



City of St. Helena
Regular City Council Meeting
Tuesday, October 14, 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@cityofsthelelena.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@cityofsthelelena.gov.

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://sthelelena.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@cityofsthelelena.gov. El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en <https://sthelelena.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

9 - 15

September 23, 2025.

[Regular City Council - 23 Sep 2025 - Minutes](#)

6. PUBLIC FORUM:

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

Estimated start time: 6:10 p.m.

- 6.1. [Public Comment - Joshua Parke \(1\)](#)
[Public Comment - Joshua Parke \(2\)](#)
[Public Comment - Joshua Parke \(3\)](#)
[Public Comment - Joshua Parke \(4\)](#)
[Public Comment - Leslie Stanton](#)
[Public Comment - Jerry & Michele Hyde](#)
[Public Comment - Jessica Hague](#)
[Public Comment - Jessica Hague \(2\)](#)
[Public Comment - Jordan Coonrad](#)
[Public Comment - Julia Bolander](#)
[Public Comment - Julia Bolander \(2\)](#)
[Public Comment - Julie Ann Kodmur](#)
[Public Comment - Karen Williams](#)
[Public Comment - Kelly Wheaton](#)
[Public Comment - Lana Ivanoff](#)
[Public Comment - Larry Vermeulen & Connie Wilson](#)
[Public Comment - Leslie Dunlap](#)
[Public Comment - Mark Smithers](#)
[Public Comment - Matthew Walter](#)
[Public Comment - Michelle Liu Covell](#)
[Public Comment - Nicole Abiouness](#)
[Public Comment - Pam Smithers](#)
[Public Comment - Pat Friday](#)
[Public Comment - Phil Murphy](#)
[Public Comment - Priscilla Dell](#)
[Public Comment - Priscilla Dell \(2\)](#)
[Public Comment - Priscilla Dell \(3\)](#)
[Public Comment - Resident](#)
[Public Comment - Richard Seiferheld](#)
[Public Comment - Robert Fiumara](#)
[Public Comment - Ross Allen](#)
[Public Comment - Ross Allen \(2\)](#)
[Public Comment - Sarah MacDonald](#)
[Public Comment - Shannon Lail](#)
[Public Comment - Stephanie Smithers](#)
[Public Comment - Stephanie Smithers \(2\)](#)

17 - 238

[Public Comment - Stu Smith](#)
[Public Comment - Susan & Terry McWilliams](#)
[Public Comment - Susan Davis](#)
[Public Comment - Ted Shuel](#)
[Public Comment - Terence Ford](#)
[Public Comment - Terence Ford \(2\)](#)
[Public Comment - Tom Belt](#)
[Public Comment - Tom Belt \(2\)](#)
[Public Comment - Adam Rotello](#)
[Public Comment - Albright](#)
[Public Comment - Bryan Sandoli](#)
[Public Comment - Christine Hale](#)
[Public Comment - Daniel Hale](#)
[Public Comment - Darcy Dunlap](#)
[Public Comment - Elaine de Man](#)
[Public Comment - Erin Lail](#)
[Public Comment - Grace Kistner](#)
[Public Comment - Charles Covell](#)

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

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

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

Estimated start time: 6:25 p.m.

8.1. Proclaiming October as National Domestic Violence Awareness Month. 239 - 240
[Proclamation](#)

8.2. Presentation by Water/Wastewater Advisory Committee members regarding collaborative efforts to address Water Quality issues. 241 - 259

CEQA Determination: Exempt
 Prepared By: Joseph Leach, Assistant City Manager/Director of Public Works/City Engineer
[Staff Report - Presentation of Matters related to Water Quality by W/WW AC Subcommittee - Pdf Presentation](#)

9. STAFF BRIEFING AND PRESENTATIONS

Estimated start time: 6:45 p.m.

9.1. Provide status report of the Fiscal Year 2025-26, 1st Quarter for the City of St. Helena's Capital Improvement Plan (CIP). 261 - 271

CEQA Determination: Not a CEQA project

Prepared By: Joseph Leach, Assistant City Manager/Director of Public Works/City Engineer, Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Receive the report and provide direction as appropriate. No Council action is required.

[Staff Report - CIP Project Update - FY26Q1 - Pdf Presentation](#)

10. CONSENT ITEMS

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

Estimated start time: 7:15 p.m.

- 10.1. Consideration of Resolution converting a portion of a Red Zone to a Loading Zone located at 1309 Main Street, update the City's List of Red Zones (parking prohibitions) and rescinding Resolution 2024-96. 273 - 292

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Project Manager

Recommendation:

Approve the request to convert a portion of a Red Zone to a Loading Zone in front of St. Helena Hotel, rescind Resolution 2024-96 and adopt a new Resolution documenting the updated curb parking restrictions.

[Staff Report - Converting a portion of a Red Zone to a Loading Zone in front of St. Helena Hotel - Pdf](#)

- 10.2. Consideration and Proposed Approval of a Sole Source Professional Services Agreement with ATG Lighting, Inc. for Holiday Decoration Installation and Removal in an Amount Not-to-Exceed \$13,815. 293 - 311

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - PSA with ATG Lighting Inc. for Holiday Decorations - Pdf](#)

- 10.3. Adopt a Resolution authorizing the City Manager to execute Professional Services Agreements with Haley & Aldrich, Inc. for Owner's Representative Services for Capital Improvement Program projects and Staff Augmentation Services in support of general engineering, operations, capital improvement plan and special support. 313 - 339

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Staff recommends approving the attached resolution.

[Staff Report - Owner's Representative/Staff Augmentation Services for CIP Projects - Pdf](#)

- 10.4. Consideration and proposed adoption of a Resolution (1) Delegating Authority to the City Manager to award and execute a Professional Services Agreement (PSA) with West Yost for Engineering Design Services for the Wastewater Treatment Plant and Reclamation Plant Effluent Pump Station Upgrades in an amount no-to-exceed \$326,332; (2) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% or \$48,950 for a total contractor budget of \$375,282; (3) Establish a new Capital Improvement Plan (CIP) Project S26-04 WWTP Effluent Pump Station; and (4) Complete Budget Amendments to fund the new CIP Project. 341 - 369

CEQA Determination: This project qualifies for a Class 6 Categorical Exemption 'Information Collection' under Section 15306 of CEQA. Any future project will require additional analysis and a formal determination regarding the environmental impacts of that project.

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - WWTP Effluent Pump Station Design PSA - Pdf](#)

- 10.5. Consideration and Proposed Approval of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Land Revision for Pond Levee Weed Control and Upkeep in an amount not-to-exceed \$30,632. 371 - 398

CEQA Determination: This project is deemed exempt from the requirements of CEQA under Section 15301, Existing Facilities; and Section 15061(b) (3), which identifies that a rulemaking activity which does not have the potential for causing a significant effect on the environment is therefore, exempt per the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment.

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - PSA with Land Revision for WWTP Weed Abatement - Pdf](#)

- 10.6. Authorize the City Manager to execute a professional services agreement with Kleinfelder Associates for preparation and submittal of the Annual Instrumentation Reports for the St. Helena Lower Reservoir Dam for 2025, 2026, and 2027, in an amount not to exceed \$65,229. 399 - 434

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Authorize the City Manager to execute a professional services agreement with Kleinfelder Associates for preparation and submittal of the Annual Instrumentation Reports for the St. Helena Lower Reservoir Dam for 2025, 2026, and 2027, in an amount not to exceed \$65,229.

[Staff Report - Proposal Authorization – Kleinfelder, Inc. Annual Instrumentation Report for the St. Helena Lower Reservoir Dam - Pdf](#)

- 10.7. Consideration and proposed adoption of a Resolution approving the project plans for Capital Improvement Project W-101 Tank 2 Rehabilitation and authorizing the advertisement for bids. 435 - 444
- CEQA Determination: Not a CEQA project
 Prepared By: Mario Traverso, Project Manager
 Recommendation:
 Approve the Resolution
[Staff Report - W-101 Tank 2 Rehab Plan Approval and Bid Authorization - Pdf](#)
- 10.8. Waiver of second reading and adoption 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. 445 - 453
- 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:
 Waive the second reading of and adopt 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 - 2nd Reading - Visibility Triangle - Zoning Ordinance Amendment \(ZOA 25-003\) - Pdf](#)
11. PUBLIC HEARINGS
- None
12. OLD BUSINESS
- None
13. NEW BUSINESS
- Estimated start time: 7:25 p.m.
- 13.1. Approval of Resolution Authorizing Recruitment for an Assistant Public Works Director (Operations), Chief of Police, and Community Services Director. 455 - 459
- CEQA Determination: Not a CEQA project
 Prepared By: Mandy Kellogg, Administrative Services Director
 Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Authorization to Recruit - Pdf](#)

- 13.2. Resolution Authorizing the City Manager to Execute up to three Professional Services Agreement with up to two Professional Recruiting Firms for up to \$25,000 each and a total not-to-exceed amount of \$75,000 funded through existing salary savings. 461 - 465

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - PSA for Recruiting Firm - Pdf](#)

14. CITY COUNCIL REPORTS:

- 14.1. A. Association of Bay Area Governments (ABAG) - Executive Board
- B. Association of Bay Area Governments (ABAG) - General Assembly
- C. Napa Valley Tourism Corporation (Umbrella for Napa County)
- D. League of California Cities – North Bay Division
- E. Napa County City Selection Committee
- F. Napa County Flood Control and Water Conservation District
- G. Napa County Local Agency Formation Commission (LAFCO)
- H. Napa Valley Transportation Authority (NVTa)
- I. Napa County Watershed Information Center & Conservancy (WICC)
- J. Upper Valley Waste Management Agency
- K. Napa County Groundwater Sustainability Plan Advisory Committee
- L. Napa County Regional Climate Action Committee
- M. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for October 28, 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 October 9, 2025.

Andrew Bradley, City Clerk

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 23, 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, Council Member Kate Spadarotto, and Council Member Billy Summers

Absent:

1. CALL TO ORDER

Prior to Roll Call Mayor Dohring made a statement about the recent national violence in the United States and called for a moment of silence.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Mayor Dohring led the Pledge of Allegiance.

4. ADOPTION OF THE AGENDA

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

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

5. APPROVAL OF MINUTES

- 5.1 Consideration and proposed approval of Regular Meeting Minutes of September 9, 2025, and the Special City Council Study Session meeting of September 16, 2025.

Regular City Council
September 23, 2025

Council Member Aaron Barak moved to approve the Regular Meeting minutes of September 9, 2025, and the Special City Council Study Session minutes of September 16, 2025. The motion was seconded by Council Member Kate Spadarotto and on voice vote carried by the following vote:

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

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

6. PUBLIC FORUM:

Michelle Covell and Mark Smithers addressed the City Council.

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

7.1 City Manager Anil Comelo provided brief updates.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

None.

9. STAFF BRIEFING

None.

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 August 2025 Review and Forecasting of City Water Supply Availability.

CEQA Determination: Not a CEQA project

Prepared By: Ian Dale, Environmental Services Tech

Recommendation:

Receive and file.

10.2 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

Regular City Council
September 23, 2025

Industrial Services, Inc. for 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.

- 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.

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

- 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.

CEQA Determination: Exempt

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

Recommendation:

Approve the attached resolution.

- 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.

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Staff recommends City Council approve the attached resolution.

Council Member Aaron Barak moved to adopt the consent calendar. 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, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

Regular City Council
September 23, 2025

11. PUBLIC HEARINGS

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

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.

Finance Manager, Martin Beltran made presentation.

Mayor Dohring opened the public hearing; no comments were received.

Discussion was brought back to the Council where comments and questions were made. The Council directed staff to proceed with submitting the required documents for closeout.

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.

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.

Community Development Director, Maya DeRosa made a presentation on the item.

Mayor Dohring open the Public Hearing; no comments were made.

The discussion was turned over to the Council where questions and comments

Regular City Council
September 23, 2025

were made.

Council Member Aaron Barak moved to waive the first reading of the proposed Ordinance to:

1. Find 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

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, Council Member Kate Spadarotto, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

12. OLD BUSINESS

None.

13. NEW BUSINESS

13.1 Regional Climate Action and Adaptation Plan (RCAAP) Update and Discussion

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.

City Manager Comelo introduced the item. Eric de Kok of Ascent Environmental presented on the item.

Mayor Dohring called for Public Comment; Public comment was received by Chris Warner.

The discussion was turned over to the Council where feedback was provided.

Mayor Dohring called for a brief recess at 7:15 p.m. The meeting reconvened

Regular City Council
September 23, 2025

at 7:30 p.m.

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

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Receive report from staff and consultant.

Community Development Director, Maya DeRosa introduced the Housing Element consultant Ryan Lester who made a presentation on the item.

Mayor Dohring opened Public Comment; Public Comment was made by William Wagner, Beth Novak, Pat Kenealy, Scott Anderson, Steve Goldfarb, Michelle Covell, David Prueter, Michael Sweeney, Corey, Cameron Krebs, Mike Anderson and Linda Reiff

The discussion was turned over to the Council, during which the City Attorney and City Manager provided input. Council directed staff to work with interested members of the community to explore potential solutions. Mayor Dohring and Council Member Barak volunteered to serve as part of this effort.

14. CITY COUNCIL REPORTS:

No reports were made.

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

Regular City Council
September 23, 2025

K. Napa County Groundwater Sustainability Plan Advisory Committee

L. Napa County Regional Climate Action Committee

M. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 8:58 p.m.

CHALLENGING DECISIONS OF CITY ENTITIES

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk

From: Joshua Parke <joshua@parke.studio>

Sent: Monday, September 29, 2025 5:27 PM

To: Erika Opp <eopp@cityofsthelena.gov>

Subject: RHNA Numbers and ADUs

Hi Erica, could you please submit the attached for public comment? Thank you

Good afternoon council members,

I'm writing to express ideas we have generated over the years, and to provide examples of policies adopted by other jurisdictions regarding the accommodation of state mandated RHNA numbers. There will be more emails to follow. If any of you read this please respond and let us know you received it. If there's anything we can do to help further a positive direction please let us know. You have many issues with lack of direction and creative thinking toward positive outcome for the town, time and again it seems the easiest route is presented as the only route, nothing great comes from this.

Over the course of the last several months we've watched the conversation around housing affordability evolve in St Helena and I believe there is a misguided undertone to the impact vs benefit of the broad state mandated approach. The altruistic notion of these mandates as a tool to create affordable housing is disproportionately small compared to their impact in devaluing surrounding properties and consuming of open space within the community. The municipal/community conversation around housing within St Helena is missing the critical descriptor of creating code engrained pathways for specific tiers of affordability of housing. "Housing" as a general descriptor does little to further the sophistication of the conversation to garner real impact. The state is continually providing new direction and obligations for municipalities, hence the appropriate response from a local municipality perspective should be to create methodologies for nimble evolutions of zoning language in conformance to the general plan with the aim to further the cause of affordability as needed and preserve the sense of place within our community.

Our high density zoning designation and objective standards as written discourage the housing that is needed to appropriately accommodate moderate to low income price structures. Lower the height, and increase the density. Draft to encourage multiple configurations prioritizing entry level with the opportunity for mobility across expense brackets.

We are missing an opportunity for broad spectrum community involvement regarding meeting of RHNA numbers and utilization of ADUs toward our affordable housing allotment. ADU's are not just guest houses, they can serve a need and have minimal impact on the sense of place that is community. The laws have evolved to allow the

individual sale of ADUs on residential parcels, there are examples established non-profits for the furthering of affordable housing for seniors through ADU occupations, and plenty of jurisdictions have used them as a tool for RHNA compliance furthering the goal of affordable housing through incentivizing their construction as a contributing low income housing factor.

There are many home owners in town who would like to move into an ADU on their property and rent their main home, or downsize and move into an ADU on another parcel, or build an ADU for local consumption. St Helena is doing a poor job of encouraging their construction and providing pathways. The current state law requires municipalities to provide pre approved plan sets for ADU's. Rather than using this as a tool St Helena simply hired an outside consulting firm to provide a [web link](#) in affiliation with the town, there are no site built options and the pre-fab plans are very poor quality and in the end prohibitively expensive. Checking a box is not enough. [Here](#) is a better example that incentivizes low income units by waving permit fees and providing multiple plan sets in several styles drawn by the city, and provides a pathway for quality submittals. It's a simple elegant creative solution, isn't that nice.

The planning & building director for the city of Piedmont (population 10,816) does not make more money than our planning director.

Here's a path:

- Create a policy to incentivize creation of ADUs. Wave fees for committed low income rentals, and partner with a non profit like Our Town to advance housing stock through ADUs without the timeline and cost commitment of large developments.

- Create a data base of interested homeowners to see what potential there is. Through outreach find or create a non profit to help connect citizens in need of ADUs with the right resources and those interested in needing units (employers in town, CIA, etc.). Through outreach in the community find pathways for potential help with funding of construction.

- Engage local architects and pay them to create official plans for the city ADU inventory set of options. Have an agreement in place that signs over licensing rights so they become property of the city, or provide a streamlined pathway for connecting interested parties with the firms to further streamline site placement and any needed guidance. (this is not a pathway to income for my firm, we recuse ourselves from contributing)

- Eliminate requirement of separate meters and hook-up fees. Most electrical and all sewer is in the streets in St Helena. Every time a new hook up is required it destroys sidewalks and pavement while at the same time we are trying to improve our poor quality pave scape. The state does not require new hook-ups, we need to stop.

-Eliminate on site parking requirements. Previous staff interpreted access to transit as uniformly available in St Helena due the Vine. Many ADU's were passed under this interpretation of the code, it's my understanding that the current staff interpretation does not allow for this. This is a big problem for many reasons.

Stop creating hurdles. There is no benefit.

Ask staff how many ADU's have been permitted since the start of the current RHNA period. Ask how many are in process. Then take that number and multiply based on the recent ADU laws that have further streamlined permitting and adoption. Immediately you have increased your numbers with a significant contribution.

Please see the attached references, please browse them, they are interesting and informative in many ways.....

HIP housing non-profit. Includes language for Atherton and Hillsborough ADU match program:



Piedmont ADU Memorandum:

RHNA ADU pathway:

Article on how Atherton is using ADU's for RHNA contribution:



Simple language from Los Gatos website regarding use of ADU's for RHNA:

Can accessory dwelling units (ADU's) be credited toward RHNA?

Yes, ADUs can be credited toward RHNA. An ADU is an accessory dwelling unit can either be part of or attached to an existing residence, or it can be freestanding (detached) from an existing residence. Given their smaller size, ADUs tend to offer a more affordable housing option. The City's website has additional information on [ADUs](#).

The State-recommended approach for crediting ADUs toward RHNA is to use an annual average of ADU building permits and project that average over the 8-year planning period (2023-2031). ABAG provides additional guidance on how to utilize ADUs to satisfy RHNA, including recommendations on how to project ADUs and estimate affordability levels. See [ABAG's technical guidance memo](#).

Sincerely,

Joshua Parke
Design Principal | PARKE
C 707.312.0346

CONFIDENTIALITY NOTICE: This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.

City of Piedmont
CALIFORNIA



MEMORANDUM

DATE: August 14, 2023

TO: Planning Commission

FROM: Kevin Jackson, Planning & Building Director
Pierce Macdonald, Senior Planner

SUBJECT: Public Hearing on Draft Amendments to City Code and Piedmont Design Guidelines to Implement New ADU Incentives Program and New Objective Design Standards (recommended CEQA action: exempt under Public Resources Code section 21080.17, CEQA Guidelines sections 15282(h), 15301 and 15303)

AGENDA ITEM NUMBER 4

RECOMMENDATION:

1. Find that the proposed amendments to the Piedmont Municipal Code and the revisions to the City's Design Guidelines are exempt from the California Environmental Quality Act (CEQA).
2. Approve the attached Resolution recommending that the City Council adopt an Ordinance adding division 17.67 to Chapter 17 of the Piedmont Municipal Code for Ministerial Design Review Permits; amending Division 17.38 and Section 17.64.020 pertaining to Accessory Dwelling Units and Junior Accessory Dwelling Units, and adding provisions for the use of Pre-approved Plans; and amending Piedmont Municipal Code sections 17.02.010, 17.32.020, 17.34.020, 17.36.030, 17.36.040, 17.42.040, 17.46.080, 17.50.020, 17.62.030, 17.64.030, 17.66.010, 17.66.020, 17.66.040, 17.66.060, 17.78.040, 17.90.010, and 17.90.020 to update references to Piedmont's Design Guidelines and Standards and clarify application requirements.
3. Approve the attached Resolution recommending that the City Council adopt amendments to the Piedmont Design Guidelines, including re-naming the document to "City of Piedmont Design Standards and Guidelines," and establishing objective design standards for multifamily development and mixed-use development and pre-approved plans for ADUs.

EXECUTIVE SUMMARY:

In 2020, the City received grant funds under SB 2, which funds must be used for implementation plans and process improvements that streamline housing approvals and accelerate housing production (SB 2 programs). Accordingly, staff is bringing forward proposed amendments to the Piedmont Municipal Code, which incentivize production of ADUs that can be offered at affordable rents to very low-income renters, and which streamline review of multifamily housing developments and mixed-use developments, which are often the most affordable housing types.

Staff is also bringing forward amendments to the Piedmont Design Guidelines to support the ADU program, establish standards for streamlined review of multifamily development and mixed-use development, and to ensure projects that require ministerial approval under State law meet the City's requirements.

The policy research and analysis completed for the SB 2 programs were incorporated into the Piedmont 6th Cycle Housing Element policies and programs and presented at public events in support of the 6th Cycle Housing Element. The Piedmont 6th Cycle Housing Element was adopted by the City Council on March 20, 2023. This item was last presented at a public meeting of the Planning Commission on July 10, 2023. The staff reports for the July 10, 2023 Planning Commission meeting are included as Attachments H and I to this staff report.

BACKGROUND:

In 2019, the Piedmont City Council authorized staff to pursue, enter into, and execute an SB 2 grant agreement to develop new fair housing programs, including new ADU incentives and objective design standards for multifamily development and mixed-use commercial and residential development. On August 17, 2020, the City Council approved a contract with Lisa Wise Consulting (LWC) to prepare the draft SB 2 programs. City staff published the first draft of new Piedmont affordable ADU incentives and multifamily objective design standards on October 19, 2021. Detailed background on the legal basis, robust public engagement, guiding principles, review by the Housing Advisory Committee, and information about the development of the SB 2 programs is provided in the staff reports prepared for the June 12 and July 10 Planning Commission meetings (included as Attachment G and Attachments H and I, respectively).

ANALYSIS:

Proposed Changes to Chapter 17 of the Piedmont Municipal Code

1. City Approved ADU Plans. After a robust public engagement process, the City's housing team have developed Planning permit-ready designs for a variety of ADU solutions appropriate to Piedmont's landscape and setting. This program reduces the cost to an applicant to prepare architectural floor plans and elevations for a Planning permit as an incentive to create a rent-restricted ADU. The draft resolution (Attachment A) recommends City Council adoption of proposed amendments to the City Code to establish a new City Code section 17.38.075 for a voluntary ADU incentive program.

The proposed amendments related to ADU incentives allow the Planning & Building Director or his/her designee to authorize the use of ADU floor plans and elevations, pre-approved by the City Council for very low income households, so long as the location and design of the unit meet the normal requirements for ADUs required by section 17.38.060, the roofing material and exterior siding material of the proposed unit are the same as that of the primary residence, and the applicant's plans are the same as those approved by the City Council with only a 3 percent variation or less in any one dimension.

When approval of the Planning Division's ADU permit is granted, the applicant must provide a covenant requiring a rent level affordable to households of very low income (50 percent of the area median income or less), for a period of 10 years, beginning either: (a) on the date of recordation or date of final building inspection, whichever is later; or (b) according to the terms of the

conditions of approval for a recorded declaration. This staff report recommends that the City Council-approved ADU plans be added as a new Appendix A to the Piedmont Design Standards and Guidelines.

2. Revising Definitions of ADU and JADU. The proposed draft resolution (Attachment A) recommends City Council adoption of amendments to the existing definitions of *accessory dwelling unit* and *junior accessory dwelling unit* to align with State law. A redlined version of the City Code changes is provided as Attachment C.

3. Amending Division 17.66 to clarify review authority and procedures. The proposed amendments related to division 17.66 (Attachment A) would update references to the Piedmont Design Standards and Guidelines, and clarify the role of the Director to provide guidance to applicants on the types of design review applications, and to review and approve applications for ministerial design review pursuant to State law. These amendments refer applicants to a proposed new division 17.67, described below.

4. Adding New Division 17.67 for Ministerial Design Review. The draft resolution (Attachment A) recommends City Council adoption of an amendment to the Chapter 17 of the City Code to create a new division 17.67, entitled Ministerial Design Review. Pursuant to State law and SB 35, a residential or mixed-use development application that meets the eligibility criteria specified in the law must be ministerially reviewed and approved without a public hearing, neighbor comments, or CEQA review. However, under State law, the City is authorized to impose objective design standards on such projects. The proposed code amendments establish that Piedmont's objective standards, which the Planning Commission is also being asked to consider, apply to SB 35 ministerial projects.

The proposed new division 17.67 in Attachment A includes the following sections: Intent, Implementation, Permit required, Approval authority, Procedure ("Procedure: Application; Notice; Decision; Effective date; Decision by Director is final"), and Standards; Findings. The new division 17.67 would not apply to improvements that are not eligible for streamlined review under State law. Improvements such as remodeling of existing residences will continue to require a discretionary design review process subject to public hearing, neighbor comments, and CEQA review. In addition, the proposed division 17.67 allows an applicant to voluntarily seek discretionary review under division 17.66 if the applicant chooses discretionary review.

As proposed, the Planning & Building Director would apply division 17.67 in concert with City Code regulations and new objective standards to review applications eligible for SB 35 streamlined review. The determination of whether a proposed project complies with objective standards will be made by the Director. This agenda item also includes proposed amendments to the City of Piedmont Design Guidelines to establish new objective design standards for multifamily development and mixed-use commercial and residential development.

5. Amendments for Internal Consistency. The proposed amendments to the Piedmont Municipal Code (Attachment A) include changes to update the title of the City of Piedmont Design Standards and Guidelines and make necessary corresponding revisions to sections 17.02.010, 17.32.020, 17.34.020, 17.36.030, 17.36.040, 17.42.040, 17.46.080, 17.50.020, 17.62.030, 17.64.030, 17.66.010, 17.66.020, 17.66.040, 17.66.060, 17.78.040, 17.90.010, and 17.90.020 to update references to Piedmont's Design Guidelines and Standards throughout Chapter 17.

Proposed Revisions to the Piedmont Design Standards and Guidelines

1. Change Title to Read Piedmont Design Standards and Guidelines. The draft resolution (Attachment B) recommends City Council adoption of amendments to the Piedmont Design Guidelines (current title) to change the title of the document on the cover and throughout the text, photographs, and diagrams. The new title of the document will read, “The City of Piedmont Design Standards and Guidelines,” which more accurately reflects the purpose and contents of the document.

2. City approved Plans for Rent-restricted ADUs and JADUs. The draft resolution (Attachment B) recommends City Council adoption of amendments to insert a new ADU incentive program into Division 5.03 of Chapter 5 of the Design Standards and Guidelines, entitled Building Design: Single-Family, Accessory Dwelling Units. A new section 5.03.05 will be added to the document to support the use of the pre-approved plans for the production of rent-restricted housing. The City approved ADU floor plans and elevations will be inserted as Appendix A. As prepared, the Director may authorize an applicant’s use of the pre-approved ADU designs so that an applicant can submit them, along with a detailed site plan, to Piedmont’s Planning division staff for issuance of a Planning ADU permit. The ADU designs must then be further developed with items, including engineering plans, Title 24 compliance, and construction details, and then submitted to Piedmont’s Building division for formal review and issuance of a building permit.

3. Ministerial Design Review for Multifamily Development in Chapter 6. The draft resolution (Attachment B) recommends City Council adoption of amendments to Chapter 6. Building Design: Multi-family of the Piedmont Design Standards and Guidelines to establish the purpose and implementation of the objective design standards for multifamily housing development. Following an introduction, the draft resolution recommends City Council adoption of a range of measurable standards for building envelope design, building design, site design, and terms for multifamily development.

4. Ministerial Design Review and Objective Design Standards for Mixed-Use Development in Chapter 7. The draft resolution (Attachment B) recommends City Council adoption of amendments to Chapter 7. Building Design: Mixed-Use of the Piedmont Design Standards and Guidelines to establish the purpose and implementation of the objective design standards for mixed-use commercial and residential housing development. Following an introduction, the draft resolution recommends City Council adoption of a range of measurable standards for building envelope design, building design, site design, parking, and terms for mixed-use commercial and residential development.

5. Revisions for Internal Consistency. The draft resolution (Attachment B) recommends City Council adoption of general revisions to the City of Piedmont Design Standards and Guidelines to make Chapter 1. Introduction and Chapter 2. The Design Review Process internally consistent with the amendments described above.

Public Comments

Public comments about community values, design elements, and architectural styles directly informed the draft ADU incentives program and objective design standards for multifamily

development and mixed-use commercial and residential development, as described in the staff reports prepared for the June 12 and July 10, 2023 Planning Commission meetings (Attachment G and Attachments H and I, respectively). All of the public comments received by staff are included in this staff report as Attachment D.

CONSISTENCY WITH THE GENERAL PLAN:

ADU Incentives Programs in the Piedmont 6th Cycle Housing Element

Policies, including 3.1: Rent-restricted ADUs, 3.2: Occupancy of Permitted ADUs, and 3.3: Legalization of ADUs, and implementing programs in the 6th Cycle Housing Element (Attachment E) of the Piedmont General Plan were developed with SB 2 funding. These policies and programs were adopted by City Council on March 20, 2023, and are consistent with the proposed amendments to the City Code and Design Standards and Guidelines:

- Program 1.C Public Engagement for ADUs
- Program 1.S ADU Compliance
- Program 3.A Affordable ADU Public Information Campaign
- Program 3.C Monitoring ADU Missed Opportunities
- Program 3.D Monitoring ADU Development Opportunities
- Program 3.E Affordable Housing Fund
- Program 3.F Incentives for Rent-Restricted ADUs
- Program 5.H Housing for Extremely Low-Income Individuals and Households
- Program 5.I Housing for Extremely Low-Income Families

Permit Streamlining and Objective Standards in the 6th Cycle Housing Element

The following policies and programs in the Piedmont 6th Cycle Housing Element (Attachment E) were developed with SB 2 funding as part of the development of objective design standards. These policies and programs were adopted by City Council on March 20, 2023, and are consistent with the proposed amendments to the City Code and Design Standards and Guidelines:

- Policy 4.2 Planning and Building Standards
- Policy 4.3 Expeditious Permitting
- Policy 4.4 Updating Standards and Codes
- Program 4.R Permit Streamlining

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

City staff reviewed the proposed changes to Chapter 17 of the Piedmont Municipal Code and to the Design Standards and Guidelines for compliance with the California Environmental Quality Act (CEQA), as well as policies and programs in the City of Piedmont General Plan that reduce the potential for adverse impacts from development within the context of Piedmont's natural and built environment. City staff considered the programs pursuant to the CEQA Guidelines, including review of the following potential impacts:

1. **Aesthetic Considerations:** The Zoning Ordinance and General Plan policies and programs protect aesthetics, and account for protection of scenic vistas. The amendments to implement the SB 2 programs do not change or increase the development potential permitted in the zoning ordinance of any property in Piedmont. Neither the ADU incentives program nor the multifamily objective design standards (MODS) change the City regulations for residential densities, floor area ratios, heights, minimum setbacks, lot coverage, or parking standards for any zoning district. Piedmont is a developed and urbanized area, there is no designated state scenic highway within the City limits, and no part of Piedmont is visible from vehicles on a state scenic highway. The ADU incentives and MODS require exterior lighting to be fully shielded and directed downward onto the building façade and onto paving of entrance areas, and prohibits floodlights. Sites with recognized historic resources on the National Register of Historic Places, the California Register of Historic Resources, or a local register approved by the City Council are not eligible for redevelopment under the MODS program. For the foregoing reasons, there is no possibility of a significant impact on aesthetics.

2. **Climate Change and Sustainability:** Neither the ADU incentives nor the MODS in the SB 2 programs change or increase the development potential permitted in the zoning ordinance of any property in Piedmont. The ADU pre-approved plans call for electrical cooking appliances and heating systems. The MODS do not change the City regulations for clean energy, residential densities, floor area ratios, heights, minimum setbacks, lot coverage, or parking standards for any zoning district. Emissions would be no greater than those generated from buildings meeting the existing Piedmont Design Guidelines. The MODS section D., subsection 6., Energy Efficiency, reinforce Piedmont City Code Chapter 8., Building, Construction, & Fire Protection, and the Piedmont Reach Codes, sections 8.02.070 and 8.02.080. Furthermore, MODS section D., Site Design, subsection 7., provides procedures to implement shared parking reductions and implement transportation control measures and transportation demand management (TDM) to reduce future emissions from passenger vehicles and light trucks, consistent with the Piedmont Transportation Element, Piedmont Safer Streets plan, and the Piedmont Climate Action Plan 2.0. There is no possibility of a significant impact.

3. **Transportation:** General Plan policies and programs protect the City transportation system. The ADU incentives program would construct a small structure adjacent to an existing or proposed residence(s). The Piedmont MODS section B., Building Design, subsection 7., Parking and Driveway Design, support City policies to carefully plan for complete streets, pedestrians, transit, and bicycles, and MODS section D., Site Design, subsection 7., provides procedures to implement shared parking reductions and implement transportation control measures and transportation demand management (TDM) to reduce emissions from passenger vehicles and light trucks, consistent with the Piedmont Transportation Element, Piedmont Safer Streets plan, and the Piedmont Climate Action Plan 2.0. The ADU incentives and Piedmont MODS in the SB 2 programs are consistent with CEQA Guidelines section 15064.3, subdivision (b) and metrics to determine the significance of transportation impacts using vehicle miles traveled (VMT). The MODS encourage a reduction in VMT by setting a framework for transportation demand management and shared parking reductions. Neither the ADU incentives nor MODS propose to change standards for the public right-of-way and do not change the adopted Piedmont Public Works Standard Details, which govern the design of roadways, sidewalks, intersections, utilities, signage, etc. Neither the ADU incentives nor the Piedmont MODS propose to

change standards for the public right-of-way related to emergency response. There is no possibility of a significant impact.

4. **Landslide and Seismic Stability.** Landslide and seismic hazards are present in most parts of Piedmont, and the Piedmont General Plan addresses the risk of development on hillside lots within a mile of active earthquake fault lines. According to the General Plan, no part of Piedmont is within a Special Study Zone, mapped by the State of California. The slope of many sites in Piedmont is 20% or more. The Piedmont General Plan anticipates construction on slopes of 20% or more and requires geotechnical reports at the time of issuance of a building permit. The extent, size, and degree of grading proposed by the SB 2 programs are anticipated by the Piedmont General Plan Environmental Hazards Element. There is no possibility of a significant impact.
5. **Roadway Impacts.** Construction under the SB 2 programs could include the construction of retaining walls and imported soil and materials. Truck traffic related to construction can include 300 trips or more into and out of Piedmont during the course of grading. This amount of truck traffic related to grading is anticipated by Piedmont General Plan policies, programs, and actions, subject to a detailed construction management plan, including coordination with emergency response personnel. A standard condition of approval placed on design review permit applications requires a construction management plan, construction completion schedule, City facilities deposit, security deposit, and route maps to address construction traffic. There is no possibility of a significant impact.
6. **Construction Noise Impacts.** Construction in Piedmont is associated with noise from trucks, drilling, pile driving, jackhammering, voices, saws, and hammering. This noise can exceed 70 dBA per occurrence. The Piedmont Noise Element (included in Environmental Hazards Element) anticipates these noise impacts from construction. The General Plan notes that construction noise is limited by the Piedmont Municipal Code which prohibits construction noise between 6:00 p.m. and 8:00 a.m., extending to 6:00 p.m. to 9:00 a.m. on Sundays. A standard condition of approval of a design review permit requires that the applicant prepare a construction management plan and construction completion schedule specific to the project scope prior to issuance of a building permit. There is no possibility of a significant impact. For a large project, an acoustical study with noise reduction measures is required consistent with Noise Element Action 22.B. General Plan Action 22.B. states,

“Acoustical Study Requirements - On an ongoing basis, require acoustical studies for projects which could potentially elevate noise levels above the “normally acceptable” limits specified in Table 6.4, or introduce noise-sensitive uses in areas where the existing noise levels presently exceed the normally acceptable levels described in Table 6.4. Such analyses should be prepared by a qualified acoustical consultant and should include sufficient sampling data to adequately describe existing and future conditions.”
7. **Biological Resources and Urban Forest.** The Piedmont City Code does not have an implementing ordinance for the removal of trees on private property. A number, type, and degree of tree removals are anticipated by the Piedmont General Plan Natural Resources and Sustainability Element and Parks, Recreation and Open Space Element. A standard condition of approval requires compliance with a tree protection plan and measures to avoid construction impacts to remaining trees. Land in Piedmont consists of urbanized lots

and many lots are developed with residences, other buildings, and accessory structures. Piedmont is surrounded on all sides by developed and urbanized land in the City of Oakland. All of Piedmont is connected to existing roadway systems and public utilities. Sites in Piedmont are unlikely to provide significant habitat value for special status species as defined by the California Department of Fish and Wildlife or the U.S. Department of Fish and Wildlife. There is no possibility of a significant impact.

The adoption of the amendments to the City Code and Piedmont Design Standards and Guidelines for a new incentive program for rent-restricted Accessory Dwelling Units are exempt from the California Environmental Quality Act (CEQA) because: (1) pre-approved architectural plans for ADUs are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h) which exempts adoption of ordinances to implement Government Code section 65852.2 regarding accessory dwelling units, and (2) exempt pursuant to CEQA Guidelines, 14 Cal. Code of Regs. sections 15301(e) and 15303(a) because the amendments address the construction of accessory dwelling units and junior accessory dwelling units.

Also, starting in 2021, City staff focused the scope of the Multifamily Objective Design Standards (MODS program) on exterior design elements, such as exterior materials, roof forms, windows, doors, and building features. The proposed MODS program does not change the underlying development potential of property in any zone in Piedmont. The amendments to the City Code and Piedmont Design Guidelines to change the title of the Design Guidelines document and to implement objective design standards for multifamily development and mixed-use commercial and residential development are not subject to the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that the adoption of Multifamily Objective Design Standards may have a significant effect on the environment. (Public Resources Code section 21065; CEQA Guidelines, 14 Cal. Code of Regs. Sections 15061(b)(3), 15378.) Further, these amendments are exempt under CEQA Guidelines, 14 Cal. Code of Regs. Section 15301 and 15303 for existing facilities and the construction or conversion of small structures.

Exceptions to the Exemptions. Categorical exemptions are typically not applicable to projects which may have significant environmental impacts. The exceptions are listed in section 15300.2 of the CEQA Guidelines. These exceptions typically apply for particular locations (Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located); where there is a cumulative impact (exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant); where there are unusual circumstances (exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances); for scenic highways; for hazardous waste sites; or for historical resources (exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource). The proposed SB 2 program does not present any unusual exceptions. As outlined above, City staff have identified no substantial evidence that the project falls within any of the exceptions listed in section 15300.2 of the CEQA Guidelines.

CONCLUSION:

The supply of new townhouses and apartments through the production of ADUs, multifamily development, and mixed-use development is critical to meeting the City's fair housing goals. The

extension of the SB 2 grant deadline for completion of the new ADU incentives program and objective design standards program, made possible by the State of California 2022 Budget Act, gave the City the opportunity to include programs to support new affordable ADUs and permit streamlining policies in the 6th Cycle Housing Element, adopted by City Council on March 20, 2023. The Planning Commission is being asked to review the draft resolutions prepared by staff, the staff report, agenda materials, and community member feedback and to make recommendations to the City Council. The City Council is scheduled to hold a public hearing on the proposed amendments on September 5, 2023.

ATTACHMENTS:

A	Pages 10-25	Draft Resolution Recommending Adoption of Amendments to City of Piedmont Municipal Code
B	Pages 26-75	Draft Resolution Recommending Adoption of Amendments to The City of Piedmont Design Guidelines
C	Separate	Redline Version of City Code Amendments
D	Pages 76 - 105	Public Comment
E	Online	6th Cycle Housing Element
F	Online	Planning Commission Staff Report for June 12, 2023
G	Online	Planning Commission Meeting Minutes for June 12, 2023
H	Online	Planning Commission Staff Report for MODS for July 10, 2023
I	Online	Planning Commission Staff Report for ADU Incentives for July 10, 2023

RESOLUTION No. _____

**A RESOLUTION OF
THE PLANNING COMMISSION OF THE CITY OF PIEDMONT
RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE ADDING
DIVISION 17.67 TO CHAPTER 17 OF THE PIEDMONT MUNICIPAL CODE FOR
MINISTERIAL DESIGN REVIEW PERMITS; AMENDING DIVISION 17.38 AND
SECTION 17.64.020, PERTAINING TO ACCESSORY DWELLING UNITS AND
JUNIOR ACCESSORY DWELLING UNITS, AND ADDING PROVISIONS FOR THE
USE OF PREAPPROVED PLANS; AND AMENDING PIEDMONT MUNICIPAL CODE
SECTIONS 17.02.010, 17.32.020, 17.34.020, 17.36.030, 17.36.040, 17.42.040, 17.46.080,
17.50.020, 17.62.030, 17.64.030, 17.66.010, 17.66.020, 17.66.040, 17.66.060, 17.78.040,
17.90.010, AND 17.90.020 TO UPDATE REFERENCES TO PIEDMONT'S
DESIGN GUIDELINES AND STANDARDS**

WHEREAS, to comply with State housing element law, the City Council adopted the 2023-2031 6th Cycle Housing Element (the 6th Cycle Housing Element) on March 20, 2023; and

WHEREAS, the 6th Cycle Housing Element complies with State law, accommodates the RHNA, affirmatively furthers fair housing, and facilitates and encourages a variety of housing types for households of all income levels, including accessory dwelling units (ADUs) and multifamily housing (Gov. Code Sections 65583.2 and 65583(c)); and

WHEREAS, the 6th Cycle Housing Element includes multiple policies and programs to facilitate the development of accessory dwelling units (ADUs), including policies 3.1: Rent-restricted ADUs, 3.2: Occupancy of Permitted ADUs, and 3.3: Legalization of ADUs, and programs 1.C: Public Engagement for ADUs, 1.S: ADU Compliance, 3.A: Affordable ADU Public Information Campaign, 3.C: Monitoring ADU Missed Opportunities, 3.D: Monitoring ADU Development Opportunities, 3.E: Affordable Housing Fund, 3.F: Incentives for Rent-Restricted ADUs, 5.H: Housing for Extremely Low-Income Individuals and Households, and 5.I: Housing for Extremely Low-Income Families, which support the construction of ADUs to provide housing affordable to households with a range of income levels; and

WHEREAS, the 6th Cycle Housing Element includes multiple policies and programs to facilitate ministerial review of the development of multifamily housing for households of all income levels, including policies 4.2: Planning and Building Standards, 4.3: Expeditious Permitting, and 4.4: Updating Standards and Codes, and program 4.R: Permit Streamlining, which support objective design standards for multifamily and mixed-use commercial and residential development consistent with State law; and

WHEREAS, the City conducted extensive community outreach in support of the Housing Element update process over the last 22 months with an innovative and robust public engagement process, including two community workshops, five City Council meetings, 20 Planning Commission meetings, two meetings of the Housing Advisory Committee, a meeting of the Recreation Commission, a meeting of the Park Commission, two online forums, two open houses, and tables at community events, as well as online engagement tools, regular news stories in local media,

email newsletters to over 4,000 email subscribers, emails to the School District employees and City employees, correspondence with Piedmont religious institutions, meetings with property owners in Zones A, B, C, and D, citywide streetlight banners announcing the Housing Element website, and posters at local businesses; and

WHEREAS, the Piedmont City Council adopted guiding principles for new fair housing programs on June 21, 2021, including principles to support equitable distribution of affordable units across the City, promote and enhance community design and neighborhoods, remove barriers to development and access to housing through clear and objective standards, facilitate the development of new housing units through strategic partnerships between the City and the broader community, and greater social equity; and

WHEREAS, the proposed Multifamily Objective Design Standards and proposed ADU Incentives programs were presented and discussed at a virtual community workshop on October 21, 2021, and at the Housing Advisory Committee meeting held on March 15, 2022; and

WHEREAS, the Piedmont Planning Commission held regular meetings on October 10, 2022, June 12, 2023, and July 10, 2023, during which City staff provided information and updates on the proposed Multifamily Objective Design Standards (MODS), and during which members of the public had the opportunity to comment on the proposed MODS; and

WHEREAS, proposed ADU incentives and incentive programs were presented and discussed at a public meeting held by the Planning Commission on July 10, 2023, during which members of the public had the opportunity to comment on the proposed ADU incentives; and

WHEREAS, the draft amendments to the Piedmont Design Guidelines for a new incentive program for a rent-restricted ADUs and for the objective design standards for multifamily development and mixed-use commercial and residential development, were published for public review on July 3, 2023, and have been available for public comment for approximately 40 days; and

WHEREAS, the Planning Commission has held a noticed public hearing on the proposed revisions to City Code Chapter 17 on August 14, 2023, consistent with Government Code sections 65854 and 65855 and existing City Code section 17.36; and

WHEREAS, evidence provided in the August 14, 2023, staff report to the Planning Commission demonstrates that the adoption of the proposed revisions to City Code Chapter 17 are exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h), Public Resources Code section 21065; CEQA Guidelines, 14 Cal. Code of Regs. Sections 15061(b)(3), 15378; and CEQA Guidelines, 14 Cal. Code of Regs. Section 15301 and 15303, and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Piedmont does hereby resolve, declare, determine, and order, based on substantial evidence in the record, as follows:

SECTION 1. Recitals. The above recitals are correct and are incorporated into this Resolution as findings of the Planning Commission.

SECTION 2. Recommendation – revisions to Chapter 17. The Planning Commission recommends that the City Council adopt the revisions to Chapter 17, Planning and Land Use, as set forth in Exhibit A, attached.

SECTION 2. All portions of this resolution are severable. If an individual component of this Resolution is adjudged by a court to be invalid and unenforceable, then the remaining portions will continue in effect.

[END OF RESOLUTION]

ORDINANCE NO. ____ N.S.

AN ORDINANCE

ADDING DIVISION 17.67 TO CHAPTER 17 OF THE PIEDMONT MUNICIPAL CODE FOR MINISTERIAL DESIGN REVIEW PERMITS; AMENDING DIVISION 17.38 AND SECTION 17.64.020, PERTAINING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS, AND ADDING SECTION 17.38.075 FOR PROVISIONS FOR THE USE OF PREAPPROVED PLANS; AND AMENDING PIEDMONT MUNICIPAL CODE SECTIONS 17.02.010, 17.32.020, 17.34.020, 17.36.030, 17.36.040, 17.42.040, 17.46.080, 17.50.020, 17.62.030, 17.64.030, 17.66.010, 17.66.020, 17.66.040, 17.66.060, 17.78.040, 17.90.010, AND 17.90.020 TO UPDATE REFERENCES TO PIEDMONT'S DESIGN GUIDELINES AND STANDARDS AND MAKE OTHER CONFORMING REVISIONS

The City Council of the City of Piedmont hereby ordains as follows:

SECTION 1 – INTENT

It is the intent of the City Council of the City of Piedmont to adopt updated provisions in City Code Chapter 17 related to:

- The definitions of Accessory Dwelling Unit and Junior Accessory Dwelling Unit;
- Providing a new section 17.38.075 for an incentive and for allowing for the use of preapproved plans for Accessory Dwelling Units;
- The addition of a new division 17.67 Ministerial Design Review Permit and minor revisions to sections 17.62.030.E, 17.66.020, 17.66.040 to provide consistency with division 17.67; and
- Changing references to the City of Piedmont Design Guidelines, by updating the references to refer to the new title “City of Piedmont Design Standards and Guidelines.”

SECTION 2 – CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The proposed City Code amendments related to ADUs are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h) which exempts adoption of ordinances to implement Government Code section 65852.2 regarding accessory dwelling units (Public Resources Code section 21065; CEQA Guidelines, 14 Cal. Code of Regs. Sections 15061(b)(3), 15378.) and exempt pursuant to CEQA Guidelines, 14 Cal. Code of Regs. Section 15301 and 15303. In addition, the proposed revisions to Chapter 17 unrelated to Accessory Dwelling units are categorically exempt from CEQA because it can be seen with certainty that there is no possibility that the adoption of proposed amendments to Chapter 17 may have a significant effect on the environment (Public Resources Code section 21065; CEQA Guidelines, 14 Cal. Code of Regs. Sections 15061(b)(3), 15378.) and also exempt pursuant to CEQA Guidelines, 14 Cal. Code of Regs. Section 15301 and 15303.

SECTION 3 – AMENDMENT OF SUBSECTION 17.02.010.B.6

Subsection 17.02.010.B.6 of the City Code is amended to read in its entirety as follows:

“6. ensure excellence of architectural design, and compliance with the Piedmont Design Standards and Guidelines, as approved by the City Council and amended from time to time;”

SECTION 4 – AMENDMENT OF SUBSECTION 17.32.020.B

Subsection 17.32.020.B of the City Code is amended to read in its entirety as follows:

“B. Standards. A design review permit is not required, but a trash enclosure within a street setback will be reviewed at the planning counter for compliance with this chapter and the Piedmont Design Standards and Guidelines (Trash Enclosures). The enclosure must be:

1. located as far away from the street as possible;
2. as small as is necessary to enclose the carts;
3. as low in height as necessary to adequately screen the carts; and
4. designed in compliance with the Piedmont Design Standards and Guidelines.”

SECTION 5 – AMENDMENT OF SUBSECTION 17.34.020.C

Subsection 17.34.020.C of the City Code is amended to read in its entirety as follows:

“C. Contents. Plans must clearly set forth the areas and types of existing and proposed landscaping, and their relation to the structure(s) requiring the approval or permit. Landscaping must conform to Piedmont Design Standards and Guidelines as well as any state regulations, including the California Water Efficient Landscape Ordinance (23 Cal. Code of Regulations Division 2, Chapter 2.7).”

SECTION 6 – AMENDMENT OF SUBSECTION 17.36.030.B

Subsection 17.36.030.B of the City Code is amended to read in its entirety as follows:

“B. Exceptions.

1. City Buildings and Facilities. The Director of Public Works may approve the installation of a sign by the City on City-owned buildings and facilities located on City-owned property and within the public rights-of-way provided the sign conforms to the Piedmont Design Standards and Guidelines.
2. Sidewalks. A temporary freestanding sign no larger than four square feet on a side (excluding the frame) may be placed on a City sidewalk or curbside planting strip on Saturdays and Sundays between 12 p.m. and 5 p.m., as long as the sign does not impede pedestrian or vehicular traffic or otherwise constitute a safety hazard.
3. Piedmont Park and Veterans’ Memorial Building. A group or individual hosting a permitted event in Piedmont Park or at the Veterans’ Memorial Building may place up to two temporary freestanding signs no larger than four square feet on a side (excluding the frame) in Piedmont Park, on the adjacent curbside strips, or on the exterior of the Veterans’ Memorial Building during the permitted event and for a period not to exceed 2 hours before the start of the permitted event and 2 hours after the conclusion of the permitted event, as

long as the sign does not impede pedestrian or vehicular traffic or otherwise constitute a safety hazard.

4. Other public property. The Director of Public Works may issue a sign permit to display a sign in the following locations:

- a. Across Magnolia Avenue at the intersection of Highland Avenue and Magnolia Avenue.
- b. On the fence outside of the Piedmont Corporation Yard.
- c. On backstops or fences within or surrounding Coaches Field, Beach Playfield, Hampton Field, Vista Street tennis courts, the City pool, and other City-owned recreation facilities.

It is the City's intent that these locations constitute a non-public forum to promote community events benefiting residents and provide residents with information on non-partisan or noncommercial matters of general community interest. Signs in these locations will serve to notify citizens and visitors of upcoming events that are (i) City-sponsored, (ii) City co-sponsored, (iii) sponsored by any other local governmental or educational entity, (iv) sponsored by a local non-profit, or (v) sponsored by a local business. Signs in these locations must conform to the Piedmont Design Standards and Guidelines and the stated purpose of this division."

SECTION 7 – AMENDMENT OF SUBSECTION 17.36.040.C.2.b.vi

Subsection 17.36.040.C.2.b.vi of the City Code is amended to read in its entirety as follows:

"vi. The design of the sign is consistent with the City's General Plan and Piedmont Design Standards and Guidelines."

SECTION 8 – AMENDMENT OF SECTION 17.38.020 "DEFINITIONS"

a. The definition of Accessory Dwelling Unit in section 17.38.020 of the City Code is amended to read as follows: "*Accessory dwelling unit* means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit may also include (1) an efficiency unit, as defined in Health and Safety Code section 17958.1 and (2) a manufactured home as defined in Health and Safety Code section 18007. (Formerly called second dwelling unit. See section 17.38.030 for types of accessory dwelling units and permits.)"

b. The definition of Junior Accessory Dwelling Unit in section 17.38.020 of the City Code is amended to read as follows: "*Junior accessory dwelling unit* means a unit that is no more than 500 square feet in size and contained within a single-family residence, with a separate entrance. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure, but shall include an efficiency kitchen that provides for a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit."

SECTION 9 – AMENDMENT OF SUBSECTION 17.38.060.B.5

Subsection 17.38.060.B.5 of the City Code is amended to read in its entirety as follows:

“5. Design Criteria. The design of the structure(s) housing the proposed accessory dwelling unit must meet applicable objective design criteria in the Piedmont Design Standards and Guidelines and any additional design standards applicable to accessory dwelling units approved by City Council resolution.”

SECTION 10 – AMENDMENT OF SUBSECTION 17.38.060.B.6.a

Subsection 17.38.060.B.6.a of the City Code is amended to read in its entirety as follows:

“a. Parking. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the City shall not require the replacement of off-street parking spaces. (Gov't. Code §65852.2 (a)(1)(D)(xi).)”

SECTION 11 – AMENDMENT OF SUBSECTION 17.38.060.C.2.j

Subsection 17.38.060.C.2.j of the City Code is amended to read in its entirety as follows:

“j. An expansion to an accessory structure of up to one hundred fifty (150) square feet to accommodate ingress and egress for a proposed junior accessory dwelling unit must meet applicable design criteria in the Piedmont Design Standards and Guidelines.”

SECTION 12 – ADDITION OF SECTION 17.38.075

The City Code is amended to add Section 17.38.075 to read in its entirety as follows:

“17.38.075 Pre-approved Plans Incentive

A. The Director may authorize an applicant's use of floor plans and elevations, owned by the City of Piedmont and approved by the City Council, Appendix A of the Piedmont Design Standards and Guidelines, to obtain Planning Division approval of an Accessory Dwelling Unit Permit if all of the following findings are made:

- A. The design unit meets the requirements of section 17.38.060.
- B. The roofing material and exterior siding material of the proposed unit are the same as that of the primary residence.
- C. The plans are the same as those in Appendix A of the Piedmont Design Standards and Guidelines with only a 3 percent variation or less in any one dimension.

If the approval is granted, the applicant must agree to the imposition of a rent restrictions on the unit requiring that any rent for the unit be affordable to households of very low income, and the accessory dwelling unit shall be subject to all the requirements set forth below.

B. Additional requirements. If an accessory dwelling unit permit using City-owned plans in Appendix A of the Piedmont Design Standards and Guidelines is approved, it is subject to the following additional requirements.

1. Rent restriction.

- a. Declaration of rent restrictions. The accessory dwelling unit permit constructed using City-owned plans shall be subject to declaration of rent restrictions (in a form provided by the city), which shall be recorded in the county recorder's office, as a declaration of rent restrictions, and will remain in effect for ten years. The ten-year period of rent restriction begins either: (a) on the date of recordation or date of final building inspection, whichever is later; or (b) according to the terms of the recorded declaration.

If, after ten years, the termination of the recorded declaration is not automatic (by its terms), the city will record a document terminating the declaration of rent restrictions, upon the written request of the property owner.

- b. Affordable rent certification. An owner who has executed a declaration must submit to the city an accessory dwelling unit affordable rent certification: (i) on an annual basis, by each December 31 and as part of the annual city business license application and renewal; and (ii) upon any change in occupancy of the accessory dwelling unit. The accessory dwelling unit affordable rent certification must be on a form provided by the city and must specify whether or not the accessory dwelling unit is being occupied; the rent charged; the utilities that are included in the cost of rent; the household size of the accessory dwelling unit; the names and ages of the accessory dwelling unit occupants; the gross household income of the accessory dwelling unit household; and other information as determined appropriate by the city."

SECTION 13 – AMENDMENT OF SUBSECTION 17.42.040.D

Subsection 17.42.040.D of the City Code is amended to read in its entirety as follows:

"D. Exterior design modifications (e.g., window and door changes) necessary to meet the health and safety requirements of Chapter 8 Building, Construction & Fire Prevention of this Code conform to the standards of the City of Piedmont Design Standards and Guidelines."

SECTION 14 – AMENDMENT OF SUBSECTION 17.46.080.D.1.d

Subsection 17.46.080.D.1.d of the City Code is amended to read in its entirety as follows:

“d. The proposed design is consistent with the Piedmont Design Standards and Guidelines.”

SECTION 15 – AMENDMENT OF SUBSECTION 17.50.020.B.3.a

Subsection 17.50.020.B.3.a of the City Code is amended to read in its entirety as follows:

“a. such modifications comply with objective standards in the Piedmont Design Standards and Guidelines; and”

SECTION 16 – AMENDMENT OF SUBSECTION 17.62.030.B.2

Subsection 17.62.030.B.2 of the City Code is amended to read in its entirety as follows:

“2. Expedited design review by Director. The applicant for an expedited design review permit under section 17.66.040.B.3 may be required to notify adjacent neighbors as specified in the Design Standards and Guidelines or the application instructions.”

SECTION 17 – AMENDMENT OF SUBSECTION 17.62.030.E

Subsection 17.62.030.E of the City Code is amended to read in its entirety as follows:

“E. Schedule of notice requirements. Notice of an application will be given under this chapter as set forth in the following schedule:

		Notice by City at least 14 days before the hearing, measured from the project boundary. ²				
	Notice by applicant 30 days before hearing ¹	to adjacent property owners	to property owners within 100 feet	to property owners within 200 feet	to property owners within 300 feet	to property owners within 500 feet
Design review permit		Variable depending on application. See division 17.66.				
Ministerial design review		No public notice. See division 17.67.				
Variance						
Single (other than for height or floor area ratio)	X		X			
More than one, or for height or floor area ratio	X			X		
Signs	X ⁴		X			
Landscape plan	X ⁴		X ⁴			
Lot line adjustment						
Between two lots			X			
More than two lots					X	
Wireless communication facility permit	X ⁴		X			
Accessory Dwelling Unit Permit		No notice for an ADU permit application is permitted. See division 17.38.				

Negative declaration or Environmental Impact Report required	X ⁴				X	
Tract map or parcel map	X				X	
Conditional use permit, or modification						X
Reasonable accommodation ³			X			
Zoning Regulation Amendment	Publish notice in newspaper of general circulation within the City. ⁵					
Zoning Map Amendment	Publish notice in newspaper of general circulation within the City. ⁵					
Other applications		X				
Appeal, Call for Review	Subject to Section 17.78.030.A.					

¹ See section 17.62.030B.

² See section 17.62.030C.

³ Subject to section 17.76.040.

⁴ For an application considered by Planning Commission

⁵ Subject to section 17.62.030, subsections A and C.”

SECTION 18 – AMENDMENT OF SUBSECTION 17.64.020.A AND 17.64.020.B

Sections 17.64.020.A and 17.64.020.B of the City Code are amended to read in its entirety as follows:

“17.64.020 Term of approval.

A. General. An approved conditional use permit, design review permit, accessory dwelling unit permit or variance lapses one year after its date of final approval, or at an alternative time specified as a condition of approval, unless one of the following has occurred:

1. A building permit has been issued, substantial money expended, and construction diligently pursued; or
2. A final inspection has been issued; or
3. The conditional use is established in reliance on the approval.

An applicant is not allowed to proceed with construction if the approval has expired.

B. Administrative extension. The Director will grant one six-month extension for any permit or variance approval by the Planning Commission, City Council, or staff, upon written application by the property owner on a form provided by the Director, along with submission of the extension fee, prior to expiration of the original approval. The extension fee is the amount established by City Council resolution.”

SECTION 19 – AMENDMENT OF SUBSECTION 17.64.030.A.1

Subsection 17.64.030.A.1 of the City Code is amended to read in its entirety as follows:

“1. Achieve the general purposes of this chapter or the specific purposes of the zoning district in which the site is located, or to make it consistent with the general plan and Piedmont Design Standards and Guidelines;”

SECTION 20 – AMENDMENT OF SECTION 17.66.010

Section 17.66.010 of the City Code is amended to read in its entirety as follows:

“17.66.010 Intent.

Design review is intended to: promote orderly, attractive, safe and harmonious development; uphold the aesthetic values of the community; and ensure excellence of architectural design; all as set forth in the Piedmont Design Standards and Guidelines.”

SECTION 21 – AMENDMENT OF SECTION 17.66.020

Section 17.66.020 of the City Code is amended to read in its entirety as follows:

“17.66.020 Implementation.

A. Piedmont Design Standards and Guidelines. The City Council has adopted the Piedmont Design Standards and Guidelines that are available online and at city hall. The Standards and Guidelines are the criteria for the applicant and hearing body in determining whether a specific project conforms to section 17.66.060, Standards.

B. Director. The Director will prepare:

1. the permit application forms; and
2. public lists for guidance to applicants on which applications are subject to each type of design review.

SECTION 22 – AMENDMENT TO SECTION 17.66.040

Section 17.66.040 of the City Code is amended to read in its entirety as follows:

“17.66.040 Approval authority

A. Planning Commission.

1. Applicability. The Planning Commission has the responsibility to review a design review permit if the project is:

- a. part of an application for a variance or conditional use permit;
- b. is valued at \$125,000 or more (adjusted for inflation);

- c. a site feature greater than 7 feet high and located in a side or rear yard setback, or a site feature of any height located within a 20-foot street setback;
- d. a retaining wall greater than 30 inches in height located within a street yard setback or a fence of any height located within a street yard setback; or
- e. referred to the Planning Commission by the Director.

However, if any component of a project application requires final approval by the City Council, including a City project, the Planning Commission makes a recommendation and the Council is the final decision-making body. The Planning Commission shall not review any development application that is eligible for ministerial review under State law unless the applicant voluntarily requests discretionary review (See division 17.67).

2. Notice. If a project is subject to Planning Commission approval, the city will give notice:

- a. in the same manner required for the underlying application of which design review is a part; or
- b. to property owners within 100 feet of the property for a stand-alone design review permit application, including those for nonresidential signs under section 17.36.040.C.2 and landscape plans under section 17.34.020.A.2, except that design review permit applications for a new house shall require notice to property owners within 300 feet of the property. (See division 17.62. In some cases, the applicant provides the notice to other property owners.)

3. Standards. In reviewing an application for a design review permit, the Planning Commission will apply the standards set forth in section 17.66.060, Standards.

B. Director.

1. Applicability. The Director has the authority to approve a design review permit application if the project is not covered by the Planning Commission applicability threshold under subsection A.1 above. The Director may refer an application to the Planning Commission.

2. Notice. The city will give notice of a design review permit application to the adjacent property owners if the proposal represents a significant change. The Director determines what is a significant change. (See section 17.66.020 B.)

3. Expedited review. An application for a minor modification is entitled to expedited review. The Director determines what is a minor modification, and will maintain a list, available to the public. (See section 17.66.020 B.)

4. Ministerial design review permit application. Application for a ministerial design review permit, as provided in division 17.67, shall be reviewed and approved by the Director.

5. Standards. In reviewing an application for a design review permit, the Director will apply the standards set forth in section 17.66.060, Standards.

6. Changes.

a. Conditions of approval. Only the approving hearing body may approve a change to a condition of approval, unless the condition provides otherwise.

b. Plans. A change in the plans will be reviewed by the approving hearing body, except that the Director may approve a change to plans approved by the Planning Commission or City Council if the change does not meet the threshold applicability provisions for review by the Planning Commission (see section 17.66.040 A 1), or is a minor modification. (See section 17.66.020 B.)”

SECTION 23 – AMENDMENT OF SUBSECTION 17.66.060.A

Subsection 17.66.060.A of the City Code is amended to read in its entirety as follows:

“A. The proposed design is consistent with the City's General Plan and Piedmont Design Standards and Guidelines.”

SECTION 24 – ADDITION OF DIVISION 17.67

The City Code is amended to add division 17.67 as follows:

“DIVISION 17.67 MINISTERIAL DESIGN REVIEW PERMIT

Sections:

17.67.010	Intent
17.67.020	Implementation
17.67.030	Permit required
17.67.040	Approval authority
17.67.050	Procedure: Application; Notice; Decision; Decision of Director is final
17.67.060	Standards; Findings

17.67.010 Intent.

It is the intent of the City in establishing this ordinance to support equitable distribution of affordable housing units across the City; promote and enhance community design and neighborhoods; remove barriers to development and access to housing through clear and objective standards; and facilitate the development of new multifamily housing units.

17.67.020 Implementation.

A. Piedmont Design Standards and Guidelines. The City Council has adopted the Piedmont Design Standards and Guidelines that are available online and at city hall. The Piedmont

Design Standards and Guidelines are one of the criteria for the applicant and Director in determining whether a specific project conforms to section 17.67.060, Standards; Findings.

B. Director. The Director will prepare:

1. The permit application forms; and
2. Information to provide technical assistance to residents and applicants.

C. Voluntary discretionary review. Any applicant eligible for ministerial design review pursuant to section 17.67.030, may submit in writing to the Director a voluntary request to have the design review permit application considered according to the provisions of division 17.66 to receive discretionary design review for the applicant's development proposal.

17.67.030 Permit required.

A. Permit required. A ministerial design review permit is required for any development application which meets the eligibility criteria of Government Code section 65913.4, including a multifamily or mixed-use development application of four or more new housing units, and development applications consisting of two or more new housing units;

B. The building official will not issue a building permit under chapter 8 of the City of Piedmont City Code until the applicant has obtained the required ministerial design review permit. The city will not allow demolition pursuant to division 17.67 unless the applicant has approval of plans for a replacement structure pursuant to this chapter 17 and has obtained a building permit under chapter 8.

17.67.040 Approval authority.

A. Director.

1. Applicability. The Director has the authority to review and approve a ministerial design review permit application submitted pursuant to section 17.67.030, and any application to amend a previously approved ministerial design review permit, pursuant to State law.

2. Notice. No notice shall be provided for ministerial design review applications submitted pursuant to section 17.67.030.

3. Standards and Findings. In reviewing an application for a ministerial design review permit, the Director shall apply the standards set forth in section 17.67.060, Standards; Findings.

17.67.050 Procedures: Application; Notice and hearing; Decision; Effective date; Appeal

A. Application. An applicant for a ministerial design review permit must submit a complete application, accompanied by plans and materials in the form approved by the Director, and the application fee, which fee shall be established by resolution. The Director may waive in writing submission of items deemed unnecessary to determine compliance with this chapter. An application is considered complete in accordance with section 17.60.020.

- B. Notice and hearing. The Director shall review the ministerial design review permit application without notice or public hearing, unless otherwise required by State law.
- C. Decision. The Director shall notify the applicant of the decision in writing.
- D. Director's decision is final. Permits approved by the Director for ministerial design review permit applications are final.

17.67.060 Standards; Findings

The Director may not approve a ministerial design review permit unless the Director first finds that the design of the project conforms to all of the following standards:

- A. The proposed development meets the criteria of Government Code section 65913.4.
- B. The proposed development meets applicable design standards as provided in the Piedmont Design Standards and Guidelines, as they may be amended from time to time by the City Council.
- C. The proposed development complies with zoning ordinance regulations for the zone in which the project site is located."

SECTION 25 – AMENDMENT OF SUBSECTION 17.78.040.A.2.c

Subsection 17.78.040.A.2.c of the City Code is amended to read in its entirety as follows:

"c. there is a significant error in the application of the Piedmont Design Standards and Guidelines; or

SECTION 26 – AMENDMENT OF SECTION 17.90.010

a. The definition of Street in section 17.90.010 of the City Code is amended to read in its entirety as follows: "*Street* means a public vehicular roadway. It does not include a public alley, or a private roadway. (A list of streets is set forth in the Piedmont Design Standards and Guidelines.)"

b. The definition of Site Feature in section 17.90.010 of the City Code is amended to read in its entirety as follows: "*Site feature* means a subordinate structure that is intended to functionally or decoratively enhance a property and that is primarily used for recreation, decoration or as a utility feature. A list of site features is set forth in the Piedmont Design Standards and Guidelines. Site feature does not include an accessory structure, primary structure, or built feature listed in Building Code section 5.2.2 subsection 8.02.020.B."

SECTION 27 – AMENDMENT OF SECTION 17.90.020

The definition of Coverage in section 17.90.020 of the City Code is amended to read in its entirety as follows:

"*Coverage* means the percentage of the lot area that is covered. *Coverage* may refer either to (1) all structures and site features including their vertical projections to the ground except eaves,

sills, cornices, awnings that project three feet or less from the wall surface, (2) hardscape surfaces, or (3) to both, as may be specified in the context. (See Design Standards and Guidelines.)”

SECTION 28 - CONFLICTS

If a previous City Council ordinance or resolution is in conflict with this ordinance, that ordinance or resolution is superseded and the provisions of this ordinance prevail.

SECTION 29 – SEVERABILITY

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

SECTION 30 – CODIFICATION

The City Clerk is directed to codify this ordinance in a manner which reflects the legislative intent of the City Council

SECTION 31 – POSTING, EFFECTIVE DATE, AND SUBMISSION

This Ordinance shall be posted at City Hall after its second reading by the City Council for at least 30 days and shall become effective 30 days after the second reading. The City Clerk is directed to submit a copy of this ordinance to the Department of Housing and Community Development in the manner required by law.

[END OF ORDINANCE]

RESOLUTION No. _____

**A RESOLUTION OF
THE PLANNING COMMISSION OF THE CITY OF PIEDMONT
RECOMMENDING THAT THE CITY COUNCIL ADOPT AMENDMENTS TO
THE CITY OF PIEDMONT DESIGN GUIDELINES AND TO CHANGE ITS TITLE TO
THE CITY OF PIEDMONT DESIGN STANDARDS AND GUIDELINES**

WHEREAS, Division 17.66 and Division 17.67 of the Piedmont Municipal Code require a Design Review permit for most types of construction in Piedmont; and

WHEREAS, Division 17.38 of the Piedmont Municipal Code requires that an accessory dwelling unit or junior accessory dwelling unit comply with the Piedmont Design Guidelines; and

WHEREAS, the City Council initially adopted Design Guidelines in 1988 to provide criteria for the applicant and the appropriate hearing body to determine whether a specific project conforms to the City's design standards and achieves the purposes of the Piedmont Municipal Code; and

WHEREAS, the Piedmont Design Guidelines have been updated from time to time, most recently on February 18, 2020; and

WHEREAS, on September 16, 2019, the Piedmont City Council authorization the City Administrator to pursue, enter into, and execute a grant agreement under the State of California SB 2 Planning Grant program to develop new fair housing programs, including new accessory dwelling unit (ADU) incentives and objective design standards for the construction of multifamily development and mixed-use commercial and residential development (herein referred to as "SB 2 fair housing programs"); and

WHEREAS, the City will benefit from incentives for ADUs that are restricted to rents affordable to very-low-income households for a period of 10 years that are based on objective standards specific to the design of accessory dwelling units and junior accessory dwelling units in Piedmont in conformance with Government Code sections 65583(c)(7), 65852.2 and 65852.22; and

WHEREAS, the City will benefit from objective standards for ministerial review of multifamily development and mixed-use commercial and residential development, in compliance with State laws including Senate Bill 35 (Government Code section 65913.4); and

WHEREAS, the California Department of Housing and Community Development adopted Updated Streamlined Ministerial Approval Process Government Code Section 65913.4 Guidelines on March 30, 2021, which were originally issued on November 29, 2018, to provide technical assistance with implementation of Senate Bill 35; and

WHEREAS, the Piedmont City Council adopted guiding principles for the SB 2 fair housing programs on June 21, 2021, including principles to support equitable distribution of affordable units across the City, promote and enhance community design and neighborhoods,

remove barriers to development and access to housing through clear and objective standards, facilitate the development of new housing units through strategic partnerships between the City and the broader community, and greater social equity; and

WHEREAS, public input on the SB 2 fair housing program amendments, reports, and City Code changes, was solicited through a citywide survey, community workshops, open houses, and public hearings at the Planning Commission and City Council; and

WHEREAS, the SB 2 fair housing program amendments, reports, and City Code changes were prepared to satisfy State law, community input and preferences, and the SB 2 Planning Grant Program requirements; and

WHEREAS, the research and analysis prepared for the SB 2 fair housing programs were incorporated in the policies and programs of the Piedmont 6th Cycle Housing Element, adopted by the City Council on March 20, 2023; and

WHEREAS, the Piedmont 6th Cycle Housing Element includes policies 3.1: Rent-restricted ADUs, 3.2: Occupancy of Permitted ADUs, and 3.3: Legalization of ADUs, and programs 1.C: Public Engagement for ADUs, 1.S: ADU Compliance, 3.A: Affordable ADU Public Information Campaign, 3.C: Monitoring ADU Missed Opportunities, 3.D: Monitoring ADU Development Opportunities, 3.E: Affordable Housing Fund, 3.F: Incentives for Rent-Restricted ADUs, 5.H: Housing for Extremely Low-Income Individuals and Households, and 5.I: Housing for Extremely Low-Income Families, which support the construction of ADUs to provide housing affordable to households with a range of income levels; and

WHEREAS, the Piedmont 6th Cycle Housing Element includes policies 4.2: Planning and Building Standards, 4.3: Expeditious Permitting, and 4.4: Updating Standards and Codes, and program 4.R: Permit Streamlining, which support objective design standards for multifamily and mixed-use commercial and residential development consistent with State law; and

WHEREAS, the draft amendments to the Piedmont Design Guidelines for a new incentive program for a rent-restricted ADUs and for the objective design standards for multifamily development and mixed-use commercial and residential development, were published for public review on July 3, 2023, and have been available for public comment for approximately 40 days; and

WHEREAS, the Planning Commission convened a public hearing on the draft amendments to the Piedmont Design Guidelines on August 14, 2023, and provided an opportunity for public and Commissioner comments at that time; and

WHEREAS, the draft document has been revised to incorporate and respond to public comments; and

WHEREAS, City Council approval of the new Piedmont design standards for Accessory Dwelling Units, including Junior Accessory Dwelling Units, and for objective design standards for multifamily development and mixed-use commercial and residential development, is required before they become effective; and

NOW, THEREFORE, BE IT RESOLVED that, after reviewing the revised document, staff report, and all documents and public testimony received, the Planning Commission of the City of Piedmont does hereby resolve, declare, determine and order as follows:

SECTION 1. The Planning Commission finds as follows:

1. The proposed amendments for a new incentive program for rent-restricted ADUs (Exhibit A) are consistent with and will advance the goals, actions, policies, and programs of the Piedmont General Plan because the amendments are consistent with Housing Element goals, policies and programs, described herein;
2. The proposed amendments for a new incentive program for rent-restricted ADUs (Exhibit A) will support and improve the City's ability to promote orderly, attractive, safe, and harmonious development that upholds the aesthetic values of the community and ensures excellence of architectural design;
3. The proposed City-approved architectural plans for ADUs (Exhibit A) were developed with community input regarding design preferences;
4. The proposed amendments for objective design standards for multifamily development and mixed-use commercial and residential development (Exhibit A) are consistent with and will advance the goals, policies, actions, and programs of the General Plan because the amendments are consistent with Housing Element goals, policies, and programs, described herein;
5. The proposed amendments for objective design standards for multifamily development and mixed-use commercial and residential development (Exhibit A) will support and improve the City's ability to promote orderly, attractive, safe, and harmonious development that upholds the aesthetic values of the community and ensures excellence of architectural design; and
6. The proposed objective design standards for multifamily development and mixed-use commercial and residential development (Exhibit A) reflect community design preferences.

