



City of St. Helena *AMENDED ITEM 10.4*
Special City Council Meeting
Tuesday, November 18, 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.

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

Simultaneous Spanish interpretation services during meetings can be scheduled upon request. To ensure interpreters are available, requests must be made at least 72 hours in advance by calling the Office of the City Clerk at (707) 968-2640 or emailing cityclerk@cityofsthelena.gov.

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

Servicios de interpretación en español durante la reunión pueden ser solicitados por el público. Para asegurar que los intérpretes estén disponibles, los servicios tienen que ser solicitados al menos 72 horas antes de la reunión llamando a la oficina de la Secretaria de la Ciudad al (707) 968-2640 o por correo electrónico a cityclerk@cityofsthelena.gov.

El horario de las reuniones publicadas y próximas puede ser localizado en el sitio de web de la Ciudad en <https://sthelena.civicweb.net/portal/> .

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor: Michelle Deasy, City Council Members:
Aaron Barak, Kate Spadarotto, Billy Summers
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. PUBLIC FORUM:
Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore public comment will take place during consideration of the item. Each person's comments shall be limited to 4 minutes.
 - 5.1. [Public Comment - Tom Belt](#)
[Public Comment - Tom Belt \(2\)](#)

9 - 17

[Public Comment - Michelle Covell](#)

[Public Comment - Michelle Covell \(2\)](#)

[Public Comment - Deanna M. Griffin, Friends & Foundation, St. Helena Public Library](#)

6. 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.

7. PRESENTATIONS AND PUBLIC RECOGNITIONS

None.

8. STAFF BRIEFING

9. 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)

- 9.1. Consideration and proposed approval of a resolution approving the Parcel Map for 1360/1370 Main Street and authorizing the City Clerk to record the Map. 19 - 26

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Approve the attached resolution.

[Staff Report - Authorizing the Acceptance and Recordation of the Parcel Map for 1360/1370 Main Street. - Pdf](#)

- 9.2. Consideration and Adoption of a Resolution approving a Professional Services Agreement with Raney Planning & Management, Inc. for preparation of Environmental Documents for the Adams Street Hotel & Residences Project in an Amount Not-to-Exceed \$240,172. 27 - 103

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Staff recommends that the City Council adopt a Resolution approving a Professional Services Agreement with Raney Planning & Management, Inc. for preparation of Environmental Documents for the Adams Street Hotel & Residences Project in an Amount Not-to-Exceed \$240,172.

[Staff Report - PSA with Raney Planning & Management - Adams St Hotel EIR - Pdf](#)

[Public Comment - Tracy McBride](#)

- 9.3. Consideration and Proposal Approval of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Acoustics Group Inc. for a Vibration Investigation and Survey at the 105 - 128

Wastewater Treatment Plant Membrane Bioreactor Facility in an amount not-to-exceed \$13,500.

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - Acoustic Evaluation WWTP - Pdf](#)

- 9.4. Consideration of a Resolution to set a Public Hearing for 6:00p.m. Tuesday, January 13, 2026, to consider objections to the proposed annexation of the property known as 1380 El Bonita Avenue, St. Helena, CA (APN 009-432-001), into the St. Helena Municipal Sewer District No. 1 MSD Annexation No. 153. 129 - 134

CEQA Determination: Not a CEQA project

Prepared By: Rebecca White, Administrative Assistant

Recommendation:

Staff request City Council to adopt a resolution to consider the applicant's request and order a public hearing to be scheduled for January 13, 2026.

[Staff Report - Set a Public Hearing to Consider a Sewer Annexation - Pdf](#)

- 9.5. Consideration and Proposed Adoption of a Resolution Authorizing Amendment No. 1 for the First One-Year Extension (of up to Four) to Alsco Uniform Services, Inc. Professional Services Agreement for Public Works Staff Uniform Services. 135 - 140

CEQA Determination: Not a CEQA project

Prepared By: Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - First One-Year Extension of PSA with Alsco for PW Uniform Services - Pdf](#)

- 9.6. Consideration and Proposed Approval of a Resolution Authorizing the City Manager to Execute a Professional Service Agreement with Coastland Civil Engineering, LLP for Construction Inspection Services for the D24-01 Oak Avenue Utility Rehabilitation Project in an amount not to exceed \$100,000. 141 - 165

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst

Recommendation:

Staff recommends approval of the attached Resolution.

[Staff Report - D24-01 Inspection Services Coastland - Pdf](#)

- 9.7. Consideration and proposed adoption of a Resolution (1) Awarding the Downtown St. Helena Pedestrian Improvements Project (R18-81) to Ghilotti Construction in the amount of \$1,729,541; (2) Authorizing the City Manager to execute the Construction Contract with Ghilotti 167 - 176

Construction; (3) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 10% of the Contract price; (4) Authorizing the Director of Public Works to file the CEQA Notice of Exemption with the County of Napa and (5) Authorize the Recommended Budget Amendments/Transfers.

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Staff recommends approval of the attached resolution.

[Staff Report - Downtown St. Helena Pedestrian Improvements Project Contract Award - Pdf](#)

10. PUBLIC HEARINGS:

- 10.1. Reed Woodson (270 Pratt Avenue) Short-Term Rental (STR) Tourism Occupancy Tax (TOT) Appeal. 177 - 192

CEQA Determination: Not a CEQA project

Prepared By: Andrew Bradley, Program Manager

Recommendation:

Staff recommends City Council conduct a hearing, deny the claim, and uphold the ruling of the Hearing Officer dated October 10, 2025.

[Staff Report - Reed Woodson \(270 Pratt Avenue\) Short-Term Rental \(STR\) Tourism Occupancy Tax \(TOT\) Appeal - Pdf](#)
[JJS Revised Statement Regarding City of St. Helena STR Enforcement at 270 Pratt Avenue](#)

- 10.2. Introduction and waive the first reading of a proposed ordinance to approve and adopt Zoning Ordinance Amendment (ZOA 2025-002) to amend Section 17.16.030, end note 5 and Section 17.35.050(A) of the St. Helena Municipal Code. 193 - 209

CEQA Determination: CEQA; further, even if deemed a "project" subject to CEQA, exempt from CEQA under the common sense exemption set forth in 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:

1. Find that the proposed changes to Chapters 1.12, 17.05, and 17.32 of the St. Helena Municipal Code are exempt from CEQA Guideline 15061 (b)(3); and
2. Introduction and waive the first reading of a proposed ordinance (ZOA2025-002) amending Section 17.16.030, end note 5 and Section 17.35.050(A) of the of the St. Helena Municipal Code.

[Staff Report - Covered Porches Zoning Ordinance Amendment \(ZOA 2025-002\) - Pdf Presentation](#)

- 10.3. Introduction and waiver of first Reading of an Ordinance Amending City of St. Helena Municipal Code Section 2.12.060 of Chapter 2.12 and 211 - 216

Chapter 2.24 Regarding the Powers and Duties of the City Manager and Department Heads, a Title Change from Director of Finance to Director of Administrative Services and removing the City Manager's Authority to Assume the Duties of the Treasurer.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Introduce and waive the first reading of an Ordinance of the City Council amending Municipal Code Chapters 2.12 and 2.24 to reassign treasurer duties, in addition to retitling Director of Finance to Director of Administrative Services.

[Staff Report - Treasurer Duties to Admin Services Director - Pdf](#)

10.4. ****THIS ITEM WILL BE MOVED TO A DATE CERTAIN OF NOVEMBER 25, 2025****

Introduction and waive the first reading of a proposed ordinance amending Sections 1.12.200, 17.05.100, 17.32.010, and 17.32.020 of the St. Helena Municipal Code pertaining to the regulations for Short Term Rentals.

11. OLD BUSINESS:

11.1. Consideration of a resolution declaring City owned Adams Street parcel to be surplus land under the Surplus Land Act (SLA).

217 - 338

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Approve a resolution declaring the City owned parcel on Adams Street (A.P.N. 009-150-006) surplus land under the Surplus Land Act (SLA).

[Staff Report - Resolution declaring City owned Adams Street parcel to be surplus land under the Surplus Land Act \(SLA\). - Pdf Presentation](#)

[Public Comment - Megan Long](#)

[Public Comment - Mark Smithers](#)

[Public Comment - Lana Ivanoff](#)

[Public Comment - Kathi Brotemarkle](#)

[Public Comment - David Brotemarkle](#)

[Public Comment - Richard Seiferheld](#)

[Public Comment - Ellen Kieval](#)

[Public Comment - Kaye Mahorney](#)

[Public Comment - Maria Criscione Stel](#)

[Public Comment - Maureen Moulton](#)

[Public Comment - Michael Haley](#)

[Public Comment - Tim Hall](#)

[Public Comment - Antonia Allegra](#)

[Public Comment - Mary Stephenson](#)

[Public Comment - Tom and Margot Belt](#)

[Public Comment - Philippa Ward](#)

[Public Comment - Katie Leonardini](#)

[Public Comment - Nancy Dervin](#)
[Public Comment - Deborah Claymon Boeschen](#)
[Public Comment - Georg Salzner](#)
[Public Comment - Sandra Weissmiller](#)
[Public Comment - Elaine Honig](#)
[Public Comment - Helen Thompson](#)
[Public Comment - Nancy Gilmore](#)
[Public Comment - Peter Scott](#)
[Public Comment - Candice Pannetier](#)
[Public Comment - John Thompson](#)
[Public Comment - Sue Furdek](#)
[Public Comment - Tracy McBride](#)
[Public Comment - Wayne Donaldson](#)
[Public Comment - Jeffrey Earl Warren](#)
[Public Comment - Cynthia Warren](#)
[Public Comment - Lyndsey Harrison](#)
[Public Comment - Courtney Andrain](#)
[Public Comment - Jim Anderson](#)
[Public Comment - Elaine de Man](#)
[Public Comment - Michelle Covell \(3\)](#)
[Public Comment - Kelly Wheaton \(2\)](#)
[Public Comment - Oliver Caldwell](#)
[Public Comment - Julie Bolander](#)
[Public Comment - Gayle Davies](#)
[Public Comment - Joshua Parke](#)
[Public Comment - Deanna M. Griffin, Friends & Foundation, St. Helena Public Library \(2\)](#)
[Public Comment - Lara Fielding](#)

12. NEW BUSINESS:

- 12.1. Consider and adopt a Resolution (1) Authorizing the City Manager, or his Designee, to execute a "Settlement Agreement" with the California Regional Water Quality Control Board, San Francisco Bay Area Region; (2) Acknowledging the accumulation of \$378,000 in fines due to regulated effluent parameter exceedances; (3) Authorizing the creation of Capital Improvement Plan (CIP) Project No. S26-05 with denoted funding in partial fulfillment of the Order; and (4) Authorizing the expenditure of \$181,500 from GL 571-5000-2425; and (5) Authorizing corresponding budget adjustments to appropriate funding for this action. 339 - 368

CEQA Determination: Exempt

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

Recommendation:

Adopt the related resolution.

[Staff Report - Agreement with Water Board for Fines related to WWTP - Pdf](#)

- 12.2. Adopt a Resolution authorizing existing water customers in the 369 - 394

Magnolia Oaks Subdivision to connect to their potable water service for irrigation purposes.

CEQA Determination: Exempt

Prepared By: Eric Janzen, Assistant Public Works Director

Recommendation:

Adopt the resolution.

[Staff Report - Magnolia Oaks irrigation connection to City Water - Pdf Presentation](#)

[Public Comment - Celeste Neeley](#)

[Public Comment - Cynthia Tuthill and James Orr](#)

[Public Comment - Kelly Muters](#)

[Public Comment - Gale Muters](#)

[Public Comment - Cortney Klein](#)

[Public Comment - Eric Chiang](#)

[Public Comment - Kelly Wheaton](#)

13. CITY COUNCIL REPORTS:

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

14. ADJOURNMENT

The next Regular City Council meeting is scheduled for November 25, 2025, at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on November 13, 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.

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.



City's Water Neutral Policy

From TOM BELT <tmbelt@comcast.net>

Date Fri 11/14/2025 1:25 PM

To Maya DeRosa <MDeRosa@cityofsthelena.gov>; Public Comment <publiccomment@cityofsthelena.gov>; Paul Dohring <pdohring@cityofsthelena.gov>; Joseph Leach <jleach@cityofsthelena.gov>; jesse.duarte@lee.net <jesse.duarte@lee.net>

Hello Maya,

I'm concerned that the City's water neutral policy is 15 years old and inadequate in projecting the actual amount of water that will be used in the future housing and hotel developments being considered in St. Helena.

For example, recently I met with Mr. Leach and left him with a table indicating four scenarios for water use at the Spring Grove housing development. In each scenario I used the current water neutral policy to determine what the projected water use would be for one, two, three, and four bedroom homes based upon 2 occupants in each bedroom. The current policy also includes family and living rooms as bedrooms, however I disregarded those rooms for the exercise. The point being in every case, no matter how many bedrooms in the houses, the projected use for water is 35 gallons per day per occupant. It should be obvious this projection grossly underestimates what the real use will be once these and other developments will be using once occupied. (You may recall St. Helena limited residential water customers to 65 gallons/day/occupant during the 2020-21 drought.)

Not only will this add to a water quantity burden during low water years for the current water customers, it also underestimates what the real amount of in lieu fees should be to accomplish water neutrality. For example the Spring Grove development is currently proposing \$119,000 for in lieu fees to achieve water neutrality for the 41 home development. I submit, how would the City spend \$119,000 to create any water neutrality in our city. And, if you look at the labor rates Spring Grove is using to retrofit appliances in homes, it is significantly lower than current plumbing rates in Napa County that average about \$150 per hour.

Based upon the above, I would like to make a suggestion that could address the inadequacy of the City's current water neutral policy. Starting in about 2018, after the City was issued a cease and desist order on the City's wastewater treatment plant, the City contemplated on a way to satisfy the Water Quality Control Board's order to improve its wastewater plant. The City ended up choosing to install a tertiary system in the new wastewater treatment plant and spent in the neighborhood of \$20 plus million to improve the plant. I should mention that the City was not ordered to improve the plant by improving it to tertiary standards, nevertheless the City opted to go that route. It would have been less expensive to improve the wastewater plant with a simpler form of secondary advanced treatment rather than the tertiary option

What we have today is a wastewater treatment plant that can deliver tertiary water (potable), but the City isn't able to deliver tertiary water because there are no purple pipes installed to deliver the tertiary water. And this is after spending \$20 plus million and five years for the design and construction of the new wastewater facility.

My suggestion to the City's current inaccurate water neutral policy is to require the new developments to pay for in lieu fees for the installation of the purple pipes to deliver to the projects with tertiary water.

The new low cost housing project just approved across the street from the high school is close to the wastewater plant and may be least expensive cost to deliver the tertiary water.

One last thought, the City's current water neutral policy is based upon creating water neutrality for just one year by paying an in lieu fee. It would be different if there were enough homes in St. Helena that needed retrofitting that would create long term water savings. The occupants of these developments currently being reviewed by the City will be using more water than that being projected by the developers for the life of the projects, not just one year.

The City has until 2031 to meet the State's RHNA requirements and I would submit the best way to achieve water neutrality in our city would be to require these developments to pay for the costs to install purple pipe to supply the occupants with tertiary water. This would create a situation where the City would experience no net loss to its current water system.

I look forward to your response,

Tom Belt

Table 2 - Theoretical Water use with retrofitted low flow fixtures per residence

Fixture	Flow		Occupants		
	Rate	Duration	Daily Uses	Number	Gal/Day
Showerheads	2	8	1	8	128
Sink Faucet	1.5	0.25	3	8	9
Kitchen Faucet	1.5	4	1	8	48
Toilet	1.3	1	3	8	31
Clothes Washer	19.7	1	0.37	8	58
Dish Washer	6.3	1	0.1	8	5
Total Gal/Day - (1) 4-Bdrm Home					280
Total Gal/Day - (41) 4-Bdrm Homes					11,462

11,462 gallons total used / day divided by 328 occupants = 35 gal/day/occupant.

Fixture	Flow		Occupants		
	Rate	Duration	Daily Uses	Number	Gal/Day
Showerheads	2	8	1	4	64
Sink Faucet	1.5	0.25	3	4	5
Kitchen Faucet	1.5	4	1	4	24
Toilet	1.3	1	3	4	16
Clothes Washer	19.7	1	0.37	4	29
Dish Washer	6.3	1	0.1	4	3
Total Gal/Day - (1) 2-Bdrm Home					140

140 gallons total used / day divided by 4 occupants = 35 gal/day/occupant.

Fixture	Flow		Occupants		
	Rate	Duration	Daily Uses	Number	Gal/Day
Showerheads	2	8	1	6	96
Sink Faucet	1.5	0.25	3	6	7
Kitchen Faucet	1.5	4	1	6	36
Toilet	1.3	1	3	6	23
Clothes Washer	19.7	1	0.37	6	44
Dish Washer	6.3	1	0.1	6	4
Total Gal/Day - (1) 3-Bdrm Home					210

210 gallons total used / day divided by 6 occupants = 35 gal/day/occupant.

Fixture	Flow		Occupants		
	Rate	Duration	Daily Uses	Number	Gal/Day
Showerheads	2	8	1	10	160
Sink Faucet	1.5	0.25	3	10	11.25
Kitchen Faucet	1.5	4	1	10	60
Toilet	1.3	1	3	10	39
Clothes Washer	19.7	1	0.37	10	72.89
Dish Washer	6.3	1	0.1	10	6.3
Total Gal/Day - (1) 5-Bdrm Home					349

349 gallons total used / day divided by 10 occupants = 35 gal/day/occupant.

During the drought the Citizens of St. Helena were asked to keep their water usage to 65 gal or less /day/occupant.

Staying at or under 65 gal/day was tough and for some undoable.

How can we expect or assume that normal usage in a home will be 35 gal/day/occupant?



Please include this on Public forum of Nov. 18, 2025 city council agenda.

From Michelle Covell <michelle@covellarchitects.com>

Date Mon 11/17/2025 5:26 PM

To Public Comment <publiccomment@cityofsthelena.gov>; Erika Opp <eopp@cityofsthelena.gov>

Dear City Council,

I will try to keep this brief and to the point. I am writing to you purely as a resident.

- I saw Tom's post regarding the Water Neutrality Policy appearing on the November 18th public forum.
- My comments here focus on the policy itself, particularly how its current structure allows for inconsistent calculations of water savings and in-lieu fees.
- In reviewing multiple water neutrality reports, I noticed significant discrepancies in the theoretical water-use savings per resident. These differences appear to stem from the absence of clearly defined "gallons saved" standards for replacing existing high-flow fixtures with low-flow fixtures in the policy.
- Because the policy leaves these calculations open to interpretation, applicants may subjectively determine their own savings assumptions. This results in large variations in in-lieu fees, depending on which methodology is used.
- One previously submitted project report (Hunter, by RSA) uses a more reasonable and transparent formula for calculating actual water savings. I believe this approach could serve as the basis for updating the Water Neutrality Policy, removing ambiguity and strengthening consistency.
- When applying that more standardized calculation model, the resulting in-lieu fee differences are substantial—demonstrating why clearer guidelines are essential.
- Another major concern is that the policy, as written, only calculates savings for one year of neutrality, even though new water users will continue drawing from the system indefinitely. The policy does not address long-term neutrality or how perennial usage should be offset.

I raise these points for the following reasons:

1. Fairness and proportionality: Current in-lieu fee calculations may significantly undervalue the long-term water impact of substantial new residential development.
2. Infrastructure realities: Our community continues to experience aging water infrastructure, seasonal supply challenges, and occasional pump failures. A policy that accounts only for one year of neutrality does not reflect these long-term constraints.
3. Our community is experiencing continually rising rates, which have now reached unsustainable levels.
4. The water neutrality policy is a potential method for addressing costs for repairs and maintenance of the system, not just on the water rate studies and water bills.
5. Future RHNA-driven growth: As the City accommodates additional units in coming years, each project will cumulatively increase demand on a limited water supply and potentially strain existing infrastructure.
6. Drought resilience: The City should consider how Water Neutrality Policy reform could address cyclical drought years, including whether neutrality should account for multi-year supply variability.
7. Supply guarantees: Will future versions of the policy consider water purchases from Napa, or require contractual assurances for summer-month reliability?
8. System capacity and pressure: Recent pump failures required reliance on imported water with lower pressure. With future increases in users and demand, how will pressure and reliability be protected if similar failures occur again?

I am aware that the Water Neutrality Policy has been brought up before, and that Staff has been working on addressing it. It would be great to understand the timeline of this, as well as the current thought process for it's update. Is there a status update?

As residents of this community, we are bearing the consequences of past decisions over which we had no control and cannot change.

It feels unfair that residents must pay for these decisions, especially when our water quality has recently been less than ideal.

Access to clean drinking water is a basic human right, particularly at the rates we are currently paying.

I strongly believe this burden on residents needs to be reevaluated.

As a resident in a Council—City Manager form of government, my understanding is that concerns such as these should be directed to the City Council, who then communicates them to the City Manager for follow-up with staff. I also hope to receive a response—whether from the Council or through the City Manager—so I know the concerns have been processed.

Thank you for your time and consideration.

Michelle Liu Covell

Architect, Partner, Director of Operations, LEED AP
707.968.9280

COVELL ARCHITECTS

1407 Main St. Suite 102 Saint Helena, CA 94574
www.covellarchitects.com



Public forum comment - Nov. 18 2025 - On public comments and the formal process

From Michelle Covell <michelle@covellarchitects.com>

Date Mon 11/17/2025 5:40 PM

To Public Comment <publiccomment@cityofsthelena.gov>; Erika Opp <eopp@cityofsthelena.gov>

[Please include in the public forum of the agenda November 18th, 2025]

Good evening City Council,

I do not envy the role you serve, and I appreciate the time and effort you devote to serving the public. I am speaking today as a resident, not in my role as Planning Commissioner.

In observing many of the issues our town is facing, I have noticed that public input has been increasing. However, it seems there is no clear process for what happens to a comment, question, or concern once it is submitted.

I have several questions:

- If a citizen has a concern, question, or comment, is there a designated person or team they should contact?
- If it depends on the type of comment, is there a document explaining who handles what?
- Once a comment is submitted or included on an agenda, or spoken in a hearing or meeting, what is the formal process for a citizen to receive a response?
 - Is there a timeline for responses?
 - Is someone specifically designated to respond?
 - Who ensures that comments reach the correct individuals for follow-up?
 - In our City Council–City Manager form of government, who is ultimately responsible for addressing public concerns?

I also request clarification on roles, responsibilities, and especially checks and balances in our local government:

- Please define the roles and responsibilities of City Council, City Manager, and City Staff, and explain how the system of checks and balances functions between them.
- Please clarify the role of citizens in engagement—what is our expected level of participation?
- Finally, please outline quality control measures in place to ensure that the public receives accurate, timely, and high-quality services.

I believe that clarifying these roles and processes will greatly benefit our community, fostering healthier discussions and debates, and allowing residents with expertise in specific areas to engage more effectively.

Sincerely,

Michelle Liu Covell

Architect, Partner, Director of Operations, LEED AP
707.968.9280

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FRIENDS&FOUNDATION ST. HELENA PUBLIC LIBRARY

CITY OF ST. HELENA, SPECIAL CITY COUNCIL MEETING, 11/18/25 6:00 PM
PUBLIC COMMENT, PUBLIC FORUM item 5.1

Greetings, All.

Yesterday, *Friends & Foundation, St. Helena Public Library* (FFSHPL) sent a message to an assortment of City Staff, Elected Officials, and the appointed Chair of the St. Helena Public Library (SHPL) Board of Trustees. We are share the general content of that message, to inform all readers of the opportunity presented.

Friends & Foundation, St. Helena Public Library offers to pay for a comprehensive facility assessment of the St. Helena Public Library (SHPL) facility. The intent is to assess, assemble, and interpret current conditions through a best-practices lens, to inform decision making and prioritization of optimal and cost-effective future use of this key city facility and site.

The most recent thoughtfully prepared study of the St. Helena Public Library facility of which we are aware dates to 2017. The Public Library does not presently appear on the City's 5-year Capital Improvement Plan (CIP), which shapes and guides capital spending.

No matter how or when the City will define and address St. Helena's overall municipal financial circumstances, it seems unlikely that a *hasty* change of facility for the Public Library function would be cost effective or wise from a long-term perspective. Intentionality, continuity, and careful planning based on good data and qualified professional librarians' guidance are critical ingredients in assuring ongoing and successful fostering of residents' enjoyment, education, self-fulfillment, economic strength, and communal conviviality achieved through the Public Library.

The offered report would give insight that pertains to more than Library function. The "Cooling Center" role of this site encompasses more than its name implies. The site's ample space for people combines with its backup power generator to assure that the City can provide a welcome respite in crisis at any time of year—to cool, warm, or keep dry our friends and neighbors; to offer a place to recharge communication devices and access wifi. This is perpetually an essential function and it remains available as long as the critical building systems operate without threat of failure.

We believe that a late 2025 or early 2026 comprehensive facility assessment and report would be an important component of credible discussions of the site's use for any future time frame. In the fairly immediate term, realistic numbers for informed budgeting and prioritization would become available; for mid- and long-term, an industry-specific assessment might shed light on strengths and weaknesses of the site not apparent to a casual observer. At this time, what *Friends & Foundation* offers is a way for the City to gain quality information while requiring minimal staff time and no cost.

We at *Friends & Foundation* sincerely hope that this offer will be accepted.

Respectfully submitted, Deanna M. Griffin

Executive Director, *Friends & Foundation, St. Helena Public Library*

P. O. Box 171; St. Helena, CA 94574 Deanna.Griffin@shplfoundation.org; 707 804 9675 11/18/25

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THROUGH FUNDRAISING AND ADVOCACY. TAX ID: 26-3043296

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Agenda Report to the City Council

Agenda Section: CONSENT ITEMS:

Department: Public Works

DATE:	November 18, 2025
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Consideration and proposed approval of a resolution approving the Parcel Map for 1360/1370 Main Street and authorizing the City Clerk to record the Map.
RECOMMENDED ACTION:	Approve the attached resolution.
PREVIOUS COUNCIL ACTION:	None
STATEMENT OF THE PURPOSE:	Approve and Record the Parcel Map for 1360/1370 Main Street.
FINANCIAL IMPACT:	None

BACKGROUND:

On August 6, 2024, the Planning Commission approved PL23-008, Tentative Parcel Map for 1360/1370 Main Street, APN 009-212-003, into two parcels. Parcel 1 would be approximately 13,768 sf while Parcel 2 would be approximately 5,986 sf. Each lot would retain one of the two adjoining commercial/retail spaces. The approval was conditioned upon the applicant completing all conditions of approval prior to recordation of the Parcel Map. Pursuant to St. Helena Municipal Code Section 16.20.080, the City Council is the approving authority for commercial Parcel Maps.

DISCUSSION:

The subject parcel is located in the Downtown core. The proposed subdivision is consistent with the land use designation and development standards established in the City's 2040 General Plan Update. Both proposed parcels have access to City water and City sewer.

This is a commercial lot and not eligible for ministerial approval under the California Map Act. Council approval of the Parcel Map is required.

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

ENVIRONMENTAL REVIEW:

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

DOCUMENTS ATTACHMENTS:

[4232-00 PM Parcel Map draft 20251029-CP
RESOLUTION.Steve's Hardware PARCEL MAP.2025.v3](#)

THE UNDERSIGNED DO HEREBY ~~CERTIFY~~ ^{STATE} THAT THEY ARE THE ONLY ENTITIES
HAVING ANY RECORD TITLE IN THE LAND INCLUDED WITHIN THE SUBDIVISION
IN THE COUNTY OF NAPA, STATE OF CALIFORNIA, AND DESIGNATED ON THE MAP
ENTITLED "PARCEL MAP OF THE LANDS OF RONALD V. MENEGON AND ANTONETTE
M. MENEGON, AS CO-TRUSTEES OF THE MENEGON FAMILY TRUST U/A, ET. AL.",
THAT THEY DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF
SAID MAP.

Page 21 of 394

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____)
COUNTY OF _____) SS.

ON _____
BEFORE ME, _____
NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____
COUNTY OF COMMISSION: _____
EXPIRATION DATE: _____
COMMISSION NO.: _____

PRELIMINARY
PARCEL MAP
OF THE LANDS OF
RONALD V. MENEGON AND
ANTIONETTE M. MENEGON, AS
CO-TRUSTEES OF THE MENEGON
FAMILY TRUST U/A, ET. AL.

AS DESCRIBED IN
DOCUMENT NUMBER 2021-0037441, N.C.R.
2 PARCELS TOTALING 19,753.8 SQ.FT.

BEING A PORTION OF RANCHO CARNE HUMANA
CITY OF ST. HELENA
COUNTY OF NAPA, STATE OF CALIFORNIA
BY
ALBION SURVEYS
ST. HELENA, CALIFORNIA



APN 009-212-003
OCTOBER 24, 2025

BASIS OF BEARINGS

THE BEARING N41°37'18"W BETWEEN FOUND MONUMENTS (A) AND (B) AS SHOWN ON THIS SURVEY AND AS SHOWN ON RECORD OF SURVEY MAP RECORDED IN BOOK 38 OF SURVEYS, AT PAGES 44-46, NAPA COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS OF THIS MAP AND SURVEY. ALL DISTANCES ARE SHOWN IN GROUND LEVEL FEET AND DECIMALS THEREOF.

REFERENCES (ALL N.C.R.)

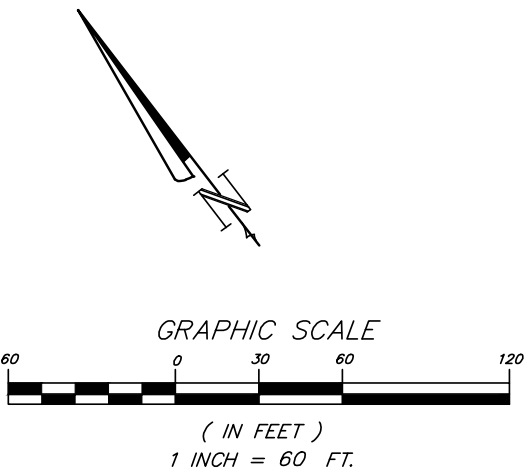
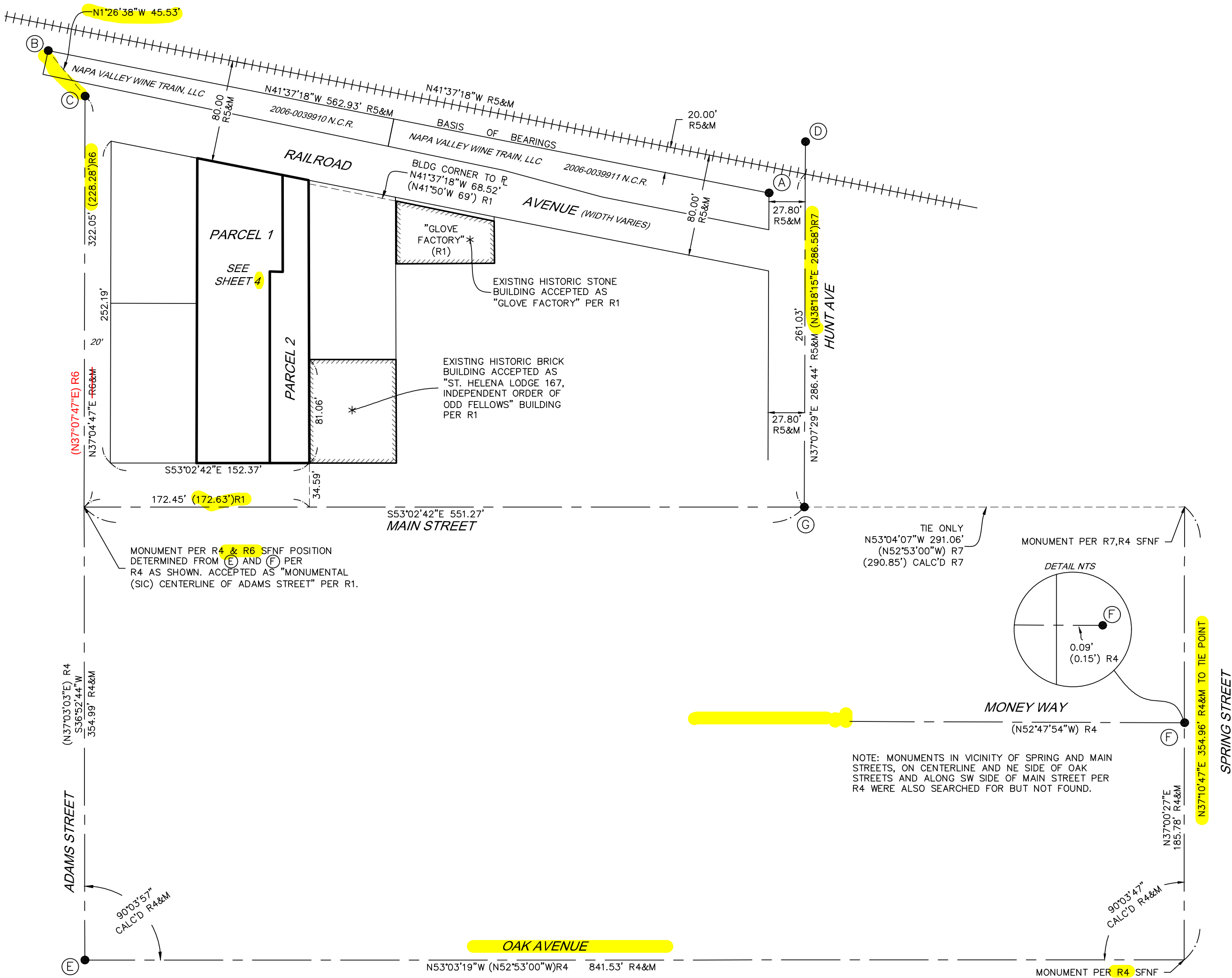
- R1 2021-0037441
R2 102 DEEDS 297
R3 "M" MISCELLANEOUS RECORDS 446
R4 21 RS 89-A MAP NO 3340
R5 38 RS 44-46
R6 13 RS 100 MAP NO 1720
R7 18 RS 68 MAP NO 2512
R8 15 RS 26 MAP NO 1551
R9 18 RS 38 MAP NO 2386
R10 2019-0014515
R11 2008-0014322

MONUMENTS FOUND BY THIS SURVEY

- (A) 3/4" IRON PIPE L.S. 5080 PER R5
(B) NAIL AND TAG L.S. 5080 PER R5
(C) BRASS PIN PER R6 ACCEPTED AS "MONUMENTAL (SIC) CENTERLINE OF ADAMS STREET" PER R1
(D) NAIL AND TAG L.S. 3801 PER R7
(E) BRASS PIN WITH CHISELED "X" IN CONCRETE PAVING PER R4, R8, R9
(F) RUSTED REMAINS OF 1/4" IRON PIN PER R4
(G) IRON ROD FOUND IN WELL CASING PER R7

LEGEND

- FOUND MONUMENT AS NOTED
○ SET 3/4" IRON PIPE & BLUE CAP STAMPED "STEWART PLS 9751"
⊕ SET NAIL & 1" BRASS WASHER STAMPED "PLS 9751"
CALC'D CALCULATED
CL CENTER LINE
M MEASURED
N.C.R. NAPA COUNTY RECORDS
NTS NOT TO SCALE
PM PARCEL MAP
() RECORD DATA
R# REFERENCE DOCUMENT
RS RECORD OF SURVEY
SNF SEARCHED FOR, NOT FOUND
— SUBJECT BOUNDARY LINE
— ADJACENT BOUNDARY LINE
— EXISTING BUILDING FACE
— CENTERLINE/MONUMENT LINE
--- TIE LINE (AT RIGHT ANGLES, UNLESS OTHERWISE NOTED)
++++ RAILROAD TRACKS



PRELIMINARY
PARCEL MAP
OF THE LANDS OF
RONALD V. MENEGON AND
ANTIONETTE M. MENEGON, AS
CO-TRUSTEES OF THE MENEGON
FAMILY TRUST U/A, ET. AL.

AS DESCRIBED IN
DOCUMENT NUMBER 2021-0037441, N.C.R.
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CITY OF ST. HELENA
COUNTY OF NAPA, STATE OF CALIFORNIA

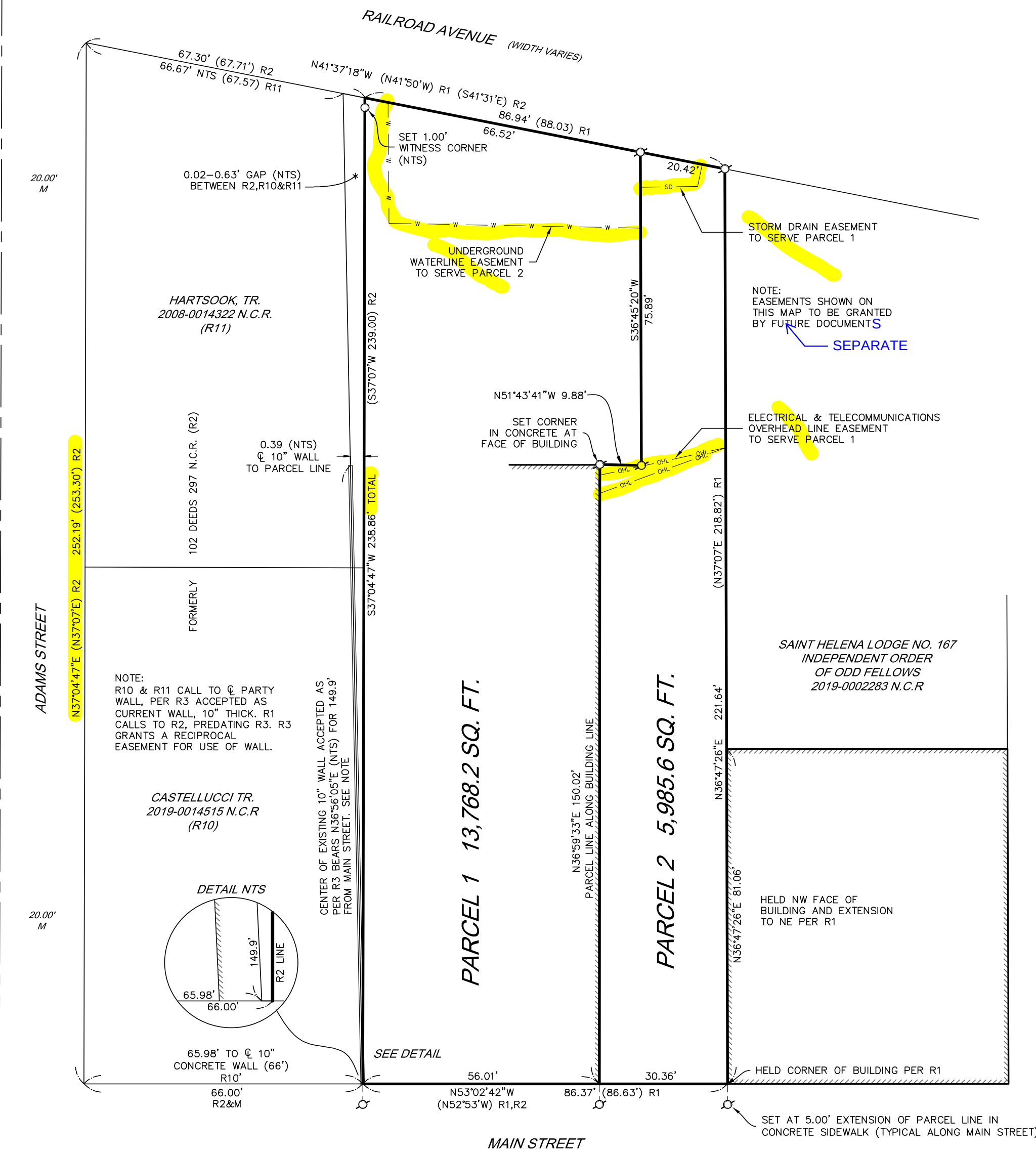
BY
ALBION SURVEYS
ST. HELENA, CALIFORNIA



APN 009-212-003
OCTOBER 24, 2025

SHEET 3 OF 4
4232-00 PM.dwg

PLAN CHECK LEGEND:
COMMENTS IN RED - REVISION NEEDED
COMMENTS IN BLUE - RECOMMENDED REVISION
COMMENTS IN GREEN - DELETE/REMOVE
HIGHLIGHTED TEXT - PREVIOUS PLAN CHECK COMMENT ADDRESSED

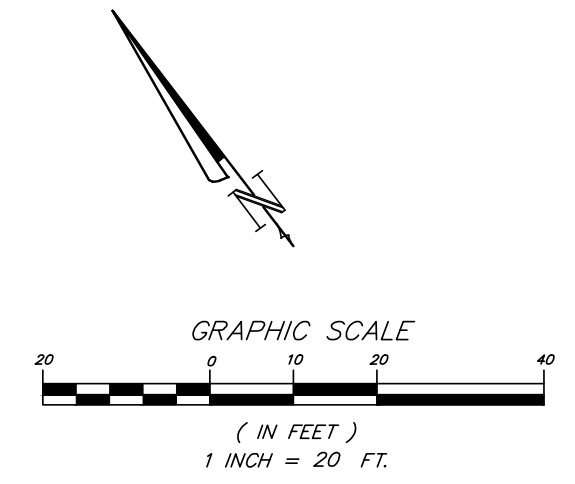


REFERENCES (ALL N.C.R.)

- R1 2021-0037441
- R2 102 DEEDS 297
- R3 "M" MISCELLANEOUS RECORDS 446
- R4 21 RS 89-A MAP NO 3340
- R5 38 RS 44-46
- R6 13 RS 100 MAP NO 1720
- R7 18 RS 68 MAP NO 2512
- R8 15 RS 26 MAP NO 1551
- R9 18 RS 38 MAP NO 2386
- R10 2019-0014515
- R11 2008-0014322

LEGEND

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- CL CENTER LINE
- M MEASURED
- N.C.R. NAPA COUNTY RECORDS
- NTS NOT TO SCALE
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- () RECORD DATA
- R# REFERENCE DOCUMENT
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- - - CENTERLINE/MONUMENT LINE
- - - TIE LINE (AT RIGHT ANGLES, UNLESS OTHERWISE NOTED)
- ||||| RAILROAD TRACKS



PRELIMINARY
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BEING A PORTION OF RANCHO CARNE HUMANA
CITY OF ST. HELENA
COUNTY OF NAPA, STATE OF CALIFORNIA

BY
ALBION SURVEYS
ST. HELENA, CALIFORNIA



APN 009-212-003
OCTOBER 24, 2025

SHEET 4 OF 4
4232-00 PM.dwg

PLAN CHECK LEGEND:
COMMENTS IN RED - REVISION NEEDED
COMMENTS IN BLUE - RECOMMENDED REVISION
COMMENTS IN GREEN - DELETE/REMOVE
HIGHLIGHTED TEXT - PREVIOUS PLAN CHECK COMMENT ADDRESSED

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA APPROVING THE
FINAL PARCEL MAP FOR 1360/1370 MAIN STREET LOT SPLIT AND
AUTHORIZING THE CITY CLERK TO RECORD THE FINAL PARCEL MAP.**

RECITALS

- A. The property owner requests adoption of a final Parcel Map to split a commercial 19,755 square-foot parcel into 2 parcels; Parcel 1 will be 13,768 square-feet and Parcel 2 will be 5,986 square feet; and
- B. On August 6, 2024, the Planning Commission approved PL23-008, Tentative Parcel Map for 1360/1370 Main Street, APN 009-212-003, into two parcels with each lot retaining one of the two adjoining commercial/retail spaces.; and
- C. The proposed lot split is consistent with the land use designation and development standards established in the City's 2040 General Plan Update.; and
- D. City staff has reviewed the final Parcel Map and determined that it is in substantial conformance with the approved Tentative Parcel Map; and
- E. The final Parcel Map is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, In-Fill Development Projects; and
- F. The parcel is a commercial lot and not eligible for ministerial approval under the California Map Act requiring Council approval.

RESOLUTION

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

- 1. The location and configuration of lots to be created by the final Parcel Map substantially comply with the previously approved Tentative Parcel Map; and
- 2. The final Parcel Map for 1360/1370 Main Street, a copy of which is hereby attached as Exhibit A and made part of this Resolution, is hereby approved; and
- 3. The City Clerk is directed to transmit the final Parcel Map to the County Recorder of the County of Napa for recording.

Approved at a Regular Meeting of the St. Helena City Council on November, 18, 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: Planning

DATE:	November 18, 2025
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration and Adoption of a Resolution approving a Professional Services Agreement with Raney Planning & Management, Inc. for preparation of Environmental Documents for the Adams Street Hotel & Residences Project in an Amount Not-to-Exceed \$240,172.
RECOMMENDED ACTION:	Staff recommends that the City Council adopt a Resolution approving a Professional Services Agreement with Raney Planning & Management, Inc. for preparation of Environmental Documents for the Adams Street Hotel & Residences Project in an Amount Not-to-Exceed \$240,172.
PREVIOUS COUNCIL ACTION:	City Council conducted a pre-application review for the Adams Street Hotel & Residences Project on December 12, 2023.
STATEMENT OF THE PURPOSE:	Compliance with the California Environmental Quality Act (CEQA) is required in the processing of entitlements for proposed developments. The Adams Street Hotel & Residences Project Environmental Impact Report (EIR) will inform decision-makers and the public about the potential environmental effects of the proposed project and, where feasible, it will identify ways to mitigate those impacts.
FINANCIAL IMPACT:	There is no financial impact to the City associated with this action. The cost of the Professional Services Agreement with Raney Planning & Management, Inc., plus all staff and consultant costs associated with processing the project applications will be covered by the project applicant through deposits to a Developer Deposit Account.

BACKGROUND:

On August 12, 2024, the project applicant, Antonio Castellucci, submitted planning permit applications for the proposed Adams Street Hotel & Residences project which is proposed for a 1.17-acre parcel at 1001 Adams Street. The site is currently developed with a vacant commercial office building (former Bank of America) and paved parking. The proposed project is a 74-key luxury hotel with 14 for-sale condominium residences. The building is up to five-stories in height (59'1") and includes underground parking, a

restaurant and bar, spa and wellness facility, conference center, street-facing cafe and retail store, outdoor pool, and various accessory uses.

The requested planning approvals and entitlements include General Plan and Zoning amendments to reclassify the site from Business & Professional Office (BPO) to Central Business (CB), a Planned Development (PD) zoning overlay district to allow flexibility in the application of zoning regulations, as well as a Conditional Use Permit, Major Design Review, Tentative Subdivision Map, and Demolition Permit. In addition, a Development Agreement will be negotiated to establish terms and conditions for the project beyond those addressed by the other entitlements.

DISCUSSION:

The Community Development Department has been working with the applicant's development team since the City Council's preliminary review of the Adams Street Hotel & Residences project in December 2023 to ready the project applications for public review and Planning Commission and City Council actions. As part of the development review process, an Environmental Impact Report (EIR) will be prepared, in accordance with California Environmental Quality Act (CEQA) requirements, to inform the public and decision-makers of the project's environmental effects.

In June 2024, the City issued a Request for Proposals to solicit consultants to prepare the CEQA documentation for the Adams Street Hotel & Residences project. The City received proposals from five environmental consulting firms. The proposals were evaluated by City staff and consultants. After reviewing and scoring the proposals, the evaluation process identified Raney Planning & Management, Inc. ("Raney") and its team of subconsultants, as having the strongest overall approach and qualifications for preparation of the EIR for the project.

In August 2024, prior to bringing a Professional Services Agreement for Raney to prepare the CEQA documentation forward for Council consideration, the applicant "paused" the process in order to focus on Development Agreement negotiations and completion of other required technical studies for the project application.

On October 1, 2025, the applicant informed City staff that he is prepared to proceed with the CEQA review process. Raney was given an opportunity to update their proposed schedule and cost estimate, and on October 17, 2025, the City received an updated proposal from Raney which is attached to the Resolution and Professional Service Agreement that are presented for City Council approval.

ENVIRONMENTAL REVIEW:

No environmental review is required for this action.

GOAL:

Goal 4: Provide Effective Community Information & Opportunities for Engagement

DOCUMENTS ATTACHMENTS:

[CC Reso- Raney PSA for Adams St Hotel EIR](#)
[2025-11-18 Raney PSA with Ex A signed](#)

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

**RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH RANEY PLANNING &
MANAGEMENT, INC. FOR PREPARATION OF ENVIRONMENTAL DOCUMENTS
FOR THE ADAMS STREET HOTEL & RESIDENCES PROJECT IN AN AMOUNT
NOT-TO-EXCEED \$240,172**

RECITALS

- A. On December 12, 2023, Antonio Castelluci (Applicant) presented the Adams Street Hotel & Residences project which is proposed for a 1.17-acre parcel at 1001 Adams Street to the City Council for preliminary review; and
- B. On April 16, 2024, Applicant presented the proposed Adams Street Hotel & Residences project to the Planning Commission, after which he requested that the City streamline the development review process by moving forward with a procurement process for a consultant to prepare environmental documents for the project in accordance with the California Environmental Quality Act (CEQA); and
- C. On June 7, 2024, the City of St. Helena issued a Request for Proposals (RFP) for preparation of environmental documents for the Adams Street Hotel & Residences project; and
- D. At the close of the RFP on July 8, 2024, five proposals were submitted to the City for the services requested; and
- E. After review of the proposals by an evaluation team consisting of City staff and consultants, Raney Planning & Management, Inc. (Consultant) was recommended as the firm with the most qualified team and the best approach to performing the work; and
- F. Following the City's review of the proposals, Applicant requested a delay in proceeding with the CEQA consultant procurement process in order to focus on development agreement negotiations and other required studies to complete the project application; and
- G. On October 1, 2025, Applicant requested that the environmental review process commence, at which time Consultant was requested to update their proposal; and
- H. On October 17, 2025; Consultant submitted an updated proposal, budget and schedule which was reviewed and approved by City staff and Applicant; and
- I. Whereas City and Consultant now desire to enter into a Professional Services Agreement for preparation of environmental documents for the Adams Street Hotel & Residences project; and

- J. The total contract amount is for a not-to-exceed amount of \$240,172, which will be fully compensated by Applicant through a developer deposit account with the City.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. The City Council approves a Professional Services Agreement with Raney Planning & Management, Inc. for preparation of environmental documents for the Adams Street Hotel & Residences project for a total contract amount not-to-exceed \$240,172; and
2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Special Meeting of the St. Helena City Council on November 18, 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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on November 18, 2025 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Raney Planning & Management, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as the Environmental Documents for the Adams Street Hotel & Residences Project.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$240,172 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall

Page 1 of 14

[Raney Planning & Management] [November 18, 2025]

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all

Page 4 of 14

[Raney Planning & Management] [November 18, 2025]

costs and expenses in connection therewith, including legal fees and expert witness costs) (collectively, “Liabilities”), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

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

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the

Page 6 of 14

[Raney Planning & Management] [November 18, 2025]

sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

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

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

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

SECTION 18 – LIMITATION OF LIABILITY

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

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

SECTION 19 – COOPERATION BY CITY

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

SECTION 20 – NOTICES

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

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

To Consultant: Nick Pappani
 Raney Planning & Management, Inc.
 1501 Sports Drive, Suite A
 Sacramento, CA 95834

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

SECTION 21 – TERMINATION

Page 10 of 14

[Raney Planning & Management] [November 18, 2025]

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

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

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

SECTION 22 – ATTORNEYS' FEES

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

SECTION 23 – ENTIRE AGREEMENT

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

SECTION 24 – SUCCESSORS AND ASSIGNS

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

SECTION 25 – CONTINUITY OF PERSONNEL

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

SECTION 26 – DEFAULT

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

SECTION 27 – WAIVER

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

SECTION 28 – LAW TO GOVERN; VENUE

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

SECTION 29 – SEVERABILITY

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

SECTION 30 – THIRD PARTY BENEFICIARIES

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

SECTION 31 – STATUTES OF LIMITATION

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

SECTION 32 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: Nick Pappari
Name: Nick Pappari
Title: Vice President

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney

Exhibit A - Scope of Services

PROPOSAL TO PREPARE CEQA DOCUMENTATION

ADAMS STREET HOTEL & RESIDENCES PROJECT

City of St. Helena

July 8, 2024
(Revised October 17, 2025)

Submitted to:

Maya DeRosa, Community Development Director
City of St. Helena
1088 College Avenue
St. Helena, CA 94574
mderosa@cityofstheleena.org

Submitted by:

Raney Planning & Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100

Contacts:

Nick Pappani
Vice President
npappani@raneymanagement.com

Angela DaRosa
Division Manager / Air Quality Specialist
adarosa@raneymanagement.com





WWW.RANEYMANAGEMENT.COM

NORTHERN CALIFORNIA

1501 SPORTS DRIVE, SUITE A
SACRAMENTO, CA 95834

TEL: 916.372.6100 • FAX: 916.419.6108

October 17, 2025

Maya DeRosa, Community Development Director
City of St. Helena
1088 College Avenue
St. Helena, CA 94574
mderosa@cityofsthelena.org

Re: Request for Proposals (RFP) for Environmental Review Services for the Adams Street Hotel & Residences Project

Dear Ms. DeRosa:

On behalf of Raney, a division of Raney Planning & Management, Inc., I am pleased to submit the following proposal for the provision of environmental review services for the Adams Street Hotel & Residences Project (proposed project) in the City of St. Helena. This proposal details our approach, scope of work, deliverables, and qualifications to prepare CEQA documentation for the proposed project. My colleagues and I are thrilled to have the opportunity to work with you and the staff at the City of St. Helena. Raney has received and reviewed the Addendum for the RFP, dated June 25, 2025.

Over the past 25 years, Raney has completed numerous California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), air quality, and planning-related projects providing us the tools to complete the CEQA process and provide project management in a timely and cost-efficient manner while ensuring the needs and expectations of every client are satisfied. Raney is proud to be an independent and privately-owned small business entity in Sacramento, CA providing environmental, land use planning, and affordable housing professional services. Raney has deliberately remained a small, privately-owned company that is selective with the projects it accepts. This provides clients with the greatest level and depth of experience on each project, as well as allowing Raney to be more nimble than larger consulting firms, and work with clients to determine creative methods of meeting their project needs. Raney's success is rooted in the high level of coordination and communication between Raney, the lead agency, the project team, and the community for each project.

Raney has extensive experience providing environmental review services for numerous jurisdictions throughout Northern California, and currently serves as on-call consultants to several Bay Area jurisdictions including the cities of Antioch, Brentwood, Healdsburg, Livermore, Morgan Hill, Oakley, Pacifica, Pittsburg, and South San Francisco. Raney is confident that our key staff members' all-inclusive experience working with diverse jurisdictions throughout California provides Raney with the necessary expertise to understand the differing environmental impacts of the surrounding landscape and addresses a considerable array of concerns that may affect the City of St. Helena. Raney

is committed to providing the City with unmatched services and will tailor our services to the values, goals, and policies of the City of St. Helena and its community.

I will serve as the Project Director for the Adams Street Hotel & Residences Project, bringing my knowledge and familiarity with the environmental review process and CEQA legislation to the table, as well as the experience I have gained from successfully managing similar projects throughout northern California. As Project Director, I will be responsible for quality control and overseeing the preparation of the environmental document. Our Division Manager/Air Quality Specialist, Angela DaRosa, will serve as the Project Manager, and will be responsible for the day-to-day preparation of the CEQA documentation effort, including coordinating directly with City staff and the sub-consultants. Additional information regarding our experience and qualifications has been provided with our proposal.

If you have any questions regarding our scope of work, please do not hesitate to contact me.

Thank you,



Nick Pappani, Vice President
Raney Planning & Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95833
(916) 372-6100
npappani@raneymanagement.com

TABLE OF CONTENTS

I.	Cover Letter/Executive Summary	i
II.	Project Approach, Scope of Work, and Deliverables	1
	Project Understanding	1
	Approach	2
	Technical Scope of Services	3
	Tentative Schedule	17
III.	Consultant Identification and Team	20
	Firm Qualifications and Services	20
	Raney Key Personnel	23
	Sub-Consultants	27
	Organizational Chart	28
IV.	Related Project Examples and References	29
V.	Fee Proposal	34
	Appendix A: W-Trans Scope of Work	
	Appendix B: Evans & DeShazo Scope of Work	
	Appendix C: Saxelby Acoustics Scope of Work	
	Appendix D: Raney Resumes	

II. PROJECT APPROACH, SCOPE OF WORK, AND DELIVERABLES

Raney has developed the following proposal to prepare CEQA documentation for the Adams Street Hotel & Residences Project (proposed project) in the City of St. Helena, California. Below, please find Raney's project understanding, approach, and scope of services to providing CEQA documentation.

