood zone (along Crane Avenue frontage), however due to the decreased flood risk and minimally impacted parcel area, this is not a constraint to development. If rezoned to HR, the site could accommodate a maximum capacity of 42 units and a realistic capacity of 29 lower-income units.

Site M: 009-690-023 | Address: None; Adjacent to 1780 Dean York Lane



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-690-023	1.00	Low Density Residential	LR-1A	Yes	Yes	No	None	0.05 miles	Project recently approved on site	0

Evaluation: This 1-acre site is zoned LR-1A and can accommodate residential uses. The site was recently approved for the development of a new market-rate single-family home, however, and is not appropriate for rezoning at this time. Due to the pending project on this site, it is not a potential alternative to Site #10.

Site N: 009-131-039 | Address: None; Closest address is 2486 Spring Mountain Road



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-131-039	5.00	Woodlands & Watershed	WW	Yes	Yes	No	None	0.3 miles	No direct access to the existing utility infrastructure; located at the end of a road without secondary access; steep topography, surrounded by single-family uses owned by property owner. No indication owner would see or redevelop	0

Evaluation: This 5-acre site is zoned WW and could accommodate residential uses if rezoned. The site is located in an extremely low-density area west of Beringer Vineyards that can only be accessed by Spring Mountain Road. The area has steep topography and would require infrastructure improvements including utility and roadway extensions. The costs involved with developing roadway extensions, mitigating topography issues, and connecting to utility infrastructure are significant and costly constraints to the development of affordable residential uses on this site. Due to these constraints, this site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

Site O: 009-131-045 | Address: None; Closest address is 2500 Spring Mountain Road



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-131-045	19.12	Woodlands & Watershed	WW	Yes	Yes	No	High	0.75 miles	No direct access to the existing utility infrastructure; no services; no access; steep topography; owner owns surrounding parcels and appears to value space/privacy	0

Evaluation: This 19.12-acre site is zoned WW and could accommodate residential uses if rezoned. The site has several issues however, including lack of road access, significant distance from existing utility infrastructure, and steep topography. Development of the site would require infrastructure improvements including utilities and roadway extensions that would make development of housing within the next 8 years not feasible. Additionally, the owner of the parcel (and the adjacent parcels) values privacy and would not support the development of high density uses on the site. Finally, the site is too large to meet the State’s assumptions regarding sites suitable for lower-income housing, which include sites that are between 0.5 and 10 acres in size. These issues pose significant and extremely costly constraints that limit the potential for affordable residential development in the planning period. Due to these constraints, this site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

Site P: 009-591-001 | Address: None; Mitchell Drive, between Voorhees Circle and St. James Drive



APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-591-001	0.84	Parks and Recreation	PR	No	Yes	Yes	None	0.01 miles	Existing City park on site (Mary Fryer Park)	0

Evaluation: This 0.84-acre site is zoned PR and is not vacant. The site is a community park (Mary Fryer Park) and is located in a FEMA flood zone. Due to the current use on site, this parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

1933 Spring (Housing Element Site 10) FAQ

Can City down zone a Housing Element site?

- If the City wanted to down zone a Housing Element site, the City would need to find an alternative site that met the HCD criteria for Opportunity Sites. It should be noted that the Alternatives Sites analysis for Site 10 (dated December 2024) concluded that there were no other feasible sites to replace Site 10 on the west side of the city.
- As part of this Study, the Housing Element consultant conducted an exhaustive search for 16 other sites to replace Site 10 that were identified as vacant or severely underutilized. These other sites were not found suitable because of issues related to zoning, Urban Limit Line, FEMA zone, Fire Hazard Zone, or distance from infrastructure.
- So, if the City was to down zone Site 10, it would result in the City having a non-compliant Housing Element and St. Helena would be subject to the *Builders Remedy*.

What is Builders Remedy?

- Prevents jurisdictions from denying certain housing projects
- Projects do not have to comply with the jurisdiction's zoning ordinance or general plan
- The City may not limit heights or require setbacks
- Allows for by-right development of multi-family projects on these sites

Consequences of swapping out a site?

- Doing so would require that the City start the Housing Element site selection process again with HCD and the community.
- As noted above, this would leave the City liable for Builder's Remedy projects until the City completes a new public review process, new HCD review cycles and adoption hearings before the updated Housing Element could be considered for certification.

Spring St Site 10:

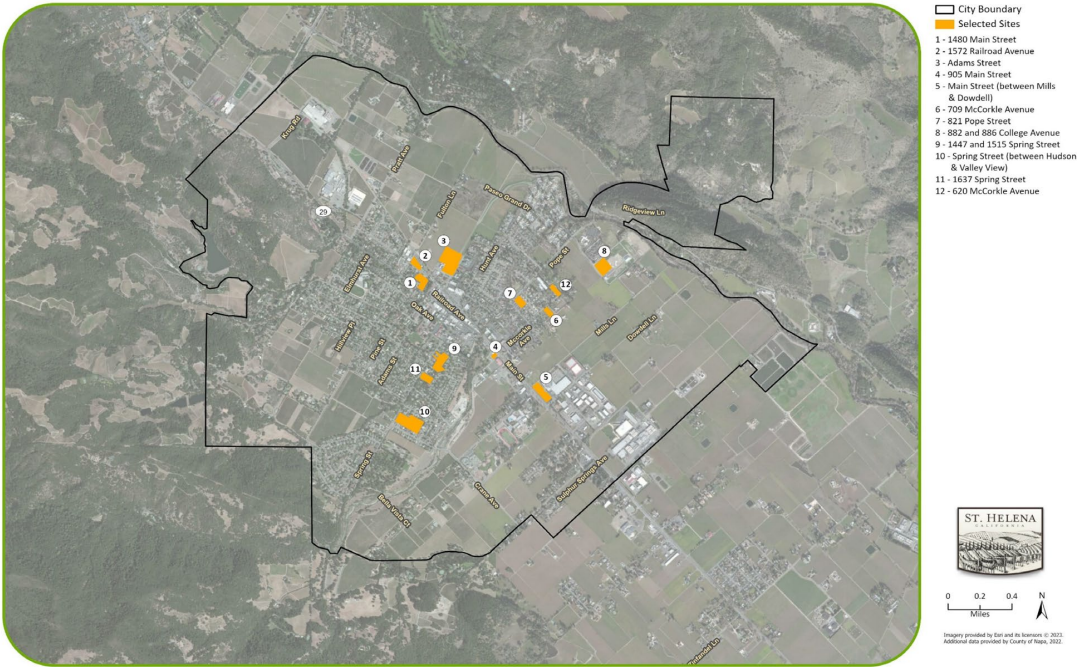
- **When did the General Plan change this land use from Agricultural to residential?**
1975
- **How many years has site 10 been a residential land use (Medium Density Residential)?**
50 (since 1975 as a Medium Density site: range 5.1 to 16.0 units per acre.