SECTION 2. The Planning Commission finds that evidence provided in the August 14, 2023 staff report demonstrates that the new incentive program for rent-restricted Accessory Dwelling Units are exempt from the California Environmental Quality Act (CEQA) because pre-approved architectural plans for ADUs are statutorily exempt from CEQA pursuant to Public Resources Code section 21080.17 and CEQA Guidelines section 15282(h) which exempts adoption of ordinances to implement Government Code section 65852.2 regarding accessory dwelling units, and exempt pursuant to CEQA Guidelines, 14 Cal. Code of Regs. sections 15301(e) and 15303(a) because the amendments address the construction of accessory dwelling units and junior accessory dwelling units.

SECTION 3. The Planning Commission finds that evidence provided in the August 14, 2023 staff report demonstrates that the adoption of these amendments to the Piedmont Design Guidelines to change the title of the document and to implement objective design standards for multifamily development and mixed-use commercial and residential development are exempt from the California Environmental Quality Act (CEQA) it can be seen with certainty that there is no possibility that the title change and adoption of Multifamily Objective Design Standards may have a significant effect on the environment. (Public Resources Code section 21065; CEQA Guidelines, 14 Cal. Code of Regs. Sections 15061(b)(3), 15378.). Further, these amendments are exempt under CEQA Guidelines, 14 Cal. Code of Regs. section 15301 and 15303.

SECTION 4. The amendments to the Piedmont Design Guidelines specific to ADUs and specific to objective design standards for multifamily development and mixed-use commercial and residential development, attached as Exhibit A, are recommended by the Planning Commission for adoption by the City Council.

SECTION 5. All portions of this resolution are severable. If an individual component of this Resolution is adjudged by a court to be invalid and unenforceable, then the remaining portions will continue in effect.

[END OF DOCUMENT]

Exhibit APart I.

The title and all references to the Piedmont Design Guidelines throughout the document shall be amended to read the **“The City of Piedmont Design Standards and Guidelines.”**

Part II.

Chapter 5. Building Design: Single-Family Residential is amended to add new section 5.03.05 entitled, “City Approved Plans for Rent-Restricted ADUs,” to division 5.03, as follows:

5.03.05 CITY APPROVED PLANS FOR RENT-RESTRICTED ADUs

California law and Health and Safety Code section 65583(c)(7) require cities, towns, and counties to develop a plan that incentivizes and promotes the creation of ADUs that can be offered at affordable rent to lower-income renters. Division 17.38.075 of the City Code establishes an incentive program to homeowners to use City approved plans consistent with this section of the Piedmont Design Standards and Guidelines.

The pre-approved plans, approved by the City Council and owned by the City of Piedmont, for the construction of a new detached ADUs and/or a JADU conversion can be found in Appendix A of the Piedmont Design Standards and Guidelines. The digital files will be shared with applicants according to this section.

The Director may authorize an applicant’s use of floor plans and elevations to obtain Planning Division approval of an Accessory Dwelling Unit Permit, if all of the following findings are made:

- A. The design unit meets the requirements of section 17.38.060.
- B. The roofing material and exterior siding material of the proposed unit are the same as that of the primary residence.
- C. The plans are the same as those in Appendix A of the Piedmont Design Standards and Guidelines with only a 3 percent variation or less in any one dimension.

If the approval is granted, the applicant must provide a covenant requiring a rent level affordable to households of very low income, and the accessory dwelling unit shall be subject to all the requirements set forth in City Code section 17.38.075.

Part III.

Chapter 6. Building Design: Multi-Family Residential is amended to add a new division 6.05, entitled, “6.05 Objective Design Standards – Multi-family,” as follows:

6.05 OBJECTIVE DESIGN STANDARDS – MULTI-FAMILY**DESIGN STANDARDS:**

Objective design standards, rather than discretionary standards, are mandated by State law. Their purpose is to streamline the review of multifamily and mixed-use housing, which is often a more affordable housing type than single-family houses, duplexes, and triplexes. If a development application is consistent with the objective design standards and meets other eligibility criteria, the City may be required by State law and City Code division 17.67 to approve the development application without a public hearing, neighbor comments, or CEQA review.

The objective design standards for multi-family development are provided on the following pages.

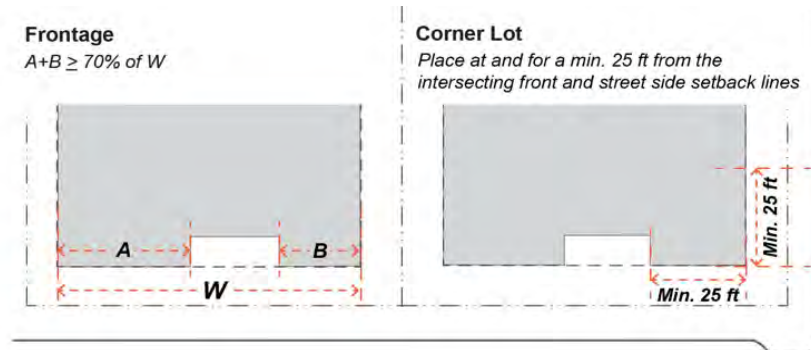
6.05.01 Objective Design Standards

Multi-family Residential Design Standards

A. Building Envelope Design.

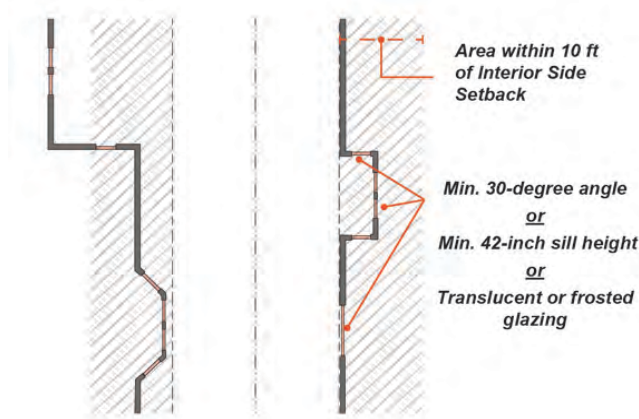
1. Building Placement.

- a. *Frontage.* A minimum 70% percent of ground-floor building frontage must be built at or within 18 inches of the front setback to create a continuous street wall.
- b. *Corner Lot.* At street corners, buildings must be placed at the street yard setback lines and for a minimum 25 feet distance from the intersecting front and street side setback lines.



2. **Building Massing Abutting Zone A.** Building façade planes facing and abutting properties in Zone A may not exceed 35 feet in width without a break a minimum 6 feet depth.
3. **Privacy.**
 - a. *Outdoor Habitable Space.* Balconies, decks, and other habitable outdoor spaces are not allowed on any upper-story facades on facing and abutting lots in Zone A.
 - b. *Balcony and Deck Placement.* Primary living spaces located along a side setback shall orient balconies and decks towards the front and rear of the building.
 - c. *Privacy and Window Placement.* Windows to primary living spaces within 10 feet of or facing a side setback or within 25 feet of and facing another unit on-site must:
 - i. Be angled away from the adjacent side setback line a minimum of 30 degree, measured from a line perpendicular to the side setback line;
 - ii. Have a minimum sill height of 42 inches from the finished floor; or

- iii. Use permanently translucent or “frosted” glazing.



B. Building Design.

1. Street-Facing Building Articulation and Façade Bays.

a. Vertical Articulation.

- i. Building facades up to 45 feet in length along a public right-of-way must incorporate one of the following:
 - (a) Window bays a minimum 2 feet in depth from building façade every 10 horizontal feet.
 - (b) Recesses a minimum 2 feet in depth from building façade every 10 horizontal feet.
 - (c) Porches or decks over a minimum of 25 percent of the façade.
- ii. When a building façade exceeds 45 feet in length along a public right-of-way, it must be separated into façade bays no greater than 30 feet in width defined by a recess a minimum of 2 feet in depth and at least one of the following strategies:
 - (a) Change in roof parapet height or shape of at least 6 feet.
 - (b) Change in roof form and type (e.g., flat pitch roof to gable).

-
- Change in parapet height
- Max. 30 ft
- Min. 2 ft
- Building façade > 45 ft*

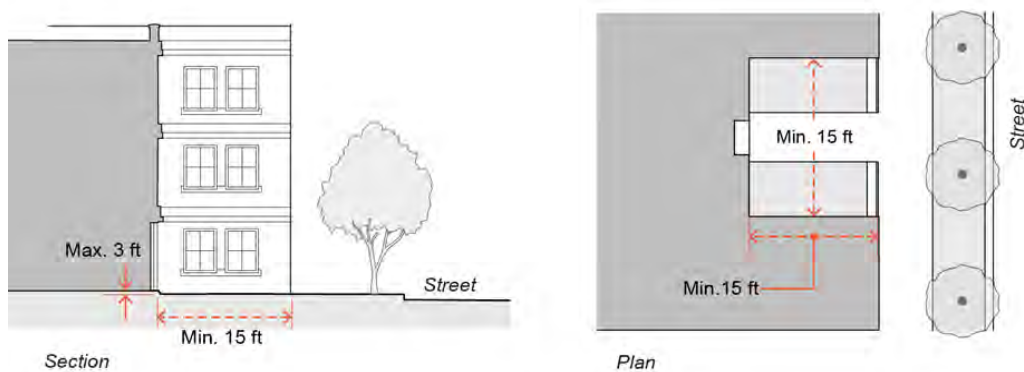
- ## 2. Roof Form and Design.

- a. *Allowed Roof Forms.* Roof forms shall be limited to:
 - i. Hipped
 - ii. Gable
 - iii. Dormers, which may not exceed 8 feet in length.
 - iv. Parapet and flat membrane roofing. Parapet segments may not exceed 25 feet in length without interruption in height or form.
 - v. Roof decks that are enclosed on the sides and rear, either partially or completely, provided the deck and deck occupants are not visible from the right-of-way or adjacent single-family property within 300 feet.
- b. *Pitch.* The pitch of the roof must be 3:12 to 5:12 ratio. Flat roofs with parapets are also permitted.
- c. *Eaves.* Where eaves exceed 18 inches in depth, exterior brackets or beams are required.
- d. *Form and Design.* Solar roofs and other Building Integrated Photovoltaic (BIPV) roof designs are exempt from these roof form standards if needed to achieve a net zero energy consumption result on site.

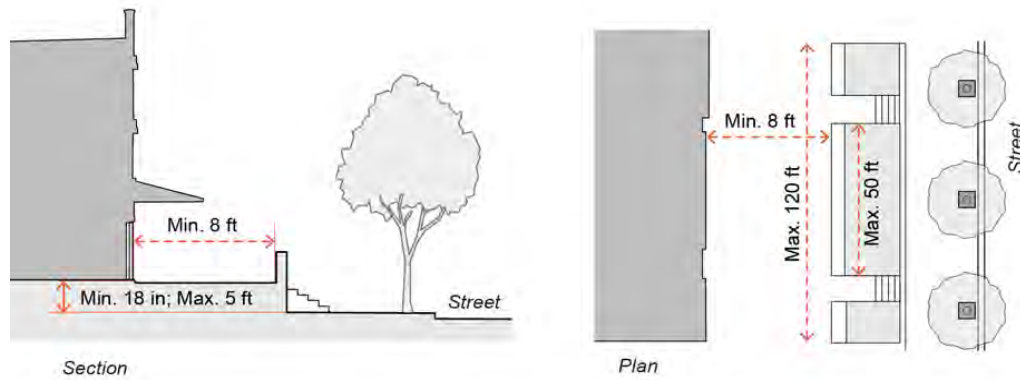
3. Building Entries.

- Page 54 of 465

- ii. Individual entrances must face either a public right-of-way, an internal access drive, or a shared forecourt.
- b. *Upper Floor Entrances.* Exterior stairs to entrances to upper floor units above the second floor are not permitted.
- c. *Frontage Types.* Building frontages must take one of the following forms:
 - i. Shared landscaped forecourt with dimensions as indicated below:
 - (a) Forecourt depth: Minimum 15 feet
 - (b) Forecourt width: Minimum 15 feet
 - (c) Ratio of forecourt width-to-height: Maximum 2:1
 - (d) Entrance maximum 3 feet above level of forecourt.

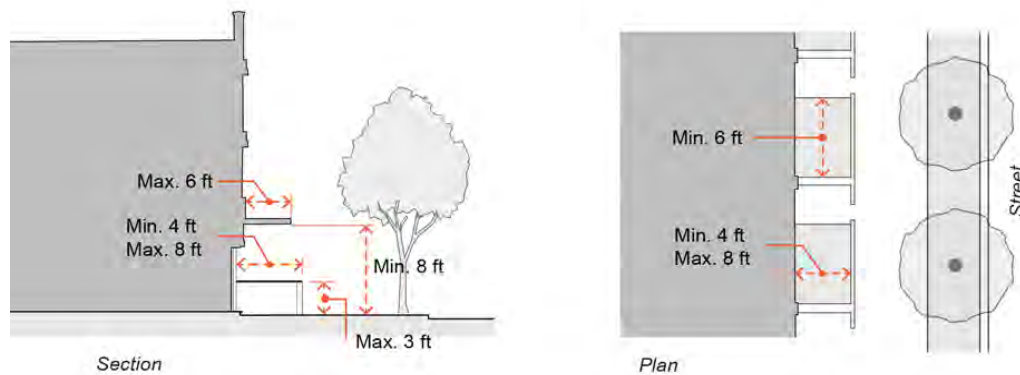


- ii. Shared entrance forecourt level above or below sidewalk: Shared or individual terrace frontage with dimensions as indicated below:
 - (a) Terrace depth: Minimum 8 feet
 - (b) Terrace width: Minimum 15 feet, maximum 120 feet
 - (c) Distance of terrace between stairs: Maximum 50 feet
 - (d) Terrace level above sidewalk: Minimum 18 inches, maximum 5 feet



iii. Entrances for individual units with covered dooryard frontages with dimensions as indicated below:

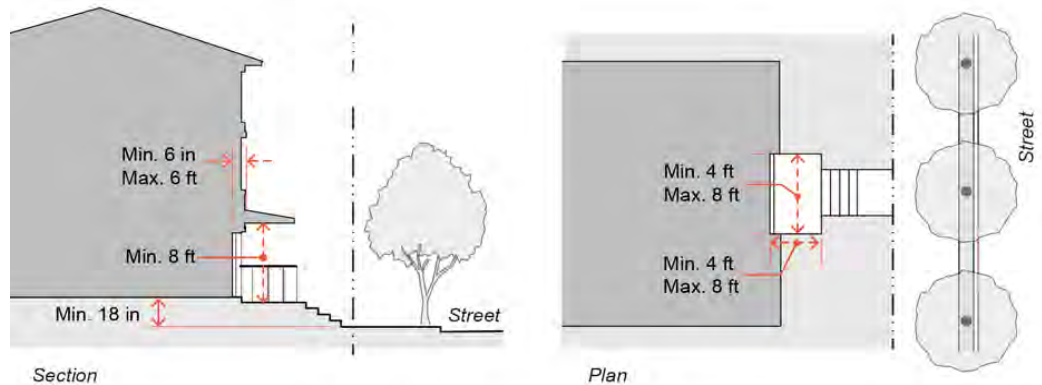
- (a) Dooryard width: Minimum 6 feet
- (b) Dooryard depth: Minimum 4 feet, maximum 8 feet
- (c) Dooryard overhead projection depth: Maximum 6 feet
- (d) Dooryard clear height: Minimum 8 feet
- (e) Dooryard wall/planter/fence height: Maximum 3 feet
- (f) Not permitted in Zone D.



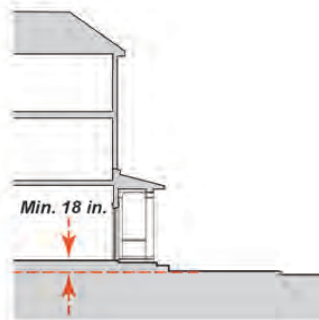
iv. Individual covered stoop frontages with dimensions as indicated below:

- (a) Stoop clear height: Minimum 8 feet
- (b) Stoop height above sidewalk: Minimum 18 inches
- (c) Stoop width: Minimum 4 feet, maximum 8 feet
- (d) Stoop depth: Minimum 4 feet, maximum 8 feet
- (e) Stoop entry recession: Minimum 6 inches, maximum 6 feet.

(f) Not permitted in Zone D.



- d. **Forecourt.** Forecourts must:
 - i. Be visible from and linked to abutting public rights-of-way by a clear, non-combustible accessible path of travel;
 - ii. Be enclosed on at least three sides by buildings; and
 - iii. Remain open to the sky (arbors and trellises are allowed).
- e. **ADA Accessibility.** All frontages must comply with ADA accessibility requirements.
4. **Ground Floor Finish Floor Elevation.** The ground floor finish floor elevation must be minimum 18 inches above sidewalk elevation. However, the ground floor interior lobby serving 55% or more of multifamily residential units may be a minimum 6 inches above sidewalk elevation.



5. **Window and Door Design.**
 - a. **Window Shape.** Primary windows may be square, vertically-oriented and rectangular, or vertically-oriented and arched. Secondary windows must be smaller in size than primary windows and may be square, vertically-oriented and rectangular, or vertically-oriented and arched.
 - b. **Window Recess and Trim.**
 - i. For windows on building walls of wood exterior materials, include trim at least 2 inches in width (foam or vinyl trim not permitted).

- ii. For windows on building walls of stucco or primary exterior materials, be recessed a minimum of 2 inches from the outer wall surface.
 - c. *Windows Material.* Vinyl is not a permitted window material.
 - d. *Divided Lites.* Simulated divided-lite grilles are acceptable only if they are located on both the outside and inside faces of the window, have spacer bars between the double panes of glass, and a thickness of at least 1/2 inch on each side of the window. A minimum 50 percent of windows must have a divided lite design.
 - e. *"360-Degree" Design.* All primary windows on each floor of each façade must be the same design, proportions, trim, material, and color.
 - f. *Glazing.* All glazing types are permitted except reflective or opaque tinting of glazing, which are prohibited.
 - g. *Residential Signifiers.* Residential facades shall incorporate at least one of the following elements that signal habitation: window bays, usable balconies, or horizontal cornices or string courses at every floor.
6. **Residential Unit Design.**
- a. *Affordable Unit Design.* Affordable units and market rate units in the same development shall be constructed with the same exterior materials so that the units are not distinguishable.
 - b. *Private Open Space.*
 - i. Minimum 100 square feet per unit.
 - ii. Private open space may be at-grade or elevated.
 - c. *Common Open Space.*
 - i. Minimum 500 square feet per lot or 25 square feet per unit, whichever is greater.
 - ii. Minimum dimension 15 feet.
 - iii. Shared open space may be at-grade, elevated, or rooftop.
 - iv. Where required common open space abuts private open space, an access drive, or the public right-of-way, then a minimum 2-foot-wide buffer is required. The buffer must be planted or otherwise designed to be screened from view from the private open space.
7. **Parking and Driveway Design.**
- a. *Parking Design.* Parking must be located in:
 - i. Tuck-under individually secured garages on the ground level of a structure in Zone C; or
 - ii. Shared secured garage (podium or underground) in Zone C or D.
 - b. *Driveway Width.* Driveways may not exceed 20 feet in width.
 - c. *Parking Visibility.* Street-facing structured parking levels are not permitted at the ground-level unless the parking level exterior matches that of the living area.
 - d. *Garage Doors.*
 - i. All garage doors must be motorized.

- ii. Controlled entrances to shared parking facilities (gates, doors, etc.) shall be located a minimum 10 feet from the back of sidewalk and may not exceed 20 feet in width.
 - e. **Long-term Bicycle Parking.**
 - i. A minimum of one long-term bicycle parking space shall be provided for every 4 residential units.
 - ii. Long-term bicycle parking must be located on the same lot as the use it serves and:
 - (a) In a parking facility;
 - (b) In an enclosed bicycle locker; or
 - (c) In a fenced, covered, and locked bicycle storage area.
 - f. **Bicycle and Auto Parking Clearance.** 5 feet of horizontal clearance shall be provided between vehicle and bicycle parking spaces. 2 feet of horizontal clearance shall be provided between bicycle parking spaces and adjacent walls, poles, landscaping, street furniture, drive aisles, and pedestrian walkways.
- 8. **Equipment Screening.**
 - a. **Solar Equipment.** Rooftop solar panels shall have a low-profile, flush-mounted design, with a maximum of 6-inch gap between the solar panel and the roof material unless the roof is flat. If solar panels are mounted on a flat roof and are tilted or angled to maximize solar energy production, building parapets or other architectural elements shall provide screening from view from the public right-of-way and from adjacent single-family uses within 300 feet. Screening shall be architecturally continuous with the building in color, material, and trim cap detail.
 - b. **Height of Roof-mounted Equipment.** Roof mounted equipment greater than 12 inches above the roof line, except for roof exhaust vents, plumbing vents, and solar panels on pitched roofs, shall be screened from being viewed from the public right-of-way and from adjacent single-family uses within 300 feet.
 - c. **Location of Ground-mounted Equipment.** Neither mechanical nor electrical equipment is allowed in street-facing setbacks facing and or interior side setbacks abutting single-family uses on lots in Zone A.
 - d. **Visibility of Ground-mounted Equipment.** Site-and ground-mounted mechanical or electrical equipment shall be screened using plant materials, fencing, or walls from public right-of-way. Conduits shall not be exposed on exterior walls and shall be embedded in walls or within a chase designed for such use.
 - e. **Screening Height.** All screen devices shall be as high as the highest point of the equipment being screened.
 - f. **Drain-Waste-Vent System.** Supply, exhaust and venting plumbing, conduits, and flues shall be concealed within the walls of a building.
- 9. **Additions and Remodels.** In order to ensure that proposed additions and remodels match the existing building, any remodels and additions must incorporate only the architectural design elements, proportions, materials, and details that are already present on the existing building.
- C. **Façade Design.**
 - 1. **Blank Walls.**
 - a. **Limit on Blank Walls.** Blank walls on any floor may not exceed 12 horizontal feet.

- b. *Enhancement on Blank Walls.* Blank walls at the ground level must include one or more of the following:
 - i. A pattern of motifs or insets in tile or stucco;
 - ii. A base or water table at least 2.5 feet in height and a cornice at the top of the ground level;
 - iii. Landscaping that, at maturity, obscures a minimum 50 percent of the wall area, and that is guaranteed for a period of 10 years, minimum; or
 - iv. Landscaped trellises or lattices over a minimum 50 percent of the wall area that is guaranteed for a period of 10 years, minimum.

2. **Building Materials, Colors, and Finish.**

- a. *Primary Building Materials.* A primary building material shall mean a material that covers 60 percent or more of a façade surface area excluding transparent surfaces. When there is a change in exterior building material, the material change must occur at the inside corner of a building form, or a minimum of 8 feet beyond an outside corner. The following primary cladding materials are allowed:
 - i. Stucco (minimum 2-coat)
 - ii. Stone (must extend vertically to the foundation)
 - iii. Stone-colored brick (must extend vertically to the foundation)
- b. *Secondary Building Materials.* A secondary building material shall mean a material that covers 40 percent or less of a façade surface area excluding transparent surfaces. The following secondary cladding materials are allowed:
 - i. Metal (wrought iron, copper, bronze) with a non-reflective finish
 - ii. Wood
 - iii. Split-face Concrete Masonry Unit (CMU)
 - iv. Terra cotta tile
 - v. Brick or brick veneer
 - vi. Glazed tile
- c. *Building Colors.* A maximum of four colors shall be applied to be the building façade:
 - i. Primary color comprising 60 percent or more of the façade.
 - ii. Secondary color comprising no more than 30 percent of the façade.
 - iii. Tertiary color comprising no more than 10 percent of the façade.
 - iv. Accent color for use on trim and architectural details.

Materials with naturally occurring colors such as wood or stone, materials with prefinished color such as stucco, and colorized metal shall constitute a color for this requirement.

- d. *Porches, Balconies, Decks, and Exterior Stairs.* Porches, balconies, decks, and exterior stairs must be stucco or wood. Railings must be stucco, wood, or metal.

- e. *Timber Protection.* Exterior timber shall be protected from decay by stain and sealant.
 - f. *Ferrous Material Protection.* Exterior ferrous metals shall be protected from corrosion either through the use of galvanized, stainless, or weathering steel.
 - g. *Roof Materials.* Roof materials must be:
 - i. Composition shingle (Timberline Lifetime Architectural or equivalent), brown or brown-red in color;
 - ii. Spanish barrel tile, regularly or irregularly laid, and brown or brown-red in color;
 - iii. Standing seam metal in a nonreflective dark brown or dark bronze color;
 - iv. Concrete roof tiles; or
 - v. Cool roof membrane roofing, non-reflective and medium gray color.
3. **Architectural Details.**
- a. *Structural Elements.* Structural elements visible on the building exterior (e.g. rafters, purlins, posts, beams, balconies, brackets, trusses, columns, arches, etc.), even when ornamental, shall be placed to frame building apertures and bays.
 - b. *Parapet Design.* Patterns of steps, angles, and/or curves must be symmetrical within each segment or establish symmetry across the building façade.
 - c. *Gutters.* All gutters shall contain features to direct rainwater away from exterior walls including one or more of the following:
 - i. Projecting eaves (minimum 12-inch projection)
 - ii. Scuppers (minimum 12-inch projection if no downspouts are used)
 - iii. Gutters with downspouts
 - d. *Street Address Number.* Street address numbers must be metalwork or tiled.
 - e. *Ornamental Features.* Buildings must exhibit at least two of the following ornamental features over 15% or more of each façade:
 - i. Patterned accent tiles applied consistently across all street-facing building facades
 - ii. A pattern of carved insets with grilles on all street-facing building facades
 - iii. A pattern of stucco motifs or tile motifs or vents on all street-facing building facades
 - iv. Terra-cotta tile chimney top (enclosing equipment or not)
 - f. *Exceptions.* All building façades must comply with applicable standards with the following exceptions:
 - i. Materials used for the building base or podium need not be repeated.
 - ii. Where a building is designed to appear as separate buildings, each portion that appears as a separate building shall be subject to the Building Design and Façade Design standards separately.
4. **Additions and Remodels.** Notwithstanding the design standards of this Chapter, new or replacement windows or doors in an existing wall must have the same design, detail, and placement of existing windows or doors present on the building.

D. Site Design.**1. Walls and Fences.**

- a. *Fences and Walls.* Fences and walls shall be the same materials and color with that of the primary or secondary building materials.
- b. *Retaining Walls.* The design of new retaining walls that are visible from the abutting public right-of-way, as well as those that are within the side and rear yard areas, shall be constructed in a stepped or terraced fashion with the maximum height for any single wall no more than 4 feet unless an engineering assessment finds that physical limitations do not make such terracing feasible. If the change in grade is greater than 4 feet, a series of retaining walls, interspersed by planting areas in a stepped or terraced fashion shall be constructed to minimize the retaining walls visual prominence and avoid a monolithic appearance. A minimum 6 foot masonry wall must be provided on property lines shared with single-family uses on lots in Zone A.
- c. *Retaining Wall Design.*
 - i. Retaining walls shall provide visual interest through the use of form, texture, detailing and planting. When a retaining wall contains an entry stairway to the residence, the design of the wall shall include features that emphasize the entryway, plantings or design features that match those of the primary building.
 - ii. Retaining wall material shall be concrete or CMU covered with plaster stucco a minimum of 2 inches thick.
- d. *Screening of Retaining Walls.* Where a single large retaining wall is used, its design shall incorporate a planting strip and irrigation system at its toe strip to allow for the planting of screening vegetation and/or a planting strip with irrigation system at the top of the wall. Planting strip must be a minimum 12 inches wide
- e. *Gates.* Residential security gates, when installed, shall be the same color as the secondary building materials and be no more than 50 percent opaque.

2. Landscaping.

- a. *Landscape Design.*
 - i. Landscape species must be native, low-water usage, and low maintenance, meeting Water Efficient Landscape Ordinance requirements.
 - ii. Landscaping shall be placed according to sunlight needs.
 - iii. Landscaping shall be located to cover the entire development site and provide shade in south-facing and west-facing areas.
 - iv. Plant size at maturity must not exceed:
 - (a) 30 inches within 10 feet of a sidewalk or driveway
 - (b) The height of any building aperture within 10 feet of the aperture.
 - v. Existing mature trees shall be preserved and incorporated as part of the overall landscape design.
- b. *Required Landscaping.*
 - i. Ground cover must be planted a maximum of 1 foot on center.

- ii. The following does not count toward the required landscape area:
 - (a) Artificial turf; and
 - (b) Any area with a minimum dimension less than 30 inches.
 - c. *Prohibited Species and Materials.* Plant species that are listed by California Invasive Plant Council (Cal-IPC) as invasive are prohibited as is flammable mulch.
 - d. *Frontage Landscaping.*
 - i. The required street setback area must be landscaped except for areas of ingress and egress.
 - ii. Landscaping may include container plantings, groundcover, turf, climbing vines, shrubs, low hedges, and trees.
 - iii. A maximum of 20 percent of the required front setback area may be turf. Such turf area may not be counted toward the required landscaped area.
 - e. *Interior Side and Rear Setback Landscaping.*
 - i. Landscaping within side and rear setback areas shall be located to delineate property lines.
 - ii. All interior side and rear setbacks on lots which abut Zone A shall be planted with a mix of trees and shrubs. At least one tree of at least 15-gallon size shall be planted per 20 linear feet or as appropriate to create a tree canopy over the required setback. In addition, at least three shrubs shall be planted per 20 linear feet.
 - f. *Grading.* To minimize impacts on existing terrain, the maximum amount of cut shall not exceed 5 feet below the natural grade and the amount of fill shall not exceed 3 feet above the natural grade.
 - g. *On-site Drainage.* Drainage shall be provided on-site using natural drainage channels, bioretention areas, or other landscape areas that filter surface water runoff before it enters the storm drain system.
 - h. *Backflow Preventer and Public Utilities.* Any backflow preventer or public utility, such as panels and meters, must be screened with landscaping as high as the equipment and landscaping must be guaranteed for a period of 10 years. Public utility connections must be installed in underground vaults and conduit.
- 3. **Site Circulation.**
 - a. *Hardscape Materials.* On-site hardscape material shall be permeable or pervious and gray or light gray in color with a higher solar reflective index.
 - b. *Paving within Setback Area.* Paving within required setback areas shall be distinct from the adjacent public sidewalk in color, design, or texture.
 - c. *Curb Cut Frequency.* A maximum of one curb cut for driveway access may be permitted per street frontage per development project site.
- 4. **Refuse and Recycling Areas.**
 - a. *Location.* Common refuse and recycling containers shall not be located:
 - i. Within any required street-facing setback;
 - ii. Any required parking and landscaped areas; or

- iii. Any other area required to remain unencumbered, according to fire and other applicable building and public safety codes.
 - b. *Visibility.* Common refuse and recycling containers shall not be visible from the public right-of-way and shall be screened by landscaping. Fences or walls may be used if located outside a required setback.
 - c. *Enclosure and Container Materials.*
 - i. Enclosure materials shall be the same as those of the primary building.
 - ii. Containers used for the collection and storage of refuse and recyclable materials shall meet the standards of the waste collection company and be:
 - (a) Constructed of a durable waterproof and rustproof material;
 - (b) Enclosed and covered when the site is not attended;
 - (c) Secured from unauthorized entry or removal of material; and
 - (d) Shall be sized to accommodate the volume of materials collected between collection schedules.
 - (e) Required refuse collection must be grouped together and equally accessible to residents.
 - d. *Clear Zone.* The area in front of and surrounding all enclosure types shall be kept clear of obstructions and accessible.
 - e. *Drainage.* The floor of the enclosure shall have a drain that connects to the sanitary sewer system.
- 5. **Lighting.**
 - a. *Entrance Lighting.* Light fixture(s) at all building entries are required.
 - b. *Façade Lighting.* Lights on the building façade shall be incorporated into façade design for all facades. Fixtures shall be:
 - i. Fully shielded and directed downward onto the building façade and onto paving of entrance areas; and
 - ii. The same materials as the building trim/accent.
 - c. *Low-level Lighting.* Low-level lighting shall be provided to ensure entry paths, entry stairs and driveways, garage and building entries are illuminated.
- 6. **Energy Efficiency.**
 - a. All appliances must meet the applicable adopted Reach Codes.
 - b. All appliances, HVAC and lighting shall be electric and energy-efficient.

6.05.02 Terms

Arched Window. Window that is rounded at the top.

Blank Wall. A portion of a façade on any floor of a building that that does not include a transparent window or door between the level of the finished floor and the level of the ceiling.

Common Open Space. Courtyards, sport courts, play areas, gardens, or other open spaces for communal use within a development and accessible by all residents of the development.

Dentilled Cornice. A dentil, or small block, used as a repeating ornament under a cornice.

Divided Lites. A window with individual panes of glass separated by muntins, typically arranged in a grid. Simulated divided lite windows are made from a single, large pane of glass with a surface grid attached to one side.

Façade Bay. A section of a building between vertical lines or planes, as defined by columns, pilasters, bay windows, or other horizontal projections or recesses.

Finished Floor. The top layer of flooring.

Forecourt. A type of frontage with a portion of the façade set back from the primary façade creating a small courtyard space. The courtyard may be used as an entry court or as shared garden space for apartment buildings, or as an additional shopping or restaurant seating area within retail and service areas.

Private Open Space. A yard, patio, porch, or balcony directly accessible from the dwelling unit for which the open space provides an opportunity for private outdoor recreation and relaxation of the resident(s) of the associated dwelling unit.

Rowhouse. A single-family dwelling that shares a party wall with another of the same type placed side-by-side with individual entries along the front and dedicated private open space for each unit typically located in the rear. Each unit has its own front access at the ground floor. Also known as a townhouse or townhome.

Secured. An area where access is restricted to tenants or to people employed by businesses in a building.

Shared Garage. A structured parking area that is shared by multiple residential units or commercial spaces.

Shopfront. A type of frontage, typically for commercial and retail use, where the façade is aligned close to the frontage line with the building entrance at the level of the sidewalk.

Townhouse. See Rowhouse.

Part IV.

Chapter 7. Building Design: Commercial and Mixed-use is amended to add a new division 7.07, entitled, “7.07 Objective Design Standards – Mixed-Use,” as follows:

7.07 OBJECTIVE DESIGN STANDARDS – MIXED-USE**DESIGN STANDARDS:**

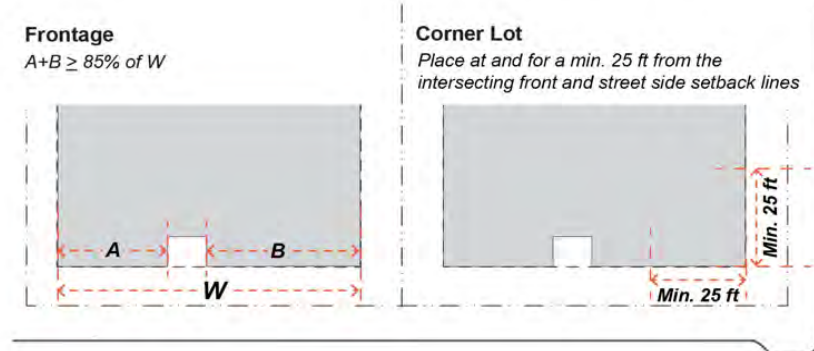
Objective design standards, rather than discretionary standards, are mandated by State law. Their purpose is to streamline the review of multifamily and mixed-use housing, which is often a more affordable housing type than single-family houses, duplexes, and triplexes. If a development application is consistent with the objective design standards and meets other eligibility criteria, the City may be required by State law and City Code division 17.67 to approve the development application without a public hearing, neighbor comments, or CEQA review.

The objective design standards for mixed-use commercial and residential development are provided below and on the following pages.

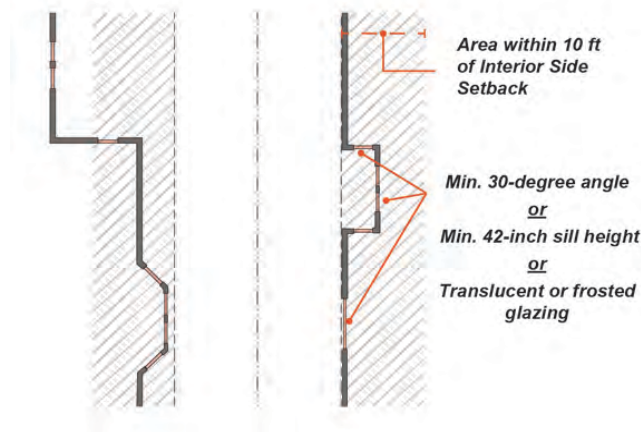
7.07.01 Objective Mixed-Use Design Standards**A. Building Envelope Design.****1. Building Placement.**

- a. Frontage. A minimum 85 percent of ground-floor building frontage must be built at or within 18 inches of the front setback or sidewalk to create a continuous street wall.

- b. **Corner Lot.** At street corners, buildings must be placed at street yard setback line, and for a minimum 25 feet distance from, the intersecting street yard setback lines.



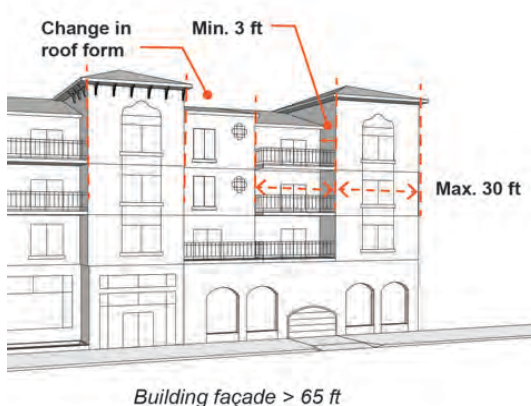
2. **Building Massing Abutting Zone A.** Building façade planes facing and abutting single-family uses on lots in Zone A may not exceed 40 feet in width without a break in massing minimum 6 feet in depth.
3. **Privacy.**
 - a. **Outdoor Habitable Space:** Balconies, decks and other habitable outdoor spaces facing and abutting single-family uses on lots in Zone A are not allowed on upper-story facades or roofs.
 - b. **Balcony and Deck Placement.** Development shall place and orient balconies and decks accessed from the living room of each unit toward the street yards of a building.
 - c. **Window Placement.** Windows to primary living spaces within 10 feet of and facing an interior side setback must be:
 - i. Be angled away from the adjacent side setback line a minimum of 30 degree, measured from a line perpendicular to the side setback line;
 - ii. Have a minimum sill height of 42 inches from the finished floor; or
 - iii. Use permanently translucent or "frosted" glazing.



B. Building Design.

1. Street-Facing Building Articulation and Façade Bays.

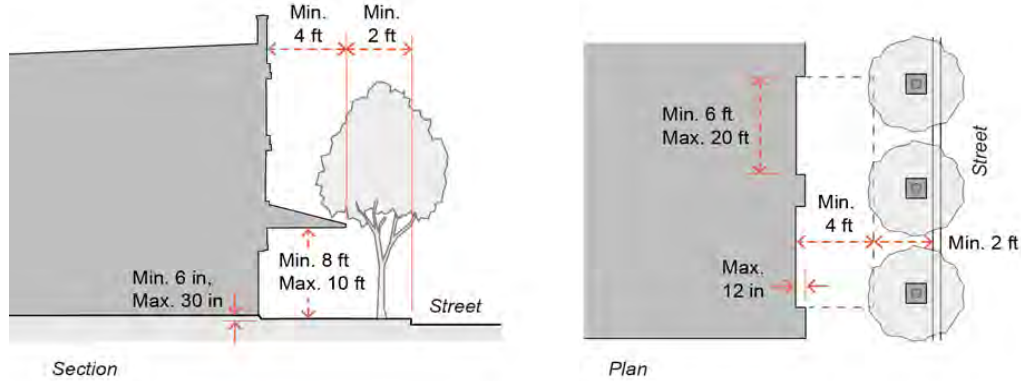
- a. *Vertical Articulation.*
- i. Building facades up to 65 feet in length along a public right-of-way must incorporate at least one of the following:
 - (a) Window bays a minimum 3 feet in depth from building façade
 - (b) Recesses a minimum 3 feet in depth from building façade
 - (c) Porches or decks over a minimum 25 percent of the façade length.
 - ii. When a building façade exceeds 65 feet in length along a public right-of-way, it must be separated into façade bays no greater than 30 feet in width defined by a recess a minimum of 3 feet in depth and at least one of the following features:
 - (a) Change in roof parapet height or shape a minimum of 6 feet
 - (b) Change in roof form and type (e.g., gable roof to flat roof)
 - (c) Change in building height, minimum 8-foot difference



- b. *Bay Articulation.* The eave or roof form of a recessed façade bay shall be no higher than those of the façade bay located at the setback line.
 - c. *Corner Design.* Development must accentuate building massing at roadway intersections with one of the following elements:
 - i. A tower element at least 80 square feet in area;
 - ii. A decorative parapet; or
 - iii. A rounded corner and plaza.
- 2. Roof Form and Design.**
- a. *Allowed Roof Forms.* Roof forms shall be limited to:
- i. Hipped
 - ii. Gable

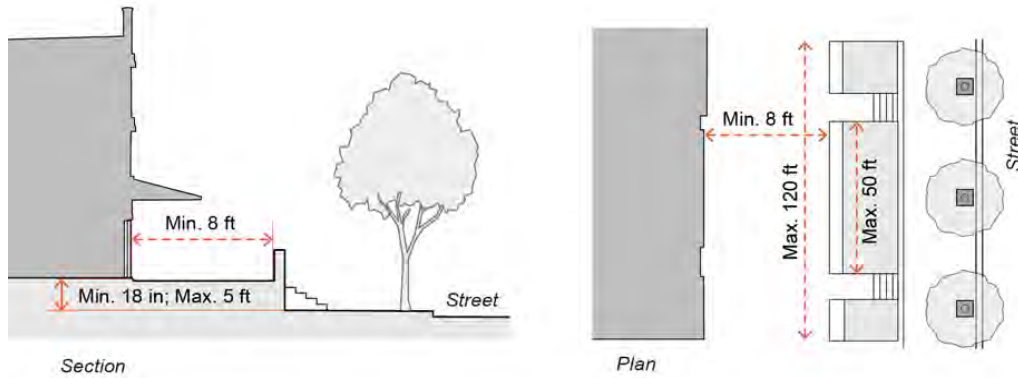
- iii. Dormers, which may not exceed 8 feet in length
 - iv. Parapet. Parapets segments may not exceed 20 feet in length without interruption in height or form.
 - v. Roof decks that are enclosed on the sides and rear, either partially or completely, provided the deck and occupants are not visible from the public right-of-way or adjacent single-family uses within 300 feet.
 - vi. Dentilled cornice minimum 3 feet high and continuous at roof line on all building facades.
 - b. *Pitch.* The pitch of the roof must be 3:12 to 5:12 ratio. Flat roofs are also permitted.
 - c. *Eaves.* Eaves shall exceed 18 inches in depth and exterior brackets or beams are required wherever building height exceeds 30 feet.
 - d. *Form and Design.* Solar roofs and other Building Integrated Photovoltaic (BIPV) roof designs are exempt from these roof standards if needed to achieve a net zero energy consumption result on site.
 - e. *Roof decks.* Roof decks are limited to a maximum of 30 percent of the building footprint.
3. **Building Entries.**
- a. *Ground Floor Entrances.*
 - i. Entrances to non-residential ground floor uses must be located on the front of the building and must face a public right-of-way. Entrances are limited to a minimum 2 per facade facing and abutting the public right-of-way or 1 for every 20 housing units per facade facing the public right-of-way, whichever is greater, in Zone D.
 - ii. Any shared or individual entrance to residential unit must be a minimum 8 horizontal feet from any entrances to non-residential uses.
 - iii. Shared entrances to residential units must have a roofed projection or recess with a minimum depth of 4 feet and a minimum horizontal area of 40 square feet.
 - b. *Upper Floor Entrances.* Exterior stairs to upper floor units above the second floor are not permitted.
 - c. *Frontage Types.* Building frontages must take one of the following forms:
 - i. Shopfront frontage with dimensions as indicated below:
 - (a) Shopfront covered projection depth: Minimum 4 feet
 - (b) Shopfront covered projection distance from curb: Minimum 2 feet
 - (c) Shopfront covered projection height: Minimum 8 feet, maximum 10 feet
 - (d) Shopfront finish floor level above sidewalk: Minimum 6 inches, maximum 30 inches

- (e) Shopfront bay width: Minimum 6 feet, maximum 20 feet



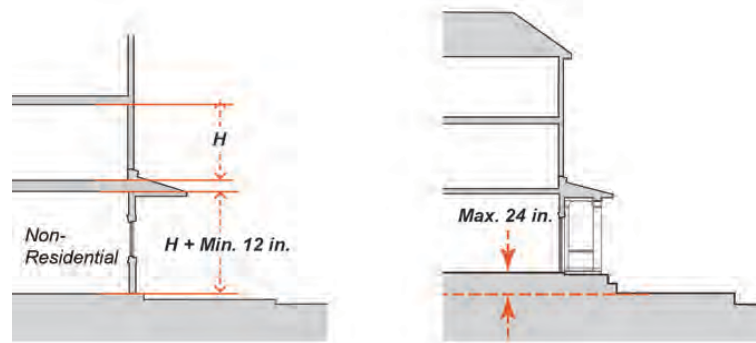
- ii. Terrace frontage with dimensions as indicated below:

- (a) Terrace depth: Minimum 8 feet
- (b) Terrace width: Maximum 120 feet
- (c) Distance of terrace between stairs: Maximum 50 feet
- (d) Terrace level above sidewalk: Minimum 18 inches, maximum 5 feet



- d. **Shopfront Design.** On buildings on lots with street frontages that exceed 50 feet, shopfront and terrace frontages must incorporate:
 - i. A building recess of a maximum depth of 4 feet and minimum width of 6 feet to provide additional window display space; and
 - ii. Variations in bulkhead, awnings, materials and/or color to visually articulate the shopfront into bays a maximum of 20 continuous feet wide.
 - e. **ADA Accessibility.** All frontages must comply with ADA accessibility requirements.
4. **Ground Floor Design.**

- a. **Ceiling Height.** The ground floor ceiling height must be a minimum 12 feet in the Grand Avenue subarea and 15 feet in the Highland Avenue subarea and a minimum 12 inches taller than upper floor levels' floor-to-ceiling height.
- b. **Finish Floor Elevation.** The ground floor finish floor elevation may be a maximum 24 inches above sidewalk elevation.



5. **Window and Door Design.**

- a. **Residential Window Shape.** Primary windows may be square, vertically-oriented and rectangular, or vertically-oriented and arched. Secondary windows must be smaller in size than primary windows and may be square, vertically-oriented and rectangular, or vertically-oriented and arched.
- b. **Window Recess and Trim.** All windows must:
 - i. For windows on building walls of wood exterior materials, include trim at least 2 inches in width (foam or vinyl trim not permitted); or
 - ii. For windows on building walls of stucco or EIFS exterior materials, be recessed a minimum of 2 inches from the outer wall surface.
- c. **Windows Material.** Foam and vinyl are not permitted window materials.
- d. **Divided Lites.** Simulated divided-lite grilles are acceptable only if they are located on both the outside and inside faces of the window, have spacer bars between the double panes of glass, and a thickness of at least 1/2 inch on each side of the window. Residential primary windows must be a divided lite section.
- e. **Ground Floor Commercial Windows.** Ground floor windows must be horizontal or square in proportion rather than vertically oriented.
- f. **"360-Degree" Design.** All upper-story primary windows on each floor of each façade must have the same design, including proportions, trim, material, and color.
- g. **Glazing.** All glazing types are permitted except reflective or opaque tinting of glazing, which are prohibited.
- h. **Residential Signifiers.** Residential facades shall incorporate at least one of the following elements that signal habitation: window bays, usable balconies, or horizontal cornices or string courses at every floor.

6. **Residential Unit Design.**

- a. **Affordable Unit Design.** Affordable units and market rate units in the same development shall be constructed of the same exterior materials and details such that the units are not distinguishable.

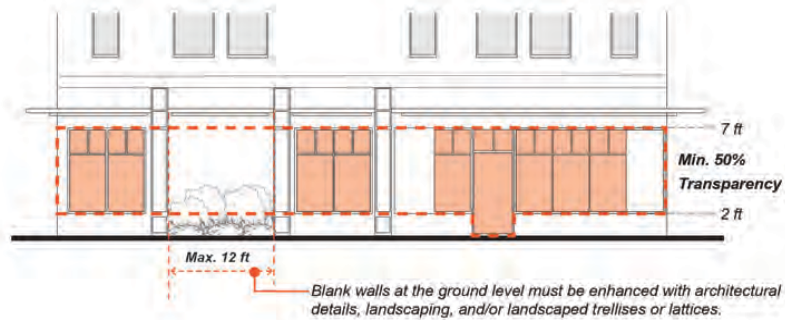
- b. *Private Open Space.* Minimum 100 square feet per unit. May be at-grade or elevated.
- c. *Common Open Space.*
 - i. Minimum 400 square feet per lot or 20 square feet per unit, whichever is greater.
 - ii. No dimension (length, width, or diameter) may be less than 15 feet.
 - iii. May be at-grade, elevated or rooftop.
 - iv. Where required common open space abuts private open space, access drive, or public right-of-way a minimum 2-foot buffer is required. The buffer must be planted or otherwise designed to be screened from view from the private open space.

7. Parking and Driveway Design.

- a. *Parking Design.* Parking may be located in:
 - i. A shared secured garage (podium or underground)
 - ii. Secured above-ground parking structure enclosed with street-facing residential or retail uses. This configuration is known as a “wrap” or “lined” building.
- b. *Driveway Width.* Driveways to shared garages may not exceed 30 feet in width.
- c. *Parking Visibility.* Visible structured parking must be screened from view from the right-of-way by:
 - i. Regular punched openings designed to resemble windows of habitable spaces; or
 - ii. Trellis/living wall surfaces.
- d. *Parking Separation.* Parking for residential units shall be separated from parking for non-residential uses through a controlled fence, gate, or other barrier.
- e. *Garage Doors.*
 - i. All garage doors must be motorized.
 - ii. Controlled entrances to shared parking facilities (gates, doors, etc.) may not exceed 20 feet in width.
- f. *Short-term Bicycle Parking.*
 - i. Short-term bicycle parking must be provided at a rate of 10 percent of required vehicular spaces or housing units, whichever is greater.
 - ii. Short-term bicycle spaces must be a stationary, securely anchored bicycle rack to which a bicycle frame and one wheel (two points of contact) can be secured if both wheels are left on the bicycle. One such bicycle rack may serve multiple bicycle parking spaces.
- g. *Long-term Bicycle Parking.*
 - i. Required long-term bicycle parking shall be provided as follows:
 - (a) Residential Uses: A minimum of one bicycle parking space for every 4 residential units.
 - (b) Other Uses: 15 percent of required vehicular spaces.

- ii. Long-term bicycle parking must be located on the same lot as the use it serves in a parking facility; an enclosed bicycle locker; a fenced, covered, and locked bicycle storage area; or another secure area approved by the Planning Director.
 - h. *Bicycle and Auto Parking Clearance.* 5 feet of horizontal clearance shall be provided between vehicle and bicycle parking spaces. 2 feet of horizontal clearance shall be provided between bicycle parking spaces and adjacent walls, poles, landscaping, street furniture, drive aisles, and pedestrian walkways.
- 8. **Equipment Screening.**
 - a. *Solar Equipment.* Rooftop solar panels shall have a low-profile, flush-mounted design, with a maximum of 6-inch gap between the solar panel and the roof material or on a flat roof. If solar panels are mounted on a flat roof and are tilted or angled to maximize solar energy production, building parapets or other architectural elements shall provide screening from view from the right-of-way and from adjacent single-family uses within 300 feet. Screening shall be architecturally continuous with the building in color, material, and trim cap detail.
 - b. *Height of Roof-mounted Equipment.* Roof mounted equipment greater than 12 inches above the roof line, except for roof exhaust vents, plumbing vents, and solar panels on pitched roofs, must be screened from being viewed from the public right-of-way and from adjacent single-family uses within 300 feet.
 - c. *Location of Ground-mounted Equipment.* Mechanical and electrical equipment is not allowed in setbacks.
 - d. *Visibility of Ground-mounted Equipment.* Site-and ground-mounted mechanical or electrical equipment shall be screened using plant materials, fencing, or walls from public right-of-way. Conduits shall not be exposed on exterior walls and shall be embedded either in walls or a chase designed for such use.
 - e. *Screening Height.* All screen devices shall be as high as the highest point of the equipment being screened.
 - f. *Drain-Waste-Vent-System.* Supply, exhaust and venting plumbing, conduits, and flues shall be concealed within the walls of a building.
- 9. **Additions and Remodels.** In order to ensure that proposed additions and remodels match the existing building, any remodels and additions must incorporate only architectural design elements, proportions, materials, and details that are already present on the existing building.
- C. **Façade Design.**
 - 1. **Transparency and Blank Walls.**
 - a. *Required Ground-Floor Transparency.*

- i. A minimum 50 percent of commercial ground floor street-facing facades between 2 and 7 feet in height shall be transparent window surface with unobstructed views to the interior commercial spaces.



- ii. Ground floor leasable commercial space shall have a minimum interior floor-to-ceiling height of 14 feet.
 - iii. Ground floor leasable commercial space shall have a minimum depth of 50 feet for at least 50 percent of the length of the building or a minimum of 30 feet of width, whichever is larger.
 - iv. Opaque, reflective, or dark tinted glass is not allowed.
- b. **Limits on Blank Walls.** The maximum length of blank walls is 12 feet on any floor.
 - c. **Enhancement on Blank Walls.** Blank walls at the ground level must include one or more of the following or 15% of all building facades:
 - i. A pattern of insets, tiles, or stucco motifs;
 - ii. A base or water table at least 2.5 feet in height and a cornice at the top of the ground level;
 - iii. Landscaping that, at maturity, obscures a minimum 50 percent of the wall area and that is guaranteed for a minimum of 10 years; or
 - iv. Landscaped trellises or lattices over a minimum 50 percent of the wall area and that is guaranteed for a minimum of 10 years.
2. **Building Materials, Colors, and Finish.**
 - a. **Primary Building Materials.** A primary building material shall mean a material that covers 60 percent or more of a façade surface area excluding transparent surfaces. The following primary cladding materials are allowed:
 - i. Stucco (minimum 2-coat)
 - ii. Stone (must extend vertically to the foundation)
 - iii. Stone-colored brick, tan in color (must extend vertically to the foundation)
 - iv. Exterior insulation and finish system (EIFS) panels
 - b. **Secondary Building Materials.** A secondary building material shall mean a material that covers less than 40 percent of a façade surface area excluding transparent surfaces. The following secondary cladding materials are allowed:
 - i. Metal (wrought iron, copper, or bronze) with a non-reflective finish

- ii. Wood
- iii. Split-face Concrete Masonry Unit (CMU)
- iv. Terra cotta tile
- v. Brick or brick veneer
- vi. Glazed tile
- c. **Building Colors.** A maximum of 4 colors shall be applied to be the building façade:
 - i. Primary color comprising 60 percent or more of the façade
 - ii. Secondary color comprising no more than 30 percent of the façade
 - iii. Tertiary color comprising no more than 10 percent of the façade
 - iv. Accent color for use on trim and architectural details.

Materials with naturally occurring colors such as wood or stone, materials with prefinished color such as stucco, and colorized metal shall constitute a color for this requirement.
- d. **Porches, Balconies, Decks, and Exterior Stairs.** Porches, balconies, decks, and exterior stairs must be stucco or wood. Railings must be stucco, wood, or metal.
- e. **Change in Exterior Building Material.** When there is a change in exterior building material, the material change must occur at the inside corner of a building form, or a minimum of 8 feet beyond an outside corner.
- f. **Timber Protection.** Exterior timber shall be protected from decay by stain and sealant.
- g. **Ferrous Material Protection.** Exterior ferrous metals shall be protected from corrosion either through the use of galvanized, stainless, or weathering steel.
- h. **Roof Form and Materials.** Roof form shall be gable, hipped, or a flat roof. Flat roof must have a continuous parapet or cornice a minimum of 3 feet high. Roof materials must be:
 - i. Composition shingle (Timberline Lifetime Architectural), brown or brown-red in color;
 - ii. Spanish barrel tile, regularly or irregularly laid, and brown or brown-red in color;
 - iii. Standing seam metal in a non-reflective dark brown or dark bronze color;
 - iv. Concrete roof tiles;
 - v. Cool roof membrane roofing, in a non-reflective medium gray.
- 3. **Architectural Details.**
 - a. **Structural Elements.** Structural elements visible on the building exterior (e.g. rafters, purlins, posts, beams, balconies, brackets, trusses, columns, arches, etc.), even when ornamental, shall be placed to frame building apertures and bays.
 - b. **Parapet Design.** Parapets longer than 12 feet in length shall exhibit a combination of steps, angles, and/or curves. Patterns of steps and curves must be symmetrical within each segment or establish symmetry across the building façade. If parapets terminate with coping, the coping must be stone, concrete, tile, or molded stucco.

- c. *Gutters.* Features to direct rainwater away from exterior walls shall include one or more of the following:
 - i. Projecting eaves (minimum 12-inch projection)
 - ii. Scuppers (minimum 12-inch projection if no downspouts are used)
 - iii. Gutters with downspouts.
 - d. *Street Address Number.* Street address numbers must be metalwork or tiled.
 - e. *Ornamental Features.* Buildings must exhibit at least two of the following ornamental features over a minimum 15% of building facades:
 - i. Patterned accent tiles applied consistently across all street-facing building facades
 - ii. A pattern of carved insets with grilles on all street-facing building facades
 - iii. A pattern of stucco motifs or tile decorative vents on all street-facing building facades
 - iv. Terra-cotta tile chimney top (enclosing equipment or not)
 - f. *Exceptions.* All building façades must comply with applicable standards with the following exceptions:
 - i. Materials used for the building base or podium need not be repeated.
 - ii. Where a building is designed to appear as separate buildings, each portion that appears as a separate building shall be subject to the Building Design and Façade Design standards separately.
4. **Additions and Remodels.** Notwithstanding the design standards of this Chapter, new or replacement windows or doors in an existing wall must have the same design, detail, and placement of existing windows or doors present on the building.

D. **Site Design.**

- 1. **Walls and Fences.**
 - a. *Fences and Walls.* Fences and walls shall have the same materials and color as that of the primary or secondary building materials.
 - b. *Retaining Wall Height.* The design of new retaining walls that are visible from the abutting public right-of-way, as well as those that are within the side and rear yard areas, shall be constructed in a stepped or terraced fashion with the maximum height for any single wall no more than 4 feet, unless an engineering assessment finds that physical limitations do not make such terracing feasible. If the change in grade is greater than 4 feet, a series of retaining walls, interspersed by planting areas in a stepped or terraced fashion shall be constructed to minimize the retaining wall's visual prominence and avoid a monolithic appearance. A minimum 6 foot masonry wall must be provided on shared property lines with single-family uses on lots in Zone A.
 - c. *Retaining Wall Design.*
 - i. In order to provide visual interest, retaining walls shall incorporate one or more of the following: use of form, texture, detailing, and/or planting. When a retaining wall contains an entry stairway to the building, the design of the wall shall include features that emphasize the entryway, such as plantings or design features that match those of the primary building.

- ii. Retaining wall material shall be concrete or CMU covered with plaster stucco a minimum of 2 inches thick.
 - d. *Screening of Retaining Walls.* Where a single large retaining wall is used, its design shall incorporate a minimum one foot deep planting strip and irrigation system at its toe strip for the length of the wall to allow for the planting of screening vegetation and/or a planting strip with irrigation system at the top of the wall. Landscape screening shall be guaranteed for a minimum of 10 years.
 - e. *Gates.* Residential security gates, when installed, shall be the same color as the building materials and be no more than 50 percent opaque.
2. **Landscaping.**
- a. *Landscape Design.*
 - i. Landscape species must be native, low-water usage, and low maintenance, meeting Water Efficient Landscape Ordinance requirement.
 - ii. Existing mature trees shall be preserved and incorporated as part of the overall landscape design.
 - b. *Required Landscaping.* Landscape plantings must cover all unbuilt areas of a lot.
 - i. Required landscaping coverage is 30 to 20 percent of the area of a lot in Zone C and 10 percent of a lot in Zone D.
 - ii. Ground cover must be planted a maximum of 1 foot on center.
 - iii. The following may not count toward the required landscape area:
 - (a) Artificial turf
 - (b) Any area with a minimum dimension less than 30 inches
 - c. *Prohibited Species and Materials.* Plant species that are listed by California Invasive Plan Council (Cal-IPC) as invasive prohibited as is flammable mulch.
 - d. *Frontage Landscaping.*
 - i. Civic Center Subarea: Planter beds, window boxes, and/or container plantings are required at all façade insets, niches, and entries.
 - ii. Grand Avenue Subarea: The required street yard setback area must be landscaped except for seating areas, on-site plazas, and areas of ingress and egress. Landscaping may include container plantings, planter beds, groundcover, climbing vines, shrubs, low hedges, and trees.
 - e. *Interior Side and Rear Setback Landscaping.*
 - i. Landscaping within side and rear setback areas shall delineate property lines.
 - ii. All interior side and rear yard setbacks abutting Zone A shall be planted with a mix of trees and shrubs. At least one tree of at least 15-gallon size shall be planted per 20 linear feet or as appropriate to create a tree canopy over the required setback. In addition, at least three shrubs shall be planted every 20 linear feet.
 - f. *Grading.* To minimize impacts on existing terrain, the maximum amount of cut shall not exceed 5 feet below the natural grade and the amount of fill shall not exceed 3 feet above the natural grade.

- g. *On-site Drainage.* Drainage shall be provided on-site using natural drainage channels, bioretention areas, or other landscape areas that filter surface water runoff before it enters the storm drain system.
 - h. *Backflow Preventer and Public Utilities.* See design standards for multi-family development.
3. **Site Circulation.**
- a. *Hardscape Materials.* On-site hardscape material shall be permeable or pervious and gray or light gray in color with a higher solar reflective index.
 - b. *Paving within Setback Area.* Plazas or outdoor seating areas located within street-facing setbacks must be separated from the sidewalk by landscaping or raised planters. Paving within required setback areas shall be different from the adjacent public sidewalk and consist of individual paving blocks.
 - c. *Curb Cut Frequency.* A maximum of one curb cut for driveway access may be permitted per street frontage per lot.
4. **Refuse and Recycling Areas.**
- a. *Location.* Common refuse and recycling containers shall not be located:
 - i. Within any required street-facing setback;
 - ii. Any required parking and landscaped areas; or
 - iii. Any other area required to remain unencumbered, according to fire and other applicable building and public safety codes.
 - b. *Visibility.* Common refuse and recycling containers shall not be visible from the public right-of-way or from adjacent residential uses and shall be screened by landscaping. Fences or walls may be used if located outside a required setback.
 - c. *Enclosure and Container Materials.*
 - i. Enclosure materials shall be the same as those of the primary building.
 - ii. Containers used for the collection and storage of refuse and recyclable materials shall meet the standards of the waste collection company and be:
 - (a) Constructed of a durable waterproof and rustproof material;
 - (b) Enclosed and covered when the site is not attended;
 - (c) Secured from unauthorized entry or removal of material; and
 - (d) Shall be sized to accommodate the volume of materials collected between collection schedules.
 - (e) Required refuse collection must be grouped together and equally accessible to residents.
 - d. *Clear Zone.* The area in front of and surrounding all enclosure types shall be kept clear of obstructions and accessible.
 - e. *Drainage.* The floor of the enclosure shall have a drain that connects to the sanitary sewer system.
5. **Lighting.**
- a. *Entrance Lighting.* Light fixture(s) at all building entries required.

- b. *Façade Lighting.* Lighting on facades shall be incorporated into façade design for all facades. Fixtures shall:
 - i. Be shielded and directed downward onto the building facade and onto entry paving.
 - ii. Exhibit the same architectural style, design, and character as the primary building.
 - c. *Low-level Lighting.* Low-level lighting shall be provided to ensure entry paths, entry stairs and driveways, garage and building entries are illuminated.
- 6. **Energy Efficiency.**
 - a. All appliances must meet the applicable adopted Reach Codes.
 - b. All appliances, HVAC and lighting shall be electric and energy-efficient.
- 7. **Parking Reductions.** One of the following parking reductions may be taken per development proposal:
 - a. *Shared Parking Reductions.* Where a parking facility serves more than one non-residential use, the required parking spaces for both the residential and non-residential uses may be reduced up to 40 percent if:
 - i. The peak hours of use do not overlap or coincide by more than 2 hours; or
 - ii. A parking demand study prepared by an independent traffic engineering professional approved by the City finds that a proposed reduction will meet the development's projected parking demand.
 - b. *Transportation Demand Management (TDM) Parking Reductions.* The required parking for non-residential uses that incorporate one or more of the following Transportation Demand Measures may be reduced by 40 percent:
 - i. A minimum of three designated car-share, vanpool, or carpool parking spaces;
 - ii. On-site showers and lockers in a secured area contiguous with long-term bicycle storage area; or
 - iii. Transit subsidies or reimbursement offered to all residents and employees.

7.07.02 Terms

Arched Window. Window that is rounded at the top.

Blank Wall. A portion of a façade on any floor of a building that that does not include a transparent window or door between the level of the finished floor and the level of the ceiling.

Common Open Space. Courtyards, sport courts, play areas, gardens, or other open spaces for communal use within a development and accessible by all residents of the development.

Dentilled Cornice. A dentil, or small block, used as a repeating ornament under a cornice.

Divided Lites. A window with individual panes of glass separated by muntins, typically arranged in a grid. Simulated divided lite windows are made from a single, large pane of glass with a surface grid attached to one side.

Façade Bay. A section of a building between vertical lines or planes, as defined by columns, pilasters, bay windows, or other horizontal projections or recesses.

Finished Floor. The top layer of flooring.

Forecourt. A type of frontage with a portion of the façade set back from the primary façade creating a small courtyard space. The courtyard may be used as an entry court or as shared garden space for apartment buildings, or as an additional shopping or restaurant seating area within retail and service areas.

Private Open Space. A yard, patio, porch, or balcony directly accessible from the dwelling unit for which the open space provides an opportunity for private outdoor recreation and relaxation of the resident(s) of the associated dwelling unit.

Rowhouse. A single-family dwelling that shares a party wall with another of the same type placed side-by-side with individual entries along the front and dedicated private open space for each unit typically located in the rear. Each unit has its own front access at the ground floor. Also known as a townhouse or townhome.

Secured. An area where access is restricted to tenants or to people employed by businesses in a building.

Shared Garage. A structured parking area that is shared by multiple residential units or commercial spaces.

Shopfront. A type of frontage, typically for commercial and retail use, where the façade is aligned close to the frontage line with the building entrance at the level of the sidewalk.

Townhouse. See Rowhouse.

Part V.

The approved amendments include administrative and formatting changes to update the table of contents, and references to the ADU, multifamily development, mixed-use development and City processes in Chapter 1. Introduction and Chapter 2. The Design Review Process, including sections 2.05 (List of Exceptions to Design Review Permits), 2.06 (Design Review Submittal Guidelines and Checklist), 2.07 (Story Poles), and 2.08 (Site Visits).

Part VI.

The approved amendments include the addition of ADU Prototype Plans as Appendix A to the Piedmont Design Standards and Guidelines consisting of the following prototype building elevations and floor plans.

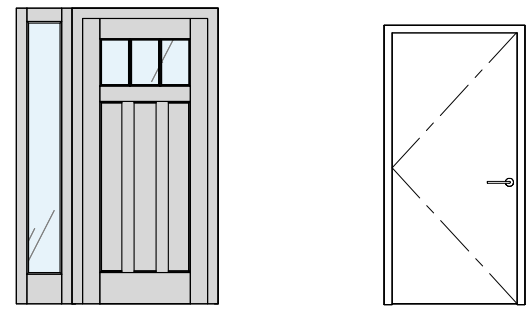
Appendix A ADU Prototype Plans

The following pages provide prototype drawings sets for three different single-story accessory dwelling units that are code-compliant, feasible on a typical Piedmont lot, and demonstrative of design priorities and preferences expressed by the Piedmont community. Included are:

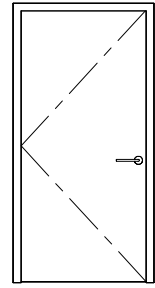
- **Pages A1-1 through A3-2:** A detached studio ADU, 500 gross square feet, shown in Tudor, Craftsman, and Spanish styles.
- **Pages B1-1 through B3-2:** A detached one-bedroom ADU, 800 gross square feet, shown in Tudor, Craftsman, and Spanish styles.
- **Page C1-1:** A garage conversion, 484 gross square feet.

These are "Planning permit-ready" designs that can be submitted to Piedmont's Planning Division pursuant to division 17.38.075 of the City Code for issuance of Planning permit for rent-restricted AUDs for a period of 10 years. The ADU designs must then be further developed with items including engineering plans, Title 24, and construction details, and then submitted to Piedmont's Building Division for formal review and issuance of a Building Permit.

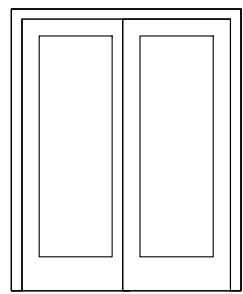
PRINTED 10/4/2022 1:44:30 PM



A1



B1

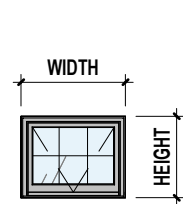


C1

DOOR SCHEDULE

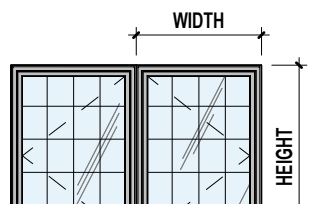
TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
A1	EXT. UNIT ENTRY	3'-0"	7'-0"	ALUM. CLAD WD OR WD	SIDELIGHTS VARY BY STYLE, SEE ELEVATIONS
B0	EXTERIOR DOOR	2'-0"	6'-6"	ALUM. CLAD WD OR WD	TO WATER HEATER CLOSET
B1	INTERIOR DOOR	2'-4"	6'-6"	WD	
B2	INTERIOR DOOR	2'-8"	6'-6"	WD	
C1	DOUBLE SLIDING - SINGLE FLAT PANEL	4'-0"	6'-6"	WD	

AWNING



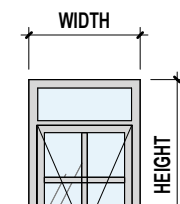
AW

DOUBLE CASEMENT



CS

FIXED OVER AWNING



FA

WINDOW SCHEDULE

TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
AW1	AWNING	2'-6"	2'-0"	ALUM. CLAD WD	TEMPERED GLASS AT BATHROOM
CS2	DOUBLE CASEMENT	2'-6"	4'-0"	ALUM. CLAD WD	EGRESS WINDOWS INDICATED W/ ★
CS3	DOUBLE CASEMENT	2'-6"	4'-6"	ALUM. CLAD WD	
FA1	FIXED OVER AWNING	2'-8"	4'-0"	ALUM. CLAD WD	

WINDOW NOTES

- ANY NEW WINDOWS WITHIN 10 FEET OF AN ADJACENT DWELLING SHALL HAVE FROSTED GLAZING.
- ALL WINDOWS TO BE RECESSED 2" FROM THE WALL PLANE.
- RESCUE WINDOWS SHALL COMPLY W/ THE FOLLOWING:
 - MIN. OPENING HEIGHT 24"
 - MIN. OPENING WIDTH 20"
 - MAX. 44" MEASURED FROM THE FLOOR
 - 5.7 SQ. FT. MIN. AREA
- BATHROOM WINDOWS AND WINDOWS WITHIN DOOR SWING TO BE TEMPERED.

CODE NOTES

GROSS SQUARE FOOTAGE: 500 SF

CEILING HEIGHTS: 8'-0", WITH POTENTIAL TO MAKE VAULTED

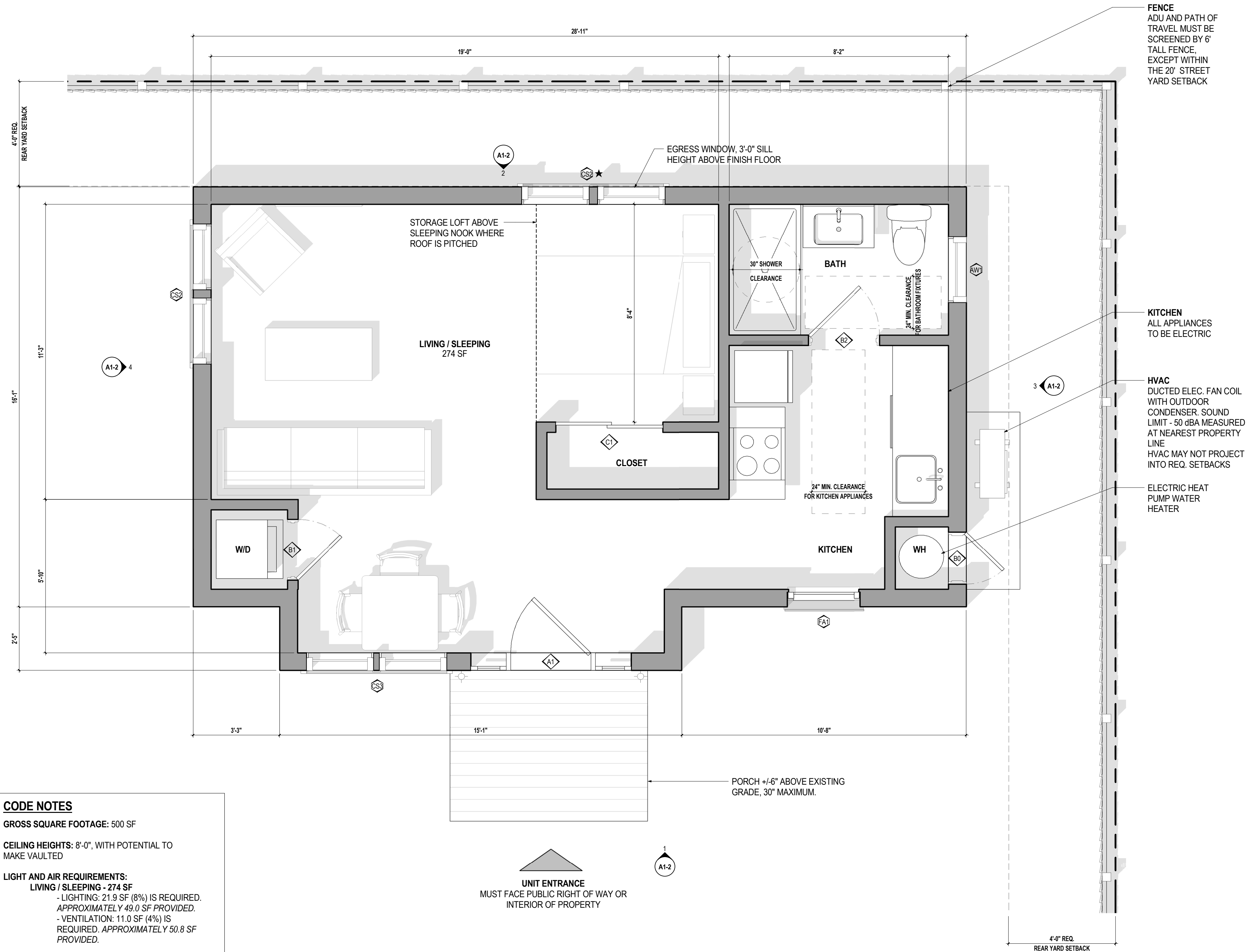
LIGHT AND AIR REQUIREMENTS:
LIVING / SLEEPING - 274 SF

- LIGHTING: 21.9 SF (8%) IS REQUIRED. APPROXIMATELY 49.0 SF PROVIDED.
- VENTILATION: 11.0 SF (4%) IS REQUIRED. APPROXIMATELY 50.8 SF PROVIDED.