PROJECT UNDERSTANDING

Project Location

The project site is located at 1001 Adams Street in the City of St. Helena, California. The 1.16-acre site (APNs 009-201-030 and -031) is developed with a vacant 11,116 square foot (sf) two-story commercial building, which includes an operational Bank of America drive-thru ATM, as well as a private surface parking lot with landscaping. Surrounding existing land uses include office buildings and a preschool to the north; single-family residences to the east; a Safeway, pharmacy, commercial uses, and Napa Valley Railroad (NVR) tracks to the south; and commercial uses to the west, across Adams Street. The City of St. Helena General Plan designates the site as Business & Professional Office (BPO) and the site is zoned BPO.

Project Description

The proposed project would include demolition of the existing onsite commercial building and the removal of a portion of existing onsite landscaping trees. The proposed project would include subsequent development of a five-story luxury hotel consisting of 75 guestrooms, 13 for-sale condominium residences, a 3,675-sf restaurant, and an underground parking garage. The ground floor of the hotel would include 22 guestrooms, a 2,000-sf lobby and arrival area, 790-sf retail store, 790-sf café and lounge, 2,400-sf conference center, 2,000-sf spa and wellness center, offices, and storage rooms. The second floor would include 26 guestrooms, a 825-ft gym, and 600-sf activity center. The third floor would include 26 guestrooms, a 3,675-sf restaurant with indoor dining room and exterior patio seating, and a rooftop pool with a deck area. The fourth and fifth floors would include the hotel's presidential suite, and 13 for-sale condominiums consisting of ten two-story units and three single-story units. Parking for hotel guests, residents and visitors would be provided by a 102-space underground garage with compact, standard and tandem-style stalls. Vehicular entry to the underground garage would be provided by a new driveway off of Adams Street. Pedestrian access to the building would be provided by a main entrance located on Adams Street.

The proposed project would require the following entitlements:

- General Plan Amendment to redesignate the General Plan land use designation for the site from BPO to Central Business (CB);
- Rezone to reclassify the zoning designation for the project site from BPO to CB and Planned Development (PD) Overlay;
- Tentative Subdivision Map to create 13 airspace condominium modules for the resort residences and a commercial module for the hotel.
- Conditional Use Permit;
- Major Design Review;

- Demolition Permit; and
- Development Agreement.

In addition, the applicant is requesting a 40 percent reduction in parking requirements for the proposed project.

It should be noted that the applicant proposes to donate the 0.2-acre parcel, located at 1341 Mitchell Drive, in lieu of paying an affordable housing fee related to the proposed project. The 0.2-acre parcel is currently developed with two rental residential units and has the potential to be developed with a total of seven to nine residential units. Environmental review related to development of the affordable housing parcel would occur separately at a later date when a specific project is proposed.

APPROACH

At the request of the City, Raney proposes to prepare a project-level EIR to analyze the potential environmental effects associated with the proposed project. Analysis in the EIR will include assessment of the individual and cumulative environmental effects of the project. The Draft EIR, Final EIR, and related work products will be prepared in accordance with the criteria, standards, and provisions of the CEQA, Section 21000 et seq. of the Public Resources Code and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.), and the regulations, requirements, and procedures of the City.

Rather than prepare an Initial Study, Raney proposes to evaluate all CEQA topics set forth in Appendix G of the CEQA Guidelines within the EIR¹. For purposes of this scope, Raney has assumed that the topics requiring detailed analysis within the EIR tentatively include Air Quality and Greenhouse Gas (GHG) Emissions, Noise, Transportation, and Utilities and Service Systems (focused on impacts to water supply). The remaining CEQA topics will be evaluated at a lesser, but appropriate, level of detail within the *Other Effects* chapter of the EIR.

Raney will utilize existing information for the proposed project and the City of St. Helena 2040 General Plan and associated General Plan EIR, technical reports provided by the applicant team, and analysis prepared by Raney and its sub-consultants for evaluating the potential environmental impacts associated with the proposed project. Raney assumes that any additional project information needed to facilitate the environmental review of the project will be supplied by the City or the applicant through the City. Raney firmly believes that the level of coordination between the City, pertinent local and State agencies, and the local citizens is directly proportional to the success of the project. Raney intends to work closely with the City and the project team throughout the development and processing of the appropriate CEQA document. The expectation of Raney is that we will provide environmental services to the City, and will make ourselves available to assist the City to facilitate the process.

¹ This is consistent with CEQA Guidelines Section 15060(d), which states:

“If the lead agency can determine that an EIR will be clearly required for a project, the agency may skip further initial review of the project and begin work directly on the EIR process described in Article 9, commencing with Section 15080. In the absence of an initial study, the lead agency shall still focus the EIR on the significant effects of the project and indicate briefly its reasons for determining that other effects would not be significant or potentially significant.”

Technical Reports to be Provided by the Applicant Team

Raney understands the following technical reports will be provided by the applicant team for use in the CEQA analysis:

- Project Renderings/Photomontages (including shadow-impact analysis);
- Geotechnical/Soils Report;
- Groundwater and Hydrology Report;
- Water Neutrality Study;
- Shared Parking Analysis;
- Stormwater Low Impact Development (LID) Compliance Report; and
- Vehicle Miles Traveled (VMT) Analysis to be prepared by Fehr & Peers.

Peer Reviews of Applicant-Provided Technical Reports to be Prepared by Raney and its Sub-consultants

Raney proposes to subcontract with W-Trans to conduct a technical peer review of the VMT Analysis to be provided by the applicant team.

Raney will internally review all remaining applicant-provided technical reports to ensure all CEQA-related issues are adequately and accurately addressed. Should any applicant-provided technical reports require revisions, Raney will coordinate with the City to have the reports revised accordingly. Should any technical reports not be available, Raney will coordinate with the City to determine alternative ways to receive the information and/or sub-contract with an appropriate firm and amend this scope, budget and schedule accordingly.

Technical Reports to be Prepared by Raney and its Sub-consultants

Raney proposes to sub-contract with the following sub-consultants to prepare project-specific technical reports:

- Cultural Resources Study (CRS) and Historic Resources Evaluation (HRE) – Evans & DeShazo (EDS);
- Noise Study – Saxelby Acoustics (Saxelby); and
- CEQA Transportation Impact Study (TIS) and Operational/Level of Service (LOS) TIS – W-Trans.

While the Operational/LOS TIS is outside the scope of CEQA, it is needed to evaluate the project's consistency with the City's General Plan policies related to LOS and will be considered by City staff during the planning review of the project and drafting of conditions of approval.

Assuming that the forthcoming Fehr & Peers VMT Analysis is focused solely on VMT, this leaves a gap in needed CEQA transportation analysis for the project. Transportation analyses under CEQA must also consider potential impacts to bicycle, pedestrian, and transit facilities, as well as safety-related effects. As a result, W-Trans has included an additional task in their scope of work to prepare a CEQA TIS inclusive of these transportation-related topics.

The air quality and GHG emissions analysis for the project will be prepared in-house by Raney's Air Quality Division led by Vice President/Air Quality Specialist, Rod Stinson, and Division Manager/Air Quality Specialist, Angela DaRosa. All air quality and GHG studies are prepared consistent with the regulations and requirements of CEQA, AB 32, SB 32, the Bay Area Air Quality Management District (BAAQMD), and the City of St. Helena.

TECHNICAL SCOPE OF SERVICES

The following scope of services identifies the key tasks and deliverables for preparation of the CEQA documentation for the proposed project. Raney anticipates that the scope of services will be further refined in consultation with the City of St. Helena, the CEQA lead agency.

Task 1 Project Initiation

The objective of this task is to coordinate with City staff and the project team to confirm assumptions regarding the proposed project and scope of work. Vice President, Nick Pappani, will serve as the Project Director, and will be responsible for overseeing the environmental review process and providing quality control. Division Manager/Air Quality Specialist, Angela DaRosa, will serve as Project Manager, and will be responsible for managing the day-to-day preparation of the environmental document; coordinating with the City, outside agencies, and the project team; managing any technical sub-consultants; and responding to inquiries on the environmental document.

Raney will complete the following deliverables:

- Participate in a kick-off meeting with City staff and the applicant team, if requested, to review project schedule/milestones;
- Review existing documentation for the project and identify key issues;
- Perform a site visit; and
- Refine the scope, if necessary, with any revisions for the City to approve.

Task 2 Peer Review of Applicant-Provided Technical Reports

The objective of this task is to conduct CEQA-level peer reviews of all applicant-provided technical reports, with the exception of the VMT analysis, in order to determine if any revisions are necessary for purposes of ensuring their sufficiency for use in the environmental analysis. If it is determined that revisions to the reports are necessary, Raney would coordinate with the City to have the reports revised. If a technical peer review from a third-party expert is deemed necessary, Raney would coordinate with the City and would propose to sub-contract with a technical consultant to conduct the peer review. In addition, W-Trans will conduct a technical peer review of the applicant-provided VMT Analysis and include the results of the peer review in the CEQA TIS.

Raney will complete the following deliverables:

- Conduct a CEQA-level peer review of all applicant-provided technical reports;
- Prepare comments on technical reports if necessary; and
- Coordinate with the City to have reports revised or technical peer review conducted, if necessary.

Task 3 Agency Coordination (including Assistance with AB 52/SB 18 Tribal Consultation)

The objective of this task is to coordinate with appropriate departments and prepare AB 52/SB 18 tribal consultation letters for the City. Given the passage of AB 52, and the associated amendments to Public Resources Code 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. In addition, given the project's request for a General Plan Amendment, tribal consultation pursuant to SB 18 will also be required. As part of the AB 52 and SB 18 tribal consultation process, Raney understands the City plans to notify all Napa Valley tribes of the proposed project. Raney will assist the City in completing requirements and formal consultation pursuant to AB 52 and SB 18, including preparing the tribal consultation letters, which the City will distribute to the Napa Valley tribes.

Raney will complete the following deliverables:

- Assist City staff with AB 52/SB 18 consultation, including preparation of tribal consultation letters.

Task 4 Project Description

The objective of this task is to prepare a draft project description in consultation with City staff and the project applicant team. Based on Raney's extensive CEQA experience, completing a draft of the project description during the project initiation phase greatly reduces the potential for project-related issues throughout the preparation of the environmental documents. The project description will include a detailed project location, background, and history of the project (including past ownership and land uses); intended uses of the proposed project; existing environmental setting; description of on- and off-site infrastructure necessary to serve the project; discretionary actions; project characteristics; important project features; project objectives; phasing; agreements; and permits and approvals that are required for the project based on available information. In addition, Raney will prepare regional and project location maps. Raney will also provide a list of responsible agencies that are anticipated to rely on the EIR for decision making.

Raney will complete the following deliverables:

- Submit one electronic copy, in Microsoft Word and PDF formats, of the draft project description to the City for review and comment; and
- Submit one electronic copy, in Microsoft Word and PDF formats, of the final project description to the City prior to incorporation into the Initial Study.

Task 5 Prepare Notice of Preparation (NOP)

The objective of this task is to prepare/distribute a NOP for public review that includes a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project, as well as attend a public scoping meeting to solicit the public's input on the content of the EIR. Raney assumes the public scoping meeting will be set up as a brief project overview presentation, in order for the community to gain an understanding of the project and make comments based upon accurate knowledge of the project. As outlined in the City's Addendum to the RFP, City staff will handle all mailings and publication of notices and Raney will submit all necessary documents to the State Clearinghouse on the City's behalf.

Raney will complete the following deliverables:

- Submit one electronic copy, in Microsoft Word and PDF formats, of the Administrative Draft NOP to the City for review;
- Submit one electronic copy, in Microsoft Word and PDF formats, of the Screencheck NOP (with edits from the City incorporated) to the City;
- Submit one electronic copy, in Microsoft Word and PDF formats, of the Final NOP (with edits from the City incorporated) to the City;
- Coordinate with the City to publish, post, and distribute the NOP and electronically submit the NOP with a completed Notice of Completion (NOC) to the State Clearinghouse;
- Facilitate and attend one public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA.
- Create an administrative record of all written and verbal comments regarding the NOP to bring together and resolve the concerns of affected federal, state, and local agencies, as well as the local community; and
- Revise the scope of services for the EIR, if needed, based upon NOP verbal and written comments received during the NOP comment period.

Task 6 Prepare 1st Administrative Draft EIR

The objective of this task is to prepare an accurate, thorough, and complete 1st Administrative Draft EIR for the proposed project that will provide a project-level analysis to evaluate the potential environmental effects associated with the proposed project. The 1st Administrative Draft EIR will include all statutory sections required by CEQA Sections 15120 through 15131, and provide the public and decision-makers with a thorough, legally defensible environmental analysis of the proposed project.

Tasks 6.1-6.4 consist of the following sections of the EIR:

Task 6.1 Introduction, Executive Summary, and Project Description

The Introduction will cite the provisions of CEQA to which the proposed project is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

The EIR will also include an Executive Summary chapter. A summary table will be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project.

The Project Description chapter will be consistent with the one developed in *Task 4 Project Description*.

Task 6.2 Environmental Setting, Impacts, and Mitigation Measures

The environmental analysis for the proposed project is anticipated to focus on up to two technical issues: Transportation, and Utilities and Services Systems (with a focus on impacts to water supply). Project alternatives and statutorily required sections will also be included. Some

refinement to these issues may be required based on the comments that will be received during the NOP scoping process. If additional chapters are required following completion of the NOP scoping period, Raney will coordinate with the City and amend the scope of work.

Consistent with CEQA, each environmental chapter will include the following: an introduction; existing environmental setting; regulatory context; standards of significance; method of analysis; identification of environmental impacts; development of mitigation measures and monitoring strategies; levels of significance after mitigation; cumulative impacts and mitigation measures; significant impacts; and effects not found to be significant. Raney proposes to include the following chapters in the Adams Street Hotel & Residences Project EIR:

a) Air Quality and GHG Emissions

The air quality and GHG analysis for the proposed project will be performed in-house by Raney's air quality staff, utilizing the California Emissions Estimator Model (CalEEMod) software program and following the BAAQMD CEQA Guidelines.

Air Quality

Raney will utilize the CalEEMod software program to conduct a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NO_x, PM₁₀, and PM_{2.5}) resulting from the proposed project. In particular, Raney will address emissions resulting from the soil excavation and off-hauling of soil during construction of the project's underground parking garage. The significance of air quality impacts will be determined in comparison to BAAQMD recommended thresholds of significance. The project's cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. Mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

Construction Health Risk Assessment

In cases where there is use of heavy construction equipment during the construction phase of a project, diesel particulate matter, a known toxic air contaminant (TAC), is produced, potentially exposing nearby sensitive receptors to such TACs. Although the disturbance area associated with the project is less than 10 acres, construction of the proposed project would be anticipated to require use of heavy construction equipment immediately adjacent to existing sensitive receptors. Thus, it would be prudent to understand the cancer risk associated with construction of the proposed project on the adjacent single-family residences and preschool. Raney has therefore included a task for the preparation of a construction Health Risk Assessment (HRA). The HRA will analyze construction emissions only, such as demolition of the existing building, soil excavation and off-hauling of soil during construction of the project's underground parking garage, and will not focus on operational emissions. The analysis for the HRA will include both acute and chronic health hazards, carcinogenic and non-carcinogenic, due to exposure of TACs. The estimation of health risks will be determined using the guidelines identified in the California Office of Environmental Health Hazard Assessment (OEHHA) Guidance Manual for Preparation of Health Risk Assessments, as well as in accordance with

BAAQMD guidelines. The carcinogenic health risks will be expressed in terms of increased cancer cases per one million individuals and the non-carcinogenic health risks will be expressed in terms of Hazard Index (HI). The health risks will be compared to the applicable thresholds of significance determined in coordination with the lead agency and BAAQMD.

GHG Emissions

Raney will run the CalEEMod program to produce an estimate of annual GHG emissions for the proposed project.

The BAAQMD has recently adopted new thresholds of significance for GHG emissions. Pursuant to the new BAAQMD thresholds of significance for GHG emissions, new land use development projects need to implement specific design elements (i.e., no natural gas, electric vehicle charging, reduce vehicle miles traveled [VMT] by 15 percent) or show consistency with a local GHG reduction strategy in order to do its “fair share” of implementing the goal of carbon neutrality by 2045. If the project can implement the specific design elements, it can reasonably be determined that the proposed project will not make a cumulatively considerable contribution to global climate change.

Raney will work closely with the City and BAAQMD throughout preparation of the GHG analysis with respect to identifying the methodology and thresholds of significance to be used for the GHG analysis. Raney’s GHG analysis for the proposed project will follow the agreed upon methodology and thresholds. With respect to AB 32 and SB 32, Raney will coordinate with the City of St. Helena and BAAQMD to ensure comparison of the estimated emissions to appropriate thresholds. Mitigation measures would be identified, if determined necessary, in coordination with the City and BAAQMD to identify feasible mitigations for GHG emissions.

b) Noise

The Noise chapter of the EIR will rely on the Noise Study to be prepared by Saxelby, under contract with Raney (please see *Appendix C* for a complete scope of work). Saxelby will conduct a noise survey within the project site to quantify existing background noise levels. Saxelby will utilize the Federal Highway Administration (FHWA) traffic noise prediction model for the prediction of noise levels. The noise survey will consist of short-term noise level measurements and continuous noise level measurements for a minimum period of 24 hours. Saxelby will evaluate increased traffic noise levels at existing sensitive receptors in the project vicinity using traffic volumes provided by W-Trans. Saxelby will analyze traffic noise levels for existing, existing plus project, cumulative, and cumulative plus project scenarios. Although not required for CEQA compliance, Saxelby will also calculate exterior and interior traffic noise levels on the proposed residential and hotel uses, and if necessary, evaluate any required exterior or interior noise control measures needed to achieve compliance with the City of St. Helena and State noise level standards. Saxelby will provide an analysis of noise levels associated with the proposed project at the nearest noise-sensitive uses, including evaluation of outdoor mechanical equipment and the proposed rooftop pool deck. Saxelby will provide an analysis of the noise and vibration impacts associated with construction of the project, including demolition of the existing

building, at existing sensitive receptors in the project vicinity. It is expected that this analysis will follow the assumptions used in the project air quality analysis. Saxelby will prepare a report which details their findings, methodology, and noise reduction measures (if required). The report will be prepared to meet the requirements of the City of St. Helena and CEQA. Raney will review the report to ensure all CEQA issues have been adequately and accurately addressed and will incorporate the analysis into the Noise chapter of the EIR.

c) **Transportation**

The Transportation chapter of the EIR will evaluate whether the proposed project would conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadways, bicycle and pedestrian facilities; substantially increase hazards due to geometric design feature; or result in inadequate emergency access.

With respect to VMT, Raney will rely on the applicant-provided VMT Analysis to be prepared by Fehr & Peers, under contract with the applicant team, as well as the technical peer review of the VMT Analysis by W-Trans, under contract with Raney. Raney will also rely on the CEQA TIS and Operational/LOS TIS, to be prepared by W-Trans, under contract with Raney (please see *Appendix A* for a complete scope of work).

CEQA TIS

W-Trans will complete a field visit to the project site to obtain photo documentation and observe sight distance for exiting and entering movements at the site's driveway location to determine potential conflicts with other driveways. W-Trans will perform a speed survey to determine applicable approach speeds for use in evaluating adequacy of sight distance. W-Trans will conduct traffic counts for Adams Street over a period of 48 hours, which would include a Friday and Saturday. W-Trans will also evaluate the adequacy of facilities for pedestrians, bicyclists and transit riders in the context of City policies. W-Trans will utilize standard rates published in the *ITE Trip Generation Manual, 11th Edition* (2021) to determine trip generation for the project.

W-Trans will evaluate the potential need for improvements at the project driveway to accommodate project-generated traffic. W-Trans will also evaluate the need for turn lanes in terms of volume and adequacy of sight distance and safety considerations. W-Trans will assess the adequacy of emergency access to the site and the project's potential impact on emergency response times. W-Trans will then develop recommended mitigation measures to address any impacts identified as potentially significant. W-Trans will prepare a Transportation Impact Study report which details their findings, methodology, and mitigation measures (if required).

Operational/LOS TIS

Although outside the purview of CEQA, a review of the project's effects on intersection LOS is required to determine the consistency of a project with a jurisdiction's adopted LOS policies in its General Plan. The City has requested preparation of an Operational Study, which would include an evaluation of four intersections. The intersections would be selected in coordination with City staff. W-Trans will conduct turning movement counts at

up to four study intersections during weekday and weekend PM peak periods. W-Trans will present the existing conditions in a LOS table and include figures showing existing lane geometries, volumes, and calculation output. W-Trans will obtain a list of projects from the City that have been approved and/or are pending approval in the study area to determine short-term existing plus approved, or baseline volumes. W-Trans will use the County's model to evaluate future volumes and project future operating conditions based on planned future infrastructure improvements, if applicable. W-Trans will distribute project trips to the roadway network and operation conditions at the study intersections evaluated under existing plus project, baseline plus project, and future plus project conditions. W-Trans will also evaluate the proposed parking supply to determine if the project meets applicable requirements. If appropriate, W-Trans will compare the proposed parking to industry standard parking demand rates. W-Trans will then develop recommendations to address any operation deficiencies identified. W-Trans will include details of the analysis and findings in the Operational Study report.

d) Utilities and Service Systems

The Utilities and Service Systems chapter will evaluate the project's increase in water supply demand and whether the existing water and sewer infrastructure systems can accommodate the demands from the project, or whether upgrades to the systems would be required. Raney will rely on the Groundwater/Hydrology Report, Water Neutrality Study, and Stormwater LID Compliance Report to be provided by the applicant team. The utilities and service systems section would also estimate the amount of solid waste generated by the project and the receiving landfill's capacity to accommodate the increase in solid waste. Other utility systems that would be considered in this chapter include electricity and propane.

e) Other Effects

The Other Effects chapter will include an analysis of the remaining CEQA issue areas. A few of the CEQA topics to be addressed in this chapter require further explanation in terms of methodology and approach.

Aesthetics

With respect to aesthetics, Raney will rely on the project renderings/photo montages to be provided by the applicant team. Raney anticipates the renderings will include viewpoints selected in coordination with the City. Raney will summarize the existing regional and project area aesthetics and visual setting. To the extent applicable, Raney will describe project-specific aesthetics issues such as scenic vistas, scenic resources, as well as light and glare. Pursuant to Appendix G of the CEQA Guidelines, due to the urban nature of the area, the focus of the impact analysis will be on whether the proposed project could conflict with applicable zoning and other regulations governing scenic quality. Raney will review the City's scenic regulations that may be inherent in the City of St. Helena 2040 General Plan and associated General Plan EIR, and any applicable City ordinances.

Cultural and Historic Resources

With respect to cultural and historic resources, Raney will briefly describe the potential effects to any on-site historical and/or archaeological resources due to implementation of

the proposed project. Specifically, Raney will discuss the existing onsite structure, which according to the Addendum released for the RFP, is 47 years old. Raney will rely on the CRS and HRE to be prepared by EDS, under contract with Raney (please see *Appendix B* for a complete scope of work).

CRS

EDS will conduct a record search of the California Historical Resources Information System (CHRIS) at the Northwest Information Center (NWIC) and obtain and review previous cultural resources studies and records pertaining to the project area and land located within a 0.25-mile radius of the project site, or a greater distance, if warranted. EDS will also conduct a literature review of relevant environmental, prehistoric, ethnohistoric, and historical references and to determine the cultural setting for the project site. EDS will assess the potential/sensitivity for archaeological resources within the project site area that may not be identified on the surface. EDS will also contact the Native American Heritage Commission (NAHC) to request a Sacred Lands inventory and a Native American contact list and determine if there are recorded Sacred Sites located within or near the project site area. EDS will also complete a reconnaissance survey of the project site area and complete an on-foot field inspection for evidence of cultural resources that may be present where soil is exposed. EDS will prepare Department of Parks and Recreation (DPR) 523 forms for any cultural resources identified within the project site area. EDS will prepare a CRS to include the cultural and natural setting of the project site area, a discussion of methodology for conducting the study, and results of the analysis. The CRS will also include project-specific recommendations if any cultural resources are identified or if the project site area is found to have an elevated potential/sensitivity for archaeological resources that are buried or obscured by the existing on-site building and parking lot. The final CRS and DPR 523 forms will be submitted to the NWIC for incorporation into the CHRIS.

HRE

EDS will rely on the results of the literature review conducted as part of the CRS and conduct historical research at local repositories, including the Napa County Assessor, St. Helena Library, and St. Helena Historical Society. EDS will also review documents and digital files available at EDS and various online sources, and review the "Charter Oak District" historic district where the project site is located. EDS will evaluate the history and ownership and occupancy history of the project site area. EDS will also conduct a historic architectural survey of the existing on-site building within the project site area. EDS will include photographs and document the physical characteristics of the existing on-site building and associated landscaping and parking lot. EDS will prepare an HRE, which includes the historical context of the project site, descriptions of the on-site building, and a detailed significance evaluation regarding the California Register of Historical Resources (CRHR) eligibility criteria of built environment resources at least 45 years old. The HRE will also include project-specific recommendations as needed. The final HRE and DPR 523 forms will be submitted to the NWIC for incorporation into the CHRIS.

Raney will review the CRS and HRE to ensure all CEQA issues have been adequately and accurately addressed and will incorporate the analysis into the EIR.

Tribal Consultation

Given the passage of AB 52, and the associated amendments to Public Resources Code 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. Raney understands the City of St. Helena anticipates receiving letters from tribes requesting notice pursuant to AB 52/PRC 21080.3.1, and the City will notify the tribes in writing of the proposed project within 14 days from the start of the CEQA process. Raney understands that the City requires the AB 52 notification process to include the entire list of tribes for the Napa Valley. Raney will prepare the tribal consultation letters and will assist the City in completing requirements and formal consultation pursuant to AB 52, as described in *Task 3*. Should one or more tribes request formal consultation, non-confidential information provided through the consultation process will be included in the EIR.

Geology and Soils

With respect to geology and soils, Raney will rely on the Geotechnical/Soils Report to be provided by the applicant team. Raney anticipates the Geotechnical/Soils report will address the soil excavation associated with construction of the underground parking garage. Raney will internally review the technical report for accuracy and adequacy in meeting the requirements of CEQA and will incorporate the analysis into the EIR.

Consistent with CEQA, each environmental chapter will include the following: an introduction; existing environmental setting; regulatory context; standards of significance; method of analysis; identification of environmental impacts; development of mitigation measures and monitoring strategies; level of significance after mitigation; and cumulative impacts and mitigation measures.

The method and criteria used for determining the adverse impacts for each of the technical issues will be clearly and explicitly described in the respective chapters of the EIR, including any assumptions, models, or modeling techniques used in the analyses. The determination of impacts will be based on thresholds of significance drawn from the standards used in similar EIRs in the region, from the technical studies prepared for the proposed project, and will be refined based on the City-adopted thresholds in consultation with the City staff. For each significant impact, feasible mitigation measures, if available, will be identified and the level of significance after mitigation will be stated. Mitigation measures will identify the timing of the mitigation and the entities responsible for implementation. Cumulative impacts and mitigation measures will also be addressed within each technical chapter and include the impact, mitigation, and level of significance after mitigation. The cumulative analyses will be based on quantitative data, as applicable. Each impact in the EIR will be numbered, as will the corresponding mitigation measures. Cross-references will be provided where necessary. The effectiveness and feasibility of mitigation measures will be discussed.

Task 6.3 Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR will summarize significant and unavoidable, significant irreversible, and growth-inducing impacts, to the extent that such impacts are identified in the EIR analysis. The chapter will also summarize the cumulative impact analyses, which will be provided in each technical chapter of the EIR.

Task 6.4 Alternatives to the Proposed Project

The EIR will include an alternatives analysis in compliance with CEQA Guidelines Section 15126.6. The Alternatives chapter will evaluate, at a minimum, three alternatives, including a No Project Alternative, as required by CEQA. Alternatives will be selected when more information related to project impacts is available in order for the alternatives to be designed to reduce significant project impacts. Alternatives shall be developed in consultation with City staff during preparation of the Administrative Draft EIR to respond to identified significant impacts. The Alternatives chapter will describe the project alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project which is permissible under CEQA; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will include a qualitative-level analysis of all impacts for the alternatives and a section for alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the alternatives will also be included.

Raney will complete the following deliverables:

- Submit one electronic copy, in Microsoft Word and PDF formats, of the 1st Administrative Draft EIR to City staff to review for adequacy and accuracy.

Task 7 Prepare 2nd Administrative Draft EIR

The objective of this task is to edit the 1st Administrative Draft EIR in track changes format, based on the comments received from the City's review, to prepare the 2nd Administrative Draft EIR. Raney assumes the City comments on the Administrative Draft EIR will be in a consolidated set.

Raney will complete the following deliverables:

- Attend conference calls, as needed, with City staff to discuss the City comments on the 1st Administrative Draft EIR; and
- Submit one electronic copy, in Microsoft Word and PDF formats, of the 2nd Administrative Draft EIR to the City.

Task 8 Prepare Screencheck Draft EIR

The objective of this task is to edit the 2nd Administrative Draft EIR, based on the comments received from the City's review, to prepare a Screencheck Draft EIR. Raney will provide the Screencheck Draft EIR to the City in track changes format.

Raney will complete the following deliverables:

- Submit one electronic copy, in Microsoft Word and PDF formats, of the Screencheck Draft EIR to the City.

Task 9 Prepare Public Review Draft EIR

The objective of this task is to edit the Screencheck Draft EIR, based on any additional comments received, and prepare and distribute the Draft EIR for the 45-day public review period in accordance with CEQA requirements. Raney assumes that the revisions from additional comments on the Screencheck Draft EIR will only require editorial or other non-substantive changes. Raney will prepare the Notice of Availability (NOA) of the Draft EIR. Raney assumes the City will

publish the NOA in the newspaper, distribute to responsible agencies, and post at the County Clerk's Office. Raney will electronically submit the NOC, Summary Form F, and the Draft EIR to the State Clearinghouse. As previously noted, City staff will handle all mailings and publication of notices and Raney will submit all necessary documents to the State Clearinghouse on the City's behalf.

Raney will complete the following deliverables:

- Submit 10 bound hardcopies, with the appendices on a flash drive in the back cover, and one electronic copy, in Microsoft Word and PDF formats, of the Draft EIR to the City;
- Prepare the NOA, NOC, and Summary Form F;
- Coordinate with the City to perform the necessary posting, noticing, and distribution of the Draft EIR; and
- Electronically submit the NOC, Summary Form F, and Draft EIR to the State Clearinghouse.

Task 10 Prepare Administrative Final EIR

The objective of this task is to respond to all comments received during the 45-day public review period and compile the comments into an Administrative Final EIR for review by the City. Raney assumes these comments will not raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes that the amount and nature of responses can be addressed within the hours shown in the proposed "Fee Proposal" spreadsheet included in *Section V* of this scope of work. For the purposes of this scope of work, Raney's budget for this task would allow Raney to prepare responses to up to 50 individual comments that are substantive in nature. Repetitive comments do not count toward this total. For example, it is not uncommon for the public to submit a large volume of comments on a particular issue/concern. In such a case, Raney will prepare a master response to address the thematic concern; and this effort would only constitute one response. Raney's budget for this task is based upon our experience preparing Administrative Final EIR documents for other similar projects. Should more time or technical analyses be needed to respond to additional comment letters, Raney will initiate discussions immediately with City staff to conduct this extra work. The Final EIR will consist of the following chapters: Introduction and List of Commenters; Responses to Comments; Revisions to the Draft EIR Text (as a result of comments); and Mitigation Monitoring and Reporting Program (MMRP) (see *Task 11*).

Raney will complete the following deliverables:

- Meet with the City staff to review all comments received and determine the appropriate written responses to the comments, as outlined in *Task 16 Project Management, Meetings, and Hearings*; and
- Submit one electronic copy, in Microsoft Word and PDF formats, of the Administrative Final EIR.

Task 11 Prepare MMRP

The objective of this task is to prepare an MMRP for the City to be incorporated into the Final EIR. Raney will prepare an MMRP to comply with Public Resources Code Section 21081.6, which

will include actions identified in the EIR, as well as methods of implementation. The MMRP will be comprised of mitigation measures from the EIR.

Raney will complete the following deliverables:

- Submit one electronic copy, in Microsoft Word and PDF formats, of the draft MMRP to the City with the Administrative Final EIR; and
- Submit 10 bound hardcopies and one electronic copy, in Microsoft Word and PDF formats, of the final MMRP to the City with the Final EIR.

Task 12 Prepare Screencheck Final EIR

The objective of this task is to revise the Administrative Final EIR in track change format based on the City comments received and prepare a Screencheck Final EIR.

Raney will complete the following deliverables:

- Conversations with the City staff to discuss the City comments and revisions to the Administrative Final EIR; and
- Submit one electronic copy, in Microsoft Word and PDF formats, of the Screencheck Final EIR to the City (with City edits incorporated).

Task 13 Prepare Final EIR

The objective of this task is to revise the Screencheck Final EIR, based on any additional comments from the City, in order to provide a thorough, responsive Final EIR. Raney assumes edits will only require editorial or other non-substantive changes to the Screencheck Final EIR.

Raney will complete the following deliverables:

- Submit 10 bound hardcopies, with appendices on a flash drive in the back cover, if applicable, and one electronic copy, in Microsoft Word and PDF formats, of the Final EIR to the City.

Task 14 Prepare Findings of Fact and Statement of Overriding Considerations and Notice of Determination

The objective of this task is to prepare the required Findings of Fact/Statement of Overriding Considerations (FOF/SOC), pursuant to CEQA, that incorporate information regarding the project's environmental impacts disclosed in the EIR, and prepare a Notice of Determination (NOD), for approval by the City as necessary. Raney will prepare the FOF/SOC pursuant to CEQA Guidelines Section 15091 to provide the appropriate language to dismiss the project alternatives not selected, as well as language on the overriding considerations, if necessary, to describe the benefits of the project that may outweigh any adverse environmental effects.

Raney will complete the following deliverables:

- Submit one electronic copy of the draft FOF/SOC to City staff for City Attorney review;
- Submit one electronic copy of the final FOF/SOC to City staff with the Final EIR with revisions made based upon comments from City Attorney; and
- Prepare an NOD for filing at the County Clerk Recorder's Office and posting at the State Clearinghouse, should the project be approved.

Task 15 Assistance with Staff Reports for Planning Commission and City Council Hearings

As noted in the RFP, the City has requested assistance with the preparation of staff reports, exhibits and presentations. Raney assumes this assistance will be limited to the content of staff reports related to the environmental review process. Should the City request Raney's assistance with preparation of staff reports inclusive of findings, conditions of approval, and/or resolutions, Raney would amend this scope and budget accordingly.

Raney will complete the following deliverables:

- Provide assistance with preparation of staff reports, exhibits, and presentations for up to two Planning Commission hearings and one City Council hearing.

Task 16 Project Management, Meetings, and Hearings

The objective of this task is to ensure extensive coordination with City staff throughout the processing of the environmental document. For the purposes of this scope of work, Raney has assumed attendance at up to three in-person public hearings. Attendance at additional public hearings or meetings could easily be accommodated upon request and would be billed on a time-and-materials basis following Raney's standard billing rates.

Raney will complete the following deliverables:

- Project management by Vice President, Nick Pappani, serving as Project Director, and Division Manager/Air Quality Specialist, Angela DaRosa, serving as Project Manager;
- Project support from President, Tim Raney, AICP; Vice President/Air Quality Specialist, Rod Stinson; and Associate/administrative staff;
- Regular phone and e-mail communications with City staff, project stakeholders, and pertinent City, state, and local agencies throughout the process;
- Submit regular email progress reports to City staff;
- Prepare any necessary materials and/or presentations prior to the meetings, and answer questions and respond to comments as needed;
- Attendance at up to eight virtual in-progress meetings with the project team via Zoom;
- Facilitate and attend one NOP public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA;
- Attendance at one virtual working meeting with City staff to discuss public comments on the Draft EIR;
- Attendance at one virtual working meeting with City staff to discuss City comments on the Administrative Final EIR;
- Attendance at up to two Planning Commission hearings;
- Attendance at up to one City Council hearing; and
- Additional meetings and hearings can easily be accommodated upon request and would be billed on a time-and-materials basis following Raney's standard billing rates.

TENTATIVE SCHEDULE

The tentative schedule on the following page is based on Raney's experience preparing similar documents. Factors that could lengthen or shorten the schedule include dates of receipt of project information (including information from the applicant), length of document reviews and unanticipated issues arising from City staff, the project team, AB 52 requirements, or public review of the environmental documents.

Tentative Schedule Adams Street Hotel & Residences Project EIR		
MILESTONES & CRITICAL PATH	TIMING	ESTIMATED DATE
Notice to Proceed	To Be Determined	Week of November 3, 2025
Project Initiation Meeting and Receipt of VMT Analysis from the Applicant Team	Week of NTP	Week of November 3, 2025
Submit Draft NOP to the City for Review	Two Weeks from NTP	November 17, 2025
Receipt of City edits on Draft NOP	Two Weeks	December 3, 2025*
Receipt of VMT Analysis Peer Review from W-Trans	Four Weeks from Receipt of VMT Analysis	December 3, 2025*
Receipt of Remaining Applicant-Provided Technical Reports	Four Weeks from NTP**	December 3, 2025*
Submit Final NOP to the City	One Week from Receipt of City Comments	December 10, 2025
NOP Public Review Period (30 Days)	30 Days	December 15, 2025 to January 14, 2026
NOP Public Scoping Meeting	During Public Review Period	TBD
Receipt of Cultural Resources Study and Historic Resources Evaluation from EDS	45 Days from NTP	January 14, 2026
Receipt of Traffic Volumes from W-Trans	Eight Weeks from final Project Description/NOP	February 4, 2026
Receipt of Noise Study from Saxelby	Two Weeks from Receipt of Traffic Volumes	February 18, 2026
Receipt of Transportation Impact Study from W-Trans	Four Weeks from Traffic Volumes	March 4, 2026
Submit Administrative Draft EIR to the City for Review	4 Weeks from Receipt of All Technical Reports	April 1, 2026
Receipt of City Comments on Administrative Draft EIR	Three Weeks	April 22, 2026
Submit Screencheck Draft EIR to the City for Review	Two Weeks	May 6, 2026
Receipt of City Comments on Screencheck Draft EIR	One Week	May 13, 2026
Submit Draft EIR to the City	One Week	May 20, 2026
Public Review Period of Draft EIR (45 Days)	45 Days	May 21, 2026 to July 6, 2026
Submit Administrative Final EIR and FOF/SOC to the City for Review	Three Weeks from Close of Draft EIR Comment Period	July 27, 2026*

Receipt of City comments on Administrative Final EIR	Two Weeks	August 10, 2026
Submit Screencheck Final EIR to the City for Review	Two Weeks	August 25, 2026
Receipt of City Comments on Screencheck Final EIR	One Week	September 1, 2026
Submit Final EIR and FOF/SOC to the City	One Week	September 8, 2026
Public Review Period of Final EIR (10 Days)	Ten Days	September 9, 2026 to September 18, 2026
Planning Commission Hearing	TBD	September 2026
City Council Hearing	TBD	October 2026

*Extended due to holiday

**The estimated date to receive the technical reports from the applicant team is assumed to be four weeks from notice to proceed. The actual receipt date has not been provided.

III. CONSULTANT IDENTIFICATION & TEAM

Raney Planning & Management, Inc. is an independent and privately-owned professional services firm that has been providing public and private sector clients with land use planning and environmental services for 26 years. Our core services include preparation of CEQA and NEPA documentation, air quality studies, land use planning and entitlement processing, contract planning, and affordable housing professional services. Raney Planning & Management, Inc. was established in 1999 by Company President, Tim Raney, AICP, and has built a reputation as one of the most trusted, experienced, and highly regarded planning and environmental firms in northern California.

FIRM QUALIFICATIONS AND SERVICES

Over the past 25 years, Raney has completed over 1,000 CEQA, NEPA, air quality, and planning-related projects, ranging from unique and complex projects such as the Eastview Specific Plan Annexation EIR for the City of Galt to publicly controversial projects such as the Aggie Research Campus Subsequent EIR for the City of Davis. Raney has successfully completed the environmental review process for publicly controversial big box retail projects and large-scale specific plans and General Plans, as well as complex mining, timber conversion, solar, and sports complex projects. Raney has also prepared numerous environmental documents for standard residential, commercial, mixed-use, industrial, roadway, and infrastructure projects, including both privately-funded and publicly-funded projects. In addition, Raney has on-going relationships with top CEQA land use attorneys allowing Raney to stay current with recent case law informing appropriate CEQA practice. Through these relationships, Raney is able to prepare comprehensive and legally defensible documents. Raney serves its clients with pride and seeks to add value to the environmental review process, thereby alleviating the workload pressures typically placed on a client's staff. In addition, Raney consistently provides facilitation and direction throughout the processing of highly controversial projects through the engagement of project stakeholders, attention to details, and interactive discussions with staff.

CEQA DOCUMENTATION

Raney is an expert CEQA practitioner and typically serves as the prime environmental consultant for contracts. Raney has assisted public agencies with CEQA compliance for many types of projects, including new development/improvement projects as well as modified projects, the latter of which can often be reviewed under the provisions of PRC Section 21166 and CEQA Guidelines 15162, in the form of an Addendum, Subsequent EIR, or Supplemental EIR. Raney is proficient in preparing all types of CEQA documents, including categorical exemption memorandums/assessments, initial study/mitigated negative declarations, program-level EIRs, project-level EIRs, Addendums, Supplemental EIRs, and Joint CEQA/NEPA documents. Raney has prepared numerous CEQA documents for projects throughout the Bay Area including, but not limited to, the Saggio Hills Park Project CEQA Addendum and the Montage Healdsburg Resort Parking Lot Expansion Project CEQA Addendum for the City of Healdsburg; The Well at Sunset IS/MND and Livermore Assisted Living Facility for the City of Livermore; the Rosewood/Morgan Hill Medical Campus Project Subsequent EIR and The Gates Mixed-Use Project IS/MND for the City of Morgan Hill; the Faria/Southwest Hills Annexation EIR and the San Marco Commercial

Center EIR for the City of Pittsburg; Albers Ranch EIR and the Creekside Vineyards at Sand Creek EIR for the City of Antioch; and the Oakley Logistics and Intermodal Center EIR, Honey Creekside Residential Project IS/MND, and Oakley Shops at Laurel Fields IS/MND for the City of Oakley.

Raney also has experience providing CEQA documentation services to Bay Area communities similar in scale and geography to the City of St. Helena, such as the cities of Healdsburg, Petaluma, Cloverdale, Livermore, Morgan Hill, and the Town of Los Gatos. Raney has prepared several CEQA documents for the City of Livermore which is located east of the first coastal range of foothills that surround the San Francisco Bay Area and has mountain passes on the west and east connecting the Bay Area and the Central Valley. For example, Raney prepared an IS/MND for the Wine Country Inn Project which was located on a vacant 3.2-acre parcel within the South Livermore Valley Specific Plan (SLVSP). The project would include the development of the project site with a 29,345-sf, two-story building for a 30-room Wine Country Inn, restaurant, and caretaker's unit, as well as 61 on-site parking spaces. The Wine Country Inn and restaurant were permitted uses under the SLVSP; however, the caretaker's unit required a Conditional Use Permit. Raney prepared the IS/MND for the City and utilized several technical studies in support of the environmental analysis. The IS/MND was adopted and the project was approved by City Council. The project was later brought before the 1st District Court of Appeals, which ruled that the SLVSP explicitly requires a 100-foot setback and the proposed project did not meet this requirement. As a result of the Court of Appeals' ruling, City Council was required to reverse the adoption of the IS/MND and the project approvals. In 2023, Raney subsequently prepared an Addendum to the SLVSP EIR, under contract with the City, to evaluate proposed text amendments to Policy 4-7 of SLVSP pertaining to setbacks from Hansen Road for sites 5D1 and 5D2 (the Wine Country Inn project site), as well as development-level entitlements for the Wine Country Inn project. The text amendments would allow for development of the Wine Country Inn on site 5D2, as originally proposed, and provide consistency between the SLVSP and underlying zoning standards. Other sections of the Specific Plan were amended to be consistent with the revisions made to Policy 4-7. The City Council approved the project in May 2023.

Raney has also provided environmental review for Sonoma County and Mendocino County, both of which are geographically similar to Napa County, consists of a coastal terrace and inland river valleys containing the major population centers, rural residential settlements, and agricultural uses. Additionally, Raney has prepared over 15 environmental documents for Placer County, which consists of a distinct western slope region with rural unincorporated, agricultural communities and wineries in the Sacramento Valley and an eastern slope region consisting of unincorporated forest communities in the Lake Tahoe Basin. Raney completed the Winery and Farm Brewery Zoning Text Amendment EIR, which involved several proposed amendments to the existing Winery Ordinance to better serve the needs of the winery and farm brewery owners and surrounding residents, as well as promoting agritourism within the County. In addition, Raney prepared an EIR for the PlumpJack Inn project for Placer County, which consisted of demolition of the existing on-site hospitality structures (i.e., 60-room hotel and conference center) to construct a new, 61-room multi-level hotel, two residential condominium buildings totaling 34 units, and a subterranean parking garage. Given the scale, complexity, and location, the project was one of intense public scrutiny and required complex environmental analysis. Raney assembled and managed a team of technical sub-consultants which included a traffic engineer, noise consultant, hydrological

engineer, and a geologist to prepare necessary technical reports or technical peer reviews for the project. The size of the sub-consultant team necessitated extensive coordination between Raney and the sub-consultant team to ensure all issues had been addressed adequately and accurately on schedule and within budget. Additionally, Raney coordinated extensively between various agency departments in Placer County in order to prepare an Emergency Preparedness and Evacuation Plan (EPEP) to address wildland fire, which was incorporated into the Hazards Chapter of the EIR. Vice President, Nick Pappani, coordinated extensively between various agency departments including, but not limited to, CAL FIRE, Olympic Valley Fire Department, and the Olympic Valley Public Service District throughout the preparation of the EPEP.

Raney is confident that working with diverse jurisdictions throughout California provides Raney with the necessary experience to understand the differing environmental impacts of main concern in the City of St. Helena. Raney is committed to providing the City with unmatched services and will tailor our services to the values, goals, and policies of the community. Raney also currently serves as on-call consultants to several Bay Area jurisdictions including the cities of Antioch, Brentwood, Healdsburg, Livermore, Morgan Hill, Oakley, Pacifica, Pittsburg, and South San Francisco. Overall, Raney's experience in providing environmental and planning services to Bay Area communities has cultivated our understanding of the region's regulatory processes and knowledge of the environmental issues.

AIR QUALITY AND GHG EMISSIONS ANALYSES

Raney has completed over 200 Air Quality Assessments and GHG Analyses for public and private sector clients throughout California. Raney's air quality expertise ranges from private development projects, affordable housing projects, and large-scale specific plans, to unique and complex projects, such as mining and industrial projects. In addition, Raney has completed numerous HRAs for projects exposing nearby sensitive receptors, such as residential developments, to increased health risk impacts from TACs associated with gas dispensing facilities, diesel truck trips, and/or construction equipment to name a few. Over the years, Raney has developed excellent working relationships with local air quality management districts and has worked closely with representatives from the BAAQMD, Sacramento Metropolitan Air Quality Management District (SMAQMD), Yolo-Solano Air Quality Management District (YSAQMD), Placer County Air Pollution Control District (PCAPCD), Feather River Air Quality Management District (FRAQMD), and San Joaquin Valley Air Pollution Control District (SJVAPCD), among others.

What further separates Raney from other air quality firms is our unique understanding of how the air quality and GHG analyses fit into the overall CEQA/NEPA and planning process. Raney's reports can be utilized as stand-alone documents in conformance with CEQA/NEPA or prepared in a manner that is easily incorporated into a larger CEQA/NEPA document, such as an Initial Study or EIR. Raney works closely with the lead agency, the air district, and the applicant, as appropriate, to ensure that the mitigation measures are feasible, easy to understand, implementable, and straightforward to sign-off by the lead agency. All air quality and GHG studies are prepared consistent with the regulations and requirements of CEQA, the local air district, and the lead agency.

PEER REVIEWS OF APPLICANT-PROVIDED TECHNICAL REPORTS

As the prime environmental consultant, Raney routinely reviews technical reports prepared by consultants under contract with the applicant team. Raney's experienced staff can effectively review reports to ensure that all relevant CEQA topics are adequately addressed using current industry standard practices and state-of-the-art models and databases. Raney considers this type of peer review to be a "CEQA-level" peer review. Furthermore, Raney is experienced in providing peer reviews for background/technical reports. For example, the applicant for The Ridge residential subdivision project in Placer County provided numerous technical reports including a biological resources assessment, cultural resources assessment, geotechnical report, noise study, and traffic study. This required Raney to internally review the applicant's technical reports at the start of the EIR process and provide a peer review memo to the County which detailed Raney's findings regarding technical issues, but also to ensure consistency of assumptions used for all studies. The memo was then forwarded to the applicant team to address the peer review comments. Under contract with El Dorado County, Raney recently conducted the CEQA-level peer review of the Administrative Draft EIR, Screencheck EIR, and Draft EIR for the Generations at Green Valley EIR and its associated technical reports. As part of the peer review, Raney determined whether the documents complied with CEQA Guidelines and satisfied the content requirements of CEQA Guidelines Sections 15124 and 15125. Raney provided detailed findings and comments identifying issues for consideration, as well as recommendations aimed at remedying document deficiencies to the County, which were forwarded to the applicant team to address.

In some cases, it is necessary to have "technical" peer reviews performed, and in such cases, Raney typically contracts with technical experts for this purpose. For example, it may be desirable in some cases for a third-party traffic consultant to peer review a traffic report prepared by the applicant's traffic consultant, including a review of trip generation and distribution estimates, vehicle miles traveled (VMT), traffic volume estimates, etc. In such cases, Raney hires traffic experts who specialize in the field of traffic engineering.

RANEY KEY PERSONNEL

Company President Tim Raney, AICP, established Raney Planning & Management, Inc. in 1999 and has been serving as Principal for over 25 years. Since the firm's establishment, Raney has maintained the same key management staff for over a decade. Vice President, Nick Pappani, has been with Raney for 23 years; Vice President/Air Quality Specialist, Rod Stinson, has been with Raney for 20 years; Division Manager/Air Quality Specialist, Angela DaRosa, has been with Raney for 15 years; and Senior Planner, Kevin Valente, AICP, has been with Raney for 12 years. Together, the management team oversees a talented staff of writers and administrative personnel. Unlike many of the larger environmental consulting firms, Raney provides each of its clients with the management core of the company. This provides our clients with the greatest level and depth of experience on each project, as well as specialized client services.

Vice President, Nick Pappani, will serve as the Project Director and Division Manager/Air Quality Specialist, Angela DaRosa, will serve as Project Manager. As Project Director, Mr. Pappani would be responsible for conducting quality control review of the environmental document and would provide support, and offer expertise to the project management team throughout the duration of

the Adams Street Hotel & Residences Project. Mr. Pappani will be responsible for active communication and coordination with City staff during the CEQA process. As Project Manager, Ms. DaRosa will be responsible for overseeing the overall environmental review process, maintaining quality control during the preparation of the environmental document and managing any sub-consultants that may be needed for the Adams Street Hotel & Residences Project. On the following pages, please find a brief description of qualifications for Raney's key personnel. Raney has included resumes of the key team members in *Appendix C*.



NICK PAPPANI – VICE PRESIDENT

2002-Present

Role: Project Director

Mr. Pappani brings 23 years of environmental and planning experience to the Raney team. As Raney's Vice President, Mr. Pappani has served as the Project Director or Project Manager for CEQA and NEPA documents for jurisdictions throughout northern and southern California. Mr. Pappani has worked on a broad variety of projects, including residential, commercial/hotel, and industrial projects, as well as unique projects such as solar generating facilities and vineyard plans involving timberland conversion. As Raney's Vice President, Mr. Pappani takes pride in serving various public sector clients and helping them navigate the complex milieu of CEQA legislation and related case law to ensure that each environmental document is legally defensible and reflects current CEQA/NEPA practice. In addition to being an expert CEQA practitioner, who is respected in his field, Mr. Pappani has a background in wildlife biology, having received a Bachelor of Science degree in Wildlife Biology (cum laude) from Humboldt State University, Arcata, California. Prior to joining the Raney team, Mr. Pappani worked with a private consulting firm, as well as the federal government, conducting avian and vegetation surveys for threatened species in a variety of habitats. Mr. Pappani is also an articulate speaker, having given hundreds of presentations before decision-makers and the public, including answering questions related to Raney's environmental and planning documents. Mr. Pappani is also comfortable and competent when it comes to working on controversial projects, subject to intense public scrutiny. For example, Mr. Pappani has served as the Project Manager for several EIRs in the City of Davis. Such situations require not only an expert-level understanding of the regulations of CEQA and recent case law, but also a diplomatic and objective approach to responding to public concerns and comments.

ANGELA DAROSA – DIVISION MANAGER/ AIR QUALITY SPECIALIST

2010-Present

Role: Project Manager/Air Quality and GHG Technical Analysis

Ms. DaRosa brings 15 years of environmental experience to the Raney team with a background in CEQA, air quality, and engineering. Ms. DaRosa graduated from California Polytechnic State University, San Luis Obispo, with a Bachelor of Science degree in Environmental Engineering. Ms. DaRosa's background in engineering and technical writing allows her to analyze complex technical studies and integrate them into each project's environmental documents. As Division Manager with Raney, Ms. DaRosa provides project management and assists in the preparation and processing of various environmental and planning documents, such as EIRs, Initial Studies, NEPA compliance documents, and environmental land use and planning documents. Ms. DaRosa has successfully managed several environmental review projects, including, but not limited to, the Creekside Vineyards EIR and East and West 18th Street Warehouse Initial Studies for the City of Antioch; Lippi Ranch EIR for the City of Galt; UMass Redevelopment Consistency Checklist for the City of Davis; and the Brady Vineyard Subdivision EIR for Placer County. As an Air Quality Specialist, Ms. DaRosa works closely with Raney's in-house Air Quality Technician to prepare air quality and greenhouse gas analyses, including Health Risk Assessments, for Initial Studies and EIRs, as well as stand-alone analyses for various private-sector clients. In addition, Ms. DaRosa has prepared CAPs for the cities of Wheatland and Galt and a CAP/Sustainability and Adaptation Plan (SAP) for the Cosumnes CSD, and is in the process of preparing a CAP for the City of Manteca. Ms. DaRosa prepared analyses for projects located within the jurisdictional boundaries of a number of air districts throughout the State including, but not limited to, the BAAQMD, YSAQMD, SMAQMD, PCAPCD, and SJVAPCD. Project types for which Ms. DaRosa has prepared analyses include residential and mixed-use developments, fitness centers, industrial parks, shopping centers, warehouse expansions, medical centers, offices, and photovoltaic systems. Ms. DaRosa is proficient in the use of current air quality models, including CalEEMod, AERSCREEN, AERMOD, and HARP RAST.



TIMOTHY RANEY, AICP – PRESIDENT

1999-Present

Role: Project Support

As the President of Raney Planning & Management, Inc., Mr. Raney serves as the leader of the Raney team. Mr. Raney specializes in CEQA processing, planning, and public facilitation, bringing thirty years of experience to each project. Mr. Raney currently serves as the Community Development Director to the City of Wheatland and, together with Raney staff, has been providing contract planning services to the City since 2004. In addition, Mr. Raney previously served as the Interim Community Development Director for the City of Oakley while the City was completing its General Plan Update.

Since establishing the firm in 1999, Mr. Raney has successfully processed numerous CEQA, NEPA, and planning projects, including Initial Studies, Environmental Impact Reports, Environmental Assessments, and special planning projects such as the APA Award-winning Community Vision for the City of Wheatland. Mr. Raney's diverse experience includes unique and complex projects such as marinas, military base conversions, mining, and solar to large-scale specific plans, master plans, zoning code updates, and numerous private development projects for residential, commercial, mixed-use, industrial, and infrastructure/roadway.

Mr. Raney also has diverse experience in local government, including being Councilmember and Mayor of the City of Citrus Heights, Planner in the City of Sacramento's Planning Department, and previously serving on the Board of the Sacramento Metro Chamber Metro PAC and the Sacramento Tree Foundation. Mr. Raney has been involved in local government issues with the League of California Cities, the Commission on Local Governance for the 21st Century, and the Citrus Heights Chamber of Commerce. This experience gives Mr. Raney a better understanding of the needs and requirements of local government. Mr. Raney has a Bachelor of Science degree in Agricultural Economics from the University of California, Davis.