- **What is the allowed density of MR?**
5.1 to 16.0 units per acre
- **What is the allowed density of High Density (HR)?**
16.1 to 28 units per acre
- **How many units could be built on site 10 (4.4 acres) under the HR zoning?**
123 units
- **How many units are being proposed for Site 10 by the current owner?** 78
- **What year was this site added to Housing Element as a Housing Element opportunity site?**
In the 5th cycle Housing Element, certified by HCD in 2009
- **When did the City identify this as a site for upzoning to HR?**
 - As part of the 6th cycle Housing Element, the City was required to identify sites that could accommodate increased density on the west side.
 - Public meetings to discuss the various potential sites were held on January 20, 2022 (Workshop #2) and February 22, 2022 (Joint CC/PC meeting)
 - The direction requested at the February 22, 2022 joint meeting (see agenda page):
 - Are there any sites that should be added to the sites inventory? If so why?
 - Are there any sites that should be removed from the sites inventory? If so, why?
 - Confirm the proposed or amended sites inventory and direct staff to proceed with the Housing Element Update.
 - All the housing sites are shown on Figure 49 of the Housing Element adopted in September 2023 (and this figure was included in earlier versions of the Housing Element released to the public on June 29, 2022. (See end of this FAQ)
- **When was a notice of Site 10 being upzoned sent to the owner?**
Letters were sent out to property owners of Housing Element Opportunity Sites on July 27, 2022 notifying the owner that their site has been identified as a possible site to accommodate future housing sites.

The formal zoning action notices for the April 2, 2024 Planning Commission hearing were sent certified mail to the opportunity site owners on March 20, 2024.

- **How was the community alerted to this zoning change to HR as part of the Housing Element?**
 - As noted previously in this FAQ, there were two focused meetings in 2022 to request public input on the proposed opportunity sites prior to the release of the first public draft of the Housing Element.
 - In the February 22, 2022 staff report, it is noted that the ***Housing Element Focus Group suggested that Site 10 be up-zoned from Medium Density Residential to High Density Residential.***
 - The advertisement for these meetings took place via the newspaper articles, social media posts and eblasts from the City.
- **Can the City change the zoning of a site while a Preliminary Application is under review?**
 - The zoning could be changed but the change would not be applicable to the project under review due to the applicant having submitted a preliminary application on August 26, 2025, which locks in the standards and fees applicable to the project as those in effect on that date. Also rezoning this site would bring the City's Housing Element out of compliance and there could be many repercussions, including Builders Remedy.

Figure 49-Residential Site Inventory Map





Housing Element Site 10 Alternative Sites Evaluation

City of St. Helena

City Council Meeting
September 23, 2025

Alternative Sites Evaluation



Purpose

- As directed by the City Council in 2024, the purpose of the report was to evaluate potential replacement sites for Site #10.
- Replacement sites, at minimum, must provide total capacity for the 44 lower-income units assumed at Site #10.
- This capacity does not have to be contained within a single replacement site.

Alternative Sites Evaluation



Information Sources

- Citizens input group
- Available GIS data
- *2015 Feasibility Analysis and Comparison of Sites for New Affordable Housing Development*
- The Preliminary Sites Inventory developed during the 6th-cycle Housing Element Update.

Alternative Sites Evaluation



■ Replacement Site Requirements

- Size: 0.5 - 10.0 acres
- Density: Minimum 20 du/ac and 16 units per site
- Location: Within proximity to transportation and services
- Fair Housing (AB 686): Replacement sites must be in a high resource area (western portion of the city), similarly to Site #10