OTHER NOTES:

- FRONT ENTRANCE FACES THE PUBLIC RIGHT OF WAY OR THE INTERIOR OF PROPERTY
- THE UNIT FEATURES ALL ELECTRICAL APPLIANCES
- WUI FIRE-RESISTANT MATERIALS AT PORCH, ROOF, DECKING, AND EAVES
- FOR DOWNSLOPING LOTS, BUILDING BASE WILL REQUIRE WATER TABLE / COURSE BAND WITH CONTRASTING DARKER STUCCO TO THE GROUND LEVEL
- REQUIRED SETBACKS ARE 4' FOR REAR AND SIDE YARDS AND 20' FOR STREET YARDS. ROOF EAVES MAY PROJECT INTO SETBACKS

A - STUDIO	
ROOM	AREA
A - STUDIO	
LIVING / SLEEPING	274 SF
KITCHEN	78 SF
BATH	41 SF
CLOSET	14 SF
WD	9 SF
WH	5 SF
GSF:	500 SF



FENCE
ADU AND PATH OF
TRAVEL MUST BE
SCREENED BY 6'
TALL FENCE,
EXCEPT WITHIN
THE 20' STREET
YARD SETBACK

KITCHEN
ALL APPLIANCES
TO BE ELECTRIC

HVAC
DUCTED ELEC. FAN COIL
WITH OUTDOOR
CONDENSER. SOUND
LIMIT - 50 dBA MEASURED
AT NEAREST PROPERTY
LINE
HVAC MAY NOT PROJECT
INTO REQ. SETBACKS

ELECTRIC HEAT
PUMP WATER
HEATER

PORCH +1-6" ABOVE EXISTING
GRADE, 30" MAXIMUM.

UNIT ENTRANCE
MUST FACE PUBLIC RIGHT OF WAY OR
INTERIOR OF PROPERTY

1/2" = 1'-0"

A1 STUDIO - TUDOR - FLOOR PLAN

1

OPENSCOPE

ARCHITECTURE | URBANISM | DESIGN

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

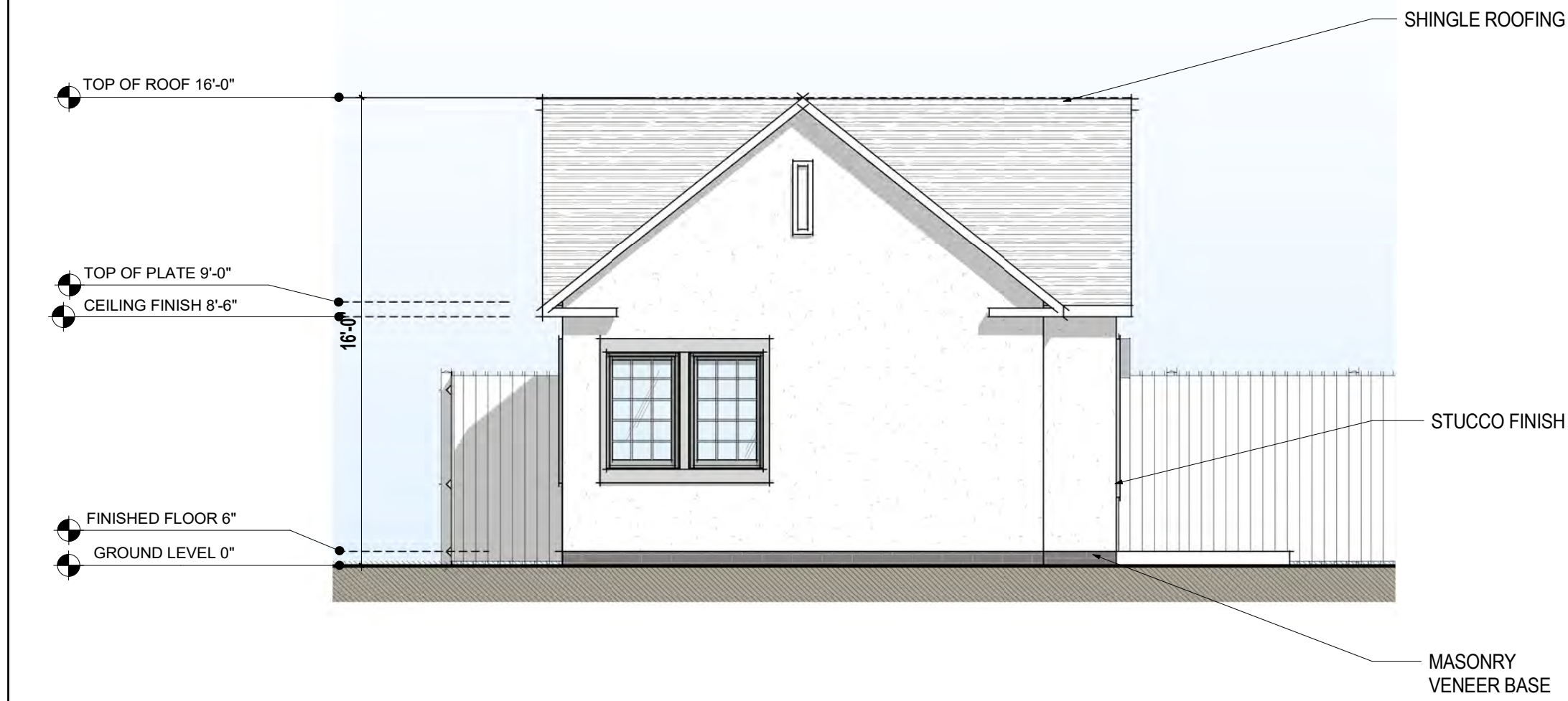
ISSUE DATE
10/04/2022

REVISIONS
NO. DATE.

SCALE
As indicated

FLOOR PLAN

A1-1



1/4" = 1'-0"

A1 - TUDOR - WEST ELEVATION

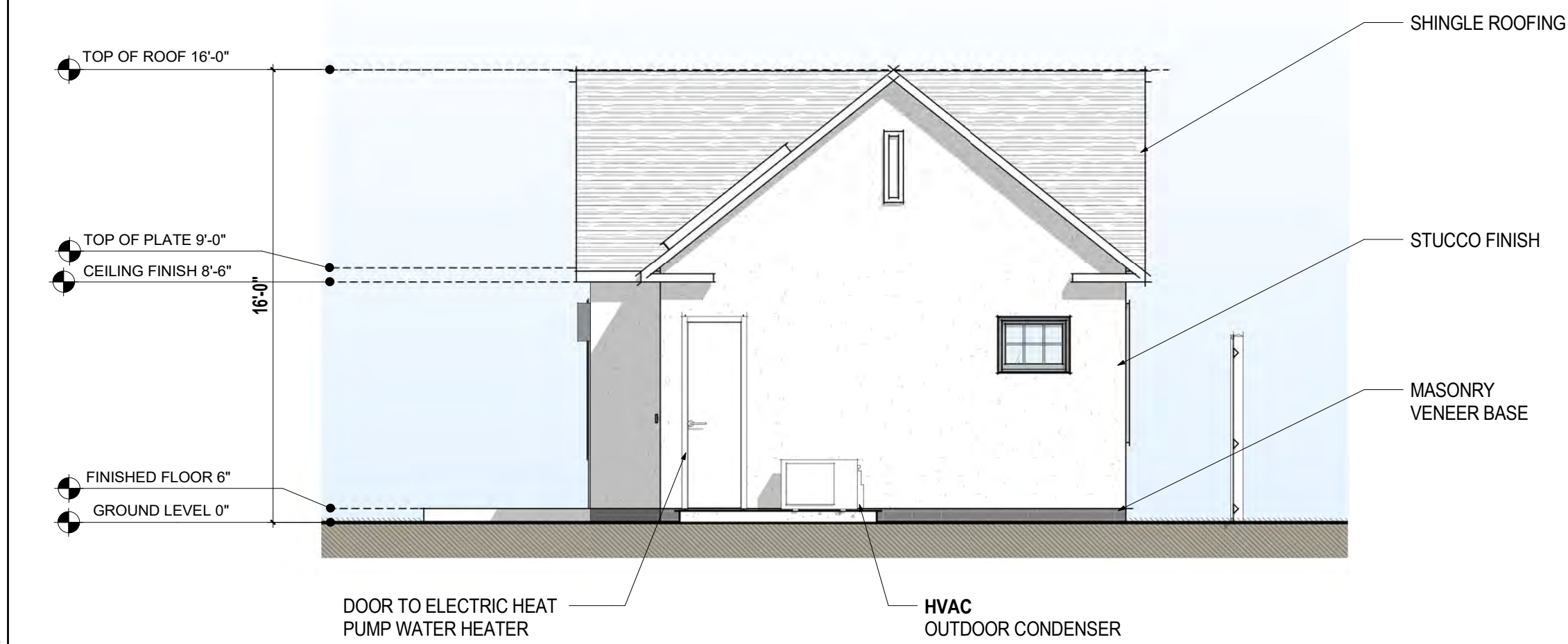
4



1/4" = 1'-0"

A1 - TUDOR - NORTH ELEVATION

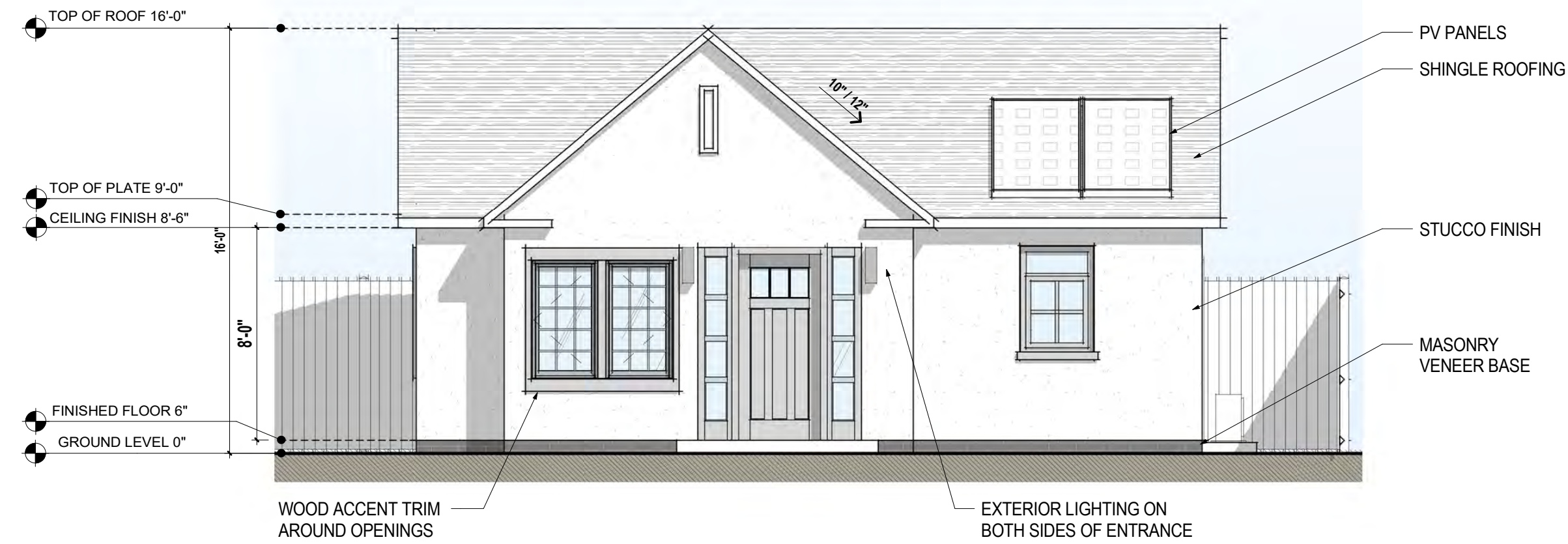
2



1/4" = 1'-0"

A1 - TUDOR - EAST ELEVATION

3



1/4" = 1'-0"

A1 - TUDOR - SOUTH ELEVATION

1

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

ISSUE DATE
10/04/2022

REVISIONS
NO. DATE

SCALE
1/4" = 1'-0"

ELEVATIONS

A1-2

10/4/2022 1:44:36 PM

A1

B1

C1

DOOR SCHEDULE					
TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
A1	EXT. UNIT ENTRY	3'-0"	7'-0"	ALUM. CLAD WD OR WD	SIDELIGHTS VARY BY STYLE, SEE ELEVATIONS
B0	EXTERIOR DOOR	2'-0"	6'-8"	ALUM. CLAD WD OR WD	TO WATER HEATER CLOSET
B1	INTERIOR DOOR	2'-4"	6'-8"	WD	
B2	INTERIOR DOOR	2'-8"	6'-8"	WD	
C1	DOUBLE SLIDING SINGLE FLAT PANEL	4'-0"	6'-8"	WD	

AWNING

AW

DOUBLE CASEMENT

CS

FIXED OVER AWNING

FA

TRIPLE SINGLE HUNG

SH

WINDOW SCHEDULE - CRAFTSMAN					
TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
AW1	AWNING	2'-6"	2'-0"	ALUM. CLAD WD	TEMPERED GLASS AT BATHROOM
CS2	DOUBLE CASEMENT	2'-6"	4'-0"	ALUM. CLAD WD	EGRESS WINDOWS INDICATED WITH A
CS3	DOUBLE CASEMENT	2'-6"	4'-6"	ALUM. CLAD WD	
FA1	FIXED OVER AWNING	2'-8"	4'-0"	ALUM. CLAD WD	
SH1	TRIPLE SINGLE HUNG	2'-0"	4'-6"	ALUM. CLAD WD	

- WINDOW NOTES**
- ANY NEW WINDOWS WITHIN 10 FEET OF AN ADJACENT DWELLING SHALL HAVE FROSTED GLAZING.
 - ALL WINDOWS TO BE RECESSED 2" FROM THE WALL PLANE.
 - RESCUE WINDOWS SHALL COMPLY WITH THE FOLLOWING:
 - MIN. OPENING HEIGHT 24"
 - MIN. OPENING WIDTH 20"
 - MAX. 44" MEASURED FROM THE FLOOR
 - 5.7 SQ. FT. MIN. AREA
 - BATHROOM WINDOWS AND WINDOWS WITHIN DOOR SWING TO BE TEMPERED.

CODE NOTES

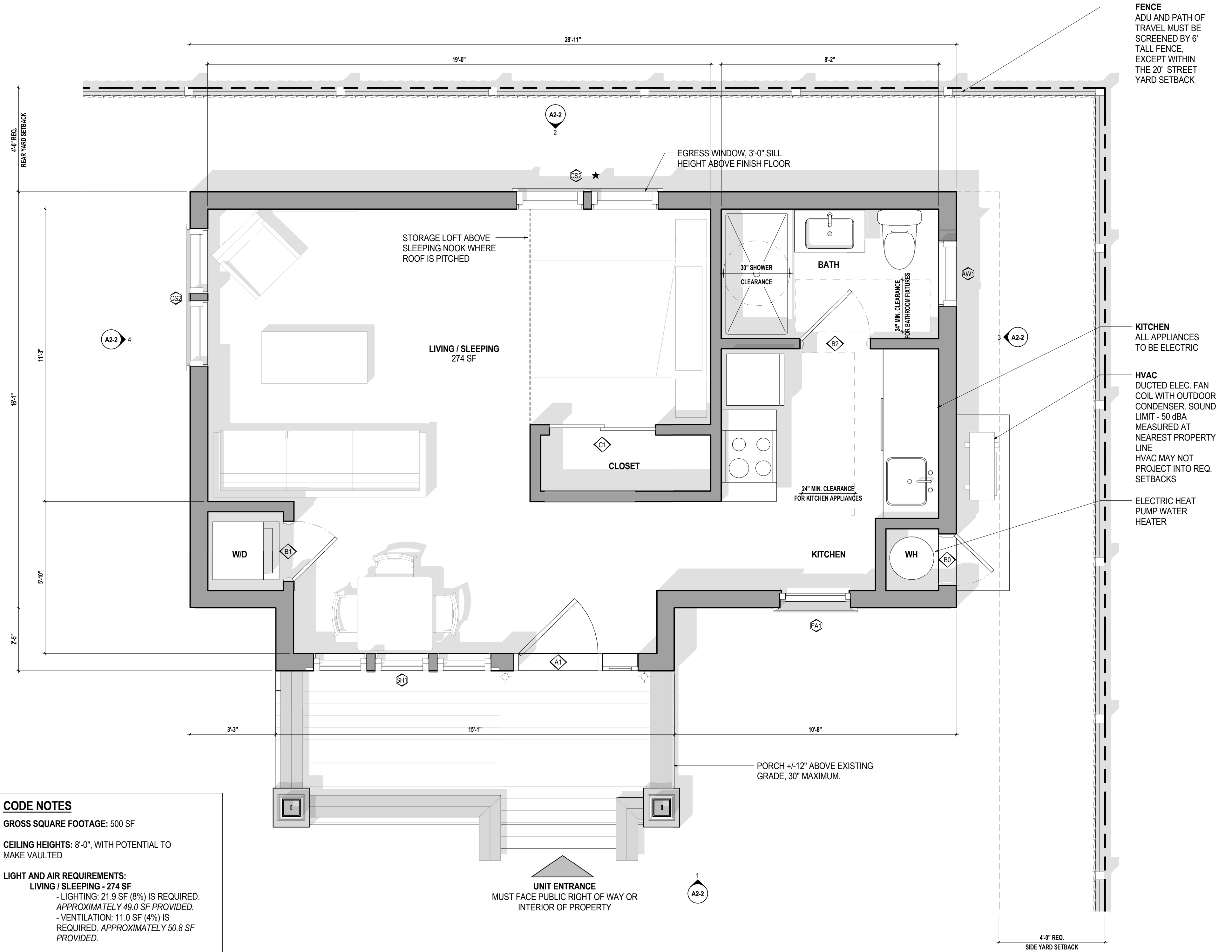
GROSS SQUARE FOOTAGE: 500 SF

CEILING HEIGHTS: 8'-0", WITH POTENTIAL TO MAKE VAULTED

LIGHT AND AIR REQUIREMENTS:
LIVING / SLEEPING - 274 SF
- LIGHTING: 21.9 SF (8%) IS REQUIRED. APPROXIMATELY 49.0 SF PROVIDED.
- VENTILATION: 11.0 SF (4%) IS REQUIRED. APPROXIMATELY 50.8 SF PROVIDED.

OTHER NOTES:
- FRONT ENTRANCE FACES THE PUBLIC RIGHT OF WAY OR THE INTERIOR OF PROPERTY
- THE UNIT FEATURES ALL ELECTRICAL APPLIANCES
- WUI FIRE-RESISTANT MATERIALS AT PORCH, ROOF, DECKING, AND EAVES
- FOR DOWNSLOPING LOTS, BUILDING BASE WILL REQUIRE WATER TABLE / COURSE BAND WITH CONTRASTING DARKER STUCCO TO THE GROUND LEVEL
- REQUIRED SETBACKS ARE 4' FOR REAR AND SIDE YARDS AND 20' FOR STREET YARDS. ROOF EAVES MAY PROJECT INTO SETBACKS

A - STUDIO	
ROOM	AREA
A - STUDIO	
LIVING / SLEEPING	274 SF
KITCHEN	78 SF
BATH	41 SF
CLOSET	14 SF
WD	9 SF
WH	5 SF
	421 SF
GSF:	500 SF



FENCE
ADU AND PATH OF
TRAVEL MUST BE
SCREENED BY 6'
TALL FENCE,
EXCEPT WITHIN
THE 20' STREET
YARD SETBACK

KITCHEN
ALL APPLIANCES
TO BE ELECTRIC

HVAC
DUCTED ELEC. FAN
COIL WITH OUTDOOR
CONDENSER. SOUND
LIMIT - 50 dBA
MEASURED AT
NEAREST PROPERTY
LINE
HVAC MAY NOT
PROJECT INTO REQ.
SETBACKS

ELECTRIC HEAT
PUMP WATER
HEATER

1/2" = 1'-0" A2 STUDIO - CRAFTSMAN - FLOOR PLAN 1

OPENSOURCE

ARCHITECTURE | URBANISM | DESIGN

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

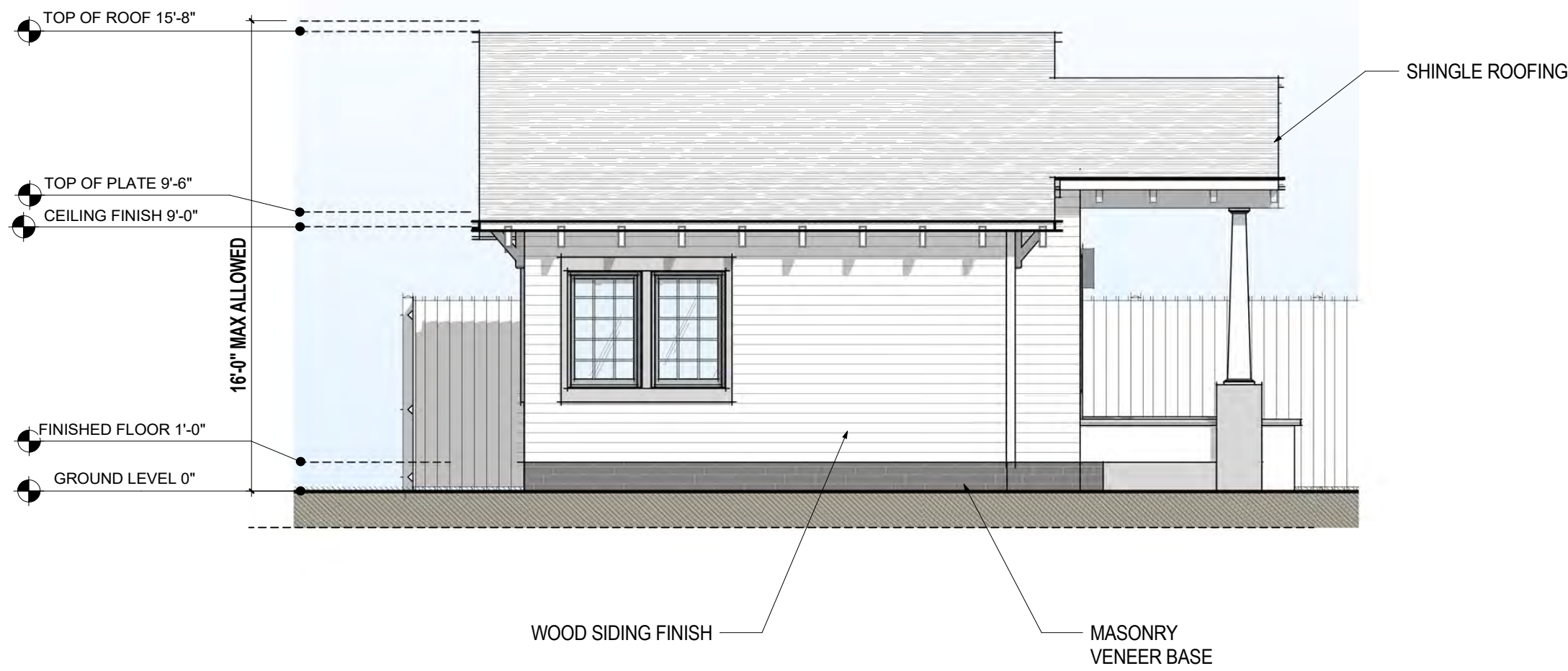
ISSUE DATE
10/04/2022

REVISIONS
NO. DATE

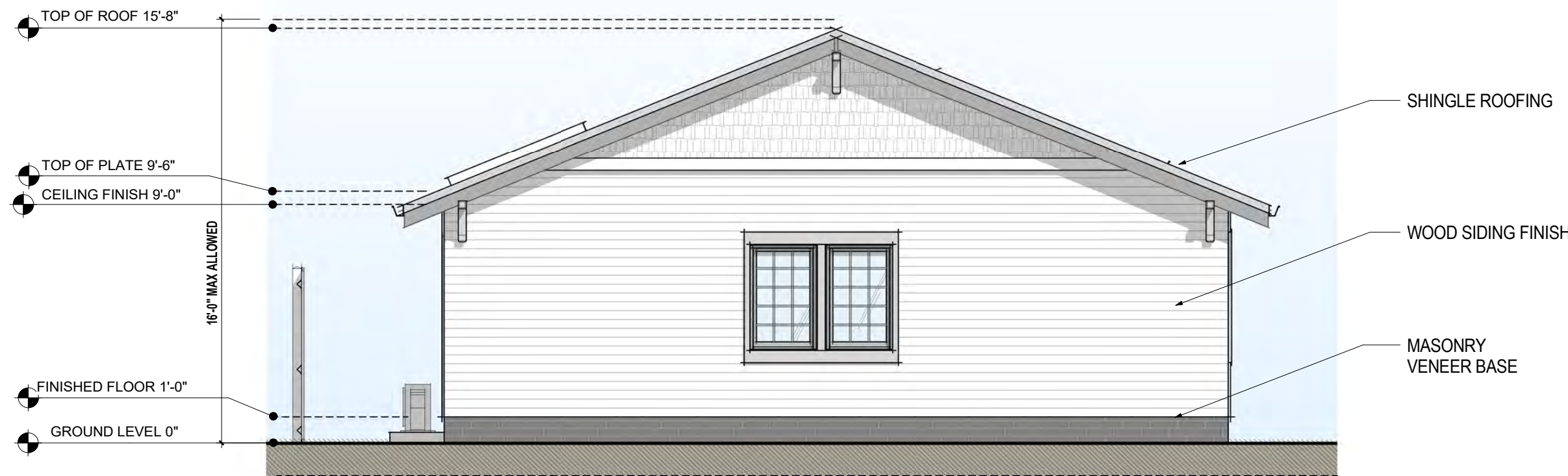
SCALE
As indicated

FLOOR PLAN

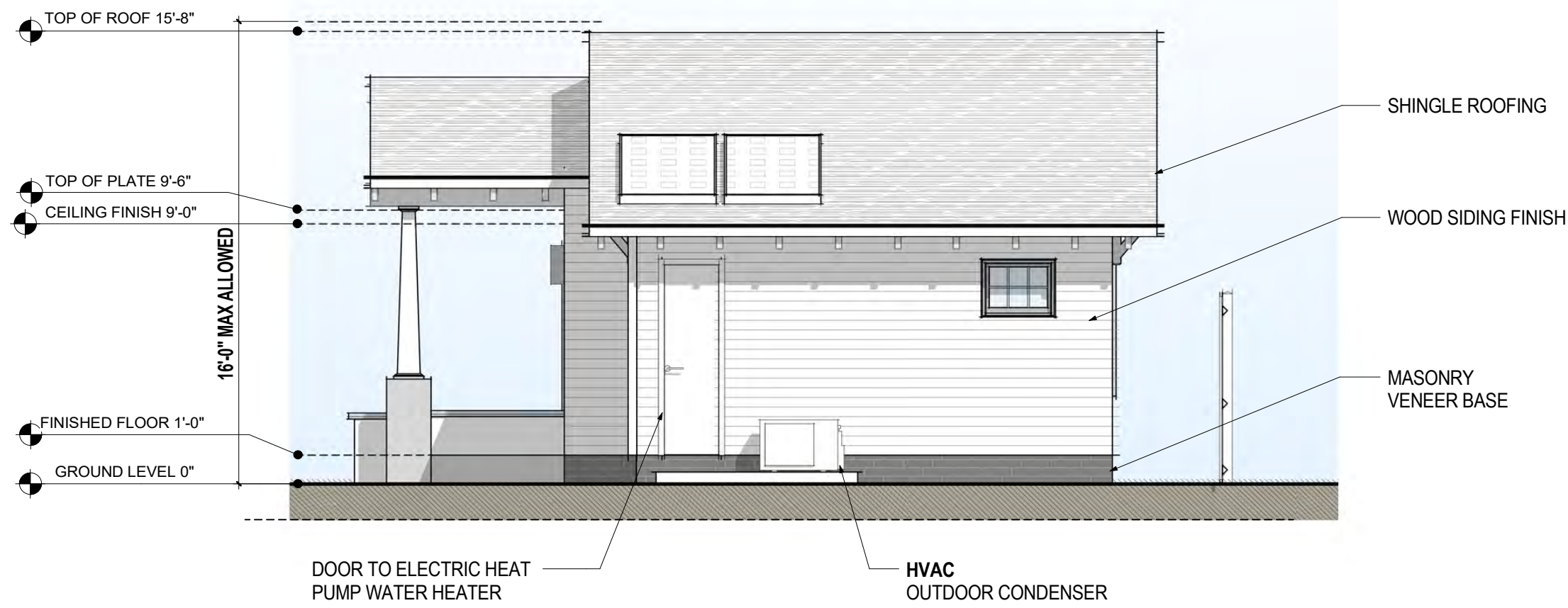
A2-1



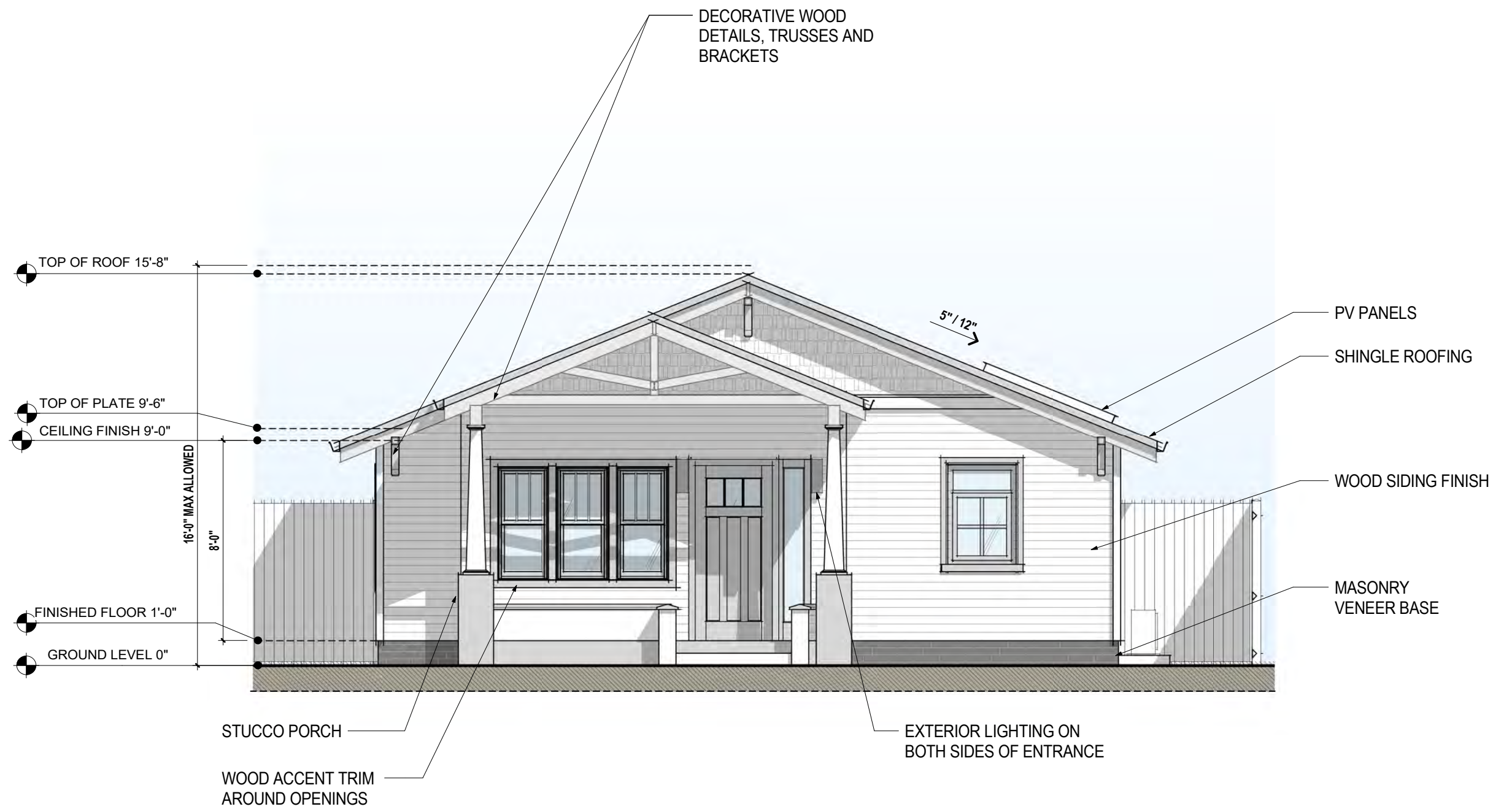
1/4" = 1'-0" A2 - CRAFTSMAN - WEST ELEVATION 4



1/4" = 1'-0" A2 - CRAFTSMAN - NORTH ELEVATION 2



1/4" = 1'-0" A2 - CRAFTSMAN - EAST ELEVATION 3



1/4" = 1'-0" A2 - CRAFTSMAN - SOUTH ELEVATION 1

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

ISSUE DATE
10/04/2022

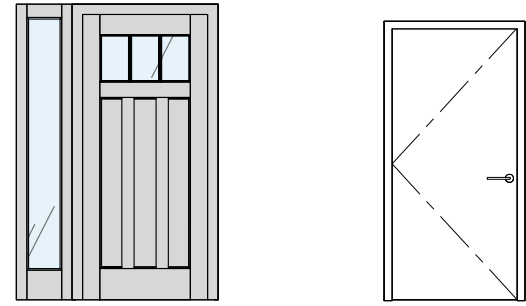
REVISIONS
NO. DATE

SCALE
1/4" = 1'-0"

ELEVATIONS

A2-2

PRINTED 10/4/2022 1:44:32 PM



A1

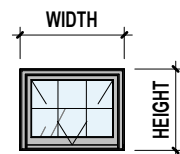
B1

C1

DOOR SCHEDULE

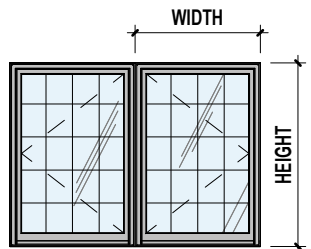
TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
A1	EXT. UNIT ENTRY	3'-0"	7'-0"	ALUM. CLAD WD OR WD	SIDELIGHTS VARY BY STYLE; SEE ELEVATIONS
B0	EXTERIOR DOOR	2'-0"	6'-8"	ALUM. CLAD WD OR WD	TO WATER HEATER CLOSET
B1	INTERIOR DOOR	2'-4"	6'-8"	WD	
B2	INTERIOR DOOR	2'-8"	6'-8"	WD	
C1	DOUBLE SLIDING - SINGLE FLAT PANEL	4'-0"	6'-8"	WD	

AWNING



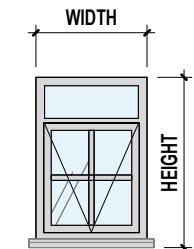
AW

DOUBLE CASEMENT



CS

FIXED OVER AWNING



FA

WINDOW SCHEDULE

TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
AW1	AWNING	2'-6"	2'-0"	ALUM. CLAD WD	TEMPERED GLASS AT BATHROOM
CS2	DOUBLE CASEMENT	2'-6"	4'-0"	ALUM. CLAD WD	EGRESS WINDOWS INDICATED W/ ★
CS3	DOUBLE CASEMENT	2'-6"	4'-6"	ALUM. CLAD WD	
FA1	FIXED OVER AWNING	2'-8"	4'-0"	ALUM. CLAD WD	

WINDOW NOTES

- ANY NEW WINDOWS WITHIN 10 FEET OF AN ADJACENT DWELLING SHALL HAVE FROSTED GLAZING.
- ALL WINDOWS TO BE RECESSED 2" FROM THE WALL PLANE.
- RESCUE WINDOWS SHALL COMPLY W/ THE FOLLOWING:
 - MIN. OPENING HEIGHT 24"
 - MIN. OPENING WIDTH 20"
 - MAX. 44" MEASURED FROM THE FLOOR
 - 5.7 SQ. FT. MIN. AREA
- BATHROOM WINDOWS AND WINDOWS WITHIN DOOR SWING TO BE TEMPERED.

CODE NOTES

GROSS SQUARE FOOTAGE: 500 SF

CEILING HEIGHTS: 8'-0", WITH POTENTIAL TO MAKE VAULTED

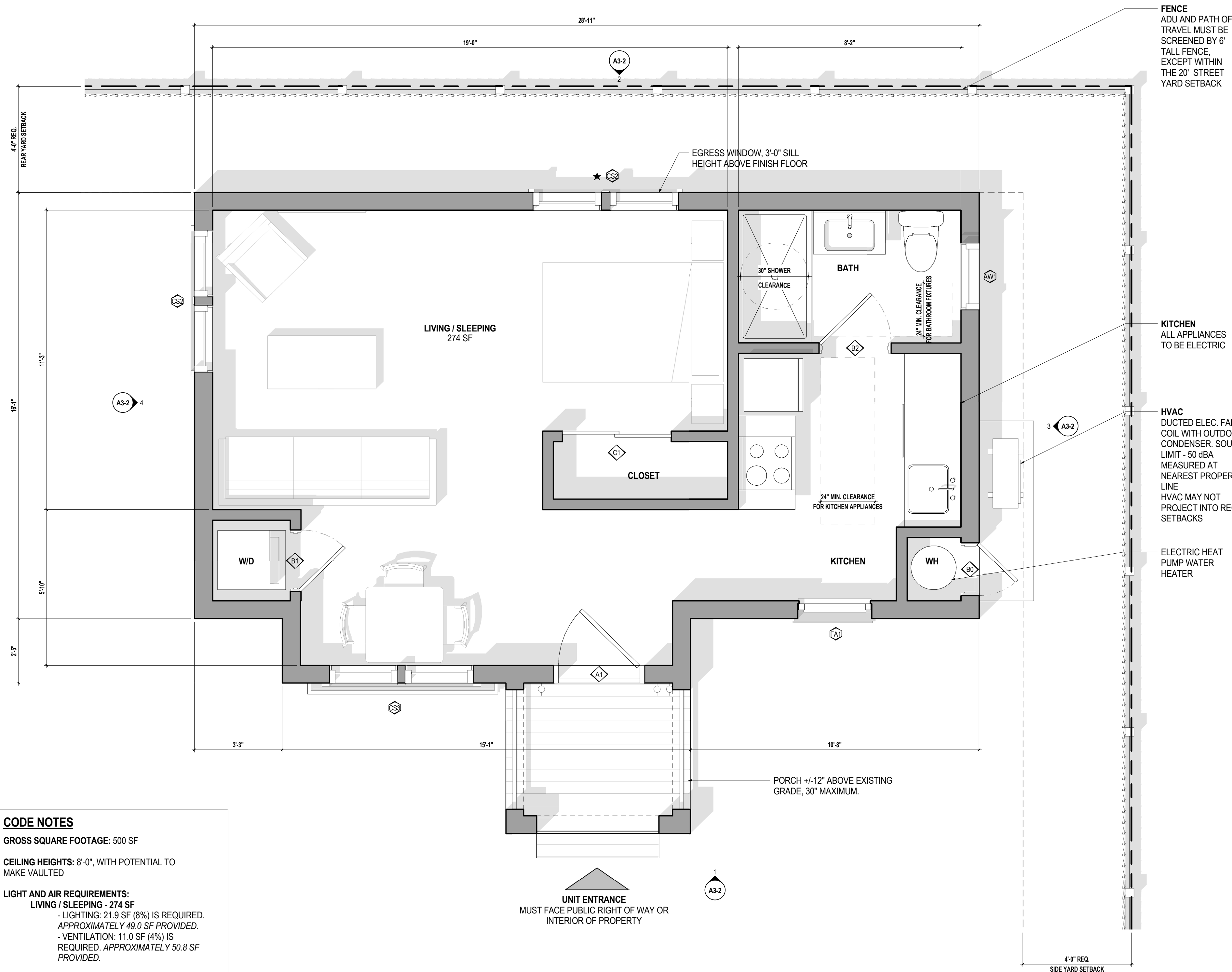
LIGHT AND AIR REQUIREMENTS:
LIVING / SLEEPING - 274 SF

- LIGHTING: 21.9 SF (8%) IS REQUIRED. APPROXIMATELY 49.0 SF PROVIDED.
- VENTILATION: 11.0 SF (4%) IS REQUIRED. APPROXIMATELY 50.8 SF PROVIDED.

OTHER NOTES:

- FRONT ENTRANCE FACES THE PUBLIC RIGHT OF WAY OR THE INTERIOR OF PROPERTY
- THE UNIT FEATURES ALL ELECTRICAL APPLIANCES
- WUI FIRE-RESISTANT MATERIALS AT PORCH, ROOF, DECKING, AND EAVES
- FOR DOWNSLOPING LOTS, BUILDING BASE WILL REQUIRE WATER TABLE / COURSE BAND WITH CONTRASTING DARKER STUCCO TO THE GROUND LEVEL
- REQUIRED SETBACKS ARE 4' FOR REAR AND SIDE YARDS AND 20' FOR STREET YARDS. ROOF EAVES MAY PROJECT INTO SETBACKS

A - STUDIO	
ROOM	AREA
A - STUDIO	
LIVING / SLEEPING	274 SF
KITCHEN	78 SF
BATH	41 SF
CLOSET	14 SF
WD	9 SF
WH	5 SF
GSF:	500 SF



FENCE
ADU AND PATH OF
TRAVEL MUST BE
SCREENED BY 6'
TALL FENCE,
EXCEPT WITHIN
THE 20' STREET
YARD SETBACK

KITCHEN
ALL APPLIANCES
TO BE ELECTRIC

HVAC
DUCTED ELEC. FAN
COIL WITH OUTDOOR
CONDENSER. SOUND
LIMIT - 50 dBA
MEASURED AT
NEAREST PROPERTY
LINE
HVAC MAY NOT
PROJECT INTO REQ.
SETBACKS

ELECTRIC HEAT
PUMP WATER
HEATER

1/2" = 1'-0"

A2 STUDIO - SPANISH - FLOOR PLAN

1

OPENSCOPE

ARCHITECTURE | URBANISM | DESIGN

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

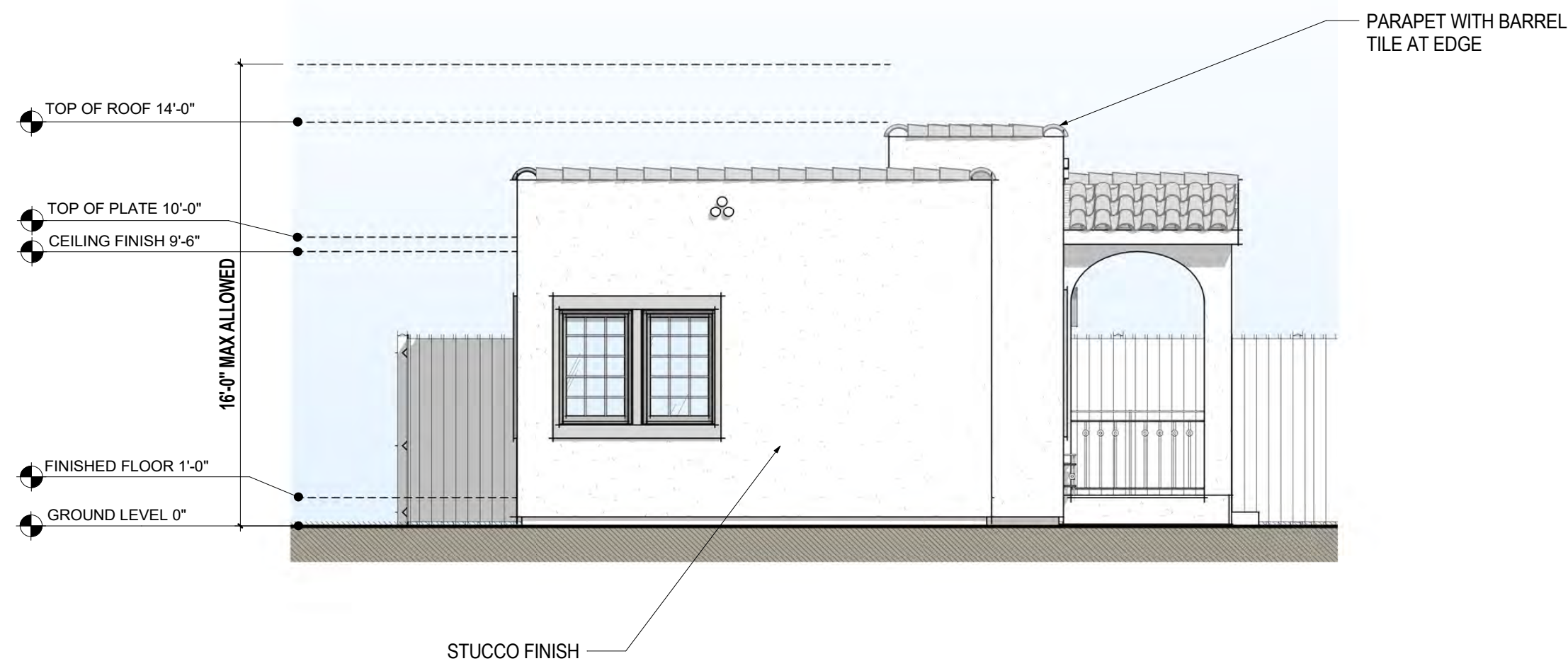
ISSUE DATE
10/04/2022

REVISIONS
NO. DATE.

SCALE
As indicated

FLOOR PLAN

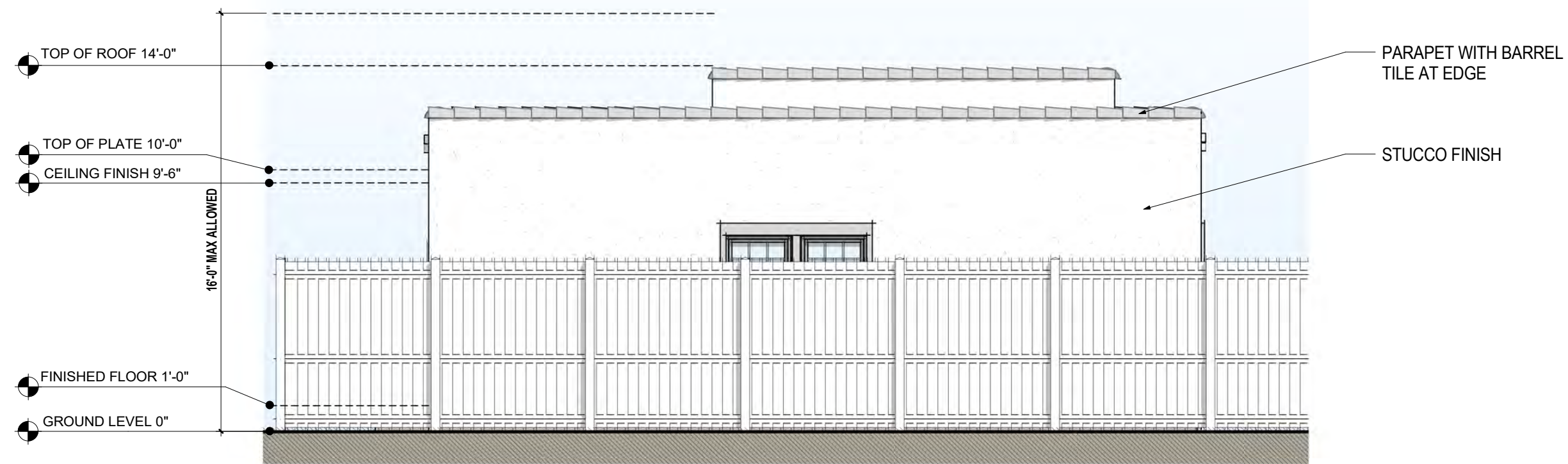
A3-1



1/4" = 1'-0"

A3 - SPANISH - WEST ELEVATION

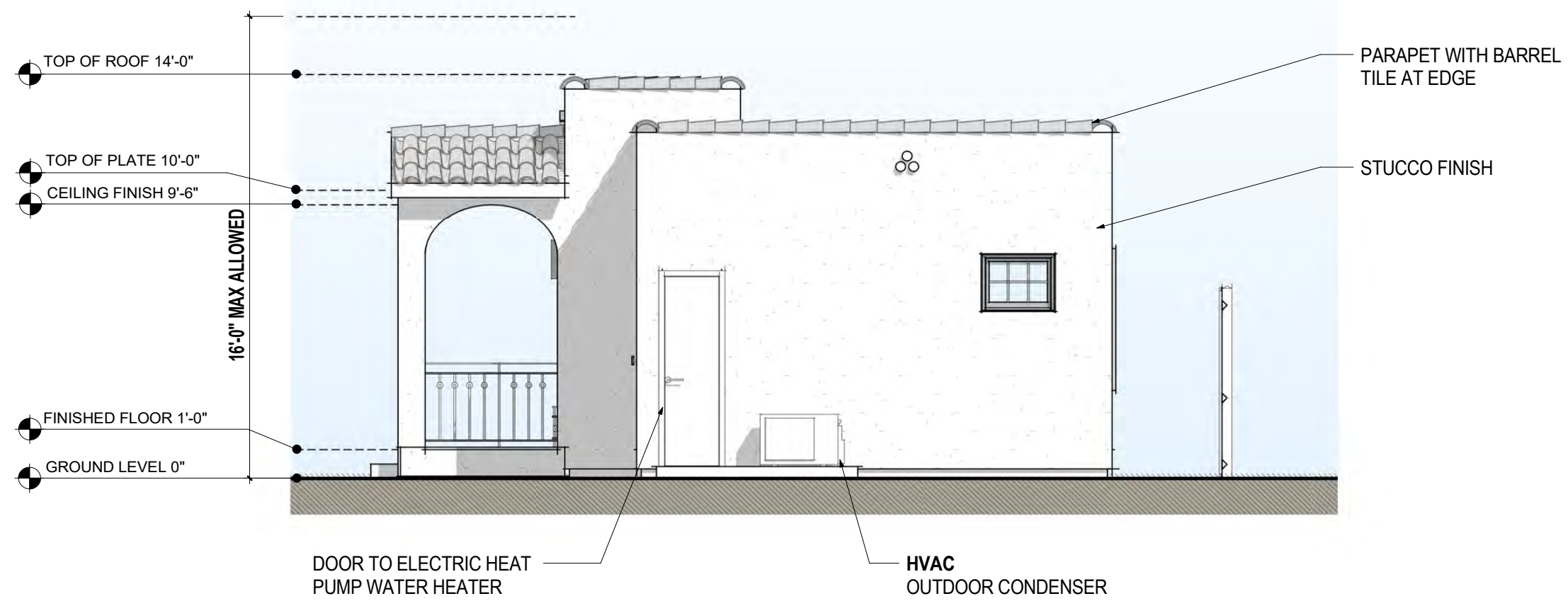
4



1/4" = 1'-0"

A3 - SPANISH - NORTH ELEVATION

2



1/4" = 1'-0"

A3 - SPANISH - EAST ELEVATION

3



1/4" = 1'-0"

A3 - SPANISH - SOUTH ELEVATION

1

CONSULTANTS

PROJECT
1915
**PIEDMONT
ADU
PROGRAM**

PROJECT ADDRESS

ISSUE DATE
10/04/2022

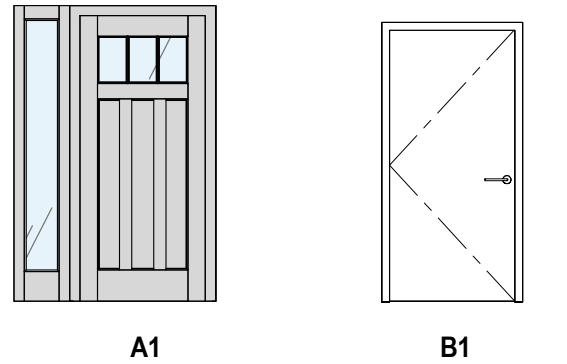
REVISIONS
NO. DATE

SCALE
1/4" = 1'-0"

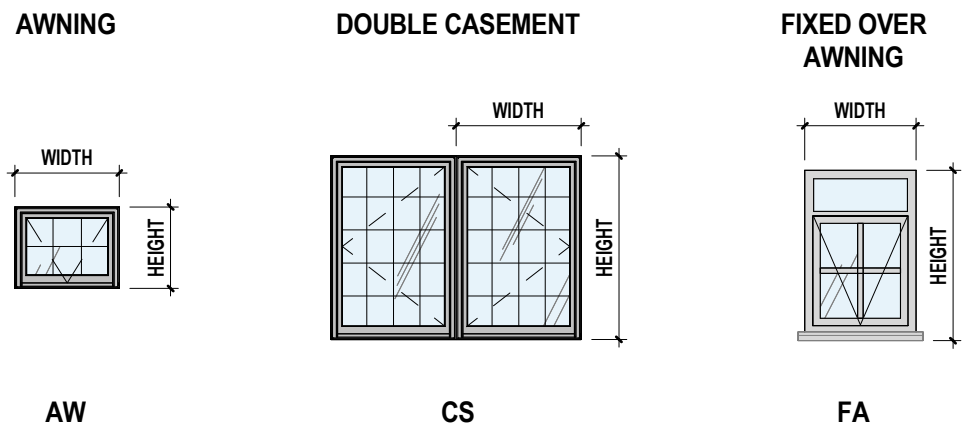
ELEVATIONS

A3-2

10/4/2022 1:44:39 PM



DOOR SCHEDULE - 1 BEDROOM						
TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS	
A1	EXT. UNIT ENTRY	3'-0"	7'-0"	ALUM. CLAD WD OR WD	SIDELIGHTS VARY BY STYLE, SEE ELEVATIONS	
B0	EXTERIOR DOOR	2'-0"	6'-8"	ALUM. CLAD WD OR WD	TO WATER HEATER CLOSET OR WD	
B1	INTERIOR DOOR	2'-4"	6'-8"	WD		
B2	INTERIOR DOOR	2'-8"	6'-8"	WD		
C1	DOUBLE SLIDING - SINGLE FLAT PANEL	4'-0"	6'-8"	WD		
D1	DOUBLE SWING - SINGLE FLAT PANEL	4'-0"	6'-8"	WD	WITH PARTIAL LOUVERS	

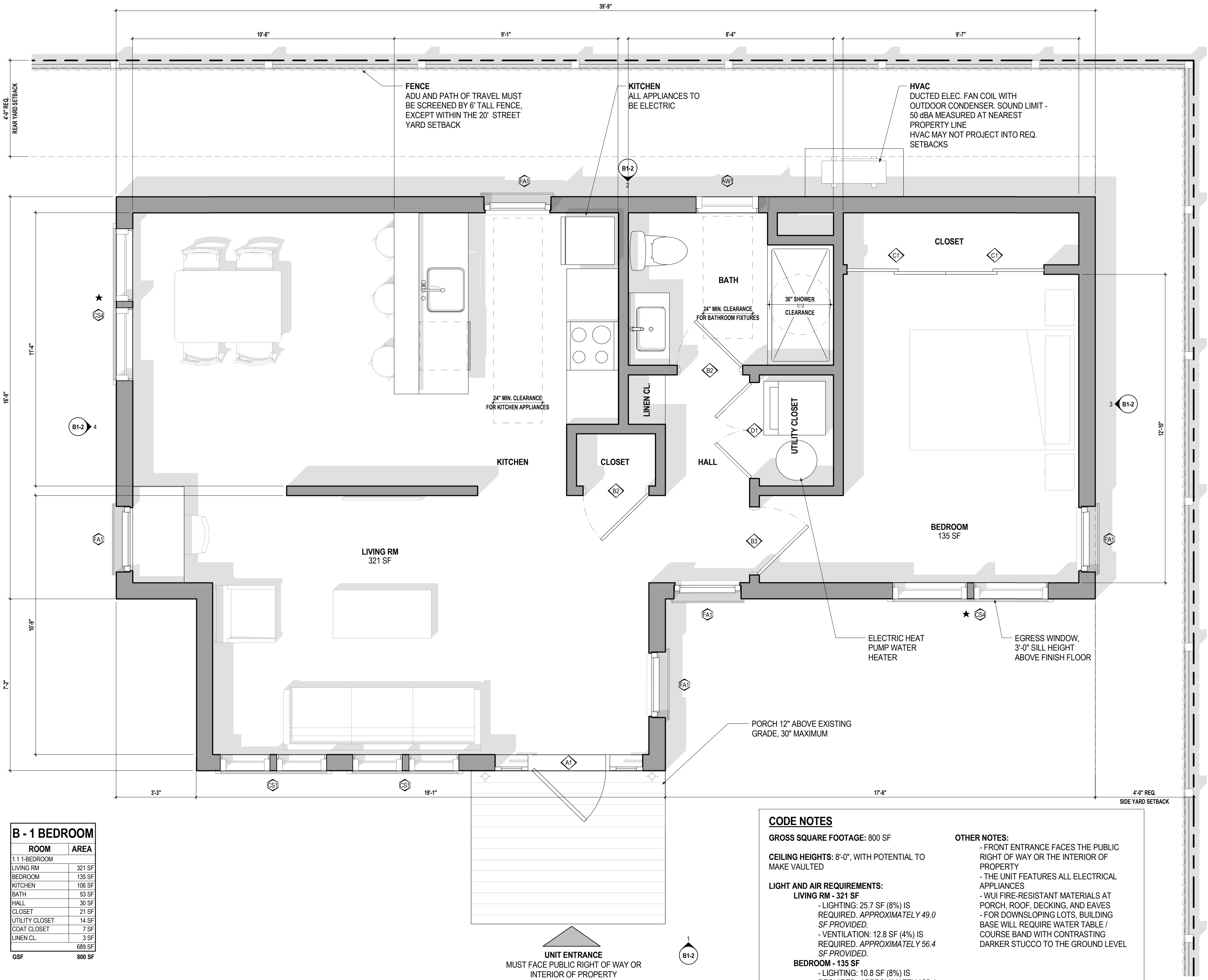


WINDOW SCHEDULE - 1BED					
TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
AW1	AWNING	2'-6"	2'-0"	ALUM. CLAD WD	TEMPERED GLASS AT BATHROOM
CS1	DOUBLE CASEMENT	2'-0"	4'-6"	ALUM. CLAD WD	
CS4	DOUBLE CASEMENT	3'-0"	4'-6"	ALUM. CLAD WD	EGRESS WINDOWS INDICATED W/ *
FA1	FIXED OVER AWNING	2'-8"	4'-0"	ALUM. CLAD WD	

WINDOW NOTES

- ANY NEW WINDOWS WITHIN 10 FEET OF AN ADJACENT DWELLING SHALL HAVE FROSTED GLAZING.
- ALL WINDOWS TO BE RECESSED 2" FROM THE WALL PLANE.
- RESCUE WINDOWS SHALL COMPLY W/ THE FOLLOWING:
 - MIN. OPENING HEIGHT 24"
 - MIN. OPENING WIDTH 20"
 - MAX. 44" MEASURED FROM THE FLOOR
 - 5.7 SQ. FT. MIN. AREA
- BATHROOM WINDOWS AND WINDOWS WITHIN DOOR SWING TO BE TEMPERED.

B - 1 BEDROOM	
ROOM	AREA
1.1 1-BEDROOM	
LIVING RM	321 SF
BEDROOM	135 SF
KITCHEN	106 SF
BATH	53 SF
HALL	30 SF
CLOSET	21 SF
UTILITY CLOSET	14 SF
COAT CLOSET	7 SF
LINEN CL.	3 SF
GSF	800 SF



CODE NOTES

GROSS SQUARE FOOTAGE: 800 SF

CEILING HEIGHTS: 8'-0", WITH POTENTIAL TO MAKE VAULTED

LIGHT AND AIR REQUIREMENTS:

LIVING RM - 321 SF

- LIGHTING: 25.7 SF (8%) IS REQUIRED. APPROXIMATELY 49.0 SF PROVIDED.
- VENTILATION: 12.8 SF (4%) IS REQUIRED. APPROXIMATELY 56.4 SF PROVIDED.

BEDROOM - 135 SF

- LIGHTING: 10.8 SF (8%) IS REQUIRED. APPROXIMATELY 25.4 SF PROVIDED.
- VENTILATION: 5.4 SF (4%) IS REQUIRED. APPROXIMATELY 28.71 SF PROVIDED.

OTHER NOTES:

- FRONT ENTRANCE FACES THE PUBLIC RIGHT OF WAY OR THE INTERIOR OF PROPERTY
- THE UNIT FEATURES ALL ELECTRICAL APPLIANCES
- WUI FIRE-RESISTANT MATERIALS AT PORCH, ROOF, DECKING, AND EAVES
- FOR DOWNSLOPING LOTS, BUILDING BASE WILL REQUIRE WATER TABLE / COURSE BAND WITH CONTRASTING DARKER STUCCO TO THE GROUND LEVEL

1/2" = 1'-0"

B1 1-BED - TUDOR - FLOOR PLAN

1

OPENSCOPE

ARCHITECTURE | URBANISM | DESIGN

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

ISSUE DATE
10/04/2022

REVISIONS

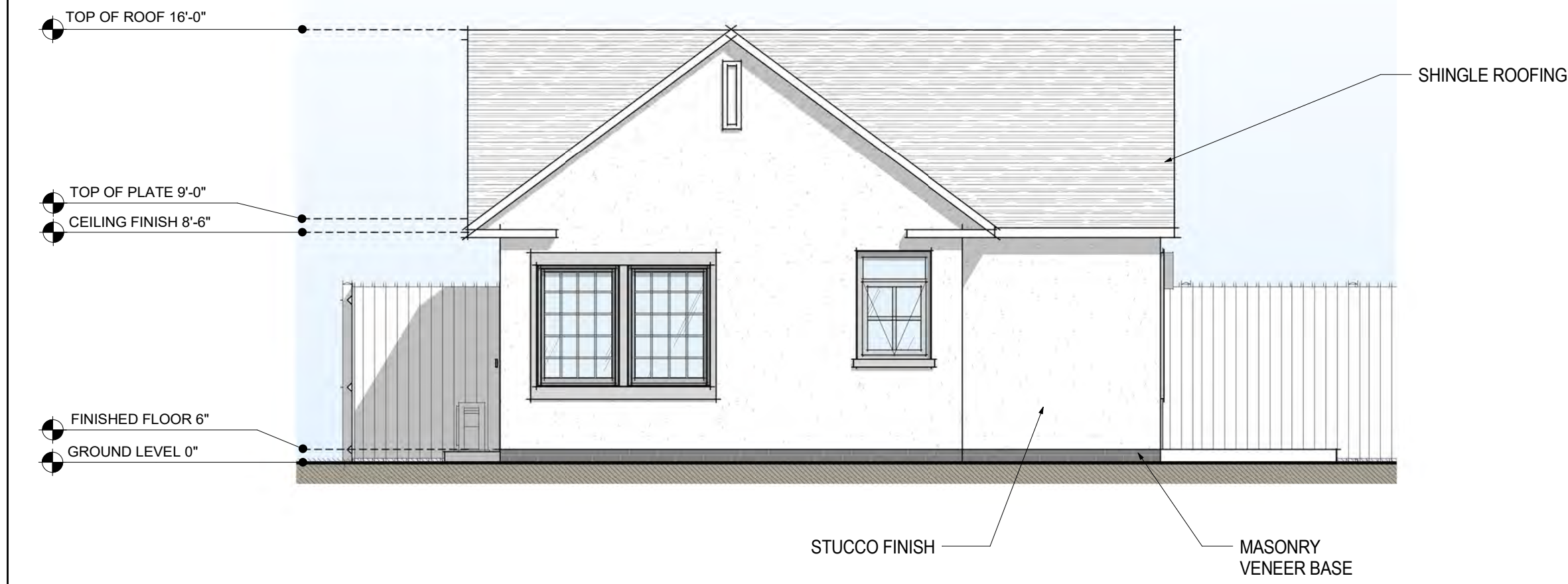
NO. DATE

SCALE
As indicated

FLOOR PLAN

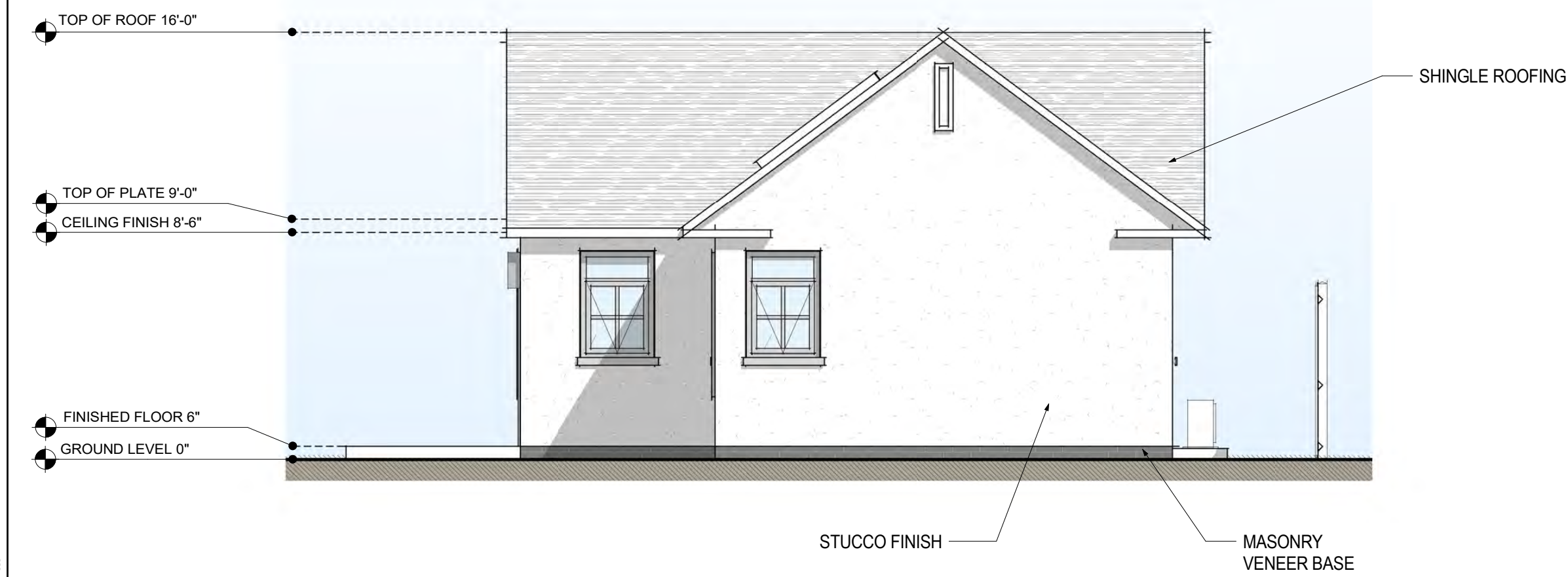
B1-1

PRINTED 10/4/2022 1:44:41 PM



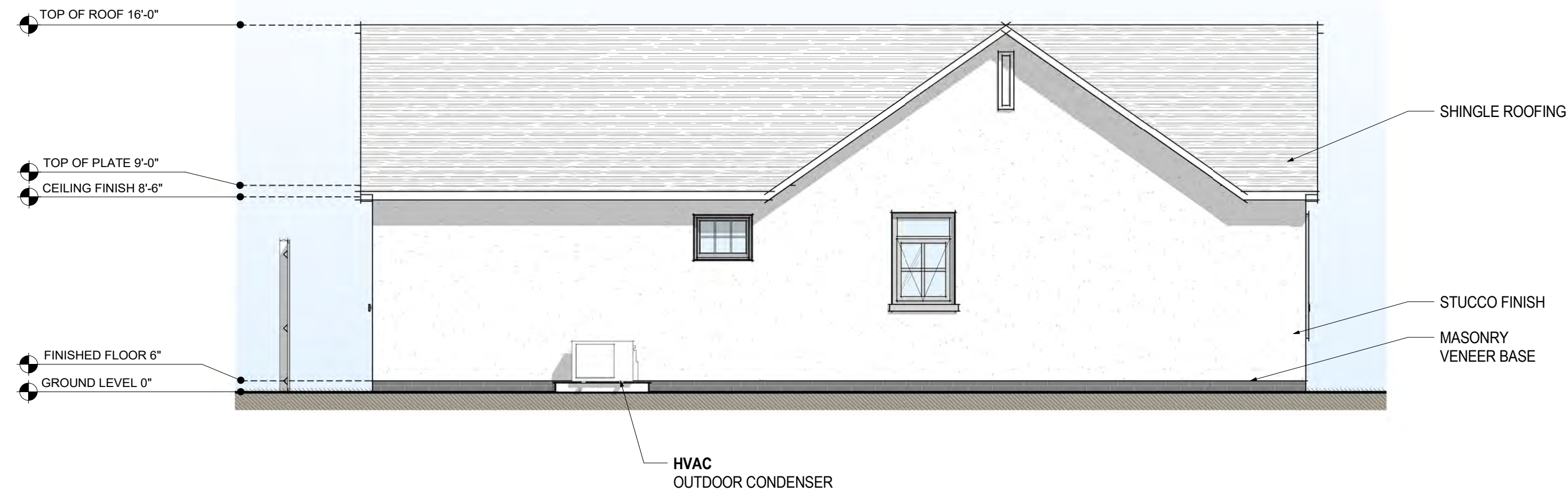
1/4" = 1'-0"

B1 - TUDOR - WEST ELEVATION 4



1/4" = 1'-0"

B1 - TUDOR - EAST ELEVATION 3



1/4" = 1'-0"

B1 - TUDOR - NORTH ELEVATION 2



1/4" = 1'-0"

B1 - TUDOR - SOUTH ELEVATION 1

Attachment B

Page 70 of 105

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

ISSUE DATE
10/04/2022

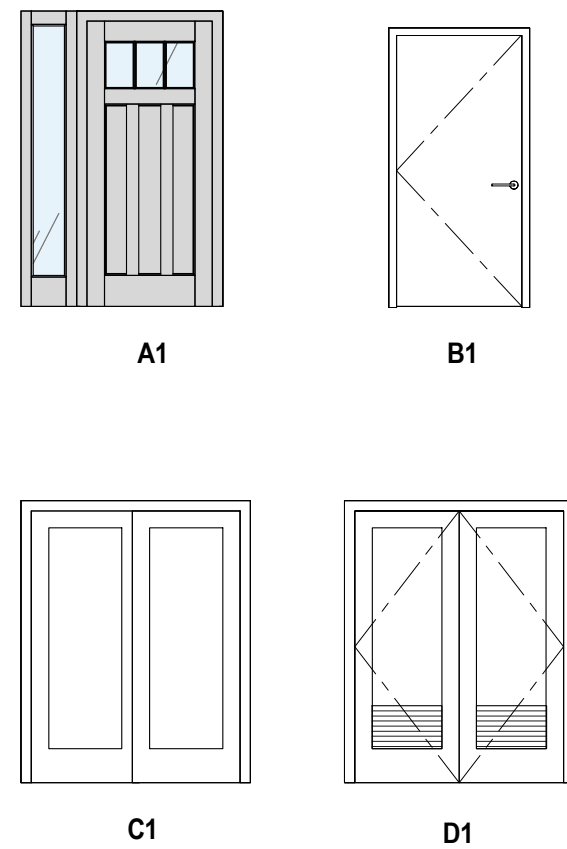
REVISIONS
NO. DATE

SCALE
1/4" = 1'-0"

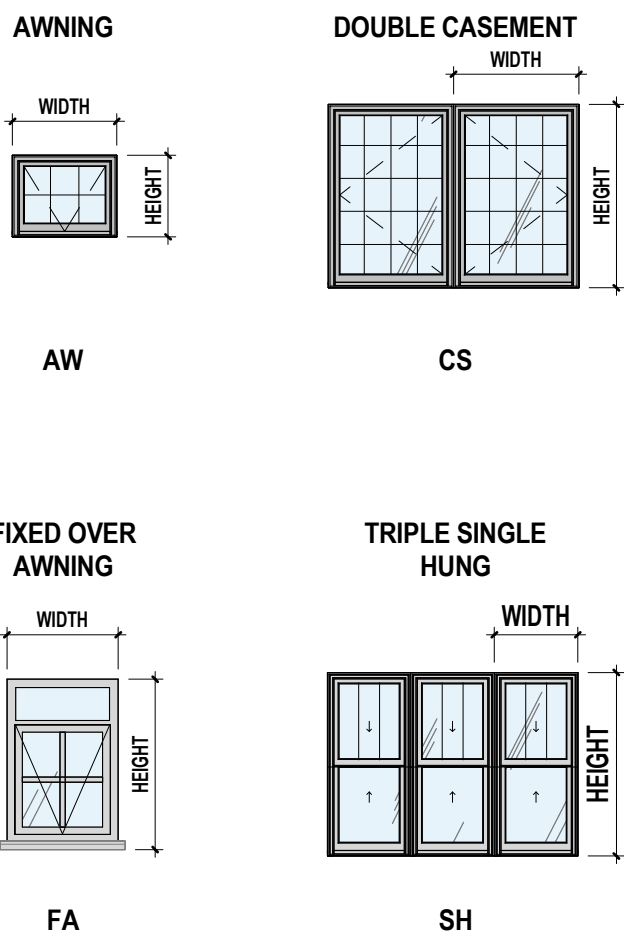
ELEVATIONS

B1-2

10/4/2022 1:44:46 PM



DOOR SCHEDULE - 1 BEDROOM					
TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
A1	EXT. UNIT ENTRY	3'-0"	7'-0"	ALUM. CLAD WD OR WD	SIDELIGHTS VARY BY STYLE, SEE ELEVATIONS
B0	EXTERIOR DOOR	2'-0"	6'-8"	ALUM. CLAD WD OR WD	TO WATER HEATER CLOSET
B1	INTERIOR DOOR	2'-4"	6'-8"	WD	
B2	INTERIOR DOOR	2'-8"	6'-8"	WD	
C1	DOUBLE SLIDING - SINGLE FLAT PANEL	4'-0"	6'-8"	WD	
D1	DOUBLE SWING - SINGLE FLAT PANEL	4'-0"	6'-8"	WD	WITH PARTIAL LOUVERS

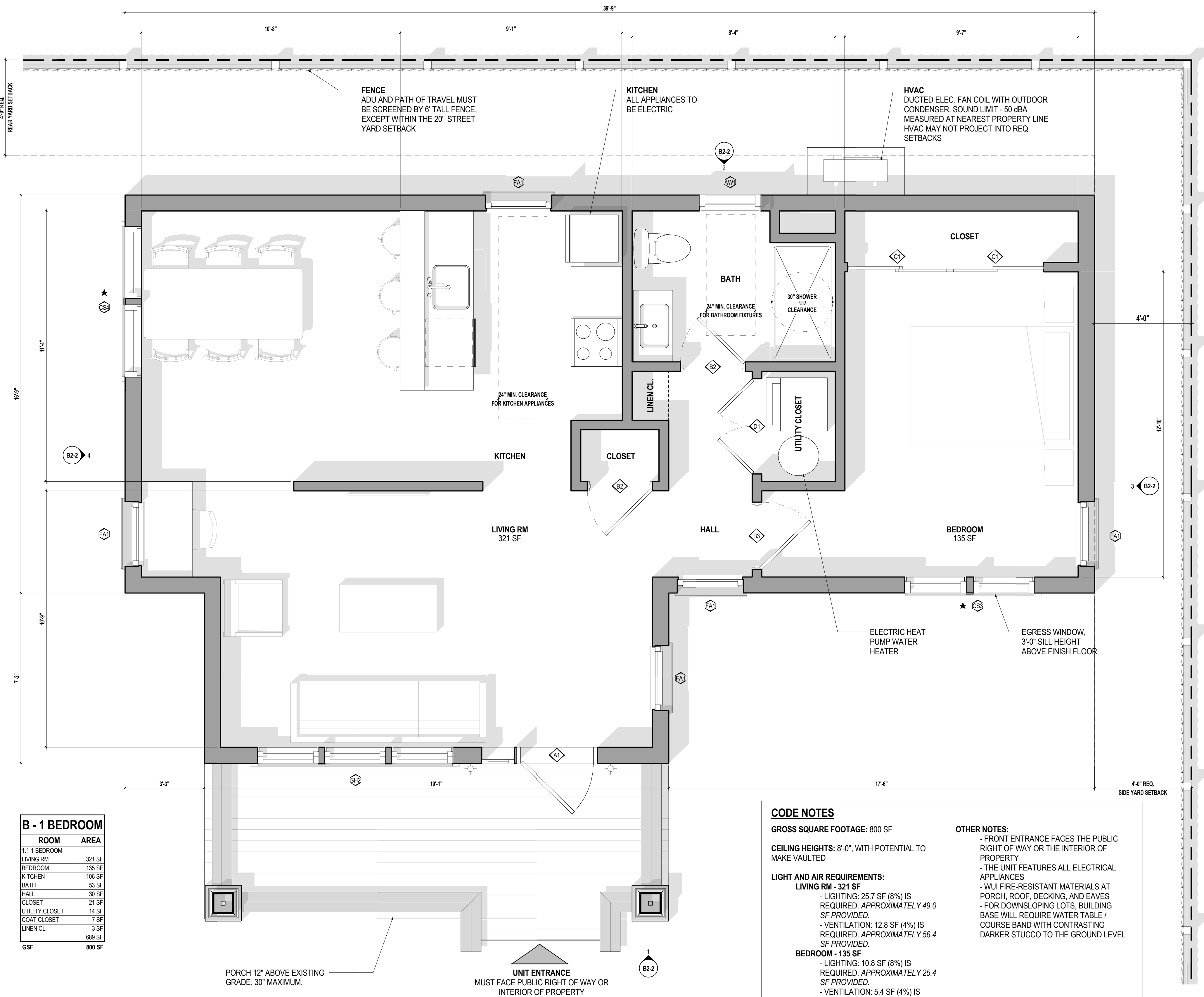


WINDOW SCHEDULE - 1BED CRAFTSMAN					
TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
AW1	AWNING	2'-6"	2'-0"	ALUM. CLAD WD	TEMPERED GLASS AT BATHROOM
CS1	DOUBLE CASEMENT	2'-0"	4'-6"	ALUM. CLAD WD	
CS4	DOUBLE CASEMENT	3'-0"	4'-6"	ALUM. CLAD WD	EGRESS WINDOWS INDICATED W/ *
FA1	FIXED OVER AWNING	2'-8"	4'-0"	ALUM. CLAD WD	
SH2	TRIPLE SINGLE HUNG	2'-6"	4'-6"	ALUM. CLAD WD	

WINDOW NOTES

- ANY NEW WINDOWS WITHIN 10 FEET OF AN ADJACENT DWELLING SHALL HAVE FROSTED GLAZING.
- ALL WINDOWS TO BE RECESSED 2" FROM THE WALL PLANE.
- RESCUE WINDOWS SHALL COMPLY W/ THE FOLLOWING:
 - MIN. OPENING HEIGHT 24"
 - MIN. OPENING WIDTH 20"
 - MAX. 44" MEASURED FROM THE FLOOR
 - 5.7 SQ. FT. MIN. AREA
- BATHROOM WINDOWS AND WINDOWS WITHIN DOOR SWING TO BE TEMPERED.