ROD STINSON – VICE PRESIDENT/AIR QUALITY SPECIALIST

2005-Present

Role: Project Support/Air Quality and GHG Technical Analysis

Mr. Stinson brings 20 years of environmental experience to the Raney team with a background in CEQA, air quality, and water resources. As Raney's Vice President, Mr. Stinson has served as the Project Manager in the preparation of numerous environmental and planning projects, including CEQA Initial Studies and EIRs as well as NEPA Categorical Exclusions and Environmental Assessments. Mr. Stinson has managed projects ranging from complex mining, solar, and infill projects to large-scale specific plans and general plans as well as standard residential, affordable housing, mixed-use, commercial, industrial, and infrastructure projects. In addition, Mr. Stinson serves as Raney's in-house Air Quality Specialist, with over ten years of experience in preparing air quality analyses for a variety of development projects. Mr. Stinson has completed numerous air quality impact and greenhouse gas analyses, working closely with lead agencies and local air districts throughout northern and southern California. In addition, Mr. Stinson has prepared CAPs for the cities of Wheatland and Galt and a CAP/SAP for the Cosumnes CSD, and is in the process of preparing a CAP for the City of Manteca. Mr. Stinson holds a Bachelor of Science degree in Forestry and Natural Resources Management with a concentration in Environmental Management from California Polytechnic State University, San Luis Obispo.

SUB-CONSULTANTS

With respect to providing CEQA compliance, rather than conducting all of the necessary technical studies in-house, Raney believes it is more efficient and effective to team with the known technical experts who specialize in a particular field. In this way, Raney can organize a unique team of

consultants for each project, who can bring their expertise “to the table” and provide the client with the most defensible documentation and reporting in the timeliest manner. The exception to this is air quality and GHG analyses which Raney prepares in-house, instead of sub-contracting.

As outlined in *Section II Project Approach, Scope of Work, and Deliverables*, Raney proposes to sub-contract with Evans & DeShazo to prepare a Cultural Resources Study and Historic Resources Evaluation, Saxelby Acoustics to prepare a Noise Study, and W-Trans to prepare a Transportation Impact Study for the proposed project. The contact information for both consulting firms is presented below.

Evans & DeShazo

*Cultural and Historic
Resources Analyses*
1141 Gravenstein Highway S
Sebastapol, CA 95472
Phone: (707) 823-7400
www.evans-deshazo.com

Saxelby Acoustics

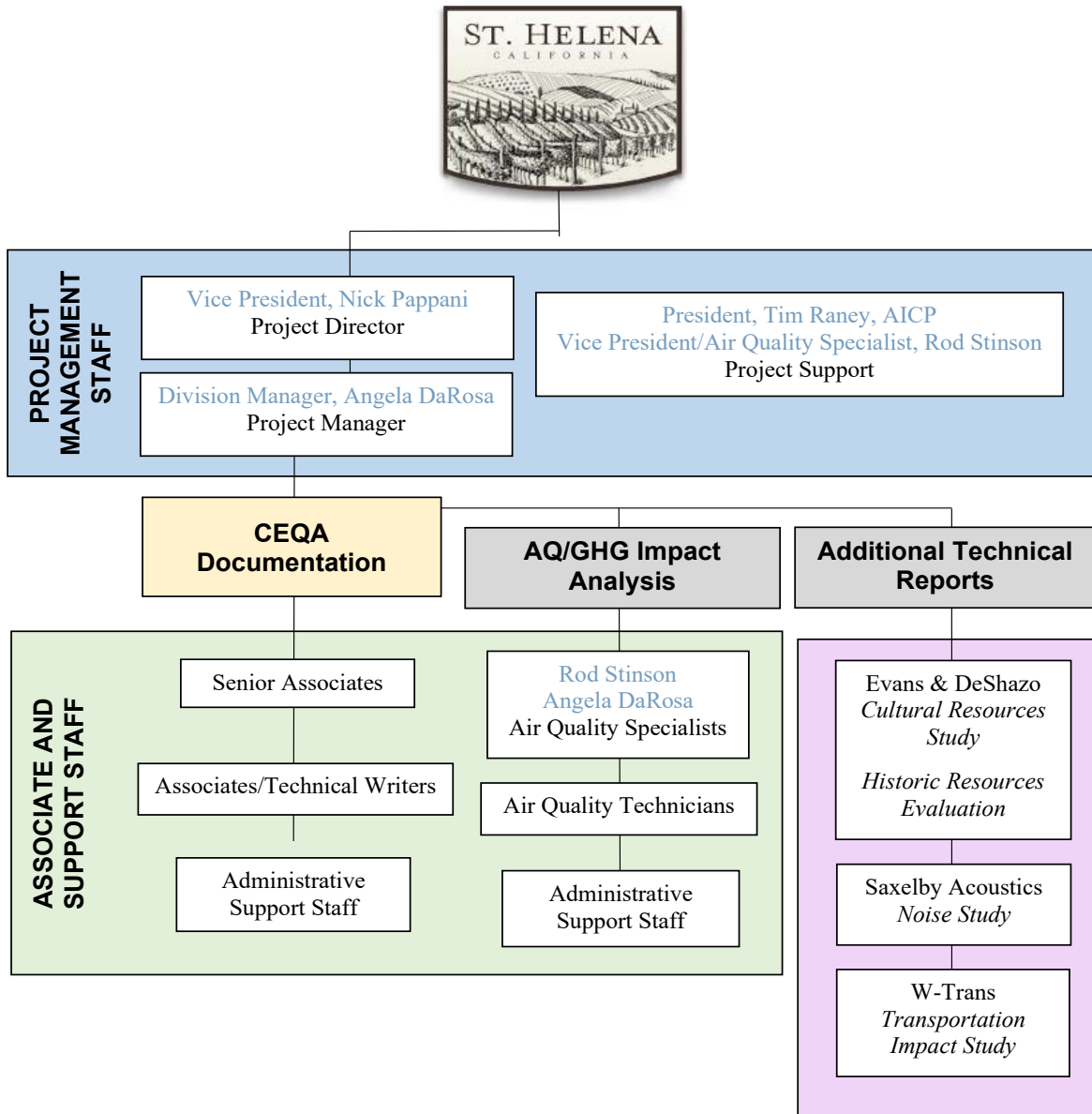
Role: Noise Analyses
915 Highland Pointe Drive
#250
Roseville, CA 95678
Phone: (916) 760-8821
www.saxnoise.com

W-Trans

Role: Traffic Impact Analyses
490 Mendocino Avenue,
Suite 201
Santa Rosa, CA 95401
Phone: (707) 284-7745
www.w-trans.com

ORGANIZATIONAL CHART

The following organizational chart highlights the structure of the project team for the Adams Street Hotel & Residences Project.



IV. RELATED PROJECT EXAMPLES AND REFERENCES

As requested in the RFP, the following section highlights several projects completed in the last five years where Raney provided environmental review services. In the examples provided, Raney was under contract with public agencies to provide environmental services. As previously noted, Raney has prepared over 1,000 CEQA documents for both public and private sector clients throughout the State of California. Further project experience may be provided upon request.

City of Healdsburg – Saggio Hills Affordable Housing Project IS Checklist/Addendum

Contact: Linda Ruffing, North Coast Community Planning

Address: 401 Grove Street, Healdsburg, CA 95448

Phone: (707) 272-2343

Email: linda@nccplanning.com

Date Completed: September 2022

Final Budget (including sub-consultant costs): \$32,314

Raney Key Personnel: Former Senior Vice President, Cindy Gnos, AICP, as Project Director and Vice President, Nick Pappani, as Project Manager

The Saggio Hills Project was evaluated pursuant to CEQA and the City certified the EIR in 2007. However, the City's actions were challenged in Court in 2008 due to three specific issues that were found to be inadequate in the 2007 EIR. In 2010, a Final Partial Revision to the 2007 EIR was prepared, and both the 2007 EIR and the 2010 Final Partial Revision to the 2007 EIR were certified, and the Saggio Hills Project was approved. The 2007 Saggio Hills Project, as evaluated in the certified EIR and the 2010 Final Partial Revision to the 2007 EIR, consists of 258.5 acres with a combination of land uses, including a 91.11-acre resort hotel, 70 resort residences and resort villas, up to 150 affordable housing units, a 38.64-acre community park, open space, a system of public and private trails, a pump station, and a City fire substation, as well as on- and off-site infrastructure and roadway improvements.

The proposed project modified the previously approved project and included the development of approximately 118 affordable housing units on a 12.4-acre site of the Saggio Hills Area Plan in the City of Healdsburg. The project site would be divided into six areas which would consist of an outdoor amenity area including community gardens and picnic areas; a one-story, 2,957-sf community building; four, three-story residential buildings containing 42 units; two, three-story residential buildings containing 48 units; and two, three-story buildings containing 18 units. All rentals would be deed restricted for use by households with a broad range of incomes up to 80 percent of the area median income (AMI) and with ten percent of the rental units reserved for residents with intellectual and development disabilities. The for-sale units would be deed-restricted for sale to households with up to 120 percent AMI.

Under contract with the City, Raney prepared an Initial Study Checklist/Addendum that focused on whether the Saggio Hills Affordable Housing Project would result in new significant impacts or substantial increase in the severity of significant impacts previously identified in the 2007 Saggio Hills Project EIR and the 2010 Final Partial Revision to the 2007 EIR as a result of changes to the

project or the circumstances under which the project would be undertaken. The IS Checklist/Addendum was adopted by the City of Healdsburg and the project was approved.

City of Livermore – Wine Country Inn IS/MND and Addendum to the South Livermore Valley Specific Plan EIR

Contact: Steve Riley, Acting Planning Manager
Address: 1052 South Livermore Avenue, CA 94550
Phone: (925) 960-4461
Email: sriley@cityoflivermore.net

Date Completed: IS/MND- August 2019
 Addendum- April 2023

Final Budget: IS/MND- \$20,000
 Addendum- \$15,320

Raney Key Personnel: Vice President, Nick Pappani as Project Director and Division Manager/Air Quality Specialist, Angela DaRosa, as Project Manager

The proposed Wine Country Inn project is located on a vacant 3.2-acre parcel within the South Livermore Valley Specific Plan. The proposed project will include the development of the project site with a 29,345-sf, two-story building for a 30-room Wine Country Inn, 77-seat restaurant, and caretaker's unit, as well as 65 on-site parking spaces. Ingress and egress are proposed to be provided by a new driveway located off Hansen Road to the northern portion of the project site. The Wine Country Inn and restaurant are permitted uses under the South Livermore Valley Specific Plan (SLVSP); however, the caretaker's unit will require a Conditional Use Permit (CUP). Raney prepared the IS/MND for the City and utilized several technical studies in support of the environmental analysis. The IS/MND was adopted and the project approved by City Council. However, a lawsuit was filed in 2020, which argued that the proposed project failed to meet the SLVSP's 100-foot setback requirement with respect to Hansen Road; the Superior Court denied the petition. The project was later brought before the 1st District Court of Appeals, which ruled that the SLVSP explicitly requires a 100-foot setback and the approved project does not meet this requirement. As a result of the Court of Appeals' ruling, City Council was required to reverse the adoption of the IS/MND and the project approvals.

In 2023, Raney prepared an Addendum to the SLVSP EIR, under contract with the City, to evaluate proposed text amendments to Policy 4-7 of SLVSP pertaining to setbacks from Hansen Road for sites 5D1 and 5D2 (the Wine Country Inn project site), as well as development-level entitlements for the Wine Country Inn project, such as a CUP for a caretaker's unit and Site Plan and Design Review. The SLVSP text amendment to revise Policy 4-7 would provide consistency with the zoning standards and clarify that a 50-foot setback, rather than a 100-foot setback, would be required from Hansen Road for sites 5D1 and 5D2. The text amendment would allow for development of the Wine Country Inn on site 5D2, as originally proposed, and provide consistency between the SLVSP and underlying zoning standards. Other sections of the Specific Plan were amended to be consistent with the revisions made to Policy 4-7. The City Council adopted the Addendum to the SLVSP EIR and the Wine Country Inn project was approved.

City of Davis – University Commons EIR and Davis Collections (University Commons) Environmental Consistency Analysis

Contact: Sherri Metzker, Director of Community Development and Sustainability

Address: 22 Russell Boulevard, Suite 1, Davis, CA 95616

Phone: (530) 757-5610

Email: smetzker@cityofdavis.org

Date Completed: EIR- August 2020

Environmental Consistency Analysis- February 2023

Final Budget (including sub-consultant costs): EIR- \$259,732

Environmental Consistency Analysis- \$28,249

Raney Key Personnel: Former Senior Vice President, Cindy Gnos, AICP, as Project Director and Vice President, Nick Pappani as Project Manager

The University Commons project would redevelop the existing University Mall site, a 103,695-sf commercial shopping center with numerous tenants across from the University of California, Davis. The proposed project would include the reconfiguration and replacement of the existing site and buildings to create a new mixed-use development. The project would intensify and revitalize the center and result in approximately 264 multi-family residential units and 136,800-sf of retail space. In addition, the project would include the construction of a new, three-story parking garage with 518 parking spaces. The proposed project's entitlements include a General Plan Amendment and Rezone, which will address the general development intensity, standards, uses, and design concept. Raney also analyzed four alternatives to the proposed project which included the No Project Alternative, Retail Project Only Alternative, Existing Zoning Mixed Use Build Out Alternative, and Low Parking Alternative. The project received considerable controversy, which required ongoing and extensive coordination with the lead agency throughout the process. Raney assisted the City staff in making presentations to the decisionmakers at the public hearings. The project was approved and the EIR was certified by the Davis City Council.

The Davis Collections project would include the development of the retail portion of the University Commons project subject to minor changes. The Davis Collections project would include demolition of the existing shopping center and redevelop the site with a total of 101,246 sf of retail uses. The existing 13,210 sf Trader Joe's grocery store in the southwest portion of the site would remain, and the project would result in a total of 114,456 sf of commercial uses on-site, an increase of approximately 4,566 sf relative to the existing shopping center. Overall, the proposed project would allow the site to continue operating as a community retail center with additional square footage. Raney prepared an Environmental Consistency Checklist to analyze whether the proposed Davis Collections project was within the scope of the 2020 EIR, and whether construction or operation of the project would result in any new or substantially more severe significant environmental impacts than those identified in the 2020 EIR, or require new mitigation measures. The project was subsequently approved and is under construction.

City of Brentwood – Bridle Gate EIR and Revised EIRContact: Erik Nolthenius, Planning ManagerAddress: 150 City Park Way, Brentwood, CA 94513Phone: (925) 516-54-5Email: enolthenius@brentwoodca.govDate Completed: EIR- October 2020

Revised EIR- August 2023

Final Budget (including sub-consultant costs): EIR- \$184,449

Revised EIR- \$163,367

Raney Key Personnel: Former Senior Vice President, Cindy Gnos, AICP, as Project Director and Vice President, Rod Stinson, as Project Manager

The Bridle Gate project included a subdivision of the 139-acre project site for development of 252 single-family homes, future development of up to a 258-unit apartment complex, 19.59 acres of future commercial development, and dedication of 4.3 acres of land to the City of Brentwood for use as public parks. In addition, the project included an option to develop an 11.35-acre section of the site as an elementary school, or, alternatively, as a residential development with 63 single family units. The project included two parcels to be dedicated to the City of Brentwood for use as public parks. The parks included landscaping elements and provided recreational amenities for residents of the proposed single-family subdivision. The project also included water, sewer, and stormwater utility improvements. Raney prepared an EIR under contract with the City of Brentwood. After many years of processing and many project revisions, the City Council ultimately denied the project.

A revised application pursuant to SB 330 for the Bridle Gate project was submitted in 2022, which included development of 286 single-family residences, a 6-acre park located in the northwestern corner of the site, a centrally located 3.39-acre park, and 25 acres of open space on the western portion of the site. The applicant team provided several updated technical reports for use in the analysis. Raney assembled a team of consultants to conduct technical peer reviews of the applicant's reports, including the Habitat Plan Planning Survey Report, Environmental Noise Assessment, and VMT Assessment. The City determined that the revised application was similar to the prior 2020 Bridle Gate project. Therefore, Raney prepared a Revised EIR and provided planning services for the revised project.

Placer County – SNOW Sports Museum and Community Cultural Center EIRContact: Leigh Chavez, Environmental CoordinatorAddress: 3091 County Center Drive, Suite #19, Auburn, CA 95603Phone: (503) 745-3077Email: lchavez@placer.ca.govDate Completed: February 2024Final Budget (including sub-consultant costs): \$156,694Raney Key Personnel: Former Senior Vice President, Cindy Gnos, AICP, as Project Director and Vice President, Nick Pappani, as Project Manager

The proposed project would include development of a museum and community cultural center building celebrating the 1960 Winter Olympics and the history of winter sports in the Sierra Nevada. The project site consists of a portion of the 26.8-acre Olympic Valley Park site, and would be located between the Olympic Valley Park driveway parking lot entrance and the existing pickleball courts. In addition, the Olympic Valley Park facilities are located to the south and west of the proposed project site. The proposed development would include the construction of a 20,000 square foot (sf), two-story building, as well as site improvements and on-site amenities. Amenities would include outdoor gathering spaces, such as a plaza deck to be located south of the building and a V-shaped garden to be located east of the building. Other improvements would include landscaping and utility installation, as well as improvements to the existing facilities at Olympic Valley Park. As part of the proposed project, approximately 109 trees would be removed. A portion of the existing parking lot would be resurfaced and a total of 121 parking spaces would be provided. The proposed project would require County approval of a Rezone, Text Amendment to Section 12.24.040 of the Placer County Governmental Code, Conditional Use Permit (CUP), Design Review, and potential Minor Land Division. Under contract with Placer County, Raney prepared an EIR evaluating development of the proposed project. The primary environmental issues of concern for the SNOW Sports Museum project included Aesthetics, Air Quality and GHG Emissions, Noise, Transportation, and Wildfire. For example, given the project site's location within a Very High Fire Hazard Severity Zone, an Emergency Preparedness and Evacuation Plan was prepared by Atlas Solutions, under contract with Raney, and the results of the Plan were included in the Wildfire chapter of the EIR. The EIR was certified by the County Board of Supervisors.

V. FEE PROPOSAL

The following cost spreadsheet outlines the budget for the Adams Street Hotel & Residences Project EIR. The cost for completion of the EIR is anticipated not to exceed **\$240,172**. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the chart on the following page. Costs for CEQA document preparation will be billed on a not-to-exceed basis, following Raney standard billing rates included in the attached spreadsheet. It should be noted, however, as indicated below, that the cost for the preparation of the Final EIR is based upon the receipt of a reasonable number of comments (anticipated not to exceed 50 comments) on the Draft EIR. Should the comments be excessive or require additional technical analysis, Raney would negotiate with the City immediately to determine a reasonable cost for completion of the Final EIR.

The following assumptions were used in the calculations:

- Raney will attend meetings with City staff and the project team, as well as public hearings as described in the scope of work. Raney assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet.
- Additional meetings and hearings are easily accommodated and will be billed on a time-and-material basis following Raney's billing rates.
- Raney costs are based on the assumption that the existing data and information for the City and the project area is accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the Administrative and Screencheck Draft EIRs and Administrative and Screencheck Final EIRs have been assumed. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide the City and the project team the number of copies of the documents as indicated in the technical scope of services. The printing budget included in the cost sheet is Raney's best estimate based upon printing other EIRs for similar projects and the electronic copies assumed herein. However, because the size of the EIR that is the subject of this scope is not yet known, it is impossible for Raney to reasonably include a fixed not-to-exceed cost for the printing of this EIR (which may be multiple volumes depending upon not only the size of the technical analysis in the body of the EIR but also the size of the proposed technical reports). Therefore, the City will be billed for the actual printing costs, which shall be paid prior to release of the Final EIR.
- Raney assumes that the appendices to the EIR will be submitted on flash drives attached to the back cover.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.

Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional meetings or hearings; out of scope printing of additional copies of reports;

analysis of additional issues beyond those discussed in this proposal, or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the environmental documents. Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

PROPOSED COST ESTIMATE								
Adams Street Hotel & Residences Project EIR								
		Project Director	Project Manager	Senior Associate	Air Quality Specialist	Air Quality Technician	Associate	Cost Per Task
Task 1	Project Initiation	3	3					\$ 1,230
Task 2	Peer Review of Applicant-Provided Technical Reports	10						\$ 2,150
Task 3	Agency Coordination (including Assistance with AB 52/SB 18 Tribal Consultation)		4	2			10	\$ 2,440
Task 4	Project Description	3	4	3			14	\$ 3,780
Task 5	Prepare the NOP	2	2	3			12	\$ 2,905
Task 6	Prepare 1st Administrative Draft EIR	8	12	12			22	\$ 8,890
Technical Sections								
Task 6.1	Introduction, Executive Summary, and PD	3	4	4			18	\$ 4,475
Task 6.2	Environmental Setting, Impacts, Mitigation Measures							
a	Air Quality and GHG Emissions	4	6	6			36	\$ 7,820
b	Noise	4	6	6			36	\$ 7,820
c	Transportation	4	6	6			36	\$ 7,820
d	Utilities and Service Systems	4	6	6			38	\$ 8,090
e	Other Effects	6	9	8			45	\$ 10,360
e.1	AQ/GHG Technical Analysis				10	12		\$ 3,610
e.2	Construction HRA				10	30		\$ 6,400
Other Sections								
Task 6.3	Statutorily Required Sections	2	4	4			14	\$ 3,720
Task 6.4	Alternatives	3	7	5			32	\$ 7,105
Task 7	Prepare 2nd Administrative Draft EIR	5	10	8			36	\$ 9,125
Task 8	Prepare Screencheck Draft EIR	2	5	4			12	\$ 3,645
Task 9	Prepare Public Review Draft EIR	2	3	3			7	\$ 2,425
Task 10	Prepare Administrative Final EIR	5	8	8			32	\$ 8,195
Task 11	Prepare MMRP	1	3				5	\$ 1,475
Task 12	Prepare Screencheck Final EIR	3	5	6			16	\$ 4,710
Task 13	Prepare Final EIR	1	2	3			10	\$ 2,420
Task 14	Prepare FOF/SOC and NOD	3	6				20	\$ 4,515
Task 15	Assistance with Staff Reports for Planning Commission and City Council Hearings	3	2				8	\$ 2,115
Task 16	Project Management, Meetings, and Hearings	40	95					\$ 27,125
	Total Hours	121	212	97	20	42	459	
	Hourly Rate	\$ 215	\$ 195	\$ 155	\$ 175	\$ 155	\$ 135	
	Total EIR Labor	\$ 26,015	\$ 41,340	\$ 15,035	\$ 3,500	\$ 6,510	\$ 61,965	\$ 154,365
Subconsultants and Expenses								
	Copying/Printing*						\$ 3,000	
	Subconsultant: Evans & De Shazo						\$ 21,938	
	Subconsultant: Saxelby Acoustics						\$ 10,168	
	Subconsultant: W-Trans						\$ 42,900	
	10% Administrative Fee						\$ 7,801	
Total Budget								\$ 240,172
* Estimate only, To Be Billed at Cost								

APPENDIX A: W-TRANS SCOPE OF WORK





October 13, 2025

Mr. Nick Pappani
Raney Planning & Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834

Proposal to Prepare a Transportation Impact Study for the Adams Street Hotel & Residences Project

Dear Mr. Pappani;

W-Trans is pleased to provide this updated proposal to evaluate potential transportation impacts associated with the Adams Street Hotel & Residences project to be located at 1001 Adams Street in the City of St. Helena. The following scope of services suggested to identify the project's potential transportation impacts was modified to address comments from staff at the City of St. Helena.

Understanding

We understand that the project as proposed includes a 5-story luxury hotel with retail/commercial uses on the ground floor, 75 rooms and 13 for-sale condos on floors two to five, and an underground parking garage.

The VMT assessment is to be completed by Fehr & Peers, so our work would be limited to a peer review. Further, while an operational study was not identified as being needed in the RFP, the City has asked that an operational analysis of four intersections be included.

Study Area and Periods

The study area will consist of the section of Adams Street fronting the project site and the project access point(s) as well as four intersections to be chosen with input from City staff. Conditions during the weekday and weekend p.m. peak periods will be documented.

Tasks

CEQA Study

1. A kick-off meeting will be attended to obtain all necessary information for the analysis.
2. In conjunction with the kick-off meeting, a field visit of the project site and study area will be conducted. Specific attention will be paid to sight distance for both exiting and entering movements at the site's driveway location and potential conflicts with other driveways. Appropriate field notes and photos will be taken. A brief speed survey will be performed to determine applicable approach speeds for use in evaluating adequacy of sight distance if appropriate.
3. Traffic counts for Adams Street will be obtained for a period of 48 hours to include a Friday and Saturday.
4. The programmatic EIR for the City's 2040 General Plan will be reviewed and applicable policies and analysis extracted for use in the transportation study.
5. The project's potential to impact facilities for pedestrians, bicyclists, and transit riders will be evaluated within the context of City policies.

Mr. Nick Pappani

Page 2

October 13, 2025

6. The trip generation for the project will be determined based on standard rates published by ITE in *Trip Generation Manual*, 12th Edition, 2025.
7. The project's anticipated impact in terms of Vehicle Miles Traveled (VMT) as determined by Fehr & Peers will be reviewed and incorporated into the checklist.
8. Trips from the project will be used to evaluate the potential need for improvements at the project driveway to accommodate project-generated traffic. The need for turn lanes will be evaluated in terms of volume, adequacy of sight distance and safety considerations.
9. The adequacy of emergency access and the project's potential impact on emergency response times will be assessed.
10. Recommended mitigation measures intended to address any impacts identified as potentially significant will be developed.
11. A draft transportation impact study will be prepared and provided for internal review.
12. Any comments will be addressed to achieve a draft for staff review. A virtual meeting with staff is assumed to be held in conjunction with receiving comments.
13. Comments from staff will be addressed to allow preparation of a final version of the transportation impact study.

Operational Study

The study area for the operational study would include up to four intersections to be selected with input from City staff. As noted above, the study periods are proposed to include the weekday and weekend p.m. peak periods. The following tasks are proposed for the operational study.

14. Turning movement counts will be obtained at all four study intersections during both peak periods.
15. Existing conditions will be documented based on the counts obtained and observations during the site visit. These results will be presented in text; a Level of Service table; figures showing existing lane geometries, controls, and volumes; and calculation output.
16. A list of projects that have been approved and/or are pending approval in the study area will be obtained from City staff and used to determine short-term Existing plus Approved, or Baseline, volumes. The results of the analysis of this scenario will be presented in the same detail as indicated for Existing conditions.
17. Future volumes at the study intersection as developed by the County's model or other relevant sources will be used to project future operating conditions assuming planned future infrastructure improvements, if there are any.
18. Project trips will be distributed to the roadway network and operating conditions at the study intersections evaluated under Existing plus Project, Baseline plus Project, and Future plus Project conditions.
19. Volume data, including the traffic counts and all volumes derived for the various scenarios, will be provided to Raney for use by other consultants.
20. The project's proposed parking supply will be evaluated to determine if it meets applicable requirements. If appropriate, a comparison will be made to industry standard parking demand rates.

Mr. Nick Pappani

Page 3

October 13, 2025

21. Recommendations will be developed to address any operational deficiencies identified.
22. The draft report for the CEQA analysis would be expanded to provide details of the operational analysis and findings, together with tables and figures. The draft will be submitted for internal review.
23. Your comments will be addressed, and an updated draft report submitted to City staff for their review. Copies of the calculations will be included in the City's draft report.
24. Comments from City staff will be addressed, and a final report submitted.

EIR

25. Assistance will be provided in converting the text from the traffic study to an appropriate format for an EIR, including the addition of relevant policies.
26. Comments on the administrative draft EIR transportation section will be addressed.
27. Comments from the public will be addressed. It is noted that given the issues that are now relevant under CEQA, there is considerably less potential for public comment on traffic than typically occurred when operation was included. As a result, a minimal amount of time is expected to be needed for this task.
28. The Project Manager will attend up to two hearings on the EIR and two virtual meetings.

Exclusions – The scope of services includes only those items that are specifically identified above. Any additional services, such as meetings or hearings, requests for analysis not included in this scope, multiple rounds of comments, or responding to peer review comments, if needed could be provided on a time and materials basis after receiving written authorization for the extra work.

Schedule and Budget

The results of the peer review can be provided within four weeks of their receipt. The volume data can be provided within six to eight weeks from receipt of the signed contract and final project description. The draft CEQA and operational studies can be submitted for your comments within approximately ten to twelve weeks following project initiation, or approximately four weeks after the volumes are provided. Our services will be conducted on a time and materials basis at the rates indicated on the enclosed sheet. Monthly invoices will be provided electronically unless a hard copy via mail is requested. The estimated maximum fee for this work is \$42,900.

Please provide your contract documents for my signature. This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for asking us to be a part of your team for this proposal.

Sincerely,



Dalene J. Whitlock, PE (Civil, Traffic), PTOE
Senior Principal

DJW/djw/SHE022.P1

Enclosure: 2025 Fee Schedule



Fee Schedule

2025 Staff Billing Rates

Position	Billing Rate (per hour)
Senior Principal	\$320 – \$380
Principal	\$240 – \$320
Senior Engineer/Planner	\$205 – \$235
Engineer/Planner	\$190 – \$215
Associate Engineer/Planner	\$160 – \$180
Assistant Engineer/Planner	\$135 – \$165
Technician/Administrative	\$125 – \$160
Intern	\$40 – \$80
Field Technician	\$30 – \$75

2025 Expense Charges

Item	Charge
Mileage	\$0.77/mile*
Services and Expenses	10% - 15% surcharge

These rates are valid for work performed prior to December 31, 2025. Work performed after January 1, 2026, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.70/mile effective January 1, 2025) plus 10 percent.

APPENDIX B: EVANS & DESHAZO SCOPE OF WORK





EVANS & DE SHAZO, INC.
ARCHAEOLOGY HISTORIC PRESERVATION

1141 Gravenstein Highway S
Sebastopol, CA 95472
Tel. 707-823-7400
www.evans-deshazo.com

October 14, 2025¹

Raney Planning & Management, Inc.
Attn: Megane Browne-Allard
Marketing Director/Associate
mbrowneallard@raneymanagement.com

SUBJECT: *Scope of Work and Cost Estimate for the “Adams Street Hotel and Residences Project,” St. Helena, Napa County.*

Evans & De Shazo, Inc. (EDS) is pleased to provide Megane Browne-Allard of Raney Planning & Management, Inc. (client) with a scope of work (SOW) and cost estimate to prepare a Cultural Resource Study (CRS) and a Historic Resources Evaluation (HRE), and Local Assessment in support of an Environmental Impact Report (EIR) for the “Adams Street Hotel and Residences Project” at 1001 Adams Street in St. Helena, Napa County, within Assessor Parcel Numbers (APNs) 009-201-030 and 009-201-031 (Project Area). The Project Area currently consists of the 1976 Bank of America building, associated landscape, and parking lot. The proposed Project consists of demolishing the current built environment resources within the Project Area and constructing a new contemporary, five-story, 75-room (aka key) luxury hotel with 13 for-sale condominium units and amenities, including a second-story restaurant and bar, a spa and wellness facility, a conference center, a street-facing café and lounge, a retail store, an outdoor pool, a gym/activity center, and various other uses (Project). The proposed Project is subject to review under the California Environment Quality Act (CEQA), and the City of St. Helena Municipal Code findings in Chapter 17.10, Historic Designation – to access the historic resource status of the 1976 building for local listing based on the municipal code criteria for local listing.

SCOPE OF WORK

The SOW to complete the CRS and HRE includes the following tasks.

Task 1. Project Management

A Project Manager will be assigned to be the client's primary contact, manage task completion, perform contract administration, planning, scheduling, and budgeting, and ensure the studies are completed on time and within budget.

Task 2. Map Preparation and GPS Data Processing

EDS will prepare various maps for the studies, including a Project vicinity map, a Project location map depicting the Project Area on the USGS 7.5-minute quadrangle, a survey coverage map, a resource location map, and any other maps necessary for research or documentation purposes. GPS data processing includes the post-processing of GPS-collected field data and the incorporation of GPS-collected field data into ArcGIS for mapping purposes.

¹ Original proposal submitted to Raney Planning & Management, Inc. on August 20, 2024.



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Task 3. Literature Search and Review

3a. Record Search and Literature Review for the CRS

EDS will complete a record search and literature review for the Project Area. A record search will be conducted at the Northwest Information Center (NWIC) of the California Historical Resources Information Systems (CHRIS) to obtain and review previous cultural resource studies and resource records pertaining to the Project Area and land located within 0.25-miles of the Project Area, or a greater distance if warranted. The literature review will review relevant precontact, ethnohistoric, and historical references, historical maps, and aerial photographs, and other information to provide a cultural setting for the Project Area and assess the potential/sensitivity for buried archaeological resources within the Project Area that may not be identifiable on the surface. A Native American Sacred Lands File (SLF) search will also be conducted.

3b. Literature Search and Review for HRE

EDS will review the literature search documentation obtained at the NWIC as part of Task 3a. EDS will also conduct historical research at local repositories, including the Napa County Assessor, the St. Helena Library, the St. Helena Historical Society, and other local repositories as needed. In addition, EDS will review documents and digital files available at EDS and various online sources. EDS will also review the "Charter Oak District,"² a local historic district where the Project Area is located. The literature search and review results will ensure a thorough understanding of the area's history and the ownership and occupancy history of the built environment resources within the Project Area. This will help facilitate the development of appropriate contexts to evaluate the historical significance of the built environment resources.

Task 4. Surveys

4a. CRS Survey

A reconnaissance level survey of the Project Area will be completed by a Secretary of Interior qualified Archaeologist to identify and record any potentially significant cultural resources (other than the built environment resources) that may be present. The field strategy will include an on-foot visual inspection of all portions of the Project Area utilizing linear transects, or another method deemed feasible based on local conditions. No artifacts will be collected during the field survey. Any cultural resources identified within the Project Area (other than the built environment resources) will be documented on Department of Parks and Recreation (DPR) 523 forms.

4b. Historic Architectural Survey

A Secretary of Interior qualified Architectural Historian will conduct an intensive-level survey of the built environment resources within the Project Area. During the historic architectural survey, the built environment resources will be photographed, and the physical characteristics of the built environment resources and associated landscape/parking lot will be documented and assessed. The documentation

² The local Charter Oak District was identified in a survey by Napa County Landmarks in 1978.



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of the built environment resources will include architectural style, forms, character-defining features, materials, and alterations, as applicable. The built environment resources will also be recorded on DPR 523 forms.

Task 5. Deliverables

5a. CRS Report

EDS will prepare a CRS report that will include a cultural setting for the Project Area, a discussion of the methods used to complete the study, and the study results. The report will include Project-specific recommendations if any cultural resources (other than the built environment) are identified, or if the Project Area is found to have an elevated potential/sensitivity for archaeological resources that are buried or obscured by the existing building and parking lot. Deliverables will include a draft CRS report and a final CRS report. The final CRS report and any associated DPR 523 forms will be submitted to the NWIC for incorporation into the CHRIS.

5b. Historic Resource Evaluation Report, Local Assessment, and DPR 523 Forms

EDS will prepare an HRE report that will include historical context, descriptions of the built environment resources within the Project Area, and a significance evaluation regarding the CRHR eligibility of the built environment resources. Deliverables will include a draft HRE report, a final HRE report, and DPR 523 forms. EDS will also complete an assessment for local listing following the City of St. Helena municipal code and guidelines. The final report and associated DPR 523 forms will be submitted to the NWIC for incorporation into the CHRIS.

Task 6. EIR Guidance and Assistance

EDS will guide and assist Raney regarding the Cultural chapter of the draft and final EIR, such as writing summaries related to the Cultural Resources Study and Historic Resource Evaluation reports, and addressing public comments and stakeholder inquiries, as needed.

Task 7: Virtual/In-Person Meetings, Conference Calls, and Phone Calls

If needed, EDS Principals will participate in public hearings/meetings (Scoping Meetings, Planning Commission, and City Council hearings) and assist with preparing presentation documents and exhibits. It is anticipated to include one (1) public scoping session, two (2) Planning Commission hearings, and one (1) City Council hearing.

PROPOSED SCHEDULE

If a notice to proceed (NTP) is received by October 27, 2025, EDS can complete the SOW within 45 business days from the start date of November 3, 2025. However, if the NTP is provided after November 3, 2025, please contact EDS for an updated start date, which will be based on EDS' current availability calendar.



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COST ESTIMATE

Task 1. Project Management

Staff Position and Rate:	Project Manager (\$150.00 hourly rate)
Time for Completion:	5.0 hours
Estimated Cost:	\$750.00

Task 2. Map Preparation and GPS Data Processing

Staff Position and Rate:	GIS Specialist (\$115.00/hour)
Time for Completion:	3.0 hours
Estimated Cost:	\$345.00

Task 3: Literature Search and Review

3a. Staff Position and Rate:	Principal Archaeologist (\$165.00/hour)
Time for Completion:	6.0 hours
Estimated Cost:	\$990.00

3b. Staff Position and Rate:	Architectural Historian (\$130.00/hour)
Time for Completion:	6.0 hours
Estimated Cost:	\$780.00

Task 4: Surveys

4a. Staff Position and Rate:	Archaeologist (\$95.00/hour)
Time for Completion:	4.0 hours
Estimated Cost:	\$380.00

4b. Staff Position and Rate:	Principal Architectural Historian (\$165.00/hour)
Time for Completion:	5.0 hours
Estimated Cost:	\$825.00

Task 5: Deliverables

5a. Staff Position and Rate:	Principal Archaeologist (\$165.00/hour)
Time for Completion:	12.0 hours
Staff Position and Rate:	Archaeologist (\$95.00/hour)
Time for Completion:	2.0 hours
Estimated Cost:	\$2,170.00
5b. Staff Position and Rate:	Principal Architectural Historian (\$165.00/hour)
Time for Completion:	8.0 hours
Staff Position and Rate:	Architectural Historian (\$130.00/hour)
Time for Completion:	24.0 hours
Estimated Cost:	\$4,440.00

Internal Review (5a and 5b)

Staff Position and Rate:	Technical Editor (\$115.00/hour)



EVANS & DE SHAZO, INC.
ARCHAEOLOGY HISTORIC PRESERVATION

1141 Gravenstein Highway S
Sebastopol, CA 95472
Tel. 707-823-7400
www.evans-deshazo.com

Time for Completion: 4.0 hours

Estimated Cost: \$460.00

Task 6. EIR Guidance and Assistance

Staff Position and Rate: **Cultural Resource Specialist/Historic Preservation Specialist (\$200.00/hour)**

Time for Completion: 8.0 hours

Estimated Cost: \$1,600.00

Task 7: Virtual/In-Person Meetings, Conference Calls, and Phone Calls

Staff Position and Rate: **Cultural Resource Specialist/Historic Preservation Specialist (\$200.00/hour)**

Time for Completion: 30.0 Hours

Estimated Cost: \$6,000.00

SUBTOTAL: \$18,740.00

General & Administrative (G&A) Fee (Rate: 12% of Subtotal) \$2,248.80

Direct Costs:

NWIC Record Search and Copy Fees \$250.00

Mileage (\$0.70/mile) \$700.00

TOTAL ESTIMATED COST: \$21,938.80

ADDITIONAL INFORMATION

RESPONSE TO COMMENTS

EDS is prepared to provide written responses to minor comments on the SOW as part of this cost estimate. However, if more extensive responses to comments are necessary, a separate cost estimate for this effort may be prepared in consultation with the client once the comments are received and costs are determined. An extensive response will require more than one hour for each report to address.

INSURANCE COVERAGE

EDS maintains a Commercial General Liability policy with a \$4,000,000.00 General Aggregate with \$2,000,000.00 per occurrence and automotive liability for all hired and non-owned vehicles. We also maintain a Professional Liability policy, covering \$2,000,000.00 per occurrence, Worker's Compensation insurance, and Cyber Insurance. Certificates of insurance can be issued directly from our carrier if required. If specific endorsement language is required in any coverage, appropriate arrangements can be made for its inclusion in the certificate of insurance. Additional endorsement cost is excluded from the basic cost estimate provided herein.

PAYMENT TERMS

In accordance with the Costs Estimate, or unless otherwise agreed to by EDS in writing, payment is due



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within ten (10) days of the date provided on the EDS invoice. Payments not received within ten (10) days of the invoice date are subject to a 1.5% monthly late payment penalty.

PROJECT AUTHORIZATION

To accept this proposal, please sign and date below and provide it via email to Stacey De Shazo at stacey@evans-deshazo.com.

READ, APPROVED, AND AUTHORIZED BY:

_____, _____, _____
Name Title Date

APPENDIX C: SAXELBY ACOUSTICS SCOPE OF WORK





July 1, 2024

Nancy Pham
Raney Planning & Management
1501 Sports Drive, Suite A
Sacramento, California 95834
npham@raneymanagement.com

Subject: Proposal to Prepare an CEQA Noise/Vibration Analysis for the Adams Street Hotel & Residences Project – City of St. Helena, California

Dear Ms. Pham:

Based upon the information you provided, Saxelby Acoustics is pleased to provide the following scope of services for the above-referenced project located in the City of St. Helena, California.

Scope of Work:

Task 1 – CEQA Noise and Vibration Study

1A. Existing Noise Environment:

- **Traffic Noise:** Existing noise levels due to nearby transportation noise sources will be quantified. Saxelby Acoustics uses the Federal Highway Administration (FHWA) traffic noise prediction model for the prediction of traffic noise levels. Direct inputs to the traffic model will include traffic data provided by the project traffic consultant, existing posted speed limits, truck count information, and 24-hour traffic split data collected by Saxelby Acoustics.
- **Community Noise Survey:** Saxelby Acoustics will conduct a noise survey within the project site to quantify existing background noise levels. The noise survey will consist of short-term noise level measurements and continuous noise level measurements for a minimum period of 24-hours.

1B. Analysis of Transportation Noise Environment:

Saxelby Acoustics will evaluate increased traffic noise levels at existing sensitive receptors in the project vicinity. This task will be performed using traffic volumes provided by the traffic engineer. We anticipate providing traffic noise levels for existing, existing plus project, cumulative, and cumulative plus project scenarios. However, should additional scenarios be included in the traffic study, we will also evaluate those scenarios. We will also calculate exterior and interior traffic noise levels on the proposed residential and hotel uses. If necessary, we will evaluate any required exterior or interior noise control measures needed to achieve compliance with the City of St. Helena and State of California noise level standards.

(916) 760-8821
www.SaxNoise.com | Luke@SaxNoise.com
915 Highland Pointe Drive, Suite 250
Roseville, CA 95678

1C. Analysis of Stationary Noise Environment:

Saxelby Acoustics will provide an analysis of noise levels associated with the proposed project at the nearest noise-sensitive uses. It is expected that this would include evaluation of outdoor mechanical equipment and the proposed rooftop pool deck. Saxelby Acoustics will also provide an analysis of the noise and vibration impacts associated with construction of the project at existing sensitive receptors in the project vicinity, including demolition of existing buildings. It is expected that this analysis will follow the assumptions used in the project air quality analysis.

1D. Report Preparation:

Saxelby Acoustics will provide a draft report which details our findings, methodology, and noise reduction measures (if required). The report will be prepared to meet the requirements of the City of St. Helena and CEQA. Saxelby Acoustics will provide the technical noise study in a generic technical format.

1E. Response to Comments:

Saxelby Acoustics will respond to comments on the draft technical report. After comments are received, a final report will be provided.

Fee:

Saxelby Acoustics will conduct the above-described scope of work for a total fee of \$10,168.00 including expenses, as outlined below.

Saxelby Acoustics Fee Proposal – Adams Street Hotel & Residences

Task	Description	Quantity	Rate	Fee
Task 1 – CEQA Noise and Vibration Study				
1A	Existing Noise Environment			
	Technical Staff	16 hrs.	\$ 150 /hr.	\$2,400
	Mileage	400 miles	\$ 0.670 /mile	\$268.00
1B	Analysis of Transportation Noise			
	Principal Consultant	2 hrs.	\$ 250 /hr.	\$500
	Technical Staff	8 hrs.	\$ 150 /hr.	\$1,200
1C	Analysis of Stationary Noise Environment			
	Principal Consultant	4 hrs.	\$ 250 /hr.	\$1,000
	Technical Staff	8 hrs.	\$ 150 /hr.	\$1,200
1D	Report Preparation			
	Principal Consultant	4 hrs.	\$ 250 /hr.	\$1,000
	Technical Staff	8 hrs.	\$ 150 /hr.	\$1,200
	Administration	4 hrs.	\$ 100 /hr.	\$400
1E	Response to Comments			
	Principal Consultant	4 hrs.	\$ 250 /hr.	\$1,000
Total for Task 1:				\$10,168.00

Attendance at additional meetings or performance of additional work which is outside of this proposal will be invoiced based upon hourly rates and expenses, as outlined in the attached fee schedule.

Timing:

We will commit to meeting deadlines as required to keep the project schedule. We request two weeks to provide a completed study after receipt of traffic volumes from the traffic engineer.

Saxelby Acoustics maintains automobile, general, workers compensation, and professional liability insurance policies as outlined on the attached fee schedule.

Thank you again for inviting our proposal, and please call or email me if you have any questions.

Sincerely,

Saxelby Acoustics LLC



Luke Saxelby, INCE Bd. Cert.
Principal Consultant
Board Certified, Institute of Noise Control Engineering

Saxelby Acoustics 2024 Fee Schedule and Consulting Terms

Item	Rate
Principal Consultant	
<i>Regular Rate</i>	\$250/hr.
<i>Legal Rate (Inspections, depositions, court testimony, expert witness conference, etc.)</i>	\$500/hr.
Noise & Vibration Engineer / Project Manager	\$200/hr.
Technical Staff	\$150/hr.
Administrative Staff	\$100/hr.
Mileage Rate	IRS Rate (\$0.67/mile)
Meals and Lodging	\$250/day
Sound Level Meter	
<i>Basic (daily)</i>	\$100/day
<i>Basic (weekly)</i>	\$400/week
<i>Advanced (daily)</i>	\$150/day
<i>Advanced (weekly)</i>	\$600/week
<i>Very Low Noise (daily)</i>	\$200/day
<i>Very Low Noise (weekly)</i>	\$800/week
Sound Meter – Advanced Outdoor Setup	
<i>Very low noise, wind measurement, audio recording, solar panels, environmental protection shroud, etc.</i>	\$1,000/week
IIC Tapping Machine	\$500/day \$2,000/week
Sound System for Acoustic Testing	\$200/day \$800/week
Vibration Sensor with Calibrator	\$200/day \$800/week

Insurance Coverage

Saxelby Acoustics LLC maintains the following insurance limits:

- Commercial General Liability – \$2,000,000 per occurrence / \$4,000,000 aggregate
- Auto Liability – \$1,000,000
- Umbrella Liability – \$3,000,000 per occurrence / \$3,000,000 aggregate
- Worker's Compensation – Per Statute
- Professional Liability - \$1,000,000

Certificates of insurance to our clients can be issued for no additional fee.

Request for Retainers

For new clients, a retainer of up to 50% of the contract is required prior to beginning work on the project. Payment for the balance of the study will be required prior to issuance of signed/stamped report.

Invoicing and Terms of Payment

Saxelby Acoustics reserves the right to submit monthly invoices for services and expenses which have been incurred when the project duration is expected to exceed 30 days. Payment for professional services is due within 30 days of the invoice date, and past due thereafter. Past due invoices will incur interest at the rate of 2% per month on the balance due, unless otherwise agreed upon. We will accept bank transfer (ACH) and credit card payments for no additional fee. Cash payments are not accepted.

Nancy Pham, RPM

July 1, 2024

www.SaxNoise.com

Page 4 of 4

APPENDIX D: RANEY RESUMES





Item 11.1, Adams St Property as Surplus, and Consent item 9.2, City Council Agenda 11.18.25

From Tracy McBride <tracymcbride22@gmail.com>
Date Mon 11/17/2025 11:10 PM
To Public Comment <publiccomment@cityofsthelena.gov>
Cc City Clerk <cityclerk@cityofsthelena.gov>

Dear City Council,

Please do not move forward with the steps that will lead to the sale of Adams Street for the purpose of a luxury resort. Postpone the 11.1 item to a community meeting to fully hear, again, what the residents want as an entire group.

Please remove item 9.2 from your consent calendar and postpone this vote on the Adams St application to prepare environmental documents. Postpone the approval on this item.

This is a rushed decision with some information discussed in closed meetings, not available to the public. This is public property and these steps appear to be in the interest of a small group, not the community as a whole.

Thank you for your service and consideration.

Tracy McBride, St Helena Resident
Phone: 510-517-6202
email: tracymcbride22@gmail.com



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS:

Department: Public Works

DATE:	November 18, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Proposal Approval of a Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Acoustics Group Inc. for a Vibration Investigation and Survey at the Wastewater Treatment Plant Membrane Bioreactor Facility in an amount not-to-exceed \$13,500.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	To authorize the execution of a Professional Services Agreement with Acoustics Group Inc. (AGI) to conduct a vibration investigation and survey at the City's Wastewater Treatment Plant - Membrane Bioreactor Facility (MBF) located at 1 Chaix Lane, St. Helena.
FINANCIAL IMPACT:	The total financial impact is an amount not-to-exceed \$13,500. Sufficient budget is currently available within the Public Works Administration Budget utilizing the Wastewater Fund Professional Contracts.

BACKGROUND:

The City has received reports from nearby residents regarding perceptible vibration generated from operations at the Wastewater Treatment Plant Membrane Bioreactor Facility (MBF) located at 1 Chaix Lane. The facility houses various pumps, motors, and process equipment that may transmit vibration through the surrounding ground and structures.

To accurately quantify vibration levels and assess potential impacts on adjacent properties, City Staff obtained a proposal from Acoustics Group Inc. (AGI), a consulting firm specializing in acoustics, noise, and vibration analysis.

DISCUSSION:

Under the proposed scope of work, AGI will perform the following tasks:

1. Review of Standards and Equipment Data - Evaluate applicable City, County, and industry vibration standards and review equipment information provided by the City.

2. Site Visit and Field Review - Conduct a site walk to observe operations and coordinate with the neighboring property owner regarding vibration conditions.
3. Vibration Survey - Install up to seven vibration monitors at the Wastewater Treatment Plant Membrane Bioreactor Facility and the neighboring property (with approval), to collect 24-hour continuous and short-term vibration data.
4. Assessment and Report - Analyze and summarize measurement data, compare results to applicable standards, and provide a comprehensive technical report with findings and recommendations.
 - Optional tasks include evaluation of vibration control measures and follow-up consultation services.

The resulting study will provide independent, data-driven documentation to help the City determine whether mitigation measures are warranted.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

GOAL:

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

DOCUMENTS ATTACHMENTS:

[Resolution - Acoustic Vibration Evaluation](#)
[Acoustics Group PSA- AGI 11-5-2025](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ACOUSTICS GROUP INC. FOR A VIBRATION INVESTIGATION AND SURVEY AT THE WASTEWATER TREATMENT PLANT MEMBRANE BIOREACTOR FACILITY IN AN AMOUNT NOT-TO-EXCEED \$13,500.

RECITALS

- A. The City operates the Wastewater Treatment Plant Membrane Bioreactor Facility located at 1 Chaix Lane, St. Helena; and
- B. The City has received reports from nearby residents regarding perceptible vibration generated from the facility's operations; and
- C. To accurately quantify vibration levels and assess potential impacts on adjacent properties, the City requested a proposal from Acoustics Group Inc (AGI), a consulting firm specializing in acoustics, noise, and vibration analysis; and
- D. AGI has submitted a proposal to perform a vibration investigation and survey at the facility, including site review, field data collection, and a technical assessment report; and
- E. City staff recommends approval of a Professional Services Agreement with AGI in an amount not-to-exceed \$13,500, with sufficient funding available within the Wastewater Enterprise Fund.

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 Acoustics Group Inc. to perform a vibration investigation and survey at the Wastewater Treatment Plant Membrane Bioreactor Facility, consistent with the scope and fee proposal in an amount not-to-exceed \$13,500.

- 2. Funding is as follows:

Description	Fund/Funding	Expense	Amount

	Source	GL Account	
Public Works Admin Operating Budget Professional Contracts	571 – Wastewater Enterprise	571-50-00-21-30	\$13,500

Approved at a Regular Meeting of the St. Helena City Council on November 18, 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
ACOUSTIC VIBRATION INVESTIGATION AND SURVEY AT THE WASTEWATER
TREATMENT PLANT MEMBRANE BIOREACTOR FACILITY – 1 CHAIX LN, ST. HELENA,
CA 94574**

This Agreement is made and entered into as of November 18, 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 Acoustics Group Inc. with its principal place of business at 2102 Business Center Dr., Suite 130, Irvine, CA 92612 (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:

Acoustic Vibration Investigation and Survey at the Wastewater Treatment Plant Membrane Bioreactor Facility – 1 Chaix Ln, St. Helena, CA 94574 (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 \$13,500.00. 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 November 18, 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:

3

Acoustics Group Inc / ACOUSTIC VIBRATION INVESTIGATION AND SURVEY AT THE WASTEWATER TREATMENT PLANT MEMBRANE BIOREACTOR FACILITY – 1 CHAIX LN, ST. HELENA, CA 94574

(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.

8

Acoustics Group Inc / ACOUSTIC VIBRATION INVESTIGATION AND SURVEY AT THE WASTEWATER TREATMENT PLANT MEMBRANE BIOREACTOR FACILITY – 1 CHAIX LN, ST. HELENA, CA 94574

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 Robert Woo 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, Public Works Director

CONSULTANT:

Acoustics Group, Inc.

2102 Business Center Dr., Suite 130

Irvine, CA 92612

and shall be effective upon receipt thereof.

10

Acoustics Group Inc / ACOUSTIC VIBRATION INVESTIGATION AND SURVEY AT THE WASTEWATER TREATMENT PLANT MEMBRANE BIOREACTOR FACILITY – 1 CHAIX LN, ST. HELENA, CA 94574

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 ACOUSTICS GROUP, INC.**

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

CITY OF ST. HELENA

Acoustics Group Inc.

By: _____
Anil Comelo
City Manager

By: 
Its: _____
PRINCIPAL CONSULTANT
Printed Name: Robert Woo

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A

Scope of Services



ACOUSTICS GROUP, INC.
Consultants in Acoustics, Noise & Vibration

October 10, 2025

Carlos Uribe
City of St. Helena
1088 College Ave.
St Helena CA, 94574

Subject: Proposal to conduct a Vibration Investigation and Survey for the Membrane Bioreactor Facility located at 1 Chaix Ln, St Helena CA, 94574

Dear Mr. Uribe:

Acoustics Group, Inc., (AGI) is pleased to submit our proposal to conduct a vibration investigation and survey for City of St. Helena (Client) in St. Helena, CA. AGI's proposed vibration investigation and survey will measure existing vibration levels from the Membrane Bioreactor Facility (MBF) operations located at 1 Chaix Ln in St Helena CA and assess the impact of the vibration on the affected neighbor at 83 Chaix Ln. Our proposal for conducting the vibration survey follows:

AGI proposes to perform the following:

Task 1 – Review Vibration Standards and Equipment Information

- AGI will review the City, County and Industry Vibration Standards and Guidelines that are applicable to the project.
- AGI will review equipment motor and pump plans, cut sheets and information regarding mechanical equipment at MBF. The City will furnish all drawings and information.

Task 2 – Site Visit

- AGI will conduct a site visit to walk the project site and observe equipment layout and operations.

October 10, 2025

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1

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***Proposal for a Vibration Study for City of St. Helena
Membrane Bioreactor Facility in St. Helena, CA***

- AGI will attempt to speak with the neighbor at 83 Chaix Ln to gain an understanding of the vibration issue and the times that vibration is perceptible.
- Information from the job walk will be used to determine vibration monitoring locations for the survey.

Task 3 – Vibration Survey

- AGI will conduct long term 24-hours of continuous vibration monitoring at up to 7 locations to quantify and document the vibration generated at MBF and potentially experienced at the neighboring residential property.
- Up to 6 vibration monitors will be installed at MBF at or near the main motors/pumps and at the southern boundary.
- One (1) vibration monitor will be installed at the residential building façade setback at 83 Chaix Ln provided access is granted.
- AGI will also conduct Short-term Vibration Measurements (5- to 60-minute) to quantify Vibration directly at the mechanical sources.
- AGI will attend portions of the survey to document MBF activity during the survey.
- AGI will retrieve the instrumentation at the conclusion of the survey, download and process the measurement data into spreadsheet format.

Task 4 – Vibration Impact Assessment and Summary Report

- AGI will summarize the measurement data into a tabular and graphical format for presentation in the vibration report.
- The measurement data will be assessed with the applicable standards and guidelines for impact assessment.
- A report will be prepared which summarizes the measurement data, assessment and findings.

Optional Task 5 – Evaluate Vibration Control Measures

- AGI will evaluate vibration control measures for equipment or processes that generate significant vibration.

Optional Task 6 – Follow Up Services

- Meetings, Teleconferences, Responses to Comments
- Follow-Up Services

Deliverables

To be determined.