Alternative Sites Evaluation

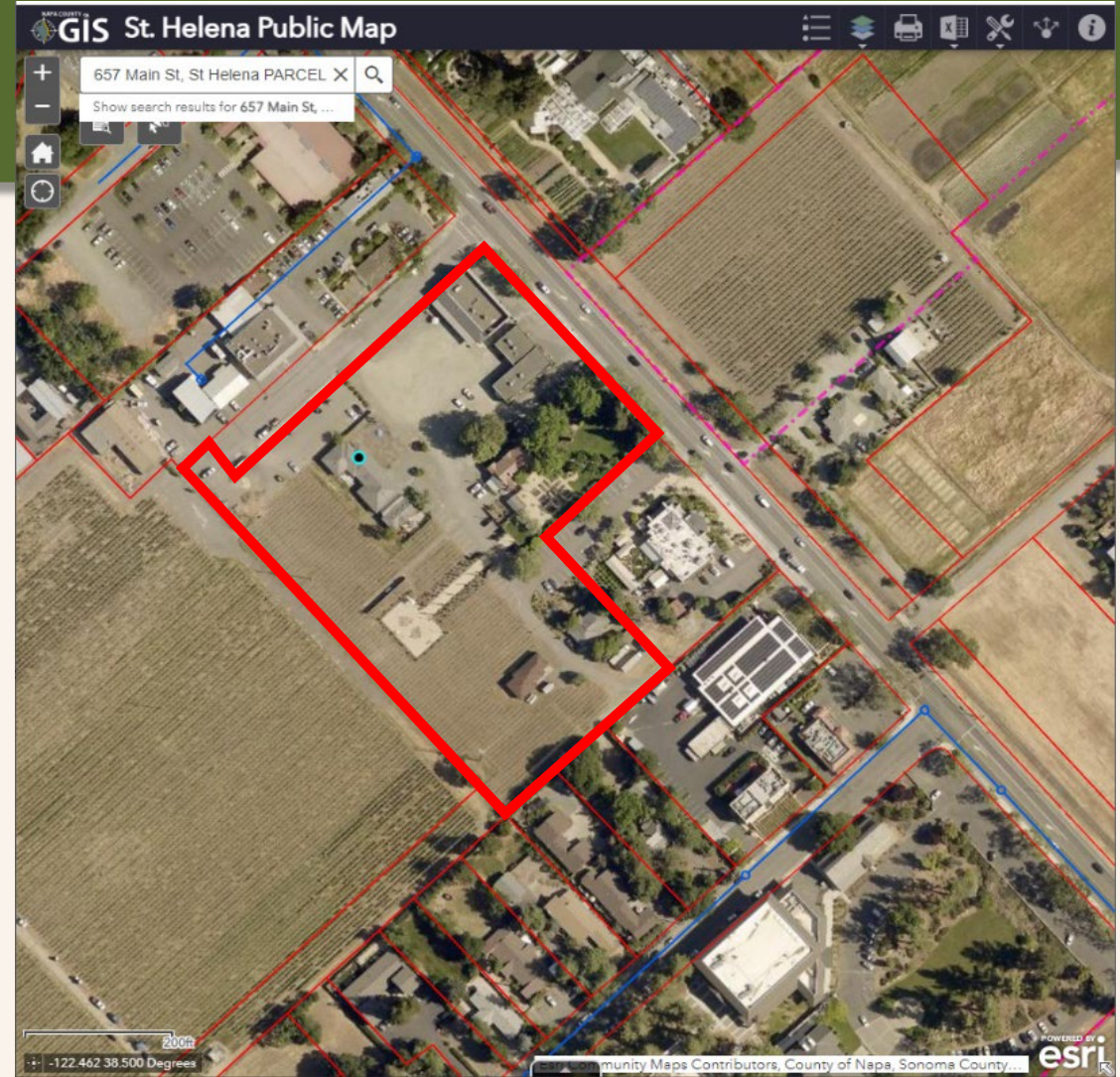


Citizen's Input Group

- Three sites were suggested/discussed:
 - 657 Main St
 - 1325 Adams Street
 - 2222 Spring Street

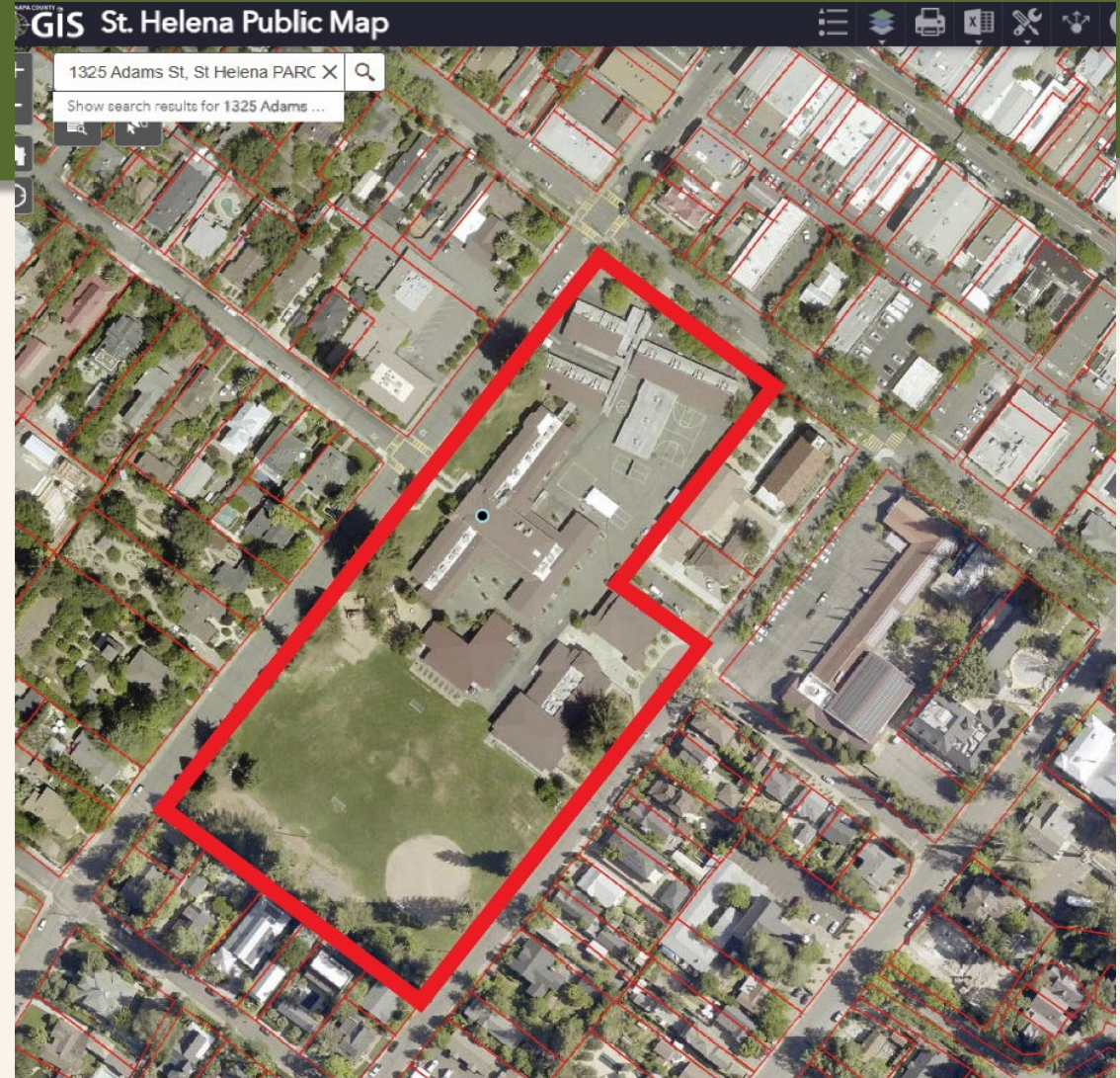
Citizen's Input Group

- 657 Main St
 - Not vacant
 - Active uses on site
 - Owner let an entitlement expire; likely not interested in redevelopment