B - 1 BEDROOM	
ROOM	AREA
1.1-1 BEDROOM	
LIVING RM	321 SF
BEDROOM	135 SF
KITCHEN	106 SF
BATH	53 SF
HALL	30 SF
CLOSET	21 SF
UTILITY CLOSET	14 SF
COAT CLOSET	7 SF
LINEN CL.	3 SF
689 SF	
GSF	800 SF



CODE NOTES

GROSS SQUARE FOOTAGE: 800 SF

CEILING HEIGHTS: 8'-0", WITH POTENTIAL TO MAKE VAULTED

LIGHT AND AIR REQUIREMENTS:

LIVING RM - 321 SF

- LIGHTING: 25.7 SF (8%) IS REQUIRED. APPROXIMATELY 49.0 SF PROVIDED.
- VENTILATION: 12.8 SF (4%) IS REQUIRED. APPROXIMATELY 56.4 SF PROVIDED.

BEDROOM - 135 SF

- LIGHTING: 10.8 SF (8%) IS REQUIRED. APPROXIMATELY 25.4 SF PROVIDED.
- VENTILATION: 5.4 SF (4%) IS REQUIRED. APPROXIMATELY 28.71 SF PROVIDED.

OTHER NOTES:

- FRONT ENTRANCE FACES THE PUBLIC RIGHT OF WAY OR THE INTERIOR OF PROPERTY
- THE UNIT FEATURES ALL ELECTRICAL APPLIANCES
- WUI FIRE-RESISTANT MATERIALS AT PORCH, ROOF, DECKING, AND EAVES
- FOR DOWNSLOPING LOTS, BUILDING BASE WILL REQUIRE WATER TABLE / COURSE BAND WITH CONTRASTING DARKER STUCCO TO THE GROUND LEVEL

Page 71 of 105

OPENSCOPE
ARCHITECTURE | URBANISM | DESIGN

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
**PIEDMONT
ADU
PROGRAM**

PROJECT ADDRESS

ISSUE DATE
10/04/2022

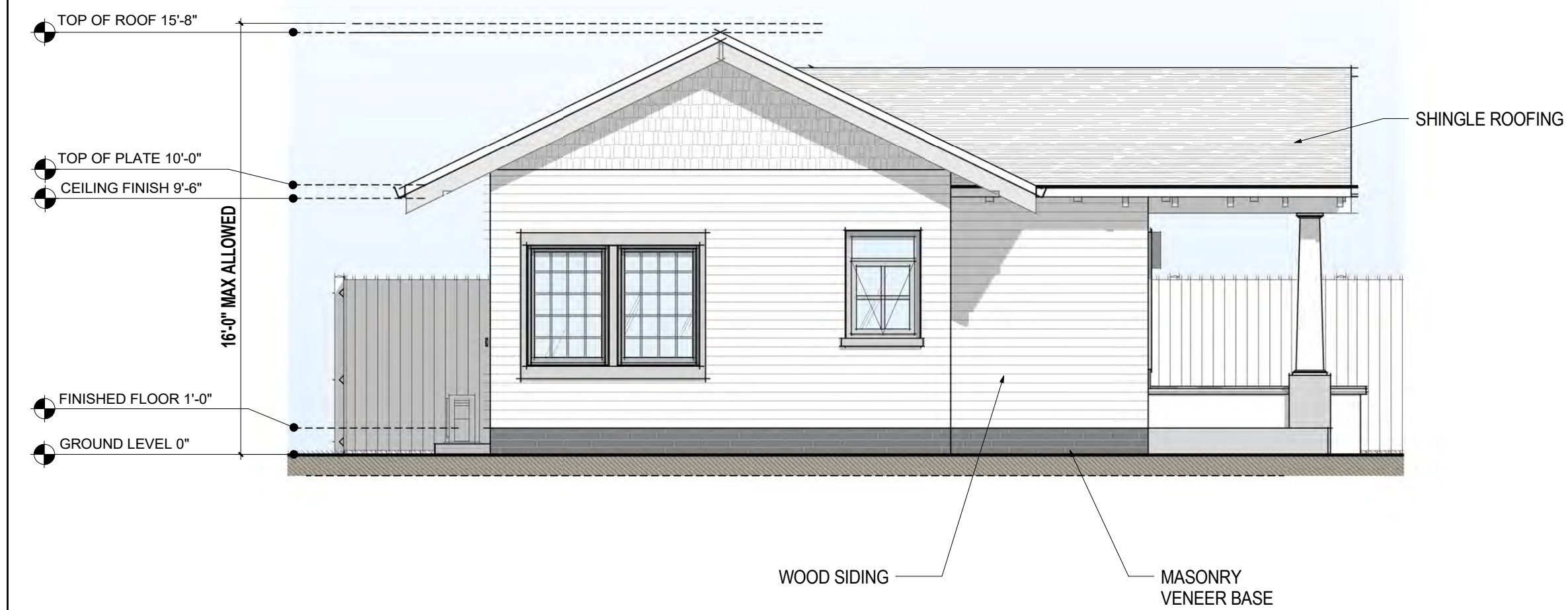
REVISIONS
NO. DATE

SCALE
As indicated

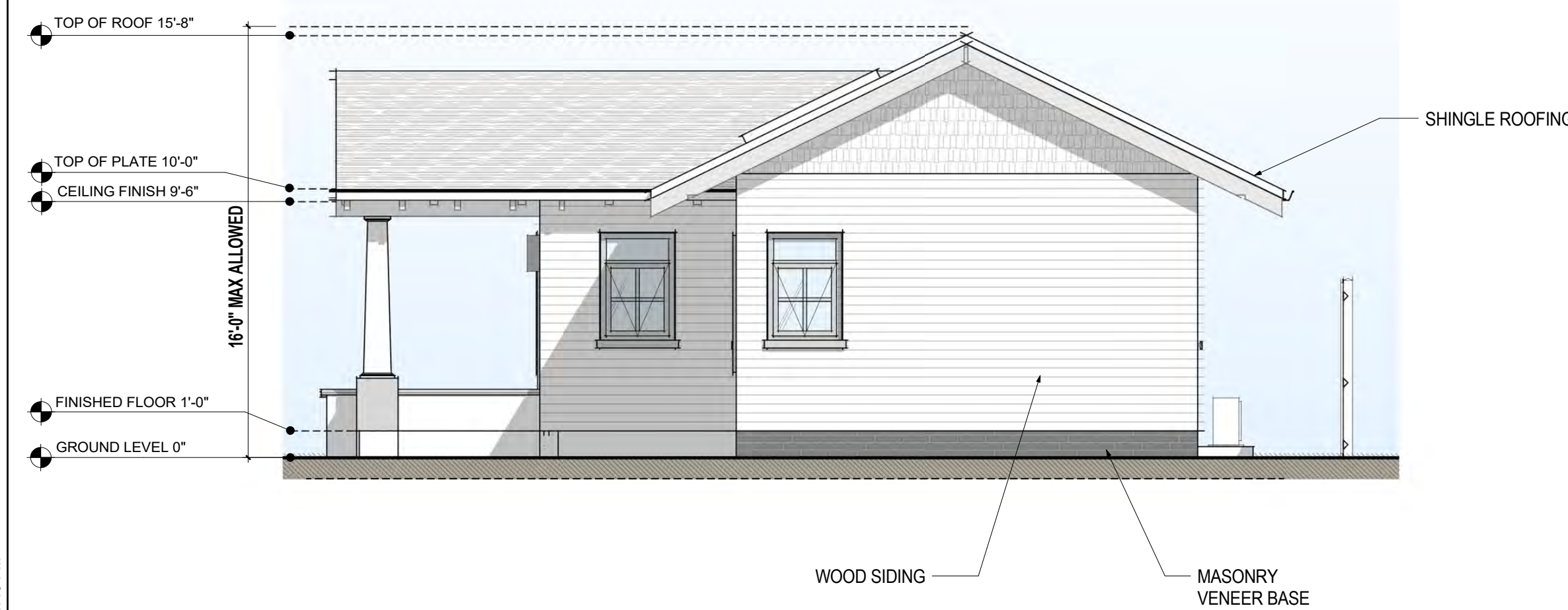
FLOOR PLAN

B2-1

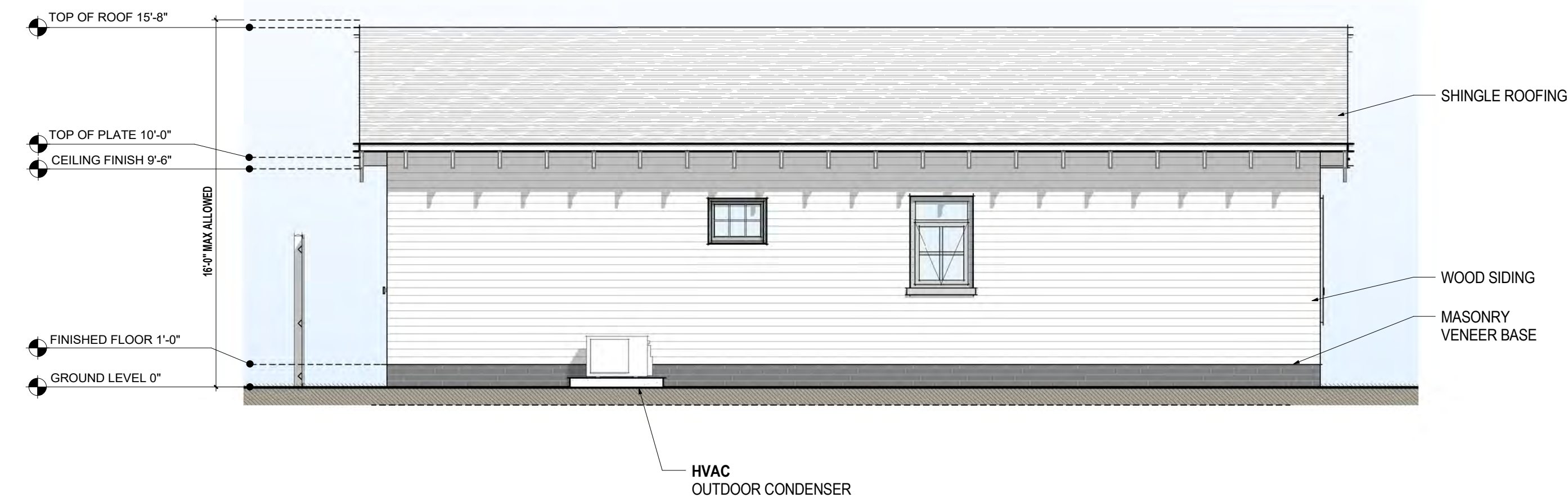
PRINTED 10/4/2022 1:44:48 PM



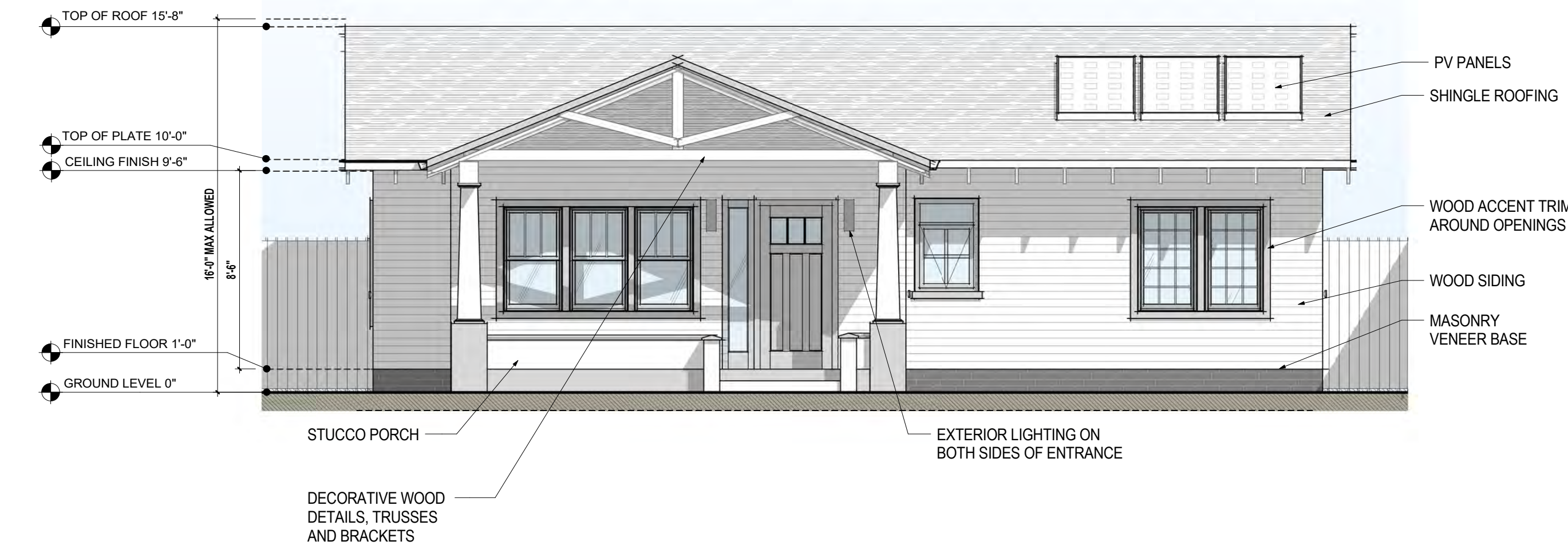
1/4" = 1'-0" B2 - CRAFTSMAN - WEST ELEVATION 4



1/4" = 1'-0" B2 - CRAFTSMAN - EAST ELEVATION 3



1/4" = 1'-0" B2 - CRAFTSMAN - NORTH ELEVATION 2



1/4" = 1'-0" B2 - CRAFTSMAN - SOUTH ELEVATION 1

Attachment B

Page 72 of 105

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

ISSUE DATE
10/04/2022

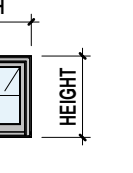
REVISIONS
NO. DATE

SCALE
1/4" = 1'-0"

ELEVATIONS

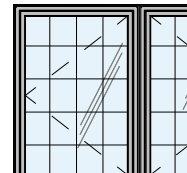
B2-2

AWNING



AW

DOUBLE CASEMENT



CS

FIXED OVER AWNING



FA

WINDOW SCHEDULE - 1BED

TYPE	DESCRIPTION	WIDTH	HEIGHT	MATERIAL	COMMENTS
AW1	AWNING	2'-6"	2'-0"	ALUM. CLAD WD	TEMPERED GLASS AT BOTTOM
CS1	DOUBLE CASEMENT	2'-0"	4'-6"	ALUM. CLAD WD	
CS4	DOUBLE CASEMENT	3'-0"	4'-6"	ALUM. CLAD WD	EGRESS WINDOWS INDICATED W/ ★
FA1	FIXED OVER AWNING	2'-8"	4'-0"	ALUM. CLAD WD	

WINDOW NOTES

1. ANY NEW WINDOWS WITHIN 10 FEET OF AN ADJACENT DWELLING SHALL HAVE FROSTED GLAZING.
2. ALL WINDOWS TO BE RECESSED 2" FROM THE WALL PLANE.
3. RESCUE WINDOWS SHALL COMPLY W/ THE FOLLOWING:
 - MIN. OPENING HEIGHT 24"
 - MIN. OPENING WIDTH 20"
 - MAX. 44" MEASURED FROM THE FLOOR
 - 5.7 SQ. FT. MIN. AREA
4. BATHROOM WINDOWS AND WINDOWS WITHIN DOOR SWING TO BE TEMPERED.

B - 1 BEDROOM	
ROOM	AREA
1.1-1-BEDROOM	
LIVING RM	321 SF
BEDROOM	135 SF
KITCHEN	106 SF
BATH	53 SF
HALL	30 SF
CLOSET	21 SF
UTILITY CLOSET	14 SF
COAT CLOSET	7 SF
LINEN CL.	3 SF
	689 SF
GSF	800 SF

PORCH 12" ABOVE EXISTING
GRADE, 30" MAXIMUM

UNIT ENTRANCE
MUST FACE PUBLIC RIGHT OF WAY OR
INTERIOR OF PROPERTY

CODE NOTES

GROSS SQUARE FOOTAGE: 800 SF

CEILING HEIGHTS: 8'-0", WITH POTENTIAL TO MAKE VAULTED

LIGHT AND AIR REQUIREMENTS:

LIVING RM - 321 SF
- LIGHTING: 25.7 SF (8%) IS
REQUIRED. APPROXIMATELY 49.0
SF PROVIDED.
- VENTILATION: 12.8 SF (4%) IS
REQUIRED. APPROXIMATELY 56.4
SF PROVIDED.

BEDROOM - 135 SF

- LIGHTING: 10.8 SF (8%) IS REQUIRED. APPROXIMATELY 25.4 SF PROVIDED.
- VENTILATION: 5.4 SF (4%) IS REQUIRED. APPROXIMATELY 28.7 SF PROVIDED.

OTHER NOTES:

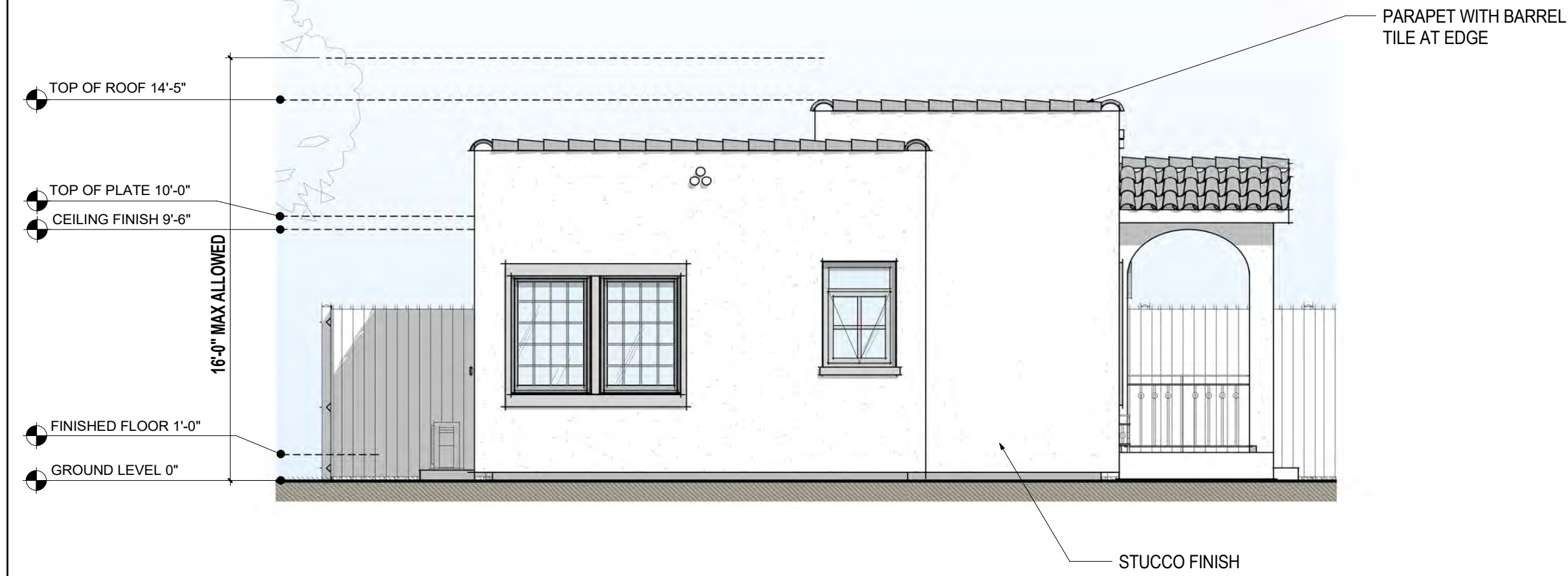
- FRONT ENTRANCE FACES THE PUBLIC RIGHT OF WAY OR THE INTERIOR OF PROPERTY
- THE UNIT FEATURES ALL ELECTRICAL APPLIANCES
- WUI FIRE-RESISTANT MATERIALS AT PORCH, ROOF, DECKING, AND EAVES
- FOR DOWNSLOPING LOTS, BUILDING BASE WILL REQUIRE WATER TABLE / COURSE BAND WITH CONTRASTING DARKER STUCCO TO THE GROUND LEVEL

$$1/2'' = 1'-0''$$

B3 1-BED - SPANISH - FLOOR PLAN

•

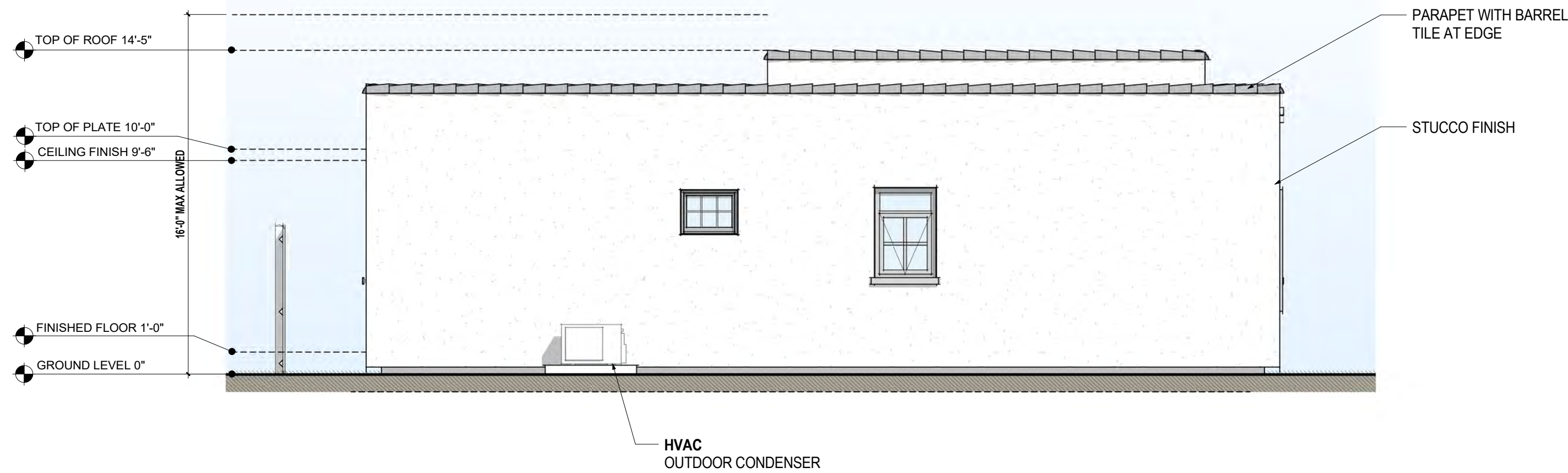
PRINTED 10/4/2022 1:44:55 PM



1/4" = 1'-0"

B3 - SPANISH - WEST ELEVATION

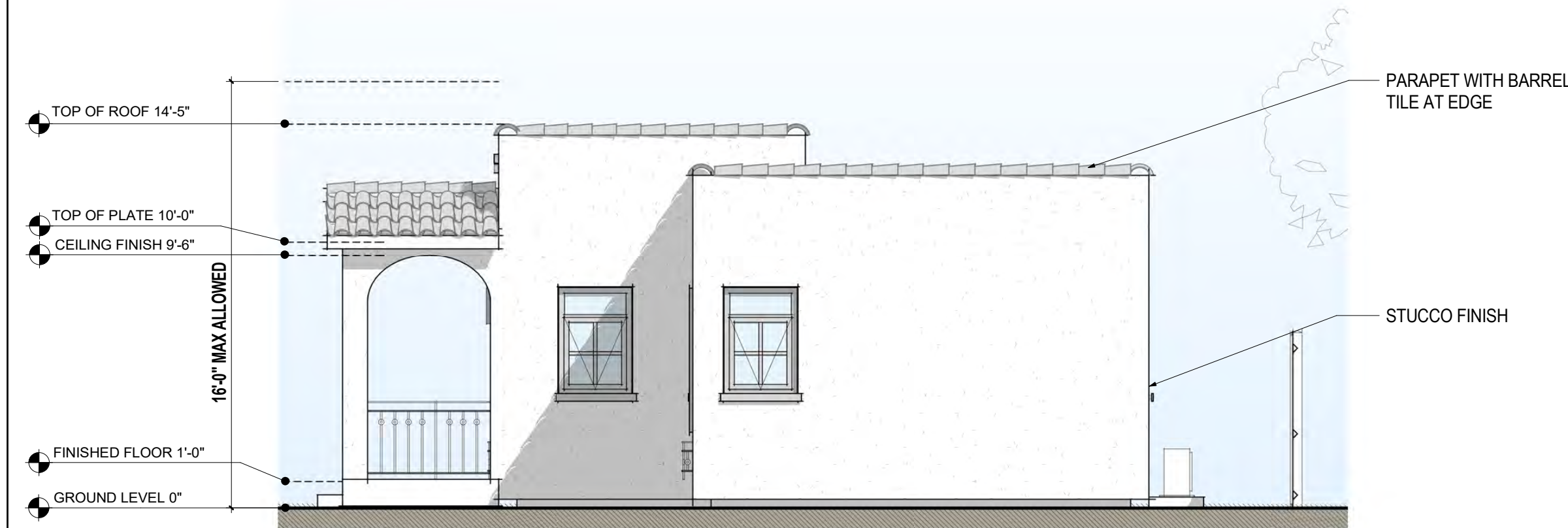
4



1/4" = 1'-0"

B3 - SPANISH - NORTH ELEVATION

2



1/4" = 1'-0"

B3 - SPANISH - EAST ELEVATION

3



1/4" = 1'-0"

B3 - SPANISH - SOUTH ELEVATION

1

Attachment B

Page 74 of 105

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

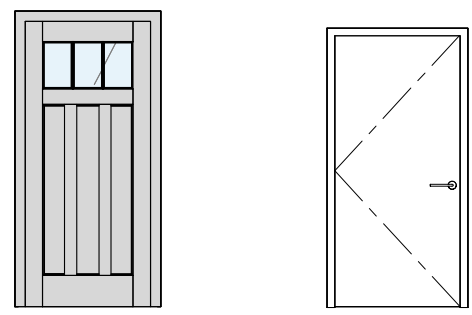
ISSUE DATE
10/04/2022

REVISIONS
NO. DATE

SCALE
1/4" = 1'-0"

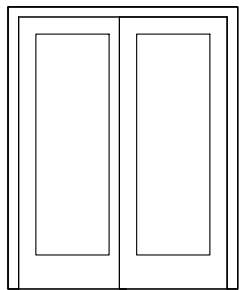
ELEVATIONS

B3-2



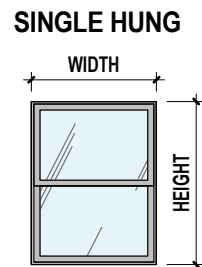
A1

B1



C1

DOOR SCHEDULE - GARAGE				
TYPE	DESCRIPTION	WIDTH	HEIGHT	COMMENTS
A1	EXT. UNIT ENTRY	3'-0"	7'-0"	DETAIL TO MATCH ARCHITECTURAL STYLE OF MAIN HOUSE
B1	INTERIOR DOOR	2'-4"	6'-8"	
B2	INTERIOR DOOR	2'-8"	6'-8"	
C3	DOUBLE SLIDING - SINGLE FLAT PANEL	4'-0"	6'-8"	



B3

WINDOW SCHEDULE - GARAGE				
TYPE	DESCRIPTION	WIDTH	HEIGHT	COMMENTS
B3	DOUBLE HUNG	3'-0"	4'-0"	DETAIL TO MATCH ARCHITECTURAL STYLE OF MAIN HOUSE

WINDOW NOTES

- ANY NEW WINDOWS WITHIN 10 FEET OF AN ADJACENT DWELLING SHALL HAVE FROSTED GLAZING.
- ALL WINDOWS TO BE RECESSED 2" FROM THE WALL PLANE.
- RESCUE WINDOWS SHALL COMPLY W/ THE FOLLOWING:
 - MIN. OPENING HEIGHT 24"
 - MIN. OPENING WIDTH 20"
 - MAX. 44" MEASURED FROM THE FLOOR
 - 5.7 SQ. FT. MIN. AREA
- BATHROOM WINDOWS AND WINDOWS WITHIN DOOR SWING TO BE TEMPERED.

CODE NOTES

GROSS SQUARE FOOTAGE: 484 SF

CEILING HEIGHTS: DEPENDENT ON EXISTING CONDITION, MIN 7'-6"

LIGHT AND AIR REQUIREMENTS:

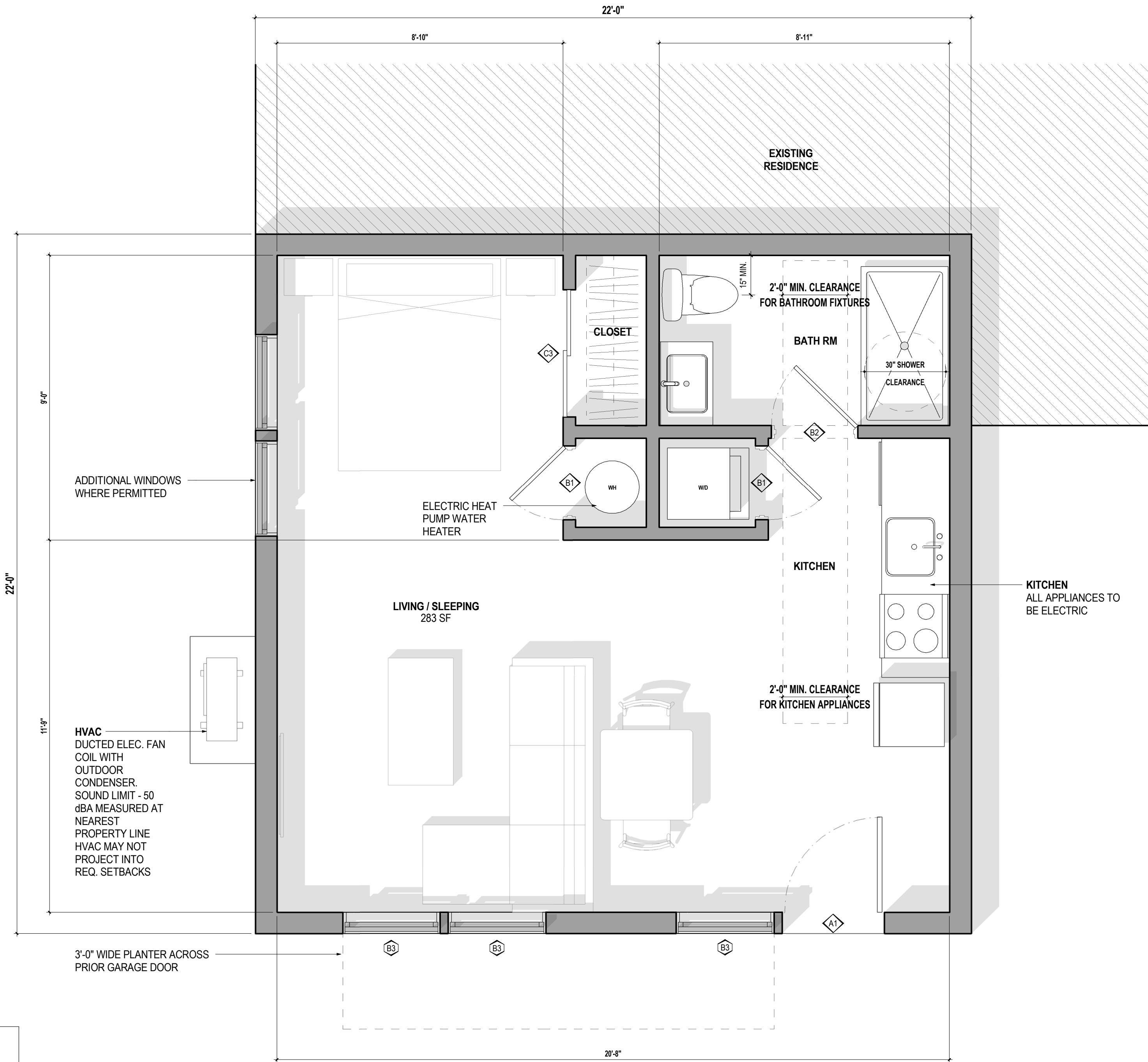
LIVING / SLEEPING - 283 SF

- LIGHTING: 22.6 SF (8%) IS REQUIRED. APPROXIMATELY 26.6 SF PROVIDED.
- VENTILATION: 11.32 SF (4%) IS REQUIRED. APPROXIMATELY 16.08 SF PROVIDED.

OTHER NOTES:

- THE UNIT FEATURES ALL ELECTRICAL APPLIANCES
- 3'-0" WIDE PLANTER REQUIRED ACROSS THE LOCATION OF THE PRIOR GARAGE DOOR, EXCEPT FOR WIDTH OF THE ENTRANCE DOOR

2.1 GARAGE CONVERSION	
ROOM	AREA
2.1 GARAGE	
LIVING / SLEEPING	283 SF
KITCHEN	55 SF
BATH RM	46 SF
CLOSET	12 SF
WD	8 SF
WH	6 SF
	412 SF
GSF	484 SF



1/2" = 1'-0"

C1- GARAGE

1

OPENSCOPE

ARCHITECTURE | URBANISM | DESIGN

BUILDING DEPT STAMPING

CONSULTANTS

PROJECT
1915
PIEDMONT
ADU
PROGRAM

PROJECT ADDRESS

ISSUE DATE
10/04/2022

REVISIONS
NO. DATE

SCALE
As indicated

FLOOR PLAN

C1-1

ODDS and ADU Incentives Comments and Edits**Compiled March 2022**

Ms. Jane Lin:

I have gone through the draft and made comments on the PDF. Please see below.

I hope that the LWC Team finds these suggestions helpful.

Generally the approach is good and the team has done some nice work.

-Jane

Page 5 – Does 70% frontage standard adequately allow for variation of projections and recesses and open space?

Page 6 – Part 3., top of page, how was a break of 6 feet arrived at? This is a very deep break recess or projection, the size of a balcony. Suggest allowing breaks with less dimension.

Part 4.c., i. – 30% orientation - this is a hard standard to interpret. What does it mean?

Part B.1.a.c. “porches of decks over a minimum 25 percent of the façade” How is this interpreted?

Part B.1.a.ii. change 25 façade bay to 30 feet façade bay which is typical of structural bay in multifamily development. Suggest that they match.

Page 7, top of page Roof line changes of 8 feet are a full story. Is that necessary? The illustration below shows roughly a change of 2 feet in height can provide the change, which is more typical.

Bay articulation standard seems unnecessarily prescriptive.

Page 8, top of page, omit roof-line balustrade which is not commonly found in Piedmont. Consider allowing roof decks that are completely private and partially or completely enclosed on sides. Is there a way where roof decks are permitted if concealed from ground floor visibility? There are many delightful roof decks that are still designed as private.

Part 3.a., why should buildings not have lobbies serving more than three units. Make the policy distinction clear. This is intended to encourage townhouse type building forms?

Page 9, Part d., Forecourt – consider allowing forecourt to be partially enclosed on three sides, meaning not the entire length of the forecourt.

Page 10, Part 6.d., Common Open Space - Consider adding privacy for adjacent units next to common spaces (with a buffer, perhaps). Increase minimum dimension to greater than 15 feet.

Page 12, Part C., Façade Design – why limit blank walls to 8 feet? What is the basis? Existing Piedmont design elements?

Part 2 EIFS is prohibited in many cities – why does Piedmont allow it? Used on the PUSD High School building. Cost-effective material.

I think stating primary color percentage is fine, but secondary and tertiary seems a little more excessive. Do applicants need to prove the facade coverage?

Page 13 – Parapet Design “...exhibit a combination of steps and/or curves”

Ornamental Features – these ODS standard should specify that security features like window or door bars should have their own standards.

Apply comments above to Zone D, Mixed-use Multifamily standards.

Page 24. For commercial spaces, require a minimum height or depth of the spaces. This is common for many other cities. Perhaps these would be in development standards. But, generally 16 feet minimum clear ground floor would be leasable retail space. Also, depth should be 50 feet minimum for at least 50% of depth.

Mr. David Hobstetter:

In reviewing the design standard documents I did not have any issues with it with the exception that perhaps I would like to see a little bit more flexibility in allowing good quality modern design in addition to the traditional approach.

Mr. Houlands:

Per your suggestion, here are my comments on ADU. Hope it helps

With considering neighborhood harmony and minimizing adjacent neighbor impact in mind, lift height limit from 16 to 18 even 20 feet, it not only improves the architectural appearance of an ADU, resulting improve overall existing community beautification, but also improves land use efficiency, reduce the challenges of lot coverage and provide nature living for those loving outdoor space, more home growing veggie option and improve overall healthy living of the community.

As you know a lot of homes in Piedmont were tiny vacation homes back century ago, lift size limitation from 800 sf to 1000 sf before all subject limitations kick in, which provide opportunities to improve living quality as entire community, provide a decent, possible living style people can dream about, reduce average square foot cost, and in resulting improving affordability.

Strongly recommend the City provide standard, good architectural design, pre-approved, ready to build plans to save work and cost for the city residents, most important is that to avoid overwhelmed city building and planning staffs to plan check and simplify inspections, like the city of San Jose, even Stockton, which provides free architecture and structure drawings and is ready to build with a city logo on the plans. That is the way to achieve a common goal for all citizens. With high city local taxes, residents deserve to have some incentives.

Lift some restrictions on size and income qualification, let people decide their lives. It is not a good idea to put too many political restrictions on people's lives. We are all good citizens and caring people, plus this is a free country, sorry, although I don't even know if we still are.

Thank you all for your reading and support.

Mujahid Mahmood:

I'm glad to see movement on loosening Piedmont's historically restrictive building rules. But ADU restrictions are still too burdensome - specifically, there is an existing restriction on front yard setback that limits ADU placement. This should be removed immediately. Design considerations could still be reviewed to ensure designs elements are in keeping with the neighborhood. We had presented an application for an ADU that built forward by 5-6 feet, had a wonderful design by a prominent Piedmont architecture firm, location chosen for it's specific use (flat entry for elderly parents) - but was denied because of this short sighted restriction. Please either remove this restriction or, at least, be willing to make exceptions to this restriction. Please let me know when the City is more open to this so we can resubmit our ADU plans.

I would recommend re-aligning to the minimal setback requirements per the ADU handbook (4ft, though currently it only places this limit on side/rear setbacks). Could keep design review to ensure overall design is in keeping with the neighborhood. At a minimum be open to approving ADU applications and making allowances for variances regarding front setback (this is currently not the case). I've been told by the City that there is no chance of our proposed plan being approved because of the front setback issue. We went through design review, etc. Very frustrating and costly process to only be denied a permit in the end.

from page 13 of the ADU handbook: "... setbacks must not unduly constrain the creation of ADUs..."

Sincerely, Mujahid Mahmood

Elise Marie Collins:

I am concerned that the Objective Design Standards are too restrictive. I wonder why there is no modern or modular designs to choose from.

In addition, I have concerns regarding the pre-approved ADU plans. I agree with all the recommendations of PREC experts especially those I have copied below.

I love ADUs, but we need to really study them to understand what part they play in our community. I am personally interested in ADUs that help households that wish to house multiple generations.

I encourage the city to consider developing pre-approved plans that enable modular or kit construction. This is a step many other cities have taken, including the City of San Jose.

I generally support the recommendations for creating incentives to owners to create deed-restricted limitations on rents. These ideas include allowing two-story ADUs or an additional ADU in exchange for deed restrictions.

At the same time, I believe we need accurate data on the effectiveness of ADUs as a path to affordable housing production in Piedmont in order to create more effective policies for the future.

Thank you for considering my input as well as the input of other community members.

Sincerely, Elise Marie Collins

Anita Stapen:

There is a huge amount of information to absorb in the new housing (programs). I would like to address one of these elements: the development and requirements for ADUs. Because I have no background in these areas, I will limit my comments to general concerns.

We all know that change is coming concerning the types and density of housing in Piedmont and indeed in California. Piedmont is taking a considered and active review process to meet the additional housing units, and I commend all the parties involved as we update the Building laws.

There is a lot of pressure to fulfill the state requirements, and I think the City is opening the door too wide to incentivize ADUs. The State does not allow a design review process for ADUs, but raising overall roof heights or increased area may have a big impact on neighbors' light, views, and privacy. As much as possible, I urge the City to prioritize concern for the impact on neighbors, who in these cases have no recourse if a tall or two-story ADU is built next door, compromising their privacy, light and view.

Related to this concern is the question of how many ADUs can be built in a given part of town? Will the City have a limit on ADUs per 10 block area, for example? Or some other measure? I haven't seen any data on how many ADUs have been built, or are being planned, or a mechanism to spread out the ADUs evenly over town.

Another issue is that many people would like to build ADUs not for additional housing stock, but to offer to friends and relatives who visit. How will this issue be addressed? Will the City require that new ADUs must be rented at low or very low market rates? What is the mechanism to regulate that?

In the pressure to create housing, Piedmont is overriding longstanding and very important aesthetic and privacy considerations that will negatively impact both the overall milieu, and impact neighbors. As we adapt to changes, I hope you keep these issues in mind and develop guidelines to minimize the impact of ADUs.

Sincerely, Anita Stapen

Irene Cheng:

I am writing to offer comment on Piedmont's draft Multi-Family Design Standards and ADU Incentives. The statements below represent my views as an individual, as an almost decade-long resident of Piedmont, and as a professional architectural historian and tenured professor of architecture.

The draft Multi-Family Design Standards are, in my view, conservative and overly restrictive. Many of the measures impose excessive costs on new multifamily development, placing burdensome obstacles in the way of new construction, and particularly new construction of affordable housing. They are also out of line with best practices in architectural design today, which operate under the guiding principle that each era should produce an architecture appropriate for its time rather than create faux-historicist built forms. The historicist perspective often equates ornament and variety with "good" or "appealing" design, but requirements for curved parapets, recesses, and brackets are no guarantee of beautiful architecture. In fact, they often lead to just the opposite.

By law, design standards must be objective not subjective. By this measure, there is no justification for "promoting development in a general Mediterranean architectural style" as the draft standards claim to do on page 3. Piedmont is fortunate to have architecture in a variety of styles, including Arts & Crafts, Mediterranean, Colonial Revival, modern, and contemporary. Why should the city elevate one style over another? Doing so suggests a conservative cultural and aesthetic attitude rather than an embrace of diversity and openness to change. Moreover, although the politics of architectural style is a complex and nuanced subject, recent research has explored the troubling racial politics underlying the popularization of Spanish Colonial Revival architecture (a variant of "Mediterranean") in early-20th-century southern California, a period of white Anglo migration and settlement. (See Phoebe Kropp's *California Vieja: Culture and Memory in a Modern American Place*, University of California Press, 2008.) This complex cultural history is just one more reason not to enshrine one style over any others. Instead, I hope the City will adopt objective design standards that concern themselves with universal concerns such as light, air, density, and privacy, while leaving aside subjective and culturally fraught questions of style and aesthetics.

I urge the City and its consultants to revise the proposed standards to ensure that new housing can feasibly be built, and that our city's architecture reflects an embrace of the present and future rather than remaining unduly tethered to a singular version of the past.

Yours truly, Irene Cheng, PhD, Architectural History, Columbia University, M.Arch, Columbia University

Cynthia Kroll:

Here are a couple of concerns I would like to see considered:

- 1) Will ADUs and JADUs add affordable housing to the city? How will this be ensured, to avoid them becoming simply Airbnb's or granny flats? How will building requirements take this into account (eg. high cost of new building vs manufactured units)?
- 2) What about parking? There are already neighborhoods grappling with parking congestion and overflows from nearby districts. Is the plan considering the parking needs generated by a) ADUs, b) changing a SF lot into a 2 plex or 4 plex, or c) building larger apartment buildings in our more commercial areas. It would be nice for the neighborhoods to know these things are being taken into consideration. That doesn't mean every ADU needs a garage, but what about ensuring the lot has

enough parking area in a driveway before allowing still more driving adults to be added? Will approaches to parking requirements depend on proximity to transit, so we don't assume just because Piedmont is seen as a transit accessible high opportunity area that transit is a realistic option in all parts of the city.

3) I would like to see as much new housing as possible added to the Grand Ave area and the Highland commercial area, so that we are not accommodating all of our RHNA through ADUs and JADUs.

Thanks, Cynthia Kroll

Will Adams:

Thank you all for the work you are doing on the housing mandate! The work done to date is impressive. Clearly the issue is complicated and interconnected to virtually all planning requirements, not the least of which, is preserving (and even improving) the beauty and charm of this place.

My comments center around two main concerns: cars and urban design.

1. Cars: Adding the required 575 (+-) units in Piedmont could, at 1.5 cars/unit, add ultimately 860 + cars to the city. I think any viable city expansion solution requires, for aesthetic, cost, congestion and parking reasons, a creative, innovative approach to reducing the number of and expenses associated with cars. This is part and parcel of 1a below.

1a. Parking: at \$45,000/structured parking space, \$68,000 (1.5 cars/unit) will be added to the average unit's building cost. Unfortunately this is the exact opposite of what is needed for affordable and low cost housing. I found the thinking in the following report a good outline of issues with a number of possible mitigations: <https://www.vtpi.org/park-hou.pdf> Also, there are some thoughts in Piedmont Post Sept 21, 2021, p. 21; Feb 10, 2021 p. 23. I wonder why the draft section on parking reduction only applies to non-residential use? Do you know if it has ever been a condition of lease or sale that vehicle ownership be limited? I would hope that with the state mandated huge, fast changes that are a part of getting new housing built, we could add new reasonable conditions that differ from current formulas.

2. Urban Design: because of its location and (assumed) availability, the Civic Center Subarea test site is certainly the most important development parcel in the Civic Center. Currently, it contains the essential Mulberrys and its parking lot, which, however lacking, function as the chief public outdoor space, certainly the most active, of the center. The building shown in the site massing study is nicely done, but I think the associated urban design needs development. Some sort of small replacement plaza should be incorporated into the plan (complementing/relating to the city hall plaza across Vista). Where do I sit to drink my coffee I just bought? Where is the student backpack pile located? Where do I park my bike? I also wonder if more of the parking could be buried behind even a minimum of additional commercial space at the sidewalk level. Although I think the addition of residential (and increased commercial) in this area will improve the center (and city) by adding activity and vitality, maybe this is not a good test parcel because of its unique prominence and required urban design/civic duty to the center of town. Whatever is done it needs to be an integral part of an overall urban design concept. See P.Post Dec 10, 2020 p.22. I understand that this is only a test and not a design proposal, but worry it could become one (a fixed design proposal).

2a. ADU's: the ADU work looks very impressive and appropriate. It's not clear to me though how exactly it works. The siting of the units can make all the difference. How is this regulated/determined without a design review process? Also I imagine there are a fair amount of ADU's possible within larger houses, maybe with small modifications—same question as above. There doesn't seem to be any mention of parking for ADUs in the draft, either for new units or vacated garage conversions....bringing us back to 1a above.

3. Building Costs: who knows, but the residential \$195/sf figure seems very low.

I hope these thoughts are in some way helpful.

Garrett Keating:

Below are my comments on the draft document, "Multi-family Design Standards and ADU Incentives".

Is difficult to assess the need for the ADU incentives in the draft without an analysis of the existing ADU program in Piedmont. That analysis would include the number ADUs that have been permitted, the number that are actually rented, the size of the added ADU and the number that are rented to low/very low-income tenants. Given all the analysis that went into other aspects of the report, it is surprising that so little has been done of existing and proposed ADU in Piedmont.

The impacts of ADU on neighborhoods is another analysis missing from the report. Piedmont has a long tradition of preserving the light, views and privacy of new development on neighboring properties but the report makes no acknowledgement of that. To the contrary, the report ignores these variables when proposing garage conversions, structures that are usually in close proximity to the property line.

“While noted as a potential affordable incentive in our report, relieving the height limit for an ADU constructed over an existing garage, assuming the footprint remains the same, would enable residents to maintain on-site covered parking while adding a dwelling unit to their property. This Carriage House model is a traditional way of providing an additional dwelling unit over a garage or storage building, and would seem consistent with much of Piedmont's existing residential fabric. Other California jurisdictions (Santa Monica and Orange County, for example) have adopted this option to encourage retaining existing parking counts. A similar limit on overall building height, and/or accommodation of roof pitch, as noted in the previous recommendation, would be appropriate.”

Suggesting that a residential unit within 4 feet of the property line is consistent with Piedmont's residential “fabric” demonstrates an ignorance of Piedmont's neighborhoods, particularly Zone A.

The only two controls that Piedmont has on ADU are building height and design compatibility and these controls should be preserved. Do not consider any increase in allowable ADU height at this time. Instead, incentivize ADU in other ways, most notably through increasing the allowed square footage of ADU and the raising of the FAR. The draft proposes modest increase in these two parameters but square footage and FAR should be expanded further before the city proposes height increases that impact neighbors. If at all, these incentives rightfully impact the ADU applicant and not the privacy and light of neighboring properties. Raising the height limit on ADU is an attempt to shoe-horn in units of

sub-optimal housing while horizontal expansion would create better housing. If a height incentive is to be considered, then limit it to 18 feet for rent-restricted units only.

Incentivizing ADU development to increase available housing in Piedmont is an accepted community goal. But so is preservation of the city's residential character and some of these ADU incentives are a real threat to that. Absent any analysis of the efficacy of the existing ADU program or a projection of how these incentives will help achieve the RHNA target, limit the current incentives to horizontal expansion only. With SB 9 and tax incentives, the city has other resources with which to incentivize additional and affordable housing.

Finally, one recommendation needs clarification. The report raises the possibility, not the requirement, of a 6 – 8 ft setback when a height limit of 20-22 feet is allowed and suggests this will mitigate impact on neighboring properties. That statement needs a lot more valid planning analysis.

Garrett Keating

Mr. Randolph Wu:

As Piedmont plans for multi-family and mixed-use project design in the next housing cycle, consideration should be given to integrating net zero energy housing designs into Piedmont's traditional building design standards. There is an important intersection between affordable multi-family housing and climate change. Higher density multi-family housing built near mass transit not only can be compliant with Reach Code standards but designed as net zero energy housing. This will be affordable and not reliant on the utility grid. Allowing architects, builders and homeowners to maximize renewable energy through nontraditional roof designs should be a high priority in Piedmont. Continuing improvements in solar panel efficiency and dramatic cost reductions in battery storage systems will make net zero energy housing feasible and cost effective for affordable multi-family housing projects in the next RHNA cycle.

There are two proposed standards (repeated in both the multi-family and mixed use building standards) that should be amended to enable cost effective, solar energy production:

Building Design Standard B.2. Roof Form and Design

An exception should be created for solar roofs or Building Integrated Photovoltaic (BIPV) roof designs. Net zero energy housing will require roof designs that will maximize solar energy production. This may not conform to traditional roof forms and designs in Piedmont, but it will help us reduce carbon emissions. This exception should be added as B.2.e as follows: "**Solar roofs and other Building Integrated Photovoltaic (BIPV) roof designs are exempt from these standards if needed to achieve a net zero energy result on site.**" It is important to tie this exception to net zero energy on site as otherwise the homeowner may use more energy than is produced on site and defeat the overall purpose to add housing with zero emissions.

Building Design Standard B.8.a. Equipment Screening

The second sentence which reads: "If solar panels are mounted on a flat roof and cannot be parallel to the roof surface, building parapets . . ." should be clarified. This sentence may be read to require a parallel mounting of solar panels on a flat roof unless it is physically impossible or "cannot" be done. This would be unfortunate as solar arrays in Piedmont should face south with a 38 degree tilt or angle to maximize annual solar energy production. A requirement for parallel or flat mounting will reduce energy production by as much as 10%. While this may not be intended, the standard should not suggest there is a requirement for parallel or flat mounting. This sentence should be amended to read: "If solar panels are mounted on a flat roof and **are tilted or angled to maximize solar energy production**, building parapets . . ." Tilted or angled solar arrays can be screened by a parapet from public ROW viewing. This seems to be the primary intent of B.8.a. (Please note that even a low parapet can create shade around the roof perimeter during the winter months and reduce the roof area that may be used for solar panels.)

Piedmont's building design standards should enable affordable multi-family housing and climate change initiatives.

Thank you for considering my comments.

Randy Wu

Ms. Susan Miller Davis:

Thanking Randy for weighing in and providing his expertise.

Ms. Diana Edgerton:

Can this affordable housing be restricted to Piedmont teachers and Piedmont City employees? A 2-bedroom apartment cannot accommodate a family. Currently, Piedmonters pay high taxes to support our own Police, Fire, other city services, etc. and, particularly, our excellent schools. How will these renters pay their fair share for these services?

Ms. Mary Louise Morrison:

I live on Moraga Ave. It already has buildings two deep.

Why not build in the land near the corporation yard, where the goats cleared the grass?

I just lost two oak trees - one 150 years old because of building over roots. Once you start housing in the old trees you are setting up either direct or indirect deforestation.

Street parking is impossible on Moraga and there really is no good public transit for Piedmont, especially for the elderly.

At this time in my life , I vote for the trees and high rises in the center of Piedmont so all Piedmont shares the consequences.

Mary Louise Morrison

Mr. Alexander Czarnecki:

I write to you today as the CEO of Cottage Technologies to encourage the Committee to implement a program for designer-owned preapproved ADU plans, in order to encourage the production of additional housing units in Piedmont through faster, cheaper, and more streamlined ADU creation.

As Piedmont looks to promote ADUs, a well-structured preapproval program provides several important incentives at once: 1) a less daunting experience for homeowners, 2) time savings, and 3) cost savings.

1. Streamlined process. Cottage supports a preapproved ADU program like those in San Jose and Cupertino, that allow designers and architects to submit non-site-specific ADU plans for preapproval and then work directly with homeowners throughout the course of their projects. We would also support a program that lets site-specific projects be concurrently processed for preapproval, similar to the program recently started in Fremont. Designer-owned preapproved plans, in contrast to city-owned preapproved plans, create a more streamlined experience for homeowners. In the latter type of program, homeowners must still seek out general contractors, consultants, and other professionals on their own, and challenges can occur when requests for information arise or the homeowner desires small modifications to the plans. In designer-owned plan programs, ADU experts are able to walk homeowners through the process from start to finish and assist homeowners through minor design changes, unforeseen site conditions, handoffs to contractors, and more.

2. Reduced turnaround time for permitting ADUs. In many municipalities, it can take over a year for a homeowner to receive a permit for and build an ADU, at a time when having additional rental income or a safe place to house elderly family members is more important than ever. And as rental prices rebound post-pandemic, an adequate supply of affordable rental units for local workers is critical to ensuring that cities and their economies can thrive upon reopening. An upfront guarantee of a fast permit process will help Piedmont more quickly meet the needs of its residents.

3. Reduced costs. Selecting a preapproved plan not only guarantees homeowners a faster permit turnaround time, but could also offer cost savings to both homeowners and Piedmont through less time spent in review. And when designers are able to offer homeowners an ADU cost estimate that includes both city fees and construction pricing for a preapproved plan, homeowners can rest easier knowing that their project will be within their budget and can pass some of these savings on to ADU occupants.

Fear of a cumbersome and costly permit process should not be a hindrance to homeowners looking to expand Piedmont's housing supply by building an ADU. An end-to-end, cost-effective preapproved ADU program would go a long way in broadening access to affordable housing opportunities for the elderly, local workers, and more. We're excited by Piedmont's engagement on this issue, and we look forward to

continuing to work with you and the community's homeowners.

Sincerely, Alexander Czarnecki, Founder & CEO, Cottage Technologies

PREC Housing Committee:

Attached please find feedback from the Piedmont Racial Equity Campaign Housing Committee on the draft Multifamily Design Standards and ADU Incentives.

Please contact us if you have any questions about our comments. Thank you!

Yours truly,

Irene Cheng

irene.cheng@gmail.com

Sarah Karlinsky

sarah.karlinsky@gmail.com

On behalf of the PREC Housing Committee

--/:-

The members of the Piedmont Racial Equity Campaign Housing Committee have reviewed the draft "City of Piedmont Multifamily Design Standards and ADU Incentives." We appreciate the opportunity to review this important document. We have several specific comments, detailed below, but also an overall preliminary suggestion: Since the City is currently engaged in a thorough review of its Housing Element policies, and will probably revise its zoning regulations after that process is complete, we are concerned that many of these recommendations may soon be obsolete. For example, if Zone C is amended to allow for more density, in order to make multifamily housing feasible, the requirement that entrances serve no more than three units may no longer make sense (p.8). That is just one example. For that reason, we recommend that the City consider keeping these objective design standards in draft form for now, and come back to them after the Housing Element update is complete. It seems unnecessary to adopt detailed objective design standards that would be in place for only a little more than a year.

If the City decides to move forward with the standards, below are our comments on the draft document:

Part 2: Objective Design Standards

The proposed standards are overly prescriptive with regards to architectural design and style and will lead to excessive and unwarranted expense in multifamily construction.

Many of the provisions will increase the cost of multifamily housing without ensuring high quality design. The standards may also restrict developers from being able to utilize modular design construction strategies. While we appreciate the desire for new buildings to match the character of the existing building stock, we believe the standards hew to an overly narrow definition of architectural character, especially given the rich diversity of architecture that exists in Piedmont.

Overall, we recommend reducing the number of prescriptions and requirements to ensure that multifamily housing development will be viable. We encourage the City to solicit further feedback from local affordable housing developers and architects to understand the feasibility and impact of the design standards on affordable housing development.

Note: We understand that the City and LWC will be studying further changes to the zoning requirements for Zones C and D (such as potentially increasing allowable density, FAR, and building height, and reducing parking requirements) as part of the Housing Element process. Therefore, we are limiting our comments to feedback on the draft Objective Design Standards. In the proposed guidelines for Division 17.24 Zone C: Multi-family Residential:

1. A1a. Remove requirement for front and street side facade setback (mirroring the proposed standards for Zone D). Keep requirement for interior and rear facade setback when abutting Zone A. (p. 5)
2. B1a.i. Revise requirement that buildings have two of the following: bay windows, frequent recesses, or porches/decks--to requiring just one of these features. (p.6)
3. B1a.ii. Eliminate requirement that building facades longer than 45 feet incorporate a change in roof parapet, form, or building height (p. 7)
4. B1b. Eliminate requirement that balconies and porches be integrated into recesses or overhangs on at least one side of the porch or balcony. (p. 7)
5. B2b. Regarding the requirement that the pitch of the roof must be 3:12 to 5:12 ratio: Please clarify that flat roofs are permitted. (p. 8)
6. B2d. Eliminate prohibition on roof decks (p. 8 and 11)
7. B3a.i. Delete requirement that shared entrances may serve no more than three units. (p. 8)
8. B3b. Eliminate prohibition on external stairs to upper units. (p. 8)
9. B3c-d. Reduce prescriptions on frontage types. (p. 9) Note that the terrace frontage is inconsistent with accessible design standards. To be accessible, entrances should be level at grade.
10. B4. Eliminate requirement that ground floor finish floor elevation be 24 inches above sidewalk. This is not consistent with accessible design standards. (p. 10)
11. B5b. Revise requirement that windows be recessed from outer wall surface. (p. 10) This is not aligned with current window design and installation practices.
12. B5c. Eliminate prohibition on vinyl windows. This entails significant additional cost.
13. B5g. Eliminate requirement for "residential signifiers" (such as window bays or doors with balconies) every 10 horizontal feet. (p. 10)
14. B6c. Delete minimum requirement for private open space. (p.10) Consider increasing per unit amount of shared open space instead.
15. B7d.ii. Change maximum width of entrance to shared parking facilities to 20 feet. (p. 11)
16. C1a. Increase limit on blank walls from 8 feet to 16 feet (p. 12)
17. C2a. Why are facade materials limited to stucco stone, brick or EIFS? Why not allow wood and fiber cement siding? (p. 12)
18. C2c. Eliminate maximum percentages of secondary and tertiary colors or otherwise make building color requirements less prescriptive. (p. 12)

19. C2e. Why specify change in exterior building must occur a minimum of 8 feet beyond an outside corner? (p. 12)
20. C2i. Why are roof materials limited to composition shingle, spanish tile, or cool roof membrane in grey? Why not allow standing seam metal roofs, concrete roof tiles, or solar roofs? Also, standard white cool roof membranes should be permitted in areas where they are not visible. (p. 13)
21. C3a. Delete requirement that structural elements visible on exterior frame building apertures and modules. (p. 13)
22. C3b. Eliminate requirement that parapets exhibit a combination of steps and curves (p. 13)
23. C3d. Eliminate requirement that downspouts be concealed within building walls. (p. 13)
24. C3f. Reduce or eliminate requirement that buildings exhibit two of the following ornamental features for 15 percent of each facade: patterned accent tiles, carved insets, stucco or tile decorative vents, decorative chimney top. (p. 13)
25. D2b.i. Revise requirement that landscape be planted maximum of 1 foot on center, or clarify if this is intended for ground cover, since shrubs can be planted farther apart. (p. 15)

In the proposed guidelines for Division 17.26 Zone D: Commercial and Mixed-Use:

1. A2a. Eliminate requirement that building facades longer than 65 feet incorporate a change in roof parapet, form, or building height (p. 18)
2. B1a.ii. Eliminate requirement that building facades longer than 65 feet incorporate a change in roof parapet, form, or building height (p. 18)
3. B1b. Eliminate requirement that balconies and porches be integrated into recesses or overhangs on at least one side of the porch or balcony. (p. 19)
4. B1d. Eliminate requirement for articulation of building massing at corners. (p. 19)
5. B2b. Regarding the requirement that the pitch of the roof must be 3:12 to 5:12 ratio: Please clarify that flat roofs are permitted. (p. 19)
6. B2c. Eliminate requirement for brackets, rafter tails, or beams on roofs with deep eaves (p.20)
7. B5b. Revise requirement that windows be recessed from outer wall surface. (p. 22) This is not aligned with current window design and installation practices.
8. B5h. Eliminate requirement for "residential signifiers" (such as window bays or doors with balconies) every 10 horizontal feet. (p. 22)
9. C2a. -Why are facade materials limited to stucco stone, brick or EIFS? Why not allow wood and fiber cement siding? (p. 24-25)
10. C2c. Eliminate maximum percentages of secondary and tertiary colors or otherwise make building color requirements less prescriptive. (p. 25)
11. C2i. Why are roof materials limited to composition shingle, spanish tile, or cool roof membrane? Why not allow concrete tile, solar or standing seam metal roofs? (p. 25)
12. C3b. Eliminate requirement that parapets exhibit a combination of steps and curves. (p. 25-26)
13. C3f. Eliminate requirement that buildings exhibit two of the following ornamental features every twelve horizontal feet: patterned accent tiles, carved insets, stucco or tile decorative vents, decorative chimney top. (p. 26)

Part 3 Test Massing Studies

The Zone D test massing and financial feasibility studies offer interesting and helpful analysis. However, the costs estimated in the analysis are far too low. The study assumes a land cost of \$240/sf and a construction cost of \$195/sf. In the East Bay, residential construction starts at \$400/sf. Since only one of the three test cases LWC evaluated was deemed financially feasible (and barely so), it seems that none of the test projects would be feasible. This suggests that the City will need to consider higher densities, allowable heights, reduced parking requirements, and other measures to make housing development in Zone D feasible. The financial feasibility analysis needs to be revised with higher construction costs based on credible recent sources, so that the City and LWC can develop policy recommendations that are more likely to succeed in spurring multifamily residential development. We also recommend that an analysis be done on financial feasibility using all of the state authorities pertaining to density bonuses and streamlining for affordable housing development. Finally, we note that the estimated cost of parking is too low, and that the assumption of a parking ratio of 1.5-1.7 is too high. As the City studies moves forward on its Housing Element and related zoning amendments, we encourage a shift to developing parking maximums rather than minimums, as other cities are beginning to do.

Part 4 ADU Recommendations

Regarding the pre-approved ADU plans. In addition to the plans supplied here, we encourage the city to consider developing pre-approved plans that enable modular or kit construction. This is a step many other cities have taken, including the City of San Jose.

We generally support the recommendations for creating incentives to owners to create deed-restricted limitations on rents. These ideas include allowing two-story ADUs or an additional ADU in exchange for deed restrictions.

At the same time, we believe we need accurate data on the effectiveness of ADUs as a path to affordable housing production in Piedmont in order to create more effective policies for the future. We want to better understand whether the city's past deed-restricted ADU program (in which deed-restrictions were exchanged for parking requirement waivers) or the current affordable ADU incentive (allowing for an increase in area to 1000-1200 sf in exchange for low and very-low-income rent restrictions) succeeded in creating housing units that were rented out at affordable rates during the 10-year deed-restricted term, and after the 10-year term.

We are concerned that incentivizing ADUs at the expense of other forms of small-site housing production may reinforce some of the challenges to affordability in a city like Piedmont—for example, by gradually diminishing the stock of smaller homes and creating larger, higher-price homes out of reach to more and more homebuyers, while not significantly increasing the affordable rental housing stock (if the created ADUs are not rented out). Anecdotal evidence suggests that a fair number of ADUs built in Piedmont are not used as housing. The City collects business taxes on rental receipts and should be able to share how many ADUs in the city are being rented out. We urge the City to transparently share data on the rate of ADU production and rentals, so that it can craft effective housing production policies moving forward.

10/21/2021 SB 2 Community Workshop Notes

Small Group Break-out Session Reports

Reported by Ellen Greenberg – clarification that the zoning map was an image of the existing zoning map. Important to confirm that there are no planned rezoning. Thoughtful comment about architectural style. Is it appropriate to lean into traditional styles? Irene referenced recent contemporary designed development on Piedmont Avenue near Mountain View Cemetery. Useful reference and example of high-quality design. We need to understand how the design standards could influence the cost of development and our ability to achieve affordability aims and affordability objectives under state law.

Reported by David Bergman – a lot of time with the concept of objective design standards. Intelligent question about why they need to be there. Circulate this information widely throughout the community. How is the objective standards process different from the current process. Concern about ODS being too prescriptive. Team is struggling with this question under state law. One can always go to a voluntary process as an alternative to the ODS process. Why are we only showing four stories in the site testing illustrations?

Reported by Stefano Richichi –Wanted more time to discuss. Residents and others had difficulty finding the public review copy of the objective design standards. Make the presentation available online. Dismayed that Zone D building envelope is subject to the existing street yard setback. Several liked the “stepbacks” to make buildings less imposing.

Reported by Arleta Chang – Discussion about not having a front setback for multifamily. Examples in presentation are similar to Piedmont Avenue which do not have street yard setbacks. These buildings are built right to the front property line.

Additional comments by Maria Morga – Height limits for Zone C and D properties that are adjacent to and close to single-family residences. Are stepbacks appropriate in these cases? Consider a difference in the height maximums between Zone C and Zone D. Consider a distinction between Grand Avenue and Civic Center height standards for Zone D.

Reported by John Malick – Want to point out that as a developer, the prices and rental rates are nowhere near the cost of construction and rental rates needed to convince someone to build in Piedmont. Min \$350 per s.f. \$3.50 per s.f. for normal rental market housing. \$3.50 per s.f. for a 9 x 20 parking space also. Feasibility analysis is off by 75% (too low). Willing to share an appraisal/proforma that is necessary to get a bank to loan.

Reported by Mary Davis – Questions about why the specific styles for ADUs. These are predominant styles in Piedmont. The pre-approved ADU styles do not preclude residents from building other designs so long as they meet the normal requirements (that do not specify style). Comment that ADU standards should be dependent on whether or not the ADU is visible from the street. Concerns about privacy. Concerns that current setbacks are insufficient and that the standards could include more measures to maintain privacy. Incentive to encourage renting ADUs out.

Reported by Ian Dunn – Where do we get these plans? When can I get them? Clarify how the height of ADUs is measured. Adapt for hillside sites. How much customization is permitted? Dimensions, roof orientation, etc? Contemporary or Modern prototype? If there are state-approved ADUs, include these are resources in the ADU incentives doc.

Reported by Mark Hogan – Do we really need to match the style of the existing residence? Does the pre-approved ADU need to match the existing house? Current standards are too rigid. PG&E metering and new meter is a burden. Question about is anyone looking at manufactured housing? Prototypes looks expensive to construct. How to maintain affordability longer than 10 year deed restriction? More Modern design options.

Attachment D

Page 92 of 105

From: [Jane Lin](#)
To: [Piedmont Is Home](#)
Subject: Comments for Objective Design Standards
Date: Sunday, November 20, 2022 11:16:46 AM
Attachments: [Comments for ODS_JLin.docx](#)

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

To the Planning Department,

Please see my comments for Objective Design Standards in the attachment.

Thank you,
Jane Lin

From: [Jane Lin](#)
To: [Pierce Macdonald](#)
Subject: Fwd: Multifamily Objective Design Standards (MODS)
Date: Thursday, June 08, 2023 11:37:48 AM
Attachments: [image004.png](#)
[image003.png](#)
[image001.png](#)

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

To the Planning Commission and Senior Planner Pierce Macdonald,

My name is Jane Lin. I am a member of the Piedmont Housing Advisory Committee. I am writing about the adoption of the Piedmont Multi-family Objective Design Standards (MODS) that is set for a hearing on July 10, 2023. I have been following the development of the MODS since the beginning of the process. I am particularly interested in this aspect of housing policy because my professional work includes preparing multi-family objective design standards for other municipalities including the Cities of Emeryville, Albany, San Leandro, and Union City. I am writing in support of the MODS prepared for the hearing.

The process that was used to prepare the MODS included public meetings and a public comment period. Staff made a comprehensive effort to involve public voices, the expertise of citizens, and work with those who have concerns. I have always thought of MODS as one of our best chances for input at a local level on the character of new housing. I submitted a detailed letter during the public comment period with general support for the MODS, but also some more detailed criteria that could be considered. I have reviewed the changes with staff and have found the changes to be responsive to my comments. The MODS are inline with other nearby jurisdictions and reasonably flexible while upholding common characteristics of building design present today. I am glad to see that the decisions about design criteria are backed by the intention to make developing housing less onerous and, in some cases, less expensive.

There may be others who find the MODS to be conservative, highly technical, and perhaps a bit hard to understand. I want to reassure those who are worried that these MODS will be too limiting; creativity can still be considered if applicants opt out of ministerial review (if applicable) with a discretionary review to consider alternative designs.

What you see before you is a good start given the process to date. This definition of *good housing design* is likely to evolve over time. There will inevitably be some standards that are tested as projects come forward and apply them in the future. I am hopeful that the future discussions of design criteria will consider changing taste and technology so that these standards remain relevant and provide more options to the design preferences of the

neighborhoods.

Please adopt the MODS so that housing project review can be streamlined.

Thanks,
Jane

----- Forwarded message -----

From: **Jane Lin**
Date: Thu, Jun 8, 2023 at 8:15 AM
Subject: Fwd: Multifamily Objective Design Standards (MODS)
To: Jane Lin

----- Forwarded message -----

From: **Pierce Macdonald** <pmacdonald@piedmont.ca.gov>
Date: Wed, Jun 7, 2023 at 10:35 AM
Subject: Multifamily Objective Design Standards (MODS)
To: Jane Lin

Hello Jane,

Please find below the link to the staff report prepared for the draft Piedmont MODS:

<https://www.piedmontishome.org/event/planning-commission-meeting-3-c7992-6mm37i-t42dl-kwzk8-g8c65-dtf26>

On pages 4 to 6, you can find the revisions that were made to the first draft and the recommended revisions to the current, second draft that are supported by staff.

These recommendations incorporate comments received from members of the public, including your comment letter. The Planning Commission may direct staff to make additional changes.

Please let me know if you have any questions.

Sincerely,



Pierce Macdonald

Senior Planner

City of Piedmont

[120 Vista Avenue, Piedmont, CA 94611](#)

pmacdonald@piedmont.ca.gov | (510) 420 - 3063

Effective February 28, 2022, the Piedmont Planning & Building and Public Works Departments will be open for counter service, including unscheduled inquiries via walk-in, telephone and email, during the following hours:

- Monday through Thursday: 8:30 a.m. to 5 p.m. (open including the lunch hour)
- Friday: Closed to members of the public.

Receive Planning & Building Department news emails by subscribing at:

<https://lp.constantcontactpages.com/su/rMGm1oM/PiedmontPlanBuild>



Irene Cheng
135 Sunnyside Avenue
Piedmont, CA 94611

November 22, 2022

City of Piedmont
Planning Department
120 Vista Avenue
Piedmont, CA 94611

Re: Comments on City of Piedmont's Multi-family Objective Standards

Dear Piedmont Planning Department:

I am writing to offer feedback on Piedmont's latest draft Multifamily Objective Design Standards (MODS). I am a resident of Piedmont, design professional, and professor of architectural history at the California College of the Arts. My academic specialization is nineteenth-century American architecture, including Arts and Crafts design, but I have a deep appreciation of a range of architectural styles.

I appreciate the numerous changes that have been made in the current draft, incorporating feedback that I and others gave the City last fall. The current document is improved from the previous version. However, I continue to find the current MODS overly restrictive, complicated, aesthetically conservative, and stylistically subjective. Many of the measures impose excessive costs on new multifamily development and are so out of line with best practices in present-day multifamily housing design that they would likely discourage market-rate development, and effectively make the construction of affordable housing meeting the MODS impossible.

However, my primary objection to the MODS is that they will not contribute to creating high-quality design and, in fact, are likely to produce just the opposite. As someone who has practiced or taught architectural design for twenty years, I can attest that excessive requirements for variation in facade treatment, rooflines, and other ornamental treatments often lead to over-complicated, cacophonous, and unsightly architectural design. The MODS seem targeted to create one particular style of architecture: The faux-Mediterranean-historicist Il Piemonte building on Piedmont Ave is the favored model. In contrast, most of the guidelines would disallow a more modern style of architecture such as the Amador apartments just up the street. Both of these works of architecture are high-quality and within Piedmont's orbit—and hence contextual. Within its borders, Piedmont has examples of both historicist

(Mediterranean, Craftsman, and more) and modern/contemporary architecture. So why is one style being favored in the new “objective” design guidelines?