October 10, 2025

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***Proposal for a Vibration Study for City of St. Helena
Membrane Bioreactor Facility in St. Helena, CA***

Fees and Costs

AGI will perform the above scope per the following distribution:

Tasks 1 - 4: will be performed on a time-and-materials (T&M) basis per the attached rate schedule for an estimated fee of \$12,500 to \$13,500.

NOTE: In all cases, any additional services requested beyond the scoped efforts herein, such as standby/wait time, cancelled tests, additional tests, and/or multiple trips to the job site due to a non-successive testing schedule or significant delays will incur additional T&M costs. AGI will perform these additional services only after receiving written authorization from Client.

Payment Terms: A deposit of One Thousand Dollars (\$1,000) is required to begin work. Payment is due upon completion and prior to release of our report.

Routine communications will be conducted by telephone, e-mail, and/or land mail.

The terms of this proposed scope of work are valid for 45 calendar days from the date of issuance. Other general stipulations and assumptions are attached.

Contacts and Authorizations

Mr. Robert Woo, as company principal, will supervise the AGI effort, with potential technical and office assistance from AGI-network technicians. The analyses and reporting will be performed by these engineers to ensure continuity, compatibility, and consistency with previous noise control engineering preparation efforts performed for similar endeavors.

Deviations from this technical scope or the budgetary allotment will be coordinated through Carlos Uribe or his designee(s).

The AGI contact is:

Name: Robert Woo
Title: Principal Consultant
Offeror's Name: Acoustics Group, Inc.

Local Address: 915 L St
Sacramento, CA 95814

Corporate Address: 2102 Business Center Dr., Suite 130
Irvine, CA 92612

Telephone Numbers: Phone 916-273-9588, Fax 877-595-9989

October 10, 2025

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**Proposal for a Vibration Study for City of St. Helena
Membrane Bioreactor Facility in St. Helena, CA**

E-mail address: RobertWoo@acousticsgroupinc.com

Additional Stipulations and Assumptions

1. If site visits, teleconferences or meetings are requested or if teleconference durations exceed the noted allotments, the additional time will be billed on a time-and-materials (T&M) basis, per the attached rate schedule.
2. Delays due to conditions, forces, or circumstances beyond AGI's control (such as but not limited to CLIENT scheduling/accessibility delays or cancellations, inclement weather, competing noise sources, etc.) may incur additional costs beyond the indicated fee. These additional costs will be billed per the attached rate schedule on a time-and-materials (T&M) basis.
3. Interaction with Client representatives and/or local authorities is assumed to be led by or coordinated by CLIENT project personnel.
4. Interaction with other CLIENT offices, the Client, and the job site will be performed via telephone, video conference, e-mail, and/or land mail. No trips to other CLIENT offices, other sub-contractors' office(s), the Client's office(s), or the job site are included, except as specifically denoted above.
5. Pertinent engineering information, plot plans, equipment details, and/or site drawings will be furnished, as needed, by CLIENT staff. It is assumed that this material will be available at or shortly after the time of ATP.
6. Consultant shall have no other duties or responsibilities except those set forth above/below except as agreed to in writing.
7. This Agreement and the design may not be transferred or assigned by either Party without written consent.
8. Notwithstanding any other provision, Consultant shall retain all rights of ownership and use of its skills, knowledge and experience that have a general applicability, including such skills, knowledge or experience gained by Consultant in connection with performing services for the Project. Such knowledge and experience includes, but is not limited to standard arrangements and configurations, individual standard features, details, and design elements, specifications, general notes, and design templates.
9. If legal action is necessary to enforce the provisions of this agreement, the parties agree that the prevailing party in said legal action shall be entitled to recover attorney's fees from the opposing party in any amount determined by the Court to be reasonable.

October 10, 2025

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**Proposal for a Vibration Study for City of St. Helena
Membrane Bioreactor Facility in St. Helena, CA**

Please contact Mr. Robert Woo at 877-595-9988 if you have any questions regarding this proposal. If this proposal meets your approval, please sign in the space provided below and return a copy to us with the required deposit to:

**Acoustics Group, Inc.
2102 Business Center Dr., Suite 130
Irvine, CA 92612**

We look forward to working with you and your staff on this project.

Sincerely,
ACOUSTICS GROUP, INC.

A handwritten signature in black ink, appearing to read 'R. Woo', is written over a horizontal line.

Robert Woo
Principal Consultant

AGREED TO AND AUTHORIZED BY:

(Signature)

(Date)

Name

Title

Company



**Proposal for a Vibration Study for City of St. Helena
Membrane Bioreactor Facility in St. Helena, CA**

ACOUSTICS GROUP, INC.

Rate Schedule – 2025

Staff Classification	Hourly Billing Rate
Principal	\$ 250.00
Associate Principal	\$ 215.00
Senior Acoustical Engineer/Scientist	\$ 175.00
Acoustical Engineer/Scientist III	\$ 150.00
Acoustical Engineer/Scientist II	\$ 125.00
Acoustical Engineer/Scientist I	\$ 115.00
Engineering Intern	\$ 90.00
Graphics Staff II	\$ 90.00
Graphics Staff I	\$ 80.00
Word Processing Staff II	\$ 75.00
Word Processing Staff I	\$ 65.00
Production Assistant	\$ 60.00

Notes on Labor Rates:

1. *Legal proceedings, including mediation, depositions, testimony, and associated preparatory meetings will be billed at twice the rates shown above.*
2. *Project-related travel time will be billed at the basic hourly rate.*

Expenses

Expense Type	Billing Rate
Contract photocopying & plotting	At cost + 10%
Postage / shipment / overnight delivery / courier	At cost + 10%
Travel / lodging / meals / field incidentals	At cost + 10%
Mileage (for reimbursable car usage)	Current Fed. Rate
Telephone / fax	At cost + 10%
Other direct costs (ODC's)	At cost + 10%

October 10, 2025

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Agenda Report to the City Council

Agenda Section: CONSENT ITEMS:

Department: Public Works

DATE:	November 18, 2025
FROM:	Rebecca White, Administrative Assistant
SUBJECT:	Consideration of a Resolution to set a Public Hearing for 6:00p.m. Tuesday, January 13, 2026, to consider objections to the proposed annexation of the property known as 1380 El Bonita Avenue, St. Helena, CA (APN 009-432-001), into the St. Helena Municipal Sewer District No. 1 MSD Annexation No. 153.
RECOMMENDED ACTION:	Staff request City Council to adopt a resolution to consider the applicant's request and order a public hearing to be scheduled for January 13, 2026.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Consideration of a resolution to set a public hearing to consider objections to the proposed annexation into the St. Helena Municipal Sewer District No. 1.
FINANCIAL IMPACT:	None.

BACKGROUND:

Any property that wishes to connect and utilize the sanitary sewer system in the City of St. Helena must be annexed into the Municipal Sewer District No. 1. All applications for annexations shall be approved by the City Council pursuant to the requirements of the St. Helena Municipal Code (SHMC § 13.20.040) and state law. State law details the requirements for special district annexations in Health and Safety Code Section 4600. City Council approval of the annexation is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer.

The process for a property to be annexed requires that a resolution be adopted ordering a public hearing by an affirmative vote of at least two-thirds of all the members of the City Council (HSC § 4643). The resolution is required to contain the following information and finding:

- (a) Describe the boundaries of the territory proposed to be annexed.
- (b) Designate the proposed annexation by an appropriate number.
- (c) Declare that the area to be annexed to the district will be benefited by such annexation.
- (d) Name the time and place for the hearing of objections by any person interested in the proposed annexation, to the inclusion in the district of any land described in the resolution.

Once adopted, the resolution, together with the names of the members of the City Council voting for and against it, must be published for two successive weeks in a newspaper of general circulation and published in the City. The first publication shall not be more than 60 days nor less than 30 days prior to the date fixed for the hearing. Additionally, copies of the resolution shall also be posted in three public places within the area to be annexed not earlier than the 60th day or later than the 30th day prior to the hearing. Similarly, a copy of the resolution shall also be mailed, postage prepaid, to each person to whom land in the area to be annexed is assessed as such owner is shown on the last equalized county assessment roll, at the address as shown upon the roll, and to each person who has any interest in any land within the area to be annexed whose name and address and a designation of the land in which they are interested is on file in the office of the City Clerk.

At the time established for the public hearing, the City Council will hear and consider any objections to the annexation and exclude any territory which in the Council's opinion will not be benefited by the annexation. After making changes to the boundaries of the area to be annexed, if any, the City Council may then adopt a resolution approving the annexation of the Property into the District, which will also require at least four affirmative votes. Upon a determination by the Council that the Property will be benefited by the annexation, certified copies of the resolution will then be recorded and filed in the manner and with the same force and effect as provided in Section 4613. Upon recordation of the resolution, the Property annexed becomes a part of the District and is subject to all the liabilities and entitled to all the benefits of the District. If the City Council approves the resolution following the public hearing on January 13, 2026, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to collect outstanding fees, and obtain required encroachment and building permits.

DISCUSSION:

The City of St. Helena Public Works has received annexation application from the following:

Vail Miller, Jr. for 1380 El Bonita Avenue, St. Helena, CA (APN 009-432-001), into the St. Helena Municipal Sewer District No. 1 MSD Annexation No. 153.

The application fees have been collected. The location map for the property is attached. Staff request City Council to consider the applicant's annexation request and order a public hearing to be scheduled for January 13, 2026.

ENVIRONMENTAL REVIEW:

Annexations to the District provide access to the City's sanitary sewer and wastewater treatment facilities. The City is agreeable to the abandonment of onsite wastewater treatment systems (septic systems).

GOAL:

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

Goal 5: Enhance Quality of Life

DOCUMENTS ATTACHMENTS:

[Reso - 1380 El Bonita MSD Annexation
Exhibit A](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING TO SET A PUBLIC HEARING FOR 6:00P.M. ON TUESDAY, JANUARY 13, 2026, TO CONSIDER OBJECTIONS TO THE PROPOSED ANNEXATION OF THE PROPERTY KNOWN AS 1380 EL BONITA AVENUE, ST. HELENA, CA (APN 009-432-001), INTO THE ST. HELENA MUNICIPAL SEWER DISTRICT NO. 1, MSD ANNEXATION NO. 153

RECITALS

- A. The owner of 1380 El Bonita Avenue, St. Helena, CA (APN 009-432-001), has requested annexation into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 153; and
- B. The legal boundary for the property to be annexed is provided in Exhibit A.

RESOLUTION

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

1. The City Council declares that the areas to be annexed to the district will be benefited by such annexation.
2. A hearing to consider any objection to the proposed annexation of the property into the City of St. Helena Municipal Sewer District No. 1 is hereby set for Tuesday, January 13, 2026, commencing at 6:00p.m. or soon thereafter as the matter can be heard, at the Vintage Hall Board Room, 465 Main Street, St. Helena, CA.
3. The City Clerk shall cause a certified copy of this resolution, together with the names of the members of the City Council voting for and against it, to be published once a week for two consecutive weeks in a newspaper of general circulation in accordance with Health and Safety Code Section 4610.
4. The City Clerk shall cause a certified copy of this resolution to be mailed to each person to whom land in the area to be annexed is assessed as such owner as shown on the last county assessment roll in accordance with Health and Safety Code Section 4610.

Approved at a Regular Meeting of the St. Helena City Council on November 18, 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:	November 18, 2025
FROM:	Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Proposed Adoption of a Resolution Authorizing Amendment No. 1 for the First One-Year Extension (of up to Four) to AlSCO Uniform Services, Inc. Professional Services Agreement for Public Works Staff Uniform Services.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	On February 13, 2024, Resolution 2024-012 was adopted, approving a Professional Services Agreement with AlSCO Uniform Services Inc. for Public Works Staff Uniform Services.
STATEMENT OF THE PURPOSE:	To authorize the first one-year extension Amendment No. 1 to the Professional Services Agreement with AlSCO Uniform Services Inc. for the continued provision of uniform rental and laundering services for Public Works staff in compliance with the St. Helena Employee Association (SHEA) Memorandum of Understanding (MOU), Article 9 Section B.
FINANCIAL IMPACT:	The total financial impact is an amount not-to-exceed \$20,740. Sufficient budget is currently available within the Operating Budgets for Water, Wastewater, Streets & Government Buildings, Parks, and Utilities. No budget adjustments are required.

BACKGROUND:

On February 13, 2024, City Council approved Resolution 2024-012 authorizing a Professional Services Agreement with AlSCO Uniform Services Inc. for uniform services for Public Works divisions (Water Treatment, Wastewater Treatment, Parks, Streets & Government Buildings, and Utilities). The agreement established a base one-year term with up to four (4) optional one-year extensions at the City's sole discretion based on satisfactory performance.

The program ensures uniform provision, laundering, and replacements for operations staff required to wear safety or high-visibility work apparel while maintaining a professional appearance and meeting MOU obligations. The contract has been performed successfully with timely deliveries, accurate billing, and consistent service across all Public Works divisions.

DISCUSSION:

Alsco has met all contract requirements throughout the first year of service, providing weekly pickup and laundry delivery for uniforms at the Water Treatment Plant, Wastewater Treatment Plant and Corporation Yard. Staff has reported no performance or billing issues, and the existing service level remains appropriate.

Per Exhibit B of the original agreement, Alsco is entitled to a 3% annual price adjustment for each extension year. The FY2025-26 cost reflects this increase and includes a 15% contingency to cover potential employee turnover and replacement uniform costs.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

GOAL:

Goal 6: Improve Employee Recruitment, Retention, & Morale

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[Alsco Resolution 110725a](#)

[STH Contract FY2024-051 Amendment No 1](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING AMENDMENT NO. 1 FOR THE FIRST ONE-YEAR EXTENSION (OF UP TO FOUR) TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALSCO UNIFORM SERVICES, INC. FOR PUBLIC WORKS DEPARTMENT UNIFORM SERVICES.

RECITALS

- A. On February 13, 2024, the City Council adopted Resolution No. 2024-012 approving a Professional Services Agreement with AlSCO Uniform Services, Inc. for Citywide Uniform Services for Public Works staff, with a base one-year term and up to four (4) additional one-year extensions at the City's sole discretion; and
- B. The agreement has been performed successfully, meeting all service, delivery, and billing requirements for the Water Treatment, Wastewater Treatment, Streets & Government Buildings, Parks and Utilities Divisions; and
- C. The City wishes to exercise the first of four one-year extensions to continue uniform rental and laundering services in compliance with the St. Helena Employees Association (SHEA) Memorandum of Understanding (MOU), Article 9 Section B; and
- D. The total cost for the first extension year is an amount not-to-exceed \$20,739.73, for a revised total contract amount of \$40,875.39; and
- E. Sufficient funds are available within the Operating Budgets for Water, Wastewater, Streets & Government Buildings, Parks, and Utilities. No budget adjustments are required; and

RESOLUTION

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

1. Authorizes the City Manager to execute Amendment No. 1 to the Professional Services Agreement with AlSCO Uniform Services, Inc. for Citywide Uniform Services to extend the term one (1) additional year.
2. Funding is as follows:

Description	Fund/Funding Source	Expense GL Account	Amount
Water Treatment Operations Other Contract Services	561 – Water Enterprise	561-50-34-21-45	\$3,000
Wastewater Treatment Operations Other Contract Services	571 – Water Enterprise	571-50-29-21-45	\$3,000
Streets Operations Other Contract Services	101 – General	101-50-15-21-45	\$2,875
Government Buildings Operations Other Contract Services	101 – General	101-50-06-21-45	\$3,000
Parks Operations Other Contract Services	101 – General	101-50-27-21-45	\$2,864.73
Water Distribution Operations Other Contract Services	561 – Water Enterprise	561-50-31-21-45	\$3,000
Wastewater Collections Operations	571 – Wastewater Enterprise	571-50-20-21-45	\$3,000

Approved at a Regular Meeting of the St. Helena City Council on November 18, 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

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT WITH ALSCO INC.; STH CONTRACT NO: 2024-051 FOR UNIFORM SERVICES FOR PUBLIC WORKS STAFF FOR AN ADDITIONAL \$20,739.73, FOR A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$40,876.39.

This second Amendment to Professional Services Agreement STH Contract: 2024-051 dated February 13, 2024 ("Agreement") is made as of this 18th day of November 2025 by and between the City of St. Helena, a municipal corporation ("City"), and AlSCO Inc. ("Consultant").

RECITALS

- A. On February 13, 2024, the City of St. Helena ("City") entered into a Professional Services Agreement, Contract No. 2024-051, with AlSCO Inc. ("Consultant") to provide uniform rental and laundering services for Public Works staff in accordance with the St. Helena Employee Association (SHEA) Memorandum of Understanding ("Project"); and
- B. The Agreement provided for a one-year initial term with up to four (4) one-year extensions at the City's sole discretion, based on satisfactory performance and funding availability; and
- C. AlSCO Inc. has successfully completed the first year of service under the Agreement and has met all performance requirements for uniform supply, laundering, and maintenance for needed Public Works Divisions; and
- D. The City wishes to extend the Agreement for an additional one-year term through FY2025-26 and to amend the agreement for an additional amount of \$20,739.73 for this extension period; and
- E. Upon approval of this Amendment No. 1, the total contract amount will reflect the updated not-to-exceed amount of \$40,875.39.

AGREEMENT

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

- 1. Section 3. Time for Completion, is amended to read as follows:

"The term of the Agreement is hereby extended for one (1) additional year, commencing on February 13, 2025, and continuing through February 12, 2026. "
- 2. Section 4. A Compensation and Method of Payment, is amended to read as follows:

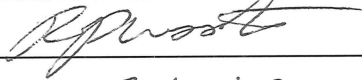
"Total compensation shall not exceed \$40,875.39... "

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

Entered as of the day and year first above stated.

CONSULTANT:

Signatures of Authorized Persons:

By: 

Print Name: Richard P. Wooten

Title: General Manager

CITY OF ST. HELENA
a Municipal Corporation

By: _____

Print Name: Anil Comelo

Title: City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

ATTEST:

City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS:

Department: Public Works

DATE:	November 18, 2025
FROM:	Mario Traverso, Project Manager, Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consideration and Proposed Approval of a Resolution Authorizing the City Manager to Execute a Professional Service Agreement with Coastland Civil Engineering, LLP for Construction Inspection Services for the D24-01 Oak Avenue Utility Rehabilitation Project in an amount not to exceed \$100,000.
RECOMMENDED ACTION:	Staff recommends approval of the attached Resolution.
PREVIOUS COUNCIL ACTION:	The construction contract for the project was awarded to Argonaut Constructors on October 28, 2025.
STATEMENT OF THE PURPOSE:	To authorize the execution of a Professional Services Agreement with Coastland Civil Engineering, LLP. for Construction Inspection Services associated with the D24-01 Oak Avenue Utility Rehabilitation Project.
FINANCIAL IMPACT:	The total financial impact is an amount not-to-exceed \$100,000. Sufficient budget is currently available within the D24-01 Oak Avenue Utility Rehabilitation Project in Construction Management.

BACKGROUND:

The Oak Avenue Utility Rehabilitation Project involves the installation of new storm drain, sewer, and water main pipelines, as well as associated manholes, service laterals, and other improvements within the Oak Avenue corridor from Madrona Avenue to Mitchell Drive and Sulphur Creek.

The Oak Avenue Utility Rehabilitation project will be a significant and complex project to construct, inspect, and manage. For most of the Public Works projects that have occurred in the past three years, City Staff has self-performed most aspects of the project delivery process, including design, inspection and project management.

Given this project's scale, complexity and overlapping infrastructure work, dedicated inspection services are needed to ensure adherence to project specifications, City standards, and quality assurance measures throughout construction. City staff will manage the construction contract, while Coastland Civil Engineering, LLP. will provide part-time and full-time field inspection support as needed.

DISCUSSION:

Coastland Civil Engineering, LLP. submitted a proposal outlining a scope of work to provide inspection services for the duration of the D24-01 Oak Avenue Utility Rehabilitation Project.

Their services will include:

- Field inspections, documentation, and reporting of contractor activities.
- Coordination with City staff, contractors, and property owners.
- Verification of work performed in accordance with plans and specifications.
- Monitoring of traffic control and safety compliance.
- Maintenance of daily reports, photo documentation, and project files.
- Participation in post-construction close-out activities and punch-list verification.

ENVIRONMENTAL REVIEW: Not a CEQA Project.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

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

DOCUMENTS ATTACHMENTS:

[Resolution Coastland D24-01](#)

[D24-01 CIP Page](#)

[PSA Coastland Oak Ave](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND
CIVIL ENGINEERING, LLP. FOR CONSTRUCTION INSPECTION
SERVICES FOR THE D24-01 OAK AVENUE UTILITY
REHABILITATION PROJECT IN AN AMOUNT NOT-TO-EXCEED
\$100,000.**

RECITALS

- A. The Oak Avenue Utility Rehabilitation project involves the installation of new storm drain, sewer, and water main pipelines, as well as associated manholes, service laterals, and related infrastructure improvements within Oak Avenue corridor; and
- B. The Oak Avenue Utility Rehabilitation project represents a significant and complex Public Works effort requiring coordination among multiple utility systems and adjacent property owners; and
- C. For most Public Works projects completed in the past three years, City staff has self-performed design, inspection, and project management; however, due to the scope and complexity of this project, dedicated inspection services; and
- D. Coastland Civil Engineering, LLP submitted a proposal to provide part-time and full-time inspection services for the Oak Avenue Utility Rehabilitation project in coordination with City staff; and
- E. The proposal outlines inspection tasks including daily field observation, documentation and reporting, coordination with property owners and contractors, and participation in post-construction close-out activities; and
- F. City staff recommends entering into a Professional Services Agreement with Coastland Civil Engineering, LLP. for an amount not-to-exceed \$100,000 to provide these services; and
- G. Sufficient funds are available in the FY2025-26 Capital Improvement Program for Project no. D24-01.

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 Coastland Civil Engineering, LLP. for construction inspection services for the Oak Avenue Utility Rehabilitation Project D24-01 in an amount not-to-exceed \$100,000.

2. Funding is as follows:

Description	Fund/Funding Source	Expense GL Account	Amount
D24-01 Construction Management	421 – GO Bonds	741-50-14-31-50	\$100,000

Approved at a Regular Meeting of the St. Helena City Council on November 18, 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

Oak Avenue Storm Drain Rehab

Project No: D24-01

Category Stormwater

Project Location: Oak Ave from Spring St. to Madrona Ave.

Responsible Department: Public Works

EXPENDITURE ACCOUNTS: 741-5014-**STATUS:** Design**PRIORITY:** High**PROJECT PURPOSE & DESCRIPTION:**

The Oak Avenue Storm Drain Rehabilitation Project is a critical update aimed at enhancing stormwater management along Oak Avenue from Spring St. to Madrona Ave. This project will increase storm drain capacity in accordance with the 2021 Integrated Utility Master Plan (IUMP). This project is designed to support long-term infrastructure sustainability and flood mitigation efforts within the city.

This project also incorporates water and sanitary sewer utilities. This project is also known as the Oak Avenue Utilities Rehabilitation Project.

This project is in coordination with project R24-02

PROJECT NOTES:

•FY24 - Identified as IUMP Project No. SD-1A

-Project revived from a 2008 initiative per Resolution 2023-133 (October 10, 2023).

-Scope includes finalizing design plans and initiating the permitting process for stormwater outfall to Sulphur Creek.

-Developed in coordination with CIP No. R24-02 to ensure seamless roadway and storm drain integration.

•FY25 - Design completion expected in FY25 Q3.

-Bidding process anticipated in FY25 Q4 as part of a phased project approach.

-Budget adjustments to be made based on updated engineering estimates.

•FY26 - Design completion FY25Q4; underground construction FY26Q1-Q2

-Transfer of \$200,000 - Go Bond Funds to CIP Project No. S18-70 on May 27, 2025 - Reso 2025-050.

-Construction award on 10/28/2025 with budget amendment of 2,202,369 and transferred water improvements from CIP Project No. R24-02.

-Award action included transfer of \$300,000 from CIP Project No. R24-02 for sewer improvements.

-Professional Services Agreement for Construction Management Services scheduled for Council action November 18, 2025.

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design		115,000	-115,000					0
3150 - Construction Management		115,000						115,000
3160 - Construction Contract		809,000	2,024,095					2,833,095
3170 - Contingency		115,000	593,274					708,274
EXPENDITURE TOTALS		1,154,000	2,502,369					3,656,369
FUNDING SOURCES								
421-Go Bonds		954,000	2,502,369					3,456,369
742-Storm Drain Impact Fees		200,000						200,000
FUNDING TOTALS		1,154,000	2,502,369					3,656,369

**CITY OF ST. HELENA
PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION INSPECTION SERVICES FOR OAK AVENUE UTILITY IMPROVEMENTS**

This Agreement is made and entered into as of November 18, 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 Coastland Civil Engineering, LLP with its principal place of business at 1400 Neotomas Avenue, Santa Rosa, CA 95405 (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:

Construction Inspection Services for Oak Avenue Utility Improvements (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 \$100,000.00. 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 November 18, 2025 to November 18, 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 Mike Janet 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, Public Works Director

CONSULTANT:

Coastland Civil Engineering, LLP

1400 Neotomas Avenue

Santa Rosa, CA 95405

and shall be effective upon receipt thereof.

10

Coastland/Construction Inspection Services for Oak Avenue Utility Improvements

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 COASTLAND CIVIL ENGINEERING, LLP**

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

CITY OF ST. HELENA

By: _____
Anil Comelo
City Manager

Coastland Civil Engineering, LLP

By: Heidi E. Utterback
Its: Corp. Secretary

Printed Name: Heidi E. Utterback

By: SV
Its: Vice President
Printed Name: Steven Van Saun

ATTEST:

By: _____
Ethan Walsh, City Attorney

EXHIBIT A
Scope of Services



October 23, 2025

Mario Traverso
Project Manager
City of St. Helena | Public Works
1088 College Avenue
St. Helena, CA 94574

Subject: Proposal to Provide Construction Inspection Services for the Oak Avenue Utility Improvement Project

Dear Mario:

Based on our conversations, Coastland | DCCM is pleased to provide you with this letter proposal to provide Construction Inspection services to the City for the Oak Avenue Utility Improvement Project.

PROJECT UNDERSTANDING

The work generally consists of installing storm drain, sewer and watermain pipeline. Additionally, associated manholes, service laterals, and other miscellaneous work will be installed as described in the bid documents. The proposed work shall be performed in accordance with the plans, specifications, and other contract documents. The construction contract is being awarded on October 28, 2025 to Argonaut Constructors. The award amount is approximately \$2.9 million. The contract documents allow 120 working days to complete the work.

Additionally, it is our understanding from our conversations with you that the City has \$100,000 budget for the inspection work associated with this project. Furthermore, it is our understanding that the City will be handling the construction management aspects of the project and you are only requesting inspection services at this time.

SCOPE OF WORK

Based on your direction, Coastland | DCCM's proposes to provide inspection services for this project. Our overall approach to performing Construction Inspection focuses on teaming with City forces to produce a high-quality, cost-effective project. Our Inspector will keep the City informed regarding costs, changes, public relations, and construction progress. We will coordinate closely with the City and the property owners for the entire project duration. From the onset of the project, we will establish open lines of communication and decision-making roles with all project stakeholders. Based on our understanding of the project our scope of services is as follows:

TASK 1 - FIELD INSPECTIONS AND DOCUMENTATION

Coastland | DCCM inspection staff will provide part time/full time inspection of the project. We anticipate that some days will require full time inspection, while other days only part time inspection will be required. A critical aspect of our services is maintaining close communication with City staff to ensure scheduling goals are met. To help maintain close communication, Coastland | DCCM's inspector will be accessible to the City at all times at the project site and through the use of email and cellular phones. Coastland | DCCM's

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
420 Executive Court North, Ste. G
Fairfield, CA 94534
Tel: 707.702.1961

www.coastland.dccm.com

on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, City standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also inform the City of proposed change orders and potential claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed (as material testing is not part of our scope of work, we assume that the City will arrange for any testing and we will coordinate with whoever will be performing that work), information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials, if encountered.

Coastland | DCCM will provide digital photos of construction activities, progress, and areas of concern or interest. The photo log will be compiled on a portable storage device (USB drive) and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next and will be submitted to the City at the close of the project.

Coastland | DCCM will become familiar with the specifications and plans to ensure the work we are observing meets the requirements of the contract documents and meets or exceeds industry quality standards. Coastland | DCCM will immediately report any deviation from the approved contract documents.

Our inspector will identify actual and potential problems and provide options for solutions. We will maintain daily documentation and will work to resolve issues by proposing field changes to minimize/avoid any delays.

Our inspector will review the Contractor's traffic control plan to ensure that the contractor maintains appropriate access during construction.

In summary, our Inspector's responsibilities include:

- Represent the City in ensuring that the construction documents are followed throughout the term of the project.
- Participate in regular meetings with the City's Construction Manager.
- Protect the interest of the City.
- Daily inspection of the contractor's work for conformance to the contract documents, codes, regulations, and City standards.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to City requests.
- Verify construction material quantities.
- Monitor traffic control procedures.
- As provided by the City or Contractor, assist in distributing notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Respond to calls from the public promptly and log any complaints in a timely manner.
- Document and maintain field files containing construction correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

TASK 2 - PUBLIC RELATIONS AND NOTIFICATIONS

Coastland | DCCM will ensure every effort is made to keep adjacent property owners informed of construction progress and minimize disruptions due to limited access and excessive noise. Our inspector will work with the City's Construction Manager to proactively meet with property owners prior to and during construction to address any concerns from those affected by the project.

We will monitor traffic control and flagging procedures to ensure construction proceeds smoothly and public impact is minimized. There may be traffic delays during peak traffic periods. Coastland | DCCM will ensure that the contractor provides advanced notice to residents and businesses, as required by the specifications, regarding roadwork and lane closures.

TASK 3 – POST-CONSTRUCTION MEETING

Following completion of the work, Coastland | DCCM will organize and conduct the post-construction meeting. The meeting will document all requirements necessary for final closeout and payment and confirm all contract obligations have been met. Recommendations for improvement will be made and incorporated into future projects. The results of the meeting will be summarized in meeting minutes.

TASK 4 – PROJECT CLOSEOUT

Coastland | DCCM will verify completion of punch list items, review as-builts for accuracy and completeness, review and recommend final payment, and transmit all construction documentation to the City. At the completion of the project, we will provide the City with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and digital photos

OPTIONAL TASKS

If requested by the City, we can provide Construction Management services.

SCHEDULE

We understand that proper construction management is a priority for the City. Work is anticipated to commence within 15 working days of receipt of the Notice to Proceed and is expected to continue for 120 working days.

WORK ESTIMATE

Based on the Scope of Work outlined in our proposal, we have prepared a comprehensive budget that identifies staffing rates, total hours and costs per task and direct expenses. Inspector rates are in compliance with current California General Prevailing Wage Rate Determinations.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount. Our proposal is based on an inspection budget provided by the City, as outlined in our work estimate. We propose to provide full-time inspection at 40 hours per week.

Our proposal also includes factors such as attending meetings, project closeout and vehicle costs. Based on these items, we estimate the not-to-exceed fee to be \$99,705 (see attached *Work Estimate* increase).

This estimate reflects the overall cost for inspection services for the project. Please note that we have prepared it based on the budget provided by the City. While we will work efficiently to manage costs, the available budget is not sufficient to support full-time inspection for the 120 working days anticipated. We

would welcome the opportunity to discuss the scope of services further and invite you to contact us with any questions or concerns regarding this estimate.

Coastland | DCCM maintains a current DIR registration number (1000927467, exp. 6/30/2026). We greatly appreciate the opportunity to serve the City of St. Helena. Please let me know if you have questions.

Sincerely,

COASTLAND CIVIL ENGINEERING, LLP



Mike Janet
Director of Construction Management

Coastland		DCCM		WORK ESTIMATE						
Oak Avenue Utility Improvement Project			PROPOSAL FOR INSPECTION SERVICES					City of St. Helena		
TASK INFORMATION						HOURS AND COST INFORMATION				
Task No.	Task Information	Inspector	Inspector #2	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments	
		\$205		\$240	\$145					
1	Daily Field Inspections & Documentation	412					412	\$84,460	Based on 120 working days of field work	
2	Public Relations & Notifications	12					12	\$2,460	Notices/meeting/coordination etc	
	Utility Coordination	8					8	\$1,640	Coordination/spot inspection	
3	Post Construction Meeting	4					4	\$820	Walk through	
4	Project Closeout	4			4		8	\$1,400	As-builts / files	
	Photographs & video					\$125		\$125		
	Vehicle/Equipment expenses					\$8,800		\$8,800	440 hours x \$20/hr= \$8,800	
	Total Hours	440	0	0	4		444			
	Subtotal	\$90,200	\$0	\$0	\$580	\$8,925		\$99,705		
	Project Total	\$90,200	\$0	\$0	\$580	\$8,925		\$99,705		
NOTES: Coastland DCCM reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.										
	1 Based on 120 working days.									
	2 Based on full time inspection at 40 hours per week for one inspector.									
	3 Based on an estimated number of RFIs, change orders and submittals shown above.									



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS:

Department: Public Works

DATE:	November 18, 2025
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Consideration and proposed adoption of a Resolution (1) Awarding the Downtown St. Helena Pedestrian Improvements Project (R18-81) to Ghilotti Construction in the amount of \$1,729,541; (2) Authorizing the City Manager to execute the Construction Contract with Ghilotti Construction; (3) Authorizing the Director of Public Works to approve Change Orders not-to-exceed 10% of the Contract price; (4) Authorizing the Director of Public Works to file the CEQA Notice of Exemption with the County of Napa and (5) Authorize the Recommended Budget Amendments/Transfers.
RECOMMENDED ACTION:	Staff recommends approval of the attached resolution.
PREVIOUS COUNCIL ACTION:	On August 26, 2025 the City Council approved Resolution 2025-105 authorizing Public Works to Publish the Bid Announcement for the Downtown St. Helena Pedestrian Improvements Project.
STATEMENT OF THE PURPOSE:	To award the Downtown St. Helena Pedestrian Improvements Project to Ghilotti Construction in accordance with the City's approved Capital Improvement Plan (CIP).
FINANCIAL IMPACT:	The financial impact of this award and construction contract including contingency is \$1,902,495. Funding for this agreement is available within the FY2025-26 Capital Improvement Program for CIP R18-81; no budget amendment is required.

BACKGROUND:

The Downtown St. Helena Pedestrian Improvements Project was added to the Capital Improvement Plan in 2018. It includes full reconstruction of the Downtown Sidewalks including new curb, gutter, street trees and street furnishings.

In 2018, the City contracted with BKF Engineering to develop improvement plans. This design effort resulted with BKF Engineering producing a 100% complete plans, specifications and engineer's estimate.

The City produced a Preliminary Environment Study and list of mitigations to be implemented during construction. The City has received NEPA clearance from Caltrans. The project is categorically exempt from CEQA under Article 19, Section 15301 - Existing Facilities and Section 15302 - Replacement or Reconstruction.

The project contract documents were compiled by City staff. The plans have been reviewed and approved by the Director of Public Works/City Engineer and City Attorney. City Council, on August 26, 2025, authorized Public Works to Publish Bid Announcement.

DISCUSSION:

A notice inviting bids was posted to the City of St. Helena's website and distributed to area construction plan rooms and exchanges on September 24, 2025. Bids were opened publicly at City Hall on October 21, 2025.

The City received the following responsive bids:

Argonaut Constructors	\$1,897,985
Ghilotti Construction	\$1,729,541
Nelson Construction	\$2,222,222
Vanguard Construction	\$1,942,475

Engineers Estimate:	\$1,612,910*

City Staff reviewed all bids and finds Ghilotti Construction to be the lowest responsible and responsive bidder. Ghilotti Construction holds a valid Class A Contractor's License, No. 644515, with no enforcement actions listed. Their license expires 5/31/2026. Ghilotti Construction has performed numerous construction projects for the City. City Staff has determined that Ghilotti Construction satisfies the bidding requirements for the project and their licensing qualifies them to complete the project.

10% Contingency requested in part to ensure adequate funding for Bid Alternate 1 if the City determines one or more utility boxes and vaults require replacement. The City is currently unable to make this determination in advance of construction due to the limitations of visual inspections.

Funding for the Project is as follows:

Description	Fund/Funding Source	Expenditure GL Account	Amount
R18-81 Construction Contract	741 - Streets Capital Improvement - Grant OBAG III	741-5014-3160	\$1,206,000
R18-81	741 - Grant TFCA	741-5014-3160	\$149,344

Construction Contract			
R18-81 Construction Contract	740 - Traffic Mitigation Impact Fees	741-5014-3160	\$235,830
R18-81 Construction Contract	240 - Measure U	741-5014-3160	\$138,367
R18-81 Contingency	240 - Measure U	741-5014-3170	\$172,954

ENVIRONMENTAL REVIEW:

On 2/4/2025, Caltrans issued its most recent NEPA approval. Caltrans found the project categorically exempt from NEPA under 23 CFR 771.117(c): activity (c)(3) "Construction of bicycle and pedestrian lanes, paths, and facilities." City Staff will file a CEQA Notice of Exemption (NOE) with the County following approval of the attached resolution.

GOAL:

Goal 2: Improve Infrastructure & Further Environmental Sustainability

Goal 5: Enhance Quality of Life

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

DOCUMENTS ATTACHMENTS:

[Attachment 1. R18-81 CIP Page](#)

[ATTACHMENT 2.BID TABULATION.04-STPL-5051\(008\).St Helena](#)

[Attachment 3. Resolution R18-81 Construction Award](#)

Downtown Sidewalk Improvements

Project No: R18-81

Category Streets

Project Location: St. Helena, CA 94574

Responsible Department: Public Works



EXPENDITURE ACCOUNTS: 741-5014-**STATUS:** Continuing**PRIORITY:** High**PROJECT PURPOSE & DESCRIPTION:**

This project, funded through a combination of the One Bay Area Grant (OBAG) III program and local funding sources, is designed to improve pedestrian safety, accessibility, and overall streetscape aesthetics along Main Street, between Mitchell Drive and Pine Street. The project will enhance mobility for all users, particularly those with disabilities, while also integrating traffic-calming measures to improve overall road safety.

Planned Improvements Include:

- Reconstruction of approximately 3,609 linear feet of sidewalk to meet modern safety standards.
- Installation of 17 ADA-compliant curb ramps to ensure accessibility for all pedestrians.
- Implementation of traffic-calming features, such as enhanced crosswalks and curb extensions, to promote safer pedestrian crossings.
- Integration of streetscape improvements, including improved lighting and street furniture where applicable.

The project will be implemented in multiple phases:

- Phase 1A (Pine Street to Adams Street) - Scheduled for construction in FY2025 with completion expected by FY2026.
- Phase 1B (Adams Street to Mitchell Drive) - Design is planned for FY2024, with construction subject to funding availability.
- Future Phases (II & III) - Expected to be implemented over the next five years, contingent on securing additional funding.

PROJECT NOTES:

- Resolution 2018-176 authorized a Professional Services Agreement (PSA) with BKF Engineers for \$529,000, later increased by \$234,000 for additional design work, funded through FY2020 SB1 and Gas Tax allocations.
- City Council Update (January 28, 2020) – Revised cost estimates:
 - Phase I: Estimated at \$3.6 million (partially funded). Initial estimates included a \$1.4 million loan from the General Fund (pre-COVID-19), with discussions around securing a short-term capital loan.
 - Phase II: Estimated at \$3.1 million (currently unfunded).
 - Phase III: Estimated at \$8.4 million (currently unfunded).
- FY21 – Reallocated \$100,000 from Project R19-04 to R18-81 to optimize available funding.
- FY23 – Secured funding for Phase II & III design work. However, implementation is anticipated to be five years out, pending additional funding.
- FY24 – Budget includes:
 - Phase 1A (Pine to Adams) – Design and construction.
 - Phase 1B (Adams to Mitchell) – Design phase initiated.
- FY24 Resolutions:
 - Reso 2023-26 (March 28, 2023) and Reso 2023-87 (July 25, 2023) approved additional design funding.
 - Reso 2023-126 (September 12, 2023) corrected previous funding allocations and finalized the total design budget.
- FY25 - Anticipated Milestones:
 - Bid solicitation (Q2-Q3 FY2025) – Subject to Caltrans approval.
 - Creation of CIP No. R25-81 following Reso 2024-088 (June 11, 2024), which authorized bidding for Phase 1B paver repair project.
- FY26 - Authorization to publish bid announcement on August 26, 2025.
- Construction FY26Q1-Q2
- Award of Construction Contract submitted for City Council approval on November 18, 2028.

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design	1,098,941							1,098,941
3130 - Land & Easements		25,000						25,000
3140 - Legal Services		2,314						2,314
3150 - Construction Management	2,500	75,000	75,000					152,500
3160 - Construction Contract		1,397,000	727,046					2,124,046
3170 - Contingency		75,000	97,954					172,954
3180 - CIP Overheads	2,522							2,522
EXPENDITURE TOTALS	1,103,963	1,574,314	900,000					3,578,277
FUNDING SOURCES								
101-General Fund	64,500							64,500
101-General Fund - Measure T/RMRA MOE	293,720	291,484						585,204
230-Gas Tax - RMRA/SB1	240,039	147,000						387,039
240-Measure T/U	181,579	297,000	297,000					775,579
740-Traffic Mitigation Impact Fees		235,830						235,830
741-Streets Capital Improvement	324,125							324,125
741-Streets Capital Improvement - Grant OBAG III		603,000	603,000					1,206,000
FUNDING TOTALS	1,103,963	1,574,314	900,000					3,578,277

(1) Federal Aid Number: **STPL-5051(008)**

(2) Local Agency: City of St helena

(3) Project Title: Downtown Pedestrian Improvement Project

(4) Project Description: to replace and upgrade pedestrian facilities along Main Street (SR-29) from Mitchell Drive to Pine Street. Project work includes: removal and replacement of sidewalk including curb ramps; construction of pedestrian bulb-outs; crosswalk enhancements; tree removal and replacement; landscape irrigation; sewer and lateral replacement; and installation of street light electrical.

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
PROJECT COMMENCEMENT			ENGINEER'S ESTIMATE		
100	1	LS	MOBILIZATION	\$147,200	\$147,200
101	1	LS	TRAFFIC CONTROL SYSTEM	\$30,000	\$30,000
102	1	LS	CONSTRUCTION STAKING	\$10,000	\$10,000
103	2	EA	SURVEY/BENCHMARK MONUMENT PRESERVATION	\$5,000	\$10,000
104	2	EA	PROJECT SIGNS	\$5,000	\$10,000
105	20	EA	TEMPORARY BUSINESS OPEN SIGNS	\$200	\$4,000
106	1	LS	WATER POLLUTION CONTROL	\$10,000	\$10,000
DEMOLITION/REMOVAL					
200	1	EA	CLEAR AND GRUB	\$4,000	\$4,000
201	5	LS	REMOVE BENCH (CITY/PRIVATE)	\$1,000	\$5,000
202	1	EA	SALVAGE BUS STOP SHELTER	\$15,000	\$15,000
203	4	EA	REMOVE TRASH RECEPTACLE	\$200	\$800
204	4	LF	REMOVE BIKE RACK	\$500	\$2,000
205	27	LF	REMOVE TREE AND STUMP & GRATE	\$1,500	\$40,500
206	220	LF	REMOVE CONCRETE CURB AND GUTTER	\$10	\$2,200
207	1190	SF	REMOVE CONCRETE CURB	\$5	\$5,950
208	8820	EA	REMOVE CONCRETE FLATWORK	\$7	\$61,740
209	4800	EA	REMOVE CONCRETE PAVERS	\$7	\$33,600
210	3105	LF	REMOVE ASPHALT CONCRETE	\$4	\$12,420
211	18	EA	REMOVE SIGN, POLE AND FOUNDATION	\$200	\$3,600
212	3	LS	RELOCATE UNITED STATES POSTAL BOX/GSO BOX	\$1,500	\$4,500
UTILITY AND DRAINAGE IMPROVEMENTS					
300	1	LS	DEWATERING (REVOCABLE)	\$10,000	\$10,000
301	1	LS	SHORING, EXCAVATIONS, SUPPORT AND PROTECTIVE SYSTEM	\$5,000	\$5,000
302	120	LF	3" SIDEWALK DRAIN	\$100	\$12,000
303	25	LF	SIDEWALK CROSS DRAIN	\$200	\$5,000
304	185	LF	PRIVATE SEWER LATERAL REPLACEMENT	\$200	\$37,000
305	5	EA	PRIVATE SEWER CLEANOUT	\$250	\$1,250
HARDSCAPE IMPROVEMENTS					
400	1300	LF	CONCRETE CURB AND GUTTER	\$45	\$58,500
401	7950	SF	CONCRETE PEDESTRIAN SIDEWALK - STANDARD PAVING	\$45	\$357,750
402	1950	SF	CONCRETE PEDESTRIAN SIDEWALK - ENHANCED PAVING	\$50	\$97,500
403	2070	SF	CONCRETE DRIVEWAY - STANDARD PAVING	\$50	\$103,500
404	1475	SF	CONCRETE CURB RAMP	\$60	\$88,500
405	150	SF	CONCRETE PROPERTY CONFORM	\$50	\$7,500
PAVEMENT IMPROVEMENTS					
500	1600	SF	AC PLUG (SAWCUT, EXCAVATE, AND PLACE HMA)	\$10	\$16,000
501	12	TON	TEMPORARY HMA	\$200	\$2,400
502	150	SF	AC PROPERTY CONFORM	\$15	\$2,250
UTILITY ADJUSTMENTS					
600	9	EA	ADJUST TO GRADE (UTILITY BOX - TRAFFIC SIGNAL SERVICE)	\$500	\$4,500
601	13	EA	ADJUST TO GRADE (UTILITY BOX COVERS - WATER SERVICE METER)	\$750	\$9,750
602	4	EA	ADJUST TO GRADE (UTILITY BOX - GAS SERVICE METER)	\$750	BY PG&E
603	2	EA	ADJUST TO GRADE (UTILITY VAULT - PG&E)	\$1,000	BY PG&E
604	2	EA	ADJUST TO GRADE (UTILITY VALVE BOX - GAS)	\$300	BY PG&E
605	4	EA	ADJUST TO GRADE (UTILITY VALVE BOX COVERS - WATER)	\$300	\$1,200
606	3	EA	ADJUST TO GRADE (CLEANOUT) STORM	\$300	\$900
ELECTRICAL IMPROVEMENTS					
700	1500	LF	ELECTRICAL CONDUIT AND CONDUCTORS - 1 - 2" CONDUIT (2 - #8 WIRE 1 - #8 GND)	\$35	\$52,500
701	660	LF	FIBER OPTIC CONDUIT - 1 - 3" CONDUIT (EMPTY)	\$35	\$23,100
702	2	EA	FIBER OPTIC PULL BOXES	\$500	\$1,000
703	29	EA	ELECTRIC PULL BOX	\$500	\$14,500
704	1	LS	ELECTRIC METER PEDESTAL	\$50,000	\$50,000
SIGNAGE AND STRIPING IMPROVEMENTS					
800	22	EA	INSTALL NEW ROADSIDE SIGN WITH NEW POLE AND FOUNDATION	\$400	\$8,800
801	1000	LF	PAINT CURB (2 COATS)	\$4	\$4,000
802	100	LF	12" WHITE THERMOPLASTIC STRIPING	\$5	\$500
LANDSCAPE AND IRRIGATION IMPROVEMENTS					
900	1	LS	LANDSCAPE MAINTENANCE PERIOD	\$5,000	\$5,000
901	25	EA	15 GAL BOX TREE	\$700	\$17,500
902	25	EA	TREE GRATES AND FRAMES	\$2,000	\$50,000
903	1	LS	IRRIGATION SYSTEM AND SLEEVES	\$100,000	\$100,000
SITE FURNISHINGS					
1100	1	EA	BENCH	\$1,900	\$1,900
1101	4	EA	TRASH RECEPTACLE	\$2,700	\$10,800
1102	4	EA	RECYCLE RECEPTACLE	\$2,700	\$10,800
1103	6	EA	BICYCLE RACK	\$750	\$4,500
1104	1	EA	RELOCATED BUS SHELTER AND APPURTENANCES (REVOCABLE)	\$25,000	\$25,000
BID ALTERNATE #1					
1200	9	EA	REPLACE (UTILITY BOX - TRAFFIC SIGNAL BOX)	\$300	\$2,700
1201	13	EA	REPLACE (UTILITY BOX - WATER METER)	\$300	\$3,900
1202	4	EA	REPLACE (UTILITY BOX - GAS METER)	\$300	\$1,200
1203	13	EA	RELOCATE AND REPLACE WATER METER	\$1,200	\$15,600

EVALUATED BASED ON BID TOTAL ONLY

BID TOTAL \$1,612,910.00
SUBTOTAL BID ALTERNATE#1 \$23,400.00
GRAND TOTAL \$1,636,310.00

FBD Vanguard Construction, Inc	Argonaut Constructors, Inc	Ghilotti Construction Company, Inc.	Pat Nelson Construction Inc.
\$116,000.00	\$80,000.00	\$135,000	\$222,527
\$88,000.00	\$90,000.00	\$115,000	\$220,000
\$19,000.00	\$14,000.00	\$13,800	\$23,000
\$4,000.00	\$3,000.00	\$3,000	\$6,000
\$1,180.00	\$850.00	\$850	\$2,000
\$3,300.00	\$8,500.00	\$8,500	\$16,000
\$6,000.00	\$8,000.00	\$4,500	\$15,000
\$10,000.00	\$5,000.00	\$1,500	\$15,000
\$800.00	\$1,250.00	\$4,000	\$2,500
\$3,400.00	\$3,000.00	\$8,200	\$3,000
\$840.00	\$1,400.00	\$2,120	\$2,000
\$880.00	\$1,400.00	\$2,280	\$2,000
\$43,200.00	\$40,500.00	\$21,725	\$54,000
\$3,960.00	\$13,200.00	\$9,900	\$6,600
\$16,660.00	\$23,800.00	\$27,370	\$17,850
\$114,660.00	\$88,200.00	\$70,560	\$52,920
\$62,400.00	\$49,200.00	\$24,000	\$24,000
\$15,525.00	\$27,945.00	\$34,155	\$15,525
\$5,220.00	\$4,320.00	\$1,800	\$9,000
\$3,600.00	\$4,800.00	\$6,300	\$4,500
\$500.00	\$2,200.00	\$1	\$25,000
\$2,000.00	\$3,000.00	\$500	\$10,000
\$5,160.00	\$9,000.00	\$3,600	\$6,000
\$6,000.00	\$12,500.00	\$2,300	\$15,000
\$55,500.00	\$49,950.00	\$34,780	\$44,400
\$2,450.00	\$2,250.00	\$1,600	\$5,000
\$63,700.00	\$110,500.00	\$111,800	\$117,000
\$278,250.00	\$159,000.00	\$222,600	\$206,700
\$70,200.00	\$48,750.00	\$68,250	\$70,200
\$53,820.00	\$55,890.00	\$62,100	\$82,800
\$72,500.00	\$85,550.00	\$55,100	\$58,000
\$1,800.00	\$7,800.00	\$4,800	\$6,000
\$56,000.00	\$144,000.00	\$36,800	\$60,000
\$12,000.00	\$3,240.00	\$5,160	\$6,000
\$1,500.00	\$10,500.00	\$3,450	\$6,000
\$2,520.00	\$13,050.00	\$4,500	\$1,350
\$3,640.00	\$14,300.00	\$4,420	\$1,950
\$1,120.00	\$6,400.00	\$1,800	\$600
\$840.00	\$6,900.00	\$1,380	\$450
\$126,000.00	\$184,500.00	\$106,500	\$217,500
\$62,040.00	\$19,800.00	\$52,800	\$23,100
\$22,400.00	\$5,900.00	\$19,400	\$7,000
\$52,200.00	\$27,550.00	\$45,530	\$46,400
\$22,000.00	\$14,740.00	\$17,470	\$20,000
\$21,560.00	\$18,700.00	\$9,900	\$22,000
\$4,000.00	\$3,000.00	\$5,000	\$4,000
\$2,100.00	\$1,500.00	\$3,500	\$1,600
\$40,000.00	\$24,500.00	\$36,000	\$35,000
\$115,000.00	\$30,375.00	\$117,500	\$37,500
\$85,000.00	\$67,875.00	\$75,000	\$87,500
\$150,000.00	\$250,000.00	\$99,000	\$250,000
\$4,400.00	\$4,200.00	\$2,000	\$3,750
\$8,400.00	\$9,600.00	\$6,000	\$10,000
\$10,000.00	\$9,600.00	\$6,000	\$10,000
\$4,800.00	\$9,000.00	\$4,740	\$6,000
\$4,450.00	\$4,000.00	\$3,700	\$5,000
\$3,636.00	\$22,500.00	\$12,600	\$3,600
\$5,252.00	\$35,100.00	\$12,220	\$5,200
\$1,616.00	\$12,000.00	\$7,600	\$3,200
\$31,993.00	\$49,400.00	\$49,400	\$26,000

\$1,942,475.00 \$1,897,985.00 \$1,729,541.01 \$2,222,222.00

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

RESOLUTION AUTHORIZING (1) THE AWARDING OF THE DOWNTOWN ST. HELENA PEDESTRIAN IMPROVEMENTS PROJECT (R18-81) TO GHILOTTI CONSTRUCTION IN THE AMOUNT OF \$1,729,541; (2) AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSTRUCTION CONTRACT WITH GHILOTTI CONSTRUCTION; (3) AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPROVE CHANGE ORDERS NOT-TO-EXCEED 10% OF THE CONTRACT PRICE; AND (4) AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO ISSUE THE CEQA NOTICE OF EXEMPTION.

RECITALS

- A. On August 26, 2025 the City Council approved Resolution 2025-105 authorizing Public Works to Publish the Bid Announcement for the Downtown St. Helena Pedestrian Improvements Project; and
- B. On September 24, 2025, the Notice Inviting Bids was published for the Downtown St. Helena Pedestrian Improvements Project and on October 21, 2025 the bids were publicly opened and read aloud; and
- C. Ghilotti Construction submitted the lowest responsive and responsible bid in the amount of \$1,729,451; and
- D. Caltrans found the project categorically exempt from NEPA under 23 CFR 771.117(c): activity (c)(3) and issued the most recent approval on February 4, 2025; and
- E. The project is categorically exempt from CEQA under Article 19, Section 15301 and Section 15302.

RESOLUTION

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

1. Authorizes the award of a construction contract for the Downtown St. Helena Pedestrian Improvements Project to Ghilotti Construction in an amount not-to-exceed \$1,729,541.

2. Authorizes the City Manager to execute the construction contract with Ghilotti Construction.
3. Authorizes the Director of Public Works to approve construction contract change orders not-to-exceed 10% of the contract price (\$172,954) for a total consultant budget not-to-exceed \$1,902,495.
4. Authorizes the Director of Public Works to issue the CEQA Notice of Exemption.
5. Funding is as follows:

Description	Fund/Funding Source	Expense GL Account	Amount
R18-81 Construction Contract	741 - Streets Capital Improvement – Grant OBAG III	741-50-14-31-60	\$1,206,000
R18-81 Construction Contract	741 – Grant TFCA	741-50-14-31-60	\$149,344
R18-81 Construction Contract	740 – Traffic Mitigation Impact Fees	741-50-14-31-60	\$235,830
R18-81 Construction Contract	240 – Measure U	741-50-14-31-60	\$138,367
R18-81 Contingency	240 – Measure U	741-50-14-31-70	\$172,954

Approved at a Regular Meeting of the St. Helena City Council on November 18, 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: PUBLIC HEARINGS:

Department: Administration

DATE:	November 18, 2025
FROM:	Andrew Bradley, Program Manager
SUBJECT:	Reed Woodson (270 Pratt Avenue) Short-Term Rental (STR) Tourism Occupancy Tax (TOT) Appeal.
RECOMMENDED ACTION:	Staff recommends City Council conduct a hearing, deny the claim, and uphold the ruling of the Hearing Officer dated October 10, 2025.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	Conduct a public hearing and make a determination on the Short-Term Rental (STR) Tourism Occupancy Tax (TOT) appeal by Reed Woodson (270 Pratt Avenue).
FINANCIAL IMPACT:	The financial impact is dependent on City Council action. The total amount of the appeal is \$48,566.05.

BACKGROUND:

The City of St. Helena regulates short-term rentals (STRs) through St. Helena Municipal Code (SHMC) Chapter 17.05.100, which requires all STR operators to obtain a valid business license, comply with operating standards, and remit Transient Occupancy Tax (TOT) in accordance with SHMC Chapter 3.28.

All lodging establishments, including STRs, are required to collect and remit TOT on the rent charged to guests. The tax revenue supports general City services, including public safety, infrastructure, and community amenities.