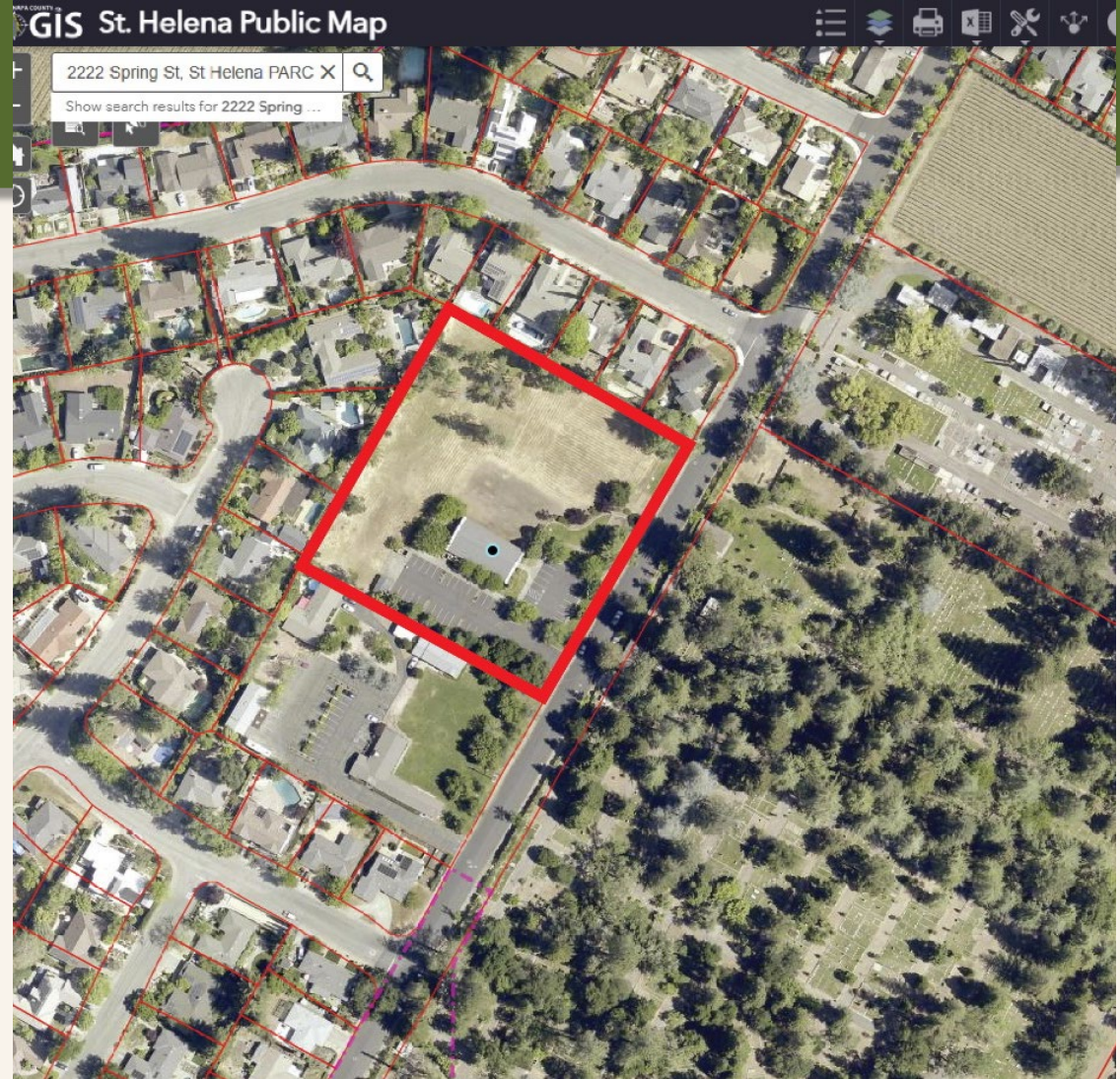
Citizen's Input Group

- 1325 Adams
 - St. Helena Elementary
 - Not vacant
 - Sports fields and play areas
 - When engaged by residents, owners showed no interest in developing vacant acreage



Citizen's Input Group

- 2222 Spring Street
 - Church of Latter-Day Saints
 - Not vacant
 - Includes church parking lot
 - When engaged by residents, owners showed no interest in developing vacant acreage



Alternative Sites Evaluation



■ Steps:

- Identified vacant and severely underutilized parcels
- 16 sites were identified and evaluated
 - Existing conditions: Lot size, land use and zoning, and existing uses
 - Environmental and physical constraints
 - Distance from existing utility infrastructure
 - Potential to accommodate lower income housing