Il Piemonte (left) and the Amador (right) - two mixed-use multifamily buildings on Piedmont Ave.

To return the MODS to an objective basis, I ask that the City remove or revise the following standards, which are aesthetically arbitrary and unnecessary:

B.1. (p.6 and 18-19) Eliminate or reduce requirements for window bays or recesses to enable more modern, less cluttered facade designs.

B.1.a.ii and B.2.a.iv. (p.6, 18-19) and C.3.b. (p.26) Delete the requirement for changes in roof parapet height, roof form or building height. Roofs should be allowed to have clean, straight lines without decorative jogs. This standard has no objective basis and essentially disallows modern building styles.

B.5.d. (p.10 and 22) Remove requirements that 50 (in multifamily) or 100 percent of residential (in mixed-use developments) windows must have divided lite design. Divided lites are not consistent with modern architectural styles. There is no objective basis for this requirement.

C.3.e. (p.13-14) and C.3.cii (p.27) Delete the requirement that buildings exhibit TWO ornamental features for “over 15% or more of each facade.” Requiring buildings to have patterned accent tiles, carved insets with grilles, stucco or tile motifs, or terra-cotta tile chimney top will produce schlocky ornamented facades. This standard has no objective basis and will actually have a very negative design impact, in my view.

In addition, I strongly recommend revision of the following standards:

A.1.a. (p.5 and 17) Remove requirement for 5 foot stepback along front and street side facade to allow for more continuous facade designs, up to 4 stories. Stepback above four stories may be fine.

A.4.a and b. (p. 6 and 17) Change the prohibition on balconies and decks abutting single-family uses in Zone A on upper story facades or roofs, and the requirement that they be oriented toward street yards. This will bar roof decks from most of the most promising multifamily sites in Piedmont, most of which abut single-family parcels in Zone A. Roof decks are desirable features, and will help multifamily buildings meet the open space requirements specified elsewhere in the MODS. We should not make them effectively impossible to incorporate.

B.3.c. (p. 8) Do not require recessed forecourts, or reduce dimensions.

B.4. (p. 10) Eliminate requirement for ground floor finish floor elevation to be 18 inches above the sidewalk elevation. This will make it more expensive to meet accessibility requirements.

B.1.a.c. (p. 18) Reduce specification for porches or decks over a minimum of 25 percent of the facade to 15 percent. The 25% guideline may be hard to meet, especially given the restrictions on decks in other parts of the document.

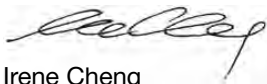
B.2.a.v. (p. 7 and 19) The standard allows roof decks that are enclosed, “provided the deck and deck occupants are not visible from the right-of-way or adjacent single-family property within 300 feet.” This requirement will disallow roof decks in a large proportion of parcels. For example, most of the mixed-use parcels on Grand Ave abut properties on Olive that sit high above Grand. It may be impossible to put a roof deck on a building on Grand that is not visible to neighbors on Olive Ave. The same condition exists on Linda Ave, with respect to neighbors on Sunnyside Ave. See comment to A.4. above.

B.2.e. (p.19) Please remove limitation on roof decks to a maximum of 30 percent of a building footprint. See comments to A.4 and B.2.a.v. above.

C.2.a.(p. 12 and 25) Add fiber cement siding as an allowed primary cladding material. Fiber cement siding (for example, Hardie board) is commonly used on small multifamily buildings in our area, and is higher quality than EIFS, which is listed as an allowed primary cladding material.

As the City moves forward to encourage multifamily housing production, it is important that we get these design guidelines right. I urge the City to revise the MODS to be truly objective and able to give rise to high-quality, urbanistically sensitive architecture in a variety of styles. Thank you.

Yours truly,



Irene Cheng

Pierce Macdonald

From: Lisa Joyce <lisajoyce@sbcglobal.net>
Sent: Tuesday, November 22, 2022 10:17 AM
To: Pierce Macdonald
Subject: Re: Multi-family Objective Design Standards

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

Thanks Pierce.

One question of clarification when you get a chance - I know that affordable housing cannot be subjective to design review - so my comment about that would not apply. But are these standards to apply to any multi-family housing proposed in the city? And would those be subject to design review? How might projects that have some of both be handled?

Thanks also to you and your colleagues for all the work you have done on the housing element. I have appreciated the outreach efforts and find the website very informative.

Have a Happy Thanksgiving ~

Lisa

Lisa Joyce **Architecture**
 1416 Grand Avenue
 Piedmont, CA 94610

Mobile: 510.541.2661
 Office/fax: 510.653.2116
lisajoyce@sbcglobal.net

http://www.houzz.com/pro/ljarch/_public

On Nov 22, 2022, at 9:01 AM, Pierce Macdonald <pmacdonald@piedmont.ca.gov> wrote:

Thank you, Lisa. We will review your comments.

From: Lisa Joyce <lisajoyce@sbcglobal.net>
Sent: Monday, November 21, 2022 6:03 PM
To: Piedmont Is Home <piedmontishome@piedmont.ca.gov>
Subject: Multi-family Objective Design Standards

[EXTERNAL] This email originated from an **external source**. Please use judgment and caution when opening attachments, clicking links, or responding.

Over the past several weeks I have looked at the proposed standards several time. Each time I come away with the same reaction - they are overwhelming and excessively detailed.

As both a resident of Grand Avenue (where multi-family housing might - and should - be developed) for 33 years and as an architect who specialized in multi-family affordable housing early in my career, I am very interested in the proposed standards. Design standards are difficult to develop as they can be followed to the letter and still result in mediocre or even bad building design because excessive standards squelch creativity. (Kind of like telling Picasso he can only paint in the style of Da Vinci!)

In a nutshell, the design standards as written work against both good design and reasonable construction costs. The following are just a few examples of this:

Mitigate against good design by being overly prescriptive

The guidelines seem to be based on one successful building type; in reality there are many. These guidelines hamper the ability of the architect to develop an appropriate overall design that suits the site, the client, and the future occupants. While Piedmont's housing stock is mostly traditional in style - there can be successful multi-family housing built that is modern in style.

Discourage development of affordable housing by increasing costs both in design time and construction

Some of the provisions show a lack of understanding of how buildings are built. For example, the requirement to have all windows recessed at least 2" from the face of the finish requires significant additional labor to achieve. Incorporating these numerous requirements will also add cost for design time AND the work of city staff to confirm they are all met.

Apply standards to future residents of these dwellings that do not apply to current Piedmont residents

For example, there is a requirement that roof decks, if provided, must not allow "...the deck or the deck occupants to be visible fromadjacent single-family property within 300 feet." Yet throughout Piedmont there are many decks visible to the adjacent single-family properties. Due to our local topography, some of the decks are often so close neighbors can reach across to each other!

I looked back at both the work of my former partner, Sam Davis (who has both won awards for and written books about affordable housing design) as well as the recent work of other award-winning Bay Area housing architects such as David Baker Architects and Michael Pyatok Architects. Most of the attractive and successful projects these renowned architects have designed would not meet the design guidelines as written.

In my experience designing affordable housing, we presented our projects to the local government bodies and explained and defended our design work. Adjustments and compromises were made to assure the goals of the city and the local neighborhood were also met. Can these standards be streamlined, knowing the designs will ultimately be subject to design review?

Attachment D

Page 101 of 105

I suggest that the city invite some local architects with multi-family and affordable housing design experience to provide their insight on what might constitute reasonable design guidelines to achieve the City's goals but not hamper good design or increase construction cost unnecessarily.

Thanks for the opportunity for input.

Lisa Joyce

Lisa Joyce **Architecture**
1416 Grand Avenue
Piedmont, CA 94610

Mobile: 510.541.2661
Office/fax: 510.653.2116
lisajoyce@sbcglobal.net
http://www.houzz.com/pro/ljarch/_public

Attachment D

Page 102 of 105

From: [Stefanie Pruegel](#)
To: [Piedmont Is Home](#)
Subject: multifamily buildings: Recycling and composting enclosures/structures
Date: Wednesday, October 12, 2022 8:11:51 AM

[You don't often get email from stef@gigantic-idea.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

[EXTERNAL] This email originated from an external source. Please use judgment and caution when opening attachments, clicking links, or responding.

Please make sure the new multifamily design codes include provisions for useful and functional recycling and composting infrastructure.

Under SB 1383 and the Alameda County ty Organics Reduction & Recycling Ordinance (see link below), multifamily properties are required to separate and compost all food scraps and other organic materials, and recycle properly. Multifamily buildings are far behind on doing a good job on this, often because infrastructure is terrible, requiring residents to walk all the way down to a dark scary basement to empty their compost pails into green bins while trash chutes on each floor are for garbage only, encouraging people to not separate and just landfill everything. There are much better designs out there but they have to be REQUIRED to be put into all new multifamily buildings. I would be very interested to know how Piedmont's rules for MF buildings handle this.

www.stopwaste.org/rules

Thank you,
 Stefanie Pruegel



July 24th, 2023

Kevin Jackson
Director of Planning & Building
120 Vista Avenue
Piedmont, CA 94611

RE: Piedmont's Draft Objective Design Standards dated June 2023

Mr Jackson:

East Bay for Everyone is a network of people fighting for the future of housing, transit, tenant rights, and long-term planning in the East Bay. We write to give comment on the June 2023 draft of Piedmont's Objective Design Standards.

Building Sites + Applicability

The City of Piedmont has a limited number of sites that fall under Zone C and Zone D zoning, and there are therefore a limited number of sites for which these development standards can be applied. Among these sites, most are quite small by multi-family standards, while the Objective Design Standards imply much larger buildings. The standards are often out of scale for the "missing middle" style development that would be most appropriate for the typical Piedmont multifamily site.

Restrictive Design Standards

Contrary to HCD guidelines, the Objective Design Standards produced are extensive and restrictive to variety in development. Due to their length and rigidity, the Design Standards as presented would produce repeated and monotonous development patterns. Design Standards should be loosened to provide reasonable flexibility while ensuring the overall aesthetics of a project will match the City of Piedmont's desired look.

These Objective Design Standards also do not adequately allow for minor variances or deviations to be approved at the staff level, particularly with regards to site constraints. As written, the standards imply a flat site, particularly with regard to project frontages and entrances which do

not provide enough flexibility to appropriately grade a sloped site, while maintaining ADA accessibility. Design Standards should include allowances for deviation from the code in the case of sloped sites, allowing Design Professionals and Planning Staff to design sensible and code-compliant entrances.

Cost-Escalating Requirements

Several of the Design Standards listed in the document add measurable cost increases to proposed developments, which are often counter to the contextual development patterns of the City:

Facade Articulation - While horizontal articulation of facades is a typical and productive standard, articulations every 10 feet of horizontal wall is an excessive standard, producing many corners, each adding cost to a project for structure, building envelope, and trim. Additionally, this modulation creates problematic floor plans, where interior rooms are either limited to 10' widths, or contain oddly shaped, non-rectangular rooms. Facade articulation requirements should be minimized to a larger module.

Facade Ornamentation - Requirements that 15% or more of the facade be ornamented is high, and even many beloved historic buildings do not meet this threshold. These minimums should be reduced or removed altogether.

Vinyl Windows - Vinyl windows present a cost-conscious and energy efficient option for fenestration. Vinyl windows are common on multi-family projects across the State and Country, and their profiles do not deviate significantly from other, more costly materials like wood and fiberglass.

Simulated Divided Lites - These are additional features which add costs to the fenestration of a project. Additionally, the Design Standards as written require the most expensive version of simulated divided lites, with the requirement for interior, exterior, and inter-pane grilles.

Undergrounding of Electrical Service - The requirement to provide electrical service via underground conduit rather than through overhead lines contradicts the patterns of development across much of the City of Piedmont. Undergrounding utilities can add significant costs to a project, particularly for "missing middle" scaled multi-family projects, which are the most likely development pattern on the stock of developable sites in Piedmont. Carve outs should be made for smaller projects to maintain above ground electrical service connections where existing homes are served in this manner.

Non-measurable Standards

Several of the Design Standards written veer away from HCD requirements to be objective and “measurable” such that different designers and reviewers will interpret them precisely and in the same way. Vague standards leave room for interpretation and provide a possible avenue for a compliant development application to be rejected.

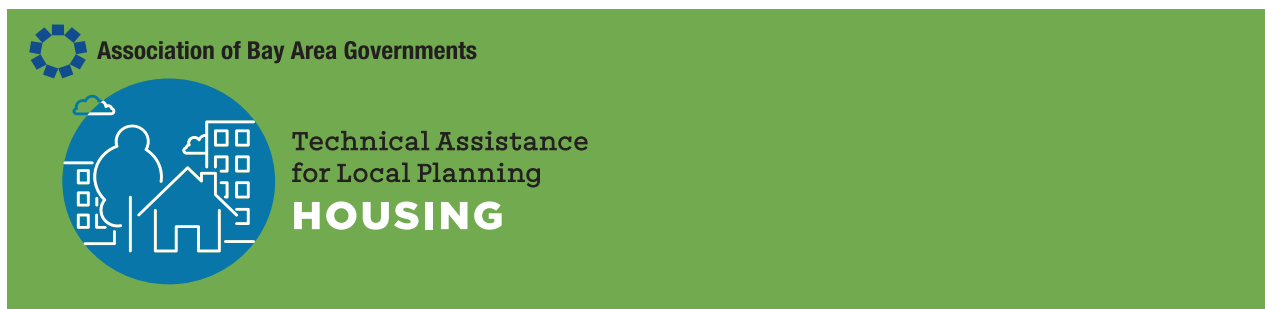
Residential Signifiers - While the Design Standards require that one from a list of four design strategies be used, the scope and extent of these strategies is not adequately defined. Section should be rewritten to provide more clarity as to how many bay windows or balconies should be provided.

Lighting Standards - Each category of lighting standard (entrance, facade, and low-level) is written vaguely and open to interpretation by reviewing authorities. These standards should be rewritten to provide a measurable standard with which to comply

Thank you for taking into consideration our comments on this draft version of the Piedmont Objective Design Standards. We look forward to continuing to engage with the City of Piedmont in this process.

Signed,

The 2500 members of East Bay for Everyone



Using ADUs to Satisfy RHNA

Technical Memo

Background

Jurisdictions are allowed to use ADUs to help satisfy their RHNA requirements; however, the process is somewhat different than other aspects of the sites inventory. The standard method is to estimate the number of ADUs that will be developed in the planning period, then distribute those estimated units into each of the income categories.

Estimating Production

The estimate should be based on the average number of ADU building permits issued each year, multiplied by eight (because there are eight years in a housing element cycle). Most cities base their determination of annual ADU permits by averaging the building permits approved each year since 2018, when state law made it easier to construct the units. This is generally considered a safe harbor.

There is a small amount of flexibility in the calculations. If numbers were low in 2018 (or 2019) but were high in 2020, 2021, and 2022, a jurisdiction could *potentially* use 2019-2021 or 2020-2022 as the baseline. Because this is outside the safe harbor, these calculations would need to be bolstered by a logical explanation for the methodology, e.g., the jurisdiction further loosened regulations in 2019.

Projecting a higher number of ADUs than what has been demonstrated through permit approvals in recent years may be possible, but more challenging. A slightly larger number may be warranted if a robust, funded, and clear plan to increase production has been put in place. However, you are strongly encouraged to coordinate with HCD before deviating from the standard methodology.

ADU sites are not listed in the site inventory, rather they are summarized and tallied in their own subsection.

Determining the Income Distribution

ABAG conducted an analysis of ADU affordability and concluded that in most jurisdictions, the following assumptions are generally applicable. Many jurisdictions are choosing to use these numbers in lieu of conducting their own affordability analysis.

Table 1. Percent of ADUs Affordable to Different Income Categories

Percent	Income Category
30%	Very low income
30%	Low income
30%	Moderate income
10%	Above moderate

Please contact your County Collaborative Technical Assistance Provider for more information on affordability. A few key points are summarized below:

- Use building permits issued for the estimate.
- Jurisdictions do not need to list the addresses for potential ADUs.
- Make sure the assumptions in your Housing Element match the numbers reported in past year APRs.

Please visit the ABAG Housing Technical Assistance page for more information, including a webinar that covers this topic.

Sample Housing Element Write Up

The following is what a jurisdiction might include in their sites inventory section of the housing element.

Since City amended its ordinance in 2019, the number of ADUs permitted has significantly increased. City's ordinance goes beyond state law and allows 1,200 square foot ADUs. Additionally, the City website has an entire section devoted to ADUs with clear information about the standards and approval process. On average, the building department provides comments to completed ADU applications in 10 days. 2018 is not used as a base year because the old ADU standards were very restrictive and the City did not have much information on its website. Production has been consistently higher since the new ordinance went into effect.

Since 2019, the City has issued an average of 12.75 ADU permits per year, as listed below.

Year	Building Permits
2017	2
2018	1
2019	10
2020	15
2021	10
2022	16 (estimate based on first 6 months)

Based on the annual average of 12.75 ADU permits per year since 2019, the City is projecting 102 ADUs being permitted over the eight year planning period and is using ABAG's survey data to distribute the projected units by income category:

Income Category	Percentages	Totals
Very low	30%	30
Low	30%	31
Moderate	30%	31
Above moderate	10%	10

Based on these calculations, the City is able to meet approximately 1/7 of its RHNA through ADUs, and must accommodate another 598 units on the sites detailed in the sites inventory. See table below for a summary:

	V Low	Low	Mod	Above Mod	Total
RHNA	200	200	100	200	700
Pipeline / Approved Units	0	0	0	0	0
ADUs	30	31	31	10	102
<i>Remaining RHNA</i>	170	169	69	190	598

ADUs and Level of Scrutiny of Other Sites in Housing Elements

Cities that are heavily dependent on redevelopment sites (or technically nonvacant sites) face more scrutiny in their lower income sites inventory. ADUs can help some cities avoid this additional scrutiny/analysis. To simplify: if greater than 50 percent of the lower income RHNA can be satisfied by vacant sites, under construction (pipeline) projects, and projected ADUs, cities can avoid the higher standard.

For example: If the lower income RHNA is 100 and there are ten units under construction and sites for ten vacant units, a jurisdiction can avoid the heightened scrutiny if ADU projections are at least 31 units for the housing element period. (Half of 100 is 50. 10 under construction plus 10 vacant plus 31 ADUs is 51, or greater than 50.)

From: [Joshua Parke](#)
To: [Erika Opp](#)
Subject: Additional Points Regarding ADUs and RHNA
Date: Tuesday, September 30, 2025 6:57:28 PM

Hi Erica, thank you for posting the previous information regarding RHNA and ADUs. Please add the additional clarifications for public comment, thank you.

Regarding RHNA and ADUs please additionally note:

The state recommends municipalities start with past ADU permitting numbers (a previous year multiplied by the 8 year housing cycle) as the first step in calculations for RHNA numbers simply because it's so easy and not scrutinized by HCD in a specific manner (no addresses needed, automatic percentage allocations 30/30/30 toward lowest through mid income brackets then 10 for all others). Their actual use is not required to be documented in order to count toward RHNA allocations. Just to be clear this does not require any action, it's simply using existing stock and accepted permits.

Had this initial calculation been done it is entirely possible that the up zoning of Spring vineyard and designation of multiple other sites would have been completely unnecessary. Our current housing element does not account for any ADUs. By not doing so we are overburdening the city with an unnecessary housing density.

A few points to keep in mind would be:

- Recent state law allows for automatic amnesty for people to come forward and have "illegal" ADUs and JADUs certified and permitted. These can then count toward RHNA.

- All ADUs and JADUs count toward RHNA housing stock allocations regardless of whether they were applied for as rent controlled or not.

- Family members who occupy ADUs and JADUs are also people who live in them and can count toward additional low income brackets. This seems simple and obvious but often times the knee jerk reaction is to say unless it's an outside entity it doesn't count.

- Current law and HCD allow municipalities to project the potentiality of RHNA allocations that can be produced during the housing cycle. This means that municipalities that have not provided past encouragement and avenues for ADU construction can add "x" number of units annually to their projection if policies are put in place. This is an extremely valuable tool.

This really shouldn't be able a war of opinions about ADUs, at a minimum we should be using them as the state suggests simply with our existing stock. That said there is a great opportunity here for galvanizing the community around a simple and cost-effective methodology for solving the threat of overly dominant property devaluing developments, and general plan violation lawsuits . Municipalities are allowed to change zoning on parcels that have been

designated as by right as long as they have legitimately found the numbers elsewhere. A community outreach with actual facts as a campaign for bettering our situation would be most welcome progress and forward thinking rather than fear mongering. I think now is a very important time.

Sincerely,

Joshua Parke
Design Principal | PARKE
C 707.312.0346

CONFIDENTIALITY NOTICE: This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.

From: [Joshua Parke](#)
To: eopp@cityofsthelena.com; [City Manager](#); [Paul Dohring](#); [Michelle Deasy](#); [Kate Spadarotto](#); [Aaron Barak](#); [Billy Summers](#)
Subject: City Manager Performance
Date: Monday, October 6, 2025 9:18:47 PM
Attachments: [City Management Outreach.pdf](#)

Good evening Erika,

Please see the following correspondence and form letter for submission for public comment to post to the upcoming city council meeting on October 14th.

Thank you

Dear St. Helena Resident,

We are reaching out regarding ongoing concerns about City Manager Anil Comelo's leadership. Attached is a brief form letter to the St. Helena City Council requesting that they initiate an immediate transition in leadership. If you agree, please sign the attached letter and return it.

If you have had a firsthand experience with Mr. Comelo that you believe the Council should be aware of, please compose and sign a brief factual account of your interaction—include dates, what occurred, and any outcomes if possible. Please email your signed letter and/or personal statement to joshuaparke@gmail.com by Friday, October 10, in order to meet the deadline for the next Council meeting. We will compile all signed letters and personal accounts to submit formally for the October 14 meeting. Alternatively, if you would prefer to send your account directly to the Council, please do so—this is an appropriate time. We have included council email addresses and an email address for direct submission to the city below.

We recognize that, given how some citizens have been treated, this may feel intimidating or risky. We understand and share that concern. However, considering the many problems the town faces, we believe this outreach and communication to the Council are necessary. Given the ongoing lack of transparency, direction, and community-specific understanding around planning and zoning, as well as the possible sale of City assets, we need decisive leadership and clear guidance.

Please note that this correspondence has been sent to City Manager Anil Comelo, each City Council member, and all City staff, and has been filed for public comment prior to being shared with residents.

Thank you for adding your voice in a constructive, professional manner. At your discretion, please feel free to forward this to other community members who you believe may wish to contribute their perspective on this matter.

Respectfully,

Joshua and Sarah Parke and family

Mayor Paul Dohring: pdohring@cityofsthelena.gov
 Michell Deasy: mdeasy@cityofsthelena.gov
 Aaron Barak: abarak@cityofsthelena.gov
 Kate Spadarotto: kspadarotto@cityofsthelena.gov
 Billy Summers: bsummers@cityofsthelena.gov
 City of St. Helena public comment: publiccomment@cityofsthelena.gov

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,



Outlook

Public Comment/Tuesday 10.14.2025/City Manager

From Leslie Stanton <lesliestan@gmail.com>

Date Fri 10/10/2025 11:43 AM

To Public Comment <publiccomment@cityofsthelena.gov>

Hello Council Members - I heartily endorse Mr. Parke's letter to you. I couldn't have said it better and will just add that my respect for this Council and many City Staff members, especially Anil Comelo, is at an all time low. We all deserve better.

Sincerely Leslie Stanton

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City’s employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo’s leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City’s ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo’s transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Jerry & Michele Hyde

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Jessica Hague

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: _____



Homeowner
1154 Hudson Avenue Saint Helena CA 94574

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City’s employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo’s leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City’s ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo’s transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Jordan Coonrad

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

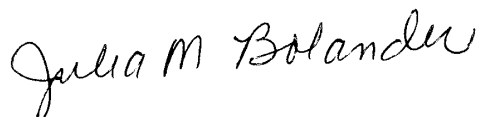
The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

A handwritten signature in cursive script that reads "Julia M Bolander". The ink is dark and the signature is fluid, with a large initial 'J' and a stylized 'B'.

Mayor and Members of the Saint Helena City Council

City of Saint Helena

1088 College Avenue

Saint Helena. CA 94754

Dear Mayor and Council Members,

A short time ago I went to City Hall to speak to the Public Works director. No one at City Hall knew if he was there. Mr. Comelo was behind me. He introduced himself and asked if he could help. After asking my question three times and not getting a straight answer, I said to him that I assume he can't answer the question and walked away in disgust.

Respectfully,

A handwritten signature in cursive script that reads "Julia M Bolander".

Julia M Bolander

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City’s employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo’s leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City’s ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo’s transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Julie Ann Kodmur

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Karen Williams

To whom it may Concern:

I have previously sent a Public Comment to the City Council referencing my introduction to Anil Comelo and his inappropriate and illegal action against Tom Belt regarding threats about filing of Public Records Requests. You may find that comment here. <https://sthelena.civicweb.net/document/266784/>. This incident happened back in August of 2022 shortly after Mr Comelo became City Manager. It was clear during this interchange that he was intending to drive a wedge between the staff and the community. He talked about citizens as adversaries and his need to "Protect" "HIS" staff.

His administration has led to the most divisive relationships between staff and citizens. There was a time when Mr Comelo had staff reviewing social media for anyone who criticized him. He maintained a list and if you contacted him, he would tell people he would not meet with them or give them what they asked for, because they had criticized him.

He was responsible for forcing out personnel that would not cow-tow to his edicts. I was told by 3 different employees at the Employee retreat that people were asked to put comments / questions anonymously into a bowl. One read paraphrased, "why is our staff so top heavy?" When he read it he demanded to know who wrote it. When no one came forward he chastised the room and said that that kind of question would not be tolerated. His style is heavy handed, punitive and tyrannical.

I talked to the then Library Director, Chris Kreiden, on her lunch hour on her last day of work. She said he would freeze her out of Department head meetings. He would schedule meetings with her and then repeatedly cancel. He wanted to restructure the Library and wanted her gone. He made her job so difficult, she took an early retirement. Everyone that leaves does not want to go on record, should it follow them. They know how vindictive he can be.

Although hersey I have been told that he referred to me as a "cunt" in a public setting. When these things have been brought to the attention of Mayor Dohring he has made excuses for Mr Comelo's behavior. I often wonder what Mr Comelo might be holding over Mayor Dohring's head. And strangely once at a city council meeting Mayor Dohring spoke directly to Mr Comelo, "people don't like you much, Mr Comelo."

Although I have not kept a file over the years, several dozen people have contacted me privately about bad experiences they have had with Mr Comelo. Sometimes they are just abrupt or rude interchanges and others involve threats and unprofessional behavior. It is my understanding that they hired a coach for Mr Comelo at the cost of \$8,000 and that this was supposed to be a short term solution to his inappropriate behavior, but that this coaching continues.

Recently the hollowing out of our best and most responsive staff has continued. No one likes working for a tyrant. He gives his loyalists the ability to work from home at will. This may help to explain why these same executive staff do not provide proper supervision to their staff. And why when you call or email, you are lucky to get a response. He strikes me as a very insecure man who tries to cover for that, with threats and bravado.

This City Manager is generally disliked and not trusted. This is not because EVERYONE in town is bad, as he suggests. He does not care what the citizens want, he believes he knows what is best for St Helena, when he is probably the most disconnected and divisive City Manager we have had in the 35 years I have lived here.

The longer he continues as City Manager the worse things have gotten here. I am sure that there would be a substantial celebration by existing staff should he leave. They fear reprisal but my sympathy goes out to them who are working loyally for the town while some of the executive team seems to be working to pad their retirements. The current relationship between the City Government and the governed is unsustainable.

Sincerely,
KellyWheaton
1335 Inglewood Ave
St Helena, CA 94574

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,


1533 Pine St
St Helena

October 7, 2025

Mayor and City Council Members
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Dear Mayor and Council Members,

For too long the City of St. Helena has endured limited and unacceptable action towards its many problems. The current City Manager, Anil Comelo, has not proven to us that he is willing or capable to confront our problems in a timely and democratic way. He has eroded public trust, hindered progress on key initiatives, and demonstrated irresponsible fiscal leadership.

Trust in City leadership is vital, and Mr. Comelo has not provided that. It is our belief that he be asked to leave his position.

Thank you for your consideration.

Respectfully,

Larry Vermeulen

Connie Wilson

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

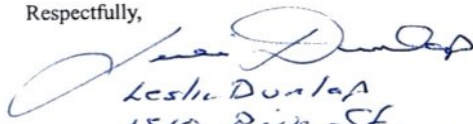
The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,


Leslie Dunlap
1510 Pine St.
Saint Helena, CA 94574

October 13, 2025

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully

Mark B Smithers

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,



10.07.2025

To City Council:

This letter is to formally share my concerns with the City Council regarding a phone call I received from City Manager Anil Comelo on Monday, September 29, 2025.

I am a new Planning Commissioner and have been a resident of this city for the past ten years. This is the first phone call I've had from the City Manager since my appointment on July 22, 2025.

He began the call by stating he had several items to discuss.

The first point was his advice to be cautious about what I say or write publicly. He noted that, as a Planning Commissioner, if I make certain public comments, I could be required to recuse myself from future project reviews. I acknowledged the point and noted that I had received onboarding materials, including the Brown Act and the Code of Ethics. I then asked if there was anything specific I had said or written that led to this call. He said no — nothing came to mind — and that this was just general advice given to all new commissioners.

I responded by explaining that I find the line between speaking as a resident versus a Planning Commissioner unclear, and that it would be helpful to have more specific guidance beyond the general warning of "be careful what you say." Since being a resident is a prerequisite for serving as a commissioner, understanding that boundary is critical.

The second topic was a volunteer group formed following the September 23, 2025 City Council meeting, regarding alternative ideas for Site 10. During the meeting, there was a call for resident volunteers to bring creative input — and I raised my hand and submitted my information to the City Clerk.

On the call, Mr. Comelo stated that many residents had volunteered, and that he preferred I not participate in the group. He quickly moved to the next item.

The third topic related to a formal complaint I submitted after a meeting on July 24, 2025, with Mr. Comelo and Mandy Kellogg. At that meeting, I was told part of the complaint would need to go to City Council. Months passed with no update. After checking with a city council member, it appeared nothing had been brought forward. I followed up by email with Mr. Comelo and Ms. Kellogg — and received no reply.

During the phone call, Mr. Comelo scolded me for following up. He said that when he gives his word, it will be carried out, and that there was no need to follow up. I responded by thanking him for letting me know he was still working on it, and he said it would be going to the Council "in the next couple of months."

I returned to the second topic and asked for clarification: when he said he "preferred" I not be on the group, was that a decision made or simply a preference? He did not answer directly. Instead, he repeated that there were already enough volunteers, and that he preferred I not participate. I then asked how many people were selected and who they were. He declined to disclose that information. Again, I asked: was his "preference" a final decision, or did I still have the option to participate?

At that point, he raised his voice and said, "Michelle, I'm not arguing with you, but I am highly trying to dissuade you from being on the group."

I remained calm and repeated that I wasn't trying to argue — I simply wanted clarity. Eventually, he said, "If you INSIST on being on the group, then you can be on the group." I responded that I wasn't insisting; I was simply trying to understand why I wouldn't be included when I had volunteered, and when several councilmembers had expressed appreciation for my offer to participate.

He again repeated that if I insisted, I could be on the group. At that point, it became clear to me that the only way to remain involved was to insist — so I did. He replied, "Great, you're in the group. Goodbye." And he hung up.

At no point did I raise my voice. I was cordial throughout the conversation, even as the tone from the City Manager became heated. I had to ask the same question multiple times just to get basic clarity. The heat in that exchange was not necessary. It seemed intended to discourage further discussion.

I found this phone call troubling. A formal complaint deserves timely follow-up and clear communication. To be told that I should not inquire — even after months without an update — sends the wrong message. Following up on official matters is not only reasonable; it is expected. And a City Manager should welcome engagement and accountability, not discourage it.

Looking back, the call boiled down to three key messages:

1. Be careful what you say — even though the rules are unclear.
2. I would like you to not participate in a volunteer group.
3. Do not follow up — and do not put concerns in writing.

All three messages point in the same direction: **suppression, silencing, and discouragement.**

The City Manager does not oversee me. I am a resident. He works for the City and the City serves its residents. City Councilmembers represent their constituents and are responsible for holding the City Manager accountable.

When a resident brings forward a formal concern, it should be treated with seriousness and professionalism. Efforts to intimidate, silence, or discourage civic participation — even when subtle — have no place in the government of this town.

There should be zero tolerance for gaslighting, intimidation, or attempts to erode public trust in the democratic process.

To be clear, this is a formal letter of complaint on the conduct of the City Manager.

Sincerely,
Michelle Liu Covell

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,



Print Name: Nicole Abiouness

October 13, 2025

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Pam Smithers

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City’s employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo’s leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City’s ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo’s transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Pat Friday

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,



Phil Murphy

October 8, 2025

Mayor and Members of the St. Helena City Council

City of St. Helena

1088 College Avenue

Dear Mayor and City Council Members,

I have signed the letter asking you to replace City Manager Anil Comelo. I want to add a specific example of his behavior that is by no means is the most egregious but falls within an area very familiar to me

Mr. Comelo requested a meeting with me and Grace Kistner. He asked us to be responsible to contact every homeowner in Vineyard Valley to be sure they have prepared a "Go Bag." We had no authority and in fact don't even know all the people who live in Vineyard Valley. A discussion ensued about evacuation routes and plans. I asked him to consider some type of lighting along the road on top of the levee. If an evacuation were to be needed after dark it could be at the very least frightening to older people many of whom have visual impairments. In a nanosecond he said no. No discussion, just "no." He did say to me "get three City Council votes and then I will consider it. He has authorized spending hundreds of thousands of our dollars on consultants with no resolution of long- standing problems. There was a very poorly planned evacuation drill. Then you, along with Maya DeRosa approved the development of the Hunter Project which make evacuation almost impossible. I was a member of the Measure A Committee and devoted much of my time and effort for nine years to get the St. Helena Flood Control and River Restoration project designed and built. I have little confidence that the system is maintained as required. Mr. Comelo is ultimately responsible for the maintenance of that project.

Sincerely,

Priscilla J. Dell

A handwritten signature in cursive script that reads "Priscilla J. Dell". The signature is written in dark ink and is positioned to the right of the printed name "Priscilla J. Dell".

October 8, 2025

Mayor and Members of the St. Helena City Council

City of St. Helena

1088 College Avenue

Dear Mayor and City Council Members,

I have signed the letter asking you to replace City Manager Anil Comelo. I want to add a specific example of his behavior that is by no means is the most egregious but falls within an area very familiar to me

Mr. Comelo requested a meeting with me and Grace Kistner. He asked us to be responsible to contact every homeowner in Vineyard Valley to be sure they have prepared a "Go Bag." We had no authority and in fact don't even know all the people who live in Vineyard Valley. A discussion ensued about evacuation routes and plans. I asked him to consider some type of lighting along the road on top of the levee. If an evacuation were to be needed after dark it could be at the very least frightening to older people many of whom have visual impairments. In a nanosecond he said no. No discussion, just "no." He did say to me "get three City Council votes and then I will consider it. He has authorized spending hundreds of thousands of our dollars on consultants with no resolution of long- standing problems. There was a very poorly planned evacuation drill. **Then you, along with Maya DeRosa** approved the development of the Hunter Project which make evacuation almost impossible. I was a member of the Measure A Committee and devoted much of my time and effort for nine years to get the St. Helena Flood Control and River Restoration project designed and built. I have little confidence that the system is maintained as required. Mr. Comelo is ultimately responsible for the maintenance of that project.

Sincerely,

Priscilla J. Dell

10-13-25

This is a revision of the original letter written and sent to the City Council on 10-08-25. I have bolded line 9 of paragraph because it is in error. Let the record show that I meant Mr. Comelo along with Mayo DeRosa approved the development of the Hunter Project etc. etc. Let the record also show that Mayor Dohring has always been an advocate for the welfare of the residents of St. Helena, both people who live here and business owners many of whom don't live here. Sincerely Priscilla Dell 10-13-25

There was

October 8, 2025

Mayor and Members of the St. Helena City Council

City of St. Helena

1088 College Avenue

Dear Mayor and City Council Members,

I have signed the letter asking you to replace City Manager Anil Comelo. I want to add a specific example of his behavior that is by no means is the most egregious but falls within an area very familiar to me

Mr. Comelo requested a meeting with me and Grace Kistner. He asked us to be responsible to contact every homeowner in Vineyard Valley to be sure they have prepared a "Go Bag." We had no authority and in fact don't even know all the people who live in Vineyard Valley. A discussion ensued about evacuation routes and plans. I asked him to consider some type of lighting along the road on top of the levee. If an evacuation were to be needed after dark it could be at the very least frightening to older people many of whom have visual impairments. In a nanosecond he said no. No discussion, just "no." He did say to me "get three City Council votes and then I will consider it. He has authorized spending hundreds of thousands of our dollars on consultants with no resolution of long- standing problems. There was a very poorly planned evacuation drill. Then you, along with Maya DeRosa approved the development of the Hunter Project which make evacuation almost impossible. I was a member of the Measure A Committee and devoted much of my time and effort for nine years to get the St. Helena Flood Control and River Restoration project designed and built. I have little confidence that the system is maintained as required. Mr. Comelo is ultimately responsible for the maintenance of that project.

Sincerely,

Priscilla J. Dell

A handwritten signature in cursive script, reading "Priscilla J. Dell". The signature is written in dark ink and is positioned to the right of the printed name "Priscilla J. Dell".

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

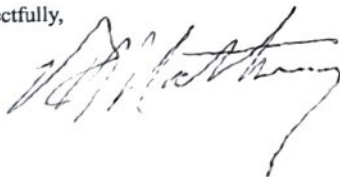
The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,



10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Richard Seifert
2020 BIRCH AVE
ST. HELENA CA 94574

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

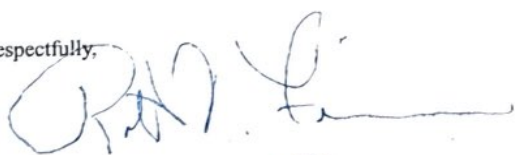
The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

A handwritten signature in blue ink, appearing to read 'R. Fiumara', with a long horizontal flourish extending to the right.

ROBERT V. FIUMARA

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,



ROSS R. ALLEN
643 PRATT AVE.,
ST. HELENA, CA

To: Mayor and Members of the St. Helena City Council

From: Ross R. Allen, 643 Pratt Ave., St. Helena, CA

Subject: Performance issues with City Manager Anil Comelo

As you are aware, due to incompetent financial management of reserve city funds, nearly TWO MILLION DOLLARS in interest was lost over a period of several years while those funds languished in a non-interest bearing account. This on-going situation resulted from a major lack of oversight and incompetence by the City Manager.

Given the difficult financial situation in our city, and the push (by the City Manager and others) to dispose of city properties (e.g. the Adams Street property) to generate revenue, this significant financial loss is forcing the city to consider options with long-term consequences that are very unpopular in our community.

During a previous City Council meeting, when this issue was discussed, the Mayor excused it with “anybody, including me, can make a mistake” and citizens were admonished “don’t be mean.” That response was completely inadequate and the admonition was inappropriate. Insisting on accountability is not “mean.” A consequence for such gross financial mismanagement would typically involve termination for cause in almost every business or municipality.

It is a primary responsibility of the City Manager to ensure that City funds are properly managed. He has failed to do this.

For this reason alone, I support a *Resolution to Facilitate the Exit of City Manager Anil Comelo*.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. Allen', with a stylized, flowing script.

Ross R. Allen
643 Pratt Ave., St. Helena

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,



Print Name: Sarah MacDonald

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Shannon Lail

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

A handwritten signature in black ink, appearing to read 'Steph', with a stylized flourish at the end.

Stephanie Smithers

Personal Statement Regarding City Manager Anil Comelo

To: St. Helena City Council

I am submitting this statement to share firsthand observations and experiences regarding City Manager Anil Comelo's leadership.

As a former City employee with ongoing relationships with current staff, I have observed and personally experienced behavior from Mr. Comelo that I believe is concerning for City leadership. Specifically:

- On multiple occasions at public events, Mr. Comelo has not acknowledged my presence unless explicitly approached, and when engaged, his responses have been curt and dismissive, which I believe is linked to concerns I have raised.
- Staff have confided that they have been instructed not to discuss certain matters with the public and fear retaliation.
- I firsthand witnessed the City Manager destroy the relationship the St. Helena Chamber of Commerce. When Anil started, he said to me, *"I don't believe in Chambers, I wouldn't give the Chamber \$1 if it were up to me."* Without understanding the details of the City/Chamber contract or our dependency on tourism.
- I have observed instances where Mr. Comelo represented staff as being consulted or supportive of certain initiatives, when in fact they had not been consulted or made aware of the matters. Consider calling your previous Parks & Recreation Director.
- The recent formal letter from City staff expressing concern about workplace climate underscore patterns in Mr. Comelo's leadership that warrant careful consideration by the Council.
- The recent Budget survey resulted in insightful open comments, with at least 37 mentions of "city management", "admin", or Anil directly with dissatisfying remarks. Despite the city paying \$7K for this survey tool, these comments we're not shared with the public in a similar fashion as other feedback.
- Additionally, there are circulating reports that the City Council may have reached an agreement with Mr. Comelo regarding an encouraged departure in 2026. If this is true, I believe the public has a right to know considering the numerous complaints that have surfaced.

These patterns of behavior have created an environment where transparency, collaboration, and trust have been compromised. Staff morale and public confidence

appear to be suffering as a result. I urge the Council to take these accounts seriously and evaluate whether current leadership reflects the professionalism, integrity, and openness our community deserves.

The City of St. Helena is facing critical challenges that require capable and trustworthy leadership. The Council has a responsibility to ensure that residents and staff can engage with City Hall without fear or frustration. I hope you will take decisive and transparent action to restore confidence in our local government.

Respectfully,

Stephanie Smithers

October 7, 2025

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City’s employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo’s leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City’s ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo’s transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Stu Smith

St. Helena Mayor and City Council Members

Dear Mayor and Council Members:

While we have not had the contentious personal interactions with City Manager Anil Comelo that other residents have had, his demeanor does not indicate a caring, engaged city leader, nor does he appear to exhibit respect for residents.

What concerns us is the nonchalance shown at the revelation of the city's loss of a potential \$2 million in interest on city funds, an act of incompetence that surely would have met with immediate dismissal in the private sector or any competently-run city.

Mr. Comelo is paid a handsome salary with benefits including a housing allowance, yet he elects to live outside town during the workweek, effectively removing himself from being part of the community he supposedly heads.

St. Helena deserves a city manager who exhibits competence, integrity and a genuine interest in ensuring that the city progresses and overcomes its challenges. We do not believe Mr. Comelo is that leader and we ask that he be replaced.

Respectfully,

Susan and Terry McWilliams

40 year residents

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,


Susan Davis
2020 Birch Ave.
St. Helena, CA 94574

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

A handwritten signature in cursive script, appearing to read "T. Shuel".

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City’s employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo’s leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City’s ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo’s transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

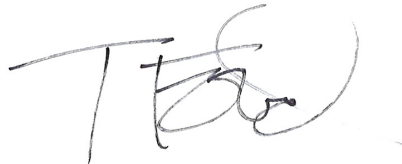
Respectfully,

Print Name: Terence Ford

Returning to St. Helena after ten years of working in southern California, we notice a great deal of discomfort, anger and disputation in the community being directed towards the City government.

Hoping for some answers, I ask the city manager, Anil Comelo, for a short, friendly get-together over coffee. We met at The Roasting Company on July 6, 2023 at 8:30am. The very first thing that Mr. Comelo said, and with some anger, was that "Kelly Wheaton is a cunt!"

I was quite honestly speechless. To this day, I have still not completely processed this brief but revealing conversation. However, I did began to understand some of our problems and where they have been coming from...

A handwritten signature in black ink, appearing to read 'T Ford', with a large, sweeping flourish extending from the end.

Terence Ford

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Tom B. Ellis
10-8-25

Dear St. Helena City Councilmembers,

I'm writing this to share my dislike with Anil Comelo as our city manager. Based upon my experiences with him I have found that he lacks the skills to engage citizens in a polite and professional manner. In fact, I would characterize him as being rude and arrogant.

My first adverse experience with him occurred on September 22, 2022, at the conclusion of a utility rate study meeting. After the meeting I approached him to congratulate him on being our new city manager and to introduce myself to him. I was accompanied by Kelly Wheaton, Arlene and Rich Corsetti and Garry Rose.

As we approached Mr. Comelo, I held out my hand and said "Hello, my name is Tom Belt". Mr. Comelo responded by pointing his finger at my chest and said: *"I know who you are and stop submitting public Records requests"*.

Needless to say, I was completely taken aback by his cold response.

I removed my unshaken hand and didn't know what to say. Then after briefly speaking to the others in my group Mr. Comelo again unprovokedly again pointed his finger at me and repeated: "Stop submitting public records requests". He rudely repeated this demand to me 3 or 4 more times until the group disbanded after which I tried to speak to him more calmly.

Mr. Comelo's unprofessional demeanor in front of my friends was completely unacceptable and unprofessional for a man in his position as city manager.

A few days after the above incident took place, I saw Mayor Paul Dohring walking by my home on Hillview Place. I approached Mayor Dohring and told him about my experience with Mr. Comelo. After listening to me, Mayor Dohring told me I could continue to submit public records requests, but he never addressed Mr. Comelo's rude behavior

On February 5, 2025, I emailed city councilman Aaron Barak. In the email I described five examples of the city being in violation of Proposition 218 with respect to how the city was managing its water and wastewater enterprises. In the email to Council Barak I requested city council to conduct an outside forensic audit of the city's water and wastewater enterprises. Unbeknownst to me Mr. Barak gave my email with the five examples of non-compliance to the city's attorney.

It ended up taking the city attorney 5 months to provide a response to my assertions regarding Proposition 218. Finally on July 22, 2025, I receive an email from Mr. Comelo informing me of the city attorney's findings. The attorney concluded none of my allegations had any merit. On the same day I received the email from Mr. Comelo I emailed him back

to thank him for sending me the attorney's report. The following is the email I sent Mr. Comelo:

"Mr. Comelo,

Thank you for providing me with the City Attorney's complete findings instead of a more condensed summary. I realize had I requested a copy of the complete findings by submitting a public records request, the city could have denied my request because of the exemptions listed in California's Public Information Act.

Respectfully,

Tom Belt"

The following is the reply I received from Mr. Comelo on the same day:

Mr. Belt,

Your PRA request had nothing to do with the sharing of the City Attorney's memo. For the record, city staff have been making these assertions for several years to no avail and it is unfortunate that it required the expending of the City's dollars to produce this report. Further, there is nothing in this memo that is confidential and since it is a record that was specifically created for you, it is appropriate that the complete memo be shared with you.

Thanks
ANIL COMELO

Regarding Mr. Comelo's response, the email I originally sent to councilman Barak was not a public records request. I interpreted Mr. Comelo's reply for me thanking him as another example of his rudeness and I responded accordingly:

"Mr. Comelo,

First, in response to your reply, my email to Councilman Barak on February 5, 2025 was not in the form of a PRA. I was simply advising a new councilman of some concerns I had with the way the city, in my opinion, is out of compliance with Proposition 218. When I emailed Councilman Barak with my concerns, unbeknownst to me, he submitted my comments to the city attorney for review. Again, I never submitted my concerns as a PRA or asked for the city to expend revenue to determine if my concerns were accurate.

Secondly you wrote: "For the record, city staff have been making these assertions for several years to no avail and it is unfortunate that it required the expending of the City's dollars to produce this report." Please expand upon the assertions in your remark. What assertions?

Thirdly, I have not had the time to read the city attorney's findings in depth. Upon my first reading, I am not surprised at the attorney's findings. However, that doesn't mean I completely agree with the report. It will take me time and more research to accept all the findings as accurate.

Forth, in response to your comment about requiring the city spending revenue to respond to my written concerns to Councilman Barak I submit: Based upon the way you disrespectfully treated and berated me in front of my friends at a utility rate study meeting in 2022. And then, treated a friend of mine in a similar way at a Rotary Club meeting. I'm not surprised the city had to expend money to send you to counseling for the way you have treated others in the community. This seems like a needless waste of city revenue.

By the way, I am still waiting for an apology for your rude behavior, pointing fingers, and telling me on multiple occasions to quit submitting public records requests when you had absolutely no legal grounds to make those demands to me.

Thanks,

Tom Belt"

In conclusion, based upon my request after nearly three years of waiting for an apology, Mr. Comelo apologized for his behavior on September 22, 2022, but it was not forthcoming from Mr. Comelo. I had to ask for an apology.

In conclusion, after researching the city attorney's report and findings about my assertions that St. Helena was out of compliance with Proposition 218, I strongly believe the attorney's finding mischaracterized my assertions and that there were errors in his findings. I tried to reach out to city councilmember Michelle Deasey for a meeting with the city attorney to identify his errors, but the attorney refused to meet with me based upon Mr. Comelo's direction.

Tom Belt

Tom Belt
10-9-2025

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

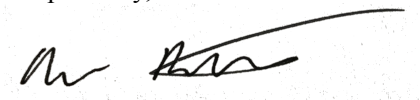
The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

A handwritten signature in black ink, appearing to read 'Adam Rotello', with a long horizontal flourish extending to the right.

Adam Rotello
1795 Fir Hill Drive

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

A handwritten signature in cursive script, reading "Catherine G. Albright". The signature is written in dark ink and is positioned to the right of the word "Respectfully,".

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

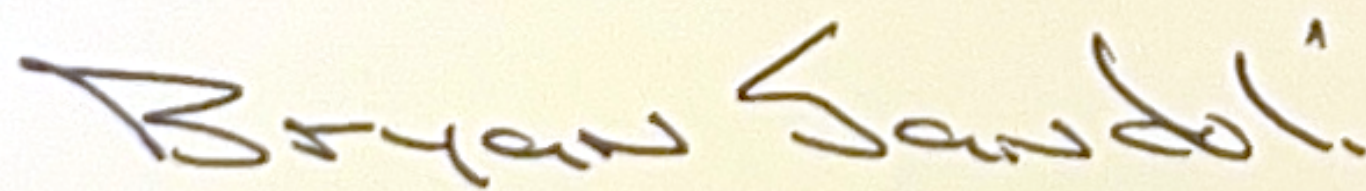
These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: _____



Dear Members of the St. Helena City Council,

I am writing to formally share a troubling interaction I had with City Manager Anil Comelo, as well as express my concern about a larger pattern of conduct that I believe is inappropriate and not in keeping with the standards of public service.

During the 2023 Harvest Festival, while watching the pet parade near the viewing platform, Mr. Comelo approached and remarked that the city should consider charging for stadium seating at the event, suggesting it could generate significant revenue. I initially believed he was joking, but it quickly became clear that he was serious. I politely expressed my disagreement, noting that the Harvest Festival is a community event meant to be inclusive and free for all residents.

What followed was unexpected and disconcerting. Mr. Comelo scoffed at my response, asked my name, and upon hearing it, responded with visible contempt: “Oh, you’re Dan Hale’s wife.” He then turned and walked away without further comment. His tone and demeanor were dismissive and disrespectful.

This interaction, while brief, was deeply unsettling, not just personally, but in what it may suggest about Mr. Comelo’s regard for members of this community. It also preceded, by about a year, a series of defamatory public statements and a false police report made by Mr. Comelo against my husband, Dan Hale, apparently in response to Dan’s inquiries into unlawful alterations made to the city’s zoning code. These actions, taken together, appear to be part of a broader pattern of retaliatory behavior designed to silence dissent or scrutiny.

Mr. Comelo’s conduct reflects a concerning lack of professionalism, transparency, and respect for both the citizens of St. Helena and the principles of open government. Public officials must be held to a high ethical standard, and I believe his behavior falls short of what the community deserves.

I am bringing this to the Council’s attention because I believe it is your responsibility to ensure that city leadership operates with integrity, treats all citizens respectfully, and fosters trust—not fear or intimidation.

I respectfully request that the City Council take this matter seriously and consider an independent review of Mr. Comelo’s conduct, both in terms of his treatment of residents and the actions he has taken in his role as City Manager.

Christine Hale

1851 Madrona Ave

Subject: Conduct of City Manager A. Comelo

St Helena City Council Members,

I am writing to formally reiterate, for the public record, a series of deeply troubling actions taken by City Manager A. Comelo and certain City staff in connection with a building application for the property located at 1443 Madrona Avenue.

During the course of this application process, Planner Galbraith and I became aware that the City's municipal code had been improperly and, in the view of myself and others, illegally altered by City staff. Upon this discovery, I submitted a direct and reasonable request for an explanation as to how such unauthorized changes were made. As Planner Galbraith was not employed by the City at the time of these alterations, I followed up with Planner DeRosa and also notified the City Council of these and other irregularities in the municipal code.

Rather than receiving a transparent or constructive response, my inquiry was met with silence and a coordinated campaign of retaliation. This campaign was orchestrated by City Manager A. Comelo. It began with his filing of a false police report alleging a fabricated "threat" against Planner Galbraith. This was followed by a letter he sent to the full City Council and City Attorney, which not only reiterated false accusations but improperly instructed me to restrict my access to City services.

A subsequent police investigation determined that no threat had occurred and that Mr. Comelo's allegations did not "add up." These actions represent not only a misuse and misdirection of City resources, but was also a clear and willful violation of due process. I formally requested a public hearing to address and correct the public record; to date, that request remains unanswered.

I have compiled a complete and detailed record of all related correspondence and communications, which I am happy to provide upon request. Despite this documentation, Mr. Comelo has continued his efforts to discredit me while directing staff and the City Attorney to avoid addressing the core question: **how and why was the municipal code improperly changed?** His actions have amounted to a focused attempt to slander and degrade my reputation and limit the pursuit of both my livelihood and advocacy. To be clear, to date those efforts have been somewhat effective and have done measurable damage. Mr. Comelo further compounded this misconduct by making false and misleading statements to *The St. Helena Star*, misinforming the public and further undermining trust in City leadership.

After repeated inquiries first by me, and later by my attorney, the City Attorney ultimately acknowledged, approximately four months later, that the municipal code had indeed been altered outside of the legally prescribed public process. While some of these improper changes are now being corrected, the process has been protracted, opaque, and remains incomplete nearly a year after the issue was first identified. The ongoing delays and lack of urgency underscore a broader pattern of inefficiency, evasiveness and predation that have become the hallmarks of Mr. Comelo's leadership.

In my view, Mr. Comelo's conduct, decision-making, and leadership do not reflect the values of the St. Helena community, nor do they serve the best interests of City staff or residents. His actions fall significantly short of the standards of professionalism, transparency, and accountability that the public has every right to expect from those entrusted with civic responsibility. His repeated and publicly demonstrated conduct speaks for itself. Yet the inaction of the City Council despite its clear responsibility and multiple opportunities to intervene amounts to tacit approval. Leadership cannot afford to be passive in the face of misconduct. To remain silent or still is to walk hand in hand with the behavior in question. No invocation of "grace" can repair the damage or absolve the failure to act.

I remain available to answer any questions and continue to urge the City Council to take appropriate, timely action to restore public trust and uphold the integrity of our local government.

Daniel Hale 707.227.4322 danielmarkhale@gmail.com

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Darcy Dunlap
1510 Pine St
St. Helena, CA
94574

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City’s employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo’s leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City’s ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo’s transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

Print Name: Elaine de Man

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.

Respectfully,

A handwritten signature in black ink, appearing to be a stylized 'W' or similar character.

10.06.25

Mayor and Members of the St. Helena City Council
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Re: Request for Resolution to Facilitate the Exit of City Manager Anil Comelo

Dear Mayor and Council Members,

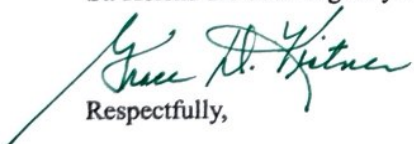
I am writing as a concerned resident of St. Helena to respectfully urge the City Council to initiate a resolution to end the City's employment of Manager Anil Comelo.

The City Manager plays a pivotal role in maintaining the trust, accountability, and effectiveness of our local government. Unfortunately, under Mr. Comelo's leadership, it has become clear that these standards have not been met. Persistent issues—including a lack of transparency, ambiguous and irresponsible fiscal leadership, a polarizing approach to discourse with residents that has fostered an atmosphere of *us versus them*, a general disregard for citizen concerns, and multiple combative interactions with residents and stakeholders—have eroded public confidence and hindered progress on key initiatives.

These concerns are not isolated incidents but reflect a broader pattern of ineffective leadership that has negatively affected the City's ability to move forward. St. Helena deserves leadership that demonstrates competence, integrity, and alignment with the needs and values of its residents.

For these reasons, I respectfully request that the members of the City Council take action to promptly facilitate Mr. Comelo's transition out of employment. Decisive action is necessary to restore trust in City leadership; without public confidence in the City Manager, meaningful progress on critical infrastructure and planning initiatives cannot occur.

Thank you for your service and for giving this matter the attention it warrants. The residents of St. Helena are counting on you to act decisively in the best interest of the City and its future.


Respectfully,

From: [Charles Covell](#)
To: [Paul Dohring](#); [Public Comment](#); [City Clerk](#)
Cc: [Michelle Covell](#)
Subject: Public Comment regarding City Manager
Date: Tuesday, October 14, 2025 11:49:58 AM
Attachments: [image001.png](#)

Dear Mayor Dohring and Members of the Council,

I am writing to add my name to the growing list of citizens calling for the removal of the current City Manager.

My wife, Michelle, and I first encountered Mr. Anil Comelo at the Harvest Festival a couple of years ago, and it was a discouraging experience. He was unnecessarily rude and dismissive — not at all the demeanor one expects from any public servant, much less the chief administrative officer of our city.

Michelle had spent the prior two years working successfully with Caltrans as a private citizen to secure safety improvements along Highway 29 north of Fulton Lane: better crosswalk markings and a speed limit reduction to 25 mph to match the southbound direction. This was a meaningful achievement that directly improved safety for residents and young families — done quietly, without fanfare or political mediation.

When she mentioned this accomplishment to the City Manager, he responded with unwarranted hostility. His tone was elevated and dismissive, and he waved her off, remarking that it “didn’t matter” because “people just get their speeding tickets fixed in court.” He then turned his back on her. Another witness can confirm this incident.

Even if he was personally disinterested in the topic — which would itself be troubling for someone in his position — a basic level of civility and respect toward a citizen was called for. His behavior was unprofessional and frankly offensive.

While I initially hoped this was an isolated lapse in judgment, I have since learned that this was part of a broader pattern. Many residents have described similar experiences of intimidation, defensiveness, and dismissiveness when attempting to engage constructively with the City Manager.

If we were seeing effective leadership, perhaps one could overlook poor interpersonal skills. But the issues now go far deeper. We are seeing dysfunction across city departments, staff turnover, financial mismanagement, controversies within Planning and Zoning, and a declining water system that is nearly unusable despite soaring rates. Moreover, the City Manager has said plainly that creative solutions cannot be expected from him — an astonishing admission for someone in his role.

It is time to move forward. St. Helena deserves a City Manager who leads with respect, creativity, and collaboration — someone who inspires staff and welcomes the talent and goodwill of our residents. We need a leader who values public input, not one who confronts, dismisses, or gaslights the community he is meant to serve.

Charles Covell

Principal
707.968.9280

COVELL ARCHITECTS

1407 Main St. Suite 102 Saint Helena, CA 94574
www.covellarchitects.com

City of Saint Helena
PROCLAMATION
Domestic Violence Awareness Month
October 2025

WHEREAS, NEWS, Domestic Violence and Sexual Abuse Services is commemorating 44 years of service to survivors of domestic violence in Napa County, having opened the first confidential safe house on October 5th, 1981, and began providing safety to those escaping abuse; and

WHEREAS, every year since 1989, the United States Congress has proclaimed October as Domestic Violence Awareness Month, renewing our Country's commitment to standing against domestic violence and meeting the needs of survivors; and

WHEREAS, Domestic Violence Awareness Month is about raising awareness and uplifting the needs, voices and experiences of survivors. This year's national campaign of **"With Survivors Always"** calls on us to explore what it means to be in partnership with survivors toward *safety, support, and solidarity*; and

WHEREAS, domestic violence is a public health concern that impacts the well-being and success of individual community members, as well as the community as a whole. Data from the U.S. Center of Disease Control's 2022 National Intimate Partner and Sexual Violence Survey (NIPSVS) show that nearly 1 in 3 women and 1 in 4 men in the U.S. report experiencing severe physical violence from an intimate partner in their lifetime while nearly half of U.S. adults have experienced psychological aggression such as humiliating or controlling behaviors from their partner. Domestic violence can cause severe physical and emotional distress for survivors who are more likely to become suicidal and lose economic opportunities from the abuse. Children who witness abuse are likely to experience abuse themselves and are often used to control other family members which can have lifelong impacts on their mental health. Aside from the obvious physical and emotional trauma inflicted, domestic violence contributes to over 10% of all intentional violent deaths (not including suicide) and costs America over 8 billion dollars a year; and

WHEREAS, by observing October as Domestic Violence Awareness Month we show that our community is committed to supporting survivors and working toward the prevention of domestic violence among future generations.

NOW, THEREFORE LET IT BE RESOLVED THAT I, Paul Jamison Dohring, Mayor, on behalf of the City Council of the City of St. Helena, do hereby proclaim October 2025 as "Domestic Violence Awareness Month", and encourage all residents of St. Helena to honor domestic violence survivors and those who serve them during this month and throughout the year.

Dated:

Signed _____

Paul Jamison Dohring, Mayor



Agenda Report to the City Council

Agenda Section: PRESENTATIONS AND PUBLIC RECOGNITIONS

Department: Public Works

DATE:	October 14, 2025
FROM:	Joseph Leach, Assistant City Manager/Director of Public Works/City Engineer
SUBJECT:	Presentation by Water/Wastewater Advisory Committee members regarding collaborative efforts to address Water Quality issues.
RECOMMENDED ACTION:	
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE PURPOSE:	W/WW AC Water Quality Subcommittee Members Jay Kouba and Peter White to present current disposition of water quality issues and short-, medium- and long-term strategies to address.
FINANCIAL IMPACT:	

DOCUMENTS ATTACHMENTS:

[2025-10-14 Water Quality 100625](#)

Water Quality Improvement

City Council Presentation

By

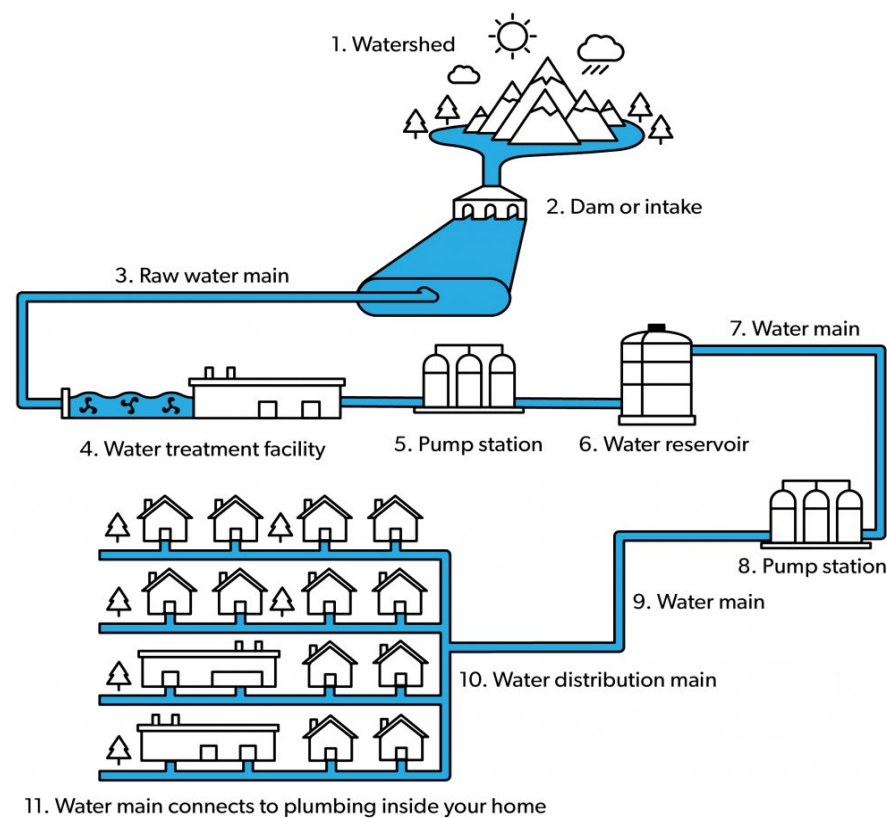
Water/Wastewater Advisory Committee

Water Quality Subcommittee

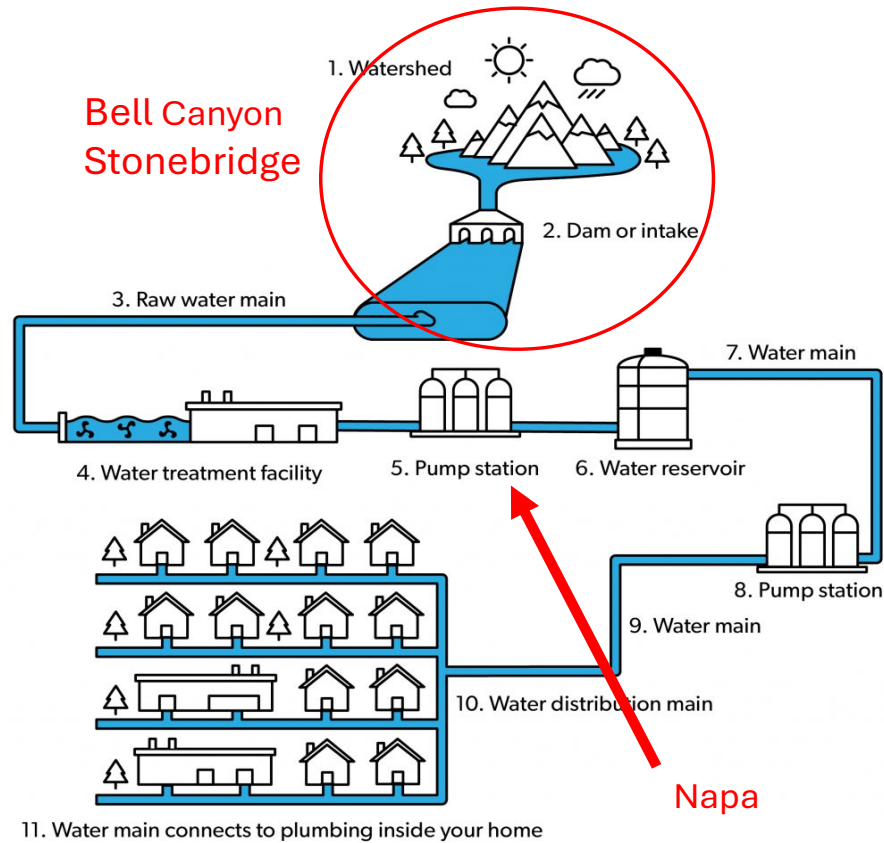
Jay Kouba & Peter White

October 14, 2025

St. Helena has a Typical Potable Water System

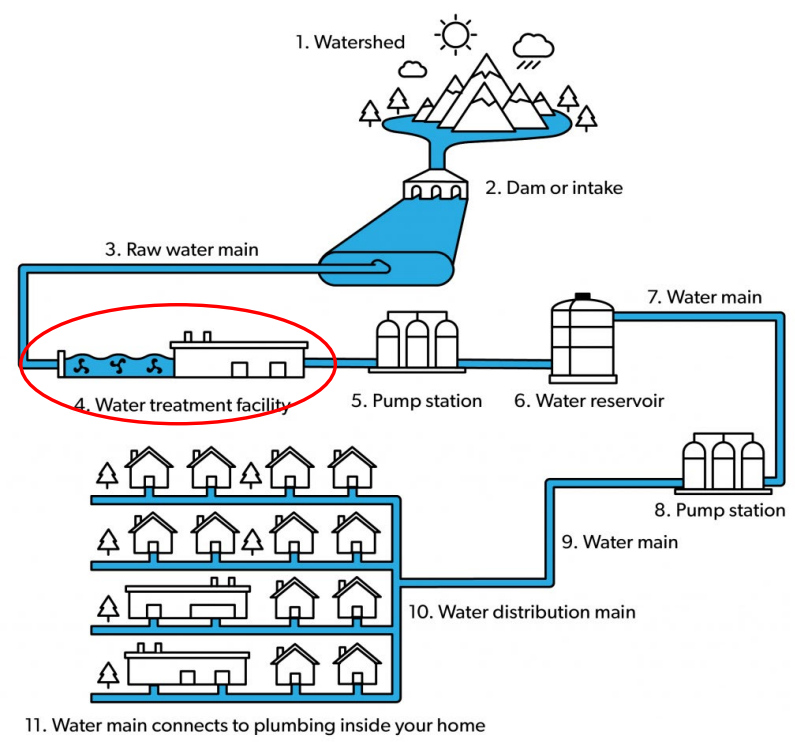


Our Water Comes from Three Sources



- Two sources of raw water
Bell Canyon Reservoir
Stonebridge Wells
- One source of treated water
Napa

Water Quality Problems Stem from Inadequate Raw Water Treatment

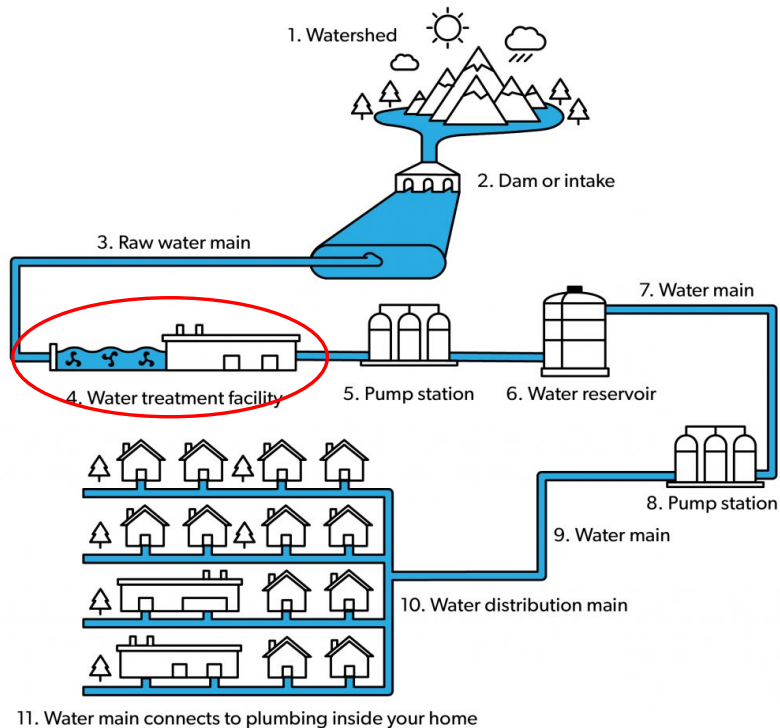


Solids and color in distributed water result primarily from inadequate removal of naturally occurring iron and manganese raw water during water treatment

Taste and odor in distributed water results primarily from inadequate removal of naturally occurring biological materials from raw water during water treatment

Distribution pipelines have years of accumulated solids which are resuspended when water velocity in the pipeline changes abruptly

First Step: Stop the Release of Iron, Manganese and Biologics into the Distribution System



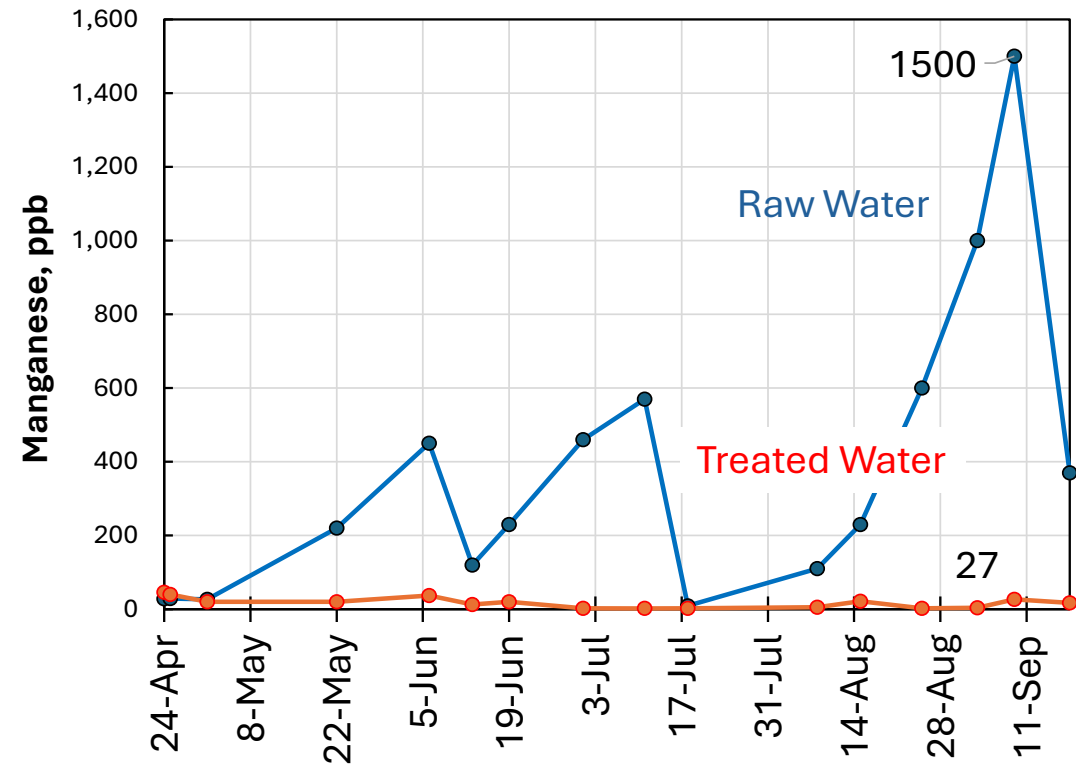
Implement and maintain a water analysis program to identify problems and monitor treatment performance (in place)

Modify water treatment procedures with advice of consultants, to enhance performance using the current equipment configuration (in progress)