In July 2021, the City received an anonymous report that the property at 270 Pratt Avenue was operating as an illegal STR. In June 2023 staff sent the property owner a "Cease and Desist" letter and began the process of collecting unpaid TOT. On December 18, 2024, the City sent Mr. Woodson a letter reiterating the requirement to pay the required TOT, interest, and penalties in the amount of \$48,566.05 for the period March 2020 through September 2023 (for the period he operated a STR from March 2020 to June 2023). Mr. Woodson requested a hearing on the amount assessed, and Mr. Woodson and the City agreed that the Public Works Director would hear the matter instead of the tax administrator.

The administrative hearing was held on July 24, 2025 with Joseph M. Leach acting as the hearing officer. The Administrative Hearing Summary and Ruling was issued on October 10, 2025. On October 23, 2025, Mr. Woodson made a written request to the City Clerk to appeal the October 10, 2025, ruling to the City Council pursuant to SHMC

Section 3.28.090. The City, after consulting Mr. Woodson, set the appeal hearing for the November 18, 2025, City Council meeting.

DISCUSSION:

The October 10, 2025, ruling appealed by Mr. Woodson is attached. The City determined, and the Hearing Officer upheld, the TOT amount, penalties and interest due based on Mr. Woodson's self-reported STR income, as follows:

Description	Amount
GROSS Room Rents	\$245,282.29
TOT Collections	\$31,886.70
Penalties	\$6,377.34
Interest	\$10,302.01
Total Due	\$48,566.05

TOT Amounts. Under SHMC Section 3.28.020, the TOT is 13% of the rent charged by the operator. Between March 2020 and September 2023, Mr. Woodson self-reported that he charged and received \$245,282.29 in rent. Therefore, the TOT payments "TOT Collections" would be \$31,866.70. Under SHMC Section 3.28.060, the Tax Administrator has established a monthly reporting period and set the due date for TOT as the last day of the month following the reporting period (e.g., March TOT is due by the end of April).

Penalties. Under SHMC Section 3.28.070(A), if an operator fails to timely remit TOT when due, the operator must pay a penalty of 10% of the TOT due, in addition to the TOT. Under SHMC Section 3.28.070(B), if an operator fails to remit delinquent TOT within 30 days of the date the TOT first became due, the operator must pay a second penalty of 10% of the TOT, in addition to the TOT and the first 10% penalty. The City assessed two delinquency penalties for the TOT amounts due between March 2020 and September 2023 correctly, totaling \$6,377.34 in penalties for that period.

Interest. Under SHMC Section 3.28.070(D), in addition to penalties, an operator who fails to remit TOT under Chapter 3.28, must pay interest at the rate of 1.67%, from the date the TOT first became delinquent (e.g., if the TOT was due by the end of April, interest is assessed beginning in May). The City assessed interest for the TOT amounts due between March 2020 and September 2023 correctly, totaling \$10,302.01 for that period.

Mr. Woodson did not submit any written evidence for consideration for the July 24, 2025, administrative hearing. He has submitted a written statement for this appeal hearing, which is attached.

The procedure for this appeal is limited pursuant to SHMC Section 3.28.090. The procedure set forth that the appeal is limited to “any decision of the tax administrator with respect to the amount of such tax, interest and penalties.” The City Council shall conduct a hearing to determine whether the TOT amounts, penalties, and interest were correctly assessed.

Under Helena Municipal Code Section 3.28.090, the City Council's findings are final and any amount found to be due shall be immediately due and payable upon the service of notice.

ENVIRONMENTAL REVIEW:

N/A

GOAL:

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[10.10.25 Administrative Hearing Ruling 270 Pratt Ave-c1 FINAL signed2](#)
[JJS Revised Statement Regarding City of St. Helena STR Enforcement at 270 Pratt Avenue](#)

270 Pratt Avenue
Administrative Hearing Summary & Ruling
October 10, 2025
Page 1 of 4

City of St. Helena

Summary & Ruling Following a Hearing on the Determination of the Amount of Transient Occupancy Tax, Interest and Penalties Due

Hearing Date: July 24, 2025, 1:00 pm
Location: Virtually via Microsoft Teams
Hearing Officer: Joseph M. Leach, PE, Assistant City Manager
Operator: Reed Woodson
Subject Property: 270 Pratt Avenue, St Helena
Ordinance Section(s) Cited: St. Helena Municipal Code violations

- 3.28.020 Tax Imposed.
- 3.28.060 Reporting and remitting.
- 3.28.070 Penalties and interest.
- 3.28.080 Failure to collect and report tax – Determination of tax by Tax Administrator.

Summary of Proceedings:

On the above date, I, Joseph M. Leach, conducted an administrative hearing as the hearing officer (instead of the tax administrator), as mutually agreed to by Operator and the City of St. Helena (“City”), to review the amount of transient occupancy tax (“TOT”), penalties, and interest assessed against Operator for the period between March 2020 and September 2023 for violation(s) of the St. Helena Municipal Code (“SHMC”) cited above. Under SHMC Section 3.28.060, operators of transient rentals are required to report the total amount of rents charged and collected, the TOT collected, and remit TOT payments to the City on a monthly basis.

The following parties were present:

- **City Representative:** Mandy Kellogg, Administrative Services Director and Aaron Chandler, Best Best & Krieger.
- **Operator:** Reed Woodson, self-represented.

Evidence presented by Mr. Woodson included:

- Mr. Woodson did not present any documents but provided verbal testimony on the following:
 - He began operating a Short-Term Rental (“STR”) in March 2020.
 - He did not know of the requirements to operate a STR.
 - His operation was anonymously reported to the City staff in July 2021 for operating an “illegal STR.”
 - He received a letter to “Cease & Desist” (“C&D”) in June 2023, which was the first he had learned of his non-compliant action.

270 Pratt Avenue
 Administrative Hearing Summary & Ruling
 October 10, 2025
 Page 2 of 4

- He referred to correspondence between Aaron Heacock (Senior Planner), and council members Anna Chouteau and Paul Dohring, "... demonstrating the City's knowledge of the situation in 2021."
 - Upon receipt of the C&D, he "immediately stopped" the operation and removed all website advertisements.
 - Mr. Woodson alleges the City Attorney's office provided an opinion that the City could legally recover both unpaid taxes (e.g. TOT) and penalties.
 - Letter asserts that TOT and penalties could legally be collected from when advertising started for the STR, i.e., March 2020.
 - Mr. Woodson noted that it is "...illegal to impose civil fines."
- Mr. Chandler noted that the City waived the imposition of civil penalties under the STR Ordinance (SHMC Section 17.05.100).

Findings of Fact:

1. Mr. Woodson operated a STR without a short-term rental permit as required by SHMC Section 17.05.100 from March 2020 through June 2023. This decision does not concern violations under SHMC Section 17.05.100. Because Mr. Woodson operated a STR, he was an "operator" and the Subject Property was a "hotel" as those terms are defined under SHMC Section 3.28.010 and he is required to make TOT payments to the City. Illegal short-term rentals are subject to the City's TOT Ordinance (SHMC, Chapter 3.28).
2. Mr. Woodson alleges that he was unaware of the requirements to operate a STR (and impliedly, unaware of TOT requirements). However, ignorance of the law is not grounds for relief. (*Hopkins & Carley v. Gens* (2011) 200 Cal.App.4th 1401, 1412.) Mr. Woodson is still responsible for paying TOT amounts, interest and penalties pursuant to City's TOT Ordinance (SHMC, Chapter 3.28).
3. On January 9, 2024, the City provided a letter to Mr. Woodson citing its intention to impose the TOT/interest totaling \$48,574.57 along with an equal amount in civil penalties (\$48,574.57) under the STR Ordinance for a total of \$97,149.14. The calculation of TOT, interest, and penalties is based upon records provided by Mr. Woodson that he obtained from the STR internet platform (i.e., Airbnb) ("Airbnb Records") which records revenue collected per rental event.
4. On September 10, 2024, the City sent a letter to Mr. Woodson rescinding the imposition of \$48,574.57 in civil penalties under Section 17.05.100 for violating the STR Ordinance based upon Mr. Woodson's, "... cooperation and swift correction of violation..." Mr. Woodson was still required to pay TOT, interest and penalties.
5. On December 18, 2024, the City sent a letter to Mr. Woodson reiterating the requirement to pay the required TOT, interest, and penalties with a corrected amount of \$48,566.05.
6. I have reviewed the calculations for TOT amounts, interest and penalties the City assessed Mr. Woodson from the period March 2020 through September 2023¹ (for the period he operated a STR from March 2020 to June 2023). This decision is limited to whether total amount of TOT, interests and penalties assessed by the City for the period March 2020

¹ Amounts assessed July through September 2023 are for interest and penalties resulting from unpaid TOT due earlier.

270 Pratt Avenue
 Administrative Hearing Summary & Ruling
 October 10, 2025
 Page 3 of 4

through September 2023 is correct. This decision does not address TOT amounts, interest and penalties before or after that period.

7. I have reviewed the Airbnb Records and the City's supporting documentation for the calculations for TOT, penalties and interest for the period March 2020 through September 2023 and find that the amounts were correctly assessed as follows:

Description	Amount
GROSS Room Rents	245,282.29
TOT Collections	31,886.70
Penalties	6,377.34
Interest	10,302.01
Total Due	48,566.05

TOT Amounts. Under SHMC Section 3.28.020, the TOT is 13% of the rent charged by the operator. Between March 2020 and September 2023, Mr. Woodson charged and received \$245,282.29 in rent. Therefore, the TOT payments "TOT Collections" would be \$31,886.70. Under SHMC Section 3.28.060, the Tax Administrator has established a monthly reporting period and set the due date for TOT as the last day of the month following the reporting period (e.g., March TOT is due by the end of April).

Penalties. Under SHMC Section 3.28.070(A), if an operator fails to timely remit TOT when due, the operator must pay a penalty of 10% of the TOT due, in addition to the TOT. Under SHMC Section 3.28.070(B), if an operator fails to remit delinquent TOT within 30 days of the date the TOT first became due, the operator must pay a second penalty of 10% of the TOT, in addition to the TOT and the first 10% penalty. The City assessed two delinquency penalties for the TOT amounts due between March 2020 and September 2023 correctly, totaling \$6,377.34 in penalties for that period.

Interest. Under SHMC Section 3.28.070(D), in addition to penalties, an operator who fails to remit TOT under Chapter 3.28, must pay interest at the rate of 1.67%, from the date the TOT first became delinquent (e.g., if the TOT was due by the end of April, interest is assessed beginning in May). The City assessed interest for the TOT amounts due between March 2020 and September 2023 correctly, totaling \$10,302.01 for that period.

Conclusion:

Based on the findings of fact and applicable law, I conclude that Mr. Woodson operated a STR at the Subject Property without a permit from March 2020 through June 2023, and that the City correctly assessed \$48,566.05 in TOT amounts, penalties and interest for the period March 2020 through September 2023.

270 Pratt Avenue
Administrative Hearing Summary & Ruling
October 10, 2025
Page 4 of 4

Ruling/Order:

☒ The citation/violation is **upheld**.

☐ The citation/violation is **dismissed**.

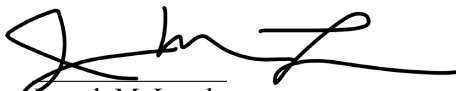
☒ Operator is ordered to pay \$48,566.05 by October 25, **unless** Operator appeals this decision.

Right to Appeal:

Per SHMC Section 3.28.090, Operator may appeal this decision “with respect to the [TOT] amount of such tax, interest and penalties” by filing a notice of appeal with the City Clerk by October 25, 2025 (15 days from the date below).

Issued this 10th of October 2025

By:

A handwritten signature in black ink, appearing to read 'J. Leach', written over a horizontal line.

Joseph M. Leach
Hearing Officer, City of St. Helena

Introduction: Appeal and Demand for Offset

Pursuant to St. Helena Municipal Code (SHMC) Section 3.28.090, Reed Woodson hereby submits a written response in support of his appeal of the October 10, 2025, Administrative Ruling ordering him to pay \$48,566.05.

This appeal is not merely a challenge to the calculation of the Transient Occupancy Tax (TOT). It is a demand for resolution based on the City of St. Helena's unprecedented acts of unlawful enforcement that caused Mr. Woodson substantial and actionable financial damages.

The core dispute is that on January 9, 2024, the City issued Mr. Woodson a bill for nearly \$100,000, composed of a retroactive TOT bill and an equally large civil penalty. As revealed later by internal City records, this civil penalty was issued despite the City Attorney's own explicit warning that such penalties were "legally unenforceable" without a "meaningful opportunity to cure," a right the City never afforded Mr. Woodson. (See Exhibit 1).

This unlawful financial demand was not a harmless error; it was a financially calamitous event. Faced with a \$100,000 liability he could not pay, Mr. Woodson was forced to abandon his plan to bring the family property into compliance as a long-term rental. As further detailed below, Mr. Woodson was instead forced into a distressed sale, incurring hundreds of thousands of dollars in debt, destroying his credit, and causing immense personal and financial harm.

The City's subsequent decision to *rescind* the unlawful civil penalty in September 2024, nine months later, came far too late. The forced sale and financial spiral were already irreversible. Mr. Woodson, however, would only learn of the impropriety of the penalties when records were produced through a later PRA request.

The \$48,566.05 in taxes and interest upheld in the October 10 Ruling is the direct, remaining fruit of that poisonous tree. The City cannot now sanitize its actions by seeking to collect one half of a demand that was, from its inception, illegally and willfully inflated. This is especially so as the record provided below further shows that the City was aware of the alleged non-compliant rental and simply chose to not notify Mr. Woodson to purposefully increase penalty exposure.

The City's actions have exposed it to significant civil liability for the financial and emotional harm Mr. Woodson endured. The financial damages Mr. Woodson suffered as a direct result of the City's unlawful enforcement actions far exceed the City's current claim. These damages should be resolved by and through a full offset of the remaining tax liability.

The following Statement of Facts details the timeline of the City's misconduct and the resulting damages.

Statement of Facts: City Misconduct and Resulting Damages

1. The City's Failure to Notify and Willful Entrapment

Mr. Reed Woodson owned his home at 270 Pratt Avenue in St. Helena, CA, which had been in his family for over 40 years. In July 2023, Mr. Woodson was notified by the City of St. Helena that his use of the property as a short-term rental (STR) violated city ordinances.

Shortly after receiving this notice, Mr. Woodson was contacted by City Attorney Yara Wahba, who requested that he provide historical booking data from Airbnb. Mr. Woodson voluntarily complied. At no point was he informed that he had a right to remain silent, to consult legal counsel, or that the information he submitted could and would be used against him. He was not under subpoena, nor was he informed that his cooperation was optional.

Public records later revealed that City officials, including Councilmembers Hecock, Chouteau and Prestwich had been notified of the alleged STR violation as early as 2021. However, the City took no enforcement action, provided no warning, and offered Mr. Woodson no opportunity to cure. By waiting two years to enforce retroactively, the City effectively enabled penalties to accrue, depriving Mr. Woodson of due process and maximizing the financial penalty.

2. The City's Knowingly Unlawful Penalties

Immediately upon receipt of the notice, Mr. Woodson ceased all short-term rental activity. He then made a plan to bring the property into compliance by converting it into a lawful long-term (30+ day) rental. To facilitate this, he secured a home equity line of credit (HELOC) and began a phased renovation of the property. This included infrastructure improvements and interior updates.

But on January 9, 2024, the City of St. Helena issued two penalties: a retroactive transient occupancy tax (TOT) bill and a civil penalty totaling nearly \$100,000. Both were later revealed to have been issued in violation of due process and state law.

Just three weeks before the City issued these penalties, internal City emails show that City Attorney Wahba had explicitly warned staff and elected officials that such penalties were legally unenforceable unless the homeowner was first given formal notice and a meaningful opportunity to cure the alleged violation. (See Exhibit 1). The City issued them anyway — a willful violation of due process and municipal law that heightens its exposure to civil liability.

Faced with overwhelming financial pressure at this point, Mr. Woodson was forced to abandon his renovation plan for long-term rental use and instead prepare the home for immediate sale. This pivot included installing a new metal roof and completely replacing the wood siding of the house to meet fire insurance requirements, building a separate structure for a carport, replacing the deck, etc —all expenses necessary to attract a buyer, but not one he would have undertaken had he continued with his original rental plan. This change of course marked the beginning of a financial and emotional spiral.

By the end of the renovation, Mr. Woodson had exhausted his funds, including both his first mortgage and the newly originated home-equity line of credit (HELOC). He was forced to borrow over \$300,000 from his general contractor—whom he repaid through escrow—and took personal loans from close friends to survive in the interim. The roofing contractor, too, was not paid until the sale of the home. These debts caused immense shame and emotional distress. During this time, Woodson’s credit score collapsed from a perfect 850 in July of 2023 to 595 at the time of the close of escrow, all directly attributable to the financial chaos created by the City’s unlawful actions.

3. Mr. Woodson’s Discovery of the City’s Willful Misconduct

Mr. Woodson had no way of knowing that the City’s \$100,000 demand was issued in bad faith. In an effort to address the basis for the City’s enforcement decisions, Mr. Woodson filed a Public Records Act (PRA) request in or about spring 2025. The City responded with a disorganized data dump of more than 200 files, many of which had no relevance to his property whatsoever, including sprinkler permits, water complaints, and code violations from unrelated homes throughout St. Helena. This tactic appeared designed to frustrate and delay discovery of the most damning document: the December 2023 email from Ms. Wahba confirming that penalties like the ones imposed on Mr. Woodson would be unlawful without notice and opportunity to cure. He found this document only after extensive effort and legal assistance.

As addressed above, the PRA production also revealed that City Councilmembers Hecock, Chouteau and Prestwich had been personally notified about the alleged STR violation at 270 Pratt as early as 2021, but no enforcement action was taken at the time. Mr. Woodson received no warning, no outreach, and no opportunity to cure. By waiting two years and then enforcing retroactively, the City enabled large penalties to accrue, depriving him of due process and increasing the financial damage.

When Mr. Woodson later confronted the City about its failure to conduct public education or outreach regarding its STR laws, including directly to Mr. Woodson despite the City’s ongoing knowledge of the alleged violation, the City responded that “ignorance of the law is not a defense.” Yet the City *knowingly* broke the law for its own financial gain in refusing to follow its own legal counsel’s advice and violating the very legal principles it claimed to uphold.

This hypocrisy lays bare the City’s disregard for legal boundaries, a reckless course that compounds its culpability, broadens its exposure to civil liability, and underscores its responsibility for the financial and emotional harm Mr. Woodson endured as a direct result of its unlawful actions.

The financial impact of the City’s unlawful actions extended far beyond the immediate penalties. In addition to the forced-sale transaction losses exceeding \$125,000 in brokerage commissions, escrow fees and staging costs, Mr. Woodson incurred substantial ancillary losses that never would have occurred but for the City’s misconduct. These include moving and storage expenses, title and recording fees, professional opportunity costs from time diverted away from his business, and months of lost income resulting from the forced liquidation process. Each of these expenses flowed directly from a sale that never should have occurred.

The cumulative effect of these losses far exceeds the City's remaining claim, rendering any further collection not only inequitable but unjust.

While Mr. Woodson no longer resides in St. Helena and no longer owns the subject property, the consequences of the City's misconduct continue to shape his life. Rather than compel additional proceedings, Mr. Woodson therefore requests that the Council exercise its authority under SHMC § 3.28.090 to offset the City's claim in full, as a means of equitable restitution for the damages directly caused by the City's unlawful enforcement. Doing so would not only restore a measure of justice, but also help avoid unnecessary litigation and begin to repair the damage done.

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Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS:

Department: Planning

DATE:	November 18, 2025
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Introduction and waive the first reading of a proposed ordinance to approve and adopt Zoning Ordinance Amendment (ZOA 2025-002) to amend Section 17.16.030, end note 5 and Section 17.35.050(A) of the St. Helena Municipal Code.
RECOMMENDED ACTION:	1. Find that the proposed changes to Chapters 1.12, 17.05, and 17.32 of the St. Helena Municipal Code are exempt from CEQA Guideline 15061 (b)(3); and 2. Introduction and waive the first reading of a proposed ordinance (ZOA2025-002) amending Section 17.16.030, end note 5 and Section 17.35.050(A) of the of the St. Helena Municipal Code.
PREVIOUS COUNCIL ACTION:	The Council provided policy direction on this topic on July 22, 2025.
STATEMENT OF THE PURPOSE:	To amend the zoning ordinance to clarify that covered porches, balconies and similar structures do not count towards gross floor area.
FINANCIAL IMPACT:	There is no direct fiscal impact as a result of adoption of this zoning ordinance amendment.

BACKGROUND:

In 2020, the City of St. Helena initiated a General Plan implementation action and began a three-year process of completing a comprehensive update to the City's zoning code. The process involved the formation of a zoning code subcommittee, numerous public meetings and discussions, culminating in the adoption of the comprehensive zoning code update on October 23, 2023.

During the process of developing the code update, the City's planning consultant, Lisa Wise Consulting ("LWC"), conducted stakeholder interviews to gather insight and perspective. In its summary of those interviews, LWC indicated that stakeholders discussed, among other things, "observations about new residential builds that are out of context with neighborhood scale and mass; [and] the need for reduction in allowable floor area ratio (FAR). (City of St. Helena Zoning Code Update Recommendations Memo and Annotated Outline (June 26, 2020), p. 4.) In partial response to these observations, LWC recommended deleting the floor area ratio standards in the code for residential districts and instead establishing a maximum building gross floor area for

single family residences on a range of lot sizes, which resulted in a slightly reduced allowable floor area for single family homes in residential districts.

The Zoning Code, as amended, establishes the “maximum gross floor area” that may be developed on lots within the LR-1A, LR and MR residential districts (these are the City’s single family residential districts). The maximum gross floor area, based on lot size, is set forth in End Note 4 to Section 17.16.030 of the Zoning Code (for the MR District) and Table 17.16.030(C), also in Section 17.16.030 (for the LR-1A and LR Districts). End Note 5 to Section 17.16.030 includes “additional standards” that apply within the residential zoning districts, and as part of those “additional standards”, End Note 5 declares that certain buildings and structures are “exempt from max. building gross floor area,” including “[a] balcony, porch, deck or other structure that is unenclosed on at least three sides.” (Zoning Code sec. 17.16.030, End Note 5(b)(iv).) Section 17.16.030, including End Note 5, and all proposed ordinance amendments are included in the attached ordinance.

The manner in which “floor area” is measured is set forth in Zoning Code Chapter 17.34, “Rules of Measurement”. Section 17.34.050 declares that “[t]he floor area is measured as the sum of the gross horizontal floor areas of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings.” Section 17.34.050 goes on to list certain areas that are included and excluded from the calculation of floor area. Amongst the areas that are included in the gross floor area are: “In cases where no walls exist, the area covered by the roof excluding two feet on each side of a standard roof projection.” (Zoning Ordinance Section 17.34.050(A)(1)(b) [emphasis added].) Section 17.34.050 is attached to this staff report as Attachment No. 2. Therefore, on the one hand, all areas covered by a roof (excluding a standard roof projection) are included within the calculation of gross floor area, but on the other hand under Section 17.16.030, End Note 5, balconies, porches, decks or other structure that are unenclosed on at least three sides are excluded from the calculation of gross floor area.

A few weeks following adoption of the Zoning Code update by City Council, while staff was preparing the final code changes to the code publisher, City staff raised questions regarding whether covered balconies, porches, decks would be counted toward gross floor area, given the language in the Rules of Measurement stating that all covered areas are counted toward gross floor area. The representative from LWC believed the intent of the City, based on the language in the Rules of Measurement, was to include all areas covered by a roof within the calculation of gross floor area, and the City should make a clarifying change to End Note 5 to add the word “uncovered” to End Note 5, to declare that areas that are excluded from the calculation of gross floor area include “an uncovered balcony, porch, deck or other structure that is unenclosed on at least three sides.” The LWC representative viewed this as a change to correct a clerical error that would have no substantive impact on the Code. As a result, the word “uncovered” was added to End Note 5. Staff also included an edit to Section 17.34.050(A)(2)(f) to state that uncovered balconies, porches, patios and decks were to be excluded from the calculation of floor area, in an effort to be consistent with the change to End Note 5.

These changes were made after the adoption of the code, and not part of a formal Council adoption, based on the logic that they were clerical, clarifying edits.

In the fall of 2024, while working with the City to process a Design Review application for a proposed project, Dan Hale noted the change to End Note 5 between the Code adopted in October 2023 and version available online and at City Hall. The City received a letter from an attorney representing Mr. Hale questioning the inclusion of these changes in the code and asking that they be removed from the code if they were inadvertently included. The City Attorney responded to Mr. Hale's attorney, acknowledging that the changes to End Note 5 and Section 17.34.050(A)(2)(f) should not have been made without a corresponding ordinance approved by Council, and stated that the referenced changes would be removed from the Zoning Code. However, the City Attorney also indicated that these two changes were intended to be clarifying, and were consistent with the Zoning Code's treatment of covered patios as it was adopted in October 2023. This position that the changes were intended to be clarifying was based on City staff (and the City Attorney's) position that the language in the Rules of Measurement requiring that all areas covered by a roof are part of the "gross floor area" was intended to be controlling, and the exemption in End Note 5 was intended to be limited to uncovered balconies, porches, decks and similar structures, and would not change the overarching rule set forth in the rules of measurement. The City Attorney indicated that an ordinance formally amending End Note 5 and Section 17.34.050(A)(2)(f) would come forward at a later date.

City staff did move forward with an ordinance that would add "uncovered" to End Note 5, and make an edit to Section 17.34.050(A)(2)(f) to state that uncovered balconies, porches, patios and decks were to be excluded from the calculation of floor area. The Planning Commission recommended by a 4-0 vote on April 15, 2025 to approve the proposed ordinance. The proposed ordinance was scheduled to be heard by the Council on May 13, 2025, but following extensive written public comment, City staff decided to pull the item to engage in more discussions with interested stakeholders before bringing an item forward.

The City Attorney engaged in discussions with interested members of the community. Following these discussions and further review of the Zoning Code language, the City Attorney changed his opinion, determining that the most logical interpretation of the current code language is that the exemption for patios, porches and decks in End Note 5 is intended to apply specifically to covered patios, porches, decks and similar structures that are unenclosed on three sides. The City's Attorney's updated position is laid out in more detail in the memo included as Attachment No. 3.

Given the level of confusion this language has caused, the City Attorney brought a discussion item to the City Council on July 22, 2025 to request policy direction for making clarifying amendments to the Zoning Code, so it is clear whether or not covered patios, porches, decks and similar structures should be included in the calculation of gross floor area. Some of the background provided to the City Council in favor of why covered porches should be excluded from floor area included:

Covered patios and porches are consistent with the character of St. Helena, and including them as part of gross floor area discourages their use, because homeowners are forced to choose between covered outdoor area and interior living space.

- Covered patios, etc. should be encouraged because they help with natural cooling of the interior of homes, and provide for shaded outdoor areas, which are particularly beneficial in light of increasing temperatures due to climate change.
- This is a change from the City's historic treatment of covered patios, etc., and as a result some existing homes will become legal nonconforming uses if the home, inclusive of the covered outdoor areas, now exceed the maximum gross floor area. As a result, those homes will not be able to expand unless the owners comply with the new gross floor area limits.
- This will further restrict existing homeowners' ability to add on to their homes to address a change in life circumstance (e.g., having additional children, taking in an elderly parent) if they have covered outdoor areas.

At that meeting the City Council unanimously directed the City Attorney to prepare an ordinance for consideration by the Planning Commission and Council that would exclude covered patios, porches and decks in the calculation of gross floor area. This Zoning Ordinance Amendment reflects the direction provided.

On October 21, 2025, the Planning Commission unanimously approved (4-0) a recommendation that the City Council approve an ordinance amending the zoning ordinance pertaining to excluding covered porches, patios and decks in the calculation of gross floor area.

DISCUSSION:

Staff finds that the proposed amendments bring internal consistency to the code both within the residential development standards Chapter and also in the Rules of Measurement Chapter.

17.16.030 Endnote 5 (b)(iv):

The proposed change to the residential development standards table adds the words "whether covered or uncovered" and deletes "that is unclosed on at least three sides." The deletion of the above phrase makes the code easier to interpret and is less restrictive.

17.34.050 A (1)(b):

The deletion of section (b) makes clear that the "floor area" used to determine maximum gross floor area for residential uses does not include outdoor covered spaces, such as porches, covered patios, and similar outdoor spaces. This is consistent with the direction received from Council.

17.34.050(A)(2)(e), (f) and (g):

The deletion of subsections e, f and g from Section 17.34.050(A)(2), which lists the areas that are excluded from the definition of “floor area” as shown below and also in the attached redline ordinance is recommended as well. This language is unnecessary since the calculation of “floor area” is only used for residential uses, and each of the areas in these deleted subsection would only exist in non-residential buildings. Additionally, each of the described areas are outside covered areas, and if Section 17.34.050(A) is amended to make clear that only interior areas are included in floor area, it is not necessary to include these subsections in the code.

~~e. In nonresidential buildings, areas used for off-street parking spaces or loading spaces, driveways, and maneuvering aisles that are located below the finished grade of the property.~~

~~f. Arcades, porticoes, and similar open areas that are located at or near street level and are accessible to the general public but are not designed or used as sales, display, storage, service, or production areas.~~

~~g. Outside areas used for sales and/or display (e.g., plant nurseries, building materials, auto sales, wine production, etc.).~~

Clarifying Changes to Section 17.34.050(A):

In addition to the more substantive edits discussed above, staff is recommending a few minor clarifying changes to Section 17.34.050(A). In Subsections 17.34.050(A)(1) and (2), staff is recommending to revised the headings to indicate each subsection includes items included and excluded from “Floor Area Measurement”, so that the language is consistent with the heading in Subsection 17.34.050(A).

Secondly, Section 17.34.050(A)(1)(d) currently declares that “All floors of enclosed stairways, stairwells or elevator shafts” are included in floor area measurement, but Section 17.34.050(A)(2)(d) declares that “[i]n the case of a multistory building that has covered or enclosed stairways, stairwells or elevator shafts, the horizontal area of such features shall be counted only once at the floor level of their greatest area of horizontal extent.” In other words, Section 17.34.050(A)(1)(d) states that all floors of these areas are included in floor area measurement, but Section 17.34.050(A)(2)(d) states that only the ground floor of these areas are included in floor area measurement. After reviewing this section, staff believes it would be more clear to move the language in Section 17.34.050(A)(2)(d) to the list of areas that are included in floor area measurement. This is a non-substantive change, but hopefully will make the requirements more clear for the user.

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 - porches and floor area-FINAL](#)

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AMENDING SECTION 17.16.030 END NOTE 5 AND SECTION 17.34.050(A) OF
TITLE 17 OF THE ST. HELENA MUNICIPAL CODE REGARDING CALCULATION
OF FLOOR AREA**

WHEREAS, Title 17 of the St. Helena Municipal Code (SHMC) includes development standards and also rules of measurement for calculating gross floor area; and

WHEREAS, SHMC section 17.34.050(A) establishes parameters for what is included and excluded in the floor area calculation for residential uses in the City; and

WHEREAS, End Note 5 of SHMC Section 17.16.030 (Development Standards) currently states balconies, porches and decks are exempt from inclusion in the calculation of gross floor area; and

WHEREAS, the City Council conducted a policy discussion on whether covered balconies, porches, decks or similar structures should count towards floor area on July 22, 2025, and received input from City staff and members of the public; and

WHEREAS, in response to that policy discussion, the City desires to amend SHMC Section 17.16.030, End Note 5 and Section 17.34.050, to ensure internal code consistency and clarify that covered balconies, porches, decks and similar structures are not included in the calculation of residential gross floor area and make certain other minor clarifying changes to the these sections; and

WHEREAS, the Planning Commission held a duly noticed public hearing at a Regular Meeting on October 21, 2025, on the proposed Ordinance during which public hearing the Planning Commission received comments from City staff and members of the general public and recommended approval to the City Council through Resolution No. ____; and

WHEREAS, the City Council held a duly noticed public hearing on November 18, 2025 on the proposed Ordinance, during which public hearing the City Council received comments from City staff and members of the public; and

WHEREAS, the City Council desires to approve the requested amendments to Section 17.16.030 End Note 5 of Chapter 17.16 (Development Standards- Residential Districts) and amending Chapter 17.34.050 A 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 to Section 17.16.030. Section 17.16.030, End Note 5 of the St. Helena Municipal Code is hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

Endnote 5 The following additional standards apply for existing development and new construction in the LR-1A, LR, MR, and HR zoning districts:

- a. The max. building gross floor area may be increased by four hundred (400) sf for construction of an ADU.
- b. The following buildings and areas are exempt from max. building gross floor area:
 - i. One covered parking space with a max. floor area of two hundred (200) sf;
 - ii. Nonhabitable accessory buildings with a max. floor area of one hundred twenty (120) sf;
 - iii. A nonhabitable basement or attic; and
 - iv. A balcony, porch, deck, or other similar structure, whether covered or uncovered that is unenclosed on at least three sides.

Section 3. Amendment to Section 17.34.050. Section 17.16.050 of the St. Helena Municipal Code is hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

A. Areas Included in Floor Area Measurement. The floor area is measured as the sum of the gross horizontal floor areas of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings. Areas included and excluded from floor area are listed below.

1. Included in Floor Area ~~Calculation~~ Measurement.
 - a. All habitable space (as defined in the building code) that is below the roof and within the outer surface of the main walls of principal or accessory buildings or the centerlines of party walls separating such buildings or portions thereof.
 - b. ~~In cases where no walls exist, the area covered by the roof excluding two feet on each side of the structure for a standard roof projection.~~
 - b.e. Interior walkways or corridors, interior courtyards, walkways, paseos, or corridors covered by a roof or skylight.
 - c.d. All floors of enclosed stairways, stairwells or elevator shafts. In the case of a multistory building that has covered or enclosed stairways, stairwells or elevator shafts, the horizontal area of such features shall be counted only once at the floor level of their greatest area of horizontal extent.
2. Excluded From Floor Area Measurement.
 - a. Mechanical, electrical, and communication equipment rooms that do not exceed two percent of the building's gross floor area.
 - b. Bay windows or other architectural projections where the vertical distance between the lowest surface of the projection and the finished floor is thirty (30) inches or greater.
 - c. Any areas that satisfy the landscape and open space base zone

requirements.

~~d. In the case of a multistory building that has covered or enclosed stairways, stairwells or elevator shafts, the horizontal area of such features shall be counted only once at the floor level of their greatest area of horizontal extent.~~

~~e. In nonresidential buildings, areas used for off-street parking spaces or loading spaces, driveways, and maneuvering aisles that are located below the finished grade of the property.~~

~~f. Arcades, porticoes, and similar open areas that are located at or near street level and are accessible to the general public but are not designed or used as sales, display, storage, service, or production areas.~~

~~g. Outside areas used for sales and/or display (e.g., plant nurseries, building materials, auto sales, wine production, etc.).~~

~~d.h. A building or structure consisting of nonusable floor space such as a garage, carport, or storage shed.~~

~~e.i. Unfinished attics, crawlspaces, and basements shall not be included unless converted and finished as usable floor space.~~

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 18th day of November, 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



City of St. Helena City Council

Project: Zoning Ordinance Amendment (ZOA 2025-002) to amend Title 17 of St. Helena Municipal Code pertaining to exempting uncovered balconies, porches and decks from gross floor area

Staff: Maya DeRosa

Community Development Department

November 18, 2025



Background

- The zoning ordinance amendment which is the subject of this agenda item reflects the policy direction from the City Council on July 22, 2025 to not count covered porches, balconies and other structures towards residential gross floor area.
- On October 21, 2025, the Planning Commission held a public hearing on the proposed ordinance amendment and recommended (4-0) the City Council approve the ZOA.



Recommended Redline Changes: Table 17.16.030 B, End Note to Building Gross Floor Area



Table 17.16.030.B: Development Standards – Residential Zoning Districts

Standard	LR-1A	LR	MR	HR	Key
Max. Building Gross Floor Area (all floors) ⁵	Refer to Table 17.16.030.C for lots <1 acre	Refer to Table 17.16.030.C	Refer to End Note ⁴	None	
	Max. 6,069 sq ft for lots ≥1 ac in area				
Max. Building Height					
Principal Structure	30 ft	30 ft/2 stories	30 ft/2 stories	42 ft/3 stories	
			Ground floor max. ceiling height 15 ft	30 ft/2 stories for small lot development	



Recommended Redline Changes: Table 17.16.030 B, End Note 5(b)(iv)

iv. A balcony, porch, deck, or ~~other~~ similar structure, whether covered or uncovered ~~that is unenclosed on at least three sides.~~



Recommended Redline Changes: 17.34.050 (A)(2)(e)(f) and (g)

The deletion of these subsections which lists areas which are excluded from the definition of “floor area” is recommended because this language is unnecessary since the calculation of “floor area” is only used for residential uses and each of these deleted sections would only exist in non-residential buildings.

- ~~• e. In nonresidential buildings, areas used for off-street parking spaces or loading spaces, driveways, and maneuvering aisles that are located below the finished grade of the property.~~
- ~~• f. Arcades, porticoes, and similar open areas that are located at or near street level and are accessible to the general public but are not designed or used as sales, display, storage, service, or production areas.~~
- ~~• g. Outside areas used for sales and/or display (e.g., plant nurseries, building materials, auto sales, wine production, etc.).~~



Recommendation

- 1) Find that the proposed changes to Chapters 1.12, 17.05, and 17.34 of the St. Helena Municipal Code are exempt from CEQA Guideline Section 15061 (b)(3); and
- 2) Introduction and waive the first reading of a proposed ordinance (ZOA2025-002) amending Section 17. 16.030, end note 5 and Section 17.34.050(A) of the St. Helena Municipal Code.



Questions?



Agenda Report to the City Council

Agenda Section: PUBLIC HEARINGS:

Department: Finance

DATE:	November 18, 2025
FROM:	Mandy Kellogg, Administrative Services Director
SUBJECT:	Introduction and waiver of first Reading of an Ordinance Amending City of St. Helena Municipal Code Section 2.12.060 of Chapter 2.12 and Chapter 2.24 Regarding the Powers and Duties of the City Manager and Department Heads, a Title Change from Director of Finance to Director of Administrative Services and removing the City Manager's Authority to Assume the Duties of the Treasurer.
RECOMMENDED ACTION:	Introduce and waive the first reading of an Ordinance of the City Council amending Municipal Code Chapters 2.12 and 2.24 to reassign treasurer duties, in addition to retitling Director of Finance to Director of Administrative Services.
PREVIOUS COUNCIL ACTION:	December 9, 2014 - Approval of an Ordinance amending sections 2.12.060 B and 2.24.020 O of the St. Helena Municipal Code to authorize the City Manager to assume the duties of City Treasurer.
STATEMENT OF THE PURPOSE:	The purpose of this report is to introduce and waive the first reading of an ordinance amending Municipal Code Chapters 2.12 and 2.24 to reassign treasurer duties, and to retitle the position of Director of Finance to Director of Administrative Services.
FINANCIAL IMPACT:	There is no financial impact associated with this report.

BACKGROUND:

Historically, the Director of Finance has performed the duties of the City Treasurer for the City of St. Helena. This is consistent with past organizational structures, as well as the assignment in most cities, in which the financial management and treasury functions are consolidated under a single department head.

On December 9, 2014, the City Council adopted Ordinance No. 2014-14, amending Sections 2.12.060(B) and 2.24.020(O) of the St. Helena Municipal Code to authorize the City Manager to assume the statutory duties of the City Treasurer. This change reflected a restructuring of City operations intended to streamline administrative responsibilities, improve oversight of financial management, and align with best practices in municipal governance where the Treasurer role serves primarily as an oversight or coordination function rather than a separately elected or appointed position.

Since that time, the City's organizational and financial management structure has continued to evolve. The proposed ordinance seeks to formally update the Municipal Code to reflect current organizational practices by reassigning the Treasurer duties to align with modern administrative operations and renaming the Director of Finance position to Director of Administrative Services, which more accurately represents the expanded scope of departmental oversight, including finance, human resources, and related administrative functions.

Staff in various departments are reviewing the City's Municipal Code and over the next year will bring amendments to the city council as needed. These updates are intended to reflect current organizational structure and improve the municipal code.

DISCUSSION:

The ordinance amendment will ensure that the St. Helena Municipal Code accurately reflects the City's current organizational structure and delegation of responsibilities. Specifically, the amendment would:

1. Reassign Treasurer Duties: Clarify the delegation of Treasurer responsibilities to better align with the City's existing administrative and financial management practices, improving accountability and operational efficiency.
2. Update Position Title: Replace references to "Director of Finance" with "Director of Administrative Services" to reflect the broader range of duties now managed under this position, including financial management, human resources, risk management, and other administrative support functions.

By adopting the proposed amendment, the City will maintain transparency in the delegation of statutory duties while updating the Municipal Code to accurately represent the City's administrative structure and contemporary management practices.

ENVIRONMENTAL REVIEW: None.

GOAL:

Goal 7: Enhance Organizational Effectiveness

DOCUMENTS ATTACHMENTS:

[St. Helena Municipal Code Chapters 2.12 and 2.24-c1](#)

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING SECTION 2.12.060 OF CHAPTER 2.12 AND SECTIONS 2.24.010, 2.24.020, 2.24.030, AND 2.24.040 OF CHAPTER 2.24 OF TITLE 2 OF THE ST. HELENA MUNICIPAL CODE REGARDING THE POWERS AND DUTIES OF THE CITY MANAGER AND DEPARTMENT HEADS, A TITLE CHANGE FROM “DIRECTOR OF FINANCE” TO “DIRECTOR OF ADMINISTRATIVE SERVICES” AND REMOVING THE CITY MANAGER’S AUTHORITY TO ASSUME DUTIES OF THE TREASURER.

WHEREAS, state law and the California Constitution permits the City of St. Helena to adopt all local, police, sanitary, and other ordinances and regulations not in conflict with general law.

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

Section 1: The Recitals set forth above are true and correct and are incorporated by reference into this Ordinance.

Section 2: Amendments to Section 2.12.060 of Chapter 2.12.

Section 2.12.060 of Chapter 2.12 of Title 2 of the St. Helena Municipal Code is hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

“2.12.060 Powers and duties.

(A) The city manager shall be the administrative head of the government of the city, under the direction and control of the council. The manager shall be responsible for the efficient administration of all the affairs of the city, which affairs are under their his or her control.

(B) In addition to the general powers as administrative head, and not as a limitation thereon, the city manager shall have the following powers and duties:

(1) General Supervision. To execute on behalf of the council, its administrative supervision and control of such affairs of the city as may be placed in their his or her charge, or which are not otherwise provided for the council;

...

(3) Authority over Officers and Employees. To control, order, and give direction to all heads of departments and subordinate officers and employees of the city, except in matters which by state law are confined to their exclusive and uncontrolled jurisdiction, and except the city attorney. Department heads shall include: assistant city manager, director of public works director/city engineer, finance director of administrative services,

planning director of community development, police chief of police, library director, recreation director of community services, fire chief;

(4) Rules and Regulations. To prescribe such rules, regulations and polices as they he or she deems necessary or expedient for the conduct of administrative services, and to revoke, suspend, or amend any rule, regulation or policy established by any officer, department head or other person in administrative service;

...

(7) Assist the Council. To attend meetings of the council and to report upon and discuss any matters concerning the affairs of the departments, services or activities under their his or her supervision upon which, in their his or her judgment, the council shall be informed, or upon which their his or her views or opinions are requested by the council;

...

(9) Budget. To supervise the preparation of a detailed, proposed municipal budget and submit the same to the council on or before May 15th of each year, and to offer their his or her recommendations as to such increases, decreases, cancellations, transfers, or changes in any of the items included in the proposed budget as in their his or her judgment should be made before adoption of the budget after its final adoption; and to keep the council informed with respect thereto;

...

(12) Studies and Reports. To make such surveys, studies, reports and recommendations as they he or she may deem desirable on any matter affecting the interest of the people or city as budgeted or as may be requested by the council;

...

(18) Citizens' Compliance. To appropriately investigate all complaints in relation to matters concerning the administration of city government; to adjust all proper grievances within the scope of authority provided by city laws and policies, and to report to the council all injustices suffered by reason of defects or omissions in the laws, policies, or practices of the city which they he or she are is not authorized to rectify;

...

(23) Treasurer Functions. Assume all functions of the treasurer as set forth in this code and in California Government Code Sections 41000 to 41007; and

(234) Execute Settlements, Waive Fees and Resolve Specified Disputes and Appeals. To execute settlement agreements, waive otherwise applicable fees and penalties up to \$2,000, and resolve appeals subject to Chapter 1.16 and other disputes involving city codes."

Section 3: Amendments to Chapter 2.24.

Sections 2.24.010, 2.24.020, 2.24.030, and 2.24.040 of Chapter 2.24 of Title 2 of the St. Helena Municipal Code are hereby amended to read as follows (new language is underlined, deletions are in ~~strikeout~~):

“2.24.010 Office created.

The office of director of administrative services ~~finance~~/treasurer is created. The director shall be appointed and supervised by the city manager as set forth in Section 2.12.060(B)(2). The director shall execute the same form of bond as required to be executed by the city clerk pursuant to California Government Code Section 36518.”

“2.24.020 Powers and duties.

The director of administrative services ~~finance~~/treasurer shall:

...

(O) Assume all functions of the treasurer as set forth in this code and in California Government Code Sections 41000 to 41007.; ~~provided, however, that the city manager may instead assume such duties pursuant to Section 2.12.060(B), upon notice to the city council;~~

(P) Possess such other powers and perform such additional duties otherwise imposed upon the city clerk by California Government Code Sections 37200 through 37210, including any amendments thereto, which are hereby transferred to the director of administrative services ~~finance~~/treasurer. The director is authorized and required to perform all of such transferred duties;”

“2.24.030 Semi-annual ~~Quarterly~~ statement to city manager and council.

The director of administrative services ~~finance~~/treasurer shall deliver to the city manager and to the council at a regularly scheduled council meeting a budget report showing the budget status at the end of the preceding period per Financial Policy P-FI-0016 quarter.”

“2.24.040 Withholding payment when money owed city.

The director of administrative services ~~finance~~/treasurer shall allow no payment:

...”

Section 4: This action is not subject to the requirements of the California Environmental Quality Act (“CEQA”). The approval of this Ordinance is not a “project” within the meaning of 14 CCR Section 15378 (“State CEQA Guidelines”) because it has

no potential for resulting in direct or indirect physical changes in the environment. The approval of this Ordinance is exempt from CEQA review because it will not have a significant effect on the environment under Section 15061(b)(3) of the State CEQA Guidelines.

Section 5: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, of the application thereof to any person or place, if for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or places.

Section 6: The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published in accordance with Government Code section 36933. This Ordinance shall become effective thirty (30) days later.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St., Helena City Council on [REDACTED] day of [REDACTED], 2025, by the following vote:

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

APPROVED:

Paul Jamison Dohring, Mayor

ATTEST:

Andrew Bradley, City Clerk
CITY OF ST. HELENA



Agenda Report to the City Council

Agenda Section: OLD BUSINESS:

Department: Planning

DATE:	November 18, 2025
FROM:	Maya DeRosa, Community Development Director
SUBJECT:	Consideration of a resolution declaring City owned Adams Street parcel to be surplus land under the Surplus Land Act (SLA).
RECOMMENDED ACTION:	Approve a resolution declaring the City owned parcel on Adams Street (A.P.N. 009-150-006) surplus land under the Surplus Land Act (SLA).
PREVIOUS COUNCIL ACTION:	N/A
STATEMENT OF THE PURPOSE:	To declare the Adams Street parcel surplus and to send a written Notice of Availability (NOA) to affordable housing developers and certain public entities as statutorily required under AB 1486.
FINANCIAL IMPACT:	No net cost of taking this action is anticipated since all direct costs of offering and negotiating the sale will likely be eventually offset by proceeds received from the sale of the Property.

BACKGROUND:

The City is the owner of a vacant 5.6 acre site that is located at the northeast corner of Library Lane and Adams Avenue and currently exists as an active vineyard (the "Adams Street Site"). A separate, adjacent parcel includes the Library building. The Adams Street Site has a General Plan designation of Central Business and it is also zoned Central Business which allows for a mix of uses. (The library parcel is designated Public/Quasi Public (PQP) in the General Plan and is not part of the property under consideration to be declared surplus.

Development on this site should be consistent with the CB zoning designation. The purpose statement for the CB zone in Section 17.17.010 the municipal code is as follows:

The (CB) zone is intended to provide for retail, personal service uses, offices, restaurants, hotels/motels, service stations, public and quasi-public uses, and similar and compatible uses that serve local residents' day to day needs, as well as the needs of the surrounding area and tourists. Emphasis is on pedestrian-oriented retail and service uses on the ground floor level, with office and residential uses on the upper levels. This zone implements the central business general plan land use designation.

The Adams Street Site was purchased by the City in 2000, and at the time it was envisioned that it might be used for city serving facilities, such as a community center, facilities for nonprofit organizations, a library expansion, parkland and open space. In the 25 years since the City purchased the Adams Street Site, the City has made efforts to identify the most appropriate use for the site. These efforts included a community visioning and consensus-building process in 2008-2009 and resulted in an "Adams Street Property Visioning Design Portfolio" which included a project vision statement, design recommendations, and the envisioned land use plan with feasibility analysis. It was a graphically oriented document intended to serve as a guiding framework for development of the site. While many potential uses were identified, no funding was available for any of the potential uses. As a result, the site has remained undeveloped. The City subsequently issued RFPs to entice future development of the site, but ultimately the community was divided about the disposition of this asset, and the City effectively abandoned the attempt to redevelop the parcel in 2019. While the potential of the Adams Street Site was not lost on the previous City Council, the potential community opposition clearly influenced the decision to prioritize the sale of the Main Street property (and the Railroad Avenue site) which had become vacant in 2023.

On October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486 amended the SLA (Government Code sections 54220 et seq.) to change the existing, long-standing definition of "surplus land"; providing that land no longer necessary for a local agency's use shall be declared either "surplus land" or "exempt surplus land" before taking any action to sell or lease land. Under the SLA as amended by AB 1486, the City is prohibited from negotiating the sale of City owned properties prior to compliance with the procedural requirements of the SLA. This includes issuing a Notice of Availability to affordable housing developers and certain public agencies, to give them the opportunity to submit an offer to acquire the property for the purpose of developing affordable housing. If the City does not receive any offers to purchase the property for affordable housing, or is unable to come to terms after good faith negotiations, the City may solicit offers to purchase the property for any purpose.

The City previously declared two sites located at 1480 Main Street and 1572-1574 Railroad Avenue to be surplus, and proceeded with the required statutory process of issuing a Notice of Availability for those properties. The City completed the required SLA process without selling those properties for affordable housing, and City staff had commenced with negotiating for the sale of those two properties outside the SLA process. However, staff recently received direction from the City Council to pause the sale the two parcels at Main Street and Railroad Avenue.

This agenda item allows the City Council to declare the Adams Street Site to be surplus, which allows the City to consider offers to purchase the Property. If the Council declares the Adams Street Site to be surplus, of the City will issue a Notice of Availability in accordance with the SLA, and will consider offers to purchase the property for the development of affordable housing. If that process is unsuccessful, then the City may solicit offers to purchase the Adams Street Site for other purposes, such as a multi-use development which provides funding for housing both on that site as well as

elsewhere through revenue generating development. There is widespread belief that the Adams Street site is large enough to provide various community amenities such as walking paths while also generating revenue and housing.

The following is a brief description of the more recent history and information regarding the SLA.

Consistent with City Council Goal 1 - Financial Sustainability and Goal 2 - Infrastructure and Environmental Sustainability, the City Council has received several reports on financing and revenue options to address City infrastructure and staff deficiencies. These studies have provided financial projections and warned about the need to increase revenues and/or further adjust service levels. These reports provided several ways of dealing with the financial situation including reducing expenditures, engaging more aggressively in shared services, and increasing various types of fees and taxes. The key conclusion was that if community expectations are to be met, simply addressing the fiscal gap by only reducing expenditures will not work in the long run and new revenue stream(s) would need to be considered.

As a follow-up to the February 28, 2023, City Council meeting, on May 23, 2023, a report was brought to Council that further discussed each of the revenue options and City Council directed to staff to further pursue the Real Property Transfer Tax and other revenue enhance options as needed.

In response to this direction, staff recommended several actions including:

- Update of the Fee Schedule as well as the User Fees and Impact Fees;
- Possible General Obligation Bond to address the need to improve roads, sidewalks, and provide for multiple evacuation routes [deferred];
- Possible Property Transfer Tax to address immediate monetary need to fund routine maintenance of parks and City facilities, and the provision of general City operations and services; and
- Sale of real property assets for possible development of affordable housing and/or other economic activities.

The City conducted initial negotiations regarding the sale of 1480 Main Street and 1572-1574 Railroad Avenue but decided to pause those negotiations in order to conduct a broader review of its options for sale of City properties. As part of that consideration, City staff has outlined various pros and cons for the two key properties under consideration for sale. Those pros and cons are summarized below:

Sale of 1480 Main Street (includes the Railroad Avenue property)

Pros: SLA process completed; Quickest revenue generation (projected \$5 million sale; \$2 million annually in future tax revenue); Revenue in 3-4 years; Increase foot traffic to northern end of downtown; and realize housing development on Railroad Avenue City in near term.

Cons: Development could negatively impact Lyman Park if barrier is erected; Once developed, no opportunity for future reconfiguration or use; Current proposal for a hotel on Main Street is similar to existing hotels in town.

Sale of Adams Street Site

Pros: Highest revenue generation (projected \$22-30 million sale; \$4 million annually in future tax revenue, depending upon use); Greatest potential for residential development including workforce housing, possibility for new caliber of destination experience-5 Star resort; Provides much greater ongoing revenue; funding for potential complimentary civic uses, cultural center, City Hall, new library, and/or Recreation offices.

Cons: Longer lead time to realize revenue (5 + years); Must move through SLA process; Anticipated greater negative community feedback; and loss of much of the open space.

It is important to note that under both of the above sale scenarios, the Railroad Avenue site is anticipated to be sold as part of the future sale agreement and the developer would be expected to build workforce housing on the site. Staff recommends if the City Council declares the Adams Street Site to be surplus and commences the SLA process for Adams, that they separately direct staff to initiate cost proposals to demolish the Main Street property and explore options to temporarily activate the site as a lease to a third party operator who could offer pop up food and beverage services to compliment Lyman Park and provide a new public gathering space downtown.

DISCUSSION:

As indicated above, the SLA, requires that public agencies first declare land "surplus land" or "exempt surplus land" before it can consider any disposition of the land, either for sale or for long-term lease.

Pursuant to the SLA, City staff must send a written Notice of Availability ("NOA") of surplus properties by electronic mail or by certified mail to the all of the entities identified in Government Code section 54222, which include local public entities and housing sponsors that have notified the California Department of Housing and Community Development ("HCD") of their interest in surplus land for the purpose of developing low- and moderate-income housing, to any regional park authority and the State Resources Agency for open-space purposes; and local school districts for the purpose of school facilities or use.

If the property is within an infill opportunity zone, coastal zone or covered by a transit village plan, the NOA must also be sent to other entities including the County, public transportation agency, or housing authority operating within the City. If one of the entities/agencies receiving the NOA desires to purchase or lease the Property, it must notify the City of its interest to do so in writing within 60 days of the date of the NOA. The City is required to negotiate price and terms for the disposition with any entity(ies)/agency(ies) so responding for a period of 90 days. If the City and one of the

proposing entities or agencies come to terms for the sale of land for affordable housing, the City Council may approve the sale and commence with the disposition of the Property. However, in the event no agreement is reached between the City and any interested entity(ies)/agency(ies) after a good faith negotiation period of 90 days, the land may be disposed of without further regard to the SLA following receipt of a compliance letter from HCD.

The requested action to declare the Adams Street Site as surplus land is a necessary first step to a potential sale and is required to comply with the SLA. However, it does not obligate the City to sell the land if agreement cannot be reached on terms or price for the sale or any interested entities do not respond to the NOA.

Staff has determined that there is no further governmental use for the Adams Street Site and is recommending that the City Council declare the site as “surplus land” and complete the surplus property disposition process in accordance with the SLA. If a sale to an affordable housing developer is not feasible through the SLA process, the City would solicit an RFP process to pursue revenue, housing and complimentary civic uses on the property.

The recent appraisal amount of the Adams Street Site is \$17,080,000.