Alternative Sites Evaluation



Table 1: Site Evaluation Summary

Site	APN and Location	Acres	Appropriate for Lower Income Housing						Constraints	Evaluation	Potential Lower-Income Capacity
			Zoning	Vacant	Within Urban Limit Line	FEMA Flood Zone	Fire Hazard Severity Zone	Distance from Existing Utility Infrastructure			
A	009-392-045; Adjacent to the cemetery, near Spring St. and Valley View	2.04	✗ PQP	✗ No	✗ ULL bisects the parcel	✓ No	✓ None	✗ 0.2 miles, existing uses obstructing path	Existing agricultural use on site; only partially within the ULL; existing creek runs through site; not adjacent to existing utility infrastructure	This site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
B	009-392-035; 0 Crane Avenue	3.17	✗ I	✓ Yes	✓ Yes	✗ Yes	✓ None	✓ 0.01 miles	Existing creek runs through site; title issues with Crane Avenue ROW; location within a FEMA flood zone	This site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
C	009-392-014; Spring St. near intersection with Sylvander Avenue	5.01	✗ PQP	✗ No	✓ Yes	✓ No	✓ None	✓ 0.01 miles	Non-vacant: existing cemetery on site	This site cannot accommodate residential uses and is not appropriate not a potential alternative to Site #10.	✗ 0 units
D	009-350-065; 1701 Grayson Avenue St.	11.17	✗ PQP	✗ No	✓ Yes	✓ No	✓ None	✓ 0.01 miles	Non-vacant: existing school on site; no surplus acreage	Development of the site is constrained by the current use [a school with no surplus acreage]. Due to this constraint, the parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units
E	009-350-033; 360 South Crane Ave.	10.00	✗ PR	✗ No	✓ Yes	✓ No	✓ None	✓ 0.15 miles	Non-vacant: existing community park	Development of the site is constrained by the current use [an existing community park with no surplus acreage]. Due to this constraint, the parcel is not appropriate for lower-income capacity and is not a potential alternative to Site #10.	✗ 0 units

Site evaluations are summarized in Table 1

Alternative Sites Evaluation



Site A: 009-392-045 | Address: None; directly adjacent to the cemetery; closest intersection is Spring St. and Valley View



Individual site evaluations follow the summary

APN	Acres	Land Use Designation	Zone	Vacant	Within ULL	FEMA Flood Zone	Fire Hazard Severity Zone	Distance to Utility Infrastructure	Other	Potential Lower-Income Capacity
009-392-045	2.04	Public & Quasi-Public	PQP	No	ULL bisects the parcel (at Sulphur Creek)	No	None	0.2 miles, existing uses obstructing path	Existing agricultural use on site; Sulphur Creek runs through the site	0

Evaluation: This 2.04-acre site is zoned PQP and could accommodate residential uses if rezoned. The site has several issues however, including that the parcel: has an existing agricultural use on site; is only partially within the ULL; has an existing creek (Sulphur Creek) running through it; and is not adjacent to existing utility infrastructure. The site would require infrastructure improvements including utilities and roadway extensions that would make development of housing within the next 8 years not feasible. Due to these constraints, this site is not appropriate for lower-income capacity and is not a potential alternative to Site #10.

Alternative Sites Evaluation



Summary

- 13 sites are completely constrained and are not appropriate for lower-income residential development
 - Many sites have active uses
 - Several have road or utility access issues
 - Several are in a flood zone

Alternative Sites Evaluation



Site F



Site I



Conclusion:
Constrained by
active use/
insufficient available
acreage

Alternative Sites Evaluation



Site L



Conclusion:

- The site can accommodate realistic capacity of 29 units
- This site alone is insufficient to replace Site #10
- Could face same neighbor opposition as Site #10

Alternative Sites Evaluation



Conclusion

- The City does not have alternative sites with potential to provide the minimum needed lower-income unit capacity to replace Site #10.
- Given the available sites west of Highway 29, replacing Site #10 is not viable.

Alternative Sites Evaluation



Discussion and Public Comment

From: [Amy Particelli](#)
To: [Public Comment](#)
Subject: City Council Meeting 9.23
Date: Saturday, September 20, 2025 9:04:57 PM

Dear Mayor and Councilmembers,

I want to express my disappointment with the upzoning of 1933 Spring Street (Site 10) and now with the staff report's conclusion that there are "no viable alternative sites."

When the city rezoned this site to high density last year, the Council promised to study alternatives. The analysis dismissed options too quickly. For example, the Crane Avenue parcel could have supported nearly 30 lower-income units if rezoned. Multiple smaller sites together could have met the target, but instead the City concluded that only Site 10 would work.

This decision is especially troubling because Site 10 is a historic vineyard, part of St. Helena's agricultural and cultural identity. How was that not heavily weighted in the decision? Upzoning it to high density has now invited a project that will overwhelm the neighborhood, create safety hazards, and erase this piece of history.

I also question why the City did not work harder with HCD to negotiate substitutions. Other cities have done so. St. Helena chose the path of least resistance and left one neighborhood to bear an enormous burden.

If the City can claim "no alternatives" to justify high-density zoning, any neighborhood could be next. That fractures trust and undermines the principle of shared responsibility in planning for housing.

I urge the Council to recognize that upzoning Site 10 was a mistake and to keep pushing for alternatives with the State. We need housing solutions that balance compliance with protecting our neighborhoods and history.

Thank you,

Amy Particelli

From: [Christy Palmisano](#)
To: [Public Comment](#)
Subject: Opposition to Sure 10 Spring Street RENTAL development!
Date: Saturday, September 20, 2025 6:00:20 PM

As a resident of Hudson Avenue, my property is directly impacted by the size and scale of this rental project on Site 10 on Spring Street. Not only is this high density three-story develop going to be impacting my privacy as the third story is much higher than any home ever permitted in our neighborhood, but the impact of water use and parking does not seem possible or responsible with the 78 families having at least two cars per unit moving into the area. Our community was hoping for medium density which would have been gracious and accepted by all. Instead, we have an over-shadowed dense building that will only provide 15 homes that will be affordable, the rest being market rate to the advantage of the developer, not the city. I appreciate that fact that our city needs more affordable housing but destroying a historic neighborhood seems like a very high price for our community pay for fifteen units.

Sincerely,
Christy Palmisano

From: [Pierre Birebent](#)
To: [Public Comment](#)
Subject: Spring street housing development, site 10
Date: Monday, September 22, 2025 9:19:41 AM

Dear Sir, Madam,

I am writing to explain my concern about the new housing project on the small vineyard on Spring street.

Not only will it affect the whole neighborhood and lower the real estate value of all the surrounding homes, but mostly the concern is about traffic and water need.

Spring street and Valley view street are the direct access to the primary and the high school .

Very busy during school hours.

Building a village on Spring street will enormously affect the already congested traffic in St Helena.

Those units will have between 3 to 4 cars per household.