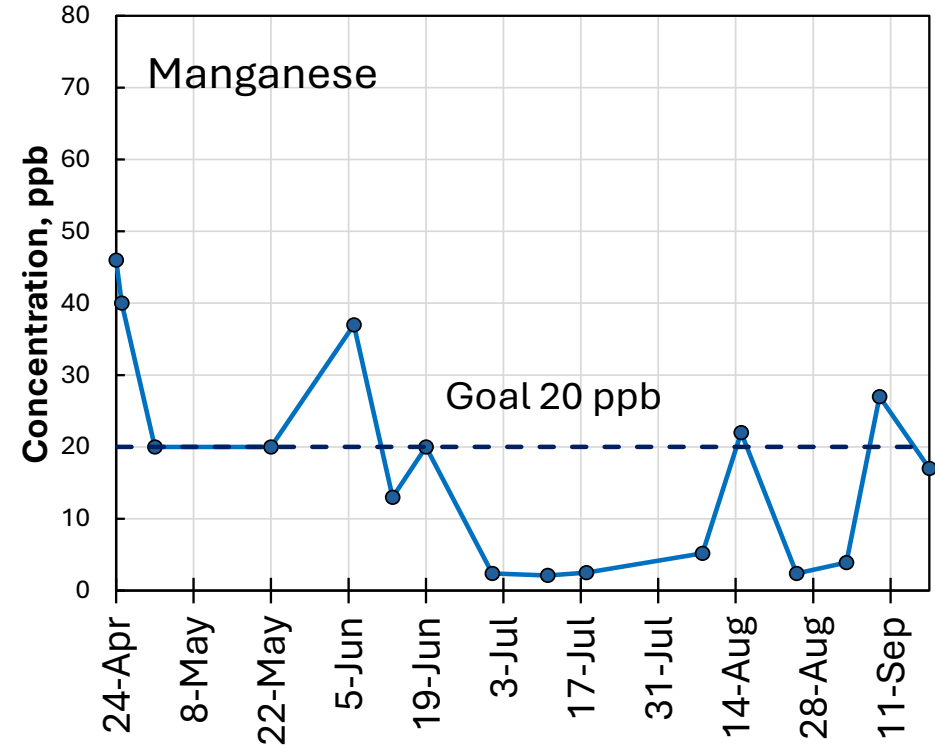
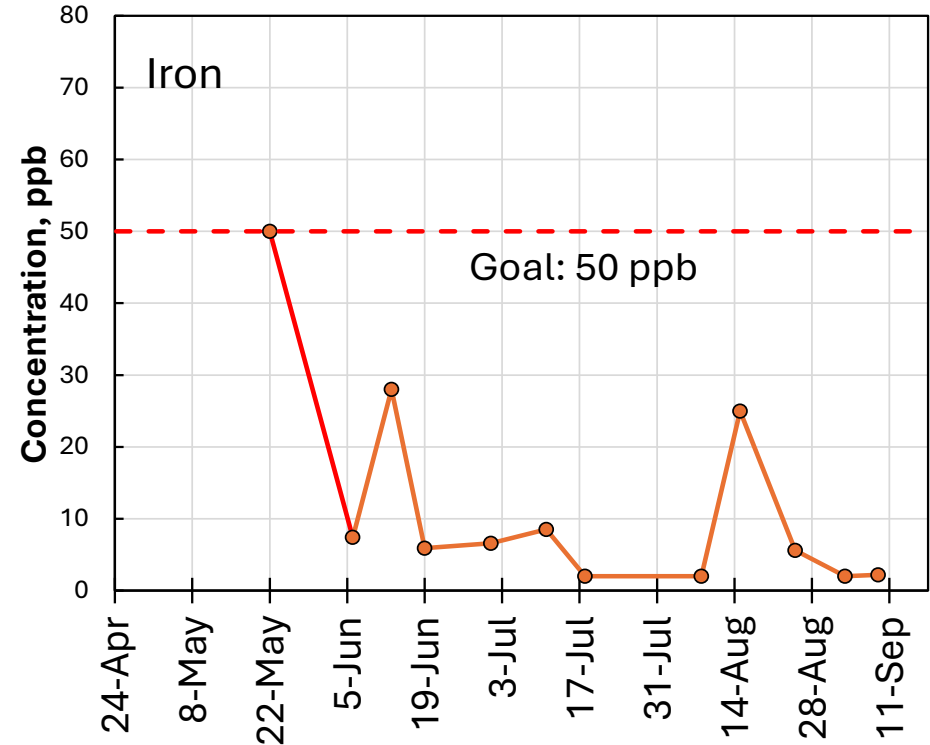
Implement and enhance continuous process control for real-time feedback control of treatment, rapid identification and response to interruptions, and minimization of abrupt water velocity changes (RFP in preparation)

Modify water treatment equipment and procedures to further enhance treatment. Duplicate critical equipment for reliability

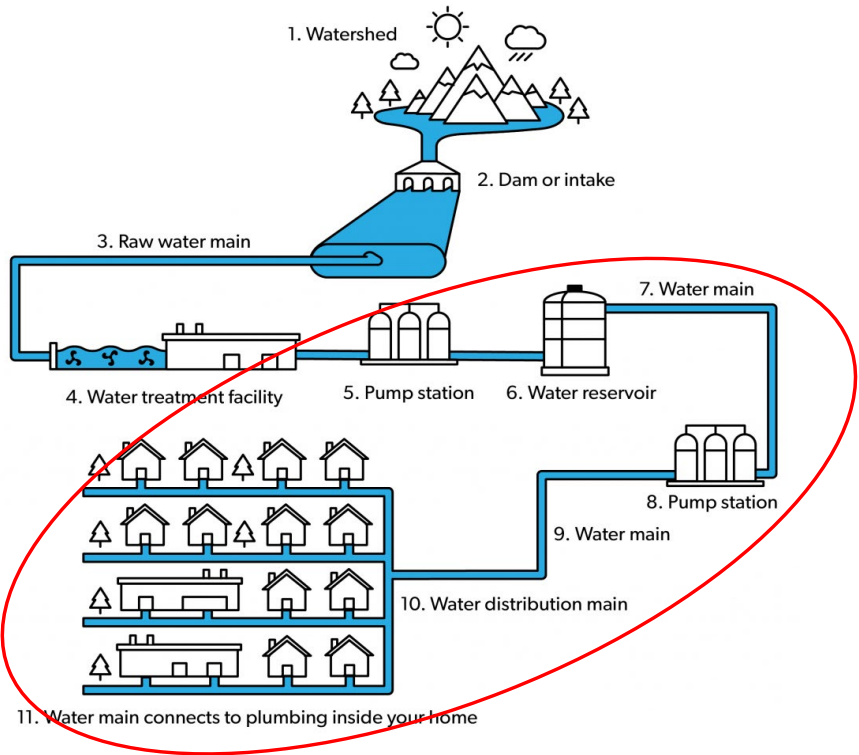
Manganese in Raw Water is High and Variable at Bell Canyon



Manganese and Iron for Treated Bell Canyon Water are below or close to Targets



Once Water Treatment is Stabilized, Address the Distribution System

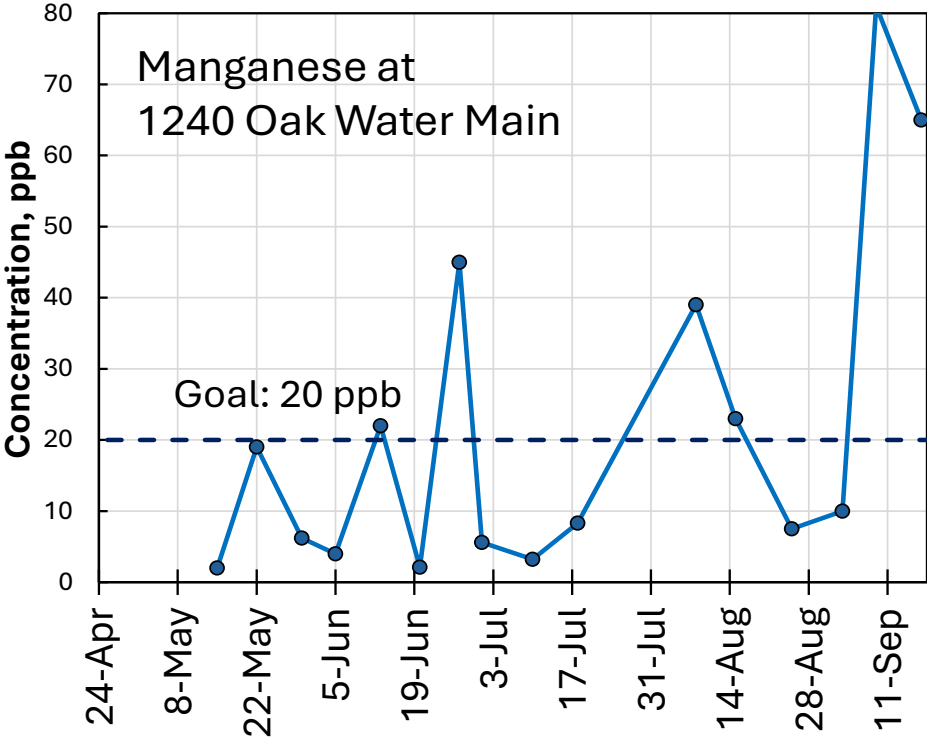
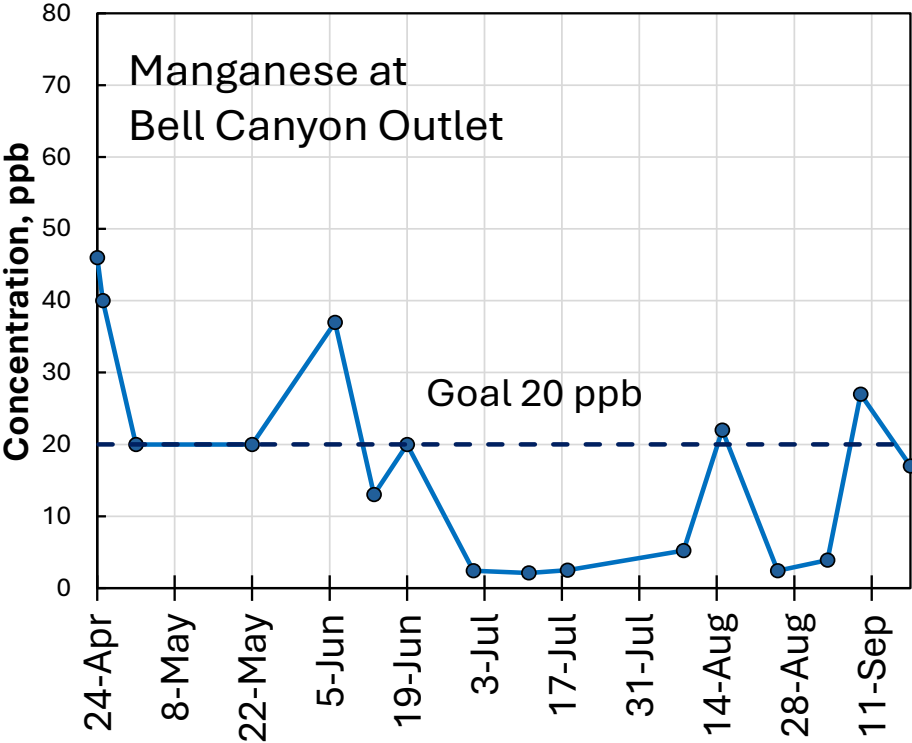


Reduce accumulated solids in distribution pipelines through flushing

Increase pH of distributed water to minimize corrosion

Replace iron water mains with non-corroding pipelines

Old Sediments in Distribution Pipelines are adding to Metals in Delivered Water



Water Quality Improvement

City Council Presentation Staff Briefing

By

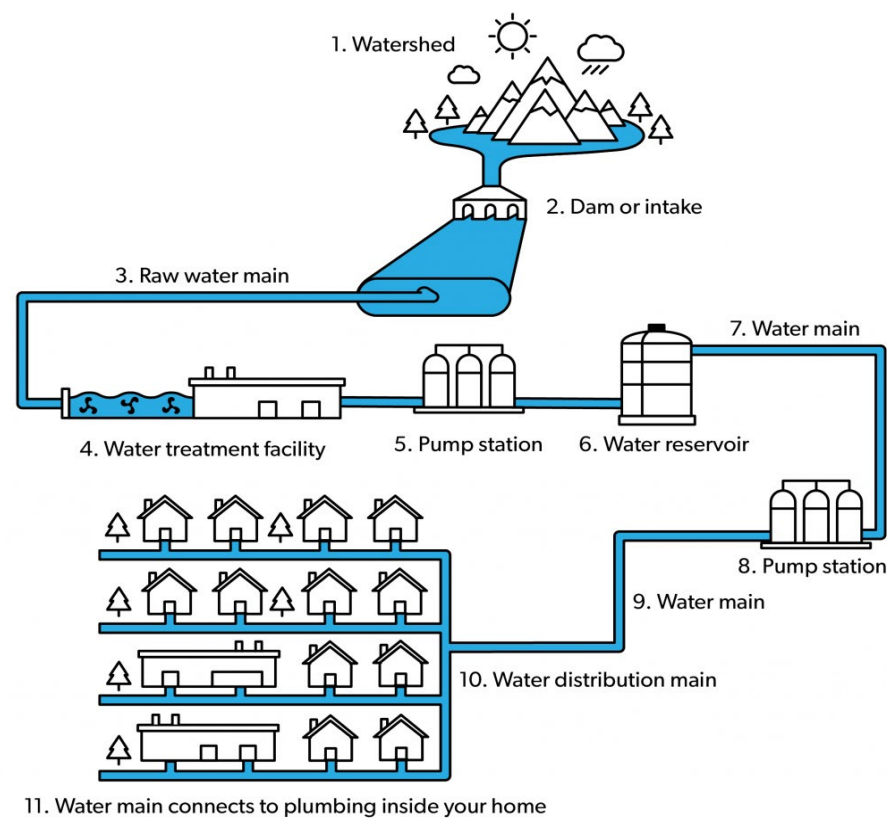
Water/Wastewater Advisory Committee

Water Quality Subcommittee

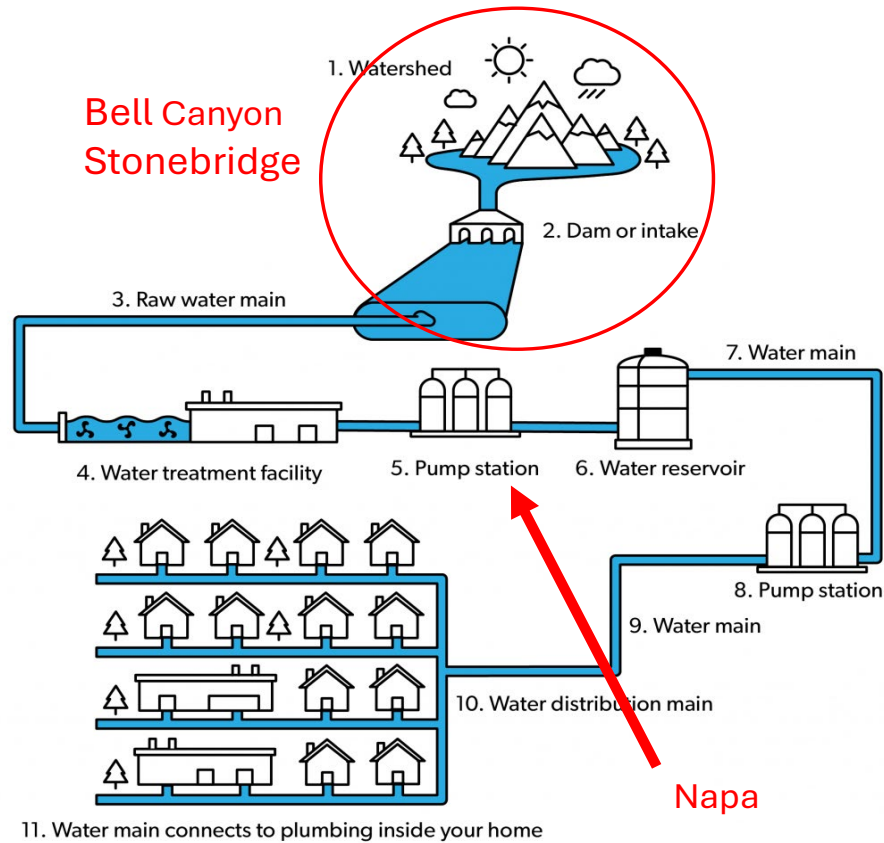
Jay Kouba & Peter White

October 14, 2025

St. Helena has a Typical Potable Water System

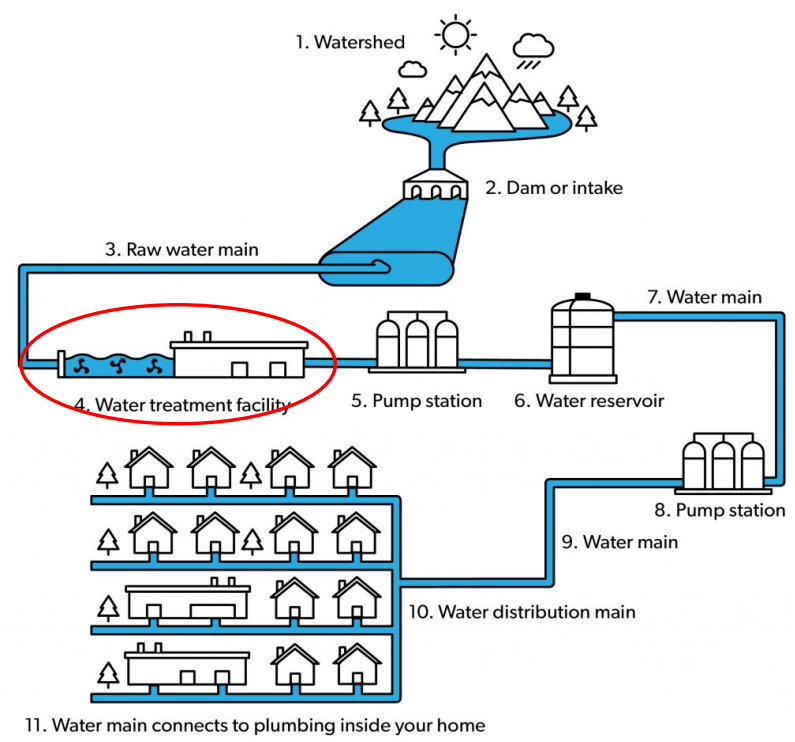


Our Water Comes from Three Sources



- Two sources of raw water
Bell Canyon Reservoir
Stonebridge Wells
- One source of treated water
Napa

Water Quality Problems Stem from Inadequate Raw Water Treatment

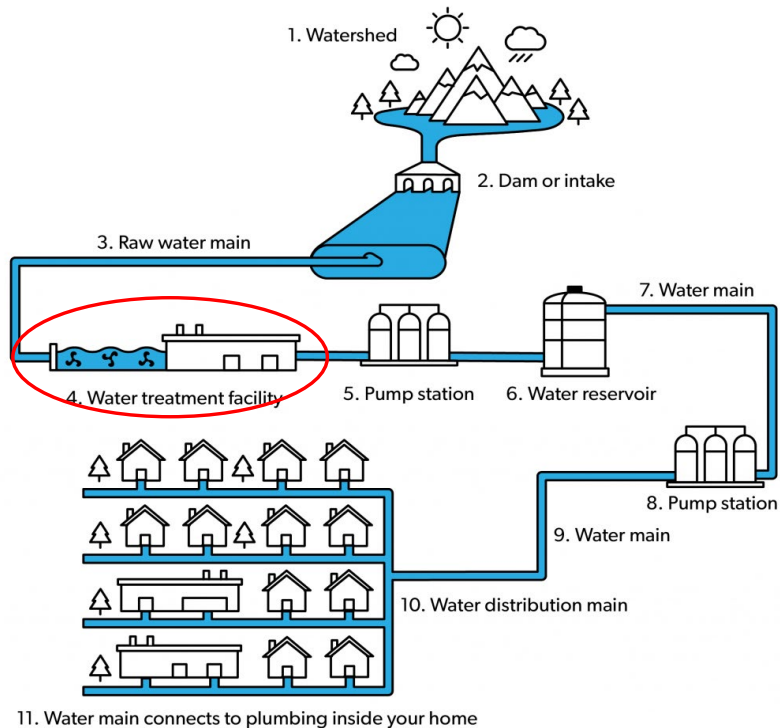


Solids and color in distributed water result primarily from inadequate removal of naturally occurring iron and manganese raw water during water treatment

Taste and odor in distributed water results primarily from inadequate removal of naturally occurring biological materials from raw water during water treatment

Distribution pipelines have years of accumulated solids which are resuspended when water velocity in the pipeline changes abruptly

First Step: Stop the Release of Iron, Manganese and Biologics into the Distribution System



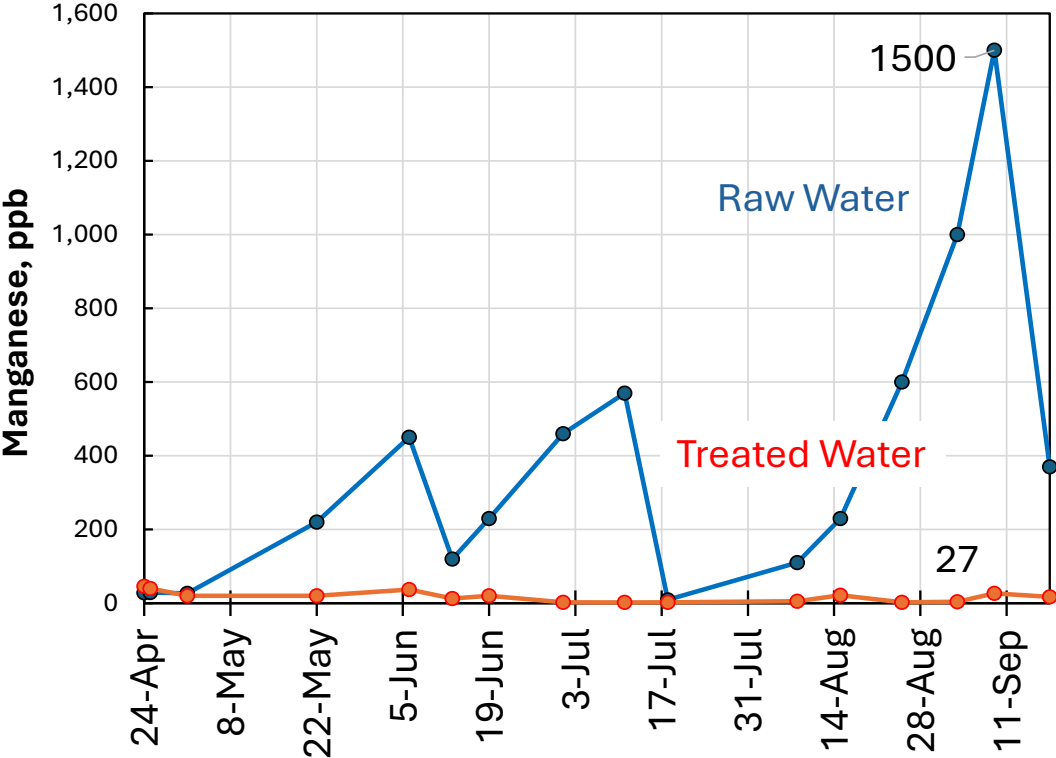
Implement and maintain a water analysis program to identify problems and monitor treatment performance (in place)

Modify water treatment procedures with advice of consultants, to enhance performance using the current equipment configuration (in progress)

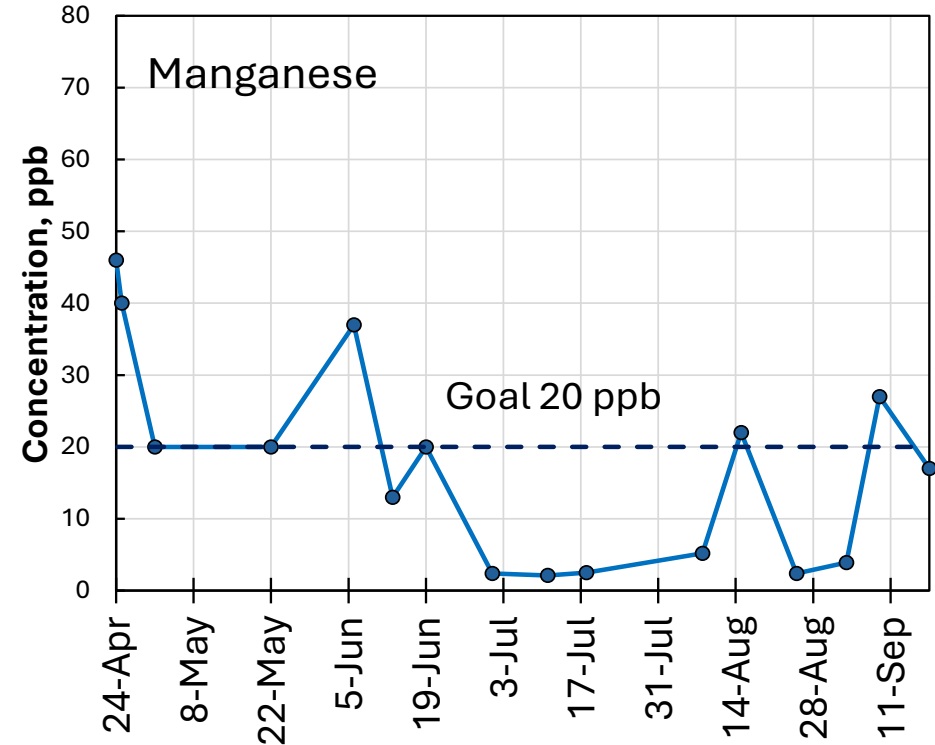
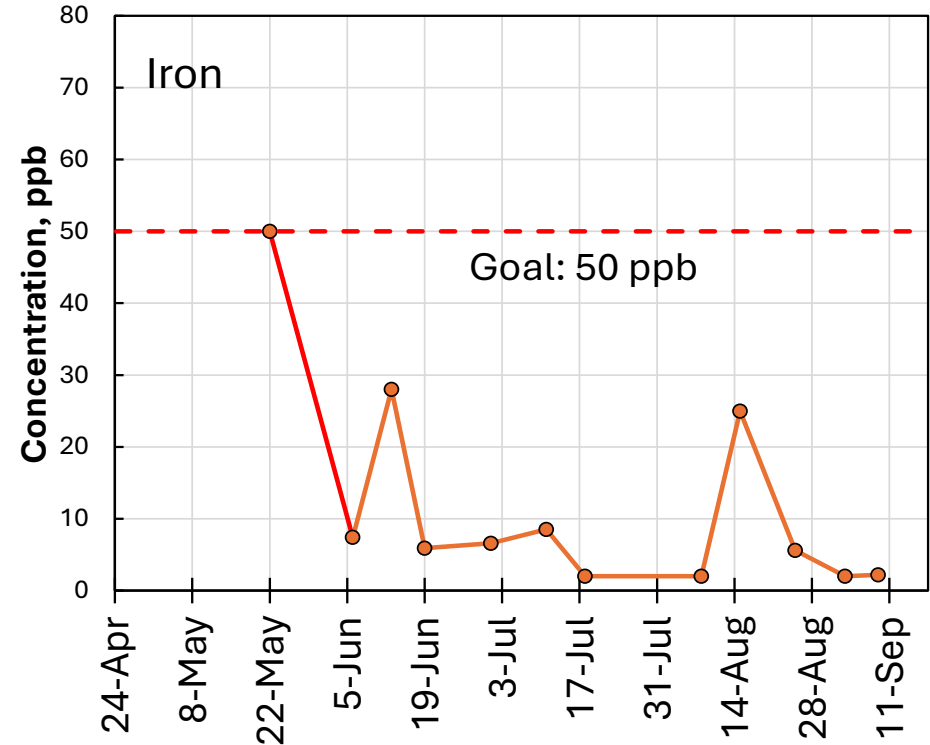
Implement and enhance continuous process control for real-time feedback control of treatment, rapid identification and response to interruptions, and minimization of abrupt water velocity changes (RFP in preparation)

Modify water treatment equipment and procedures to further enhance treatment. Duplicate critical equipment for reliability

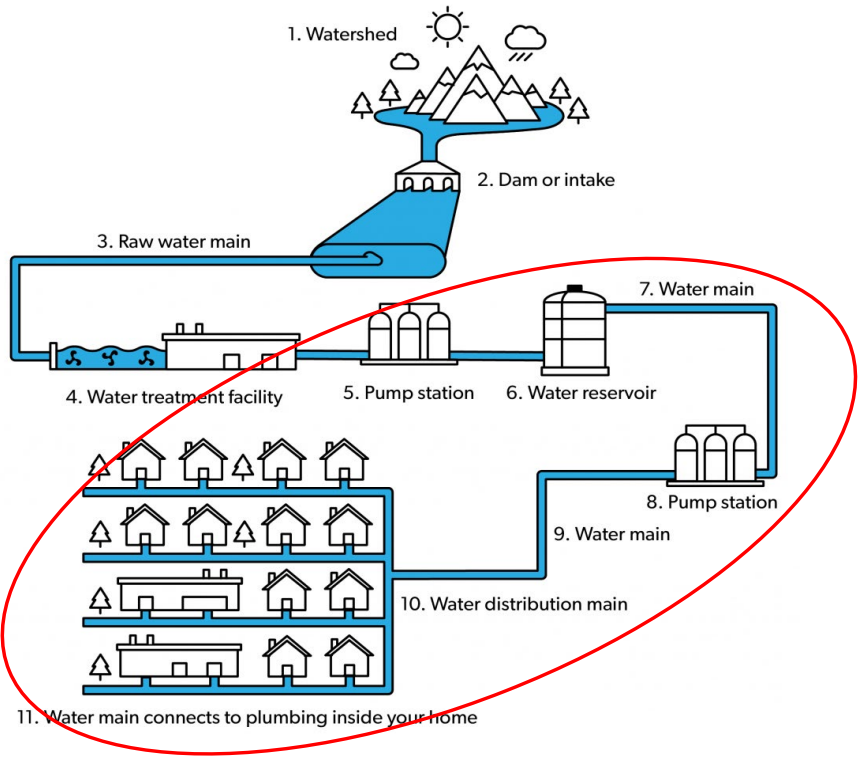
Manganese in Raw Water is High and Variable at Bell Canyon



Manganese and Iron for Treated Bell Canyon Water are below or close to Targets



Once Water Treatment is Stabilized, Address the Distribution System

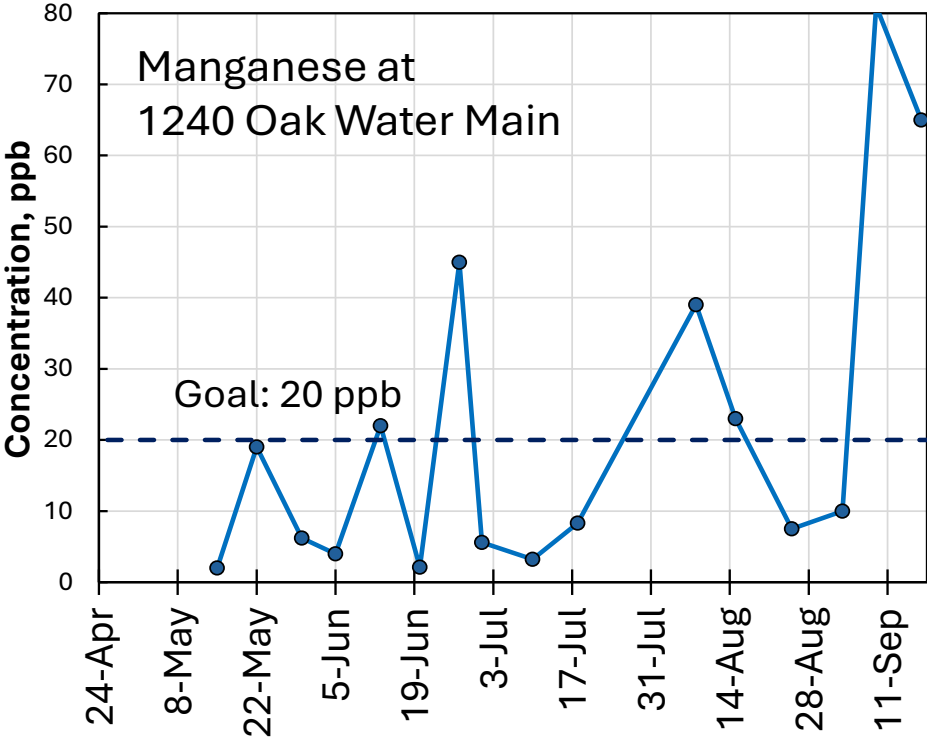
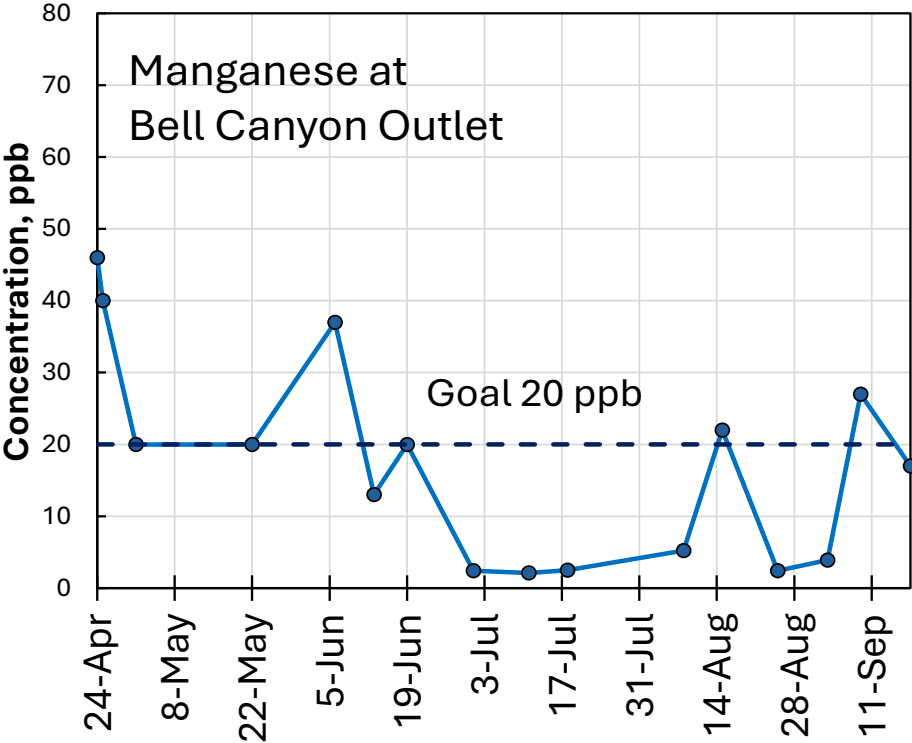


Reduce accumulated solids in distribution pipelines through flushing

Increase pH of distributed water to minimize corrosion

Replace iron water mains with non-corroding pipelines

Old Sediments in Distribution Pipelines are adding to Metals in Delivered Water





Agenda Report to the City Council

Agenda Section: REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

Department: Public Works

DATE:	October 14, 2025
FROM:	Joseph Leach, Assistant City Manager/Director of Public Works/City Engineer, Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Provide status report of the Fiscal Year 2025-26, 1st Quarter for the City of St. Helena's Capital Improvement Plan (CIP).
RECOMMENDED ACTION:	Receive the report and provide direction as appropriate. No Council action is required.
PREVIOUS COUNCIL ACTION:	Adoption of the five-year CIP for Fiscal Years 2025-26 to 2029-30 via Resolution 2025-050 on May 27, 2025.
STATEMENT OF THE PURPOSE:	Provide City Council with an informational update on the progress of active Capital Improvement Plan (CIP) projects during the first quarter of Fiscal Year 2025-26, namely July 1 - September 30, 2025 (i.e. FY26Q1).
FINANCIAL IMPACT:	None, this is an informational report only.

BACKGROUND:

The City's Capital Improvement Plan (CIP) is a multi-year planning and budgeting tool used to identify, prioritize, and implement projects that maintain, improve, and replace the City's infrastructure. The FY2025-29 CIP was adopted by Council on May 27, 2025 continuing multi-year projects and initiating several new efforts.

DISCUSSION:

During FY26Q1, staff focused on aligning project delivery schedules with available resources, refining cost estimates, and advancing design and procurement for several funded projects.

Efforts have also been directed toward:

- Strengthening coordination between Finance and Public Works to improve CIP finance tracking and reporting; and
- Evaluating current and projected spending to ensure bond and grant funds are deployed efficiently; and
- Refining long-term priorities to position the City for future funding and infrastructure grant opportunities.

The attached presentation summarizes financial performance and progress by program area, highlighting spending to date. For Water and Wastewater projects there are the current project stages, and strategic drives guiding the FY2025-26 CIP.

Much of the reporting/presentation structure format was initiated by members of the Water/Wastewater Advisory Committee (W/WW AC), specifically the "Capital Project Prioritization" subcommittee members Mr. Jay Kouba and Mr. Garry Rose. The format/criteria for evaluating/prioritizing projects was presented to the W/WW AC by Mr. Kouba and Mr. Rose at the September 25, 2025 meeting and received affirming feedback.

ENVIRONMENTAL REVIEW: None.

GOAL:

- Goal 1: Strengthen Financial Sustainability
- Goal 2: Improve Infrastructure & Further Environmental Sustainability
- Goal 3: Pursue Water Security & Sustainable Management of Water Resources
- Goal 5: Enhance Quality of Life
- Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other



5-Year Capital Improvement Plan - FY26Q1 Update

October 14, 2025

Joseph Leach, P.E.

Assistant City Manager/Director of Public Works/City Engineer



Civic, Streets & Stormwater | Budget & Spent to Date

Section	Expended/ Encumbered as of 2/28/2025	Continued Approp.	2025-26	Q1 Spent to Date
Civic	\$641,634	\$540,300	\$25,000	\$0.00
Streets	\$6,194,191	\$3,367,753	\$3,681,291	\$1,016,512
Stormwater	\$798,502	\$1,174,000	\$0.00	\$0.00
Total Civic, Streets & Stormwater	\$6,835,825	\$3,908,053	\$3,706,291	\$1,016,512

Streets Crack Sealing Details FY26

Performed by City Staff

Street Name	Length (ft)	Length (miles)
Library Ln.	442	0.084
Chiles Ave.	1531	0.29
Paulson Ct.	362	0.069
Elmhurst Ave.	1150	0.218
Tainter St.	1050	0.199
June Ln.	381	0.072
Vineyard Ave.	2447	0.464
Total	7363	1.4
Total Material Used (lbs)	6330	

Water & Wastewater Budget & Spent to Date

Section	Expended/ Encumbered as of 2/28/2025	Continued Approp.	2025-26	Q1 Spent to Date
Water	\$8,522,393	\$8,598,817	\$7,834,001	\$168,071
Wastewater	\$22,732,185	\$2,929,337	\$2,835,600	\$534,332
Total Water & Wastewater	\$31,254,578	\$11,528,154	\$10,669,601	\$702,349

Thank you to the Water/Wastewater
Advisory Committee.
Namely, the Capital Project
Prioritization subcommittee members
Mr. Jay Kouba and Mr. Garry Rose.

Water & Wastewater Project Stage

Stage		
1	Not Started	17
2	Design PSA	6
3	Preliminary Design	4
4	Final Design	3
5	PSE Preparation	2
6	Bid Process	0
7	Permitting	0
8	Procurement	0
9	Project Execution	8
10	Commissioning	1
11	Stable Operations/Completed	6
Sum		47

Staff prepares a RFP, a design contractor is selected leading to a Prof Services Agreement (PSA)
 Early design Internal or External (i.e. 30% Design Documents)
 Detailed (i.e. 65-95% design documents)
 After Design, contractor prepares Plans, Specifications and Estimate Document used in bid process
 Formal bid process. Construction contractor selected
 Some of the projects require approval of a regulatory body. May be included in preliminary design scope
 Some of the projects require long lead time procurement (Bell Canyon Valve House)
 Sometimes expressed in % of completion
 Start up punch list project acceptance, commencement of warranty period
 Post Warranty Period

Projects work as a coordinated portfolio, not stand-alone efforts.
 Each Stage balances strategy, priority, and timing.
 Ensures steady progress across fiscal years.

Water & Wastewater Strategic Drivers

	Strategic Driver	#	
1	Compliance	10	Reduce exposure to legal and regulatory challenges
2	Maintain Infrastructure	14	Systematically replace existing infrastructure based on risk of supply constraint or disruption
3	Water Quality	3	Improve water quality so that color and odor excursions are rare
4	Supply Flexibility	4	Increase supply security and flexibility for dry years
5	Resilience	7	Build water and wastewater system resilience
6	Enhance Capability	9	Enhance capability and data systems for operations planning, strategy and finance
	Sum	47	

The strategic drivers define why each project exists.
Each project is assigned a strategic driver to clarify intent.

The background of the slide features a dense field of three-dimensional wooden question marks. The wood has a natural, light-brown grain. On the left side of the image, there is a solid, vertical olive-green bar. The text "Questions/ Discussion?" is centered over the image in a white, bold, sans-serif font.

Questions/ Discussion?



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 14, 2025
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration of Resolution converting a portion of a Red Zone to a Loading Zone located at 1309 Main Street, update the City's List of Red Zones (parking prohibitions) and rescinding Resolution 2024-96.
RECOMMENDED ACTION:	Approve the request to convert a portion of a Red Zone to a Loading Zone in front of St. Helena Hotel, rescind Resolution 2024-96 and adopt a new Resolution documenting the updated curb parking restrictions.
PREVIOUS COUNCIL ACTION:	Resolution 2024-96 adopted by City Council on July 25, 2024.
STATEMENT OF THE PURPOSE:	To consider a request from St. Helena Hotel located at 1309 Main Street to convert a portion of the existing Red Curb fronting the building to a Loading Zone.
FINANCIAL IMPACT:	None.

BACKGROUND:

Currently, there is a no parking zone (red curb) fronting St. Helena Hotel located at 1309 Main Street. The extents of the red curb was originally installed to enhance visibility and protect the north side pedestrian crosswalk at Hunt Avenue. However, in November 2018 the pedestrian crossing was redesigned, the north side crossing was removed and relocated to the south side in front of 1298 Main Street. In addition to the relocation, ADA curb ramps, yield markings and additional signage have been installed to ensure pedestrian safety at the new location. The owners of the St. Helena Hotel are requesting that the City convert a portion of the existing red curb to a loading zone to better facilitate access to the hotel.

DISCUSSION:

Upon review of the property owner's request, Staff concludes that the current extents of the red curb at 1309 Main Street is not necessary to maintain safety at the south side crossing and compliance with current regulations.

Staff finds no compelling reason to deny St Helena Hotel's request to convert a portion of the red zone to a loading zone in front of the property. Establishing a designated loading zone will facilitate safer and more convenient loading and unloading for guests. Additionally, the partial removal of the existing red curb will not impact pedestrian visibility at the crosswalk.

The addition of a passenger loading zone will not conflict with AB 413, which states:

A person shall not stop, park, or leave standing any vehicle whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device, in any of the following places:(n) (1) (A) Within 20 feet of the vehicle approach side of any marked or unmarked crosswalk or within 15 feet of any crosswalk where a curb extension is present.

If the request is approved, approximately 40 feet of red curb will be converted to loading zone, 25 feet of red curb will remain which precedes the south side pedestrian crossing.

ENVIRONMENTAL REVIEW: N/A

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-

**Resolution rescinding Resolution 2024-96 and converting a portion of Red Zone
at 1309 Main Street to a Loading Zone**

RECITALS

The Police Chief, Fire Chief and the Public Works Director have identified certain locations for which no parking is recommended in addition to those already in existence. New locations are identified with an underline in the following resolution. Locations not marked by an underline are locations already designated as no parking zones.

RESOLUTION

1. No parking zones or No stopping zones established within Resolution No. 2023-71 are hereby rescinded except to the extent that they are re-established below in this resolution.

2. For purposes of this resolution:

"Curb" means the concrete curbing installed along the side of the street or roadway or, if there is none, the edge of the traveled portion of the street or roadway.

"Intersection" means the point established by extending curb lines of the designated streets without regard for an arced curb installed to provide a turning radius between roadways.

3. Pursuant to Sections 10.10 and 10.11.1 of the City Code the following locations are designated as no parking or no stopping zones within which parking of vehicles on City streets is prohibited.

4. The new restrictions would not go into effect until the proposed paving and striping improvements for Grayson Avenue and South Crane Avenue are constructed.

A) ADAMS STREET

1. Commencing at the northeast intersection of Adams and Kearney Streets thence 25 feet easterly along the north side of Adams Street.
2. Commencing at the southeast intersection of Adams and Kearney Streets thence 72 feet westerly along the south side of Adams Street.

3. Commencing at the southeast intersection of Adams Street and Money Way thence 30 feet easterly along the south side of Adams Street.
4. Commencing at the southeast intersection of Adams Street and Napa Valley Wine Train Tracks thence easterly 30 feet along the south side of Adams Street.
5. Commencing at the southeast intersection of Adams Street and Main Street 42 feet easterly to the point of beginning, thence 20 feet easterly along the south side of Adams Street.
6. Commencing on the south side of Adams Street 138 feet easterly from Main Street thence 20 feet easterly along the south side of Adams Street.
7. Commencing at the northwest intersection of Adams Street and Railroad Avenue thence westerly 28 feet along the north side of Adams Street.
8. Commencing at a point 65 feet east of Main Street thence easterly 20 feet along the north side of Adams Street.
9. Commencing at the northeast intersection of Adams Street and Oak Avenue thence easterly 20 feet on the north side of Adams Street.
10. Commencing at the southeast intersection of Adams Street and Oak Avenue thence easterly 30 feet along the south side of Adams Street.
11. Commencing at the northeast intersection of Adams Street and Oak Avenue thence easterly 25 feet along the north side of Adams Street.
12. Commencing at the southwest intersection of Adams Street and Main Street thence westerly 31 feet along the south side of Adams Street.
13. Commencing at the westerly edge of the westerly driveway of 899 Adams Street thence westerly 30 feet along the south side of Adams Street.
14. Commencing at the easterly edge of the most easterly driveway of the 1010 Adams Street Bank Building and Pharmacy, thence easterly thirty (30) feet along the south side of Adams.

B) ALEXANDER COURT

1. Commencing at the southerly intersection of Alexander Court and Main Street thence westerly along the north side of Alexander Court 160 feet, thence northerly along a curve to the right 160 feet, thence easterly along the southerly side 160 feet to the northerly intersection of Alexander Court and Main Street.

C) CHARTER OAK

1. Commencing at the northeast intersection of Charter Oak and Wine Train Railroad Tracks thence easterly 180 feet along the north side of Charter Oak.
2. Commencing at the southeast intersection of Charter Oak and Wine Train Railroad Tracks thence easterly 197 feet along the south side of Charter Oak.
3. Commencing at the east intersection of Allison Avenue and Charter Oak thence along both sides of Charter Oak Avenue to the easterly end of the street.

D) CHILES AVENUE

1. Beginning at a point lying 84 feet westerly of the northwest bridge abutment corner at Pope Street crossing Sulphur Creek; thence northwesterly 58 feet along the east curb at Chiles Avenue and Pope Street.
2. Beginning at a point lying 154 feet westerly of the northwest bridge abutment corner at Pope Street crossing Sulphur Creek; thence northerly 84 feet along the west curb at Chiles Avenue and Pope Street.

E) CHURCH STREET

1. Commencing at the southeast intersection of Church Street and Hunt Avenue thence southerly along the east side of Church Street to the northeasterly intersection of Pope Street.
2. West side of Church Street five (5) feet north and five (5) feet south of the entrance and exit driveway of the parking lot of the business located at 1120 Pope Street.

F) COLLEGE AVENUE

1. Twenty feet of red painted curb in front of fire hydrant #870 (hydrant is located on east side of College Avenue, 170 feet south of intersection with Pope Street) per California Vehicle Code 22514. North of the red curb for fire hydrant, will commence 45 feet of "Police Parking Only", designated by two painted parking boxes on the roadway (22.5 feet in length) with diagonal striping and "Police Parking Only" painted within the center of each box. "Police Parking Only." signage adjacent to parking. No parking on east side of College Avenue north of designated Police Parking to intersection with Pope Street. North (approximately 106 feet) of the "Police Parking Only" the east shoulder shall remain and be posted "No Parking", to allow the fluid movement of vehicular traffic.

2. Commencing at the southwest intersection of College Avenue and Pope Street thence southerly 360 feet along the west side of College Avenue.

G) DOWDELL LANE

1. Commencing at the east right-of-way of the Wine Train crossing at Dowdell Lane thence easterly 180 feet along the north and south side of Dowdell Lane.
2. Commencing at the driveway to 899 Dowdell Lane thence 12 feet in both the easterly and westerly direction from the edge of said driveway a distance of 12 feet along the northerly side of Dowdell Lane.

3. DOWDELL AND MCCORMICK

- a. Commencing at the southeast intersection of McCormick Street and Dowdell Lane thence 25 feet northwesterly along the east side of McCormick Street.
- b. Commencing at the southeast intersection of McCormick Street and Dowdell Lane thence 28 feet northeasterly along the south side of Dowdell Lane.

H) EDWARDS STREET

1. Commencing at the southeast corner of Edwards Street and Hunt Avenue thence southerly 20 feet along the east side of Edwards Street.
2. Commencing at the southwest corner of Edwards Street and Hunt Avenue thence southerly 20 feet along the west side of Edwards Street.

I) EL BONITA AVENUE

1. Commencing at a point 35 feet west of Community Drive thence westerly 60 feet along the north side of El Bonita Avenue.
2. Commencing at the intersection of El Bonita Avenue and Community Drive thence easterly 80 feet along the south side of El Bonita Avenue.

J) ELMHURST AVENUE

1. Commencing at the northeast intersection of Elmhurst Avenue and Granger Way thence easterly 30 feet along the north side of Elmhurst Avenue.
2. Commencing at the southeast intersection of Elmhurst Avenue and Spring Mountain Road thence easterly 75 feet along the south side of Elmhurst Avenue.

3. Commencing at the intersection of Elmhurst Avenue and Main Street thence westerly 30 feet along Elmhurst Avenue and thence northerly 60 feet along Main Street.

K) FULTON LANE

1. Commencing at the northeast and southeast intersection of Fulton and Main Streets thence easterly 90 feet along the north and south sides of Fulton Lane.
2. Commencing at the easterly intersection of Fulton Lane and Railroad Avenue thence easterly 120 feet along both the north and south sides of Fulton Lane.

L) GRAYSON AVENUE

1. South side of Grayson Avenue from the southwest intersection of Main Street and Grayson Avenue westerly for a distance of 100 feet.
2. North side of Grayson beginning at a point 665 feet westerly of the westerly line of Main Street then west along the north side of Grayson for a distance of 1,165.6 feet between the hours of 7:30 a.m. and 3:00 p.m., Mon. - Fri.
3. Commencing at the northeast intersection of Grayson Avenue and Crane Avenue thence easterly 50 feet along the north side of Grayson Avenue. This is a 24-hour "No Stopping zone."
4. Commencing at a point 50 feet north of the northeast intersection of Grayson Avenue and Crane Avenue thence 700 feet along the north side of Grayson Avenue. This is a "No Stopping" zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.
5. Commencing at the intersection of the easterly driveway of the Primary School Parking Lot and Grayson Avenue thence westerly along the southerly curb line a distance of 25 feet.
6. Class II Bike lane only, which would require parking to be prohibited along the south side. Commencing at the southeast intersection of Grayson Avenue and South Crane Avenue thence 700 feet easterly along the south side of Grayson Avenue.

M) GROVE COURT

1. Commencing at the northeast intersection of Grove Court and Hunt Avenue thence northerly 205 feet along the east side of Grove Court.
2. Commencing 100 feet northerly of the northwest intersection of Grove Court and Hunt Avenue thence northerly 100 feet along the west side of Grove Court adjacent to the heritage oak tree.

N) HUNT AVENUE

1. Commencing at the northeast intersection of Hunt Avenue and Starr Avenue thence westerly 307 feet along the north side of Hunt Avenue.
2. Commencing at the southwest intersection of Hunt Avenue and Starr Avenue thence westerly 465 feet along south side of Hunt Avenue to 105 feet west of Monte Vista extended center line.
3. Commencing at a point 20' east of the southeast intersection of Hunt Avenue and Monte Vista thence easterly 44' along the south side of Hunt Avenue.
4. Commencing at the southeast corner of Hunt Avenue and Edwards Street thence easterly 40 feet along the south side of Hunt Avenue.
5. Commencing at the southwest corner of Hunt Avenue and Edwards Street thence westerly 30 feet along the south side of Hunt Avenue.
6. Commencing on the north side of Hunt Avenue fifteen (15) feet west and fifteen (15) feet east of the most eastern entrance and exit driveway of the Safeway parking lot. This is a 24-hour "No Stopping Zone".
7. Commencing at a point forty (40) feet east of the most eastern entrance and exit driveway of the Safeway parking lot, thence thirty (30) feet along the north side of Hunt Avenue.

O) JUNE LANE

1. Commencing at a point lying 184 feet north of the intersection of Chiles and June Lane; thence along the east curb to the right a distance of 30 feet to the south curb of Hunt Avenue.
2. Commencing at a point lying 184 feet north of the intersection of Chiles Avenue and June Lane; thence along the west curb to the left a distance of 30 feet to the south curb of Hunt Avenue.

P) KEARNEY STREET

1. Commencing at the northeast intersection of Kearney Street and Spring Street thence northerly along the east side of Kearney Street to Tainter Street.
2. Commencing 143 feet north of the northeast corner of Adams Street and Kearney Street thence northerly a distance of 51 feet along the east side of Kearney Street.

3. Commencing 399 feet north of the northeast corner of Adams Street and Kearney Street thence northerly a distance of 33 feet along the east side of Kearney Street.

Q) LA FATA STREET

1. Commencing 215 feet southerly from the southeast corner of La Fata Street and Dowdell Lane thence 60 feet southerly along the easterly curb of La Fata Street.
2. Commencing 398 feet southerly from the southeast corner of La Fata Street and Dowdell Lane thence 40 feet southerly along the easterly curb of La Fata Street.
3. Commencing at the driveway to 899 Dowdell Lane located on La Fata Street thence 12 feet in both the northerly and southerly direction from the edge of said driveway a distance of 12 feet along the westerly side of La Fata Street.

R) LIBRARY LANE

1. Commencing at the north side of the white painted load zone at the St. Helena Library at 1480 Library lane, then twenty-one (21) feet along the east side of Library Lane.

S) MADRONA AVENUE

1. Commencing at the intersection of Madrona and Oak Avenues thence easterly and westerly along the north and south sides of Madrona Avenue 20 feet from each intersection.
2. Commencing at the northwest and southwest intersections of Madrona Avenue and Main Street thence westerly 90 feet along the north and south side of Madrona Avenue.

T) MAIN STREET

1. Commencing at the intersection of Main Street and Madrona Avenue thence southerly 155 feet along both sides of Main Street.
2. Commencing at the intersection of Main Street and Madrona Avenue thence northerly 155 feet along both sides.
3. Commencing at the southwest intersection of Main Street and Sulphur Springs Avenue thence 310 feet southerly along the west side of Main Street.

4. Commencing at Main Street and the Sulphur Creek bridge thence southerly to Sulphur Springs Avenue along both sides of Main Street and northerly 175 feet to Mitchell Avenue along the west side of Main Street.
5. Commencing at the northwest intersection of Main Street and Mitchell Drive thence northerly 20 feet.
6. Commencing at the intersection of Main Street and Spring Street thence 25 feet southerly along the west side.
7. Commencing at the southeast intersection of Main Street and Adams Street thence southerly 50 feet along the east side.
8. Commencing at the southeast intersection of Main Street and Adams Street 120 feet southerly to the point of beginning thence southerly 37 feet along the east side.
9. Commencing at the intersection of Main Street and Hunt Avenue thence northerly and southerly 30 feet along the east side.
10. Commencing at the intersection of Main Street and Spring Street 145 feet northerly to a point of beginning thence northerly 22 feet along the east side.
11. Commencing at the Main Street crosswalk at the south line of Spring Street thence southerly 24 feet along the east side of Main Street.
12. Commencing at the northwest intersection of Main Street and Adams Street thence northerly 35 feet along the west side.
13. Commencing at the southwest intersection of Main Street and Adams Street thence southerly 40 feet along the west side.
14. Commencing at the northwest intersection of Main Street and Spring Street 540 feet northerly to a point of beginning thence northerly 30 feet along the west side.
15. Commencing at the northwest intersection of Main Street and Spring Street 230 feet northerly to a point of beginning thence northerly 90 feet along the west side.
16. Commencing at the northwest intersection of Main Street and Spring Street thence northerly 40 feet along the west side.
17. Commencing at the northwest intersection of Main Street and Elmhurst 400 feet to a point of beginning thence northerly 330 feet along the west side of Main Street.

18. Commencing at the southeast intersection of Main Street and Pope Street thence southerly 170 feet along the east side of Main Street.
 19. Commencing at the southeast intersection of Main Street and Pine Street thence south a distance of 28 feet along the east side of Main Street.
 20. Commencing at the southwest intersection of Main Street and Pine Street thence south a distance of 28 feet along the west side of Main Street.
 21. West side of Main Street from a point one hundred (100) feet south of Grayson Avenue southerly a distance of one thousand six hundred ninety (1,690) feet.
 22. East side of Main Street from the south line of Grayson Avenue southerly a distance of one thousand five hundred eighty-five (1,585) feet.
 23. East side of Main Street beginning at a point one thousand five hundred eighty-five (1,585) feet south of the south line of Grayson Avenue, southerly for a distance of two hundred eighteen (218) feet between the hours of 7:30 a.m. and 5:30 p.m.
 24. East side of Main Street beginning at a point one thousand eight hundred three (1,803) feet south of the south line of Grayson Avenue, southerly for a distance of two hundred seventy-two (272) feet.
 25. West side of Main Street from the northwest corner of Main Street and Grayson Avenue approximately 85 feet across the frontage of A&W Restaurant located at 501 Main Street.
 26. Commencing at the southwest corner of Main Street and the York Creek Bridge thence south 360 feet along the west side of Main Street.
 27. Commencing at the northeast corner of Pratt Avenue and Main Street thence north along the west side of Main Street to the York Creek Bridge
 28. Commencing at a point 45 feet north of the northeast intersection of Main Street and Pope Street thence north 29 feet along the east side of Main Street.
 29. Commencing at Deer Park Road south along both sides of Main Street to the York Creek Bridge.*
- *The area in the Tunnel of Trees is a "No Stopping" zone on both sides of Main Street.
30. Commencing at a point 99 feet west of the northwest intersection of Main Street and Pine Street thence 22 feet west along the north side of Pine Street.

31. Commencing at the southwest corner of Main Street and Charter Oak extending westerly 50 feet on the south side of Charter Oak. This is a 24 Hour "No Parking" Zone.
32. Commencing at the intersection of Main Street and Elmhurst Avenue thence southerly 30 feet along the west side of Main Street.
33. Commencing at the intersection of Main Street and Elmhurst Avenue thence northerly 60 feet along the west side of Main Street.
34. Commencing at a point 25 feet south of the southeast intersection of Britton Way thence southerly 88 feet along the east side of Main Street. This is a "No Parking" zone and reserved for transit buses.
35. Commencing at the Pedestrian Curb Ramp on west side of Main Street at the intersection of Hunt Avenue extending 25 feet northerly, at which point transitions to a loading zone extending 40 feet northerly.

U) **McCORMICK AVENUE**

1. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 170 feet southerly to a point of beginning thence southerly 15 feet along the west side of McCormick Street.
2. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 310 feet southerly to a point of beginning thence southerly 30 feet along the west side of McCormick Street.
3. Commencing at the northwest intersection of McCormick and Vintage Streets 320 feet northerly to the point of beginning thence northerly 25 feet along the west side of McCormick Street.
4. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 530 feet southerly to the point of beginning thence 20 feet southerly along the east side of McCormick Street.
5. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 270 feet southerly to the point of beginning thence 50 feet southerly along the east side of McCormick Street.

V) **MITCHELL DRIVE**

1. Commencing at the southwesterly intersection of Mitchell Drive and St. James Drive thence westerly along the south side of Mitchell Drive to the southeast intersection of North Crane and Mitchell Drive and easterly 300 feet.
2. Commencing at the southwest intersection of Mitchell and Main Street thence 80 feet westerly along the south side of Mitchell Drive.

3. Commencing 230 feet west of the intersection of Main Street and Mitchell Drive thence 88 feet westerly along the south side of Mitchell Drive.
4. Commencing at the northwest intersection of Mitchell Drive and Oak Avenue thence 50 feet westerly along the northerly side of Mitchell Drive.
5. Commencing at the easterly corner of the most easterly intersection of Mitchell Drive and St. James Drive, thence ninety (90) feet along the south side of Mitchell Drive.

W) MONTE VISTA AVENUE

1. Commencing at the cul de sac northerly of Hunt Avenue thence around the perimeter of the 25 foot diameter island.

X) OAK AVENUE

1. Commencing at the southwest intersection of Oak Avenue and Hillview Place thence southerly 65 feet.
2. Commencing at the northeast, northwest, and southwest intersections of Oak Avenue and Pine Street thence 20 feet northerly and southerly along the east and west sides of Oak Avenue.
3. Commencing at the southwest intersection of Oak Avenue and Pine Street thence 30 feet southerly along the west side of Oak Avenue.
4. Commencing at the northeast intersection of Oak Avenue and Adams Street thence northerly 18 feet.
5. Commencing at the southwest intersection of Oak Avenue and Tainter Street 55 feet southerly to a point of beginning thence southerly 20 feet on the west side of Oak Avenue.
6. Commencing at a point easterly of the southwest intersection of Oak Avenue and Tainter Street thence southerly 22 feet along the east side of Oak Avenue at the crosswalk.
7. Commencing at the northwest intersection of Oak Avenue and Spring Street thence northerly 20 feet along Oak Avenue.
8. Commencing at the point of curvature of the southeasterly curve on the east side of Oak Avenue thence southeasterly 160 feet to the point of tangency with the north side of Mitchell Drive.
9. Beginning at a point 339 feet north of Spring Street extending northerly to a point 419 feet on the east side of Oak Avenue.

10. Beginning at the northwest corner of Oak Avenue and Tainter Street thence extending northerly 35 feet on Oak Avenue.
11. Twenty (20) feet southerly from the driveway at 1255 Oak Avenue.

Y) **PINE STREET**

1. Commencing at the northwest intersection of Pine Street and Main Street thence along the north side of Pine Street to Oak Avenue excepting a 25 foot yellow zone terminating 180 feet from the northeast intersection of Pine Street and Oak Avenue.
2. Commencing at the northwest and southwest intersections of Pine Street and Oak Avenue thence westerly 20 feet.
3. Commencing at the southeast intersection of Pine Street and Oak Avenue thence easterly 20 feet.
4. Commencing at the southwest intersection of Pine Street and Main Street thence westerly 40 20 feet.
5. Commencing at the southeast intersection of Pine Street and Main Street thence easterly 115 feet.
6. Commencing at the northeast intersection of Pine Street and Main Street easterly 140 feet.

Z) **PINOT WAY**

1. Commencing at the centerline of the utility and pedestrian access alley that connects Pinot Way to Sylvaner Avenue thence southwesterly 10 feet and northeasterly 10 feet creating a 20 foot long segment centered on the end of the alley.

AA) **POPE STREET**

1. Commencing at the southeast and northeast intersections of Pope Street and Main Street thence east 80 feet to the Wine Train railroad right-of-way.
2. Commencing at the east terminus of Pope Street at the Napa River thence westerly along Stonebridge Park 345 feet on the north side of Pope Street.
3. Commencing at the northeast corner of Paseo Grand Drive and Pope Street then easterly 154 feet on the north side of Pope Street.
4. Commencing at the east terminus of Pope Street at the Napa River thence westerly 400 feet along the south side of Pope Street.

5. Commencing at the southeast intersection of Pope Street and College Avenue thence 340 feet easterly along the south side of Pope Street.
6. Commencing at the southwest intersection of Pope Street and College Avenue thence 680 feet westerly along the south side of Pope Street.
7. Commencing at the intersection of Pope Street and College Avenue thence easterly 680 feet on the north side of Pope Street.
8. Commencing at the northeast intersection of Pope Street and Church Street thence easterly 35 feet along the north side of Pope Street.
9. Commencing at the southeast intersection of Pope Street and the Napa Valley Wine Train Tracks thence easterly 25 feet along the south side of Pope Street.
10. Commencing at the northeast intersection of Pope Street and the Napa Valley Wine Train Tracks thence easterly 145' to the intersection of Pope Street and Church Street.
11. Commencing at the Northeast intersection of Pope Street and Chiles Ave thence easterly 950 feet along the north and south sides of Pope Street.
12. Commencing at the northwest intersection of Pope Street and Starr Avenue thence westerly 392 feet along the north side of Pope Street.

AB) PRATT AVENUE

1. Commencing at the southeastern intersection of Pratt Avenue and the Napa Valley Wine Train and thence easterly a distance of 570 feet along the south shoulder of Pratt Avenue.
2. Commencing at the northeastern intersection of Pratt Avenue and Main Street and thence easterly a distance of 300 feet along the north shoulder of Pratt Avenue.

AC) RAILROAD AVENUE

1. Commencing at the northwest intersection of Railroad Avenue and Adams Street thence 31 feet north along the west side of Railroad Avenue.
2. Commencing at a portion 400 feet north of the northeast corner of the intersection of Adams Street and Railroad Avenue thence north a distance of 50 feet along the east side of Railroad Avenue.
3. Commencing at the south exit of the City Parking lot on Railroad Avenue thence south a distance of 16 feet.
4. Commencing at the north side of the south exit of the City Parking lot on Railroad Avenue thence north a distance of 24 feet.

5. Commencing at the north exit of the City Parking lot on Railroad Avenue thence north a distance of 20 feet.
6. Commencing at the north exit of the City Parking lot on Railroad Avenue thence south a distance of 15 feet.
7. Commencing at the curb beginning at the Napa Valley Wine Train tracks at the northeast corner of the intersection of Adams Street and Railroad Avenue northward through the curb return and thence northerly a distance of 281 feet along the east side of Railroad Avenue.

AD) SILVERADO TRAIL

1. Commencing at the southeast intersection of Howell Mountain Road and Silverado Trail thence south 400 feet along the east side of Silverado Trail.

AE) SOUTH CRANE AVENUE

1. Commencing at the southeast intersection of South Crane Avenue and Grayson Avenue thence southerly 50 feet along the east side of South Crane Avenue. This is a 24-hour "No Stopping" zone.
2. Commencing at a point 433 feet south of the southeast intersection of South Crane Avenue and Grayson Avenue thence southerly 30 feet along the east side of South Crane Avenue. This is a "No Stopping" zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.
3. Commencing at the northeast intersection of South Crane Avenue and Grayson Avenue thence northerly 50 feet along the east side of South Crane Avenue. This is a 24-hour "No Stopping" zone.
4. Commencing at a point 50 feet north of the northeast intersection of South Crane Avenue and Grayson Avenue thence northerly 450 feet along the east side of South Crane Avenue to the bridge. This is a "No Stopping" zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.
5. Class II Bike lanes only, which would require parking to be prohibited along the east side. Commencing at the southeast intersection of Grayson Avenue and South Crane Avenue thence 800 feet southerly along the east side of South Crane Avenue.
6. Class II Bike Lanes only, which would require parking to be prohibited along the west side. Commencing at the southwest intersection of Grayson Avenue and South Crane Avenue thence 800 feet southerly along the west side of South Crane Avenue.

AF) SPRING STREET

1. Commencing at the northwest intersection of Spring Street and Main Street thence westerly 35 feet along the north side of Spring Street.
2. Commencing at the northwest intersection of Spring Street and Main Street westerly 120 feet to a point of beginning thence westerly 30 feet along the north side of Spring Street.
3. Commencing at the shopping center driveway at the intersection of Spring Street and Money Way thence 15 feet westerly and 65 feet easterly along the south side of Spring Street.
4. Commencing at the northeast and the southeast intersections of Spring Street and Oak Avenue thence 33 feet easterly along Spring Street.
5. Commencing at the northwest and southwest intersections of Spring Street and Oak Avenue thence 33 feet westerly along Spring Street.
6. Commencing at the southwest intersection of Spring Street and Oak Avenue westerly 70 feet to a point of beginning thence westerly 70 feet along the south
7. Commencing at the southwest intersection of Spring Street and Oak Avenue westerly 25 feet to a point of beginning thence westerly 50 feet along the south side.
8. Commencing at the intersection of Spring Street and Kearney Street thence easterly 60 feet along the south side.
9. Commencing at the northwest intersection of Spring Street and Kearney Street 70 feet westerly to a point of beginning thence 60 feet westerly along Spring Street.
10. Commencing at the northwest intersection of Spring Street and East Sylvaner 135 feet westerly to a point of beginning thence 70 feet westerly along Spring Street.
11. Twenty (20) feet on both sides of driveway at 2322 Spring Street.
12. Twenty (20) feet on west side of driveway and that strip on the easterly side to adjacent driveway at 1428 Spring Street.
13. Twenty (20) feet east from the west driveway and twenty (20) feet from both sides of the east driveway at 1343 Spring Street.
14. Ten (10) feet from both sides of the driveway to the parking lot east of the building at 1313 Spring Street.

15. Commencing on the southwest intersection of Spring Street and Valley View thence southwesterly along the south side of Spring Street to the southeast intersection of West Sylvaner Avenue.
16. Class II Bike lanes only, which would require parking to be prohibited along the south side. The vehicle travelway (centerlane) would not be striped.

AG) SPRING MOUNTAIN ROAD

1. Commencing at the southeast corner of Spring Mountain Road and Elmhurst Avenue thence 75 feet southerly along the east side of Spring Mountain Road.

AH) STARR AVENUE

1. Commencing at the northwest intersection of Starr Avenue and Harvest Lane thence 285 feet northerly along the west side of Starr Avenue.
2. Commencing at the northwest intersection of Harvest Lane and Starr Ave. northerly 45 feet to a point of beginning thence northerly 150 feet to the southeast corner of Meadowcreek Circle along the east side of Starr Avenue.
3. Commencing at the extended center line of Meadowcreek Circle (north) thence 22 feet south along the west side of Starr Avenue.
4. Commencing at the northeast intersection of Meadowcreek Circle (south) and Starr Avenue 83 feet northerly to a point of beginning thence northerly 32 feet to the south side of Hunt Avenue.

AI) STOCKTON STREET

1. Commencing at the northwest intersection of Stockton Street and Spring Street thence northerly along the west side of Stockton Street to the Madrona Street and Stockton Street intersection.

AJ) SULPHUR SPRINGS AVENUE

1. Commencing at the southwest intersection of Main Street and Sulphur Springs Avenue thence 50 feet westerly along the south side of Sulphur Springs Avenue.
2. Commencing at the northwest intersection of Main Street and Sulphur Springs westerly 253 feet to a point of beginning thence westerly 23 feet along the north side of Sulphur Springs Avenue.

3. Commencing at the northwest intersection of Main Street and Sulphur Springs westerly 289 feet to a point of beginning thence westerly 15 feet along the north side of Sulphur Springs Avenue.

AK) SYLVANER AVENUE

1. Commencing at the centerline of the utility and pedestrian access alley that connects Sylvaner Avenue to Pinot Way thence southwesterly 10 feet and northeasterly 10 feet creating a 20 foot long segment centered on the end of the alley.

AL) TAINTER STREET

1. Commencing at the intersection of Tainter Street and Kearney thence easterly along the south side of Tainter Street to the intersection of Oak Avenue and Tainter Street except Mon.-Fri. 7:30 a.m. - 9:00 a.m. and 2:00 p.m. - 4:00 p.m.
2. Commencing at the northwest intersection of Tainter Street and Kearney Street thence 80 feet easterly along the north side of Tainter Street.
3. South side of Tainter Street between Stockton Street and Kearney Street.

AM) VINTAGE AVENUE

1. Commencing at the northwest intersection of Vintage Avenue and McCormick Street westerly 228 feet to a point of beginning thence 12 feet west of said driveway 168 feet along the north side to the Napa Valley Wine Train right-of-way.
2. Commencing at the intersection of Vintage Avenue and McCormick Street westerly 250 feet to a point of beginning thence westerly 180 feet along the south side.

AN) VOORHEES CIRCLE

1. Commencing at the westerly intersection of Voorhees Circle and Mitchell Avenue south of Mitchell and west of Voorhees Circle thence southerly along the west side, easterly along the south side and northerly along the east side a distance of 1100 feet to the easterly intersection of Voorhees Circle and Mitchell Avenue.

AO) MCCORKLE AVENUE

1. Commencing at the southwest driveway entrance, 5 feet of red curb at 710 McCorkle Avenue.
2. Commencing at the northeast driveway entrance, 5 feet of red curb at 710 McCorkle Avenue.

Approved at a Regular Meeting of the St. Helena City Council on October 14, 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

Andrew Bradley, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 14, 2025
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration and Proposed Approval of a Sole Source Professional Services Agreement with ATG Lighting, Inc. for Holiday Decoration Installation and Removal in an Amount Not-to-Exceed \$13,815.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To authorize a sole source Professional Services Agreement with ATG Lighting, Inc. for installation and removal of holiday decorations on approximately 35 street trees and all electroliers located between Adams Street and Spring Street in downtown St. Helena.
FINANCIAL IMPACT:	The total financial impact is an amount not-to-exceed \$13,815. Sufficient budget is currently available within the Parks operating budget to cover this project.

BACKGROUND:

Public Works was tasked with securing holiday decoration services for the downtown corridor. This scope includes approximately 35 street trees and all electroliers along Main Street from Adams Street to Spring Street.

Staff consulted with the Town of Yountville regarding its holiday lighting program and subsequently contacted ATG Lighting, Inc. for a proposal. ATG Lighting has provided holiday lighting services to the Town of Yountville for over 20 years and currently provides similar services to numerous municipalities, businesses, and institutions, including:

- City of Benicia
- City of Walnut Creek
- City of Pleasant Hill
- Veterans Home of California (new client as of 2023)
- V Marketplace and Bank of the West (clients for over 10 years)
- Numerous shopping malls and plazas throughout the Bay Area

Based on their extensive experience and the absence of comparable vendors with similar municipal and commercial holiday lighting expertise, staff determined that ATG

Lighting is uniquely qualified to perform this work. ATG has been working with the City of St. Helena for holiday lighting for 7 years.

DISCUSSION:

Holiday decorations downtown are a long-standing community tradition that contribute to local business activity, resident engagement, and a festive atmosphere during the holiday season. Staff evaluated potential options but was unable to identify other vendors with the qualifications and demonstrated experience of ATG Lighting. ATG has a proven track record of delivering high-quality services for public agencies and large-scale commercial properties, with a history of reliability and specialized expertise in both lighting and hard décor installation/removal. Given the time-sensitive nature of holiday installation schedules, and the demonstrated qualifications of ATG Lighting, staff recommends proceeding with this vendor as a sole source provider.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Resolution ATG Lighting FY25](#)
[PSA ATG Lighting Winter 2025](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT WITH
ATG LIGHTING, INC. FOR HOLIDAY DECORATION INSTALLATION
AND REMOVAL IN AN AMOUNT NOT-TO-EXCEED \$13,815.**

RECITALS

- A. Public Works was tasked with securing holiday decoration services for the downtown corridor, including approximately 35 street trees and all electroliers along Main Street between Adams Street and Spring Street; and
- B. ATG lighting, Inc. has provided holiday lighting services to the Town of Yountville for over 20 years and currently provides similar services to numerous municipalities, businesses, and institutions, including the Cities of Benicia, Walnut Creek, and Pleasant Hill, the Veterans Home of California, V Marketplace, among others; and
- C. ATG Lighting, Inc. has successfully provided holiday lighting services to the City of St. Helena for 7 years and is uniquely qualified to perform this work based on its specialized expertise, reliability, and experience with municipal holiday lighting programs; and
- D. Staff was unable to identify other vendors with comparable qualifications and recommends proceeding with ATG Lighting, Inc. as a sole source provider; and
- E. The total project cost will not exceed \$13,815, which is available in the Parks operating budget.

RESOLUTION

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

1. Authorizes a sole source Professional Services Agreement with ATG Lighting, Inc. for installation and removal of holiday decorations in an amount not-to-exceed \$13,815.

2. Authorizes the City Manager to execute the Professional Services Agreement and any related documents necessary to carry out the intent of this Resolution.
3. Funding is as follows:

Description	Fund	GL Account	Amount
Parks Operating Budget Professional Contracts	101-General Fund	101-50-27-21-30	\$13,815

Approved at a Regular Meeting of the St. Helena City Council on October 14, 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

Andrew Bradley, City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
HOLIDAY DECORATIONS WITH INSTALLATION AND REMOVAL**

This Agreement is made and entered into as of October 14, 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 ATG Lighting, Inc. a with its principal place of business at 1158 Linden Dr. Concord, CA 94520 (hereinafter referred to as "Consultant"). City and Consultant 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 professional services for the following project:

Holiday Decorations with Installation and Removal (hereinafter referred to as "the Project").

B. Consultant 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 Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A".

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$13,815. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant 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 Consultant 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.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from October 14, 2025 to June 30, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

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

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional 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. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees 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. As provided for in the indemnification provisions of this Contract, Consultant shall perform, 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 Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, 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 the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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 Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant 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. Consultant 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, Consultant 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 Consultant 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
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (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 Consultant 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) Subject to written approval by the City, the 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) Consultant certifies that he/she 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 Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' 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. Consultant shall require all subconsultants 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. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(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 Consultant 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) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant 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 this Agreement, the Consultant 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 Consultant'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. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant 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, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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 Consultant, 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 Consultant 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 necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(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. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants 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 subconsultants 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 Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant 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, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under

Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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, Consultant 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 subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

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 the 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 Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant 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 Project 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 Consultant 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. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant 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 substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings,

documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant 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, Consultant 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, Consultant 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.