The following is the general timeline for this SLA process:

Date	Milestone
11/18/2025	City Council declares parcels surplus
11/19/2025	City sends NOA to qualified affordable housing developers (60 days)
1/20/2026	Deadline for purchase proposals
4/30/2026	90 day negotiation period complete (if responses received)
5/30/2026	Consideration of sale for affordable housing, or receipt of HCD confirmation that City completed SLA process without coming to terms on a sale

If the above milestones are completed without coming to agreement on a sale, and City solicits proposals for non-housing or mixed use developments on the Adams Street Site, it is expected that the time frame for completing the RFQ/RFP process, negotiating an Exclusive Negotiation Agreement (ENA) and subsequent Purchase and Sale Agreement, completion of CEQA and entitlement process, and completion of the hotel would be four years (2030) before TOT revenue is received.

ENVIRONMENTAL REVIEW: Exempt.

GOAL:

Goal 1: Strengthen Financial Sustainability

Miscellaneous/Other

DOCUMENTS ATTACHMENTS:

[SLA Resolution 11182025-c1 attachment](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
DECLARING CERTAIN CITY OWNED PROPERTY ON ADAMS AVENUE (APN 009-
150-006) SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE
PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT**

RECITALS

- A. The City of St. Helena ("City") owns certain real property located within the City of St. Helena, County of Napa, at Library Lane and Adams Street (APN: 009-150-006), as depicted on the Map attached hereto as Exhibit A ("Property");
- B. Under the Surplus Land Act, Government Code Section 54220 *et seq.* ("Act"), surplus land is land owned in fee simple by the City for which the City Council takes formal action in a regular public meeting declaring the land is surplus and not necessary for the City's use. The land must be declared either surplus land or exempt surplus land;
- C. The Property is currently vacant and undeveloped, and not being used for any purpose by the City;
- D. The City has determined that the land is not being used, nor is it planned to be used pursuant to a written plan adopted by the City Council, for City work or operations;
- E. The City Council desires to declare that the Property is surplus land and not necessary for the City's use;
- F. The Act requires that before the City Council disposes of the Property or engages in negotiations to dispose of the Property, the City shall send a written notice of availability ("Notice of Availability") of the Property to certain entities designated as recipients of the Notice of Availability under the Act ("Designated Entities");
- G. The staff report presented to the City Council together with this Resolution contains the factual background and supporting information upon which the declaration and findings set forth herein are based;
- H. Pursuant to the amended Surplus Land Act, City staff will send a written Notice of Availability of the Property by electronic mail or by certified mail to all of the entities identified in Government Code section 54222;

I. Subject to Government Code section 54227, if one of the entities/agencies desires to purchase or lease the property after having received notice, it must indicate its interest to do so in writing within 60 days of receiving the City's notice, and the City and the entity/agency so responding to the notice may negotiate price and terms for the disposition of the Property; and

J. Pursuant to Government Code 54223, in the event no agreement is reached between the City and any interested entity/agency after a good faith negotiation period of 90 days, the Property may be disposed of without further regard to the Surplus Land Act.

RESOLUTION

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

1. The above recitals are true and correct and are incorporated herein as a substantive part of this Resolution.
2. The City Council finds, based on the above recitals and the information and documentation provided in the Staff Report that the Property is not necessary for the City's use.
3. The City Council hereby declares that the Property is surplus land pursuant to Government Code Section 54331(b)(1), and will be disposed of in accordance with the Act.
4. The City Manager, or his designee, is directed to issue a Notice of Availability to the Designated Entities in accordance with the Act.
5. The City Manager and staff as designated by the City Manager are hereby authorized to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution. Such actions include issuing a Notice of Availability and negotiating in good faith in accordance with the requirements of the Act with any of the Designated Entities that submit a written notice of interest to purchase the Property in compliance with the Act.

Approved at a Special Meeting of the St. Helena City Council on November 18, 2025, by the following vote:

Mayor Dohring:

Vice Mayor Deasy:

Council Member Barak:

Council Member Spadarotto:

Council Member Summers:

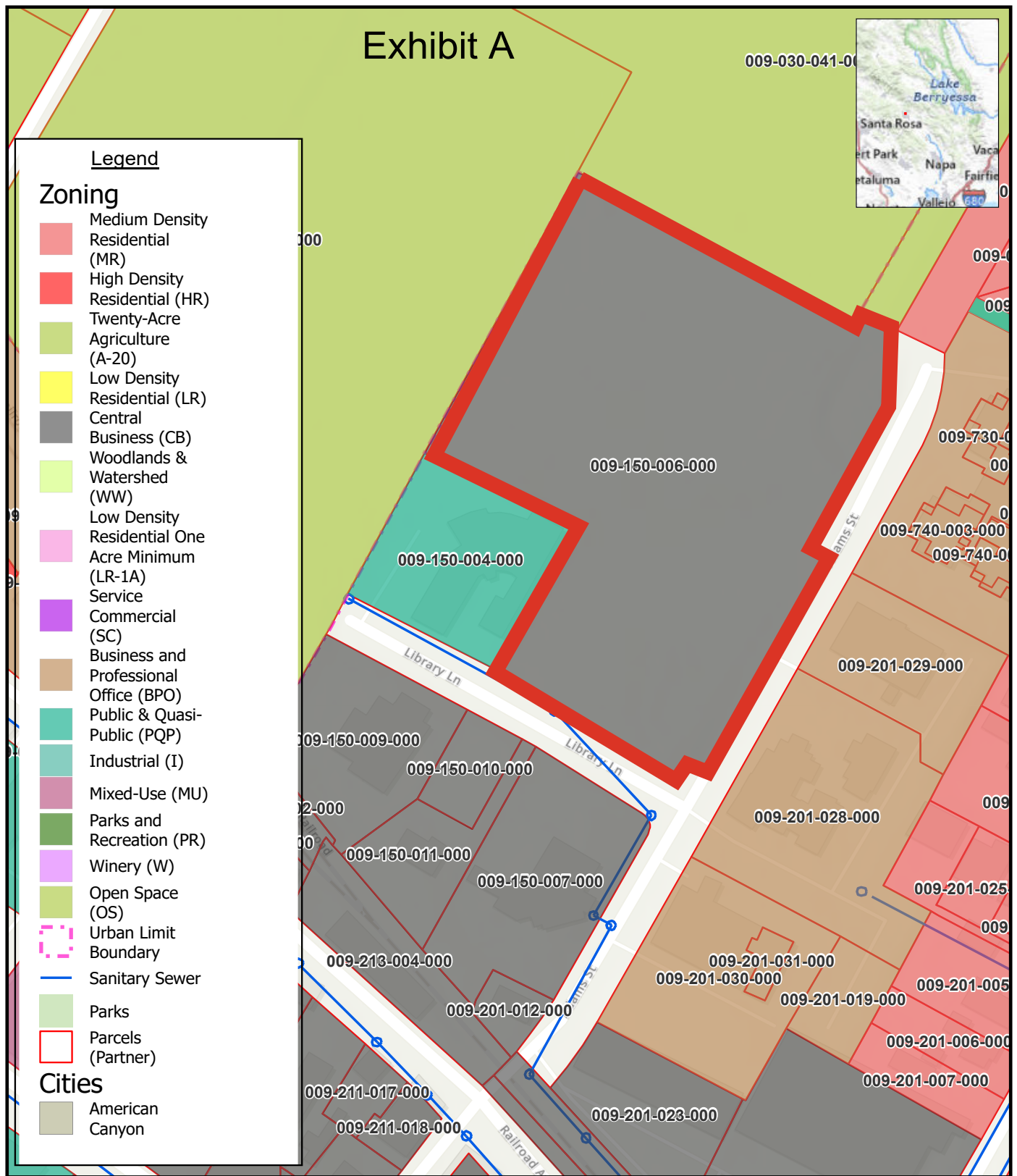
APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Andrew Bradley, City Clerk

EXHIBIT A



Adams St. / Library Ln.

Printed On: 10/30/2025

Produced by Napa County GIS

0 2.25 4.5 9 mi

Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated herein.

Sale of City Properties



City of St. Helena
City Council Meeting
November 18, 2025

Properties Overview

1572-1574
Railroad Avenue

1480 Main Street

Adams Street
Parcel

Carnegie Building
Head Start Building
Signorelli Barn

1572 – 1574
Railroad Ave

Designated
for Housing



1480 Main Street

- Development would split lot to exclude Fire Dept. and leave Lyman Park in current configuration
- Previous proposal offered \$5 Million with an annual revenue of \$2 Million

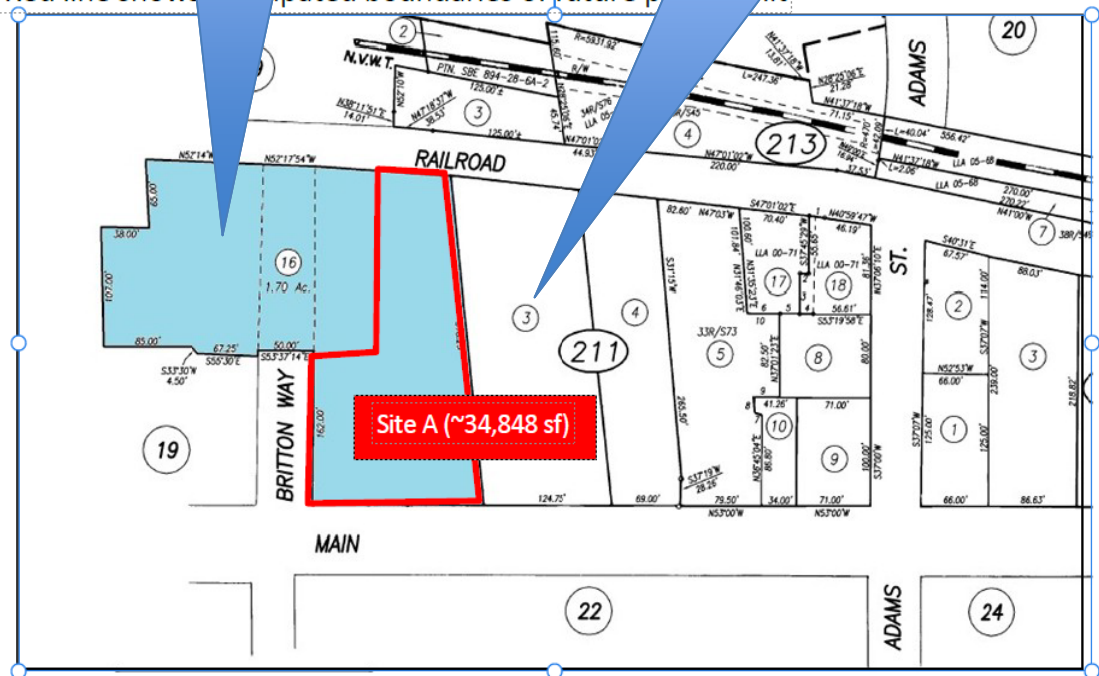


1480 Main Street

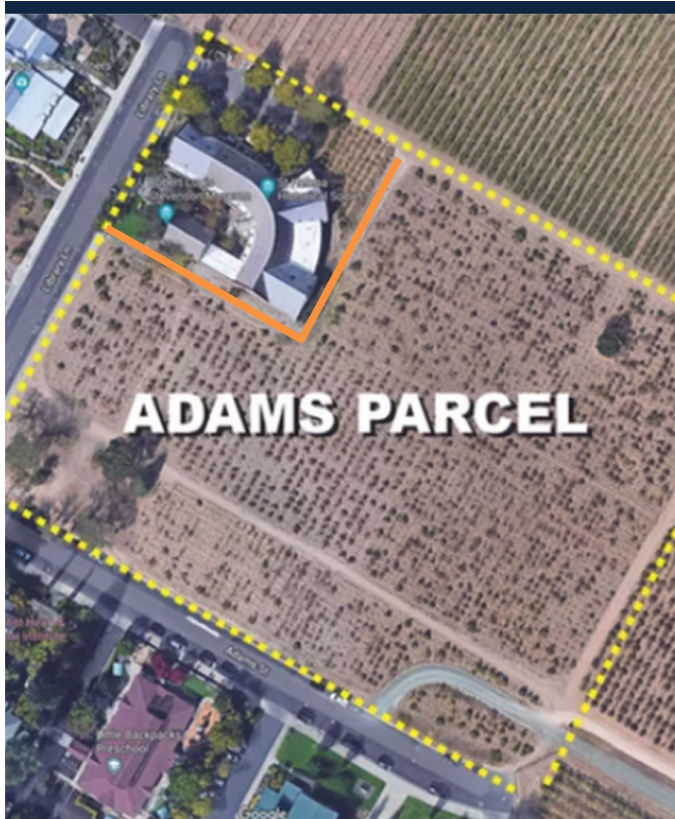
Fire Station to remain and become separate parcel if City sells 1480 Main

Lyman Park is separate parcel and not part of SLA

* Red line shows anticipated boundaries of future project

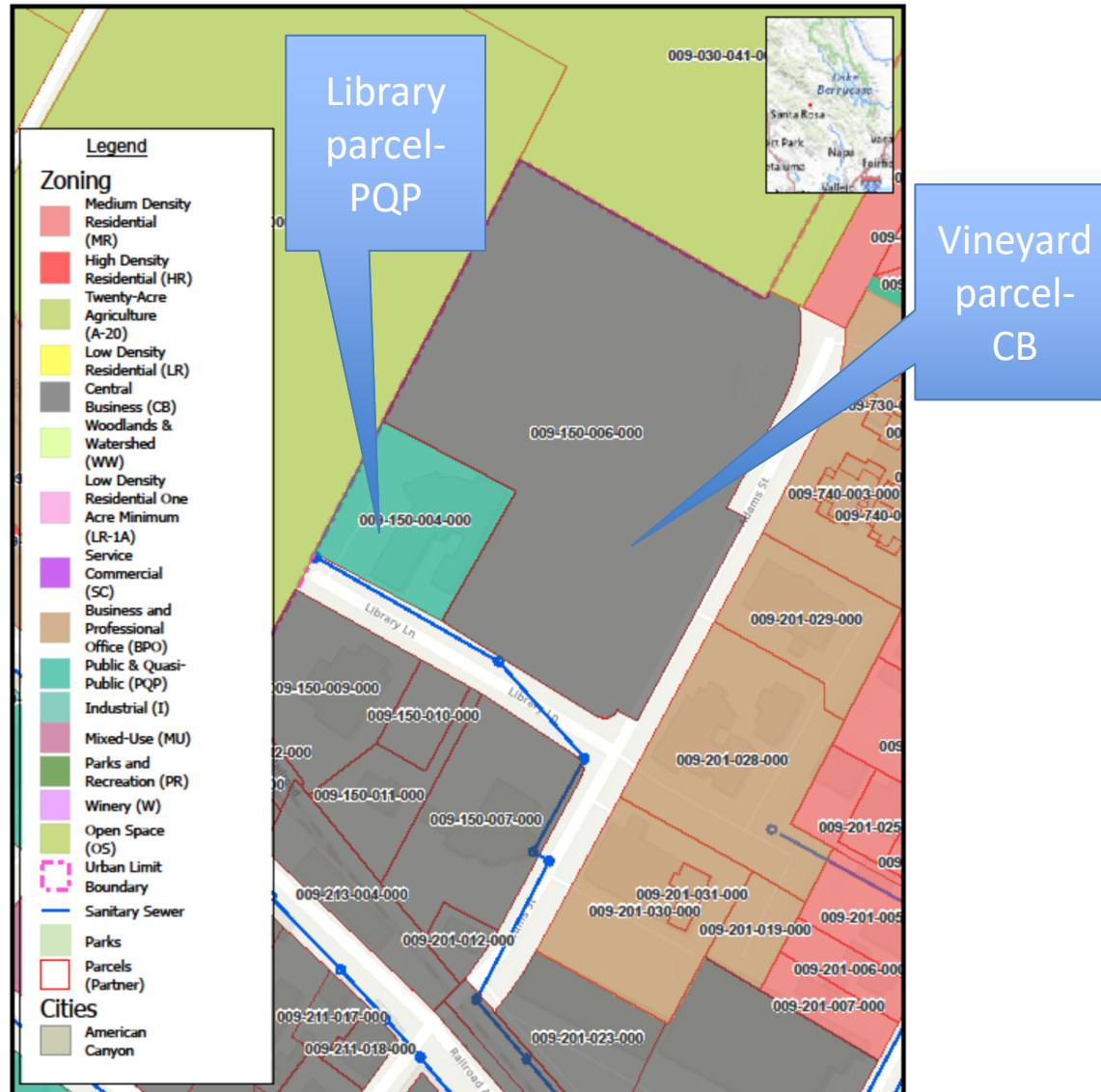


Adams Street Parcel



- Surplus Land Act applies
- 5.6 acres - Library, vineyards, walking path
- Appraised at \$18 million
- Prior proposals bid \$22 million in 2018
- Library is a separate parcel and zoned Public Quasi Public (PQP) and not part of the proposed SLA

Adams Street Zoning Map



Other Items for Consideration

- Plan for a permanent City Hall
- Relocation of Parks and Recreation



Sale of 1480 Main Street: Pros and Cons

Pros:

- SLA process completed;
- Quickest revenue generation (\$5 million sale; \$2 million annually)
- Revenue in 3-4 years;
- Increase foot traffic to northern end of downtown; and
- Realize housing development on Railroad Avenue City in near term.

Sale of 1480 Main Street: Pros and Cons

Cons:

- Development could negatively impact Lyman Park if barrier is erected;
- Once developed, no opportunity for future reconfiguration or use; and
- Current proposals are similar to existing hotels in town.

Sale of Adams Street Parcel: Pros and Cons

Pros:

- Highest revenue generation (\$22-30 million sale; \$4 million annually);
- New caliber of destination experience-5 Star resort;
- Provides much greater ongoing revenue;
- Potential complimentary civic amenities at the Adams Street property, as well as
- Potential funding for cultural center, City Hall, new library, and/or Recreation offices

Sale of Adams Street Parcel: Pros and Cons

Cons:

- Longer lead time to realize revenue (5 + years);
- Must move through SLA process;
- Community concern; and
- Loss of aesthetic open space.

How does Housing Get Built on Railroad Avenue Site?

Important Assumption:
Regardless of which
property the City decides
to sell, the Railroad
Avenue property could be
part of the future sale
agreement requiring
workforce housing here



Decision Points

- Does the City Council want to move forward with declaring Adams Street as surplus?
- If yes, does the Council want to declare the entire parcel surplus or just a portion? With or without the library parcel? (Staff recommends without the library parcel)



Timeline for Adams Parcel SLA and Revenue Generation

Date

Milestone

11/18/2025

City Council declare parcel surplus

11/19/2025

City sends NOA to qualified housing developers

1/20/2026

Deadline for purchase proposals

4/30/2026

90 day negotiation period complete

5/30/2026

Consideration of sale for affordable housing, or receipt of HCD confirmation that City completed SLA process without coming to terms on sale

Potential Hotel Revenue

- **If the site is not purchased exclusively for housing, a hotel could begin generating TOT in 2030**
- Assumes 4 years from HCD approval in 2026 to complete RFQ/RFP process, negotiating Exclusive Negotiation Agreement, Purchase and Sale agreement, CEQA and entitlements and complete construction

Recommended Action

- Approve a resolution declaring the City owned parcel on Adams (APN 009-150-006) surplus land under the Surplus Lands Act.



Questions Discussion & Public Comment

From: [Megan Long](#)
To: [Public Comment](#)
Subject: Adam's St. Property
Date: Thursday, November 6, 2025 7:42:45 AM

Dear City Council Members and City Staff,

I will be very disappointed if the Council considers developing the Adams St. property after voters passed the measure in 2020 to protect that land from hotel development. Too bad that was non-binding, which I didn't realize until this year. One of the first things I did when I moved to St. Helena in February 2020 was to sign a petition to get that measure on the ballot. The old vines — some up to 125 years old!!! — on that property are a true treasure that very few (if any other) cities have. It is a pleasure to walk by and photograph them multiple times a week throughout the changing seasons. That greater area, a de facto public park, is already going to change dramatically (and for the worse IMHO) with the Hunter project closer to the river. We cannot have the upper part of it also ruined by development.

Best,
Megan

Megan Long, WSET III
megan.long@gmail.com
[415.420.9054](tel:415.420.9054)

Mark Smithers
1819 Vallejo Street
707-290-4508

To our Mayor and City Council,

I've previously presented a preliminary analytical and financial summary of the risks associated with an Adams Street sale and should now dive into the limitations of today's staff report.

However, I'm here with lots of questions, observations, and a request. I ask each of you to take a deep breath and listen without prejudice. Attempt to have a beginner's mind.

You are contemplating selling our Adams Street property. Our community has a long history with this property. Previous city council purchased the property to stop a mega development. We voted to keep it from hotel development. There has been much recent community debate; some for private profit, some community grassroots. The history I've witnessed: the community wants a community asset. Not a development that limits community and civic uses.

Should we put it to a vote, again?

If there is a sincere desire to develop affordable housing on this site as promoted by certain council members, we will need to support that through a lower than fair market value sale or lease to an affordable housing developer. Do we need or want to reserve a portion for community uses such as gathering spaces, parks, open space, a future city hall, police station, teen center, and history center? Where does our affordable housing element future stand with all the currently contemplated and likely development? These are questions we need to answer. If you have answers, please share them.

Why is the entire property being declared surplus land even though none of it was previously identified as excess land to California HCD? Our housing element lists only 1.3 acres as available for housing and the remainder as city priority for community uses; see page 2-187 of our housing element.

Or is this a ruse? Are we really setting up to sell the property to a hotel developer?

Before starting the SLA process and binding us to a housing or hotel developer, we must complete a needs assessment. What do we need the sales proceeds for? It's suggested Adams Street will sale for \$22-30 million. What will we spend that money on? We've been told it can't be spent on covering deficit spending. We've been told it shouldn't be spent to pay down our unfunded pension liability. We've been told it can't be used to fund deferred building maintenance. So what will we do with \$22-30 million? What are our civic building and community needs that would be funded by a sale of Adams Street? Do we need this property for those future civic needs? We should commit to that spending if we sell all or a portion of Adams Street. Otherwise, why sell it?

Once we've sold this valuable asset it is gone. So I ask you to engage our community in a broad needs assessment similar to the SHAPE committee work before you hastily begin the SLA process. What is the rush? By the staff report's own admission TOT revenue won't occur for at least five years. The SLA process will result in a sale to either an affordable housing group (below market value) or a resort hotel developer. Is this what we want for our entire Adams Street property, the jewel of our city assets?

A hotel resort, if ultimately developed, will generate significant TOT revenue. However, I'm pretty sure city council is planning to place a significant tax measure on the 2026 ballot. Do we need both revenue streams? The city is in the middle of an organizational and operating efficiency study and a classification and compensation study. We need the conclusion of both studies and the finance committee's work to opine on our future budget needs. At a minimum, \$8 million of revenue (through a tax measure and future Adams Street resort TOT) is a lot of money. There are other potential revenues in the pipeline with Farmstead Hotel and Castellucci property further along and much more promising. How much more revenue do we need? Too much money results in wasteful city government spending and an overtaxed community.

I ask you to complete a full and thorough community needs assessment, assets and revenues. Or give us answers to all these questions. Let's make sure we don't make the biggest mistake of our collective community's life.

With all due respect,

Mark Smithers



Item 11.1 agenda item 11/18/25

From lana ivanoff <lanaivanoff@att.net>

Date Fri 11/14/2025 9:31 AM

To Public Comment <publiccomment@cityofsthelena.gov>

St Helena City Council Members:

Please consider rescheduling item 11.1 for a dedicated town hall/ public hearing meeting after the holiday season.

The discussion as to whether, or when, to declare the Adams St property as surplus, is a very important issue that should be open to all, and vetted fully. To include it in a City Council agenda during the holidays, along with two other critical issues, is just wrong. The staff report doesn't even include a map of the property being discussed.....so many are questioning whether it is the entire parcel on Adams, including the Library, or not.

What is the hurry? We just heard two weeks ago that the Council was scraping the sale of Main and Railroad properties....and now this.

Please. Pause.

And, reschedule this item for a future meeting, on just this subject, so we can get everyone on board a lively, in depth, discussion of this issue.....when residents are not in the midst of family holiday gatherings.

Thank you for your consideration.

Lana Ivanoff
1533 Pine St



Adams Street property

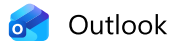
From Kathi Brotemarkle <kbrote@yahoo.com>

Date Fri 11/14/2025 11:20 AM

To Public Comment <publiccomment@cityofsthelena.gov>

St. Helena Mayor and City Council members,

I respectfully request item 11.1 be postponed until after the public gets a fully Dedicated Hearing to discuss whether the Adams Street property is Surplus and whether a vote to declare it so is in Violation of the Public Trust. Kathi Brotemarkle 503 Fulton Lane
St. Helena



Adams street property

From David Brotemarkle <dbrote@gmail.com>

Date Fri 11/14/2025 11:52 AM

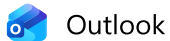
To Public Comment <publiccomment@cityofsthelena.gov>

St. Helena Mayor and City Council members,

I respectfully request item 11.1 be postponed until after the public gets a fully Dedicated Hearing to discuss whether the Adams Street property is Surplus and whether a vote to declare it so is in Violation of the Public Trust.

David Brotemarkle
503 Fulton Lane

Sent from a secret location.



CC meeting 11/16/25 agenda item 11.1

From Richard Seiferheld <seiferheld@me.com>
Date Fri 11/14/2025 1:01 PM
To Public Comment <publiccomment@cityofsthelena.gov>

All members of the St. Helena City Council

I respectfully request item 11.1 be postponed until after the public gets a fully Dedicated Hearing to discuss whether the Adams Street property is Surplus and whether a vote to declare it so is in Violation of the Public Trust.

Richard Seiferheld
Sent from my iPhone
Richard Seiferheld
(707) 695-0915
seiferheld@me.com



Outlook

Comment for Special City Council Meeting

From EK <ekieval@comcast.net>

Date Sun 11/16/2025 6:30 PM

To Public Comment <publiccomment@cityofsthelena.gov>

Cc City Clerk <cityclerk@cityofsthelena.gov>

Dear Honorable Mayor and City Council Members,

I respectfully request that item 11.1 be postponed until such time that a dedicated hearing can be held to discuss whether the Adams Street property should be designated as "surplus", and whether a vote to declare it so is in violation of the Public Trust.

Sincerely,
Ellen Kieval



Item 11.1

From Kaye Mahorney <kayemahorney1212@gmail.com>
Date Sat 11/15/2025 10:45 AM
To Public Comment <publiccomment@cityofsthelena.gov>

I respectfully ask you to postpone item 11.1 until the citizens of St. Helena get a fully dedicated hearing to discuss whether the Adams Street property is surplus. Please don't rush into this. You can not put toothpaste back into the tube. Kaye Mahorney 1956 Vineyard Avenue St. Helena



Outlook

Adams St. Nov 18 Agenda

From Maria Criscione Stel <mbcstel@gmail.com>

Date Sat 11/15/2025 12:19 PM

To Public Comment <publiccomment@cityofsthelena.gov>

I'm writing to express my opposition to the City declaring the Adams Street Property surplus land and for a potential sale to a luxury hotel developer. The citizens of St. Helena have already expressed their opposition to this plan via the ballot. We value our award-winning library, the RLS Museum and the open space where we take our children and walk our dogs. Please reconsider your plans for this great asset of ours. Thank you.



Please Protect the Adams Street Property and Preserve St. Helena's Character

From Maureen Moulton <mmoulton328@gmail.com>

Date Mon 11/17/2025 9:12 AM

To Public Comment <publiccomment@cityofsthenana.gov>

Dear Mayor and City Council Members,

I am writing to urge you, in the strongest and most heartfelt way, **not to sell the Adams Street property for development—whether for a 5-star resort or for low-income housing.**

Adams Street is not just another parcel of land. It is a **prized piece of vineyard**, a long-cherished open space with natural beauty that reflects everything St. Helena has stood for over generations. Building a resort or dense housing on this vineyard would fundamentally and permanently alter the character of our town.

A development of this scale—luxury or otherwise—would create **significant traffic**, strain our narrow local roads, and add pressure to an already overburdened infrastructure. Our town does not have the road capacity to absorb the impact of a large resort, hundreds of new residents, or the service demands that follow.

And while the idea of workforce or low-income housing is often presented as a solution, we must address a critical reality: **with the cost of living and housing prices rising far faster than wages, can the workforce truly afford to live in St. Helena?** Even “affordable” units in this region often remain out of reach for many essential workers. Instead of providing stability, such projects risk becoming symbolic gestures that do little to solve the underlying economic imbalance.

St. Helena is **the last town in Napa Valley that genuinely retains the natural, agricultural, small-town character of wine country.** That character comes from its vineyards, its open spaces, its views, and the people who call it home—not large developments that benefit outside interests.

Selling and developing the Adams Street property would set us on a path from which there is no return.

Once this land is gone, it is gone forever, and we may one day look back wishing we had protected what made our town extraordinary.

Please choose preservation over short-term revenue. Protect the Adams Street vineyard and safeguard the identity of St. Helena.

Thank you for your time and your service to our community.

Sincerely,
Maureen Moulton
St. Helena Resident



MM CAKE Company

Adams St. comment

I'm writing to say that I hope we do everything possible to not have to build more hotels. Adams St. is the heart of this community and it would be a sad day if some luxury hotel were built on it, adding to the already massive tourism development in the county.

The over development of tourism in Napa county began at the behest of a few interests/people in the county beginning in 2008 with the changes in accessory uses in the WDO and resultant development of numerous hotels. Prior to that we had a nice level of tourism whose benefits outweighed the costs. That is not true any more.

One problem I have is that it serves so few local people. Tourism as a rule when it takes over communities raises land prices, rents, which leads to an increase in all other prices, eventually pricing locals out and they leave. This is exactly what is happening in the whole county now, including St. Helena. We are losing population and families, schools are losing students, what is supposed to save us is actually gradually destroying us. All one has to do is look at what has happened to other cities where tourism has taken over, world wide, or in the US. It's not a mystery what happens.

Aspen is a good example because it is a similar size town with a similar clientele. There is much more evidence than this, but here is a succinct summation of the situation there from AI:

"...many locals have moved out of Aspen due to tourism, primarily because the high cost of living has made it unaffordable for many, including full-time workers and long-term residents. The influx of tourism has driven up housing prices, with luxury homes and short-term rentals replacing long-standing local businesses and residences...."

I am surprised to see so many here do not realize this fact about over tourism when we discussed it on nextdoor. You literally cannot find a city world wide that turned to tourism as a main business that does not have the exact same problems as we do. When I pointed this out, people deny it. I guess so many business interests now depend on it that it is too hard. And I am sympathetic to that, we may be so far down this road there is no turning back, as some have told me. Maybe, but I am not ready to give up myself. I admire St. Helena for trying to maintain a solid community, but look at the dwindling numbers of students in the schools. That is due to the direct impact of tourism.

I remember going to fund raisers to save Yountville's schools back when, where my wife grew up, but it was to no avail. They all eventually closed because there were fewer and fewer families as Yountville turned into a movie set for tourists.

Very few people are going to benefit from selling Adams for a luxury hotel, the city will get some tax money, but you gradually lose your community. It's not worth it.

I'm asking that every possible way be tried to bridge the gap in our finances before we add yet another hotel.

I want St. Helena to pass an additional one cent sales tax, similar to what the city of Napa has done successfully. I also note that Napa has built at least 1000 more hotel rooms over the last decade and it did not bail their finances out. They have turned their downtown and Oxbow district completely over to tourism as well. And then passed an increased sales tax.

I proposed this during public comment at one of the finance committee's meetings, and they took it in and one of them calculated immediately what amount of revenue that would bring it, saying it would be around \$4 million a year. That would immediately solve our deficit problem.

Tourism is not a long term solution to our problems in any case. When it is this overdone, it costs more than it benefits.

Thank you, Michael Haley



Reasoning for Not Adopting Agenda Item 11.1 at 11/18 CC Meeting

From Tim Hall <tm_hall@yahoo.com>

Date Sat 11/15/2025 10:20 AM

To Public Comment <publiccomment@cityofsthelena.gov>

Cc Tim <tm_hall@yahoo.com>

Mayor, City Council Members-

I have several objections to the Surplus Land designation proposed for the Adam's Street property.

1. We do not yet have the report from the Finance Committee describing the "real" financial condition of SH and other tax options to eliminate deficit spending.
2. We do not have the estimated TOT benefit from Farmstead, Bank of America or estimated gains in property tax from property sales over the next 12-18 months, including the proposed Spring Grove townhouses.
3. We have not had a full explanation as to why the CC has abandoned the Main St City Hall and Railroad Ave sales/development and any chance for citizen input to counter the abandonment.
4. There needs to be discussion once the Efficiency and Compensation studies are completed by the paid Consultants. We do Not know what changes (which may include expense cuts by consolidation/streamlining departments) will be recommended which could lower our expense run rate.
5. If there is interest in affordable housing for part of Adam's Street then why not carve out that parcel from the total and proceed with that. Putting the entire property in the Surplus land category is just inviting a larger project and eliminating the beautiful open space for community enjoyment. To consider City owned community center, enlarged library, amphitheater/entertainment area, etc., etc., the land does NOT have to be designated Surplus and subject to sale or lease because the City retains ownership of the land those other uses will be on.
6. What is the damn hurry to vote to designate Adam's Street property surplus? The Council does NOT have all the financial facts in front of them. It seems rushed and for what reason? I don't buy some Council members reasoning that the City needs this designation to see what can be done with the property. I know what will be done by not holding back some land for City-owned Open Space. It will ALL be put up for sale against the will of the voters in the most recent City-wide referendum to not sell for 20 years. The money will be too attractive to resist and the developers will spend a lot of money to get their viewpoint heard and approved. And once sold to developers, it is gone forever!!

Respectfully,
Tim Hall
Pratt Ave.



City-owned Adam's Street Parcel

From Antonia Allegra <antonia.allegra@gmail.com>
Date Mon 11/17/2025 8:40 AM
To Public Comment <publiccomment@cityofsthelena.gov>

To: Public Comment
Monday, 11/17/2025
From: Antonia Allegra / Antonia.allegra@gmail.com

I respectfully request item 11.11 on the #11 (Old Business Consideration of a resolution declaring City-owned Adam's Street parcel to be surplus land under the Surplus Land Act (SLA)) to be postponed. That postponement should be held until after the public receives a fully Dedicated Hearing to discuss whether the Adams Street property is Surplus and whether a vote to declare it is so in Violation of the Public Trust.

Antonia Allegra.
3085 St. Helena Highway North, St. Helena, CA 94574

antonia.allegra@gmail.com .

C- 707-200-4147 . H - 707--244-5029

~~ *We are our choices* ~~



Agenda Item for 11/18 Meeting

From Mary Stephenson <marystephenson8@icloud.com>
Date Mon 11/17/2025 11:36 AM
To City Clerk <cityclerk@cityofsthelena.gov>

Good Morning - could you please add this to public comment for the Adams Street Surplus Land discussion at the meeting tomorrow night. Thanks for your help.

In my opinion the most important goals for St Helena over the next decade are to: 1) Develop multiple revenue streams that can provide long term stability and 2) Increase and sustain a diverse base of full-time residents.

I would ask the Council and staff to demonstrate how all the potential hotel developments – both on City-owned and private property - will affect both goals.

Bringing more hotels into St Helena will increase the TOT revenue long term but will not assist in curbing the loss of working families. Most incremental hospitality employees will be at the service level, where housing is expensive to build and maintain so the majority will need to commute to work. So, although you eventually get the TOT, you will also add significantly to our current housing and traffic challenges.

Meanwhile close to 50% of our housing inventory sits vacant as second homes. Between the Hunter and Spring Grove projects there are 84 new market rate homes that are projected to sell from \$1.5M to \$2.5M coming on board in the next 2-6 years. There are very few businesses in St Helena that employ people who make enough money to purchase these homes, so most will go to second homes – further hollowing our town.

So how do we reconcile these three challenges – the demand to fill an immediate budget gap, the need to secure longer term incremental revenue and the challenge of a decreasing full-time population, particular among the Missing Middle working families who are the lifeblood of our community.

There are many things to address

1. Exactly what is our immediate funding gap and how can revenue be generated to cure the deficit now – not waiting for a new hotel comes on board?
2. What are our long-term goals– in 10 years or 20 years what do we want to be?
3. What needs to happen structurally, governmentally and commercially to reach these goals – next year, in 5 years and so on?
4. What is the proper combination of TOT, tax revenue and other sources to fund the town that we want to live in in the future?

Has the City articulated such a plan? I fear the City is focused on only one aspect of the challenge. How are we going to develop the employment opportunities that will attract professionals to live in all these new expensive houses? The Census confirms that we've lost hundreds of "Missing Middle" working families in the last decades – can we get them back? And how will the City provide opportunities to develop the 90+ remaining Very Low/Low-income

housing units that are mandated by RHNA in the next 5 years? Unlike the past, there could be very real consequences if we don't accomplish this.

I suggest that the City should not look at the sale of any particular property in isolation. There needs to be an overarching plan on how all kinds of real estate development, tourism and tax revenue, the wine industry, loss of population and increasingly vacant residences as well as infrastructure plans, revenue streams and environmental concerns all work together.

Regarding Adams Street, there are at least three other hotel possible opportunities with Farmstead, Castelucci and Meadowood that could increase TOT revenues without the commercial sale of City-owned property and especially without giving up Adams Street. Shouldn't the best and highest long-term use, both economically and socially, be determined for all city-owned property in coordination with other potential commercial development opportunities? Can't we figure out how much TOT do we need to meet revenue goals yet not become another Yountville?

We all cherish our small-town character, but I think we are losing more of our authenticity every year while we jump from one project to another without an overarching strategy. It is hard to think long term when we have one fire after another to put out, when politicians and staff transition regularly and when there are many loud voices coming in from all sides. But now is the time to step back and figure out the end game. We owe it to our children and grandchildren.

Mary Stephenson

707 849 258

St. Helena Mayor Dohring and City Council Members,

I am writing to oppose placing the Adams Street property under the State's Surplus Land Act (SSLA).

Selling the Adams Street property has been a contentious issue in St. Helena for many years. And the community has consistently been opposed to its development. Yet, our city continues to raise the issue again and again, despite past objections.

I can remember a town hall meeting in the City's Fire House about eight years ago when City Manager Jennifer Phillips proposed the sale of Adams Street for hotel development. At that meeting the Fire House was filled with St. Helenan's who boisterously opposed all four hotel development options presented that afternoon. The community's negative sentiment for the proposed development was so strong that City Manager Phillips concluded by promising the audience that no further action would be taken to develop Adams Street until the community was provided with further discussion and input.

Five months later, Mayor Galbraith disregarded City Manager Phillips' promise and placed a new agenda item at a city council meeting that would have given council members the choice to approve one of the Adams Street developers as the preferential contractor.

As a result of Mayor Galbraith's decision, city council chambers was filled with citizens to object to the agenda item. There was a line of 30 or more people who stood up during public forum to complain about the city reneging on the city manager's former promise to provide more open discussion before Adams Street would be developed. As it turned out, city council never voted on the agenda item and the subject of developing the Adams Street property as a hotel remained relatively silent for a few more years.

In 2019 the city again began bringing up its interest to develop Adams Street as a hotel to increase transfer occupancy tax (TOT). The city's renewed interest prompted St. Helena citizens to place Measure G on the 2020 November ballot that would prohibit hotel development on Adams Street for 20 years. As I recall, because of a minor error in the wording of the measure, the city placed the measure on the ballot as an advisory measure only. Nevertheless, St. Helena voters passed the measure by 2 percent in favor of prohibiting hotel development for 20 years.

Fast forward to 2025 when some St. Helena citizens have met with city management to again promote the idea of developing Lyman Park with a community center and developing Adams Street with a five-star resort. This resulted in a special city council meeting being conducted at the fire house community center and again the majority of citizens who spoke objected to developing Adams Street with a five Star resort.

In conclusion, as many in our community have already stated, there are too still many questions needing clarification and disclosure from city management before Adams Street is listed under the SSLA. For example, what is the City's true financial situation? What effects will the other hotels that have been submitted for review have on our city? And citizens are still awaiting the results of the efficiency study that was conducted about city management. These are just a few of the things that need further disclosure before one of the city's most precious assets is placed under the SSLA.

Tom and Margot Belt

1520 Hillview Place, St. Helena, CA



Outlook

Adams St property

From Philippa Ward <philippamward@gmail.com>
Date Mon 11/17/2025 2:35 PM
To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to approve the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act. This step does not commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process. Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property. Thank you for your leadership and service.

Respectfully,

Philippa Ward
Sent from my iPhone



November 18th Public Comment

From Katie Leonardini <katie@whitehalllane.com>
Date Mon 11/17/2025 2:33 PM
To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Council Members,

I am reaching out to you all to in regard to APN 009-150-006 on Adams Street. I respectfully urge you to move forward with declaring this city owned parcel as surplus land under the California SLA. The most important reason is that this step will protect St. Helena's credibility with the California Department of Housing and Community Development and will ensure that we remain eligible for state housing programs. It will also keep future options open for this parcel if no qualified housing proposals emerge. As always, I appreciate your dedication and service to our community.

Best wishes,

Katie Leonardini
1504 Allyn Avenue



11. Old Business. 11.1

From Nancy Dervin <nancydervin@hotmail.com>
Date Mon 11/17/2025 3:00 PM
To Public Comment <publiccomment@cityofsthelena.gov>
Cc Nancy Dervin <nancydervin@hotmail.com>

I request that this letter be read out loud:

Five years ago an advisory measure that was to protect the Adams Street property in Saint Helena from consideration to sell for at least 20 years received the majority vote. Here we are a mere five years later and a sneaky attempt is underway to disregard the will of the people and once again push for sale of the property.

I'll skip refuting the varied excuses the City is using because everyone already knows, including city council, it is all smoke and mirrors to appease a minority group of greedy people who just keep coming back to try again, despite the 20 years of protection that should be honored.

George Washington said, in his Farewell Address, "Of all the dispositions and habits which lead to political prosperity, religion and morality are indispensable supports." Good character, moral, and ethical principles were recognized as necessary for good government of the people. Anyone who fits the criteria set forth by President Washington would be defending the will of their constituents, not throwing in with a handful of people who are driven by dollar signs.

In 2023, the council authorized exploring the sale of two properties — Main Street and Railroad Avenue — because "the city needs revenue. That's the bottom line," City Manager Anil Comelo said. The previous council intentionally left the Adams Street property off that list because of heavy public opposition, expressed through a non-binding ballot measure in 2020. Integrity was prevailing. So, what's going on?



Public Comment: Item 11.1

From Deborah Claymon <deborahclaymon@gmail.com>
Date Mon 11/17/2025 3:10 PM
To Public Comment <publiccomment@cityofsthelena.gov>

Public Comment: Item 11.1 – Impact on St. Helena Public Library

I respectfully urge the City Council to consider the impact of Item 11.1 on the St. Helena Public Library, which functions as an essential community information and learning center, and a vital emergency shelter. As the Adams Street property immediately surrounds the library parcel, I request that the Council include library leadership in the decision process for the property's future use and secure a commitment to collaboration with the library from any entity directing the future management of the Adams Street property.

Thank you,

Deborah Claymon Boeschen



approve the resolution

From Georg Salzner <georg@castellodiamorosa.com>

Date Mon 11/17/2025 4:28 PM

To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does **not** commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process. Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,

Georg Salzner

2285 Palmer Drive,

St Helena



Outlook

Agenda 11.1 Concern regarding 5 Star resort on Adams St.

From Weissmiller, Sandra Jane <sweissmiller@gmail.com>

Date Mon 11/17/2025 4:31 PM

To Public Comment <publiccomment@cityofsthelena.gov>

I am a local St. Helena/Angwin resident, a new transplant from the SF Peninsula. My Nextdoor community has raised concerns about the Hotel Project on Adams Street.

This community is overwhelmingly already catering to visitors. E.g., practically everything is way overpriced. There are a few eateries where you can purchase meals for less than \$20.

I am a healthcare provider. I appreciate community and strongly oppose more structures that do not enhance accessibility, diversity, and value to the people who actually live and serve here.

I do not believe we have the infrastructure to support this. We have a few narrow streets. The congestion would not add value to existing residents. This would destroy our quaint community.

Thank you for your consideration.

--

Sandra J. Weissmiller, PharmD, BCPS

Email: sweissmiller@gmail.com

Cell: (415) 301 9137

Education is a better safeguard of liberty than a standing army. ~Edward Everett



Adams Street Property

From Elaine Honig <elaine@studio4forty.com>
Date Mon 11/17/2025 6:15 PM
To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does **not** commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,

Elaine Honig
 1248 Stockton Street
 St, Helena, CA 94574

Elaine Honig
 Founder & CFO
 STUDIO 4Forty
 707-479-2055
 elaine@studio4forty.com
www.studio4forty.com



Farm to table(aux)



Adams Street

From Helen Thompson <helenthompson1@bigpond.com>
Date Mon 11/17/2025 6:49 PM
To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does **not** commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,
Helen Thompson

1626 Tainter Street

St Helena, 94574



Outlook

Adams Street Property

From Gilmore Nancy <nbgilmore@yahoo.com>

Date Mon 11/17/2025 7:07 PM

To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does **not** commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,

Nancy Gilmore
1330 Macrona Avenue
St. Helena



RE: City Council Meeting 11/18/25 OLD BUSINESS: Item 11.1

From Peter Scott <peterrscott@msn.com>

Date Mon 11/17/2025 7:32 PM

To Public Comment <publiccomment@cityofsthelena.gov>

Mayor Dohring and Council Members,

I am writing regarding Old Business Agenda Item 11.1 *Consideration of a resolution declaring City owned Adams Street parcel to be surplus land under the Surplus Land Act (SLA).*

I am requesting the council vote to approve the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

Declaring the property as surplus land does not commit the City to any sale, lease, or development of the site. It simply initiates the mandatory state process that requires the City to prioritize affordable housing opportunities and notify housing sponsors, public agencies, and other qualified entities before the property can be offered to private buyers or used for any other purpose.

Taking this procedural step now will:

- Unlock the City's ability to explore all viable options for the property, including potential revenue-generating opportunities that could help address our ongoing structural budget deficits and fund critical infrastructure improvements;
- Ensure full compliance with state law while preserving maximum flexibility for the Council and community to determine the site's ultimate future; and
- Allow St. Helena to explore all available options to strengthen our fiscal position whether or not the Adams Street parcel is included in future proposals

In addition, I respectfully request that, upon approval of the resolution, the Council and staff commit to holding a series of publicly notified community workshops or study sessions before issuing any Request for Proposals (RFP), entering into exclusive negotiations, or finalizing any disposition agreement involving this or any other City-owned property. These meetings would provide residents, stakeholders, and interested developers an open and transparent forum to offer input on potential uses, ensuring the ultimate decision reflects broad community priorities.

Respectfully,
Peter Scott



Outlook

11/18/25 City Council Meeting Item 11.1

From Candice Pannetier <cocpannetier@hotmail.com>
Date Mon 11/17/2025 7:55 PM
To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does not commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process. Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,
Candice Pannetier
1905 Birch St.
St. Helena, CA 94574



Outlook

Adam Street Parcel

From John Thompson <email.john.ca@gmail.com>

Date Mon 11/17/2025 8:23 PM

To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does **not** commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,

John Thompson

1626 Tainter Street, St Helena



November 18 Council Mtg Public Comment

From sue <sue@eonianwines.com>

Date Mon 11/17/2025 9:27 PM

To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I am strongly in favor of approving the resolution declaring the city-owned parcel on Adams Street as surplus land. I understand that it does not commit the city to any project, but it does allow you to explore all the potential uses and development opportunities of the property, and perhaps, in conjunction with other city properties, to give the council and community a much bigger and broader perspective of how all our community sites could be laid out to satisfy our needs for housing, revenue, and community engagement.

Respectfully,

Sue Furdek
1861 Spring Mountain Road
St. Helena, CA

Note: This reflects my personal views only.



Item 11.1, Adams St Property as Surplus, and Consent item 9.2, City Council Agenda 11.18.25

From Tracy McBride <tracymcbride22@gmail.com>
Date Mon 11/17/2025 11:10 PM
To Public Comment <publiccomment@cityofsthelena.gov>
Cc City Clerk <cityclerk@cityofsthelena.gov>

Dear City Council,

Please do not move forward with the steps that will lead to the sale of Adams Street for the purpose of a luxury resort. Postpone the 11.1 item to a community meeting to fully hear, again, what the residents want as an entire group.

Please remove item 9.2 from your consent calendar and postpone this vote on the Adams St application to prepare environmental documents. Postpone the approval on this item.

This is a rushed decision with some information discussed in closed meetings, not available to the public. This is public property and these steps appear to be in the interest of a small group, not the community as a whole.

Thank you for your service and consideration.

Tracy McBride, St Helena Resident
Phone: 510-517-6202
email: tracymcbride22@gmail.com



Adams Street

From wayne <wayne@donaldsonwine.com>
Date Tue 11/18/2025 7:14 AM
To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

Please approve the resolution declaring the city-owned parcel on Adams Street as surplus land. All it does is allow you to explore opportunities for potential uses and development. It does NOT commit the city to any project. I want to know what it could become, along with the other city sites identified as surplus land. Perhaps taken together, we could meet all of our objectives...housing, stable revenue (to support our crumbling infrastructure), community spaces. We owe it to ourselves to explore these opportunities, and it costs us nothing!

Respectfully,

Wayne Donaldson
1861 Spring Mountain Road

Wayne Donaldson
Donaldson Wine LLC / Eonian Wines
1861 Spring Mountain Road
Saint Helena, CA 94574
UNITED STATES
+1 707 738 4001



Outlook

Adams St. Parcel

From Jeffrey Earl Warren <jeffearlwarren@gmail.com>

Date Tue 11/18/2025 8:19 AM

To Public Comment <publiccomment@cityofsthelena.gov>

To: publiccomment@cityofsthelena.gov

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does **not** commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,

Jeffrey Earl Warren

1317 Allyn

Sent from my iPhone



Adams Street

From Cynthia Warren <cynthiawarren1@gmail.com>
Date Tue 11/18/2025 8:53 AM
To Public Comment <publiccomment@cityofsthelena.gov>

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to approve the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does not commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,

Cynthia Warren
1317 Allyn Avenue

--

Cindy Warren

cynthiawarren1@gmail.com

(707)483-7008



Fwd: Adams Street Property

From Lyndsey Harrison <lyndsey1.harrison@gmail.com>
Date Tue 11/18/2025 10:38 AM
To Public Comment <publiccomment@cityofsthelena.gov>

Sent from my iPad

Begin forwarded message:

From: lyndsey1.harrison@gmail.com
Subject: Re: Adams Street Property

Dear Mayor and Councilmembers,

I'm writing to respectfully urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does **not** commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

Thank you for your leadership and service.

Respectfully,

Lyndsey Harrison

1521 Allyn Avenue
St. Helena, CA
94574

Thanks so much for considering this!

November 18, 2025

Re: Public Comment 11.1- Adams Street Property

Dear Mayor and Council Members,

I'm writing to respectfully urge you to approve the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does not commit the City to any specific project. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Equally important, this action positions the City to make an **informed, data-driven decision** when evaluating the full range of possibilities for the property. Our community deserves a careful assessment of all pathways—financial sustainability, the potential for low-income housing, and long-term quality-of-life impacts on residents. Declaring the land surplus now allows those analyses to occur thoughtfully rather than under pressure.

Recent public debate—particularly commentary focused solely on whether St. Helena “needs” more hotels—risks **obfuscating the broader responsibility** of the Council. The core issue is not a single project type; it is the City’s obligation to evaluate **all options**, which necessarily includes the strategic disposition and use of *all* City assets. A surplus designation is the only prudent starting point for that comprehensive evaluation.

Approving this resolution is a responsible procedural step that strengthens the City’s position and enables St. Helena to assess all potential uses of the Adams Street property with clarity, rigor, and full public transparency.

Thank you for your leadership and service.

Respectfully,

Courtney Andrain

Scott Street, St. Helena

November 18, 2025

Re: Public Comment 11.1- Adams Street Property

Dear Mayor and Council Members,

I'm writing to strongly urge you to approve the resolution declaring the City-owned Adams Street parcel (A.P.N. 009-150-006) as surplus land under the Surplus Land Act. This step does not commit the City to any project; it simply ensures legal compliance, preserves local control, and keeps all options open while preventing rushed decisions later. It also positions the Council to conduct a rigorous, informed evaluation of what best serves St. Helena's citizenry. A non-binding "trial balloon" vote five years ago—like many issues in our community, split essentially 50/50—should carry little weight today given the City's current financial realities. Whether or not every option is universally popular, the Council has a responsibility to consider **all** pathways, not just those that attract the least discourse and debate.

Appreciate your leadership,

Jim Anderson

Scott Street, St. Helena

In reference to Agenda Item 11.1, November 18, 2025

Consideration of a resolution declaring City owned Adams Street parcel to be surplus land under the Surplus Land Act (SLA)

Dear Mayor Dohring and members of the St. Helena City Council

I am opposed to the resolution declaring the City-owned Adams Street parcel to be surplus land under the Surplus Land Act for the following reasons:

- 1) The Adams Street property does *not* meet the definition of surplus land because the city has not shown that is no longer needed for its intended purpose
 - a. According to our housing element document--after much community input and thought by staff—the Adams Street property provides 1.3 acres on library lane for housing and specifically notes that the remaining portion (4.3 acres) be prioritized for community and civic needs and uses.
- 2) If one defines the Adams Street parcel as “open space,” it cannot be considered surplus if it is actively used for recreational or environmental purposes, which it is:
 - a. It was recently the site for a small community gathering of residents with “cocktails, umbrellas, and chairs.”
 - b. During this year’s annual Harvest Festival, it provided much-needed shade under the trees for attendees and a place to sit, rest, and eat at the picnic tables that were placed there.
 - c. It is routinely visited by members of community—at all hours of the day—who walk along and through the vineyard to enjoy its peace and beauty (with or without their dogs).
 - d. It is a Mecca for photographers, both professional and amateur, particularly during the “mustard season.”
 - e. It is a place for nature observations that, when uploaded through the iNaturalist app, inform a worldwide network of scientists.
- 3) Additionally the Adams Street Property **provides public benefit** in the following ways:
 - a. It contributes to the physical and mental health of the community by offering a place to find solitude, peace and quiet and enjoy nature just a short distance from the congestion, noise, and traffic of downtown
 - b. It provides an emergency evacuation route in the case of another—and likely—wildfire

- c. It provides an area of defensible space and staging for fire suppression activities in case of a fire threatening the library and homes and businesses in St. Helena, particularly when the Hunter Project gets built and if there is a hotel built at the Bank of America site.
- d. It provides a place for flood waters to disperse should the levy break
- e. It provides 5.6 acres of absorbent ground that allows rainwater to replenish the aquifer which provides an important storage opportunity for water during wet years that can be drawn upon by existing wells, including the one on the Adams Street property that is owned by the city.
- f. With grape vines that may be 125 years old, it serves as a genetic library and warehouse which could have great value to researchers, grape growers, and the wine industry as a whole in light of our changing climate.
- g. As a vineyard it has been leased (and may still be) to a vintner who tends the vines and pays some fee to the city for this opportunity.
- h. As an investment it has already appreciated in value from the time it was purchased from the Daly Family in 2000 for \$2,000,000. In 2016, HMS Development Partners was willing to pay up to \$13,200,000 for the property and HRV offered \$10,000,000 which was somehow split between the Main Street Property and the Adams Street Property. ([Napa Confidential: St. Helena deciphered.](#)) According to the staff report it is currently appraised at \$17,080,000
- i. It provides a secure location for City Hall (and the Police Department) should St. Helena lose its lease with the college.
- j. As the city's most valuable asset, the Adams Street property (appraised at \$17,080,000) contributes to a better credit rating for the city in the Bond Market which translates to lower interest rates.

The Surplus Land Act also requires public agencies evaluate land before declaring it surplus which, to the best of my knowledge, has *not* been done. Additionally, agencies must consider the overall impact on community resources, including parks and open spaces, something else which, to my knowledge, the city has *not* done.

For these reasons and more the council members should *not* approve this resolution.

Thank you,

Elaine de Man
Jordan Coonrad

Public Comment — Michelle Liu Covell**Re: Adams Street Property – Surplus Land Act**

Speaking as a resident, not in any other role.

Good evening Councilmembers,

Thank you for your time and service. I come with an open mind and with genuine questions.

In reading the Surplus Land Act (SLA), reviewing public comments, and researching online materials, I want to share a few thoughts and questions—looking at this from both sides of the coin:

Declaration of Surplus Land

The SLA states that before land can be sold or leased, the governing body must declare it “surplus,” meaning **it is no longer needed for public use**.

- When comparing the three sites under consideration—former City Hall, the former Parks & Rec site, and the Adams Street property—the **only** site currently used by the public is Adams Street. It is actively enjoyed as open space: for walking, dog walking, general recreation, and recently as the location for the Harvest Festival.
- The phrase “**no longer needed for public use**” feels difficult to apply here. The General Plan’s Open Space and Conservation chapter identifies this area as designated open space. The community has long understood it to be just that. See map provided at end of this statement.