This will inject 250 to 350 cars in the traffic, right in the middle of town.

I believe such a project should be done of the outskirts of town, just like Stone Bridge is, on College ave.

I will also raise the need for electricity during a heat spike for example, is PGE ready for a surcharge ?

Global warming means we need more trees and not 3 story buildings.

I am not sure this city council is much concern about the needs and wishes of St Helena residents.

Sincerely yours

Pierre Birebent

St Helena resident since 1988

From: [Maxine Angell](#)
To: [Public Comment](#)
Subject: 1933 Spring Street/ Public comment for City Council Agenda Item 13. 2 9/23/25
Date: Monday, September 22, 2025 12:26:20 PM

Dear Mayor Dohring and Council Members;

I have lived in St Helena for 33 years and am one house away from the proposed development at 1933 Spring Street. As I stated last year at the Planning Commission and City Council meetings, I am opposed to this project for numerous reasons, including but not limited to the following: the size of project, the number of units, failure to provide traffic studies or objective data on negative impacts of project on the neighborhood, destruction of a historical property built in 1910 and the loss of neighborhood charm.

At both the Planning Commission and City Council meetings last year, there was standing room only and overwhelming opposition to this project. Given the concerns of so many neighbors and residents, it is discouraging to see little done in the ensuing year, to find an alternate site and address neighbors concerns.

Due to the opposition, planning staff promised a review of alternate sights. It appears from the Final Report, over a year later, that there it does not appear pursued alternate sights with due diligence. The Final Report lacks specifics and appears to restate generalities that were addressed last year.

I remain opposed to the rezoning at 1933 Spring Street and hope that the city staff will find an alternate site or at the very least provide objective studies about traffic, and all the other concerns raised by neighbors and residents of St. Helena last year that have not been addressed.

Sincerely,

Maxine L. Angell

residential neighborhood.

The proposed rezoning will lower my property value and change the quiet, peaceful character of the neighborhood. Valley View Street is used to bypass the freeway and is too congested, as it is. There are many areas of town that are more suitable for a high density project such as the one that is proposed, some have been previously identified, some not.

Dear Mayor Dohring & St. Helena City Council Staff,

I am writing as a concerned resident of St. Helena to express my strong opposition to the proposed development behind my home at 1106 Valley View Street. This project presents serious risks to the safety, well-being, and character of our neighborhood.

Our streets are quiet, residential, and not designed to handle the significant increase in vehicle traffic and noise that this development would bring. Children regularly walk and ride bikes to schools in the area, and the added congestion would dramatically increase the risk of accidents. The increase in traffic would not only make daily life less safe but also complicate emergency access for first responders.

Of particular concern is the impact on fire safety. In the event of a wildfire or other emergency requiring evacuation, the added density and traffic could create dangerous bottlenecks, putting residents, including children and elderly neighbors, at risk. Our community's ability to evacuate quickly and safely should be a top priority, yet this development would make that far more difficult. With the increase of more than 70 units which could equate to more than 300 new residents in a 4 acre parcel, this would greatly increase our risk of safety which we have been used to over the years.

Furthermore, the construction itself would introduce heavy equipment and constant large vehicle movement near homes, further endangering pedestrians and children. The long-term effect of the development would permanently alter the peaceful, safe character of our neighborhood. Not to mention the 40' height of the proposed buildings which would then be the tallest buildings on the west side of St. Helena (and honestly throughout most of town!). It makes absolutely no sense to build such a large development in this small of a space which would ruin the quiet charm of this neighborhood.

I urge the City Council to prioritize the safety of children, the wellbeing of residents, and emergency preparedness when reviewing this proposal. I strongly request that the Council reject this development and seek alternatives that protect the integrity, safety, and livability of our community. I appreciate the review of other spots around town that this housing element requirement could go – but I strongly believe that there must be some other alternative than the current site 10. And the fact that the rezoning happened without any input or warning to all of us residents that surround the site really speaks volumes to how this has come about lately.

Thank you for your attention to this critical matter. I am available to provide further input or participate in discussions regarding this proposal.

Sincerely,
Brittany Anderson
1106 Valley View Street

From: [Erin Przybylinski](#)
To: [Public Comment](#)
Cc: [Peter Przybylinski](#)
Subject: Comments for tonight's meeting
Date: Tuesday, September 23, 2025 1:35:18 AM

Dear Council Members,

As we will be unable to attend tonight's meeting, we wanted to go on record to reiterate our disappointment that site 10 was rezoned as a high density site. It's hard to fathom how as individual homeowners any small improvement project is held to great scrutiny, but now three, three story buildings are permitted in the middle of a predominantly single story home development.

If there is any chance at all that the height and number of units for this much needed housing could be curbed, we would encourage you to pursue it at all costs. The long term community feel would be worth it for all residents.

As an additional note, street parking on southern Hudson is already at a premium, and there is quite a blind spot exiting Hudson Ave to spring street, so please ensure the developer is providing for a minimum of 156 parking spots on site. Traffic patterns right in front of site 10 are quite intense during school drop-off/pickup times, so this safety situation will need to be addressed as well.

Thank you for your time,

Erin and Pete Przybylinski
1184 Hudson Ave

From: [Stefano Particelli](#)
To: [Public Comment](#)
Subject: Spring street development
Date: Monday, September 22, 2025 8:57:17 PM

Good evening Councilmembers,

The staff report's conclusion that Site 10 is the only viable option contradicts state housing law. Owner disinterest, existing uses, or partial floodplain designations are not valid reasons to exclude parcels from the Housing Element inventory.

HCD guidance allows combining smaller sites to meet lower-income housing capacity. The report itself notes that Site L could yield 29 units if rezoned. When paired with other underutilized parcels, the 44-unit requirement can be met without overconcentrating density on one site.

Focusing the project on Spring Street also raises concerns about wildfire evacuation and infrastructure. For these reasons, Site 10 should not be considered the only option, and the City should pursue a lawful amendment by process to identify alternatives.

Thank you.