20. Organization

Consultant shall assign Mitch McKay as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project 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 94574
Attn: Public Works

CONSULTANT:

ATG Lighting
1158 Linden Dr.
Concord, CA 94520

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 Consultant.

24. Equal Opportunity Employment.

Consultant 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 Consultant 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.

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, Consultant 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 Consultants

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

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, 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 PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND ATG LIGHTING, INC.**

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

CITY OF ST. HELENA

ATG LIGHTING, INC.

By: _____
Anil Comelo
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A
Scope of Services

ATG Lighting

1158 Linden Dr | Concord, CA 94520
9253380078 | atglightinginc@gmail.com

RECIPIENT:

City of St. Helena
1480 Main St
St Helena

SERVICE ADDRESS:

1480 Main St
St Helena, CA 94574

Quote #3	
Sent on	Aug 26, 2024
Total	\$13,815.00

Product/Service	Description	Qty.	Unit Price	Total
Electrolier lights, hanging bows, small banners on Main St		1	\$2,760.00	\$2,760.00
Labor for installation and removal of lights from beginning of town to Adams St	Per attached map	1	\$11,055.00	\$11,055.00
Total				\$13,815.00

Attachments

View online <https://l.jbbr.io/tpogHkW>

 trees 2025.jpg

This quote is valid for the next 30 days, after which values may be subject to change.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 14, 2025
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Adopt a Resolution authorizing the City Manager to execute Professional Services Agreements with Haley & Aldrich, Inc. for Owner's Representative Services for Capital Improvement Program projects and Staff Augmentation Services in support of general engineering, operations, capital improvement plan and special support.
RECOMMENDED ACTION:	Staff recommends approving the attached resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Award Professional Services Agreements to Haley & Aldrich, Inc. to provide Owner's Representative Services for Capital Improvement Plan projects and Staff Augmentation Services to support general engineering, operations, capital improvement plan, and special projects.
FINANCIAL IMPACT:	The total not-to-exceed amount for Owner's Representative Services for all fourteen CIP projects and Staff Augmentation Services related to general engineering, operations, capital improvement plan, and special projects support is \$394,860 from various funding sources. See the table in the section below for the full financial breakdown.

BACKGROUND:

The City Council established the Water and Wastewater Advisory Committee (W/WW AC) on January 14, 2025, on a 24-month trial period, and charged the committee with providing technical assistance, advising on long-term needs, and developing plans for Water and Wastewater Enterprises.

At the August 28, 2025, W/WW AC meeting, City Staff presented Agenda Item 7.3 titled "Discussion and Consideration of Either Supporting Staff Seeking Council Authorization for Owner's Representative Services for Delivery of Several Capital Improvement Projects OR Reprioritize (i.e. defer delivery) Various Projects and Determine Options for Delivery". The Committee discussed the item and provided feedback, raising several key considerations related to project costs, staffing capacity, and the need for clear prioritization in project delivery.

1. Concerns About Proposal Valuation per Project

The committee voiced that the proposal valuation per project provided by Haley & Aldrich, Inc was insufficient, and concern was expressed about the low cost associated with the corresponding proposals. Staff clarified that the proposed budgets and their corresponding scope exclude Construction Management/Inspection Services, which will be developed and executed as agreement amendments concurrent with the award of projects for construction.

2. Manageability of the Total Number of CIP Projects

The committee expressed appreciation for the efforts of staff and acknowledged that the volume and overall valuation of Capital Improvement Program (CIP) projects currently being managed by the Public Works Department may exceed what is reasonably manageable. The Committee emphasized need for a more structured prioritization process to ensure projects are developed and delivered in a timely and effective manner.

In response, staff noted that several projects are subject to firm deadlines, including those tied to General Obligation Bond funding and regulatory mandates. The W/WW AC had previously established a subcommittee titled "Capital Project Prioritization", and staff will continue to work collaboratively with the Committee to refine prioritization strategies and align resources with project urgency.

In summary, the Committee generally agreed that without Owner's Representative Services, several projects would likely be deferred or delayed. There was overall support to proceed with select projects that are subject to time-sensitive constraints, provided those projects are prioritized appropriately.

Subsequent to the August 28, 2025, W/WW AC Meeting, the same topic was brought before the City Council on September 9, 2025. Based on Council direction, staff is now returning to seek formal authorization to enter into contractual agreements with Haley & Aldrich, Inc. to provide Owner's Representative Services and Staff Augmentation Services to support timely delivery of critical CIP projects.

DISCUSSION:

Given that the City currently maintains an active contract with Haley & Aldrich, Inc, and that the firm consistently demonstrates a strong understanding of City procedures, including the preparation of staff reports and contract management, staff determined it would be prudent to engage them for potential Owner's Representative services. As such, staff requested detailed proposals from Haley & Aldrich, Inc for each of the project scopes outlined below. Full proposals for each project are attached to this report.

CIP Project No. W-101, Tank #2 Rehabilitation - \$17,172

Oversee engineering firm to finalize Bid Documents, administer process through Request for Bids (RFB) issuance, Bid Evaluation and Construction Award.

CIP Project No. W18-113, Water System SCADA Improvements - \$30,729

Evaluation staff-developed Request For Proposals, administer process through RFB issuance, Bid Evaluation and Construction Award. Provide administrative interface between SCADA Integrator and staff.

CIP Project No. W24-02, Napa Intertie Pump Station (Rutherford) Replacement - \$10,620

Oversee design services consultant through development of PS&E and provide peer review services.

CIP Project No. W25-01, Napa Intertie Pipeline Replacement - \$31,404

Oversee design services consultant through final PS&E, administer process through RFB issuance, Bid Evaluation and Construction Award.

CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement - \$96,135

Oversee design services consultant through development of PS&E, administer process through RFB issuance, Bid Evaluation and Construction Award.

CIP Project No. S18-70, Replace 1% of Sewer Mains Annually - \$24,400

Evaluate CCTV and defect reports for development of 5-year rehabilitation and replacement scope of improvements.

CIP Project No. S24-02 High Priority Sewer Line Replacement - \$24,400

Evaluate CCTV and defect reports for development of 5-year rehabilitation and replacement scope of improvements.

CIP Project No. R24-01, Streets Master Plan - \$14,050

Assist with the finalization, adoption, and operationalization of the Streets Master Plan.

CIP Project No. W18-111, Water Treatment Plant Condition Assessment - \$8,430

Provide oversight and support for the completion and operationalization of the Water Treatment Plant Condition Assessment project.

CIP Project No. W26-XX, Water Treatment Plant Modular Homes Project - \$16,860

Provide comprehensive project management services for the acquisition and installation of two modular homes at the Water Treatment Plant. **This project has not yet been incorporated into the approved Capital Improvement Program; the scope of work includes supporting the process to advance it through CIP approval.*

CIP Project Nos. W26-02 & S26-02, Mobile MMS Asset Management System Implementation - \$25,290

Support the full deployment of the City's Mobile Maintenance Management System to enhance asset management, preventative maintenance, and operational efficiency.

CIP Project Nos. W24-06 & W24-07, Water System Risk and Resilience Assessment Report Implementation and Cyber-Security Implementation - \$11,240

Assist the City Public Works Department with procurement and delivery of these two vital projects.

General Engineering, Operations, Capital Improvement Plan & Special Project Support (proposed time primarily spent on delivery of Water Utility Operations Capital Projects) - \$63,225

Provide ongoing facilitation, technical review, and coordination support for Public Works Department projects, including capital improvement initiatives, regulatory compliance, and operational needs, that require an Owner's Representative structure.

The funding breakdown is supplied in the table below:

Project	Fund	GL Account	Amount
W-101 Tank #2 Rehabilitation	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$17,172
W18-113 Water System SCADA Improvements	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$30,729
W24-02 Napa Intertie Pump Station (Rutherford Replacement)	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$10,620
W25-01 Napa Intertie Pipeline Replacement	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$31,404
W25-02 Water Treatment Plant Transmission Main	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$96,135
S18-70 Replace 1% of Sewer Mains Annually	421 - GO Bonds	773-50-59-31-10	\$24,400
S24-02 High Priority Sewer Line Replacement	421 - GO Bonds	773-50-59-31-10	\$24,400
R24-01 Streets Master Plan	740 - Traffic Mitigation Impact Fees	741-50-14-31-10	\$14,050
W18-111 Water Treatment Plant	763 - Water Capital Improvement -	763-50-30-31-10	\$8,430

Condition Assessment	Bond		
*W26-XX WTP Modular Homes Project	561 - Water Enterprise	561-50-34-21-45	\$16,860
W26-02 Mobile MMS	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$12,645
S26-02 Mobile MMS	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$12,645
W24-06 Water System Risk and Resilience Assessment Report Implementation	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$5,620
W24-07 Cyber-Security Implementation	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$5,620
General Engineering, Capital Improvement Plan & Special Project Support	561 - Water Enterprise	561-50-00-21-30	\$84,130

These proposals represent strategic support for a set of time-sensitive and high-priority CIP projects, of which are driven by regulatory mandates, aging infrastructure, or critical operational needs. By utilizing Haley & Aldrich, Inc. to provide Owner's Representative and Staff Augmentation Services, the City will benefit from continuity, technical expertise, and expedited project delivery while maintaining oversight and ensuring alignment with City procedures. This approach strikes a balance between addressing the Committee's concerns regarding project prioritization and capacity and meeting key deadlines that would otherwise be at risk without supplemental support. Accordingly, staff recommends proceeding with the proposed Owner's Representative/Staff Augmentation services to support the timely and efficient delivery of these essential projects.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 1: Strengthen Financial Sustainability

Goal 2: Improve Infrastructure & Further Environmental Sustainability

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

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

DOCUMENTS ATTACHMENTS:

[W-101 HA Proposal](#)

[W18-113 HA Proposal](#)

[W24-02 HA Proposal](#)

[W25-01 HA Proposal](#)

[W25-02 HA Proposal](#)

[S18-70 HA Proposal](#)

[S24-02 HA Proposal](#)

[Owner's Rep/Staff Augmentation Services HA Proposal
Resolution](#)



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

September 29, 2025

Mr. Joseph Leach, PE, Assistant City Manager/Director
City of St. Helena
Public Works Department
1088 College Avenue
St. Helena, CA 94574

**Subject: Proposal for professional engineering services
CIP Project No. W101, Tank #2 Rehabilitation**

Dear Joe,

Haley & Aldrich, Inc. (Haley & Aldrich) submits this proposal to provide professional engineering services on a time and materials, not-to-exceed, basis as the City's owner's representative to provide project ownership and management of the following project:

CIP Project No. W101, Tank #2 Rehabilitation - \$940,000. Construction Cost

SCOPE OF SERVICES

As the Owners' Representative during the design and project approvals phase, we will serve as the city's liaison between project stakeholders and all design, engineering, and regulatory teams. Our responsibilities will include facilitating the work of **Oscar-Larson** who provides professional engineering services and preparing design, bid and construction documents. Haley & Aldrich will oversee the design process, construction bidding and contract award augmenting city staff. Additionally, Haley & Aldrich will coordinate project communications and ensure the city's vision, budget, and schedule are upheld throughout the project. We will review and comment on all design submittals, verify compliance with city requirements, and advocate for best practices in sustainability, constructability, and value engineering. We will act as extension of city's staff to bring about timely decision-making, track issues and resolutions, and support public agency approvals. Additionally, we will represent ownership in meetings with municipal, county, and state authorities, proactively flagging risks and monitoring progress against milestone dates. Our engagement will ensure stakeholder alignment, transparent reporting, and elevated project outcomes. Our team will also prepare and draft council reports, Council resolutions for taking construction award to council, shepherding the contract and bonds through execution, and including issuance of notice to proceed letter.

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

ESTIMATED FEE

Time & Material with Not to Exceed budget of \$ 17,172 which is based on the following estimated hours:

Senior Technical Expert: 48 hours
Project Manager: 4 hours

ADJUSTMENT TO INVOLVEMENT AND BUDGET

The cost projections included in this proposal are for budgetary purposes only. The City of St. Helena will be notified in the event that the actual billings appear to be on a pace that may exceed the initial cost projections.

Should we become aware of a condition that could require a change to our scope of work and level of effort, we will notify you immediately in order to come to an agreed upon resolution.

We trust that this proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

Thank you,

A handwritten signature in blue ink that reads "Scott Alman".

Scott Alman, P.E.
Principal Engineer



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

September 29, 2025

Mr. Joseph Leach, PE, Assistant City Manager/Director
City of St. Helena
Public Works Department
1088 College Avenue
St. Helena, CA 94574

**Subject: Proposal for professional engineering services
CIP Project No. W18-113, SCADA - \$300,000**

Dear Joe,

Haley & Aldrich, Inc. (Haley & Aldrich) submits this proposal to provide professional engineering services on a time and materials, not-to-exceed, basis as the City's owner's representative to provide project ownership and management of the following project:

CIP Project No. W18-113, SCADA - \$300,000. Construction Cost

SCOPE OF SERVICES

As the Owners' Representative during the design and project approvals phase, we will serve as the city's liaison between project stakeholders and all design, engineering, and regulatory teams. Our responsibilities will include facilitating the selection of a qualified engineering design firm, who will be providing professional engineering services and preparing design, bid, and construction documents. We understand that the city has prepared an RFP for solicitation of proposals from qualified firms that will be used in this process. Haley & Aldrich will oversee the entire design process, construction bidding and contract award augmenting city staff. Additionally, Haley & Aldrich will coordinate project communications and ensure the city's vision, budget, and schedule are upheld throughout the project. We will review and comment on all design submittals, verify compliance with city requirements, and advocate for best practices in sustainability, constructability, and value engineering. We will act as extension of city's staff to bring about timely decision-making, track issues and resolutions, and support public agency approvals. Additionally, we will represent ownership in meetings with municipal, county, and state authorities, proactively flagging risks and monitoring progress against milestone dates. Our engagement will ensure stakeholder alignment, transparent reporting, and elevated project outcomes. Our team will also prepare and draft council reports, Council resolutions for taking construction award to council, shepherding the contract and bonds through execution, and including issuance of notice to proceed letter.

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

ESTIMATED FEE

Time & Material with Not to Exceed budget of \$ 30,729 which is based on the following estimated hours:

Senior Technical Expert: 86 hours
Project Manager: 7 hours

ADJUSTMENT TO INVOLVEMENT AND BUDGET

The cost projections included in this proposal are for budgetary purposes only. The City of St. Helena will be notified in the event that the actual billings appear to be on a pace that may exceed the initial cost projections.

Should we become aware of a condition that could require a change to our scope of work and level of effort, we will notify you immediately in order to come to an agreed upon resolution.

We trust that this proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

Thank you,

A handwritten signature in blue ink that reads "Scott Alman".

Scott Alman, P.E.
Principal Engineer



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

September 29, 2025

Mr. Joseph Leach, PE, Assistant City Manager/Director
City of St. Helena
Public Works Department
1088 College Avenue
St. Helena, CA 94574

**Subject: Proposal for professional engineering services CIP
Project No. W24-02, Rutherford Pump Station**

Dear Joe,

Haley & Aldrich, Inc. (Haley & Aldrich) submits this proposal to provide professional engineering services on a time and materials, not-to-exceed, basis as the City's owner's representative to provide project ownership and management of the following project:

CIP Project No. W24-02, Rutherford Pump Station - \$100,000 Engineering, Construction cost TBD

SCOPE OF SERVICES

As the Owners' Representative during the design and project approvals phase, we will serve as the city's liaison between project stakeholders and all design, engineering, and regulatory teams. Our responsibilities will include facilitating the work of **Oscar-Larson** who provides professional engineering services and preparing design, bid and construction documents. Haley & Aldrich will oversee the design process, construction bidding and contract award augmenting city staff. Additionally, Haley & Aldrich will coordinate project communications and ensure the city's vision, budget, and schedule are upheld throughout the project. We will review and comment on all design submittals, verify compliance with city requirements, and advocate for best practices in sustainability, constructability, and value engineering. We will act as extension of city's staff to bring about timely decision-making, track issues and resolutions, and support public agency approvals. Additionally, we will represent ownership in meetings with municipal, county, and state authorities, proactively flagging risks and monitoring progress against milestone dates. Our engagement will ensure stakeholder alignment, transparent reporting, and elevated project outcomes. Our team will also prepare and draft council reports, Council resolutions for taking construction award to council, shepherding the contract and bonds through execution, and including issuance of notice to proceed letter.

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

ESTIMATED FEE

Time & Material with Not to Exceed budget of \$ 10,620 which is based on the following estimated hours:

Senior Technical Expert: 30 hours
Project Manager: 2 hours

ADJUSTMENT TO INVOLVEMENT AND BUDGET

The cost projections included in this proposal are for budgetary purposes only. The City of St. Helena will be notified in the event that the actual billings appear to be on a pace that may exceed the initial cost projections.

Should we become aware of a condition that could require a change to our scope of work and level of effort, we will notify you immediately in order to come to an agreed upon resolution.

We trust that this proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

Thank you,

A handwritten signature in blue ink that reads "Scott Alman".

Scott Alman, P.E.
Principal Engineer



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

September 29, 2025

Mr. Joseph Leach, PE, Assistant City Manager/Director
City of St. Helena
Public Works Department
1088 College Avenue
St. Helena, CA 94574

**Subject: Proposal for professional engineering services
CIP Project No. W25-01, Napa Intertie Pipeline Replacement**

Dear Joe,

Haley & Aldrich, Inc. (Haley & Aldrich) submits this proposal to provide professional engineering services on a time and materials, not-to-exceed, basis as the City's owner's representative to provide project ownership and management of the following project:

CIP Project No. W25-01, Napa Intertie Pipeline Replacement - \$2,286,000. Construction Cost

SCOPE OF SERVICES

As the Owners' Representative during the design and project approvals phase, we will serve as the city's liaison between project stakeholders and all design, engineering, and regulatory teams. Our responsibilities will include facilitating the work of **Kimley-Horn** who provides professional engineering services, and preparing design, bid and construction documents. Haley & Aldrich will oversee the entire design process, construction bidding and contract award augmenting city staff. Additionally, Haley & Aldrich will coordinate project communications and ensure the city's vision, budget, and schedule are upheld throughout the project. We will review and comment on all design submittals, verify compliance with city requirements, and advocate for best practices in sustainability, constructability, and value engineering. We will act as extension of city's staff to bring about timely decision-making, track issues and resolutions, and support public agency approvals. Additionally, we will represent ownership in meetings with municipal, county, and state authorities, proactively flagging risks and monitoring progress against milestone dates. Our engagement will ensure stakeholder alignment, transparent reporting, and elevated project outcomes. Our team will also prepare and draft council reports, Council resolutions for taking construction award to council, shepherding the contract and bonds through execution, and including issuance of notice to proceed letter.

ESTIMATED FEE

Time & Material with Not to Exceed budget of \$ 31,404 which is based on the following estimated hours:

Senior Technical Expert: 86 hours
Project Manager: 10 hours

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

ADJUSTMENT TO INVOLVEMENT AND BUDGET

The cost projections included in this proposal are for budgetary purposes only. The City of St. Helena will be notified in the event that the actual billings appear to be on a pace that may exceed the initial cost projections.

Should we become aware of a condition that could require a change to our scope of work and level of effort, we will notify you immediately in order to come to an agreed upon resolution.

We trust that this proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

Thank you,

A handwritten signature in blue ink that reads "Scott Alman".

Scott Alman, P.E.
Principal Engineer



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

September 29, 2025

Mr. Joseph Leach, PE, Assistant City Manager/Director
City of St. Helena
Public Works Department
1088 College Avenue
St. Helena, CA 94574

**Subject: Proposal for professional engineering services
CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement**

Dear Joe,

Haley & Aldrich, Inc. (Haley & Aldrich) submits this proposal to provide professional engineering services on a time and materials, not-to-exceed, basis as the City's owner's representative to provide project ownership and management of the following project:

**CIP Project No. W25-02, Water Treatment Plant Transmission Main Replacement - \$3,181,000.
Construction Cost**

SCOPE OF SERVICES

As the Owners' Representative during the design and project approvals phase, we will serve as the city's liaison between project stakeholders and all design, engineering, and regulatory teams. Our responsibilities will include facilitating the selection of a qualified engineering design firm, who will be providing professional engineering services and preparing design, bid, and construction documents. We understand that the city has prepared an RFP for solicitation of proposals from qualified firms that will be used in this process. Haley & Aldrich will oversee the entire design process, construction bidding and contract award augmenting city staff. Additionally, Haley & Aldrich will coordinate project communications and ensure the city's vision, budget, and schedule are upheld throughout the project. We will review and comment on all design submittals, verify compliance with city requirements, and advocate for best practices in sustainability, constructability, and value engineering. We will act as extension of city's staff to bring about timely decision-making, track issues and resolutions, and support public agency approvals. Additionally, we will represent ownership in meetings with municipal, county, and state authorities, proactively flagging risks and monitoring progress against milestone dates. Our engagement will ensure stakeholder alignment, transparent reporting, and elevated project outcomes. Our team will also prepare and draft council reports, Council resolutions for taking construction award to council, shepherding the contract and bonds through execution, and including issuance of notice to proceed letter.

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

ESTIMATED FEE

Time & Material with Not to Exceed budget of \$ 96,135 which is based on the following estimated hours:

Senior Technical Expert: 265 hours
Project Manager: 28 hours

ADJUSTMENT TO INVOLVEMENT AND BUDGET

The cost projections included in this proposal are for budgetary purposes only. The City of St. Helena will be notified in the event that the actual billings appear to be on a pace that may exceed the initial cost projections.

Should we become aware of a condition that could require a change to our scope of work and level of effort, we will notify you immediately in order to come to an agreed upon resolution.

We trust that this proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

Thank you,

A handwritten signature in blue ink, reading "Scott Alman".

Scott Alman, P.E.
Principal Engineer



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

September 29, 2025

Mr. Joseph Leach, PE, Assistant City Manager/Director
City of St. Helena
Public Works Department
1088 College Avenue
St. Helena, CA 94574

**Subject: Proposal for professional engineering services
CIP Project No. S18-70, (1%) Annual Sewer Line Replacement**

Dear Joe,

Haley & Aldrich, Inc. (Haley & Aldrich) submits this proposal to provide professional engineering services on a time and materials, not-to-exceed, basis as the City's owner's representative to provide project ownership and management of the following project:

CIP Project No. S18-70, (1%) Annual Sewer Line Replacement - \$520,000. Per year Construction Cost

SCOPE OF SERVICES

Our responsibilities will include analysis of the sewer inspection logs and facilitating the selection of appropriate segments of the sewer line that meet city's criteria for the annual sewer replacement program. Additionally, we will prepare a 5-year program that will be included into the city's CIP that determines which sewer lines will be addressed in each of the 5 annual projects. Haley & Aldrich will ensure the city's vision, budget, and schedule are upheld throughout the project. We will review and comment on all design submittals, verify compliance with city requirements, and advocate for best practices in sustainability, constructability, and value engineering. Our team will also prepare and draft council reports, Council resolutions for taking construction award to council, shepherding the contract and bonds through execution, and including issuance of notice to proceed letter.

ESTIMATED FEE

Time & Material with Not to Exceed budget of \$24,400 which is based on the following estimated hours:

Principal: 24 hours

Project Professional: 80 hours

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

ADJUSTMENT TO INVOLVEMENT AND BUDGET

The cost projections included in this proposal are for budgetary purposes only. The City of St. Helena will be notified in the event that the actual billings appear to be on a pace that may exceed the initial cost projections.

Should we become aware of a condition that could require a change to our scope of work and level of effort, we will notify you immediately in order to come to an agreed upon resolution.

We trust that this proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

Thank you,

A handwritten signature in blue ink that reads "Scott Alman".

Scott Alman, P.E.
Principal Engineer



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

September 29, 2025

Mr. Joseph Leach, PE, Assistant City Manager/Director
City of St. Helena
Public Works Department
1088 College Avenue
St. Helena, CA 94574

**Subject: Proposal for professional engineering services
CIP Project No. S24-02 High Priority Sewer Line Replacement**

Dear Joe,

Haley & Aldrich, Inc. (Haley & Aldrich) submits this proposal to provide professional engineering services on a time and materials, not-to-exceed, basis as the City's owner's representative to provide project ownership and management of the following project:

CIP Project No. S24-02 High Priority Sewer Line Replacement - \$225,000. Per year Construction

SCOPE OF SERVICES

Our responsibilities will include analysis of the sewer inspection logs and facilitating the selection of appropriate segments of the sewer line that meet city's criteria for the annual sewer replacement program. Additionally, we will prepare a 5-year program that will be included into the city's CIP that determines which sewer lines will be addressed in each of the 5 annual projects. Haley & Aldrich will ensure the city's vision, budget, and schedule are upheld throughout the project. We will review and comment on all design submittals, verify compliance with city requirements, and advocate for best practices in sustainability, constructability, and value engineering. Our team will also prepare and draft council reports, Council resolutions for taking construction award to council, shepherding the contract and bonds through execution, and including issuance of notice to proceed letter.

ESTIMATED FEE

Time & Material with Not to Exceed budget of \$24,400 which is based on the following estimated hours:

Principal: 24 hours

Project Professional: 80 hours

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Dr., Suite 220
Walnut Creek, CA 94596
925.393.3092 Cell
925.433.2321 Teams
salman@haleyaldrich.com

ADJUSTMENT TO INVOLVEMENT AND BUDGET

The cost projections included in this proposal are for budgetary purposes only. The City of St. Helena will be notified in the event that the actual billings appear to be on a pace that may exceed the initial cost projections.

Should we become aware of a condition that could require a change to our scope of work and level of effort, we will notify you immediately in order to come to an agreed upon resolution.

We trust that this proposal is acceptable to the city. Please reach out to me on 925.393.3092 cell, 925.433.2321 Teams, or salman@haleyaldrich.com with any questions or concerns.

Thank you,

A handwritten signature in blue ink that reads "Scott Alman".

Scott Alman, P.E.
Principal Engineer



HALEY & ALDRICH, INC.
201 North Civic Drive
Suite 220
Walnut Creek, CA 94596
925.393.3092 cell
925.433.2321 Dir-Teams
salman@haleyaldrich.com

October 06, 2025

Joe Leach, PE, Assistant City Manager/Director
Public Works Department
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

Subject: **PROPOSAL- Owner's Representative/Staff Augmentation Services**

Dear Joe,

Thank you for inviting Haley & Aldrich, Inc. (Haley & Aldrich) to submit this proposal to provide owner's representative – staff augmentation services to the City of St. Helena, on a time and materials, not-to-exceed, basis for up to five hundred and forty-five (545) hours, fifty (50) hours of contingency time at an hourly rate of \$281.00 per hour, and up to \$6,855 in oversight and project management cost over a twenty-six (26) week period. Haley & Aldrich proposes a former City of St Helena employee, Ms. Lesley Milton, to provide these services for the City of St. Helena. Ms. Milton will provide these services remotely and will not be physically on-site at a city facility.

The proposed scope of services is as follows:

1. General Engineering, Operations, Capital Improvement Plan & Special Project Support (Proposed time primarily spent on delivery of Water Utility Operations Capital Projects)

Provide ongoing facilitation, technical review, and coordination support for Public Works Department projects—including capital improvement initiatives, regulatory compliance, and operational needs—that require an Owner's Representative structure. Support may include, but is not limited to:

- Acting as liaison between City staff, consultants, and contractors to ensure alignment and continuity of efforts.
- Facilitating scope development, document coordination, and procurement processes.
- Preparing and reviewing staff reports, council/committee presentations, and technical memoranda.
- Overseeing project budgets, monitoring expenditures and review/recommend for payment of vendor invoices by staff.
- Coordinating public and stakeholder outreach, ensuring input is documented and incorporated.
- Providing strategic input on policy, operational practices, and long-term planning to advance organizational performance and service delivery.
- Flexibility to take on additional projects and emerging priorities as directed by the Assistant City Manager/Public Works Director or City Manager.

Duration: 225 hours, Budget: \$63,225

2. Streets Master Plan Capital Project (CIP No. R24-01)

Assist with the finalization, adoption, and operationalization of the Streets Master Plan capital project. Services will include:

- Facilitating the contracted consultant team through final edits and deliverables.

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Drive
Suite 220
Walnut Creek, CA 94596
925.393.3092 cell
925.433.2321 Dir-Teams
salman@haleyaldrich.com

- Coordinating comprehensive review by internal stakeholders and partner agencies.
- Overseeing incorporation of technical and community-driven feedback into the final document.
- Designing and supporting public outreach activities to communicate project goals and outcomes.
- Preparing staff reports and presentations for City Council review and adoption.
- Developing an implementation framework to transition the plan from policy to practice.

Duration: 50 hours, Budget: \$14,050

3. Water Treatment Plant Condition Assessment Capital Project (CIP No. W18-111)

Provide oversight and support for the completion and operationalization of the Water Treatment Plant Condition Assessment project. Services include:

- Final technical review of the consultant-prepared assessment.
- Coordinating routing of the draft and final documents to stakeholders, including staff, regulatory agencies, and disclosable portions to elected officials and committees.
- Facilitating the approval process, including council or committee level presentations.
- Assisting staff with plan development for prioritization, funding identification, and integration into the Capital Improvement Program.

Duration: 30 hours, Budget: \$8,430

4. Water Treatment Plant– Modular Homes Project (CIP No. W26-XX)

Provide comprehensive project management services for the acquisition and installation of two modular homes at the Water Treatment Plant. Services include:

- Development of a complete project plan and schedule, including milestones and decision points.
- Preparation and/or oversight of site plans and utility connection design.
- Assistance with design selection, procurement documentation, and bid/quote evaluations.
- Coordination with regulatory agencies to ensure compliance with permitting and siting requirements.
- Oversight of delivery, installation, and project closeout documentation.
- Stakeholder communication and updates to City leadership throughout the process.

Duration: 60 hours, Fee: \$16,860

5. Mobile MMS Asset Management System Implementation (CIP Nos. W26-02 & S26-02)

Support the full deployment of the City's Mobile Maintenance Management System (MMS) to enhance asset management, preventive maintenance, and operational efficiency. Services include:

- Importing and validating asset inventory data.
- Developing asset numbering conventions and cross-referencing with existing systems.
- Establishing preventive maintenance (PM) schedules across divisions.
- Designing and refining work order templates, routing structures, and reporting outputs.
- Conducting staff training and creating user documentation.
- Providing troubleshooting support during initial implementation and system adoption.

Duration: 90 hours, Budget: \$25,290 (split equally between the two projects)

6. Water System Risk and Resilience Assessment Report Implementation (CIP No. W24-06) & Cyber-Security Implementation (CIP No. W24-07)

Assist the City Public Works Department procurement and delivery of these two vital projects delineated in the adopted 5-year CIP including:

www.haleyaldrich.com



HALEY & ALDRICH, INC.
201 North Civic Drive
Suite 220
Walnut Creek, CA 94596
925.393.3092 cell
925.433.2321 Dir-Teams
salman@haleyaldrich.com

- Develop preliminary scoping under consultation with the City's IT provider, SCADA integrator and Water Treatment and Utilities Divisions staff.
- Manage delivery of project from inception to commissioning, including procurement (i.e. RFP/Staff Report) for design/build vendor/integrator, coordination of inspections/testing, project closeout and staff report development for project acceptance.
- Review and recommend approval of vendor invoices for City payment.

Duration: 40 hours, Budget: \$11,240 (split between the two CIP projects)

Total Project Budget:

Item No.	Scope	Hours	Hrly Rate	Budget	GL/CIP No.
1	General PW Ops Project Support	225	\$ 281.00	\$ 63,225	PW Admin - Water
2	Streets Master Plan	50	\$ 281.00	\$ 14,050	R24-01
3	Water Treatment Plant Condition Assessment	30	\$ 281.00	\$ 8,430	W18-111
4	Water Treatment Plant Mod Housing	60	\$ 281.00	\$ 16,860	W26-XX
5	Mobile MMS	90	\$ 281.00	\$ 25,290	W26-02/S26-02
6	Risk/Resilience & Cyber-Security	40	\$ 281.00	\$ 11,240	W24-06/W24-07
	Contingency	50	\$ 281.00	\$ 14,050	PW Admin - Water
	Oversight/Project Management	-	\$ -	\$ 6,855	PW Admin - Water
	Total	545		\$ 160,000	

Proposed delivery schedule:

Haley & Aldrich is ready to enlist Lesley Milton for this assignment upon receipt of a fully executed contract with accompanying Notice to Proceed. Haley & Aldrich believes that these services can begin on November 1st, 2025. Services will be provided at approximately twenty (20) hours per week for an approximate twenty-six (26) week duration.

Services Fee:

The proposed fee to provide these services on a time-and-materials, not-to-exceed, basis is \$160,000 as delineated above.

Please reach out to me on 925.393.3092 or salman@haleyaldrich.com with any questions regarding this proposal.

Thank you, Joe.

Scott D. Alman, P.E.
Principal Engineer

Ronaldo Longoria, PE
Project Manager

www.haleyaldrich.com

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH HALEY & ALDRICH, INC. FOR OWNER'S REPRESENTATIVE SERVICES AND STAFF AUGMENTATION SERVICES TO SUPPORT THE DELIVERY OF CRITICAL CAPITAL IMPROVEMENT PROGRAM PROJECTS.

RECITALS

- A. The City Council established the Water and Wastewater Advisory Committee (W/WW AC) on January 14, 2025, for a 24-month trial period to provide technical assistance and advise on the development and delivery of Water and Wastewater Capital Improvement Program (CIP) Projects; and
- B. At its August 28, 2025, meeting, the W/WW AC discussed the need for Owner's Representative Services and expressed general support for their use to ensure timely delivery of high-priority CIP projects; and
- C. The City Council, at its September 9, 2025, meeting, directed staff to pursue retaining an Owner's Representative to help manage high priority CIP projects; and
- D. Haley & Aldrich, Inc. currently holds an active contract with the City and has demonstrated a strong understanding of City procedures; and
- E. City staff requested and received detailed proposals from Haley & Aldrich, Inc. for Owner's Representative Services in support of the following CIP projects:
- W-101 - Tank #2 Rehabilitation
 - W18-113 – Water System SCADA Improvements
 - W24-02 – Napa Intertie Pump Station (Rutherford) Replacement
 - W25-01 – Napa Intertie Pipeline Replacement
 - W25-02 – Water Treatment Plant Transmission Main Replacement
 - S18-70 – Replace 1% of Sewer Mains Annually
 - S24-02 – High Priority Sewer Line Replacement
 - R24-01 – Streets Master Plan
 - W18-111 – Water Treatment Plant Condition Assessment
 - W26-XX – Water Treatment Plant Modular Homes
 - W26-02 – Mobile MMS Asset Management System Implementation

- S26-02 – Mobile MMS Asset Management System Implementation
- W24-06 – Water System Risk and Resilience Assessment Report Implementation
- W24-07 – Cyber-Security Implementation; and

F. In addition to project-specific support, City staff also requested Staff Augmentation Services from Haley & Aldrich, Inc. for general engineering, operations, capital improvement plan, and special support, with a primary focus on enhancing the delivery of Water Utility Operations CIP projects; and

G. These projects represent time-sensitive and critical needs due to regulatory mandates, infrastructure conditions, or operational priorities; and

H. The use of Haley & Aldrich, Inc. to provide Owner's Representative and Staff Augmentation Services will offer strategic support, ensure continuity, and help the City meet key deadlines while maintaining oversight and alignment with City policies and procedures.

RESOLUTION

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

1. Authorizes the City Manager to enter into Professional Services Agreements with Haley & Aldrich, Inc. for Owner's Representative Services for each of the following projects:
 - W-101 - Tank #2 Rehabilitation for a not-to-exceed amount of \$17, 172.
 - W18-113 – Water System SCADA Improvements for a not-to-exceed amount of \$30, 729.
 - W24-02 – Napa Intertie Pump Station (Rutherford) Replacement for a not-to-exceed amount of \$10,620.
 - W25-01 – Napa Intertie Pipeline Replacement for a not-to-exceed amount of \$31, 404.
 - W25-02 – Water Treatment Plant Transmission Main Replacement for a not-to-exceed amount of \$96, 135.
 - S18-70 – Replace 1% of Sewer Mains Annually for a not-to-exceed amount of \$24, 400.
 - S24-02 – High Priority Sewer Line Replacement \$24, 400.
2. Authorizes the City Manager to enter into a Professional Services Agreement with Haley & Aldrich, Inc. for a total not-to-exceed amount of

\$160,000, including contingency and oversight/project management, for Owner's Representative/Staff Augmentation Services to support:

- General Engineering, Operations, Capital Improvement Plan, and Special Project Support
- R24-01 – Streets Master Plan
- W18-111 – Water Treatment Plant Condition Assessment
- W26-XX – Water Treatment Plant Modular Homes Project
- W26-02 – Mobile MMS Asset Management System Implementation
- S26-02 – Mobile MMS Asset Management System Implementation
- W24-06 – Water System Risk and Resilience Assessment Report Implementation
- W24-07 – Cyber-Security Implementation

3. Funding is as follows:

Description	Fund	GL Account	Amount
W-101 Tank #2 Rehabilitation	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$17, 172
W18-113 Water System SCADA Improvements	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$30,729
W24-02 Napa Intertie Pump Station (Rutherford Replacement)	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$10,620
W25-01 Napa Intertie Pipeline Replacement	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$31,404
W25-02 Water Treatment Plant Transmission Main	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$96,135
S18-70 Replace 1% of Sewer Mains Annually	421 - GO Bonds	773-50-59-31-10	\$24,400
S24-02 High Priority Sewer Line Replacement	421 - GO Bonds	773-50-59-31-10	\$24,400
R24-01 Streets Master Plan	740 – Traffic Mitigation Impact Fees	740-50-14-31-10	14,050
W18-111 Water Treatment Plant Condition Assessment	763 – Water Capital Improvement – Bond	763-50-30-31-10	\$8,430
W26-XX WTP Modular	561 – Water	561-50-34-21-45	\$16,860

Homes Project	Enterprise		
W26-02 Mobile MMS	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$12,645
S26-02 Mobile MMS	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$12,645
W24-06 Water System Risk and Resilience Assessment Report Implementation	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$5,620
W24-07 Cyber-Security Implementation	763 - Water Capital Improvement - Bond	763-50-30-31-10	\$5,620
General Engineering, Capital Improvement Plan & Special Project Support	561 – Water Enterprise	561-50-00-21-30	\$84,130

Approved at a Regular Meeting of the St. Helena City Council on October 14, 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

Andrew Bradley, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 14, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and proposed adoption of a Resolution (1) Delegating Authority to the City Manager to award and execute a Professional Services Agreement (PSA) with West Yost for Engineering Design Services for the Wastewater Treatment Plant and Reclamation Plant Effluent Pump Station Upgrades in an amount no-to-exceed \$326,332; (2) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 15% or \$48,950 for a total contractor budget of \$375,282; (3) Establish a new Capital Improvement Plan (CIP) Project S26-04 WWTP Effluent Pump Station; and (4) Complete Budget Amendments to fund the new CIP Project.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	A request of the City Council to authorize the City Manager to award and execute a Professional Services Agreement (PSA) with West Yost in the amount of \$326,332 for engineering design services associated with upgrades to the Wastewater Treatment and Reclamation Plant (WWTRP) Effluent Pump Station (EPS), and to create a new Capital Improvement Plan (CIP) project for this work.
FINANCIAL IMPACT:	The total cost of the proposed Professional Services Agreement with West Yost is \$326,332, with an additional 15% contingency (\$48,950) authorized for potential change orders, bringing the total project budget to \$375,282. Funding for this new Capital Improvement Project will be provided through General Obligation (GO) Bond proceeds. A budget amendment will be completed to establish the new CIP project and appropriate bond funding to cover the full contract amount and contingency.

BACKGROUND:

The City's Effluent Pump Station at the WWTRP requires critical improvements to maintain regulatory compliance and operational reliability. The upgrades will:

- Enable re-chlorination of Pond 5 water through the chlorine contact basin prior to discharge into the Napa River.
- Replace outdated electrical systems including the motor control center (MCC), variable frequency drives (VFDs), service entrance, and associated equipment.
- Provide new irrigation spray field discharge pumps and piping, instrumentation, and a new roof with access hatch.
- Improve operational flexibility for effluent discharge locations.
- Incorporate a control philosophy to allow future Supervisory Control and Data Acquisition (SCADA) automation.
- Evaluate the facility to determine its viability as a Reclaimed Water Pump Station for to supply a future distribution system.

West Yost submitted a proposal dated June 26, 2025, outlining the scope of services, budget, and schedule for design, with an "originally" anticipated completion by February 2026. Staff will provide a schedule update at the FY26Q2 CIP Update.

DISCUSSION:

The project scope builds upon prior design efforts and adds functionality required for long-term operational sustainability. Tasks include:

- **Task 1:** Site visit and inspection of existing EPS systems.
- **Task 2:** Preparation of 60% design drawings, specifications, and preliminary cost estimates.
- **Task 3:** 90% design documents and technical specifications.
- **Task 4:** Final sealed plans, specifications, and estimate (PS&E).

West Yost has significant experience with the City's WWTRP facilities, the preliminary development of the Recycle Water Facilities Plan and is well-qualified to complete this work.

Establishing a new CIP project ensures expenditures for this PSA and future construction are properly tracked.

ENVIRONMENTAL REVIEW:

This action is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306 (Information Collection) and Section 15378(b)(4) (government fiscal activities which do not involve any commitment to a specific project). Future construction will undergo CEQA review as appropriate.

GOAL:

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

DOCUMENTS ATTACHMENTS:

[Resolution WWTP Effluent Station Design PSA](#)
[PSA West Yost WWTP Effluent Pump Station](#)
[S26-04 CIP Page](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION (1) DELEGATING AUTHORITY TO THE CITY MANAGER TO AWARD AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST FOR ENGINEERING DESIGN SERVICES FOR THE WASTEWATER TREATMENT AND RECLAMATION PLANT EFFLUENT PUMP STATION UPGRADES IN AN AMOUNT NOT-TO-EXCEED \$326,332; (2) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPROVE CHANGE ORDERS NOT-TO-EXCEED 15% OR \$48,950 FOR A TOTAL CONTRACTOR BUDGET OF \$375,282; (3) ESTABLISHING CAPITAL IMPROVEMENT PLAN PROJECT S26-04 WWTP EFFLUENT PUMP STATION; AND (4) COMPLETE BUDGET ADJUSTMENTS TO FUND THE NEW CIP PROJECT

RECITALS

- A. The City of St. Helena's Effluent Pump Station at the Wastewater Treatment and Reclamation Plant (WWTP) requires critical upgrades to maintain regulatory compliance and operational reliability; and
- B. The proposed improvements will include re-chlorination of Pond 5 water, replacement of outdated electrical systems, installation of new irrigation spray field discharge pumps and piping, construction of a new roof and access hatch, improved operational flexibility, and incorporation of a control philosophy for future Supervisory Control and Data Acquisition (SCADA) automation; and
- C. West Yost has submitted a proposal dated June 26, 2025, outlining a scope of services, budget, and schedule for engineering design services, with an original anticipated completion by February 2026; and
- D. Staff recommends entering into a Professional Services Agreement with West Yost in an amount not-to-exceed \$326,332, and authorizing a 15% contingency (\$48,950) for a total budget of \$375,282; and
- E. It is necessary to establish a new Capital Improvement Plan Project (CIP S26-04 WWTP Effluent Pump Station) to ensure that expenditures are properly tracked; and

- F. Funding for this project will be provided through General Obligation (GO) Bond proceeds, and budget amendments are required to appropriate these funds into the new CIP project.

RESOLUTION

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

1. The City Manager is hereby authorized to award and execute a Professional Services Agreement with West Yost in an amount not to exceed \$326,332 for engineering design services associated with the WWTP Effluent Pump Station upgrades.
2. The Director of Public Works is authorized to approve change orders in an amount not-to-exceed 1% (\$48,950), for a total authorized contract budget of \$375,282.
3. A new Capital Improvement Plan Project, CIP S26-04 WWTP Effluent Pump Station is established.

Description	Fund	GL Account	Amount
Transfers to Capital – Budget Increase to Expense	421 – 2022 GO Bonds	421-40-00-28-99	\$375,282
Operating Transfers In – Budget Increase to Revenue	773 – Wastewater Capital	773-39-98-00-00	\$375,282
S26-04 Design	773 – Wastewater Capital	773-50-30-31-10	\$375,282

4. Funding is as follows:

Approved at a Regular Meeting of the St. Helena City Council on October 14, 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

Andrew Bradley, City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of September 23, 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 West Yost & Associates Inc., a California corporation with its principal place of business at 2020 Research Park Drive Suite 100, Davis, CA 95618 (hereinafter referred to as "Consultant"). City and Consultant 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 professional services for the following project:

WWTP Effluent Pump Station Design (hereinafter referred to as "the Project").

B. Consultant 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 Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$326,332. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant 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 Consultant 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.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

The term of this Agreement shall be from **September 23, 2025 to June 30, 2026** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

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

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional 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. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees 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. As provided for in the indemnification provisions of this Contract, Consultant shall perform, 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 Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, 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 the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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 Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant 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. Consultant 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, Consultant 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 Consultant 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
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (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 Consultant 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) Subject to written approval by the City, the 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) Consultant certifies that he/she 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 Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' 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. Consultant shall require all subconsultants 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. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(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 Consultant 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) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant 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 this Agreement, the Consultant 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 Consultant'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. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant 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, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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 Consultant, 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 Consultant 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 necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(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. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants 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 subconsultants 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 Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant 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, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under

Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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, Consultant 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 subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

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 the 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 Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant 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 Project 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 Consultant 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. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant 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 substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings,

documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant 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, Consultant 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, Consultant 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.

20. Organization

Consultant shall assign David Hollinger, PE as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project 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 94574
Attn: Joseph Leach P.E.

CONSULTANT:

West Yost
2020 Research Park Drive
Suite 100
Davis, CA 95618

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 Consultant.

24. Equal Opportunity Employment.

Consultant 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 Consultant 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.

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, Consultant 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 Consultants

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

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, 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 PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND WEST YOST**

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

CITY OF ST. HELENA

West Yost

By: _____
Anil Comelo
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A
Scope of Services



2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

June 26, 2025

SENT VIA: EMAIL

Eric Janzen
Assistant Director of Public Works
City of St. Helena
1088 College Avenue
St. Helena, CA 94574

SUBJECT: Proposal for Engineering Services for the City of St. Helena to Design Upgrades to the WWTRP Effluent Pump Station

Dear Eric:

The purpose of this letter proposal is for West Yost to provide the City of St. Helena (City) with a scope of services, budget and schedule for the design of upgrades to the Effluent Pump Station (EPS) at the City's Wastewater Treatment and Reclamation Plant (WWTRP).

BACKGROUND

The City desires to enhance the capabilities of the EPS to enable re-chlorination of Pond 5 water through the existing chlorine contact basin (CCB) prior to discharge into the Napa River. At the same time, the EPS needs equipment replacement design for the entire electrical system including motor control center (MCC) and VFDs, service entrance and associated power and lighting equipment, new irrigation spray field discharge pumps and piping, instrumentation, a new roof that includes an access hatch, and miscellaneous mechanical and piping revisions to allow greater operational flexibility for the final effluent pump discharge location.

A preliminary site visit was conducted on April 3, 2025. During the visit, an outdated process flow diagram (PFD) for the WWTRP pond system and EPS was reviewed and discussed. An additional request was made for West Yost to develop a control philosophy to allow future automation of the EPS by remote Supervisory Control and Data Acquisition (SCADA) control.

A previous design plan set titled "WWTRP Effluent Pump Station Improvement Project" was developed by HydroScience and is dated June 2022. The plans are in PDF format, and have been provided to West Yost. The design intent of that plan set will be incorporated into this project, with added functionality.

SCOPE OF SERVICES

The following is a list of the key tasks necessary to perform this proposed scope of services, each further described below:

- Task 1. Site Visit and Inspection
- Task 2. 60% Design
- Task 3. 90% Design
- Task 4. Final Sealed Construction Documents

Eric Janzen
June 26, 2025
Page 2

Project Management activities and meetings that are pertinent to each task are included in that task budget instead of being separate.

Post-design services including Bid-phase, Engineering Services During Construction (ESDCs), and Construction Administration and Observation services are not included in this scope. Any or all of these can be added by contract amendment or subsequent additional scope and fee.

Task 1. Site Visit and Inspection

In order to verify parameters, one site visit of approximately 6 hours is required. A mechanical engineer will be accompanied by both an electrical engineer and a controls engineer to examine and document the electrical system, pumps, valves and piping systems, operational setpoints, and determine future automation requirements. At that time, the PFD will be verified and finalized, as it will become part of the design plan set. The building roof system will also be inspected and photographed to document conditions necessary for installation of the new access hatch. Demolition requirements will be reviewed as well as available space for new equipment.

Owner preferences related to material selection will be discussed, as well as the approach to implementing the electrical, instrumentation and controls portion of the detailed design. In particular, the existing control panel does not appear to be able to support the additional inputs and outputs (I/O) related to the improvements of this project. While onsite, we will discuss the options and determine the approach for how to address this issue, and any other issues that we observe.

The future needs for SCADA control will be discussed with the City and WWTRP operators to determine what types of instrumentation and automated water quality testing equipment will best serve the City's needs and permit requirements.

Task 1 Assumptions

- City operations staff will accompany West Yost to answer questions about the existing systems and verify parameters for future operation.
- Pump station flow rates and pressures will not change from existing.

Task 1 Deliverables

- Site visit report – includes notes, discussions, vendor preferences, operational setpoints (pressure of irrigation pumps, etc.). Findings will be incorporated into Task 2.

Task 2. 60% Design

The previously developed PDF plan set for the EPS will be decompiled and incorporated into a new plan set. Use of those plans will enable West Yost to bypass the 30% design phase.

Updates will be made to the previously developed design for equipment replacement and to incorporate the requested operational requirements. Piping system revisions include the ability to selectively route irrigation pump discharge into a slide gate chamber upstream of the CCB mixing chamber, and the ability to selectively route final effluent pump discharge to the head of the Parshall flume chamber.

Evaluation of the pumps and piping will be made to determine the suitability of the EPS to be used for future recycled water distribution in addition to discharge to the Napa River and to spray fields.

The PFD will be finalized and a Piping and Instrumentation Diagram (P&ID) will be developed for the EPS.

Eric Janzen
June 26, 2025
Page 3

The proposed sheet count is as follows:

- General – 7 sheets
- Civil – 7 sheets
- Mechanical – 7 sheets
- Electrical – 9 sheets
- Instrumentation and Control – 6 sheets

The 60% submittal will include the above plans, a specification table of contents, and a preliminary AACE Class 3 cost estimate (PS&E). A draft control philosophy in the form of a narrative will be provided with this submittal.

Task 2 Assumptions

- City will review the 60% PS&E and provide comments within a 2-week period.
- The City's existing control system integrator will be responsible for implementation of any recommendations made by the control philosophy.

Task 2 Exclusions

- The PFD will not include any details regarding the membrane treatment process at the head of the WWTRP.
- No design will be provided to replace the inoperative slide gate that routes flow from the end of the CCB into the Parshall flume chamber.
- If the EPS is deemed unsuitable for use as a recycled water distribution pump station, a 1-page Technical Memorandum specific to recycled use will be substituted in lieu of additional design upgrades to the piping system.
- A network communication diagram will not be included.
- The existing PLC cabinet will not be upgraded. An external input/output (I/O) cabinet will be included as necessary.
- Security and access, fire alarm, and solar photovoltaic systems are not required with this design.

Task 2 Deliverables

- 60% PS&E and a draft control philosophy.

Task 3. 90% Design

Following review of City's 60% comments, the plans and estimate will be revised to 90% completion and resubmitted for review. Detailed technical specifications will be developed and submitted to support procurement of products and materials for the project. Division 00 and 01 contract front-end specifications will be provided by the City.

The control philosophy will be finalized based on City feedback and revised to become a detailed Control Description Specification that documents manual and automatic control, setpoints, alarms and priorities, and both trending as well as historical data requirements.

Task 3 Assumptions

- City will review the 90% PS&E and provide comments within 2 weeks if the review period does not extend through the end-of-year holidays. Four weeks are currently included in the schedule.

Eric Janzen
June 26, 2025
Page 4

Task 3 Exclusions

- No workshop will be held to review and discuss 60% comments to the plans and specifications.

Task 3 Deliverables

- 90% PS&E, updated control philosophy narrative and final control description specification.

Task 4. Final Sealed Construction Documents

Following review of City's 90% comments, the plans, technical specifications, and estimate will be revised into sealed construction documents and submitted. At this point, only minor revisions are expected.

Task 4 Deliverables

- Final sealed PS&E.
- AutoCAD files of the plans.

PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the scope of services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2025 Billing Rate Schedule, with a not-to-exceed budget of \$326,332. Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Site Visit and Inspection	73	\$25,513
Task 2. 60% Design	531	\$156,118
Task 3. 90% Design	373	\$111,716
Task 4. Final Sealed Construction Documents	110	\$32,985
Total Project Hours and Budget	1,087	\$326,332

SCHEDULE

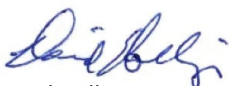
West Yost anticipates providing deliverables under the estimated schedule shown in Table 2. The Notice To Proceed is assumed based on City Council approval of the contract on July 22, 2025 (4th Tuesday of that month). Any change to that assumed approval date will merely push the below schedule to later dates, pending minor adjustments necessary to accommodate holiday periods.

Eric Janzen
June 26, 2025
Page 5

Table 2. Estimated Schedule		
Event or Task	Begin Date	Completion
Notice To Proceed	July 23, 2025	Aug 6, 2025
Site Visit and Inspection	Aug 20, 2025	Aug 20, 2025
Basis of Design Submittal	Aug 21, 2025	Sept 5, 2025
60% Design Submittal	Sept 8, 2025	Oct 24, 2025
City Review Period	Oct 27, 2025	Nov 7, 2025
90% Design Submittal	Nov 10, 2025	Dec 19, 2025
City Review Period	Dec 22, 2025	Jan 16, 2026
Sealed Construction Document Submittal	Jan 12, 2026	Feb 13, 2026

Thank you for providing West Yost the opportunity to be of continued service to the City of St. Helena. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST


David Hollinger, PE
Project Manager


Corie Moolenkamp, PE
Sector Lead, Infrastructure

Attachment: Attachment A. West Yost’s 2025 Billing Rates

Attachment A

West Yost's 2025 Billing Rate Schedule



2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II / III	\$185 / \$215 / \$224
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

Page 1 of 2



2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

Page 2 of 2

WWTP Effluent Pump Station

Project No: S26-04
Category Wastewater
Project Location: 1 Chaix Ln. St. Helena CA 94574
Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 773-5030-

STATUS: New

PRIORITY: High

PROJECT PURPOSE & DESCRIPTION:

The City's Effluent Pump Station at the WWTRP requires critical improvements to maintain regulatory compliance and operational reliability. The upgrades will:

- Enable re-chlorination of Pond 5 water through the chlorine contact basin prior to discharge into the Napa River.
- Replace outdated electrical systems including the motor control center (MCC), variable frequency drives (VFDs), service entrance, and associated equipment.
- Provide new irrigation spray field discharge pumps and piping, instrumentation, and a new roof with access hatch.
- Improve operational flexibility for effluent discharge locations.
- Incorporate a control philosophy to allow future Supervisory Control and Data Acquisition (SCADA) automation.

PROJECT NOTES:

FY26: Design PSA in Process

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design			375,282					375,282
EXPENDITURE TOTALS			375,282					375,282
FUNDING SOURCES								
763-Water Capital Improvement - Bond			375,282					375,282
FUNDING TOTALS			375,282					375,282



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 14, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Proposed Approval of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Land Revision for Pond Levee Weed Control and Upkeep in an amount not-to-exceed \$30,632.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	Resolution 2024-047 adopted by the Council on April 23, 2024 to execute an agreement with Land Revision to perform Fire Fuel Abatement services for two years.
STATEMENT OF THE PURPOSE:	The purpose of this report is to request City Council approval of a Professional Services Agreement with Land Revision for pond levee weed control and upkeep at the Wastewater Treatment Plant (WWTP), in compliance with State directives.
FINANCIAL IMPACT:	The total financial impact is an amount not-to-exceed \$30,632. Sufficient budget is currently available within the Wastewater Enterprise Fund to cover this project.

BACKGROUND:

The City's Wastewater Treatment Plant (WWTP) consists of a Membrane Bioreactor (MBR) facility supported by a system of five ponds that treat wastewater through sequential stages until discharge to spray fields or, under limited conditions, the Napa River.

During a recent inspection, the State regulatory agency directed the City to maintain the levees surrounding the ponds free of weeds and debris. Compliance is both to avoid potential fines and to preserve the structural integrity of the levees.

The levees total approximately 10,300 linear feet, broken down as follows:

- Pond 1a - 1,3569 ft
- Pond 1b - 1,328 ft
- Pond 2 - 2,066 ft
- Pond 3 - 1,770 ft
- Pond 4 - 1,458 ft
- Pond 5 - 2,330 ft

Due to limited staff resources, Public Works is unable to perform this work in-house.

DISCUSSION:

The State regulatory directive requiring the removal of weeds and debris along the WWTP pond levees is intended to ensure that the City's facilities remain in compliance with discharge permit requirements and that the levee system is adequately protected against erosion, burrowing animals, and structural degradation. Vegetation growth, if not controlled, can weaken levee walls, obstruct inspection access, and create conditions that compromise the ponds' function in wastewater treatment.

The total maintenance area includes approximately 10,300 linear feet of levees surrounding five separate ponds. Performing this work in-house is not feasible due to both the scale of the project and current staffing limitations within the Public Works Department. Seasonal workloads are already heavily impacted by operations and maintenance needs at the new MBR treatment facility, water distribution system, and collection system, leaving no staff availability for this specialized and labor-intensive project.

In addition to compliance concerns, the work will provide operational benefits by preserving safe access around the ponds for inspections, maintenance, and emergency response. Routine vegetation management is also a best practice in wastewater facility operations, as it reduces the potential for animal intrusion, minimizes fire hazards during the summer season, and ensures that the City can demonstrate proactive management of its infrastructure during future regulatory inspections.

To complete the work, staff solicited an estimate from Land Revision, a contractor experienced in pond and levee maintenance and familiar with City operations, to provide a proposal, for which they have estimated an amount of \$30,632. The scope of work includes vegetation removal, disposal, and cleanup along all levee areas, with the goal of restoring compliance with State directives and establishing a maintainable condition that will allow staff to keep vegetation under control through routine future efforts.

Approval of this contract will enable the City to proceed with the levee cleanup work in a timely manner, ensuring that the WWTP remains compliant with all regulatory requirements and that the City avoids potential fines, penalties, or corrective enforcement actions.

ENVIRONMENTAL REVIEW: This action is exempt from CEQA under Section 15301 (Existing Facilities), as it involves routine maintenance of existing public facilities with no expansion of use.

GOAL:

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

DOCUMENTS ATTACHMENTS:

[WWTP Weed Abatement Resolution](#)

[Land Revision WWTP Weed Abatement PSA](#)

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT WITH LAND
REVISION FOR POND LEVEE WEED CONTROL AND UPKEEP IN
AN AMOUNT NOT-TO-EXCEED \$30,632.**

RECITALS

- A. The City of St. Helena owns and operates a wastewater treatment plant (WWTP) consisting of a membrane bioreactor (MBR) facility and five supporting treatment ponds; and
- B. During a recent inspection, the State regulatory agency directed the City to maintain the pond levees free of weeds and debris as part of its compliance with discharge permit requirements; and
- C. The pond levees total approximately 10,300 linear feet, and unchecked vegetation growth poses risks including erosion, burrowing animal intrusion, fire hazards, and restricted emergency access; and
- D. The Public Works Department does not have adequate staff resources to perform this specialized and labor-intensive work in-house due to ongoing operational demands; and
- E. Land Revision, a contractor with demonstrated experience in pond and levee maintenance, provided an estimate in the amount of \$30,632 for vegetation removal, debris disposal, and levee clean up; and
- F. Sufficient funds are available in the FY2025/26 Wastewater Enterprise Fund (Other Contract Services) to fund this work.

RESOLUTION

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

1. Authorizes the City Manager to execute a Professional Services Agreement with Land Revision for pond levee weed control and upkeep at the WWTP in an amount not-to-exceed \$30,632.

2. Funding is as follows:

Description	Fund	GL Account	Amount
FY2025/26 Budgeted Funds Other Contract Services	571 – Wastewater Enterprises	571-50-29-21-45	\$30,632

Approved at a Regular Meeting of the St. Helena City Council on October 14, 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

Andrew Bradley, City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of September 23, 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 Land Revision with its principal place of business at 3702 Petaluma Blvd. Petaluma, CA 94952 (hereinafter referred to as "Consultant"). City and Consultant 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 professional services for the following project:

Wastewater Treatment Plant (WWTP) Pond Levee Weed Control and Up Keep (hereinafter referred to as "the Project").

B. Consultant 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 Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$30,632. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant 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 Consultant 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.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

The term of this Agreement shall be from October 14, 2025 to June 30, 2026 unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

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

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional 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. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees 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. As provided for in the indemnification provisions of this Contract, Consultant shall perform, 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 Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, 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 the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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 Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant 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. Consultant 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, Consultant 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 Consultant 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
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (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 Consultant 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) Subject to written approval by the City, the 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) Consultant certifies that he/she 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 Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' 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. Consultant shall require all subconsultants 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. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(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 Consultant 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) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant 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 this Agreement, the Consultant 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 Consultant'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. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant 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, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(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 Consultant from liability in excess of such coverage, nor shall it limit the Consultant'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 Consultant, 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 Consultant 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 necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(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. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants 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 subconsultants 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 Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant 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, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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, Consultant 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 subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED17. 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 the 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 Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant 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 Project 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 Consultant 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. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant 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 substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant 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, Consultant 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, Consultant 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.

20. Organization

Consultant shall assign John O'Sullivan as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project 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 94574

Attn: Public Works

CONSULTANT:

Land Revision

3702 Petaluma Boulevard North

Petaluma, CA 94952

and shall be effective upon receipt thereof.

10

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 Consultant.

24. Equal Opportunity Employment.

Consultant 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 Consultant 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.

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, Consultant 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 Consultants

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

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, 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 PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND LAND REVISION**

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

CITY OF ST. HELENA

Land Revision

By: _____
Anil Comelo
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
Ethan Walsh
City Attorney

EXHIBIT A
Scope of Services



Land Revision

Lic. #: 1075942
3702 Petaluma Boulevard North
Petaluma, Ca 94952

(707) 790-5263
landrevision@mail.com
landrevision.com

1 Chaix Lane - St. Helena

Estimate Number: E-1478

Estimate Date: Sep 11, 2025

Estimate Expires: Oct 11, 2025

Client

Carlos Uribe
(707) 486-6144
carlosU@cityofsthelena.org

Billing Address

Mow and Weed whipped the roadways and top of bank to top of high waterline mark on all ponds.

Including weed, whipping and mowing on the backside of the pond levy's .

Vegetation debris to be blown away from ponds.

(2) days of excavator mower.

(1) day of 6 foot rotary mower

(4) days of weed whipping hand with crew

Water buffalo/Fire protection on site at all times

DESCRIPTION	PRICES
Product or Service	\$30 , 632 . 00
<u>Labor/Equipment</u>	
<u>Water Buffalo</u>	
<u>4x4 Truck/Transport</u>	
Subtotal	\$30 , 632 . 00
Taxable Subtotal	\$0 . 00
Tax	\$0 . 00
Total	\$30 , 632 . 00

Files



IMG_2345 copy.pdf
IMG_2345 copy.pdf



IMG_2346 copy.pdf
IMG_2346 copy.pdf



IMG_2347 copy.pdf
IMG_2347 copy.pdf



IMG_2348 copy.pdf
IMG_2348 copy.pdf



IMG_2350 copy.pdf
IMG_2350 copy.pdf



IMG_2351 copy.pdf
IMG_2351 copy.pdf



IMG_2352 copy.pdf
IMG_2352 copy.pdf



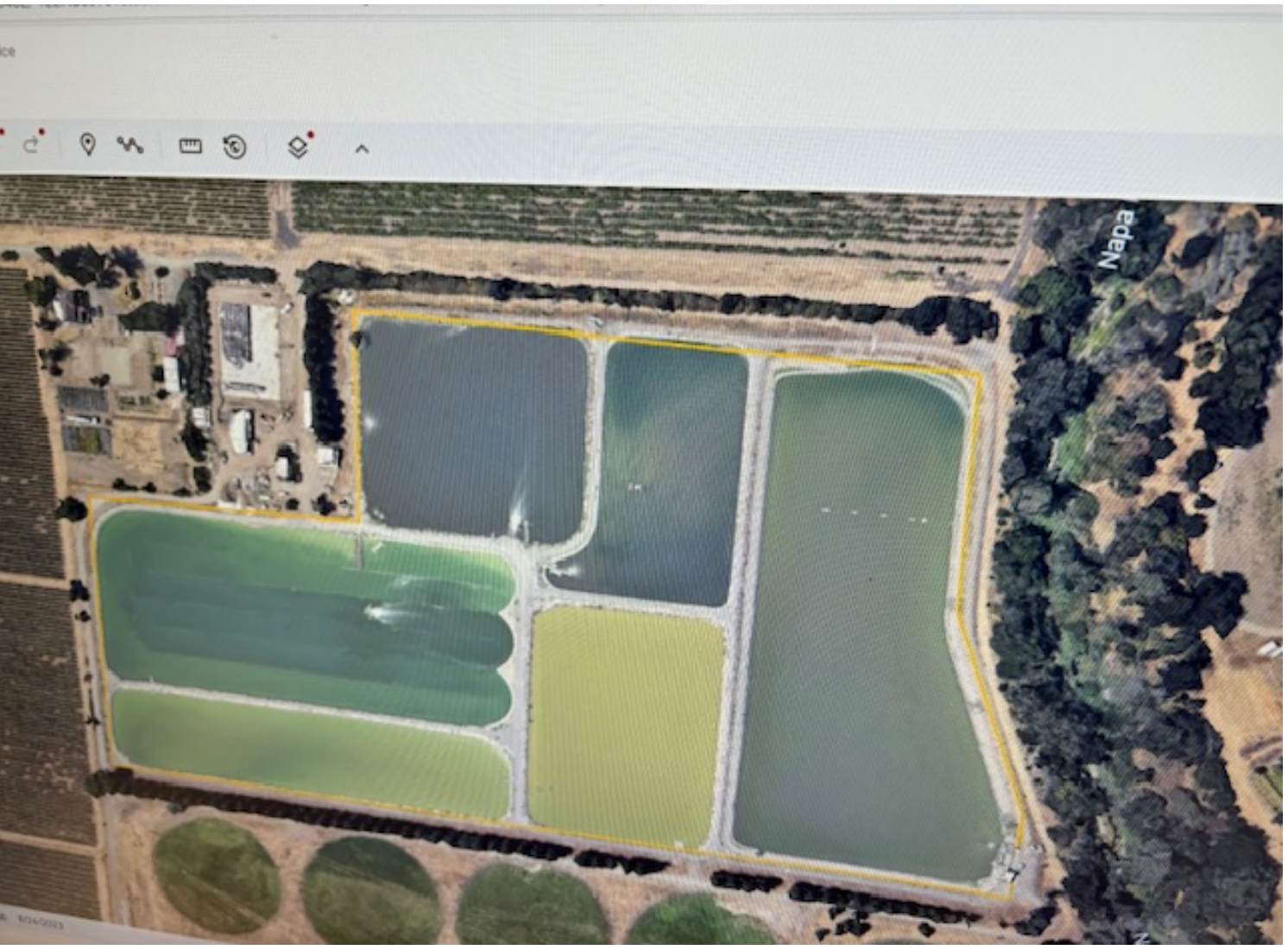














Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 14, 2025
FROM:	Ian Dale, Environmental Services Tech
SUBJECT:	Authorize the City Manager to execute a professional services agreement with Kleinfelder Associates for preparation and submittal of the Annual Instrumentation Reports for the St. Helena Lower Reservoir Dam for 2025, 2026, and 2027, in an amount not to exceed \$65,229.
RECOMMENDED ACTION:	Authorize the City Manager to execute a professional services agreement with Kleinfelder Associates for preparation and submittal of the Annual Instrumentation Reports for the St. Helena Lower Reservoir Dam for 2025, 2026, and 2027, in an amount not to exceed \$65,229.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The purpose of this item is to ensure the City of St. Helena remains in compliance with California Division of Safety of Dams (DSOD) requirements by contracting with a qualified engineering consultant to prepare and submit the annual instrumentation reports for the Lower Reservoir Dam. These reports are a critical component of the City's ongoing dam safety monitoring program, providing DSOD with documentation of instrumentation data and confirming the continued safe operation of the dam. Engaging Kleinfelder Associates for this work ensures regulatory compliance, continuity of technical knowledge, and reliable reporting for the 2025, 2026, and 2027 reporting periods.
FINANCIAL IMPACT:	Kleinfelder, Inc. has proposed a three-year agreement covering annual reporting requirements for 2025, 2026, and 2027, including this year's submittal. The total not-to-exceed amount for the three-year period is \$65,229. Funding for this is available in the Water Enterprise Fund under the professional contracts budget.

BACKGROUND:

The City of St. Helena owns and operates the Lower Reservoir Dam, which is under the jurisdiction of the California Division of Safety of Dams (DSOD). As part of the regulatory oversight, the City is required to submit an **Annual Instrumentation Report** documenting dam safety monitoring data, including piezometer readings, survey monuments, seepage measurements, and other related instrumentation results.

Kleinfelder Associates has historically provided engineering support to the City regarding the Lower Reservoir Dam and is currently performing related dam safety work for the City. Their long-term involvement provides them with institutional knowledge of the dam's design, past performance, and current conditions. This continuity is critical to ensure regulatory compliance, consistency of reporting, and effective communication with DSOD.

DISCUSSION:

Kleinfelder Associates submitted a proposal that includes preparation, review, and submittal of the required annual reports in accordance with DSOD standards.

The proposal covers:

- Compilation and review of instrumentation monitoring data.
- Preparation of the annual report in DSOD format.
- Coordination with City staff regarding monitoring requirements.
- Submittal of reports to DSOD by the required deadlines.

Given Kleinfelder's familiarity with the dam, current ongoing projects, and proven track record in working with DSOD, staff recommends their selection.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

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

DOCUMENTS ATTACHMENTS:

[Resolution Authorizing Kleinfelder, Inc. to prepare St Helena Lower Res Dam Annual Instrumentation Reports 2025-2027](#)
[Kleinfelder Professional Services Agreement](#)

CITY OF ST. HELENA

RESOLUTION No. 2025-

APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC. FOR PREPARATION AND SUBMITTAL OF THE ANNUAL INSTRUMENTATION REPORTS FOR THE ST. HELENA LOWER RESERVOIR DAM FOR 2025, 2026, AND 2027, IN AN AMOUNT NOT TO EXCEED \$65,229.00.

RECITALS

- A. The City desires to have Kleinfelder, Inc. assist with the geotechnical consultation services for the St. Helena Lower Dam as they have experience and expertise with the St. Helena Lower Dam; and
- B. The Professional Services Agreement will be that Kleinfelder, Inc. prepare the calendar year 2024 instrumentation report immediately and then prepare the calendar year 2025 and 2026 instrumentation reports, which are due to Division of Safety of Dams by April 1 of 2026 and 2027; and
- C. The City of St. Helena and Kleinfelder, Inc. now desire to enter into an Agreement for \$65,229 for geotechnical consultation services.

RESOLUTION

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

- 1. The above recitals are true and correct and are incorporated herein by this reference; and
- 2. Authorizing the City Manager to execute a Professional Services Agreement with Kleinfelder, Inc. for preparation and submittal of the Annual Instrumentation Reports for the St. Helena Lower Reservoir Dam for 2025, 2026, and 2027, in an amount not to exceed \$65,229.00.
- 3. Fee is provided as follows:

Funding Details	Fund	GL Account	Amount
Professional Contract Services	Water Fund	561-5000-2130	\$65,229.00
TOTAL			\$65,229.00

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

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

City Clerk

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
ANNUAL INSTRUMENTATION REPORT FOR ST. HELENA LOWER RESERVOIR DAM**

This Agreement is made and entered into as of October 14, 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 Kleinfelder, Inc. with its principal place of business at 2240 Northpoint Parkway, Santa Rosa CA 95407-5009 (hereinafter referred to as "Consultant"). City and Consultant 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 professional services for the following project:

Geotechnical Consultation Services Calendar Year 2024 through 2026 Instrumentation Data Review and Evaluation St. Helena Lower Dam, DSOD Dam Number 16-2 (hereinafter referred to as "the Project").

B. Consultant 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 Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$65,229.00. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant 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 Consultant 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.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from October 14, 2025 to June 30, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant 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. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

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

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional 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. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees 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. As provided for in the indemnification provisions of this Contract, Consultant shall perform, 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 Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, 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 the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant 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 Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant 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. Consultant 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, Consultant 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 Consultant 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
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (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 Consultant 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) Subject to written approval by the City, the 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) Consultant certifies that he/she 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 Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' 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. Consultant shall require all subconsultants 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. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(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 Consultant 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) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant 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 this Agreement, the Consultant 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 Consultant'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. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant 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, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(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 Consultant from liability in

excess of such coverage, nor shall it limit the Consultant'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 Consultant, 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 Consultant 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 necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(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. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants 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 subconsultants 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 Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant 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, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. 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.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant 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, Consultant 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 subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

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 the 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 Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant 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 Project 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 Consultant 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. Consultant shall not be

entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant 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 substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant 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, Consultant 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, Consultant 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.

20. Organization

Consultant shall assign Brandon Lanthier as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project 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 94574

Attn: Joseph Leach P.E., Public Works
Director

CONSULTANT:

Kleinfelder, Inc.
2240 Northpoint Parkway
Santa Rosa, CA 95407-5009

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 Consultant.

24. Equal Opportunity Employment.

Consultant 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 Consultant 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.

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, Consultant 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 Consultants

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

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant 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 Consultant, 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 PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF ST. HELENA
AND KLEINFELDER, INC.**

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

CITY OF ST. HELENA

KLEINFELDER, INC.

By: _____
Anil Comelo
City Manager

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A
Scope of Services



September 19, 2025
Kleinfelder Proposal No.: M2601887.001A

Mr. Ian Dale
Environmental Services Technician II
City of St. Helena
1088 College Avenue
St. Helena, CA 94574
idade@cityofsthenana.org

**SUBJECT: Proposal for Geotechnical Consultation Services
 Calendar Year 2024 through 2026 Instrumentation Data Review and Evaluation
 St. Helena Lower Dam, DSOD Dam Number 16-2
 Spring Mountain Road
 St. Helena, California**

Dear Mr. Dale:

In accordance with your request, Kleinfelder is pleased to present this proposal for geotechnical consultation services for the St. Helena Lower Dam, located on Spring Mountain Road in St. Helena, California. Based on conversations with you, it is our understanding that the California Division of Safety of Dams (DSOD) is requesting an instrumentation report for the four open well piezometers at St. Helena Lower Dam, as documented in DSOD's 2025 inspection report, dated August 7, 2025 (attached for reference). The City has requested that Kleinfelder prepare the calendar year 2024 instrumentation report immediately and then prepare the calendar year 2025 and 2026 inspection reports, which are due to DSOD by April 1 of 2026 and 2027, respectively.

Kleinfelder is committed to providing quality service to its clients, commensurate with their requirements and desired level of risk. If a portion of this proposal does not meet the needs of the City of St. Helena or if those needs change, Kleinfelder will consider appropriate modifications, subject to the standards of care to which Kleinfelder adheres as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms may result in changes to the risks assumed by the City of St. Helena, as well as adjustments to the fees and schedule.