If the City Moves Forward With SLA

If the City chooses to designate Adams Street under the SLA with the intention of “keeping our options open,” I have questions about conditions and protections:

- **Can the City require, as part of any sale or agreement, continued public access**—such as a trail, open viewing corridors to Mt. St. Helena, or community-serving open space?
- As an architect, I can also see the potential upside if the site were developed thoughtfully. With the right developer, this could become a jewel of the town: a public plaza, café spaces, mixed-use buildings with housing above, small shops, office space, or family-friendly food and community spaces, and complementing the library that serves many who live here, along with the families with young children. This could create more activity, vibrancy, and evening life, and potentially help fill existing hotel rooms to support TOT.
- With the wine industry wavering, and tourism to Napa Valley seeing a drop, hotels closing, diversity in amenities is just as important to the local community as it is to tourists. Shopping, eating, family friendly spaces are enjoyable to all. (Like Oxbow Market)
- This site is **uniquely sensitive**. It sits at the center and heart of the community. My hope is that this sensitivity is fully acknowledged by the Council and staff.
- If proposals come in through closed-session processes (as happened with the two other properties earlier this year), I hope the Council will be disciplined and patient—**not accepting any proposal that doesn’t meet the community’s needs, values, and long-term vision**. Selling simply for the money would not solve our problems.
- This is likely the **City’s largest asset**. Given past decisions that many now view as mistakes, I think residents are asking for clearer transparency, shared expectations, and community-oriented conditions from the outset.
- If closed-session review is again required, then the community needs to know:
What conditions can we set up front?
What minimum expectations can we establish to ensure the city’s largest asset is stewarded in a way that aligns with the General Plan, community character, and public benefit?

I strongly urge the City Council to develop these conditions now, and put them in writing as part of the SLA process.

Closing Thought

If the site is ultimately sold and the only benefit to the town is a one-time payment—and perhaps some new TOT—but the public loses access to land long understood as community open space, then I believe that would be a disservice to St. Helena. I hope that, with the statements that have come in, that the council would very much

keep the space as it is, open space, and not feel the pressure of selling it, if the conditions of the sale would not meet the community goals. It is very much important to know that you understand what it is now is a community open space, it is used by the public. The term “no longer needed for public use” is very much not the case.

This is the crux, and likely the controversy, that has brought forth many residents to speak up. Designating the land Surplus, means acknowledgement that this land is “no longer needed for public use” which many, including myself, would say is inaccurate.

With RHNA obligations and new housing coming in the next five years, we will need **more**, not less, public access, open space, and community-serving amenities.

The five of you, city council, represent all of us. And I think we all want this town to Thrive. I can understand both sides of this coin on this decision. In essence the town is rolling the dice here. The risk is almost all-in. Please don’t make the wrong decision for us.

Definition of a Thriving Town

A **thriving town** is a community where residents enjoy a high quality of life, businesses are supported and sustainable, civic institutions function well, and the town’s physical spaces—public and private—create connection, opportunity, and long-term resilience.

A thriving town typically has:

1. Strong Community Well-Being

- Residents feel safe, connected, and proud of where they live.
- Public spaces encourage social interaction, recreation, and belonging.
- Amenities serve people of all ages, incomes, and backgrounds.

2. A Healthy Local Economy

- Businesses have the customers, infrastructure, and workforce they need to succeed.
- **Economic activity is diverse (not dependent on a single industry).**
- Visitors add value without overwhelming local life.

3. Vibrant Public Spaces

- Parks, plazas, trails, and gathering places are well-maintained and accessible.
- Community events draw people together and strengthen civic culture.
- The town center has walkable areas that feel lively and inviting.

4. Sustainable Growth & Housing

- Housing is available for a mix of income levels, supporting local workers and multigenerational families.
- Development aligns with the General Plan and long-term vision.
- Growth enhances rather than erodes community identity.

5. Good Governance & Trust

- **Decision-making is transparent and based on community values.**
- **Residents feel heard and included.**
- **Long-term planning avoids short-term “quick fixes.”**

6. Stewardship of Natural & Historic Assets

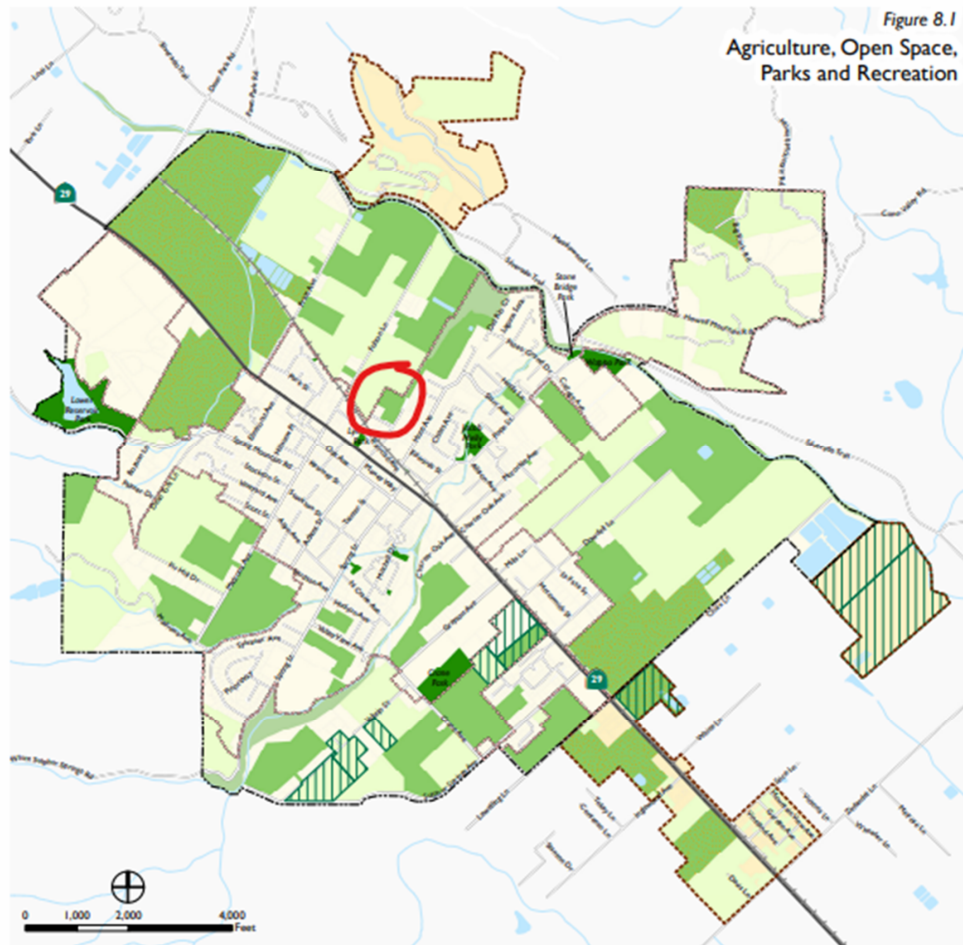
- **Open space, views, farmland, and historic character are protected and celebrated.**
- **The town’s physical environment is treated as a shared legacy.**

A **thriving town** is a community where people want to live, work, gather, and invest—because it offers safety, opportunity, connection, beauty, and a sustainable future.

Thank you for your time and for considering these questions.

Respectfully,
Michelle Liu Covell

8 open space and conservation



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

- Parks and Recreation
- Open Space
- Existing Ag/Rural Residential
- Existing Agriculture
- Existing Winery
- Williamson Act Parcels
- Water Features
- Urban Limit Line
- Study Areas
- City of St. Helena

GENERAL PLAN UPDATE
City of St. Helena

DYETT & BHATIA
Urban and Regional Planners



Agenda Item 11.1

From Kelly Wheaton <a4est42@gmail.com>
Date Tue 11/18/2025 1:53 PM
To Public Comment <publiccomment@cityofsthelena.gov>
Cc Aaron Barak <abarak@msn.com>

Andrew please attach my public comment to Agenda Item 11.1. Thank you.

Dear Mayor Dohring and City Councilmembers,

I am writing to urge careful consideration on your vote to declare The Adams Street property surplus, under the Surplus Lands Act. I had a meeting this morning with Councilmember Aaron Barak on this topic. I completely understand his reasoning behind having the Adams Street parcel declared surplus, however, for reasons outlined below I can not support it at this time. **Those reasons are a lack of trust, that the body of the City Council has acted in good faith.** My concern is that the SLA sets the ball rolling on a process that could lead to premature and ill advised decisions by the Council Writ large. These include the following trust / process issues:

- Inadequate Minutes of the Special City Council meeting, Tuesday, September 16, 2025 @ 6:30 PM at the Fire House (basically the minutes are the agenda with two lines added) "Director of Community Development, Maya DeRosa and resident Oliver Caldwell made presentations on the item. Public comments were received." <https://sthelena.civicweb.net/document/273348/Special%20City%20Council%20-%2016%20Sep%202025%20-%20Study%20Session.docx?handle=401112E4ACD4495EAC54B504B381E726>
- The date and time and location were all outside the ordinary meeting times and without explanation. The meeting was not recorded and the person usually taking minutes was given the night off. There is no adequate official record of what took place at that meeting. I don't even remember that the City Attorney was present.
- The public was misled that this would be a meeting about Housing / revenue and many people showed up to talk about that and were dismayed at being misled. The meeting it turns out seemed to be solely to allow Oliver Caldwell's vision for a 5 Star Resort to be presented. (Maya DeRosa gave a 5 minute presentation on a 10 year old document that seemed disconnected from anything else.) Mr Caldwell was given 10 minutes by Mayor Dohring and he took 14. All other speakers were allotted 4 minutes. Mr Caldwell received applause, however the mayor would not allow applause for any other speaker. I found this highly unusual as Mr Caldwell is not the developer and not an expert on development. I have been told other council members were caught off guard.
- In addition Councilperson Kate Spadorrotto made an impassioned appeal for the 5 Star resort that suggested her mind was not open to other ideas and thus making any decision she makes

suspect.

- We subsequently have heard about leaks from closed door negotiations that implicate councilmember(s) , especially privileged information shared with Mr Caldwell
- The public have been informed they are to be part of the process, but because of what appears to be favored access for some and minds already made up a pause or reset is in order to re-establish fairness and trust
- Trust must be earned. Even the scheduling of this Special meeting the week before Thanksgiving, and with an overstuffed agenda, can be seen, as it has by some, to be an attempt to limit public participation

It is incumbent upon the council to act in good faith with the community that it was elected (or appointed) to represent. Perhaps more than at any time in the past this BREACH of faith has led to inordinate levels of DISTRUST. Moving forward at this time before the air has been cleared would just reinforce that DISTRUST. I urge the council to table this until necessary remediation has taken place.

Sincerely
Kelly Wheaton
1335 Inglewood Ave



11.1 Old Business, City Properties | Public Comment + Lyman Park Initiative w/182 Local Supporters

From Oliver Caldwell <oliver@caldwellsnyder.com>

Date Tue 11/18/2025 2:00 PM

To Erika Opp <eopp@cityofsthelena.gov>; City Clerk <cityclerk@cityofsthelena.gov>

Special City Council Meeting
Tuesday, November 18, 2025

11.1 Old Business / City Properties
Public Comment + Lyman Park Initiative w/183 Local Supporters

To our Mayor and Council Members,

St. Helena faces significant fiscal challenges that can no longer be postponed. Inflation, the costs of operating a fully paid fire department, ongoing pension obligations, and long-deferred capital improvements all place increasing pressure on our budget. For years, the City has commissioned studies, hired consultants, and convened citizen committees to analyze these issues—yet the result has largely been delay, rising liabilities, and no durable solutions.

The evidence is now unmistakable: our current revenue structure is insufficient to sustain the quality of life and level of services our community expects. Continuing to wait for another committee recommendation, consultant report, or incremental service reduction will not resolve the underlying problem. At best, these approaches offer only temporary or marginal relief, while the core financial challenges continue to grow.

We must also acknowledge the broader context. Years ago—before the pandemic, wildfires, inflation, and shifting economic and political realities—few residents viewed the Adams Street parcel as an essential part of our long-term fiscal strategy. The community simply did not foresee the level of financial strain we now face. Today, however, circumstances have changed dramatically, and our approach must change with them.

Part of our current predicament stems from a well-intentioned but ultimately costly desire to preserve political harmony by avoiding hard choices. In an effort not to agitate any particular group of citizens, we have repeatedly deferred major decisions and failed to implement a cohesive vision. As a result, we resemble a boat without a rudder—adrift, while a small but vocal minority resists the very act of installing a rudder until every resident agrees on the exact course, which then becomes the subject of renewed debate. This cycle leaves us stagnant while our financial challenges grow more urgent.

Given these realities, we must now consider all viable assets in crafting a sustainable solution. The Adams Street parcel—one of the City’s most significant undeveloped properties—needs to be factored into any serious plan to address our structural revenue needs. Its thoughtful development represents a rare opportunity to strengthen the City’s financial foundation and preserve the essential services that define St. Helena’s quality of life.

The attached, growing list of local Supporters of the Lyman Park Initiative reflects a community ready for decisive action. Over the past several months, I have had the privilege of engaging with numerous residents regarding this community-driven proposal, which is designed to also advance the City’s long-term fiscal and economic objectives.

The key elements of the Lyman Park Initiative are as follows:

- Oppose the development of a hotel on the old City Hall site
- Integrate Lyman Park and the old City Hall into a single open plaza
- Include a Cultural Center within the plaza for the community's benefit
- Build a hotel and housing instead at the Adams property

These 182 local Supporters are urging the Council to provide a rudder for our community by setting a clear course in alignment with the Lyman Park Initiative. **In practical terms, this means moving forward with the SLA process for the Adams Street parcel.**

Thank you for your time and thoughtful consideration.

Respectfully,

Oliver Caldwell
St. Helena

Lyman Park Initiative

Local Supporters | St. Helena - November 18, 2025

John Anderson	Jane Fitzsimmons	Max Angell	Polly Ogden
Susan Collins	Bill Hart	Susan Snyder	Theresa Scripps
Wayne Donaldson	Erin Martin	Sharon Slayton	Erin Lail
John Heflebower	John Skupny	Naomi Glass	Bette Antor
Jim Sweeney	Carolyn Smith	Cecilia Fransson	Lorraine Green
Ann Backen	Trish Stephens	Hector Rodriguez-Rodriguez	Vivian Pirchner
Jay Lewis	Cindy Warren	Dianne Przybylinski	John Kirkpatrick
Shelly Wallace	Walter Nirenberg	John Watanabe	Steve Spadarotto
Drew Craig	Bobby White	Shannon Salvestrin	Lillian Bollen
Kiki Furst	Sue Enger	Carlo Antonini	Nichole Golden
Lylac Trincherio	David Valentine	Jeffrey Farmer	Fran Hett
Frank Sculatti	Gove Celio	Tony Leonardini	Chandler Smith
Ana Morales	Narcisa Lucchesi	John Muhlner	Laura Martin
Elizabeth Pressler	Hannah Salvestrin	Sheree Waterson	Scott Andersen
Karen Caldwell	Hope Ballew	Susan Duprey	Cecilia Cortez
Frank Connelly	Jennifer Kresge	Charlotte Shephard	Chip Zecher
Alan Galbraith	Cathy Prevost	Bill Lyman	Wayne Armstrong
Eric Lilavois	Ransom Gully	Jamie Green	Sue Furdek
Tracy Sweeney	Rob Andreae	Gerry Working	Tom Scripps
Philippa Ward	Richard Wollack	Steve Sockolov	Tom Trainor
Kendra Craven	Jeff Smith	Kendace O'Donnell	Patty Beckstrom
Gail Lane	Erin & Joshua Dempsey	Lauren Becker	Robin Greenblatt
John McCreedy	Rich Salvestrin	Michelle Hagen	Craig Staley
Bob Bagnato	Sue Wollack	Brent Sloan	Paula Craig
Eric Sims	Christina Layman	John Hawkins	Michelle Martinez Alcala
Ana Morales`	Susan Shay	Thomas Allen	Iris Ferrando
Linda Benton	Mark Epstein	Nancy Schoendorf	Maria Gino Musser
Fred Seavey	Jeffrey Earl Warren	Helgi Tomasson	Polly Ogden
Tina Perrino	Glenn Price	Karen Dantzler	Ted Shuel
Savannah Nadler	Demetra Andreassen	Marianna Hawkins	Jim Anderson

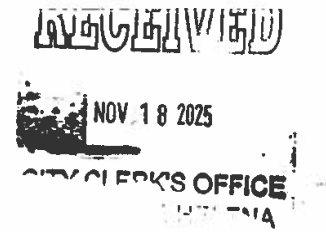
Cindy DeLeo	Paolien Hung	Wayne Leong	Peter Collins
Oliver Caldwell	Frankie Lucchesi-Stutchman	Kristin Martin	Linda Goldfarb
Courtney Andrain	Padget Kaiser	Kiki Antonini	Gale Trainor
Elaine Honig	Federico Parlagreco	Joshua Gold	Kim Farmer
Alle Phelps	Kristi Muhic	Janet Peischel	Peter Working
Claudia Gambill	Susan Calgano	Jim Przybylinski	Bob Beckstrom
Lyndsey Harrison	Margie Hart	Boo Beckstoffer	Timothy Jacobs
Eleonora Morando	Fred Martin	Marlene Tomasson	Mary Stielou
Rosa Lauritsen	Tracey Skupny	Mary Sue Frediani	Dory Culver
Maria Lucchesi	Linda Bradshaw Allen	Lars Vrunmank	Pat Henry

Emma Salvestrin
Michail Oroszi
Jeff Kresge
Robin Rocha
Karla Zuniga
Lindsay Swickard

Tim Blackburn
Katie Leonardini
Ginger Martin
Cindy Pawlcyn
Joe Schoendorf
Connie Corbett

Janet Herrero
Massimo DiCostanzo
Aidan Wignall
Jeffrey Green
Georg Salzner
Peter Scott

Johnny Lucchesi-Stutchman
Robin McGuire
Lauretta Cecchino
Ryan Nelson
Zahra Maher



Dear Mayor Dohring and Members of the City Council,

I am in receipt of an email that Oliver Caldwell sent out to a number of undisclosed recipients on November 12 titled: Reply "YES" to Support the Lyman Park Initiative. It concludes with the following sentence: "The City Council will meet on November 18th to discuss the sale of city properties, community priorities, and compliance with the Surplus Lands Act. I am compiling a list of supporters to present before that meeting.....Your quick reply makes a real difference. Please reply YES today and help shape the future of our town."

However, the information people are responding "yes" to is not entirely accurate.

Caldwell's email emphasizes his "Save Lyman Park" initiative.

"To realize this vision," he writes, "the City Hall property must remain city-owned and not sold or developed. A proposed three-story, mid-luxury hotel on that site would diminish the park's open beauty, compete with existing hotels, and generate minimal financial benefit."

However, he fails to mention that the process to sell the old city hall site to a hotel developer was halted a month ago.

For about two and a half years, the City of St. Helena has been working on a "Sale of City Properties" — a combined project that would create a hotel on the north end of Main Street and build affordable housing on Railroad Avenue. **On Tuesday, in the final discussion before signing an exclusive negotiating agreement, the process was halted.** (Councilmember Michelle Deasey, "Thoughts on Sale of City Properties," October 17, 2025)

The City completed the Surplus Land Act process for the Main Street and Railroad Avenue properties and received bids that incorporated both hotel and housing elements. Those proposals were reviewed by staff and the Council, and while they included some promising ideas, they did not ultimately align with the City's priorities and long-term community goals. In particular, a majority of the Council was not comfortable pursuing a hotel at the Main Street City Hall site because of its potential impact on Lyman Park, our community's central gathering space and public green. (Councilmember Aaron Barak, "Joint Statement from Councilmembers Aaron Barak and Billy Summers on the City's Direction for Adams Street and the Surplus Land Act Process," October 29, 2025)

I have no others words for Caldwell's email except to say that it appears to be willfully deceptive.

He asks the recipients to "please reply YES to this email if you support the Lyman Park Initiative." And lists:

- 1) No hotel on the old City Hall site.....but he does not disclose that this is NOT even on the table at the meeting
- 2) Join Lyman Park & old City Hall into one open Plaza.....something that can be achieved easily and inexpensively without declaring Adams Street as surplus property
- 3) Add a Cultural Center for the community in Plaza.....which according to an email he received John Dunbar, former mayor of Yountville, was achieved in Yountville *after* 30 years of TOT!
- 4) Build hotel and housing instead at the Adams property.....something, again, that is not technically on the agenda

In my opinion Oliver Caldwell is counting on the recipients not actually reading the agenda, otherwise he might have at the very least included a link to the agenda item for the recipients to read rather than a bunch of schematics showing the impact a hotel would have on Lyman Park. Unfortunately, a number of people will simply take his word for what appears to be a very compelling argument and respond "Yes."

So, I hope that the city council and the members of the community will see any list of people that Oliver might deliver to the city council Tuesday night for what it is: a list of people who thought they were helping prevent the sale of the Main Street property to a hotel developer and *not* necessarily a list of people who are in favor of declaring the Adams Street Property as "surplus" under the Surplus Lands Act.

Thank you,


Julie Bolander

RECEIVED

NOV 18 2025

CITY CLERK'S OFFICE
CITY OF ST. HELENA



Fw: Adams behind library

From Gayle Davies <gdavies@napacoe.org>
Date Tue 11/18/2025 3:03 PM
To Public Comment <publiccomment@cityofsthelena.gov>

From: Gayle Davies
Sent: Tuesday, November 18, 2025 2:55 PM
To: pdohring@cityofsthelena.gov <pdohring@cityofsthelena.gov>; abarak@cityofsthelena.gov <abarak@cityofsthelena.gov>; mdeasy@cityofsthelena.gov <mdeasy@cityofsthelena.gov>; kspardotto@cityofsthelena.gov <kspardotto@cityofsthelena.gov>; bsummers@cityofsthelena.gov <bsummers@cityofsthelena.gov>
Subject: Adams behind library

Hello all,

I first would like to thank you all for your dedication to our city. I'll never understand why you'd sign up for this very thankless task. It's a lot of work and I thank you for stepping up to it.

There are a number of alternatives to building a resort behind the library that can bring income to our city. Can we please spend time exploring ideas? They get batted around in the air, but there is no real discussion.

Speaking of "discussion", that event at the Firehouse was pretty stinky. It was advertised as some kind of Town Hall to discuss housing, but really ran as more of a CC meeting to hear a proposal for a luxury resort. Please avoid that going forward. You lost trust further - wasn't great to begin with. Please work toward **building trust**, no matter what decisions get made. Please. You can all feel great about yourselves if you achieve that.

We can have income from other hotels - at B of A, at Main Street (I do not think a 3 story hotel will ruin Lyman) and perhaps Farmstead. (And the project at Hall Winery - not sure what happened with that.)

This downturn of wine sales AND visitor numbers is different from what we've had here before. I believe in the resiliency of Napa's wine industry, and that people will always want to come here, but ... people are finding other places for as good or better experiences. Do we really think it's good for us to have far more rooms than we can sell? Especially in a location that is SO VALUABLE to those of us who live here and contribute every single day.

That space can remain ours to enjoy AND be income producing. C'mon!

Kind regards,
 Gayle Davies
 livin' in St Helena

707-287-2933
gayleddavies@gmail.com

Dear City Council and Staff,

Please consider the following path.

Long term lease (no SLA).

Public Private Partnership.

Entitled as you see fit for best/highest possible outcome.

Maintain ownership and revenue terms.

Full control.

Sincerely,

Joshua Parke

FRIENDS&FOUNDATION
ST. HELENA PUBLIC LIBRARY

CITY OF ST. HELENA, SPECIAL CITY COUNCIL MEETING, 11/18/25 6:00 PM
PUBLIC COMMENT, AGENDA ITEM 11.1

Regarding City Staff Recommendation that City Council Members approve a resolution that declares the entire 5.6 acre site known as “Adams Street parcel” (APN 009-150-006) to be “Surplus Land,” that is, no longer needed for the City’s municipal purposes and eligible for purchase.

Greetings, All.

Friends & Foundation, St. Helena Public Library (FFSHPL) Board and Staff acknowledge that the City of St. Helena’s financial position evidently calls for greater fiscal prudence to assure long-term stability of the municipality, its assets, and its services. In simplest form, prudent decisions leading to overall financial improvement may be made to alter expenses or revenues through any number of methods.

FFSHPL, at this time, refrains from taking any stance on which decisions are or will be the right ones for the City leadership to make.

That said, we would argue for **postponement of the vote** recommended in item 11.1. Before significant and consequential decisions such as declaration of any more City owned land as “surplus” are made, it would seem prudent to complete the thoughtful work of the Finance Committee, to learn what developers’ fees for *active* building projects might amount to, to see what hotel projects already in the pipeline will amount to, and to simply better understand the fullness of the City’s financial position. To consider dividing large parcels may be an option, many other options may arise. And such things could be explored before the declaration of Surplus land. But without clear setting of goals, why force a declaration now? Once the SSLA designation is in play, sale opportunities of this large parcel will inexorably begin.

FFSHPL is patient with our community as this broad dialogue advances. And in the meantime, we continue with our work that benefits the Library’s patrons, staff, and its full range of services. We support Library leadership and listen to library professionals’ assessments of the short-, middle-, and long-term needs.

Respectfully submitted, Deanna M. Griffin
Executive Director, *Friends & Foundation, St. Helena Public Library*
P. O. Box 171; St. Helena, CA 94574 Deanna.Griffin@shplfoundation.org; 707 804 9675
11/18/25



Adams Street Property Support

From Dr. Lara Fielding <lara@doctorfielding.com>
via gmail.com
Date Wed 11/19/2025 1:40 PM
To Public Comment <publiccomment@cityofsthelelena.gov>

Dear Mayor and Councilmembers,

I am adding my voice to urge you to **approve** the resolution declaring the City-owned parcel on Adams Street (A.P.N. 009-150-006) as surplus land under the Surplus Land Act.

This step does **not** commit the City to any project. It simply brings us into compliance with state law, protects local control, and keeps all future options open. Completing the surplus designation now avoids rushed decisions later and ensures any future use of the site follows a transparent, orderly public process.

Approving this resolution is a responsible procedural step that strengthens the City's position and allows St. Helena to thoughtfully evaluate all potential uses of the Adams Street property.

I am deeply hopeful that my vote/voice will be considered in your deliberations. As a previous tourist, before moving here 1.5 years ago, my dearly departed husband and I frequently wondered "what else can we do in St. Helena?" But ended up staying in Yountville or Calistoga for lack of accommodations and activities here locally. It is only since I have become a home owner and full time resident that I am beginning to understand some of the local stalemates that continuously impede progress in our wonderful St. Helena. I hope the same will not happen with the Adams property.

Sincerely,

Respectfully,
Lara Fielding

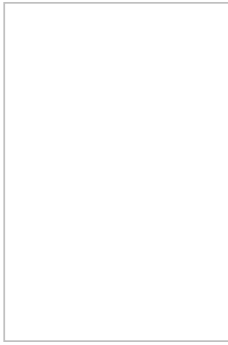
1450 Allyn Ave

St. Helena, CA 94574

Thanks so much for considering this!

--

Lara Fielding, Psy.D., Ed.M.
Clinical Psychologist (PSY24351)
Skills Training & Mindfulness-Based CBT
Author: *'Mastering Adulthood: Go Beyond Adulthood, to Become an Emotional Grown-Up'*



[http:///]

"I can feel guilty about the past, apprehensive about the future, but only in the present can I act. The ability to be in the present moment is a major component of mental wellness."

Abraham Maslow

IMPORTANT WARNING: This email and any accompanying attachments are only intended for the use of the person or entity to which it is addressed, and may contain information that is privileged and confidential. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Unauthorized redisclosure or failure to maintain confidentiality may subject you to federal and state penalties. If you are not the intended recipient, please immediately notify us by return email, and delete this message from your computer.



Agenda Report to the City Council

Agenda Section: NEW BUSINESS:

Department: Public Works

DATE:	November 18, 2025
FROM:	Joseph Leach, Assistant City Manager/Director of Public Works/City Engineer, Stephanie Killingsworth, Public Works Financial Analyst
SUBJECT:	Consider and adopt a Resolution (1) Authorizing the City Manager, or his Designee, to execute a "Settlement Agreement" with the California Regional Water Quality Control Board, San Francisco Bay Area Region; (2) Acknowledging the accumulation of \$378,000 in fines due to regulated effluent parameter exceedances; (3) Authorizing the creation of Capital Improvement Plan (CIP) Project No. S26-05 with denoted funding in partial fulfillment of the Order; and (4) Authorizing the expenditure of \$181,500 from GL 571-5000-2425; and (5) Authorizing corresponding budget adjustments to appropriate funding for this action.
RECOMMENDED ACTION:	Adopt the related resolution.
PREVIOUS COUNCIL ACTION:	None.
STATEMENT OF THE PURPOSE:	The City is required to enter an agreement with the State Water Board to both pay fines related to constituent exceedances related to the Wastewater Treatment Plant AND utilize a portion of the fines to fund/deliver a project for the benefit of the environment.
FINANCIAL IMPACT:	The Stipulated Order requires a total administrative civil liability of \$378,000. As noted below, the Order affords the City to utilize a portion of the fine (i.e. \$196,500) towards a project and the balance (i.e. \$181,500) a direct payment to the Water Board's program. The \$181,500 payment will be funded from Wastewater Enterprise Fund Reserves. No General Fund monies are proposed to be utilized.

BACKGROUND:

The City operates the Wastewater Treatment and Reclamation Plant (Facility) under NPDES Permit CA0038016 (Order R2-2021-0004). The Facility provides secondary treatment with recycling of treated effluent and occasional discharge to the Napa River when recycled water distribution or storage capacity is exceeded.

Between January 2023 and April 2025, the Facility recorded numerous permit exceedances (129 events), 126 of which are subject to Mandatory Minimum Penalties (MMPs) pursuant to Water Code §13385. The Prosecution Team with the Regional Water Board assessed mandatory minimum penalties resulting in a proposed total administrative civil liability of \$378,000.

DISCUSSION:

The Settlement Agreement (Stipulated Order R2-2025-1023, **Attachment A**) resolves alleged violations by combining a cash payment with a Supplemental Environmental Project (SEP). The SEP, titled 'City of St. Helena Sewer Pipeline Rehabilitation Project', proposes replacement of approximately 605 linear feet of vitrified clay pipe within 300 feet of Sulphur Creek to reduce inflow and infiltration and the risk of sanitary sewer leakage to nearby water bodies.

The City and the Water Board agreed to suspend up to \$196,500 of the administrative civil liability pending successful SEP completion by June 1, 2027, subject to reporting and certification requirements. The settlement avoids protracted litigation and further administrative proceedings, reduces future compliance risk, and invests in local infrastructure that provides direct water quality benefits.

Staff recommends approval to allow the City Manager to execute the Agreement and to begin project setup.

ENVIRONMENTAL REVIEW:

Authorization to execute an agreement does not constitute a project. Upon award of the project related to CIP No. S26-05, staff will provide an environmental determination.

GOAL:

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

DOCUMENTS ATTACHMENTS:

[WWTP Water Board Violation Agreement 110925](#)
[Attachment A - Stipulated ACLO - R2-2025-1023 102025](#)
[S26-05 CIP Page](#)

CITY OF ST. HELENA
RESOLUTION NO. 2025-__

RESOLUTION (1) AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A “SETTLEMENT AGREEMENT” WITH THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN FRANCISCO BAY AREA REGION; (2) ACKNOWLEDGING THE ACCUMULATION OF \$378,000 IN FINES DUE TO REGULATED EFFLUENT PARAMETER EXCEEDANCES; (3) AUTHORIZING THE CREATION OF CAPITAL IMPROVEMENT PLAN (CIP) PROJECT NO. S26-05 WITH DENOTED FUNDING IN PARTIAL FULFILLMENT OF THE ORDER; (4) AUTHORIZING THE EXPENDITURE OF \$181,500 FROM GL 571-5000-2425; AND (5) AUTHORIZING CORRESPONDING BUDGET ADJUSTMENTS TO APPROPRIATE FUNDING FOR THIS ACTION.

RECITALS

WHEREAS, the City of St. Helena operates a wastewater treatment and reclamation plant regulated by National Pollutant Discharge Elimination System (NPDES) Permit CA0038016 (Order R2-2021-0004); and

WHEREAS, between January 2023 and April 2025, the City reported effluent limit exceedances resulting in alleged violations subject to administrative civil liability under California Water Code §13385; and

WHEREAS, the California Regional Water Quality Control Board, San Francisco Bay Region, issued Proposed Order R2-2025-1023 assessing a total administrative civil liability of \$378,000; and

WHEREAS, the proposed Settlement Agreement provides that \$196,500 of the liability may be suspended upon successful completion of a Supplemental Environmental Project (SEP) titled the “City of St. Helena Sewer Pipeline Rehabilitation Project,” requiring the creation of CIP Project No. S26-05; and

WHEREAS, the balance of \$181,500 shall be paid to the State Water Pollution Cleanup and Abatement Account within the time specified by the Stipulated Order; and

WHEREAS, this authorization does not constitute a project under the California Environmental Quality Act (CEQA), but subsequent project actions will require CEQA review prior to construction.

RESOLUTION

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

1. The City Manager, or his designee, is hereby authorized to execute the Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Proposed Order R2-2025-1023) with the California Regional Water Quality Control Board, San Francisco Bay Region (**Attachment A**).
2. CIP Project No. S26-05 is hereby created and funding is authorized using Fund 421 (GO Bond – Measure H) to fulfill the requirements of the Supplemental Environmental Project.
3. Staff is authorized to process a payment of \$181,500 from GL 571-5000-2425 to satisfy the non-suspended portion of the administrative civil liability.
4. The Administrative Services Director is authorized to make necessary budget adjustments and accounting entries to properly reflect these actions.
5. The Budget Amendments are as follows:

Description	Fund/Funding Source	Expense GL Account	Amount
Transfer to CIP Project S26-05 (SEP)	421 – GO Bonds	421-00-00-28-99	\$196,625
Transfer from 421 – GO Bonds	773 – Wastewater Capital	773-39-98-00-00	\$196,625
Budget Increase from Wastewater Fund Balance Reserves Taxes & Other Charges	571 – Wastewater Enterprise	571-5000-2425	\$181,500

6. Funding is as follows:

Description	Fund/Funding Source	Expense GL Account	Amount
Design (SEP/CIP No. S26-05)	421 – GO Bonds	773-50-59-31-10	\$7,500
Construction Management (SEP/CIP	421 – GO Bonds	773-50-59-31-50	\$7,500

No. S26-05)			
Construction Contract (SEP/CIP No. S26-05)	421 – GO Bonds	773-50-59-31-60	\$165,625
Contingency (SEP/CIP No. S26-05)	421 – GO Bonds	773-50-59-31-70	\$16,000
Public Works Admin Taxes & Other Charges	571 – Wastewater Enterprise	571-50-00-24-25	\$181,500

Approved at a Regular Meeting of the St. Helena City Council on November 18, 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

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

In the matter of:	)	
	)	
CITY OF ST. HELENA	)	SETTLEMENT AGREEMENT AND
	)	STIPULATION FOR ENTRY OF
NPDES Permit CA0038016	)	ADMINISTRATIVE CIVIL LIABILITY
(Order R2-2021-0004)	)	ORDER
Effluent Limit Violations	)	
	)	PROPOSED
	)	ORDER
	)	
	)	R2-2025-1023

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (Stipulated Order) is entered into by and between the California Regional Water Quality Control Board, San Francisco Bay Region Prosecution Team (Prosecution Team) and the City of St. Helena (Discharger) (collectively Parties), and is presented to the California Regional Water Quality Control Board, San Francisco Bay Region (Regional Water Board), or its delegate, for adoption as an Order by settlement pursuant to California Water Code (Water Code) section 13323 and Government Code section 11415.60. This Stipulated Order resolves all the violations alleged herein by the imposition of administrative civil liability against the Discharger in the amount of **\$378,000**.

Section II: RECITALS

1. The Discharger owns and operates the City of St. Helena Wastewater Treatment and Reclamation Plant (Facility). The Facility provides secondary treatment for domestic and commercial wastewater from the City of St. Helena, with an average dry weather treatment capacity of 0.5 million gallons per day (MGD) and a wet weather treatment capacity of up to 2.8 MGD. The Discharger recycles its wastewater, distributing treated effluent to irrigate roughly 80 acres of fields adjacent to the Facility and a small redwood tree farm. The Discharger also uses its treated wastewater to grow mosquito fish. When the Facility's influent exceeds the capacity of the recycled water distribution system and onsite storage, the Discharger discharges into the Napa River via a shallow-water outfall (Discharge Point 001).
2. The Discharger is upgrading its Facility to provide tertiary treatment and expand its recycled water program. When the Discharger completes its upgrades, the Facility will continue to have an average dry weather treatment

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

capacity of 0.5 MGD, but with a new wet weather treatment capacity of 1.5 MGD. When the Facility's influent exceeds the capacity of the recycled water distribution system and onsite storage, the upgraded treatment plant will continue to discharge into the Napa River via Discharge Point 001.

3. The Discharger is required to operate and maintain its Facility in compliance with National Pollutant Discharge Elimination System (NPDES) Permit CA0038016 (Permit) issued pursuant to Clean Water Act section 402 and Water Code Chapter 5.5, Division 7 (commencing with section 13370). The Regional Water Board most recently issued the Permit on April 14, 2021, through Order R2-2021-0004, which became effective on June 1, 2021. The Permit contains discharge requirements for the Facility, including effluent limitations for discharges at Discharge Point 001.

4. Water Code section 13385, subdivisions (h) and (i), require the assessment of mandatory minimum penalties (MMPs) for certain discharge violations.

a. Water Code section 13385, subdivision (h)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each serious violation.

b. Water Code section 13385, subdivision (h)(2) states:

For the purposes of this section, a "serious violation" means any waste discharge that violates the effluent limitations contained in the applicable waste discharge requirements for a Group II pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 20 percent or more or for a Group I pollutant, as specified in Appendix A to Section 123.45 of Title 40 of the Code of Federal Regulations, by 40 percent or more.

c. Water Code section 13385, subdivision (i)(1) states:

Notwithstanding any other provision of this division, and except as provided in subdivisions (j), (k), and (l), a mandatory minimum penalty of three thousand dollars (\$3,000) shall be assessed for each violation whenever the person does any of the following four or more times in any period of six consecutive months, except that the requirement to assess the mandatory minimum penalty shall not be applicable to the first three violations:

- i. Violates a waste discharge requirement effluent limitation.
- ii. Fails to file a report pursuant to Section 13260.

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

- iii. Files an incomplete report pursuant to Section 13260.
- iv. Violates a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.

d. Water Code section 13385, subdivision (i)(2) states:

For the purposes of this section, a “period of six consecutive months” means the period commencing on the date that one of the violations described in this subdivision occurs and ending 180 days after that date.

- 5. The Prosecution Team alleges that discharges from Discharge Point 001 between January 2023 and April 2025 violated Permit effluent limitations at least 129 times. 126 of those violations are subject to MMPs pursuant to Water Code section 13385, subdivisions (h) and (i), as shown in Attachment A, which is incorporated herein by reference.
- 6. To resolve the alleged violations in Section II, paragraph 5, by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability of **\$378,000** against the Discharger.
- 7. The Parties have agreed to settle this matter without administrative or civil litigation, and to present this Stipulated Order to the Regional Water Board or its delegate for adoption as an Order by settlement pursuant to Water Code section 13323 and Government Code section 11415.60.
- 8. The Prosecution Team contends that the resolution of the alleged violations is fair and reasonable and fulfills all its enforcement objectives; that no further action is warranted concerning the violations, except as provided in this Stipulated Order; and that this Stipulated Order is in the public’s best interest.

Section III: STIPULATIONS

The Parties incorporate the foregoing Recitals and stipulate to the following:

- 1. **Administrative Civil Liability:** The Discharger hereby agrees to the imposition of an administrative civil liability of **\$378,000** to resolve the alleged violations set forth in Section II, paragraph 5, and Attachment A, as follows:
 - a. No later than 30 days after the Regional Water Board or its delegate signs this Stipulated Order, the Discharger shall mail a check for **\$181,500**, made payable to “State Water Pollution Cleanup and Abatement Account,” referencing the Order number on page one of this Stipulated Order, to:

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

State Water Resources Control Board Accounting Office
Attn: ACL Payment
P.O. Box 1888
Sacramento, CA 95812-1888

The Discharger shall email a copy of the check to the Regional Water Board (James.Parrish@waterboards.ca.gov).

- b. In accordance with the State Water Resources Control Board's (State Water Board) 2017 Policy on Supplemental Environmental Projects and Water Code section 13385(f), the Parties agree that up to **\$196,500** (SEP Amount) of the administrative liability shall be suspended pending completion of a supplemental environmental project described in Section III, paragraph 2, and Attachment B, which is incorporated herein by reference.
 - c. The SEP Amount will become immediately due and payable if the initial monetary assessment described in Section III, paragraph 1.a is not paid in full by the payment deadline.
2. **SEP Description:** The Discharger proposes to fund a third-party¹ to implement the *City of St. Helena Sewer Pipeline Rehabilitation Project* (the SEP), which will replace 605 linear feet of aged, vitrified clay pipe within 300 feet of Sulphur Creek. The sections of the pipe identified for replacement are among the oldest portions of vitrified clay pipe in the project area (constructed between 1940 and 1975), are comprised of short segments (4-6 feet), and were constructed without gaskets. Though considered in good condition, these sections of pipe are at risk of allowing groundwater inflow and infiltration, which can overwhelm the Facility. These sections are also at risk of leaking or discharging sewage. The SEP will reduce the risk of inflow and infiltration into the Discharger's sanitary sewer system, which can adversely impact effluent water quality, and reduce the risk of sewage leaching into groundwater or discharging into the nearby Sulphur Creek, a water of the United States. Attachment B further describes the SEP and its project milestones, budget, and reporting schedule.
3. **Representation and Agreements Regarding the SEP:**
- a. As a material condition for the Regional Water Board's acceptance of this Stipulated Order, the Discharger represents that it will spend the SEP Amount to implement the SEP as set forth in Section III, paragraph 2, and Attachment B. The Discharger understands that its promise to fund and implement the SEP in its entirety and in accordance with the

¹ The Discharger will select a third-party contractor through its formal bid procedure upon the Regional Water Board's, or its delegate's, approval of this Stipulated Order. (See City of St. Helena Municipal Code § 3.04.130.)

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

implementation schedule and budget set forth in Attachment B represents a material condition of this settlement of liability between the Discharger and the Regional Water Board.

- b. The Discharger agrees to (1) spend the SEP Amount as described in this Stipulated Order; (2) provide certified, written reports to the Regional Water Board consistent with the terms of this Stipulated Order; and (3) provide as part of the final report due June 1, 2027, a certification by a responsible official, signed under penalty of perjury, that it followed all applicable environmental laws and regulations in implementing the SEP, including the California Environmental Quality Act (CEQA), Porter-Cologne Water Quality Control Act, and federal Clean Water Act.
 - c. The Discharger further agrees that the Regional Water Board has the right to require a third-party audit of the funds expended to implement the SEP at the Discharger's cost, and that the Discharger bears ultimate responsibility for meeting all deadlines and requirements specified in Attachment B.
4. **Publicity Associated with the SEP:** Whenever the Discharger, or its agents or subcontractors, publicize one or more SEP elements, it shall state in a prominent manner that the project is undertaken as part of a settlement of a Regional Water Board enforcement action against the Discharger.
 5. **Progress Reports and Inspection Authority:** The Discharger shall provide reports describing progress implementing the SEP to the Regional Water Board as described in Attachment B. The Discharger agrees that Regional Water Board staff has permission to inspect the SEP at any time with 24-hour notice.
 6. **Certification of SEP Completion:** On or before June 1, 2027, a responsible official of the Discharger shall submit a final completion report as described in Attachment B and a certified statement, signed under penalty of perjury, that documents its expenditures during the SEP completion period, and that the Discharger completed the SEP in accordance with the terms of this Stipulated Order. The expenditures may include external payments to outside vendors, but may not include the cost of normal, routine work undertaken by the Discharger's staff. In making such certification, the signatories may rely on normal organizational project tracking systems that capture employee time expenditures and external payments to outside vendors, such as environmental and information technology contractors or consultants. Documentation of SEP completion may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the Regional Water Board to evaluate SEP completion and the costs incurred. The Discharger shall provide the Regional Water Board with any additional information reasonably necessary to verify the SEP expenditures and completion.

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

7. **Time Extension for SEP:** The Executive Officer of the Regional Water Board (Executive Officer) may extend the SEP deadlines contained in Attachment B of this Stipulated Order if the Discharger demonstrates delays from unforeseeable circumstances or circumstances beyond the Discharger's control, provided that the Discharger continues to undertake all appropriate measures to meet the deadlines. The Discharger shall make any deadline extension request in writing at least 30 days prior to the applicable deadline. Any approval of an extension by the Executive Officer must be sent to the Discharger in writing, and such writing will have the effect of revising this Stipulated Order.
8. **Regional Water Board Acceptance of Completed SEP:** Upon the Discharger's satisfaction of its obligations under this Stipulated Order, including SEP completion and any audits, the Executive Officer shall issue a "Satisfaction of Order" terminating any further obligations under this Stipulated Order and permanently suspend the SEP Amount.
9. **Failure to Expend All Suspended Funds on the Approved SEP:** If the Discharger is unable to demonstrate to the reasonable satisfaction of the Executive Officer that the entire SEP Amount was spent on the completed SEP by May 3, 2027, the Discharger shall pay the difference between the SEP Amount and the amount the Discharger can demonstrate was actually spent on the SEP (Difference). The Executive Officer shall issue a "notice" that requires the Discharger to pay the Difference to the State Water Pollution Cleanup and Abatement Account within 30 days of the notice issuance date. The Discharger shall submit payment consistent with the payment method described in Section III, paragraph 1.a. Payment of the Difference shall satisfy the Discharger's obligations to implement the SEP.
10. **Failure to Complete the SEP:** If the SEP is not fully implemented by May 3, 2027, or by the due date if extended pursuant to Section III, paragraph 7, or if there has been a material failure to satisfy a project milestone, the Executive Officer shall issue a Notice of Violation. The amount of suspended liability owed shall be determined by a written, stipulated agreement of the Parties, or if the Parties cannot reach agreement, via a Motion for Payment of Suspended Liability before the Regional Water Board or its delegate. The Discharger shall be liable to pay the entire SEP Amount, or, if shown by the Discharger, some portion thereof less the value of any completed milestones as stipulated to by the Parties in writing or as determined by the Motion for Payment of Suspended Liability. Unless the Regional Water Board or its delegate determines otherwise, the Discharger shall not be entitled to any credit, offset, or reimbursement from the Regional Water Board for expenditures made on the SEP prior to the Notice of Violation's issuance date. Within 30 days of the Regional Water Board's or its delegate's determination of the suspended liability amount assessed for the Discharger to pay, the Discharger shall submit payment consistent with the payment

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

method described in Section III, paragraph 1.a. Payment of the assessed amount shall satisfy the Discharger's obligation to implement the SEP.

11. Regional Water Board Not Liable: The Regional Water Board and its members, staff, attorneys, and representatives shall not be liable for any injury or damage to persons or property resulting from negligent or intentional acts or omissions by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order. The Regional Water Board, its members, and its staff shall not be held as parties to, or guarantors of, any contract entered into by the Discharger or its directors, officers, employees, agents, representatives, or contractors in carrying out activities pursuant to this Stipulated Order.

12. Compliance with Applicable Laws: The Discharger understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and/or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the types alleged herein may subject it to further enforcement, including additional administrative civil liability.

13. Party Contacts for Communications related to this Stipulated Order:

For the Regional Water Board:

James Parrish, Senior Environmental Scientist
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, 14th Floor
Oakland, CA 94612
James.Parrish@waterboards.ca.gov
(510) 622-2381

Counsel:
Paul Ciccarelli, Attorney IV
State Water Resources Control Board
Office of Enforcement
801 K Street, 23rd Floor
Sacramento, CA 95814
Paul.Ciccarelli@waterboards.ca.gov
(916) 322-3227

For the Discharger:

Joe Leach, PE, Assistant City Manager/Director of Public Works
City of St. Helena
1088 College Avenue
St. Helena, CA 94574
jleach@cityofsthelena.gov
(707) 967-2629 (office)

Counsel:
Anya Kwan, Associate
Best Best & Krieger LLP
300 S. Grand Ave, Suite 2500
Los Angeles, CA 90071
Anya.Kwan@bbklaw.com
(213) 542-3867

14. Attorney Fees and Costs: Each Party shall bear all attorney fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

15. Matters Addressed by this Stipulated Order: Upon the Regional Water Board's or its delegate's adoption, this Stipulated Order represents a final and

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

binding resolution and settlement of the alleged violations contained in Section II, paragraph 5, as of the effective date of this Stipulated Order. The provisions of this paragraph are expressly conditioned on the full payment of the administrative civil liability by the deadline specified in Section III, paragraph 1.

16. **Public Notice:** The Discharger understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the Regional Water Board or its delegate. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the Regional Water Board or its delegate for adoption, the Prosecution Team may unilaterally declare this Stipulated Order void and decide not to present it to the Regional Water Board or its delegate. The Discharger agrees that it may not rescind or otherwise withdraw its approval of this Stipulated Order.
17. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for public review of this Stipulated Order and the Regional Water Board's or its delegate's adoption of this Stipulated Order is lawful and adequate. The Parties understand that the Regional Water Board or its delegate has the authority to require a public hearing on this Stipulated Order. If procedural objections are raised or the Regional Water Board or its delegate requires a public hearing prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure and/or this Stipulated Order as necessary or advisable under the circumstances.
18. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. The Parties are represented by counsel in this matter.
19. **Modification:** The Parties shall not modify this Stipulated Order by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the Regional Water Board or its delegate.
20. **If the Stipulated Order Does Not Take Effect:** If this Stipulated Order does not take effect because the Regional Water Board or its delegate does not approve it, or because the State Water Board or a court vacates it in whole or in part, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the Regional Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing or in any other administrative or judicial proceeding. The Parties agree to waive any and all

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

objections based on settlement communications in this matter, including but not limited to objections related to prejudice or bias of any of the Regional Water Board members or their advisors or any other objections that are premised in whole or in part on the fact that the Regional Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing this Stipulated Order and, therefore, may have formed impressions or conclusions prior to any contested evidentiary hearing on the violations alleged herein in this matter. The Parties also agree to waive any and all objections based on laches, delay, or other equitable defenses related to the period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

21. **Waiver of Hearing:** The Discharger has been informed of the rights Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the Regional Water Board prior to the Stipulated Order's adoption. However, if the Stipulated Order is not adopted, or if the matter proceeds to the Regional Water Board or the State Water Board for hearing, the Discharger does not waive the right to a hearing before any order other than this Stipulated Order is imposed.
22. **Waiver of Right to Petition or Appeal:** The Discharger hereby waives its right to petition the Regional Water Board's adoption of this Stipulated Order for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or California appellate court.
23. **Covenant Not to Sue:** The Discharger covenants not to sue or pursue any administrative or civil claims against the State of California, any State agency, or its officers, Board members, employees, representatives, agents, or attorneys arising out of or relating to any matter expressly addressed by this Stipulated Order. This covenant is not intended to bar and does not limit the Discharger's rights to sue over other Regional Water Board orders (e.g., permits or cease and desist orders) or limit the Discharger's rights to defend against any additional enforcement or other actions taken by the Regional Water Board or its employees, representatives, agents, or attorneys. Moreover, this covenant shall not release any claims or complaints against any State agency or the State of California, its officers, Regional Water Board members, employees, representatives, agents, or attorneys to the extent such covenant would be prohibited by California Business and Professions Code section 6090.5 or by any other statute, rule, regulation, or legal principle of similar effect.
24. **Necessity for Written Approvals:** All approvals and decisions of the Regional Water Board or its delegate under the terms of this Stipulated Order shall be communicated to the Discharger in writing. No oral advice, guidance, suggestions, or comments from Regional Water Board employees or officials

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

regarding submissions or notices shall be construed to relieve the Discharger of its obligation to obtain any final written approval this Stipulated Order requires.

25. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of, and to bind, the entity on whose behalf he or she executes the Stipulated Order.
26. **No Third-Party Beneficiaries:** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties. No third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.
27. **Severability:** This Stipulated Order is severable; if any provision is found to be invalid, the remainder shall remain in full force and effect.
28. **Counterpart Signatures and Facsimile and Electronic Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. Further, this Stipulated Order may be executed by facsimile or electronic signature, and any such facsimile or electronic signature by any Party hereto shall be deemed to be an original signature and shall be binding on such Party to the same extent as if such facsimile or electronic signature were an original signature.
29. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the Regional Water Board or its delegate enters the Order incorporating the terms of this Stipulated Order.

IT IS SO STIPULATED.

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION, PROSECUTION TEAM**

Date: _____

By: _____
Bill Johnson
Chief, NPDES Wastewater and
Enforcement Division

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

IT IS SO STIPULATED.

CITY OF ST. HELENA

Date: _____

By: _____
Joe Leach, PE
Assistant City Manager/Director of Public
Works
City of St. Helena

Settlement Agreement and Stipulated Administrative Civil Liability
City of St. Helena

ORDER OF THE REGIONAL WATER BOARD

1. This Stipulated Order incorporates the foregoing Sections I through III by this reference as if set forth fully herein.
2. In accepting this Stipulated Order, the Regional Water Board or its delegate has considered information the Prosecution Team obtained in investigating the allegations set forth in the Stipulated Order or otherwise provided to the Regional Water Board.
3. This is an action to enforce the laws and regulations administered by the Regional Water Board. Issuance of this Stipulated Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code § 21000 et seq.) in accordance with California Code of Regulations, title 14, section 15321, subdivision (a)(2). Additionally, this Stipulated Order generally accepts the plans proposed for the SEP prior to implementation. Mere submittal of plans is exempt from CEQA because submittal will not cause a direct or indirect physical change in the environment.
4. The Executive Officer of the Regional Water Board is authorized to refer this matter directly to the Attorney General for enforcement if the Discharger fails to perform any of its obligations under this Stipulated Order.

IT IS HEREBY ORDERED pursuant to Water Code section 13323 and Government Code section 11415.60, on behalf of the California Regional Water Quality Control Board, San Francisco Bay Region.

Eileen White
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

Date

ATTACHMENT A

Mandatory Minimum Penalties

Discharger: **City of St. Helena**

The following table lists the alleged violations for which the Discharger is subject to civil liabilities pursuant to Water Code section 13385. The table lists the mandatory minimum penalty (MMP) that applies.