From: [Jessica Hague](#)
To: [Public Comment](#)
Cc: [Jessica Hague](#)
Subject: Public Comment: Agenda Item 13.2 - Sept 23 2025 Meeting
Date: Tuesday, September 23, 2025 2:50:02 PM

To Mayor Paul Dohring, Vice Mayor Michelle Deasy, City Council Members: Aaron Barak, Kate Spadarotto, Billy Summers,

I am writing to express my extreme disappointment in the city's process to evaluate the viability of other sites, which was promised to the significant number of residents, like me, who opposed the rezoning of site 10 to high density last year. Unsafe evacuation routes, inadequate sewer infrastructure, lack of ADA compliant sidewalks and crosswalks are among the issues requiring consideration of this Council before finalizing any decision on site 10.

Having reviewed the developer's plans for site 10, the density proposed on this site is simply unsafe for the neighborhood. With one driveway to access the development, evacuation of 120++ cars onto Spring Street will put all of the residents in the surrounding Hudson Avenue, Valley View, Sylvaner, and White Sulphur Springs neighborhoods in jeopardy in the event of a wildfire.

Concerns over the lack of adequate sewer infrastructure on Spring Street was raised last year by a resident who lives on Spring Street directly across from site 10.

The neighborhood lacks safe and ADA compliant sidewalks and crosswalks on Spring Street between Valley View and North Crane Avenue.

Obstructed views by heritage oak trees for vehicles traveling on south Hudson Avenue onto Spring Street increases risks of significant traffic congestion particularly at peak commute and school transit times, and vehicle and pedestrian accidents.

As a longtime resident of Hudson Avenue, I urge the council to look at meeting HUD's affordable housing requirement through the combination of sites F, I, J, K and/or M.

Site L will most assuredly receive the same upzoning opposition as site 10.

Respectfully,
Jessica Hague
1154 Hudson Avenue Homeowner

From: [Patti Antonaccio](#)
To: [Public Comment](#)
Subject: Spring Street Development
Date: Tuesday, September 23, 2025 2:26:39 PM

Dear City of St. Helena,

Please reconsider zoning this site to medium density which is in keeping with the neighborhood. Three story units will tower over the 1 story homes next to it and will be a blight. Two stories would be much better plus there needs to be landscaping barriers between the one story homes and the more than one story development!

This a travesty and I believe will hurt tourism, new residents will not want to live here or existing residents will want to leave St Helena.

Thank you for your time and consideration.

Patti

Patti Antonaccio
Travel Advisor
St Helena Travel
1100 Hudson Ave.
St. Helena, CA 94574

707 963 8464
patti@sthelenatravel.com
CST#2011247-10

From: [Tina](#)
To: [Cindy Tzafopoulos](#); [Public Comment](#)
Cc: [David Prueter](#); [Thomas DeGeorgio](#); [Max Angell](#)
Subject: Follow-up on Site #10 and Housing Element Concerns
Date: Tuesday, September 23, 2025 2:47:53 PM

Ladies and Gentlemen,

I am following up on my correspondence from last year regarding Site #10 and the proposed 78-unit lower/mid-income housing development. I understand that City staff had recently explored alternative parcels, yet the study appears to have focused exclusively on areas west of Highway 29. I'm unsure why this limitation was imposed, as I believe there are potential parcels east of Highway 29 that could be suitable for affordable housing development.

If Site #10 remains the only proposed location for this project, I urge the City to recognize its responsibility in mitigating potential negative impacts on the surrounding neighborhood and to ensure that the developer meets all standards that prevent undue hardship on existing residents. Specifically, I would like to raise the following concerns:

1. Impact on Property Value

The introduction of a high-density development will likely impact property values in the surrounding area. The City and the builder should take responsibility for any loss in property value and explore appropriate compensation or mitigation measures.

2. Noise and Quality of Life

Our neighborhood is known for its tranquility. The increase in density and associated activity will significantly raise noise levels. The City should require the developer to install effective sound barriers to protect the peaceful environment of existing homes.

3. Brown Water Issues

The issue of brown water remains unresolved in our area. Prospective residents should be fully informed of this situation, and steps must be taken to address and rectify the underlying problems before any occupancy.

4. Water Supply and Pressure

We have already experienced periods of low water pressure. With the addition of 78 units, this will only worsen. The City should require the developer to fund and construct a new water supply line to support increased demand and improve water quality.

5. Emergency Evacuation & Fire Safety

Our neighborhood was dangerously close to the 2020 wildfires, with nearby residents evacuated. Increasing population density in this area will pose a serious risk during emergencies. The City should consider constructing a new through-street to facilitate emergency access and evacuation.

6. Traffic and Parking Congestion

Street parking is already heavily used. The addition of potentially 100 or more vehicles will strain the area further. The City should require the builder to include adequate off-street parking, such as a parking garage, to prevent overflow onto residential streets.

7. Public Safety & Crime Prevention

Our area currently enjoys a low crime rate. However, a significant increase in rental units may change the dynamics. The City must assess the need for additional police resources to ensure public safety is maintained.

8. Hospital and Medical Services Capacity

Local healthcare facilities are already operating near capacity. With a growing population, access to timely medical services could be affected. The City should work with healthcare providers to evaluate and address future capacity needs.

9. Energy Demand and Reliability

We experience periodic power outages, and additional demand could worsen the situation. PG&E must provide a plan to ensure reliable service as the population grows. Additionally, the burden of higher time-of-use electricity rates (4–9 PM) remains a concern.

In closing, while I support responsible housing development, I believe it must be balanced with the well-being of current residents. I respectfully ask the City to address these concerns before proceeding with the approval or

development of Site #10.

Thank you for your time and attention.

Sincerely,

Tina & Tom

1180 Valley View Street

713-907-9667

Sent from my iPhone

On Apr 22, 2024, at 3:02 PM, Cindy Tzaopoulos
<ctzaopoulos@cityofsthelena.org> wrote:

Received.