PROJECT UNDERSTANDING

Kleinfelder has provided past services to the City regarding the St. Helena Lower dam. In 2024, Kleinfelder prepared a memorandum on behalf of the City to send to DSOD a response to DSOD's request for a plan and schedule to remediate the embankment and outlet tower stability at the dam. That memorandum is currently under review by DSOD. Our understanding of the facility is based on those previous services and is briefly summarized below.

The St. Helena Lower dam is a 44-foot-high earthen embankment dam located approximately one mile west of the City of St. Helena, in Napa County, California. The dam is used to supply water for irrigation to nearby vineyards. The dam is located across a small, northwest-trending ephemeral drainage extending off the main York Creek drainage shed. The embankment is approximately 865 feet in length with a crest width of approximately 15 feet. The upstream and downstream slopes are 2.5H:1V steepening to 2H:1V in the uppermost 10 feet of the embankment. The upstream slope is lined with rip rap. A clay blanket stretches upstream of the dam to reduce seepage.

From our review of the Taber 1989 and Kleinfelder 2017 geotechnical investigation reports, it is our understanding that there may be up to five different piezometers located at the facility; 4 in the crest and 1 at the toe. Taber installed one-inch PVC pipe in Borings 1 and 2 to facilitate future groundwater measurements. The installation included placement of a 10-ft section of 0.020-inch-wide machined slotted PVC at the base of the borings, followed by a gravel pack to 1 foot above the slotted portion, then a 3-foot bentonite clay seal, then backfill with native cuttings to within 3 feet of the surface, then a concrete plug to the surface, and lastly covered by a 4-inch PVC cap. Kleinfelder converted Borings KB-1, KB-2, and KB-3 to wells as part of their investigation. In general, the wells include a 1-inch diameter PVC pipe with a 0.020-inch-wide machined slotted section just above the contact with bedrock, overlain by a 2- to 6-foot-thick bentonite seal, then neat cement grout to the surface, and covered by a traffic-rated well cover. Figure 1 below highlights the locations of the piezometers. It is our understanding from discussions with the City that only 4 of the 5 piezometers are actively read and all of them consistently read as dry.

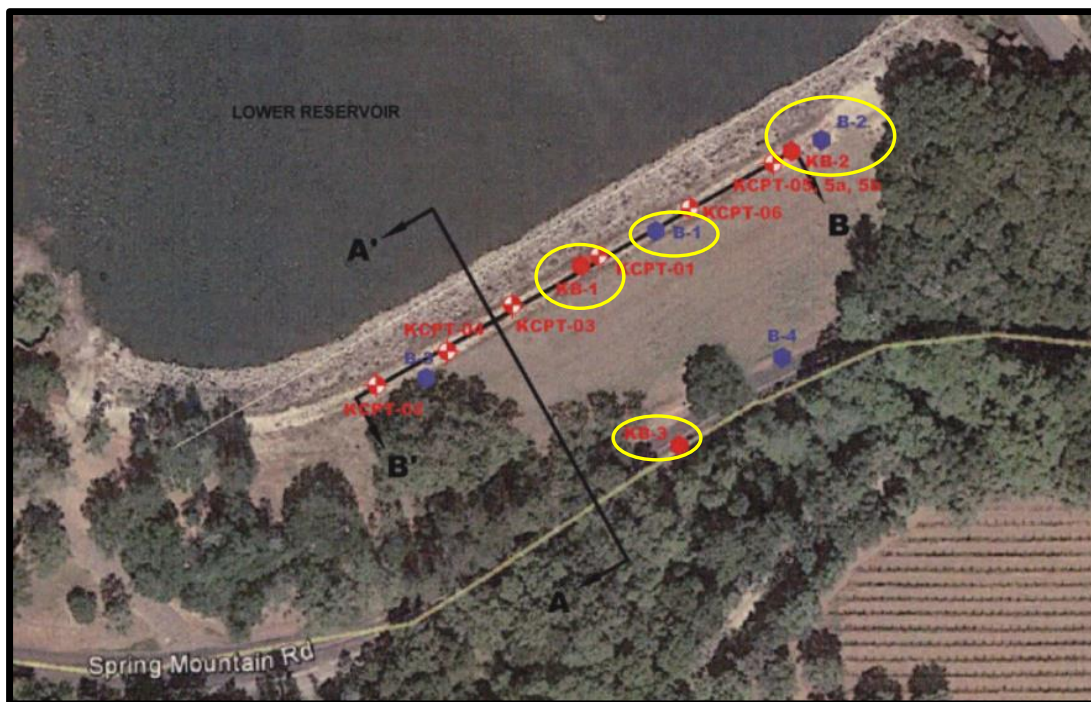


Figure 1 – Piezometer Locations

SCOPE OF WORK

Our proposed geotechnical services described below are based on discussion with the City of St. Helena and our experience with previous instrument data review and evaluations for other clients. We propose to perform the following tasks:

- Task 1 - Review and evaluate the annual instrumentation data for 2024.
- Task 2 - Review and evaluate the annual instrumentation data for 2025.
- Task 3 - Review and evaluate the annual instrumentation data for 2026.

Task 1 – Calendar Year 2024 Instrumentation Report

The 2024 instrumentation task will include the following:

1. Kickoff Meeting – We will meet with the City to discuss the project approach, exchange data records, and to discuss any unusual or significant events that may have occurred in 2024. The purposes for this meeting will be to:
 - Establish lines of communication, personnel and communication protocols.
 - Identify and schedule coordination activities for the project team, including progress meetings.
 - Discuss the project schedule.
 - Provide a common basis of understanding the nature of the dam facilities and operation that may influence the instrument readings.
2. Site Visit – Two Kleinfelder geologists or engineers will plan a visit to the dam to observe data collection points and processes and evaluate equipment condition. In addition, Kleinfelder will conduct a verbal interview with the City's staff to understand the City's dam safety monitoring program, any key events that occurred in 2024, and identify any other pertinent instrumentation, such as water level and precipitation monitoring devices.
3. Instrumentation Data Review and Evaluation – We will organize and review the obtained instrumentation data for the four open well piezometers at the St. Helena Lower Dam and prepare exhibits for presentation of the data in the planned report. This task will include a progress meeting with the City to discuss the general findings of the data evaluation and the planned data presentation prior to preparation of the draft report. We assume that the City is responsible for collecting the piezometer instrumentation data and providing that data to Kleinfelder in an electronic format.
4. Annual Instrumentation Report (2024) – We will prepare an Annual Instrumentation Report that presents the obtained instrumentation data in a clear and concise document with exhibits and appendices. The report will identify instrument performance that is consistent with expected dam performance, data issues and potential errors, data trends and those trends that indicate potentially adverse results, and potential need for instrument repair or replacement.

The results will be summarized in a written report prepared under the supervision of a Registered Geotechnical Engineer. An electronic copy (PDF file) of the draft will be provided for review and comment by the City. Upon receipt, comments will be reviewed and incorporated into the draft report, as

appropriate. An electronic copy of the final report will be provided. Hard copies can be provided upon request.

5. Technical Meetings and Consultations – Kleinfelder has budgeted time for one technical consultation meeting under this task. It is anticipated this will involve a web-hosted meeting with the team members and the City and may also include participants from the California Department of Water Resources Division of Safety of Dams (DSOD). The purpose of this meeting will be to discuss the general findings of data evaluation, data trends, and our conclusions and/or recommendations.

Task 2 – Calendar Year 2025 Instrumentation Report

The 2025 instrumentation report task will include the same activities as identified in Task 1, but will occur between January 1 and April 1 of 2026 and will be focused on the instrumentation data obtained by the City in 2025.

Task 3 – Calendar Year 2026 Instrumentation Report

The 2026 instrumentation report task will include the same activities as identified in Task 1, but will occur between January 1 and April 1 of 2027 and will be focused on the instrumentation data obtained by the City in 2026.

ASSUMPTIONS

The scope of work described above, and the associated fee assumes the following:

- The City will provide electronic files of the instrumentation data, preferably in an excel table. Instrumentation data will include data from the four piezometers, reservoir level monitoring, and precipitation monitoring.
- Review of other instrumentation data beyond the four piezometers, reservoir level monitoring device, and precipitation monitoring device is not included in the scope of work.
- Regular progress meetings will be held by web-hosted platforms and may include electronic document sharing.
- Kleinfelder will prepare the final annual report based on one round of review and comment by the City and DSOD. Additional rounds of review and revision are not included in our budget.
- Anything not specifically stated is excluded from our scope of services.

SCHEDULE

Kleinfelder will schedule the kickoff and coordinate the site visit within two weeks of receiving authorization to proceed. The data review and evaluation are anticipated to take approximately two weeks to complete after the receipt of the instrumentation data. Our draft report should be completed within approximately two weeks following the progress meeting with the City to discuss the general findings. The final annual report will be prepared within one week of receiving written comments.

This schedule applies for each task and will occur each year for the next three years.

FEE ESTIMATE

The total contract value for the geotechnical consultation services described herein have been developed on a time and materials basis. The fees will be invoiced monthly on a time and materials basis in accordance with our 2025 fee schedule (attached). Any additional work that is required and not included in this proposed Scope of Work shall require a fully executed Change Order and shall be priced in accordance with the time and expense rates specified on our service contract. For the scope of services outlined above, our proposed fee is **\$65,229.00**. Estimated hours and a cost breakdown for allowable direct costs may be provided upon request.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions, and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of explorations, observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, expressed or implied, regarding these services, communication (oral or written), report, opinion or instrument of service provided.

AUTHORIZATION

Please forward your standard Client Professional Services Agreement or equivalent, for review by our legal team. Once the review is complete and approved, a fully executed copy will be returned to you for your files and we will commence our services.

All information gathered by Kleinfelder is considered confidential and will be released only to those specified by the construction documents, or to others upon written authorization by the Client, or as required by law.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the request for proposal, in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

CLOSING

We trust this proposal is satisfactory and meets with your approval. Please call us at 714.906.7528 if there are questions or if our scope or fee estimate needs clarification.

Respectfully submitted,

KLEINFELDER, INC.

A blue ink signature of Brandon Lanthier, written in a cursive style.

Brandon Lanthier, PE, GE, PMP
Geotechnical Project Manager

A blue ink signature of Tim Williams, written in a cursive style.

Tim Williams, PE, GE
Principal Geotechnical Engineer

Attachments: California Department of Water Resources DSOD Inspection Report (August 7, 2025)
Kleinfelder 2025 Fee Schedule



CALIFORNIA DEPARTMENT OF WATER RESOURCES DSOD INSPECTION REPORT

Docusign Envelope ID: 2D59FACF-7897-4FCD-A487-0A4035B3574A

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF SAFETY OF DAMS

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam St. Helena Lower Dam No. 16-2 County Napa
Type of Dam Earth Type of Spillway Concrete Weir
Water is 1.2 feet below restricted elevation and 13.3 feet below dam crest.

Weather Conditions Clear, 77° F.Contacts Made Ian Dale, Eric Janzen, and David Valerga with City of St. HelenaReason for Inspection Maintenance Inspection

Important Observations, Recommendations or Actions Taken

Select if needed:	Descriptions, actions, and recommendations:
☒ Maintenance items required.	<u>Maintenance</u> The following maintenance items were identified during this inspection and need to be addressed prior to the next inspection: • Remove berry vines from the spillway channel (Photo 4). • Remove woody vegetation from the upstream and downstream slope (Photos 5-7). • Remove the fallen tree from the left downstream groin.
☒ Outlet/spillway valves/gates need to be fully cycled during the next DSOD inspection.	
☒ Instrumentation submittal overdue.	
☐ Open construction, alteration, enlargement, repair, or removal application.	<u>Outlet and Spillway</u> Arrangements need to be made to fully cycle both 24-inch slide gates and all low-level outlet controls in DSOD's presence during the next inspection.
☐ No Action Items/ Recommendations.	<u>Instrumentation</u> The previous inspection report indicated that four open well piezometers were installed in 2016 and monitored by the owner. The expectation is for the owner to submit instrumentation data collected during the prior full calendar year along with an engineering evaluation by April 1 of the following year. The current instrumentation report is overdue and needs to be submitted.
☒ Other.	<u>Outlet and Embankment Remediation</u> In a DSOD letter dated February 1, 2016, the reservoir was restricted to an elevation of 405.2 feet, which is the elevation of the original spillway located just upstream of the new spillway. An application was filed on May 3, 2016, and approved on September 14, 2016, to perform subsurface exploration of the dam to provide stability analysis and the installation of four piezometers. Kleinfelder provided a "Geotechnical Investigation Report" on January 20, 2017. In letter dated May 10, 2024, DSOD concurred with Kleinfelder's conclusion that the embankment will undergo significant deformation during a seismic event and that the current restriction is adequate until the City addresses the dam's seismic

Photos taken? ☒ Yes ☐ No

Inspected by S. Ngo SN 8/5/2025
Date of Inspection 6/11/2025 MPA 8/7/2025
Date of Report 7/1/2025 RCB 8/7/2025

(rev. 11/24)

Sheet 1 of 8

DocuSign Envelope ID: 2D59FACF-7897-4FCD-A487-0A4035B3574A

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUSName of Dam St. Helena LowerDam No. 16-2Date of Inspection 6/11/2025

		stability deficiency. In letter dated January 31, 2025, Kleinfelder provided DSOD with a plan and schedule to resolve outlet deficiencies by December 31, 2029, and through 2033 to resolve embankment deficiencies. The remediation of the outlet will serve as interim risk reduction measure while the remediation of the embankment progresses. DSOD is reviewing the proposed plan and schedule.
--	--	---

Conclusions

Hazard Classification:

☐ Extremely High ☒ High ☐ Significant ☐ Low

Condition Assessment:

☐ Satisfactory ☐ Fair ☒ Poor ☐ Unsatisfactory

Reservoir Restriction:

☒ Yes ☐ NoRestricted Reservoir Elevation: 405.2 Datum: assumed Distance Below Spillway Crest: 7.6 feet

From the known information and visual inspection, the dam, reservoir, and the appurtenances are judged safe for continued use at the restricted reservoir elevation of 405.2 feet, or 12.1 feet below the embankment crest, pending the embankment and outlet tower remediation.

Observations and Comments	
Dam	<i>Dam Description:</i> St. Helena Lower Dam is an earthen embankment dam constructed in 1878.
	<i>Dam crest in satisfactory condition:</i> ☒ Yes ☐ No
	<i>Maintenance needed:</i> None.
	<i>Upstream/downstream slopes, abutments, and toe areas uniform, stable, and in satisfactory condition:</i> ☒ Yes ☐ No
	<i>Maintenance needed:</i> None.
	<i>Vegetation control satisfactory:</i> ☒ Yes ☐ No
	<i>Maintenance needed:</i> Remove woody vegetation from the upstream and downstream slopes (Photos 5-7) and remove the fallen tree from the left downstream groin.
	<i>Rodent control satisfactory:</i> ☒ Yes ☐ No
	<i>Maintenance needed:</i> None.
	<i>Dam comments:</i> None.
Spillway	<i>Spillway Description:</i> The spillway consists of a concrete weir equipped with two 24-inch slide gates, arrayed in series, through the concrete spillway structure that maintain the restricted reservoir elevation of 405.2 feet. The upstream-most gate is at elevation 398 feet and the downstream gate is roughly two feet lower.

(rev. 11/24)

Sheet 2 of 8

DocuSign Envelope ID: 2D59FACF-7897-4FCD-A487-0A4035B3574A

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUSName of Dam St. Helena LowerDam No. 16-2Date of Inspection 6/11/2025

Observations and Comments	
	<i>Last Cycled (DSOD presence):</i> <u>5/24/2023</u> <i>(Independently by Owner):</i> <u>March 2025</u> <i>Comments:</i> Arrangements need to be made to fully cycle both 24-inch slide gates in DSOD's presence during the next inspection.
	<i>Log boom in place and intact:</i> ☒ N/A ☐ Yes ☐ No <i>Comments:</i> None.
	<i>Spillway approach area, control section, and downstream exit clear:</i> ☒ Yes ☐ No <i>Maintenance needed:</i> Remove berry vines from the spillway channel (Photo 4).
	<i>Spillway condition satisfactory:</i> ☒ Yes ☐ No <i>Maintenance needed:</i> None.
	<i>Spillway comments:</i> No additional comments.
<u>Outlet</u>	<i>Outlet Type/Description:</i> The outlet consists of three upstream 12-inch gate valves within the outlet tower at elevations 400.8 feet, 385.8 feet, and 371.8 feet, and 12-inch and 8-inch gate valves, arrayed in series, beyond the downstream toe. <i>Outlet Control:</i> ☒ Yes ☐ No
	<i>Last Cycled (DSOD Presence):</i> <u>5/25/2023</u> <i>(Independently by Owner):</i> <u>6/6/2025</u> <i>Comments:</i> Arrangements need to be made to fully cycle all low-level outlet controls in DSOD's presence during the next inspection.
	<i>Overall outlet condition satisfactory:</i> ☒ Yes ☐ No <i>Outlet visually unobstructed:</i> ☒ Yes ☐ No <i>Maintenance needed:</i> None.
	<i>Outlet comments:</i> No additional comments.
<u>Seepage</u>	<i>Instrumented seepage monitoring at the dam:</i> ☐ Yes ☒ No <i>Description and measurements:</i> None.
	<i>Seepage observations and comments:</i> The downstream face, groins, and toe were free from any indications of seepage. <i>Seepage conditions are consistent with past inspection observations:</i> ☒ Yes ☐ No <i>Maintenance needed:</i> None.

(rev. 11/24)

Sheet 3 of 8

DocuSign Envelope ID: 2D59FACF-7897-4FCD-A487-0A4035B3574A

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUSName of Dam St. Helena LowerDam No. 16-2Date of Inspection 6/11/2025

Observations and Comments				
<u>Instr.</u>	<i>Dam instrumented:</i>	☒ Yes ☐ No	<i>Submittal required:</i>	☒ Yes ☐ No
	<i>Submittal frequency:</i> Annually		<i>Overdue:</i>	☒ Yes ☐ No
	<i>Latest instrumentation submittal:</i>	<u>N/A</u>	<i>Reporting period:</i>	<u>N/A</u>
	<i>Dam instrumentation:</i> Instrumentation at the dam consists of piezometers. <u>Piezometers:</u> Four open well piezometers, installed in 2016, are located along the crest and monitored by the owner.			
	<i>Instrumentation at the dam is judged adequate at this time:</i> ☒ Yes ☐ No			
<i>Instrumentation review:</i> The last inspection report indicated that four open well piezometers were installed in 2016 and are monitored by the owner. As mentioned above, instrumentation data collected the prior full calendar year must be submitted along with an engineering analysis by April 1 of the following year. The current instrumentation report is overdue and must be submitted.				
<i>Instrumentation data indicate the dam is performing satisfactorily:</i> ☒ Yes ☐ No				

In accordance with Division 3, Part 1, Chapter 2, section 6029 of the California Water Code, the owner or operator of a dam or reservoir is responsible for the safe operation, performance, and maintenance of their dam or reservoir, and obtaining all necessary permits and approvals from other permitting agencies, as required.

Docusign Envelope ID: 2D59FACF-7897-4FCD-A487-0A4035B3574A

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam St. Helena Lower

Dam No. 16-2

Date of Inspection 6/11/2025



Photo 1: View of the crest observed from near the right end.



Photo 2: View of the downstream slope observed from near the right groin.

(rev. 11/24)

Sheet 5 of 8

Docusign Envelope ID: 2D59FACF-7897-4FCD-A487-0A4035B3574A

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam St. Helena Lower

Dam No. 16-2

Date of Inspection 6/11/2025

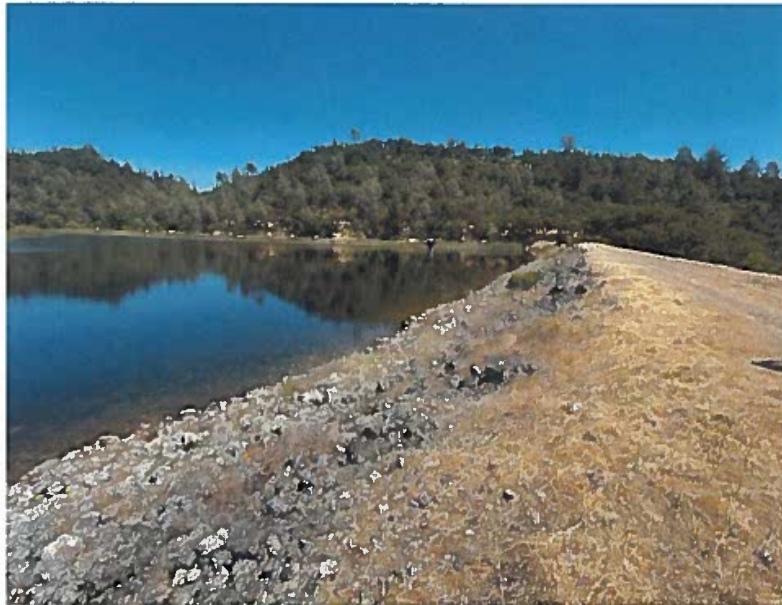


Photo 3: View of the upstream slope observed from near the right end.



Photo 4: View of spillway approach and control looking upstream. Remove berry vines (circled).

(rev. 11/24)

Sheet 6 of 8

DocuSign Envelope ID: 2D59FACF-7897-4FCD-A487-0A4035B3574A

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam St. Helena Lower

Dam No. 16-2

Date of Inspection 6/11/2025



Photo 5: Remove vegetation from the downstream slope (circled).



Photo 6: Remove woody vegetation and minor tule growth from the upstream slope (circled).

(rev. 11/24)

Sheet 7 of 8

Docusign Envelope ID: 2D59FACF-7897-4FCD-A487-0A4035B3574A

INSPECTION OF DAM AND RESERVOIR IN CERTIFIED STATUS

Name of Dam St. Helena Lower

Dam No. 16-2

Date of Inspection 6/11/2025



Photo 7: Remove woody vegetation from the downstream slope (circled).



KLEINFELDER 2025 FEE SCHEDULE

KLEINFELDER, INC – NorCal Pacific Area, Geotech Services 2025 RATE SCHEDULE



Developed for: Geotechnical Engineering Services

PROFESSIONAL STAFF RATES

Professional*	\$ 152/ hour
Staff Professional I*	\$ 173/ hour
Staff Professional II*	\$ 184/ hour
Project Professional	\$ 210/ hour
Senior Professional	\$ 218/ hour
Principal Professional	\$ 257/ hour
Senior Principal Professional	\$ 314/ hour
Project Manager I / Materials Manager I*	\$ 199/ hour
Project Manager II	\$ 210/ hour
Senior Project Manager	\$ 263/ hour
Program Manager	\$ 268/ hour
Senior Program Manager	\$ 299/ hour
GIS/Designer/Drafter*	\$ 122/ hour
Senior GIS/Designer/Drafter	\$ 166/ hour
Project Controls Professional*	\$ 137/ hour
Senior Project Controls Professional	\$ 210/ hour
Administrator*	\$ 116/ hour

TECHNICIAN NON-PREVAILING WAGE (OFF-SITE) RATES

Technician * - ACI/Soils/Asphalt Testing & Observation.....	\$ 116/ hour
Special Inspector* - ICC Certified Structural Inspector (Masonry, Shotcrete and PT Slab Services, Reinforced Concrete, High Strength Bolting, and Floor Flatness)	\$ 126/ hour
Special Inspector* - CWI/NDT/NACE (Welding, NDT, NACE)	\$ 152/ hour

TECHNICIAN PREVAILING WAGE (ON-SITE AND TRAVEL) RATES

Technician/Inspector Group 1^ (Lead Insp - NC 63-3-9-2023-1).....	\$ 237/ hour
Technician/Inspector Group 2^ (Welding - NC 63-3-9-2023-1)	\$ 231/ hour
Technician/Inspector Group 3^ (Soils - NC 63-3-9-2023-1).....	\$ 210/ hour
Technician/Inspector Group 4^ (Concrete - NC 63-3-9-2023-1)	\$ 194/ hour

- ✓ Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates marked ^ do apply to NC 63-3-9-2023-1 prevailing wages. Group 3 Soils rate may be used for any professional staff handling soil during pre-construction, construction, or demolition activities in accordance with California AB1768. Second shift rates (not shown) apply to any work starting after 2pm and before 4am and will incur a separate rate in accordance with California DIR.
- ✓ Travel time will be charged at the prevailing wage rate, as required per the determination and the Public Works Manual Section 4.1.5.
- ✓ PW rates will be charged, including retroactively, for the covered scope items if the DIR directs that this is covered work at any time during the life of this agreement, or thereafter.
- ✓ Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the rate schedule on projects where other direct costs are not reimbursed.

KLEINFELDER, INC – NorCal Pacific Area, Geotech Services 2024 RATE SCHEDULE



Developed for: Geotechnical Engineering Services

Geotechnical and Materials Laboratory Testing Rates are in accordance with Fee Schedule, to be provided upon request.

Subcontractor Fees and Other Direct Costs to be reimbursed at cost plus 10%.

Travel related expenses to be reimbursed at cost.

Mileage to be billed at current IRS rate.

Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5X the hourly rate shown above. Overtime applies to () rates only.

Hourly rates shall be escalated annually on January 1 of each calendar year, starting 1/1/2026. Labor Escalation Rate to be 5%.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	October 14, 2025
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration and proposed adoption of a Resolution approving the project plans for Capital Improvement Project W-101 Tank 2 Rehabilitation and authorizing the advertisement for bids.
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	The W-101 Tank 2 Rehabilitation Project is included in the City's FY 2024-2028 CIP which was approved by City Council on June 13, 2023 and again in the FY 2025-2029 CIP adopted by Council on September 24, 2024.
STATEMENT OF THE PURPOSE:	The purpose of this action is to approve the scope and design of CIP project W-101 Tank 2 Rehabilitation, in accordance with the municipal code in preparation for advertisement for bidding.
FINANCIAL IMPACT:	None. Project budget will be updated with the authorization to award a construction contract.

BACKGROUND:

A significant component of the City's drinking water distribution system are two large tanks which store treated water from the water treatment plant. *Tank 1* can store 1 million gallons of water and is located at the water treatment plant property. *Tank 2* can store 2.7 million gallons of water and is located near the lower reservoir on Spring Mountain Road. Together these tanks provide both storage and pressure for the City's water distribution system.

DISCUSSION:

Tank 2 has been in service since 1992. In 2019 a Capital Improvement Project was developed to refurbish the tank. The refurbishment consists of draining the tank, cleaning and recoating the interior lining, replacing screens, replacing the corrosion protection system and upgrading the ventilation system. The project was resurrected by staff in 2024, and plans were recently completed by Oscar Larsen & Associates Consulting Engineers from Eureka, CA. Upon approval of the plans and authorization to bid, staff will finalize the bid package in anticipation for construction during the winter months which allows the tank to be taken offline while the water demand is low. The work is expected to be completed by March 1, 2026.

ENVIRONMENTAL REVIEW: None

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability
Goal 3: Pursue Water Security & Sustainable Management of Water Resources
Goal 5: Enhance Quality of Life
Goal 8: Implement Capital Improvement Plans (CIP) Projects Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution - PSE Approval](#)
[Attachment 2 - CIP Page](#)
[Attachment 3 - Plans](#)

CITY OF ST. HELENA

RESOLUTION No. 2025 -

FINDING THE W-101 TANK 2 REHABILITATION PROJECT EXEMPT FROM CEQA; APPROVING AND ADOPTING THE PROJECT PLANS; AND AUTHORIZING THE BID REQUEST FOR THE TANK 2 REHABILITATION PROJECT.

RECITALS

- A. The City of St. Helena is responsible for maintenance of City owned utility infrastructure; and
- B. On June 13, 2023, City Council approved the FY 2024-2028 CIP which includes the W-101; and
- C. The W-101 Tank 2 Rehabilitation Project scope was developed in accordance with the adopted Capital Improvement Program; and
- D. The Project Plans for the W-101 Tank 2 Rehabilitation Project have been prepared by Oscar Larsen Consulting Engineers, reviewed by the City Engineer, and presented for approval and authorization to bid.

RESOLUTION

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

- 1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publicly owned utilities; and
- 2. The Project Plans will be available on the City of St. Helena's website and for viewing at St. Helena Public Works, 1088 College Avenue, are hereby approved; and
- 3. The Public Works Director/City Engineer is authorized to solicit bids for the subject project.

Approved at a Regular Meeting of the St. Helena City Council on October 14, 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

Andrew Bradley, City Clerk

Tank 2 Rehabilitation**Project No: W-101****Category Water****Project APN 022-420-019**
Location:**Responsible Public Works**
Department:**EXPENDITURE ACCOUNTS:** 763-5030-**STATUS:** Design**PRIORITY:** High**PROJECT PURPOSE & DESCRIPTION:**

The Tank 2 Rehabilitation Project involves critical maintenance of Tank 2 located at the Lower Reservoir to ensure its structural integrity, water quality performance, and regulatory compliance. This project includes: - Interior sandblasting and coating to restore corrosion protection. -Sanitization and disinfection of the tank to meet public health and drinking water standards. -Improvements that extend the operational lifespan of the tank and protect stored water from contamination.

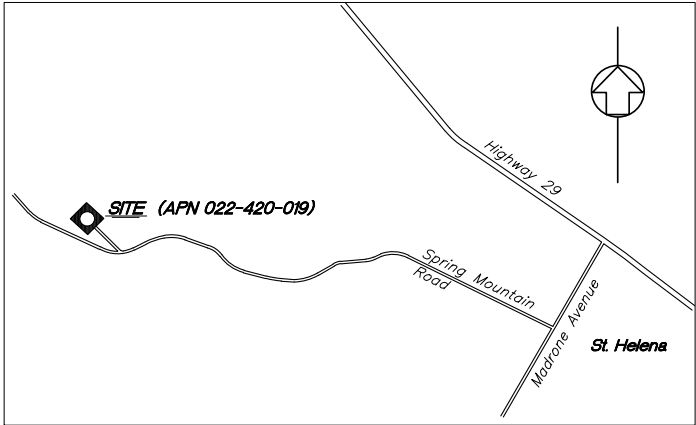
This rehabilitation was identified as a high-priority need in the Water Rate Study and Integrated Utility Master Plan.

PROJECT NOTES:

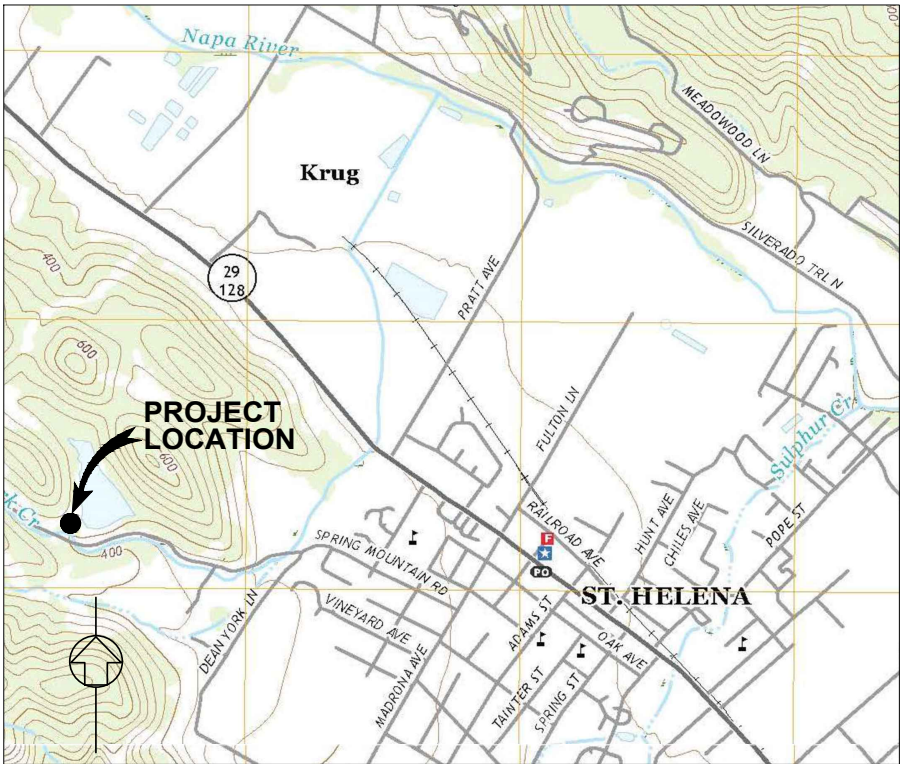
- FY24 - Project included in the proposed Water Rate Study, with a scheduled delivery timeline for design and construction.
- Budget reflects updated cost estimates due to escalation.
- FY25 - City issue a Professional Services Agreement (PSA) in FY25 Q1 for design and preparation of construction bid documents.
- Construction tentatively scheduled for FY25 Q2-Q3, pending completion of design and environmental review.
- Exp/Enc expenditures reflect design work completed under the original project between FY16-FY22.
- FY26 - Construction is currently scheduled for FY26 Q2-Q3, based on adjusted delivery timelines and bond funding allocations.

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design	115,684	61,125						176,809
3150 - Construction Management		118,000						118,000
3160 - Construction Contract		686,000						686,000
3170 - Contingency		65,000						65,000
EXPENDITURE TOTALS	115,684	930,125						1,045,809
FUNDING SOURCES								
763-Water Capital Improvement - Bond	115,684	930,125						1,045,809
FUNDING TOTALS	115,684	930,125						1,045,809

CITY OF ST. HELENA, CALIFORNIA
TANK 2 REHABILITATION
CITY CAPITAL PROJECT NO: W-101
FEBRUARY 2025



VICINITY MAP
NOT TO SCALE



PROJECT LOCATION MAP
SCALE: 1" = 1000'±

DRAWING INDEX

SHEET NO.	DRAWING NO.	DESCRIPTION
1	G1	COVER SHEET
2	G2	NOTES, LEGEND AND ABBREVIATIONS
3	C1	SITE PLAN
4	C2	TANK INTERIOR PHOTOS
5	C3	DETAILS

CONTACTS

ENTITY	REPRESENTATIVE	PHONE
OWNER	CITY OF ST. HELENA	(707) 968-2658
PROJECT ENGINEER	OSCAR LARSON & ASSOCIATES	(707) 445-2043
SURVEYOR	LACO ASSOCIATES	(800) 515-5054

APPROVED:

CITY OFFICIAL

DATE

IMPORTANT NOTICE
Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate is valid. For Your Dig Alert ID No. call Underground Service Alert 1-800-642-2444 for underground locating 2 WORKING DAYS BEFORE YOU DIG

UNAUTHORIZED CHANGES & USES: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.
© 2025 Oscar Larson & Associates

ENGINEER'S NOTES TO THE CONTRACTOR: The existence and location of any underground utilities, pipes, and/or structures shown on these plans were obtained by a search of available records. To the best of our knowledge, there are no existing utilities except as shown on these plans, which may not be accurate. The Contractor shall ascertain the true horizontal and vertical locations and size of any of those underground utilities and shall be responsible for damage to any public or private utilities, shown or not shown hereon.



Scale: AS SHOWN		Job No. 7402	
DRAWING No. G1			
1		OF 5	
COVER SHEET		TANK 2 REHABILITATION CITY OF ST. HELENA, CALIFORNIA	
Oscar Larson & Associates Consulting Engineers, Inc. 317 Third Street, 2nd Floor • Eureka • CA • 95501 (707) 445-2043		2/14/25 PRINT DATE	
PROFESSIONAL ENGINEER No. 73260 STATE OF CALIF.		Des. by: GMH Dwg. by: GMH Checked by: KGD Date: 2/14/25 By: Approv	

AC	ASHPALT CONCRETE
CONC	CONCRETE
DC	DIRECT CURRENT
DIA, Ø	DIAMETER
DWG	DRAWING
(E)	EXISTING
EL	ELEVATION
FH	FIRE HYDRANT
FS	FINISHED SURFACE
ID	IDENTIFICATION NUMBER
INV	INVERT
JP	JOINT UTILITY POLE
LP	LIGHT POST
MAX	MAXIMUM
MG	MILLION GALLON
MIN	MINIMUM
(N)	NEW
NO	NUMBER
O.D.	OUTSIDE DIAMETER
PCC	PORTLAND CEMENT CONCRETE
PVC	POLYVINYL CHLORIDE
SCP	SURVEY CONTROL POINT
TGDI	TOP OF GRATE DRAIN INLET
TYP	TYPICAL
UNC	UNIFIED COURSE THREAD
WV	WATER VALVE

	EXISTING CONTOUR
	EXISTING DRAINAGE
	EXISTING FENCE
	EXISTING OVERHEAD WIRE
	EXISTING EDGE OF PAVEMENT
	EXISTING TREE DRIPLINE
	EXISTING CONCRETE SURFACE
	LINE OR FEATURE CONTINUES

1. CONTRACTOR SHALL PERFORM CONSTRUCTION AS PER THE PROJECT PLANS AND SPECIFICATIONS. ANY ADDITIONS, DELETIONS, OR CHANGES SHALL FIRST BE MET WITH THE APPROVAL OF THE ENGINEER.
2. DISCHARGE AND DISPOSAL OF WATER SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL COORDINATE THE DISCHARGE AND DISPOSAL OF ALL WATER WITH OWNER.
3. CONTRACTOR SHALL COORDINATE WITH OWNER FOR CONSTRUCTION WATER.
4. CONTRACTOR MAY USE THE PROJECT SITE FOR TEMPORARY STAGING AND STORAGE OF MATERIALS. CONTRACTOR SHALL COORDINATE WITH OWNER FOR SUCH USE.
5. CONTRACTOR SHALL BE REQUIRED TO MEET ALL PERMIT CONDITIONS OF APPROVAL.

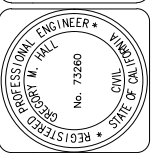
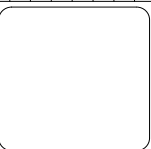
1. FIELD SURVEYS BY LACO ASSOCIATES IN DECEMBER 2018 AND OSCAR LARSON & ASSOCIATES IN JULY 2024. ONLY CONDITIONS EXISTING AT THOSE TIMES ARE REFLECTED IN THESE DRAWINGS.
2. BASIS OF BEARINGS: COMPASS.
3. BASIS OF ELEVATIONS: SCP1 (SPIKE & SHINER) AS SHOWN ON DRAWING C1. ELEVATION = 100.00 (ASSUMED).
4. UNDERGROUND UTILITIES SHOWN BASED ON SURVEYED LOCATIONS OF PAINT MARKING BY UNDERGROUND SERVICE ALERT.
5. ANY SURVEY MONUMENT OR BENCHMARK THAT WILL BE DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED PRIOR TO DISTURBANCE OR DESTRUCTION BY A CALIFORNIA PROFESSIONAL LAND SURVEYOR AT CONTRACTOR'S SOLE EXPENSE.

1. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION AND PROMPTLY NOTIFY ENGINEER OF ANY POTENTIAL CONFLICTS WITH WORK.
2. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN AT ALL OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATIONS.
3. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE IS VALID. TO OBTAIN CONTRACTOR'S DIG ALERT ID NUMBER CALL UNDERGROUND SERVICE ALERT (USA) AT 811 FOR UNDERGROUND LOCATING 2 WORKING DAYS BEFORE EXCAVATING.

1. CONSTRUCTION POLLUTION CONTROL MEASURES BY CONTRACTOR SHALL COMPLY WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMP's) MANUAL, MOST RECENT EDITION. CONTRACTOR SHALL INSTALL, INSPECT AND MAINTAIN BMP's IN ACCORDANCE WITH THE CALTRANS CONSTRUCTION SITE BMP's MANUAL.
2. MINIMUM CONSTRUCTION SITE BMP's FOR THIS PROJECT ARE SHOWN IN TABLE 1. BMP's SHOWN ARE BASED ON GENERAL PRACTICES FOR TYPICAL CONSTRUCTION SITES. SITE SPECIFIC CONDITIONS MAY REQUIRE SUBSTITUTIONS OR CHANGES TO SPECIFIED BMP's TO PREVENT AND CONTROL POLLUTION.
3. CONTRACTOR MUST VISUALLY INSPECT ALL BMP's PRIOR TO FORECAST PRECIPITATION EVENTS, AT 24 HOUR INTERVALS DURING EXTENDED STORM EVENTS, FOLLOWING STORM EVENTS, AND WEEKLY THROUGHOUT THE DURATION OF CONSTRUCTION UNTIL FINAL STABILIZATION HAS BEEN ACHIEVED. IMPROPERLY INSTALLED OR DAMAGED BMP's MUST BE CORRECTED PRIOR TO THE ONSET OF FORECAST STORM EVENTS, OR IMMEDIATELY IF DURING STORM EVENTS UNLESS CONDITIONS ARE UNSAFE. CONTRACTOR SHALL REMOVE COLLECTED SEDIMENT AND DEBRIS FOLLOWING INSPECTIONS AND PRIOR TO SUBSEQUENT STORM EVENTS.
4. DRAINAGE SHALL BE CONTROLLED WITHIN THE WORK SITE. INSTALL GRAVEL BAG BERMS (SC-6) AS REQUIRED TO DIVERT DRAINAGE AWAY FROM ADJACENT PROPERTY, BARE SLOPES, STOCKPILES, AND VEHICLE, EQUIPMENT AND MATERIAL STORAGE AREAS.
5. INSTALL TEMPORARY DRAINAGE INLET PROTECTION (SC-10) AROUND DRAIN INLETS IN VICINITY OF WORK. INSTALL TEMPORARY PLASTIC SHEETING HELD IN PLACE WITH GRAVEL BAGS AROUND FULL CIRCUMFERENCE OF DRAIN INLETS DURING POWER WASHING AND SANDBLASTING OPERATIONS. DEBRIS FROM POWER WASHING, SANDBLASTING AND OTHER CONSTRUCTION ACTIVITIES MUST NOT ENTER STORM DRAINS OR WATERWAYS.
6. INSTALL FIBER ROLLS (SC-5) DOWN-SLOPE OF ALL EXPOSED SOIL AREAS.
7. ALL GROUND SURFACES DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RE-SEED BY CONTRACTOR PRIOR TO INSTALLATION OF FINAL BMP's. SEED SHALL BE A MIX NATIVE TO THE AREA, AND APPROVED BY OWNER. APPLY SEED AT A MINIMUM RATE OF 50 LBS/ACRE, OR AS RECOMMENDED BY THE SEED MANUFACTURER OR SUPPLIER. RE-VEGETATED AREAS SHALL BE WATERED DAILY, AS NEEDED, UNTIL VEGETATION HAS BEEN ESTABLISHED.

- | BMP ID | BMP NAME | IMPLEMENTATION PERIOD |
|---------------|--|---|
| SS-1 | Scheduling | Prior To and Throughout Construction |
| SS-2 | Preservation of Existing Vegetation | Throughout Construction |
| SS-6 | Temporary Tacked Straw | Per Construction Pollution Control Notes if Ground Disturbance Occurs |
| SS-7 | Temporary Cover and Rolled Erosion Control Products | Per Construction Pollution Control Notes if Ground Disturbance Occurs |
| SC-1 | Temporary Silt Fence | Temporary During Construction |
| SC-5 | Temporary Fiber Rolls | Temporary During Construction |
| SC-6 | Temporary Gravel Bag/Earthen Berm | Temporary During Construction |
| SC-7 | Street Sweeping | Throughout Construction |
| SC-10 | Temporary Drainage Inlet Protection | Temporary During Construction |
| WE-1 | Wind Erosion Control | Throughout Construction |
| NS-1 | Water Conservation Practices | Throughout Construction |
| NS-6 | Illicit Connection and Illegal Discharge Detection and Reporting | Throughout Construction |
| NS-7 | Potable Water/Irrigation | Throughout Construction |
| NS-8 | Vehicle and Equipment Cleaning | Throughout Construction |
| NS-9 | Vehicle and Equipment Fueling | Throughout Construction |
| NS-10 | Vehicle and Equipment Maintenance | Throughout Construction |
| WM-1 | Material Delivery and Storage | Throughout Construction |
| WM-2 | Material Use | Throughout Construction |
| WM-3 | Stockpile Management | Throughout Construction |
| WM-4 | Spill Prevention and Control | Throughout Construction |
| WM-5 | Solid Waste Management | Throughout Construction |
| WM-6 | Hazardous Waste Management | Throughout Construction |
| WM-9 | Sanitary and Septic Waste Management | Throughout Construction |
| WM-10 | Liquid Waste Management | Throughout Construction |

BMP ID	BMP NAME	IMPLEMENTATION PERIOD
SS-1	Scheduling	Prior To and Throughout Construction
SS-2	Preservation of Existing Vegetation	Throughout Construction
SS-6	Temporary Tacked Straw	Per Construction Pollution Control Notes if Ground Disturbance Occurs
SS-7	Temporary Cover and Rolled Erosion Control Products	Per Construction Pollution Control Notes if Ground Disturbance Occurs
SC-1	Temporary Silt Fence	Temporary During Construction
SC-5	Temporary Fiber Rolls	Temporary During Construction
SC-6	Temporary Gravel Bag/Earthen Berm	Temporary During Construction
SC-7	Street Sweeping	Throughout Construction
SC-10	Temporary Drainage Inlet Protection	Temporary During Construction
WE-1	Wind Erosion Control	Throughout Construction
NS-1	Water Conservation Practices	Throughout Construction
NS-6	Illicit Connection and Illegal Discharge Detection and Reporting	Throughout Construction
NS-7	Potable Water/Irrigation	Throughout Construction
NS-8	Vehicle and Equipment Cleaning	Throughout Construction
NS-9	Vehicle and Equipment Fueling	Throughout Construction
NS-10	Vehicle and Equipment Maintenance	Throughout Construction
WM-1	Material Delivery and Storage	Throughout Construction
WM-2	Material Use	Throughout Construction
WM-3	Stockpile Management	Throughout Construction
WM-4	Spill Prevention and Control	Throughout Construction
WM-5	Solid Waste Management	Throughout Construction
WM-6	Hazardous Waste Management	Throughout Construction
WM-9	Sanitary and Septic Waste Management	Throughout Construction
WM-10	Liquid Waste Management	Throughout Construction

[illegible]

Oscar Larson & Associates
Consulting Engineers, Inc.

317 Third Street, 2nd Floor • Eureka • CA • 95501
(707) 445-2043

2/16/25

BAR IS ONE INCH
AT FULL SCALE

**TANK 2 REHABILITATION
CITY OF ST. HELENA, CALIFORNIA**

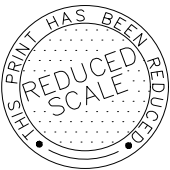
Job

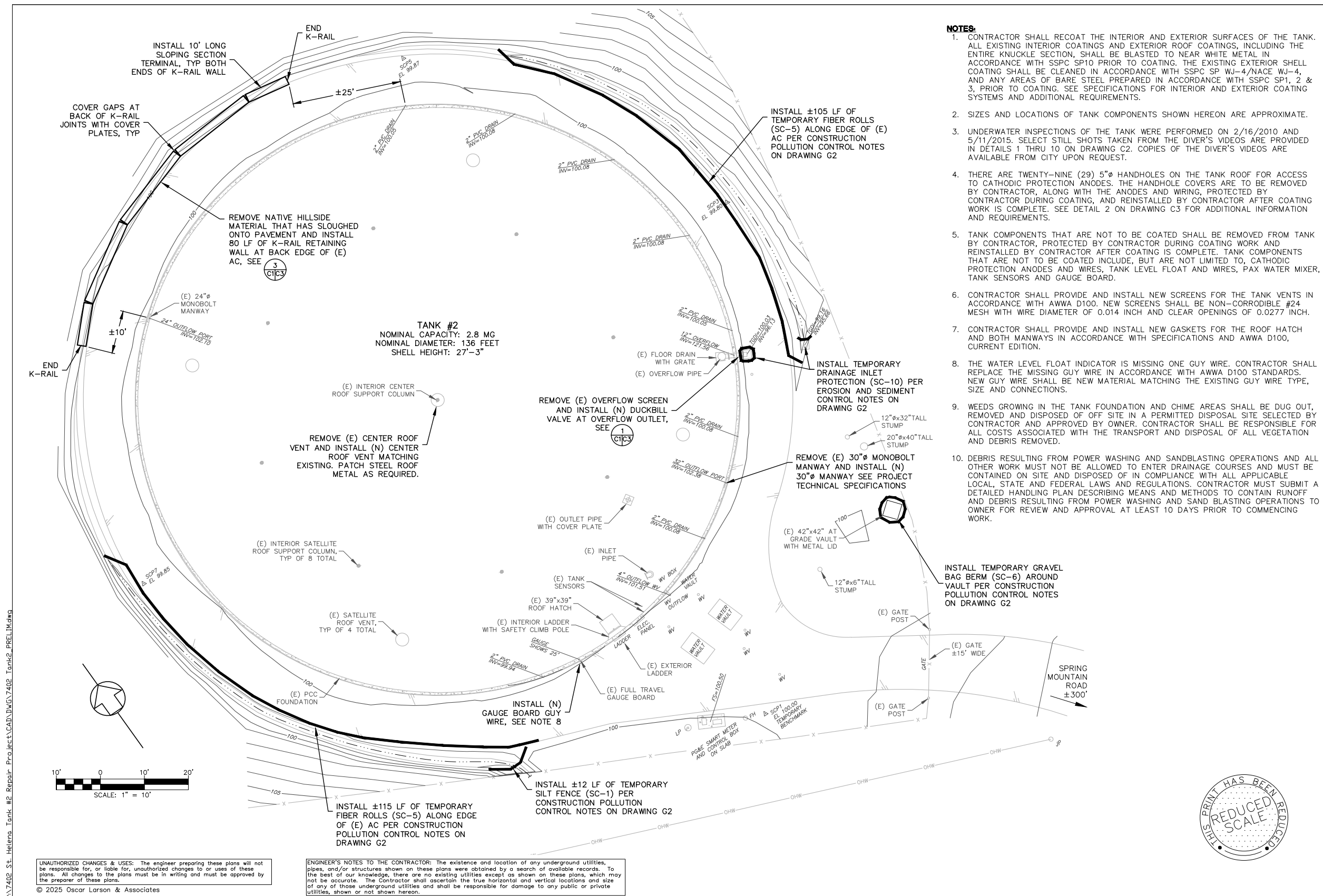
G2

2 OF 5

© 2025 Oscar Larson & Associates

ENGINEER'S NOTES TO THE CONTRACTOR: The existence and location of any underground utilities, pipes, and/or structures shown on these plans were obtained by a search of available records. To the best of our knowledge, there are no existing utilities except as shown on these plans, which may not be accurate. The Contractor shall ascertain the true horizontal and vertical locations and size of any of those underground utilities and shall be responsible for damage to any public or private utilities, shown or not shown herein.





NOTES:

1. CONTRACTOR SHALL RECOAT THE INTERIOR AND EXTERIOR SURFACES OF THE TANK. ALL EXISTING INTERIOR COATINGS AND EXTERIOR ROOF COATINGS, INCLUDING THE ENTIRE KNUCKLE SECTION, SHALL BE BLASTED TO NEAR WHITE METAL IN ACCORDANCE WITH SSPC SP10 PRIOR TO COATING. THE EXISTING EXTERIOR SHELL COATING SHALL BE CLEANED IN ACCORDANCE WITH SSPC SP WJ-4/NACE WJ-4, AND ANY AREAS OF BARE STEEL PREPARED IN ACCORDANCE WITH SSPC SP1, 2 & 3, PRIOR TO COATING. SEE SPECIFICATIONS FOR INTERIOR AND EXTERIOR COATING SYSTEMS AND ADDITIONAL REQUIREMENTS.
2. SIZES AND LOCATIONS OF TANK COMPONENTS SHOWN HEREON ARE APPROXIMATE.
3. UNDERWATER INSPECTIONS OF THE TANK WERE PERFORMED ON 2/16/2010 AND 5/11/2015. SELECT STILL SHOTS TAKEN FROM THE DIVER'S VIDEOS ARE PROVIDED IN DETAILS 1 THRU 10 ON DRAWING C2. COPIES OF THE DIVER'S VIDEOS ARE AVAILABLE FROM CITY UPON REQUEST.
4. THERE ARE TWENTY-NINE (29) 5"Ø HANDHOLES ON THE TANK ROOF FOR ACCESS TO CATHODIC PROTECTION ANODES. THE HANDHOLE COVERS ARE TO BE REMOVED BY CONTRACTOR, ALONG WITH THE ANODES AND WIRING, PROTECTED BY CONTRACTOR DURING COATING, AND REINSTALLED BY CONTRACTOR AFTER COATING WORK IS COMPLETE. SEE DETAIL 2 ON DRAWING C3 FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
5. TANK COMPONENTS THAT ARE NOT TO BE COATED SHALL BE REMOVED FROM TANK BY CONTRACTOR, PROTECTED BY CONTRACTOR DURING COATING WORK AND REINSTALLED BY CONTRACTOR AFTER COATING IS COMPLETE. TANK COMPONENTS THAT ARE NOT TO BE COATED INCLUDE, BUT ARE NOT LIMITED TO, CATHODIC PROTECTION ANODES AND WIRES, TANK LEVEL FLOAT AND WIRES, PAX WATER MIXER, TANK SENSORS AND GAUGE BOARD.
6. CONTRACTOR SHALL PROVIDE AND INSTALL NEW SCREENS FOR THE TANK VENTS IN ACCORDANCE WITH AWWA D100. NEW SCREENS SHALL BE NON-CORRODIBLE #24 MESH WITH WIRE DIAMETER OF 0.014 INCH AND CLEAR OPENINGS OF 0.0277 INCH.
7. CONTRACTOR SHALL PROVIDE AND INSTALL NEW GASKETS FOR THE ROOF HATCH AND BOTH MANWAYS IN ACCORDANCE WITH SPECIFICATIONS AND AWWA D100, CURRENT EDITION.
8. THE WATER LEVEL FLOAT INDICATOR IS MISSING ONE GUY WIRE. CONTRACTOR SHALL REPLACE THE MISSING GUY WIRE IN ACCORDANCE WITH AWWA D100 STANDARDS. NEW GUY WIRE SHALL BE NEW MATERIAL MATCHING THE EXISTING GUY WIRE TYPE, SIZE AND CONNECTIONS.
9. WEEDS GROWING IN THE TANK FOUNDATION AND CHIME AREAS SHALL BE DUG OUT, REMOVED AND DISPOSED OF OFF SITE IN A PERMITTED DISPOSAL SITE SELECTED BY CONTRACTOR AND APPROVED BY OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE TRANSPORT AND DISPOSAL OF ALL VEGETATION AND DEBRIS REMOVED.
10. DEBRIS RESULTING FROM POWER WASHING AND SANDBLASTING OPERATIONS AND ALL OTHER WORK MUST NOT BE ALLOWED TO ENTER DRAINAGE COURSES AND MUST BE CONTAINED ON SITE AND DISPOSED OF IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. CONTRACTOR MUST SUBMIT A DETAILED HANDLING PLAN DESCRIBING MEANS AND METHODS TO CONTAIN RUNOFF AND DEBRIS RESULTING FROM POWER WASHING AND SAND BLASTING OPERATIONS TO OWNER FOR REVIEW AND APPROVAL AT LEAST 10 DAYS PRIOR TO COMMENCING WORK.

 **Oscar Larson & Associates**
Consulting Engineers, Inc.
317 Third Street • 2nd Floor • Eureka • CA • 95501
(707) 443-2043

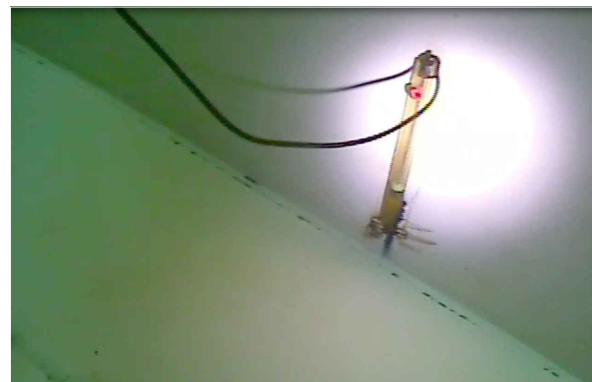
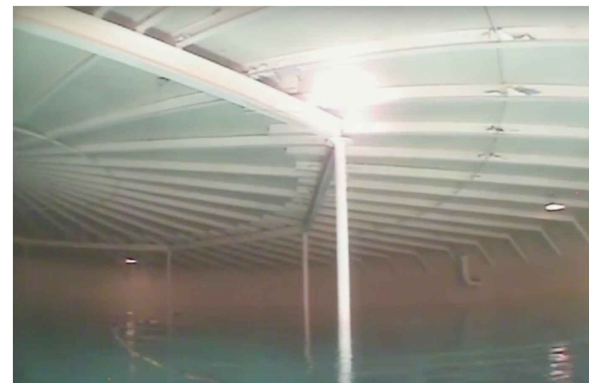
BAR IS ONE INCH
AT FULL SCALE
IF NOT ONE INCH
SCALE ACCORDINGLY

2/16/25
PRINT DATE

SITE PLAN

**TANK 2 REHABILITATION
CITY OF ST. HELENA, CALIFORNIA**

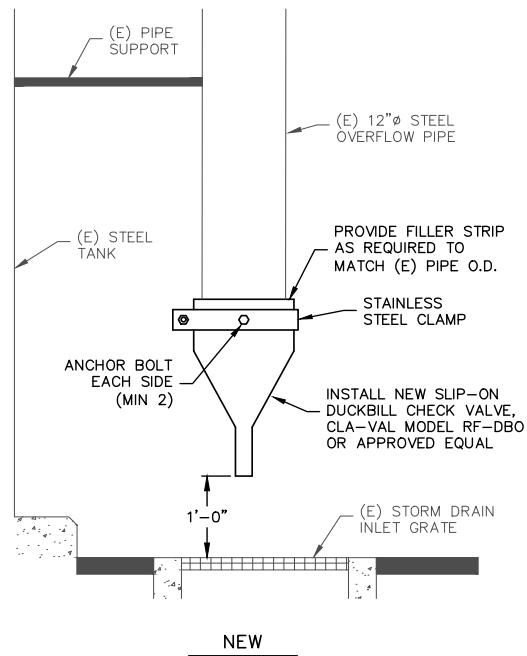
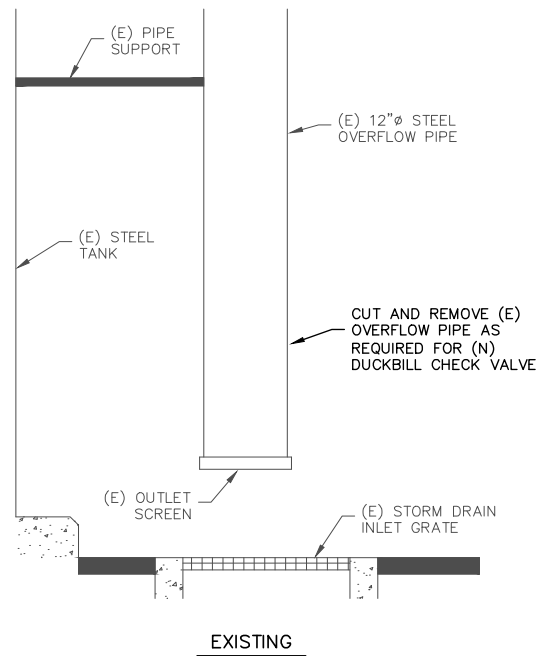
Scale: AS SHOWN	Job No. 7402
DRAWING No. C1	
3 OF 5	



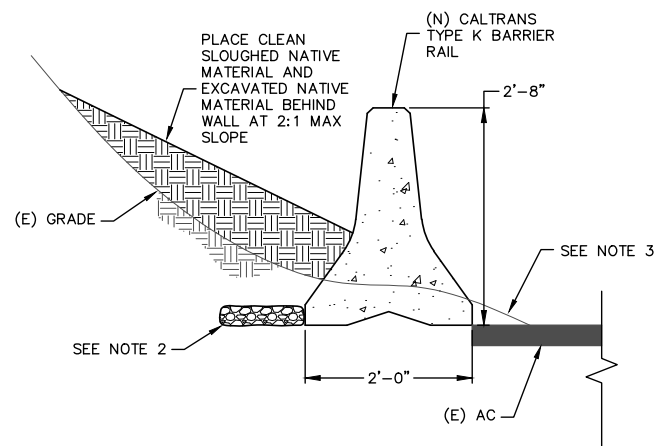
UNAUTHORIZED CHANGES & USES: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

ENGINEER'S NOTES TO THE CONTRACTOR: The existence and location of any underground utilities, pipes, and/or structures shown on these plans were obtained by a search of available records. To the best of my knowledge, there are no existing utilities except as shown on these plans, which may not be accurate. The Contractor shall ascertain the true horizontal and vertical locations and size of any of those underground utilities and shall be responsible for damage to any public or private utilities, shown or not shown herein.

TANK INTERIOR PHOTOS		TANK 2 REHABILITATION	
CITY OF ST. HELENA, CALIFORNIA		C2	
Scale:	AS SHOWN	Job No.	7402
DRAWING No.			
 Oscar Larson & Associates Consulting Engineers, Inc.		317 Third Street, 2nd Floor • Eureka • CA • 95501 (707) 445-2043	
BAR IS ONE INCH AT FULL SCALE		2/16/25	
IF NOT FOR FULL SCALE ACCORDINGLY		PRINT DATE	
TANK 2 REHABILITATION		CITY OF ST. HELENA, CALIFORNIA	
C2		C2	
Scale: AS SHOWN		Job No. 7402	
DRAWING No.		DRAWING No.	
4 OF 5		4 OF 5	



1 OVERFLOW OUTLET
C1 | C3 SCALE: NOT TO SCALE



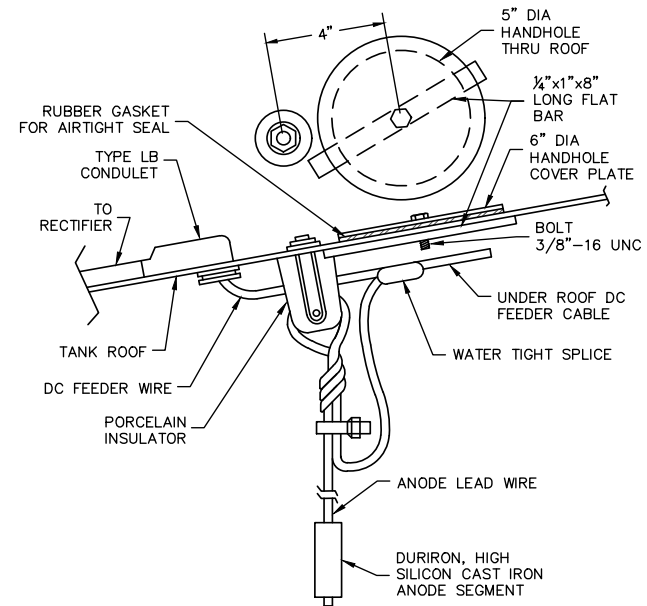
- NOTES:
1. CONNECT ADJACENT K-RAILS USING COMPATIBLE STEEL PINS.
 2. PLACE GRAVEL BAGS (BMP SE-6) AT SCUPPERS TO ALLOW FOR DRAINAGE AND TO PREVENT TRANSPORT OF FINES THROUGH K-RAIL.
 3. REMOVE SOIL AND DEBRIS THAT HAS SLOUGHED ONTO PAVEMENT AND EXCAVATE HILLSIDE SOILS AS REQUIRED TO SET THE K-RAILS LEVEL WITH THE BACK EDGE OF THE EXISTING ASPHALT PAVEMENT.

3 K-RAIL RETAINING WALL
C1 | C3 NOT TO SCALE

UNAUTHORIZED CHANGES & USES: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

© 2025 Oscar Larson & Associates

ENGINEER'S NOTES TO THE CONTRACTOR: The existence and location of any underground utilities, pipes, conduits or structures are shown on these plans were obtained by a search of available records. To the best of our knowledge, there are no existing utilities except as shown on these plans, which may not be accurate. The Contractor shall ascertain the true horizontal and vertical locations and size of any of those underground utilities and shall be responsible for damage to any public or private utilities, shown or not shown herein.



- NOTES:
1. THIS DETAIL SHOWS AN EXAMPLE OF A TYPICAL INSTALLATION. ACTUAL CONDITIONS MAY VARY. DIMENSIONS ARE APPROXIMATE.
 2. ALL PENETRATIONS THROUGH TANK MUST HAVE WATER TIGHT SEAL.
 3. TEMPORARY COVERS MUST BE INSTALLED TO PREVENT WATER, INSECTS AND DEBRIS FROM ENTERING TANK DURING COATING WORK.
 4. HANDHOLE COVER PLATES AND BARS SHALL BE CLEANED AND COATED USING THE SAME COATING SYSTEM AS THE TANK INTERIOR AND EXTERIOR.
 5. GASKETS AND BOLTS SHALL BE REPLACED WITH NEW GASKETS AND BOLTS.
 6. THE CATHODIC PROTECTION SYSTEM SHALL NOT BE RE-ENERGIZED UNTIL AFTER CITY'S ACCEPTANCE OF THE FIRST ANNIVERSARY WARRANTY INSPECTION.

2 CATHODIC PROTECTION HANDHOLE
C1 C3 AND SUSPENSION DETAIL
NOT TO SCALE



DETAILS

**TANK 2 REHABILITATION
CITY OF ST. HELENA, CALIFORNIA**

Oscar Larson & Associates
Consulting Engineers, Inc.

PRINT DATE

Scale:
AS 5

Job No.
7402

DRAWING No.

C3

5 OF 5

Agenda Item #10.7.



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Planning

DATE:	October 14, 2025
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Waiver of second reading and adoption 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:	Waive the second reading of and adopt 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:	1. On September 23, 2025, the City Council introduced and waived the first reading of the ordinance.
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" 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.

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. 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:

[Ordinance - Vision Triangle Standards CC 10-14-2023 Clean](#)
[Attachment 1-Ordinance - Vision Triangle Standards CC 10-14-2023](#)

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:

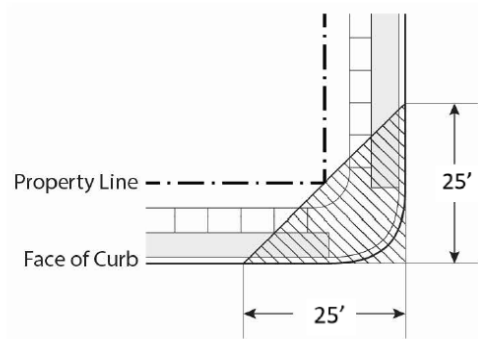
Subsection B (1) of Section 17.24.050 of the St. Helena Municipal Code is hereby amended to read as follows

1. Fences, hedges, or dense planting in the form of a hedge shall not exceed 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) 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:

ATTEST: _____
Andrew Bradley, City Clerk

APPROVED: _____
Paul Jamison Dohring, Mayor

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~~):

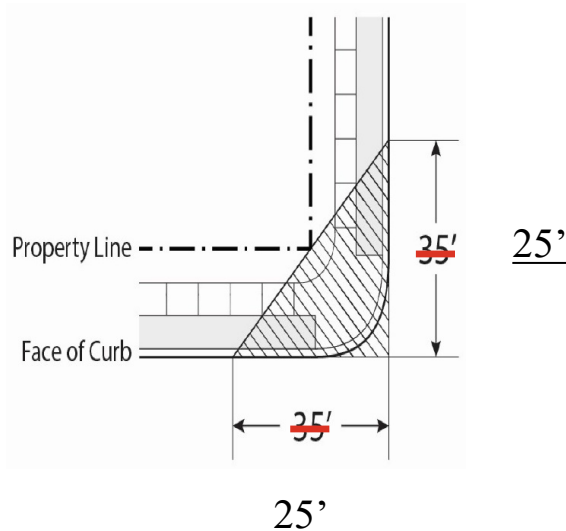
Subsection B (1) of Section 17.24.050 of the St. Helena Municipal Code is hereby amended to read as follows

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:

ATTEST: _____
Andrew Bradley, City Clerk

APPROVED: _____
Paul Jamison Dohring, Mayor



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Human Resources

DATE:	October 14, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Approval of Resolution Authorizing Recruitment for an Assistant Public Works Director (Operations), Chief of Police, and Community Services Director.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	March 11, 2025 - Hiring Freeze on all Vacant Positions.
STATEMENT OF THE PURPOSE:	The purpose is to receive authorization to recruit for vacant positions that provide necessary services to the City's operations.
FINANCIAL IMPACT:	Funding for the vacant positions was previously approved in the FY 2025-26 and FY 2026-27 Biennial Budget, therefore there is no additional financial impact.

BACKGROUND:

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

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

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

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

DISCUSSION:

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

Public Works Administration

The Deputy City Manager position, which oversaw Public Works Operations including the Water and Wastewater Treatment Plants, became vacant following the previous incumbent's departure in September 2025. This position plays a vital role in the organization by providing management-level oversight of critical infrastructure operations, ensuring regulatory compliance, and supporting long-term capital planning.

With the recent vacancy in the Deputy City Manager position, staff has reviewed the organizational structure and identified an opportunity to realign responsibilities to better reflect current operational needs. Rather than refilling the Deputy City Manager role, staff recommends transitioning oversight of Public Works Operations to an Assistant Public Works Director (Operations) position. This reclassification will maintain strong departmental leadership while creating a more focused management structure dedicated to supporting the City's Public Works Department's maintenance and operations divisions, with significant focus on water and wastewater operations. Recruiting for an Assistant Public Works Director (Operations) will allow the City to attract candidates with specialized technical and operational expertise, ensuring continuity in critical public works services while aligning staffing resources with the City's long-term organizational goals.

Police Department

The City has received notice of the Chief of Police's intent to retire, which may create the need to initiate a recruitment process to fill this key executive position. The Chief of Police plays a vital role in maintaining public safety, overseeing departmental operations, and ensuring alignment with the City's organizational goals and community priorities.

At this time, staff is evaluating internal and external options to determine the most effective approach for succession planning and leadership continuity within the Police Department. Should it be determined that an external recruitment is necessary, obtaining authorization to recruit at this time will allow the City to move forward promptly.

Community Services Department

The Community Services Director position, which oversees the City's Library and Recreation Divisions, became vacant following the previous director's departure in August 2025. This leadership role is essential to maintaining high-quality community programs, supporting staff development, and ensuring that services continue to meet the needs of residents.

Staff is currently evaluating internal and external options to determine the most effective path forward for filling the position. Should an external recruitment be deemed necessary, obtaining authorization to recruit at this time will allow the City to move forward promptly.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Resolution Recruitment Authorization](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025 -

Resolution authorizing recruitment for an Assistant Public Works Director, Chief of Police, and Community Services Director.

RECITALS

- A. On January 28, 2025, Council Member Barak requested an item be placed on a future agenda to discuss and consider issuing a temporary freeze on all new hires; and
- B. Additionally, proposing that the City Council would retain authority to approve exceptions on a case-by-case basis when such actions are deemed critical for public safety, legal compliance or liability or other urgent needs at the council's discretion where delaying action would result in significant harm to the City or its residents; and
- C. On March 11, 2025 City Council adopted the hiring freeze placing a temporary hiring freeze on all new hires and all other vacant positions will remain frozen unless Council approves an exception based on clear justification; and
- D. Since March 11, 2025, several positions have become vacant or will be vacant in the near future; and
- E. The Deputy City Manager position, which oversaw Public Works Operations including the Water and Wastewater Treatment Plants, became vacant following the previous incumbent's departure in September 2025; and
- F. The City has received notice of the Chief of Police's intent to retire, which may create the need to initiate a recruitment process to fill this key executive position; and
- G. The Community Services Director position, which oversees the City's Library and Recreation Divisions, became vacant following the previous director's departure in August 2025; and
- H. In order to meet day-to-day operational needs, staff requested authorization to recruit for these positions if it is deemed to be necessary.

RESOLUTION

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

1. Authorizes the City Manager to direct staff to recruit for for an Assistant Public Works Director, Chief of Police, and Community Services Director.

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

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Erika Opp, Acting City Clerk



Agenda Report to the City Council

Agenda Section: NEW BUSINESS

Department: Finance

DATE:	October 14, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Resolution Authorizing the City Manager to Execute up to three Professional Services Agreement with up to two Professional Recruiting Firms for up to \$25,000 each and a total not-to-exceed amount of \$75,000 funded through existing salary savings.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	March 11, 2025 - Discretionary spending freeze for any discretionary expenditures exceeding \$10,000.
STATEMENT OF THE PURPOSE:	The purpose of this action is to authorize the City Manager to execute upprofessional services agreements with up to two firms for executive recruiting services to assist in filling vacated positions.
FINANCIAL IMPACT:	The total financial impact of executing up to three professional services agreements is not to exceed \$75,000. The cost will be funded through existing salary savings; therefore, no budget increase is required at this time.

BACKGROUND:

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

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

On March 11, 2025, staff prepared a staff report and presentation addressing Council Member Barak's request implementing a discretionary spending freeze as follows:

1. All discretionary expenditures are frozen unless explicitly aligned with an adopted strategic initiative or deemed critical to city operations.

2. Any discretionary expenditure exceeding \$10,000 must be reviewed and approved by the City Council.
3. Staff will provide a quarterly reporting on discretionary spending requests and any exceptions granted.

DISCUSSION:

Since March 11, 2025, several executive positions have become vacant or are anticipated to become vacant in the near future. Accordingly, staff is requesting authorization for the City Manager to execute up to three professional services agreements for executive recruiting services, as needed, to support the completion of these recruitments.

Should the City determine that it is necessary to recruit for the positions the use of an executive recruiting firm is necessary due to the specialized nature and high-level responsibilities of the vacant positions. Executive recruitments require extensive outreach, targeted advertising, and professional screening to attract and evaluate qualified candidates with the leadership experience and technical expertise necessary for success in municipal management.

Given current staffing constraints and competing workload demands, utilizing an experienced recruitment firm will ensure a thorough, timely, and competitive process that reflects the City's commitment to hiring highly capable and well-qualified individuals. Additionally, professional recruiters bring valuable networks, industry insight, and neutrality that enhance candidate selection and strengthen the City's ability to identify the best possible fit for each role.

Staff recommends retaining the following firms based on their extensive experience and proven success in conducting executive-level recruitments across a variety of disciplines within the public sector:

- Peckham & McKenney
- CPS HR Consulting

Both firms are well regarded for their comprehensive recruitment strategies, strong candidate networks, and commitment to promoting diversity in hiring. Their expertise will ensure a professional and competitive process that aligns with the City's organizational needs and values. Execution of the agreements will occur only if staff determines that the use of a recruiting firm is necessary to complete a specific recruitment.

ENVIRONMENTAL REVIEW:

None.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

DOCUMENTS ATTACHMENTS:

[Resolution Recruiting Firm PSA Authorization](#)

CITY OF ST. HELENA

RESOLUTION No. 2025 -

Resolution the City Manager to Execute up to three Professional Services Agreement with up to two Professional Recruiting Firms for up to \$25,000 each and a total not-to-exceed amount of \$75,000 funded through existing salary savings.

RECITALS

- A. On January 28, 2025, Council Member Barak requested an item be placed on a future agenda to discuss and consider issuing a temporary freeze for any discretionary expenditures exceeding \$10,000; and
- B. Additionally, proposing that the City Council would retain authority to approve exceptions on a case-by-case basis when such actions are deemed critical for public safety, legal compliance or liability or other urgent needs at the council's discretion where delaying action would result in significant harm to the City or its residents; and
- C. On March 11, 2025 City Council adopted the temporary freeze for any discretionary expenditures exceeding \$10,000 unless Council approves an exception based on clear justification; and
- D. Since March 11, 2025, several executive positions have become vacant or are anticipated to become vacant in the near future; and
- E. Accordingly, staff is requesting authorization for the City Manager to execute up to three professional services agreements for executive recruiting services, as needed, to support the completion of these recruitments for a total not-to-exceed amount of \$75,000.

RESOLUTION

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

- 1. Authorizes the City Manager to Execute up to three Professional Services Agreement with up to two Professional Recruiting Firms for up to \$25,000 each and a total not-to-exceed amount of \$75,000.
- 2. Funding will be through existing salary savings; therefore, no budget increase is required at this time.

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

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

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Andrew Bradley, City Clerk