From: Tina DeGeorgio <tinadegeorgio@gmail.com>

Sent: Monday, April 22, 2024 1:59 PM

To: Planning Commission <PlanningCommission@cityofsthelena.org>; Maya DeRosa <MDeRosa@cityofsthelena.org>; cityclerk <cityclerk@cityofsthelena.org>; Paul Dohring <PDohring@cityofsthelena.org>; Eric Hall <EHall@cityofsthelena.org>; achoutaeu@cityofsthelena.org; Billy Summers <BSummers@cityofsthelena.org>; Patrick Kenealy <pkenealy@cityofsthelena.org>

Cc: Thomas DeGeorgio <tomdegeorgio@gmail.com>

Subject: [External] Rejection of Spring Street site 10 Rezoning

Importance: High

Dear City Council,

I humbly would like to renew my request to reject High Density development on site 10. I submit this request, in addition to all my prior requests (dated March 5th and March 24th). I have been a resident owner, in St. Helena, for nearly 4 years. I feel like my voice is not being heard. The reasons why we purchased our home are many. While too many to individually list here, many can be found on the City's web page. A small friendly family oriented community, with rich history. Most importantly the City has protected the

beauty and tranquility of our 5+ square acre city by imposing building height restrictions, not allowed big box stores and promoting the wine industry. Our leaders have always acted with a long term view of the future.

We do not support the High Density development on site 10. This effort is a short sighted plan to solve much bigger issue. I believe that if proper due diligence and proper notice is made to interested parties better options would come to the fore. Attempts to solve the Housing Element issue with a hastily developed and contorted plan is destined for failure. A high density development on site 10 would negatively impact our community in terms of traffic and street over crowding. Already limited parking would get much worse. An already taxed water and sewer system would most certainly fail or need replacement. We are currently experiencing brown water issues and power outages. They are still not resolved. Health and safety issues such as fire evacuation and public safety would certainly be at risk.

Our city was founded in the 1800's, it has prospered since then, lets not take steps backwards. There are alternative solutions that fit with the vision of our forefathers and provide a long term solution, we just need to embrace them. It is worth taking the time to explore these options going forward when redoing the Housing Element.

Finally, I would like to thank you for your service to our beautiful community. I understand the heavy burden that comes with your role. I stand ready to support a plan that supports all of our 5,000 plus residents now and into the future.

Tina & Tom DeGeorgio
1180 Valley View Street
St. Helena, CA

From: [Mcknz](#)
To: [Public Comment](#)
Subject: Site 10 rezone
Date: Tuesday, September 23, 2025 4:18:01 PM

Unfortunately, we are unable to be at the meeting tonight however, I would like to strongly suggest that the city Council Direct further site reviews in regards to maintaining medium density on site 10 and finding additional density to meet our quotas required by the state on other parcels.

High density projects will cause numerous issues within our community.

The staff report shows lack of effort in trying to solve the situation the State has created. There are means, without mass housing being situated in the middle of a small home community, To solve this issue. Other places on the west side that we should be able to meet the quota and keep the zoning on site 10 at medium density.

We must preserve the quality of living in Saint Helena, and I think we can do it and still have viable options for housing for our workers and our low income individuals.

Multi story mass housing also will not solve our senior citizens housing needs. It will only accommodate young able body people.

Thanks,
Laura Keir
1094 Valley View St
St Helena

PUBLIC COMMENT FOR THE SEPTEMBER 23, 2025 CITY COUNCIL

I'm Pat Kenealy, and I live on Spring Street

I was part of the City Council that assigned City staff to find an alternative to Site 10.

Here the Council is again, a year later, in receipt of a "nothing can be done" response from the Planning Department and a hired consultant.

The report contains no creative thinking on breaking out of the legal box they described back then, and no thinking "outside the box" on how solve this problem for the citizens.

It's very disappointing, and valuable time has passed. Once again the citizens are being told only "we notified you"; once again the citizens are learning that the Planning Department not is pro-actively looking out for them.

So here are three hopefully-helpful suggestions for what to do now. I suggest:

First and most importantly, the City Council should NOT accept the report tonight. The matter needs further analysis led by a higher level of City leadership. Don't let the accepting of the report become a tacit approval of its findings.

It's the Council's EXACT ROLE to push back when needed.

Second suggestion: the City Council should be explicit on who will lead on this issue:

1. The Mayor?
2. The City Council or one of its members?
3. The Planning Commission?
4. The City Manager?
5. The City Attorney?
6. The City Planning Department Head again?
7. A better consultant?

SOMEHOW, THE COMBINATION OF ALL THESE FOLKS IS NOT PROTECTING US FROM THE CREEPING SUBURBANIZATION OF OUR SEMI-RURAL TOWN.

We need a Council Point Person on Site 10, perhaps the Mayor himself.

Finally, the Council should instruct City staff to SUPPORT the citizens in exploring new alternatives, not just notify the citizens and move on.

Possibilities still exist:

1. Swapping Parcel 10 for some other City-owned parcel
2. Expanding the search for alternative sites to ALL parts of Saint Helena. That's not what the Sacramento prefers but I believe the regulators would compromise on this issue if pushed.
3. Working with the City Attorney to buy the concerned parties time to explore alternatives. Now, more urgent real work must begin, but we'll need time
4. Finding out what amount of money it would take to buy the parcel from the current owner
5. Engage directly, at a senior level with the current owner if he or she is a neighbor, and see if they will be flexible
6. Helping a collection of neighbors work together to buy some or all of the parcel. Throughout the US and the world there are pocket parks owned by abutting property owners. When abutting properties include such rights, their values go way up.
7. Lobby Sacramento, and join the movement of California Cities opposing centralized housing mandates, and learn their best practices.
8. Refute some of the consultant's misstatements about availability of public transportation and actual availability of alternate sites
9. Find ways to work BEYOND the HCD process.
10. These are half just some ideas. I'm sure there are more

I'LL STOP THERE BUT THIS ISSUE HAS COME TO THE TOP OF THE AGENDA FOR GOOD REASON. I REMIND THE COUNCIL TO REMEMBER THE VOTERS AND SEND THIS BACK TO THE STAFF FOR MORE WORK.