Table 1. List of Alleged Violations

CIWQS Violation ID No.	Violation Date	Parameter (units)	Group	Effluent Limitation	Reported Value	Percent Exceedance^[1]	Violation Type	MMP^[2]
1114696	01/05/2023	Copper, Total, Daily Maximum (ug/L)	2	14	17	21%	C1, S	\$3,000
1114694	01/06/2023	Copper, Total, Daily Maximum (ug/L)	2	14	15	7%	C2	\$0
1114701	01/07/2023	Copper, Total, Daily Maximum (ug/L)	2	14	25	79%	C3, S	\$3,000
1114703	01/07/2023	Biochemical Oxygen Demand (5-day @ 20 Degree Celsius) (BOD ₅), Weekly Average (mg/L)	1	25	47	88%	>C3	\$3,000
1114700	01/08/2023	Copper, Total, Daily Maximum (ug/L)	2	14	16	14%	>C3	\$3,000
1114702	01/21/2023	Total Suspended Solids (TSS), Weekly Average (mg/L)	1	20	25	25%	>C3	\$3,000
1114699	01/31/2023	TSS, Percent Removal, Monthly Average (%)	1	85	70	-17%	>C3	\$3,000
1114693	01/31/2023	Copper, Total, Monthly Average	2	8.3	11	33%	>C3, S	\$3,000
1114697	01/31/2023	Biochemical Oxygen Demand (5-day @ 20 Degree Celsius) (BOD ₅), Monthly Average (mg/L)	1	15	35	133%	>C3, S	\$3,000
1114698	01/31/2023	TSS, Monthly Average (mg/L)	1	15	25	67%	>C3, S	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
City of St. Helena

1120712	03/01/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120716	03/01/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.8	N/A	>C3	\$3,000
1120746	03/01/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	240	N/A	>C3	\$3,000
1120719	03/02/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.9	N/A	>C3	\$3,000
1120723	03/02/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120738	03/02/2023	TSS, Weekly Average (mg/L)	1	25	40	60%	>C3, S	\$3,000
1120747	03/02/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	240	N/A	>C3	\$3,000
1120710	03/03/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120717	03/03/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	9	N/A	>C3	\$3,000
1120724	03/03/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120711	03/04/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120718	03/04/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	9.1	N/A	>C3	\$3,000
1120701	03/05/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.7	N/A	>C3	\$3,000
1120720	03/06/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.7	N/A	>C3	\$3,000
1120748	03/06/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120713	03/07/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120721	03/07/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.6	N/A	>C3	\$3,000
1120737	03/07/2023	TSS, Weekly Average (mg/L)	1	25	56	124%	>C3, S	\$3,000
1120749	03/07/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120714	03/08/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
City of St. Helena

1120751	03/08/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120752	03/08/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.7	N/A	>C3	\$3,000
1120715	03/09/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120722	03/09/2023	pH, Instantaneous Maximum (SU)	[3]	8.5	8.6	N/A	>C3	\$3,000
1120753	03/09/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120729	03/10/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120750	03/10/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120745	03/11/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120754	03/11/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120755	03/12/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000
1120757	03/12/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120728	03/13/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000
1120756	03/13/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120725	03/14/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000
1120739	03/14/2023	TSS, Weekly Average (mg/L)	1	25	37	48%	>C3, S	\$3,000
1120758	03/14/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120730	03/15/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
City of St. Helena

1120759	03/15/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120731	03/16/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	1600	N/A	>C3	\$3,000
1120760	03/16/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120733	03/18/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120735	03/18/2023	BOD ₅ , Weekly Average (mg/L)	1	25	30	20%	>C3	\$3,000
1120693	03/19/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120744	03/19/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120694	03/20/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120702	03/21/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120740	03/21/2023	TSS, Weekly Average (mg/L)	1	25	46	84%	>C3, S	\$3,000
1120761	03/21/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120703	03/22/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120704	03/23/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	350	N/A	>C3	\$3,000
1120726	03/23/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1120706	03/25/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	130	N/A	>C3	\$3,000
1120736	03/25/2023	BOD ₅ , Weekly Average (mg/L)	1	25	46	84%	>C3, S	\$3,000
1120707	03/26/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	130	N/A	>C3	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
City of St. Helena

1120708	03/27/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	240	N/A	>C3	\$3,000
1120727	03/27/2023	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1120709	03/28/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120695	03/29/2023	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	220	N/A	>C3	\$3,000
1120734	03/31/2023	BOD ₅ , Monthly Average (mg/L)	1	15	31.5	110%	>C3, S	\$3,000
1120741	03/31/2023	TSS, Monthly Average (mg/L)	1	15	44.75	198%	>C3, S	\$3,000
1120742	03/31/2023	TSS, Percent Removal, Monthly Average (%)	1	85	81.1	-5%	>C3	\$3,000
1124672	01/13/2024	TSS, Weekly Average (mg/L)	1	20	36	80%	C1, S	\$3,000
1124673	01/20/2024	TSS, Weekly Average (mg/L)	1	20	31	55%	C2, S	\$3,000
1124658	01/27/2024	TSS, Weekly Average (mg/L)	1	20	30	50%	C3, S	\$3,000
1124671	01/31/2024	Ammonia, Monthly Average (mg/L)	1	7.8	14	79%	>C3, S	\$3,000
1124659	01/31/2024	BOD ₅ , Monthly Average (mg/L)	1	15	22	47%	>C3, S	\$3,000
1124665	01/31/2024	TSS, Percent Removal, Monthly Average (%)	1	85	83.7	-2%	>C3	\$3,000
1124666	01/31/2024	TSS, Monthly Average (mg/L)	1	15	28.3	89%	>C3, S	\$3,000
1124667	01/31/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	350	N/A	>C3	\$3,000
1124668	01/31/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	110	N/A	>C3	\$3,000
1124670	01/31/2024	Copper, Total	2	8.3	14	69%	>C3, S	\$3,000
1125338	02/01/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1125346	02/01/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	110	N/A	>C3	\$3,000
1125337	02/03/2024	BOD ₅ , Weekly Average (mg/L)	1	25	29	16%	>C3	\$3,000
1125344	02/18/2024	Ammonia, Daily Maximum (mg/L)	1	16	19	19%	>C3	\$3,000
1125343	02/21/2024	Ammonia, Daily Maximum (mg/L)	1	16	17	6%	>C3	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
City of St. Helena

1125341	02/22/2024	Ammonia, Daily Maximum (mg/L)	1	16	18	13%	>C3	\$3,000
1125345	02/29/2024	Ammonia, Monthly Average (mg/L)	1	7.8	15.7	101%	>C3, S	\$3,000
1126561	03/16/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1126564	03/20/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	49	N/A	>C3	\$3,000
1126565	03/22/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	41	N/A	>C3	\$3,000
1126563	03/23/2024	TSS, Weekly Average (mg/L)	1	20	27	35%	>C3	\$3,000
1126562	03/30/2024	TSS, Weekly Average (mg/L)	1	20	30	50%	>C3, S	\$3,000
1126566	03/31/2024	TSS, Monthly Average (mg/L)	1	15	23.75	58%	>C3, S	\$3,000
1126567	03/31/2024	Ammonia, Average Monthly (mg/L)	1	7.8	8.4	8%	>C3, S	\$3,000
1128182	04/01/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	33	N/A	>C3	\$3,000
1128180	04/06/2024	TSS, Weekly Average (mg/L)	1	20	47	135%	>C3, S	\$3,000
1128189	04/10/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1128192	04/10/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	49	N/A	>C3	\$3,000
1128181	04/12/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1128178	04/13/2024	TSS, Weekly Average (mg/L)	1	20	46	130%	>C3, S	\$3,000
1128185	04/14/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	130	N/A	>C3	\$3,000
1128186	04/15/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	33	N/A	>C3	\$3,000
1128187	04/16/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1128194	04/20/2024	TSS, Weekly Average (mg/L)	1	20	32	60%	>C3, S	\$3,000
1128179	04/30/2024	TSS, Monthly Average (mg/L)	1	15	41.7	178%	>C3, S	\$3,000
1138298	11/30/2024	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	49	N/A	C1	\$0

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
City of St. Helena

1138299	11/30/2024	TSS, Monthly Average (mg/L)	1	15	24	60%	C2, S	\$3,000
1138300	11/30/2024	TSS, Weekly Average (mg/L)	1	20	24	20%	C3	\$0
1138301	11/30/2024	Copper, Total, Monthly Average	2	8.3	9	8%	>C3	\$3,000
1139433	12/17/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	540	N/A	>C3	\$3,000
1139432	12/19/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1139434	12/22/2024	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	920	N/A	>C3	\$3,000
1141772	02/08/2025	BOD ₅ , Weekly Average (mg/L)	1	25	34	36%	>C3	\$3,000
1141774	02/08/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1141769	02/08/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1141771	02/08/2025	TSS, Weekly Average (mg/L)	1	20	38	90%	>C3, S	\$3,000
1141775	02/09/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1141776	02/09/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1141777	02/10/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	240	N/A	>C3	\$3,000
1141778	02/11/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1141779	02/12/2025	Total Coliform, 5-Sample Median (MPN/100 mL)	[3]	23	79	N/A	>C3	\$3,000
1141768	02/17/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1141770	02/27/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1141773	02/28/2025	TSS, Monthly Average (mg/L)	1	15	16.5	10%	>C3	\$3,000
1142635	03/29/2025	TSS, Weekly Average (mg/L)	1	15	19	27%	>C3	\$3,000
1142636	03/31/2025	Copper, Total, Monthly Average	2	8.3	9.7	17%	>C3	\$3,000

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment A
City of St. Helena

1143732	04/05/2025	Total Coliform, Daily Maximum (MPN/100 mL)	[3]	240	1600	N/A	>C3	\$3,000
1143731	04/08/2025	pH, Instantaneous Maximum (SU)	[3]	8.5	9.1	N/A	>C3	\$3,000

Total Mandatory Minimum Penalty: \$378,000

Legend:

CIWQS = California Integrated Water Quality System database that the Water Boards use to track violations and enforcement.

Violation ID = Identification number assigned to each permit violation within CIWQS.

C = Count. Number of violations within past 180 days, including this violation. A penalty applies under Water Code section 13385(i) when the count is greater than three (>C3).

S = Serious. A penalty applies under Water Code section 13385(h) whenever an effluent limitation is exceeded by 40 percent or more for a Group 1 pollutant or 20 percent or more for a Group 2 pollutant.

Footnotes:

^[1] Percent that the reported value exceeds the effluent limitation for a Group 1 or Group 2 pollutant.

^[2] The MMP required under Water Code section 13385(h) and/or (i).

^[3] Total coliform and pH are not categorized as a Group 1 or Group 2 pollutant.

CIWQS Place ID: 258386
WDID: 2 283014001

ATTACHMENT B

SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP) PROPOSAL

1. Project Name

City of St. Helena Sewer Pipeline Rehabilitation Project (Project)

2. Project Amount

\$196,625

3. Project Lead

City of St. Helena

4. Contacts

- Joe Leach, PE, Assistant City Manager/Director of Public Works, jleach@cityofsthenana.gov, (707) 967-2629 (office)
- Mario Traverso, Project Manager, mtraverso@cityofsthenana.gov, (707) 204-9084 (cell)

5. Project Description

The Project will replace 605 linear feet of sanitary sewer pipeline, made from vitrified clay pipe, within 300 feet of Sulphur Creek. The sections of the pipe identified for replacement are among the oldest portions of vitrified clay pipe in the project area (constructed between 1940 and 1975), are comprised of short segments (4-6 feet) with many joints, and were constructed without gaskets. Though considered in good condition, these sections of pipe are at risk of allowing groundwater inflow and infiltration, which can overwhelm the Facility. These sections are also at risk of leaking or discharging sewage. The new pipelines will be constructed with more flexible materials less prone to cracking, including polyvinyl chloride (PVC) and high-density polyethylene (HDPE). This Project will reduce the risk of inflow and infiltration into the Discharger's sanitary sewer system, which can adversely impact effluent water quality, and reduce sewage leaching into groundwater or discharging into the nearby Sulphur Creek, a water of the United States.

6. Compliance with SEP Criteria

A SEP must possess tangible water-related environmental or public health benefits and directly benefit groundwater, surface water, or drinking water quality or quantity, and the beneficial uses of waters of the State. Such a project can include sanitary sewer system capital improvements.

A SEP must also have a nexus to the alleged violations; there must be a relationship between the nature or the location of the violation and the nature or the location of the proposed SEP. A relationship between the nature of the violation and a proposed SEP exist if the project is designed to reduce: the likelihood that similar violations will occur in the future; the adverse impact(s)

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
City of St. Helena

to public health and/or the environment to which the violation at issue contributes; or the overall risk to public health and/or the environment potentially affected by the violation at issue. A nexus between the location of the violation and the proposed SEP exists if the primary benefits of the project are located at the same site where the alleged violations occurred, at a different site in the same ecosystem, or within the immediate geographic area (e.g., in the same community, the same watershed, or within a 50-mile radius).

A proposed SEP also cannot have existing financial commitments nor depend on actions or contributions from parties other than the Discharger for its completion prior to the time of settlement.

This Project meets these criteria. In terms of environmental benefits, the Project is a sanitary sewer system capital improvement project that will reduce the risk of the Discharger discharging effluent unprotective of water quality objectives to Napa River and sewage to Sulphur Creek, consistent with section V.G (Other Projects) of the SEP Policy. Preventing these discharges will protect the beneficial uses of Napa River and Sulphur Creek, including the preservation of rare and endangered species. Napa River and Sulphur Creek are habitats for federal- and State-listed threatened and endangered species, including anadromous rainbow trout, coho salmon, chinook salmon, California red legged frogs, foothill yellow legged frogs, steelhead, and the western pond turtle.

In terms of nexus, the alleged violations summarized in Attachment A impacted Napa River and were, in part, caused by inflow and infiltration to the Discharger's sanitary sewer system. While the portions of sanitary sewer system that will be replaced are not responsible for inflow and infiltration, those portions are at risk of future inflow and infiltration that could cause similar violations and subsequent impacts to Napa River in the future. Additionally, the Project will reduce the risk of raw sewage discharging to, and impacting, Sulphur Creek, which is within five miles of Napa River. Both Sulphur Creek and Napa River are part of the Napa River watershed.

7. Above and Beyond Discharger's Obligations

The Discharger has no requirement to complete this Project. The portions of pipeline that will be replaced are in good condition and are not contributing to impacts at the treatment plant or at Sulphur Creek, nor are they responsible for compliance issues with the Discharger's Permit. The Discharger has no obligation to provide financial or other support for this Project.

8. No Benefit to the Water Board Functions, Members, or Staff

This SEP provides no direct fiscal benefit to the Regional Water Board's functions, its members, its staff, or any family of its members or staff.

9. Project Milestones and Performance Measure

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
City of St. Helena

The Project is scheduled to meet the following milestones:

- Begin Design – March 2, 2026
- Complete Design – May 1, 2026
- Obtain Pre-Construction Permits – June 1, 2026
- Authorize Request for Bids – July 1, 2026
- Offer Construction Award – September 1, 2026
- Project Completion – May 3, 2027

Project performance will be measured by the total linear footage of pipeline and corresponding laterals replaced or rehabilitated.

10. Project Budget

Table 1 includes the projected cost for completing the Project.

Table 1. City of St. Helena Sewer Pipeline Rehabilitation Project

Task	Total Estimated Cost
Design	\$ 7,500
Construction	\$165,625
Contingency	\$16,000
Inspection/Maintenance	\$7,500
Total	\$ 196,625

These costs include City of St Helena staff time to oversee the Project development, procurement, and delivery. The Discharger understands that only \$196,500 (SEP Amount) can be suspended for completion of the Project per the statutory limit in Water Code section 13385, subdivision (I) and it must fund at least the \$125 difference between the SEP Amount and the total cost to complete the Project. The Discharger will fund the implementation of the Project through local Measure H Funds (i.e., General Obligation Bond). The Discharger has not already committed to undertake the Project based on existing commitments of federal or state loans, contracts, grants, or other forms of financial assistance or non-financial assistance.

11. Reports to the Water Board

The Discharger shall provide quarterly updates on this Project, as described in Table 2, with the Self-Monitoring Reports (SMRs) required by Order R2-2021-0024, Attachment E section 8.2.2.1. Upon Project completion, and no later than February 1, 2027, the Discharger shall submit a standalone completion report. See Table 2 regarding due dates and specific deliverables.

Table 2. Report Deadlines

Due Date	Report Description
June 1, 2026	Quarterly Report 1 – Describe Project activities from the start of the Project through April 2026. Include documentation of the Project design. Provide an

Settlement Agreement and Stipulated Administrative Civil Liability, Attachment B
City of St. Helena

	explanation for any incomplete task and a list of tasks to be completed and projected completion dates.
September 1, 2026	Quarterly Report 2 – Describe Project activities during May through July 2026. Provide documentation that it has applied for all appropriate permits from local, State, and federal regulatory agencies, such as copies of permit applications to the corresponding agencies. Provide Project advertisement and documentation of bidding initiation. Provide an explanation for any incomplete task and a list of tasks to be completed and projected completion dates.
December 1, 2026	Quarterly Report 3 – Describe Project activities during August through September 2026. Provide award of construction contract and documentation of CEQA compliance. Provide a construction schedule. Provide an explanation for any incomplete task and a list of tasks to be completed and projected completion dates.
March 1, 2026	Quarterly Report 4 – Describe Project activities during November through January 2027. Include confirmation that construction began (e.g., a notice to proceed construction) and photographs of construction progress. Provide an updated construction schedule or confirm the construction timeline still aligns with the schedule submitted in Quarterly Report 3. Provide an explanation for any incomplete task and a list of tasks to be completed and projected completion dates.
June 1, 2027	Final Completion Report – Describe Project activities during February 2027 through May 2026, including assessment of Complete Construction milestone. The report shall also include a summary of all completed tasks, final Project implementation costs, an evaluation of the Project's success criteria (i.e., linear feet of pipeline replaced/rehabilitated), photographs documenting the completed Project, and a certified statement of SEP completion as required in Section III, paragraph 3.b of the Stipulated Order approving this Project as a SEP.

2nd Tier High Priority Pipeline Replacement

Project No: S26-05
Category Wastewater
Project Citywide
Location:
Responsible Public Works
Department:

EXPENDITURE ACCOUNTS: 773-5059-

STATUS: Design

PRIORITY: Medium

PROJECT PURPOSE & DESCRIPTION:

The Project will replace/rehabilitate sanitary sewer pipeline, made from vitrified clay pipe, within 300 feet of Sulphur Creek. The scope of the improvements are NOT included in CIP No. S24-02 High Priority Pipeline replacement since the pipes have been rated with defects between 1-3.

PROJECT NOTES:

•FY26 - project authorized by Council on 11/18/25 in conjunction with settlement agreement with Water Board for violations at WWTP; initial project consists of sewer pipeline rehab on Crane Ave (from Spring St, 350' south) and Spring Street (from Crane Ave, 255' north)

EXPENDITURES								PROJECT TOTAL
	Exp/Enc as of 2/28/2025	Continued Approp.	2025-26	2026-27	2027-28	2028-29	2029-30	
3110 - Design			7,500					7,500
3150 - Construction Management				7,500				7,500
3160 - Construction Contract				165,625				165,625
3170 - Contingency				16,000				16,000
EXPENDITURE TOTALS			7,500	189,125				196,625
FUNDING SOURCES								
421-Go Bonds			7,500	189,125				196,625
FUNDING TOTALS			7,500	189,125				196,625



Agenda Report to the City Council

Agenda Section: NEW BUSINESS:

Department: Public Works

DATE:	November 18, 2025
FROM:	Eric Janzen, Assistant Public Works Director
SUBJECT:	Adopt a Resolution authorizing existing water customers in the Magnolia Oaks Subdivision to connect to their potable water service for irrigation purposes.
RECOMMENDED ACTION:	Adopt the resolution.
PREVIOUS COUNCIL ACTION:	The City Council adopted Resolution 2007-128 and Resolution 2007-129 on November 13, 2007 establishing the Magnolia Oaks Subdivision.
STATEMENT OF THE PURPOSE:	Seek Council authorization via adoption of a Resolution to authorize existing water customers in the Magnolia Oaks Subdivision to obtain the appropriate permits to connect their existing onsite irrigation systems to the private side of their potable water service.
FINANCIAL IMPACT:	None.

BACKGROUND:

The City Council adopted Resolution 2007-128 and Resolution 2007-129 on November 13, 2007 establishing the Magnolia Oaks Subdivision. Included in Resolution 2007-128 (Mitigated Negative Declaration) was a provision requiring water conservation (refer to Mitigation Measure #43). The developer elected to meet this requirement by constructing a non-potable irrigation water distribution system connected to a new groundwater well located between Lot 29 (232 Rosebud Lane) and Lot 30 (204 Rosebud Lane). A private Well/Tank Easement and Maintenance Declaration was recorded on 7/15/2013. The non-potable distribution system supplies irrigation water for domestic landscaping to all parcels within the subdivision.

The City's current Water Neutrality Policy was not in effect at the time the subdivision was approved, so a water neutrality calculation was not prepared as part of this project.

DISCUSSION:

In 2025, representatives of the Magnolia Oaks Maintenance District reported to the City that the well had failed in the previous year. The residents lack the funding to restore the well in accordance with current requirements, and they request the City Council grant authorization to use potable water for landscaping.

Granting this request will increase the amount of potable water used by the residents of this development.

The non-potable system is metered at each residence. The last full year of recordkeeping for water usage was 2023. City staff requested meter data for the purpose of determining how much water was used for irrigation on an annual basis. This data was provided in a spreadsheet; however, this record had many inconsistencies and the City was not able to reconcile the water usage.

"The subdivision has a mixture of water meter types on the non-potable system. Some read in cubic feet (CF) and some in gallons (GAL). The subdivision's accounting practice applies a "multiplier" of 0.01 to all CF meters. This is not a conventional conversion factor, and it is unclear why it is applied. The GAL meters have no multiplier applied nor do these reads get converted to CF. However, selected GAL meters have a multiplier of 0.001 manually applied to the read. This multiplier is not expressly identified in the "multiplier" column [of the spreadsheet]. The accounts to which this multiplier is applied varies each billing period. It is unclear why some accounts receive the 0.001 multiplier and others do not." <excerpt from Public Works email correspondence dated 9/12/2025>

Staff then evaluated well driller's records, anecdotal reporting from residents, and construction records pertaining to the non-potable distribution system. Staff determined that the past use of the non-potable system makes it unsuitable for distributing potable water. Staff also determined that the non-potable system cannot be cleaned/refurbished for potable use. Staff did not attempt to evaluate the condition of the well.

Staff's assessment is that the non-potable distribution system is not viable.

City Attorney's assessment is that there is no legal prohibition to residents switching to potable water and that this change does not trigger a water neutrality evaluation.

Staff recommends that the well be demolished under permit from Napa County, non-potable system be capped and all non-potable meters removed. Residents may then be permitted to connect their private non-potable lateral(s) to their existing potable water service to their non-potable lateral via a reduced pressure principal (RPP) backflow prevention device. Connection will be voluntary and require a building permit if the parcel owner elects to connect.

IMPACT ON THE CITY:

Magnolia Oaks Subdivision is 5.86 acres (255,261 sq.ft.), zoned High Density Residential with Planned Development Overlay consisting of 45 units on 31 lots. Average lot coverage is estimated as 36%. This limits the square-footage available for landscaping to 64% of the total development or 163,367 sq.ft. Existing landscaping is drought tolerant and well established. City Staff used the CA.gov Residential Landscape Water Calculator to estimate water usage. The Calculator estimated landscape water usage for the entire development as 2,268 HCF annually. (1 HCF = 748 Gallons)

The additional water demand for individual households (SFR and MFR) is expected to range between 50 HCF to 73 HCF annually or about 5.6 HCF to 8.1 HCF per month, March through November. Irrigation use during the months of December through February is expected to be 0 HCF.

RECOMMENDED CONDITIONS OF APPROVAL:

If the attached resolution is approved by Council, residents of Magnolia Oaks would need to obtain permits to modify their existing potable water services in a manner that protects the City's potable water system. Public Works has compiled a list of conditions of approval (COAs) to be applied to these permits.

1. RPP backflow preventers required and shall be installed by the property owner in accordance with City Standard.
 2. Existing groundwater well will be permanently abandoned under permit from the County.
 3. Existing non-potable distribution system will not be used to distribute potable water and shall be capped and abandoned in place.
 4. Residents may connect their private (on parcel) irrigation system to their potable service at a point downstream of the meter.
- Irrigation meter will be removed and the non-potable piping capped.

ENVIRONMENTAL REVIEW:

Council adopted Resolution 2007-128 accepting the CEQA Mitigated Negative Declaration for the subdivision.

GOAL:

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

DOCUMENTS ATTACHMENTS:

[Resolution.Magnolia Oaks Irrigation Water V2](#)

CITY OF ST. HELENA

RESOLUTION NO. 2025-__

**RESOLUTION AUTHORIZING EXISTING WATER CUSTOMERS IN
THE MAGNOLIA OAKS SUBDIVISION TO OBTAIN THE
APPROPRIATE PERMITS TO CONNECT THEIR EXISTING ON SITE
IRRIGATION SYSTEMS TO THE PRIVATE SIDE OF THEIR
POTABLE WATER SERVICE**

RECITALS

- A. The City Council adopted Resolution 2007-128 and Resolution 2007-129 on November 13, 2007 establishing the Magnolia Oaks Subdivision; and
- B. In 2025, representatives of the Magnolia Oaks Maintenance District reported to the City that the well had failed in the previous year; and
- C. The residents lack the funding to restore the well in accordance with current requirements, and they request the City Council grant authorization to use potable water for landscaping; and
- D. Staff determined that the past use of the non-potable system makes it unsuitable for distributing potable water. Staff also determined that the non-potable system cannot be cleaned/refurbished for potable use; and
- E. Staff find that existing potable water services are the only viable alternative to the non-potable distribution system; and
- F. Residents of Magnolia Oaks would need to obtain permits to modify their existing potable water services in a manner that protects the City's potable water system.

RESOLUTION

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

1. Authorize existing water customers in the Magnolia Oaks Subdivision to obtain permits to connect to their potable water service for irrigation purposes on a voluntary basis.
2. Require the Magnolia Oaks Subdivision to permanently abandon the groundwater well under permit from the County.
3. Require the Magnolia Oaks Subdivision to remove all non-potable water meters and permanently cap non-potable water distribution piping.
4. Residents who choose to connect their private non-potable service to potable water shall install Reduced Pressure Principle (RPP) backflow prevention device(s) at their sole expense and in accordance with City Standards.

5. Residents who choose to connect their private non-potable service to potable water shall do so on the privately owned side of their potable water meter.

Approved at a Regular Meeting of the St. Helena City Council on November 18, 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

Magnolia Oaks Subdivision

Request for Irrigation Water Connection

CITY WATER DEPARTMENT AT 707-468-2655 PRIOR TO ST. HELENA. CONTRACTOR IS RESPONSIBLE FOR BLACKING OUT USA M CONSTRUCTION.

5. CONTRACTOR SHALL PROVIDE EMERGENCY TELEPHONE NUMBERS TO PUBLIC WORKS DEPARTMENTS AND KEEP THEM INFORMED OF CONSTRUCTION AND DETOURS. DETOURS SHALL NOT BE BY THE PUBLIC WORKS DIRECTOR.

9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF FIELD LOCATIONS OF UTILITIES AND UNDERGROUND FACILITIES FOR GENERAL INFORMATION ONLY.

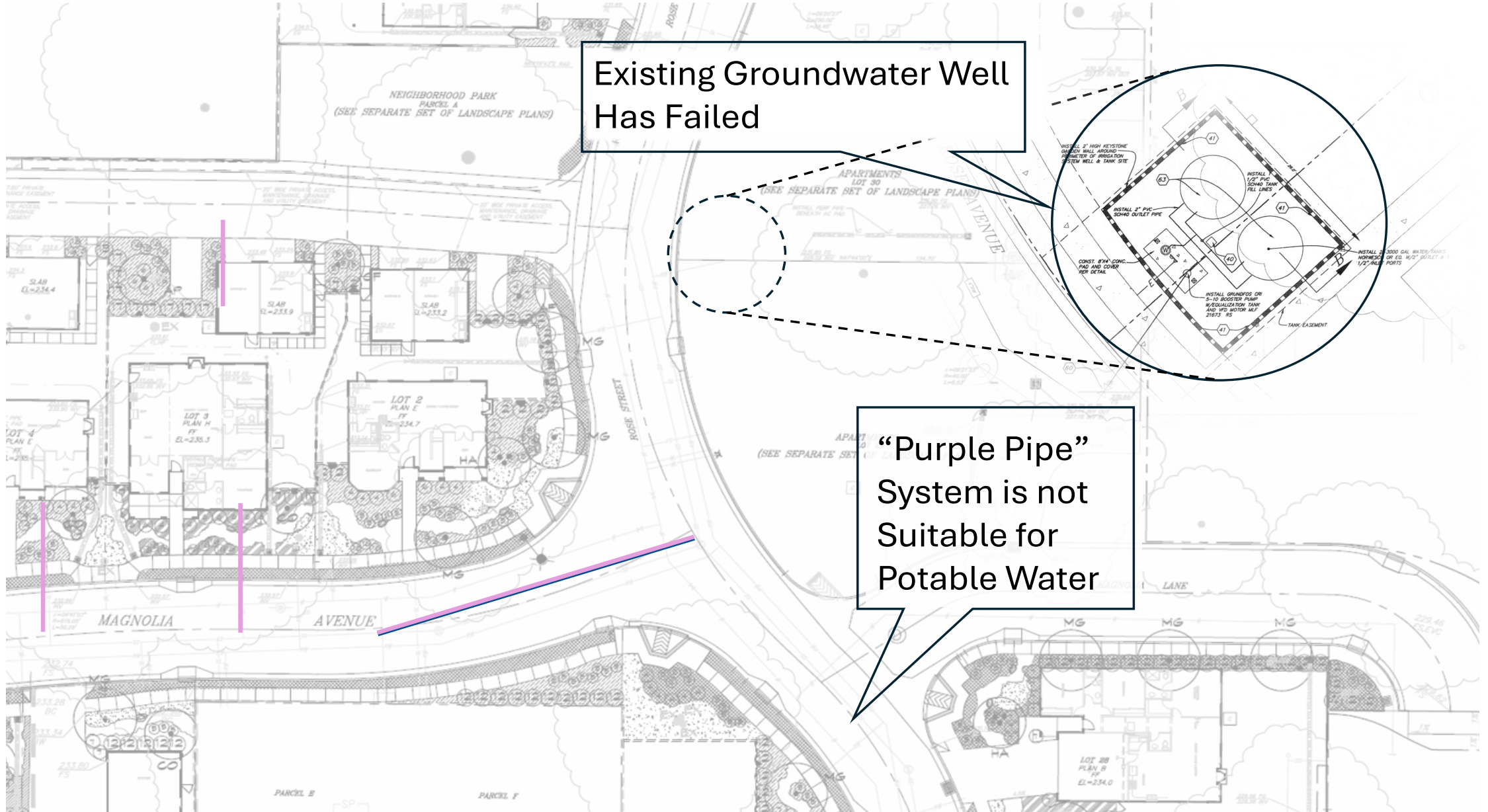
10. CONTRACTOR SHALL PROVIDE FOR AND MAINTAIN SAFETY OF THE GENERAL PUBLIC AND TO THE SATISFACTION OF THE CITY.

11. ALL MATERIALS SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS NOTED.

12. REMOVAL OF ANY TREE WITHIN THE PUBLIC RIGHT OF WAY OF ST. HELENA.

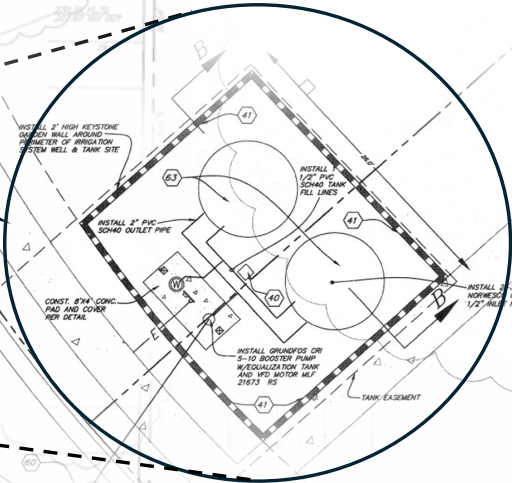
13. ALL TREES WITHIN THE PUBLIC RIGHT OF WAY MUST BE PROTECTED. DAMAGE TO A PLAN FOR SAID PROTECTION SHALL BE APPROVED BY THE CITY.

14. WORKING HOURS ARE FROM 8AM TO 5PM, MONDAY TO FRIDAY. EQUIPMENT IS ALLOWED PRIOR TO 8AM. WRITTEN PERMISSION OF ST. HELENA POLICE CHIEF FOR WEEKEND AND HOLIDAY.

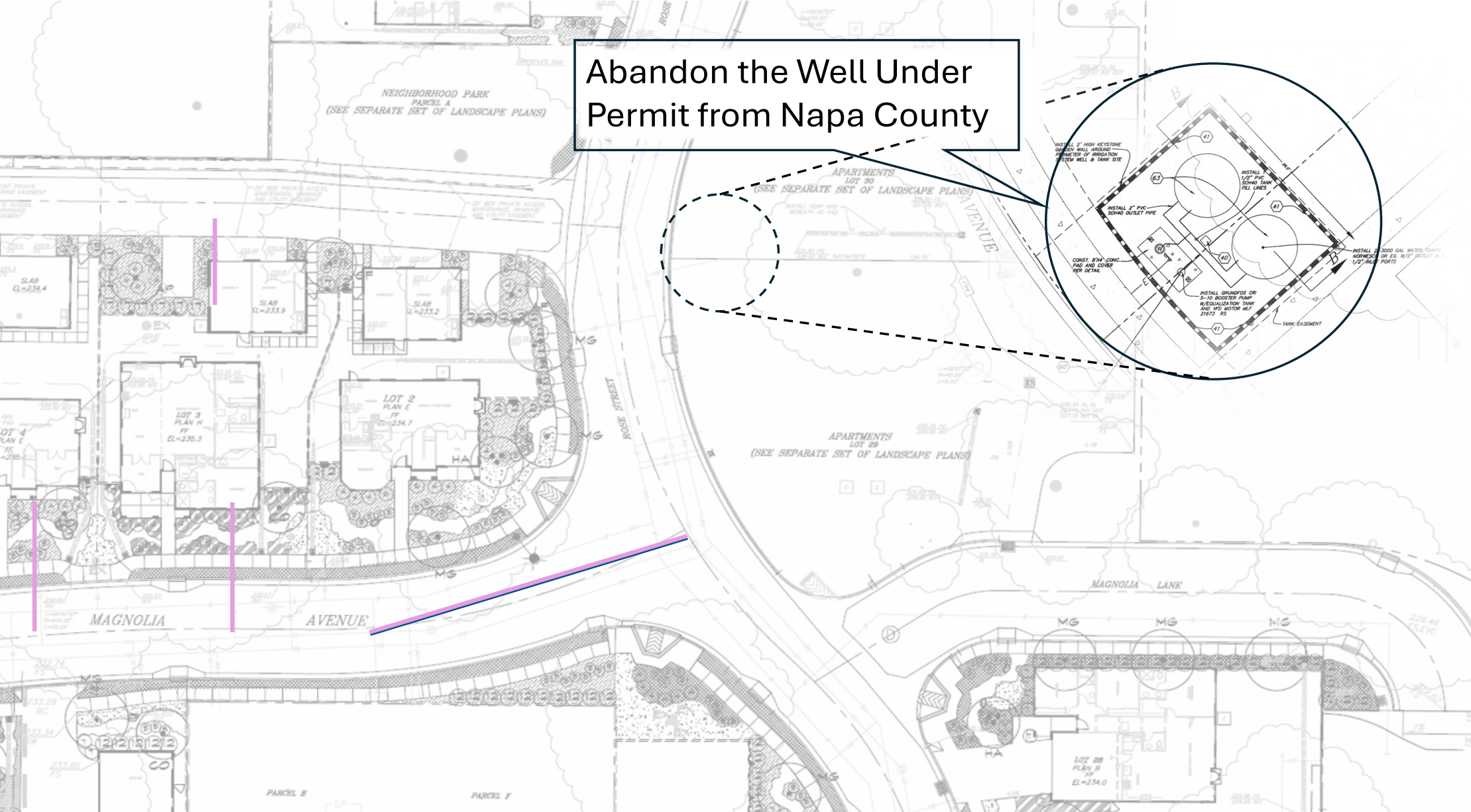


Existing Groundwater Well
Has Failed

“Purple Pipe”
System is not
Suitable for
Potable Water

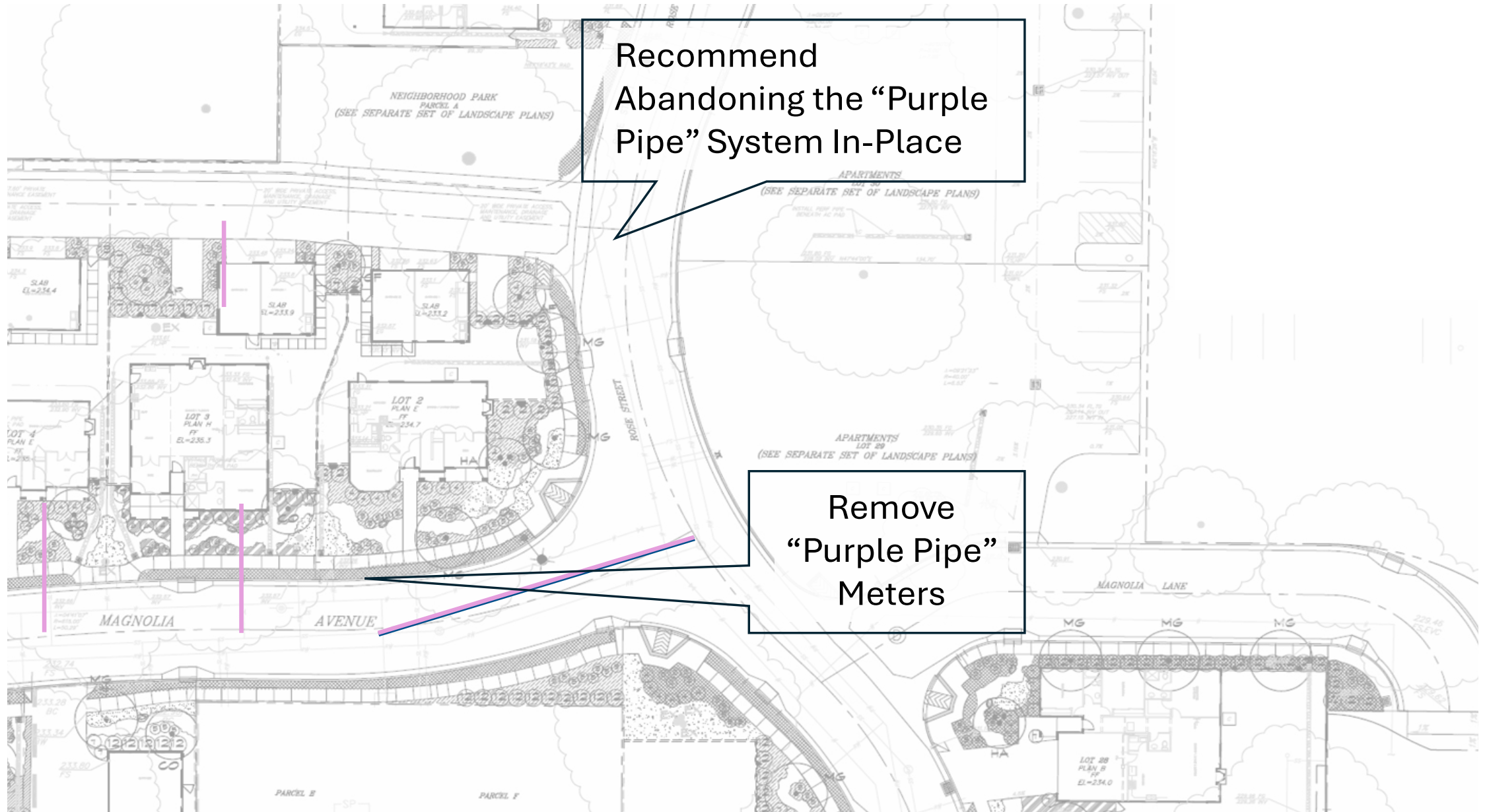


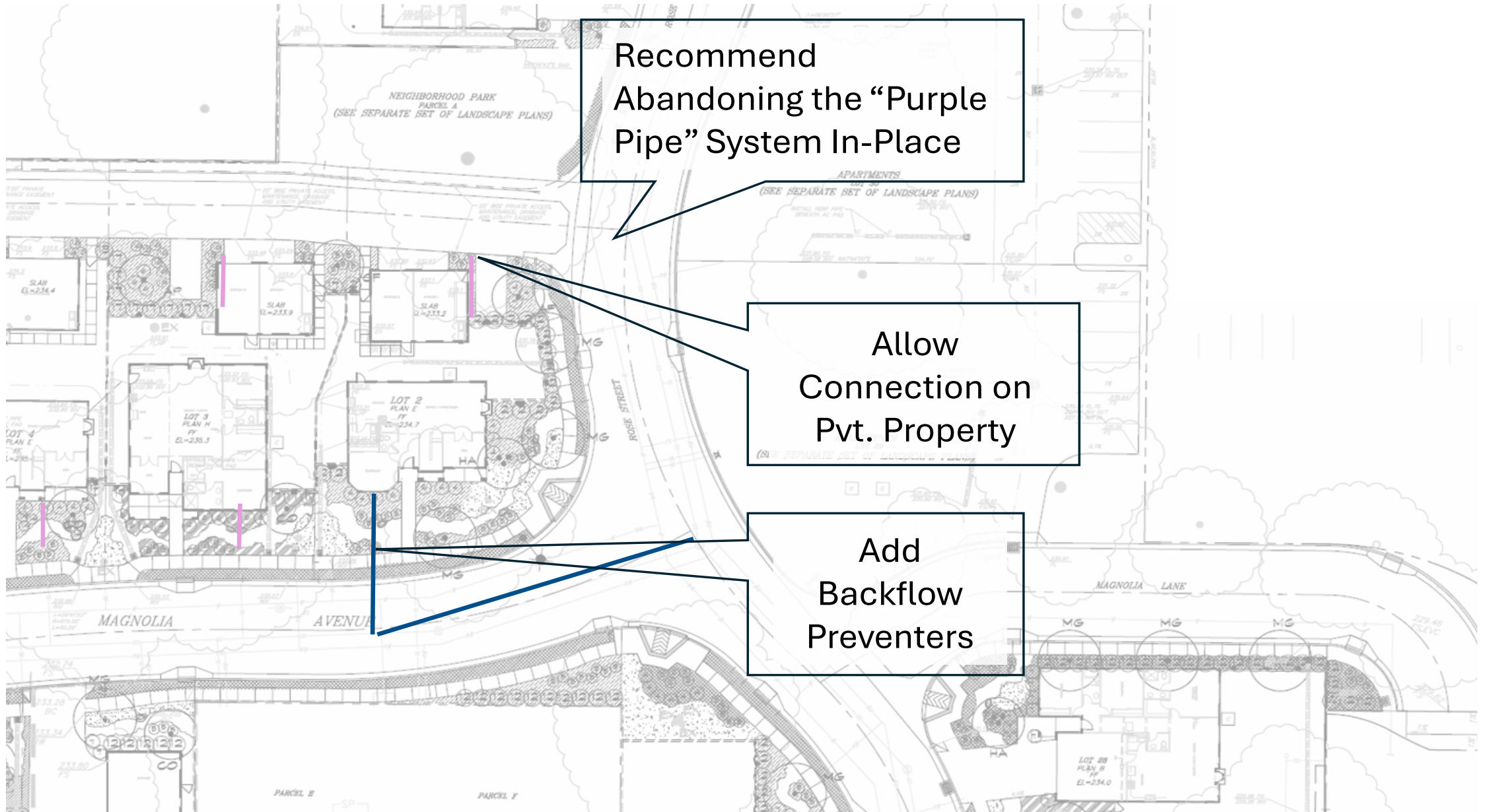
Abandon the Well Under Permit from Napa County



Recommend
Abandoning the “Purple
Pipe” System In-Place

Remove
“Purple Pipe”
Meters







Agenda item 12.2, Magnolia Oaks, request for exemption

From Celeste Neeley <neeleyc@gmail.com>
Date Mon 11/17/2025 2:27 PM
To City Clerk <cityclerk@cityofstheleena.gov>

November 18, 2025,

Agenda item 12.2, Request for Exemption-Authorization to connect irrigation to municipal water service

Dear Council Members,

Since September 4, 2024, our subdivision has been without functioning irrigation water. The privately owned well, tank and well apparatus failed on that date and has not been operational since. Despite formal demand letters to the private well owner, the well was essentially abandoned. The Magnolia Oaks Maintenance Association, in their authority to represent the desires of its members, subsequently terminated the easement contract with the well owner, leaving our community without this essential service.

We are writing to respectfully request that the City Council vote to grant an exemption authorizing property owners within the subdivision to connect their irrigation systems directly to the city's municipal water service. This is a straightforward request for relief.

The recycled water service from the city that was promised as an alternative has not materialized. We need this exemption to move forward.

This request should be simple. Every home in our subdivision already has a Back flow Prevention (BFP) device installed and properly located four feet from the City water meter. These devices are located at the front of each lot. This existing infrastructure satisfies all necessary safety requirements for connecting irrigation to potable water. Any potential connection made is 'downstream' or on the correct side from the BFP device and therefore protects city water.

I have concerns with the Staff Recommendations.

- A new BFP device is not needed-we already have compliant devices at each property. They are to be checked yearly for compliance by a certified tester and the results submitted to public works. As of 2024, public works has assured me that ALL residents of Magnolia Oaks are receiving letters to ensure compliance.

- A building permit application for what appears to be a routine water connection seems excessive

- The staff recommendations confuse the duties of the private well owner with those of the residents. Residents do not own the well, well tank, or well apparatus UP to the private lot line. Residents cannot be responsible for its abandonment or capping nor do we own the associated meter.

These recommendations feel like further hurdles rather than reasonable compliance measures to address the situation. The staff report does not fully comprehend the infrastructure of purple pipes located within each lot line. The incoming purple pipe can be successfully severed at the purple meter box and the purple pipes can continue to serve as water conduit, albeit with a different source.

We respectfully ask the City Council to vote to grant an exemption authorizing property owners to connect their irrigation systems to the City's potable water service without the additional compliance requirements outlined by staff.

However, should the City Council determine that any of the staff recommendations are absolutely necessary despite the existing safety infrastructure already in place, we respectfully request that all associated fees be waived for property owners.

We appreciate your understanding of our situation and your consideration of this request.

Respectfully,

Celeste Neeley
1360 Magnolia Ave, SH

Included, picture shows city water meter, public sidewalk and Back flow prevention device with cover. Purple meter and back flow is an identical setup and located in the left front yard. In observation, the BFP devices are prominently displayed in the front yards detract from the aesthetic of the neighborhood.





Outlook

Agenda Item 12.2, Request for Exemption-Authorization to Connect Irrigation to Municipal Water Service

From Cynthia Tuthill <cyntut@gmail.com>

Date Mon 11/17/2025 4:48 PM

To City Clerk <cityclerk@cityofsthelena.gov>

Dear City Council Members,

I would like to respectfully express my concerns for the requirements that the city is considering requiring for our exemption/authorization to connect to the municipal water supply for irrigation of our front yard.

Our yard has unexpectedly been without irrigation water since September of 2024; not realizing what was happening, all of the plants in our front yard (some of which had only recently been purchased and were not inexpensive) died due to lack of irrigation. The privately owned well, which had been promised to us as a source of irrigation water, apparently failed and we were not informed.

I understand that the City Council is voting to grant an exemption authorizing us, as property owners within the subdivision, to connect our irrigation system directly to the city's municipal water service. I would appreciate this relief, as it appears that the well is no longer an option for us, even though we had been promised recycled water for use in our yard.

We have a Back Flow Prevention device installed properly, four feet from the city water meter. We have had the device tested every year by a certified tester and the results have been submitted to public works as requested by the city, even during the years when the city neglected to send us a request for the testing. We have always passed the tests. This should satisfy the safety requirements for connecting irrigation to potable water.

I do believe it should be clear that we do not need another Back Flow Prevention device, as one is certainly sufficient. I also hope that we do not need to obtain a building permit for such a simple connection.

I appreciate your attention to my input.

Warm regards,

Cynthia Tuthill and James Orr
1389 Magnolia Ave, SH



Agenda item 12.2 - Magnolia Oaks Request for Exemption

From Kelly Muters <kellymuters@yahoo.com>

Date Mon 11/17/2025 5:21 PM

To City Clerk <cityclerk@cityofsthelena.gov>

November 18, 2025

RE: Agenda item 12.2, Adopt a Resolution authorizing existing water customers in the Magnolia Oaks Subdivision to connect to their potable water service for irrigation purposes.

Dear Members of the St. Helena City Council,

First, thank you for your service to this community. I sincerely appreciate all the time, effort, and hard work that go into fulfilling your roles on the council.

I would respectfully like to request that the City Council vote to grant an exemption authorizing property owners within the Magnolia Oaks subdivision to connect their irrigation systems directly to the city's municipal water service. I know that you have received other letters regarding this situation. I'm confident that you don't need me to repeat all the details of the issues involved. No doubt you are well aware of our dilemma.

I would like to appeal to your sense of compassion, justice, and community support. I have been a resident of St. Helena for my entire life. I was born at Queen of the Valley hospital, attended all the public schools in this town, and have worked at businesses here for over 30 years. My husband and I were able to buy a home in the Magnolia Oaks subdivision in 2020 with the help of my parents. As you know, it's virtual impossible for native residents to be able to afford a home here. Over the past year, I have learned through the diligent research of the Magnolia Oaks Maintenance Association board that the developers and original property managers of this subdivision misled and unfairly obligated the homeowners regarding the well, the CCnRs, the nature of our Association, and countless other items. This information has been buried in "legalese" for many years now and largely unknown due to poor documentation and zero transparency on the part of the responsible parties. As you can imagine, being presented with a situation where we have no rights, no recourse, and no water on top of the prospect of paying for well termination, plumbing fees, new backflow valves, new meters, building permits, etc., etc. is disturbing and overwhelming. Most of the homeowners in the Magnolia Oaks subdivision are working families. At least four of us grew up here in St. Helena. It would be truly unfair and burdensome to impose these terms at this point. I feel completely taken advantage of by the developer, well owner, third party billing company (who charged us for over a year while the well was non-functional), and the property management company. We are caught in a situation where we have all lost money and have no other recourse except lawsuits. It is not the way I would ever prefer to resolve problems. I'm humbly asking for your help, as a life-long, hard-working resident who loves this community and has spent her life supporting it.

I respectfully request the City Council to vote to grant an exemption authorizing the property owners of Magnolia Oaks subdivision to connect their irrigation systems to the City's potable water service without the additional compliance requirements outlined by staff. If that is not possible, I would kindly request that

we, the property owners be exempted from any of the associated fees.

Thank you in advance for your consideration and your time.

Sincerely,

Kelly Muters
1381 Magnolia Ave, St. Helena

Re: Agenda Section: New Business- Magnolia Oaks irrigation well failure.

Greetings City Council of St. Helena-

Thank you for your hard work in taking care of our community!

Please accept this letter as the supportive input that is intended. My comments are regarding the subject of the irrigation water in the former Magnolia Oaks project neighborhood. As you are aware, the private well that was formerly providing irrigation water to the homes in the area has failed to function since September 2024. Both the Homeowners and the Well Owner have agreed to terminate the Well easement earlier this year. While this was a private agreement, it was thought that the city would need to be involved in the termination of this arrangement. We understand that the city has stated that it does not need to be involved in this private matter.

Separately, we understand that if individual homeowners request any new connection to the potable water supply, the normal procedures for doing so will apply, according to the building code.

I hope the following observations are helpful in making a simple resolution to this agenda item.

- All properties in this neighborhood already have 2 Backflow Prevention Devices.
- The Primary and permitted BFP device is for the main water connection to the home, which is inspected annually, as required. Due to the locations of these BFP's, it would be physically impossible, illegal and counter to any logical reasoning to make a new connection of any kind between the city meter and the BFP. Any use of the potable water supply "downstream" from the main BFP should be safe from unintentionally contaminating the water supply by means of this primary BFP device. The second BFP is for the Well/Tank Purple Pipe connection that formerly serviced the city approved and drought resistant landscape design. This purple pipe system is owned and operated by the well owner up to and including the meters. I cannot think of what purpose a 3rd BFP would serve on the lots of this subdivision.
- Minus access to the well water, the homeowners find themselves in the same circumstances as most properties in our city, state and beyond. They can choose to enact or continue water conservation/recycle methods as are common, encouraged and permitted throughout our community, and/or comply with the basic methods as outlined by the city.
- 13.04.221 Water Conservation from the Municipal Code already encourages and mandates conservation measures applicable to all St. Helena property owners.

- It seems that “authorization to obtain permits” is not necessary for the neighborhood. This would only arise because of a specific/voluntary homeowner request for services not already provided, like all homeowners throughout the city.
- The staff recommendation is appreciated and hopefully adopted, with these clarifications:
 - o 1. Abandoning the well and any to work to the purple pipes and meters are the responsibility of the owner of these items.
 - o 2. The main water supply, meter and BFP were permitted at the initial construction. Secondary permitting is unnecessary and unclear.

Thank you for your respectful attention to this subject and I hope for a simple resolution.

Gale Muters

1381 Magnolia Ave.

St. Helena, CA



Agenda item 12.2, Magnolia Oaks, Request for exemption.

From Cortney Klein <cortney@alloravineyards.com>

Date Tue 11/18/2025 9:22 AM

To City Clerk <cityclerk@cityofsthelena.gov>

Dear Council Members,

November 18, 2025

Thank you for all the time and energy spent working to ensure our neighborhood has water, not to mention that our City remains a wonderful place to reside.

This is the town where I was born and raised, so this issue is of great concern to me. I do not need to explain how many years I had to save to purchase a home here in St. Helena, but I also don't need to explain why I love calling St. Helena "home".

When I purchased my home in the Magnolia Oaks development in April of 2022, there was a well providing irrigation water to the area's homes, which is now non-functional as of September 2024. All of the Homeowners, as well as the well owner, had agreed to terminate the Well easement earlier this year.

We also understand that if individual homeowners request any new connection to the potable water supply, the normal procedures for doing so will apply, according to the building code. We understand this, but request that **all associated fees be waived in regards to potable water hookups.**

- **All properties in this neighborhood already have 2 Backflow Prevention Devices. One for the Well/Tank Purple Pipe connection that formerly serviced the city, approved, and drought-resistant landscape design.** This purple pipe system is owned and operated by the well owner up to and including the meters. The second BFP device is for the main water connection to the home, which is inspected annually, as required. Any limited use of the potable water supply after the main BFP should be safe from unintentionally contaminating the water supply by means of this primary BFP device.
- Minus access to the well water, the homeowners find themselves in the same circumstances as most properties in our city, state, and beyond. They can choose to enact or continue water conservation/recycling methods as are common, encouraged, and permitted throughout our community, and/or comply with the basic methods as outlined by the city.
- 13.04.221 Water Conservation from the Municipal Code already encourages and mandates conservation measures applicable to all St. Helena property owners.

I respectfully request that no additional financial burden be placed on us at this time. We will continue to comply with all requirements of building codes; however, we **do not feel that additional fees or permits are necessary** since we already have the required back-flow devices within 4 feet of the city water meter located in our front yards. Please do not require us all to go through this process all over again.

If you would like a picture of the backflow devices, please let me know. I will gladly provide this or any additional information needed.

Thank you in advance,

Cortney Klein

1384 Magnolia Ave

Saint Helena, CA 94574

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Cortney Klein
Allora Vineyards
(707) 963-6071





Agenda Item 12.2, Magnolia Oaks, Request for Exemption

From Eric Chiang <sfpd4198@yahoo.com>
Date Tue 11/18/2025 10:05 AM
To City Clerk <cityclerk@cityofsthelena.gov>

Dear Counsel members,

My name is Eric Chiang and I reside within the Magnolia Oaks subdivision. As a retired law enforcement member, I relish the idea and enjoy the life offered in St Helena. After 20 years of service, I can understand the workings government and appreciate what responsibilities and the role government plays in our citizenry. However, I also have seen how too much government intrusion, oversight, taxation, and service fees can hinders growth and prosperity and over burden the citizens in which we serve. It is with this understanding, along with the recent fleecing of our Magnolia Oaks residents that we have been burden with over charged water rates and usage by the former well water owner.

As you are aware, our subdivision has been without functioning irrigation water since September 4, 2024. The agricultural well failed on that date and has not operated since. Despite formal demand letters to the well owner, the well was essentially abandoned. The Association subsequently terminated its contract with the well operator, leaving our community without this essential service.

I am writing to respectfully request that the City Council vote to grant an exemption authorizing the property owners within the subdivision to connect their irrigation systems directly to the City's potable water service. This is a straightforward request for relief during a genuine water emergency affecting our community.

The Current Situation:

We have been without irrigation water for over two months. Our homes and properties are suffering. The recycled water service that was promised as an alternative has not materialized. We need this exemption now.

Why This Should Be Simple:

Every home in our subdivision already has a Backflow Prevention (BFP) device installed and properly located four feet from the City water meter at the front of each lot. This existing infrastructure satisfies all necessary safety requirements for connecting irrigation to potable water.

Our Concerns with Staff Recommendations:

The staff report contains recommendations that create unnecessary obstacles:

- A new BFP device is not needed—we already have compliant devices at each property
- A building permit application for what appears to be a routine water connection seems excessive
- The staff recommendations confuse the duties of the well owner with those of residents.
Residents do not own the well and cannot be responsible for its abandonment or capping

These recommendations feel like punitive hoops rather than reasonable compliance measures to address an emergency situation.

Our Request:

I respectfully ask the City Council to vote to grant an exemption authorizing property owners to connect their irrigation systems to the City's potable water service without the additional compliance

requirements outlined by staff.

However, should the City Council determine that any of the staff recommendations are absolutely necessary despite the existing safety infrastructure already in place, I respectfully request that all associated fees be waived for property owners.

I appreciate your understanding of our situation and your consideration of this request.

Sincerely,

Eric Chiang



Agenda Item 12.2 Magnolia Oaks

From Kelly Wheaton <a4est42@gmail.com>
Date Tue 11/18/2025 1:14 PM
To Public Comment <publiccomment@cityofsthelena.gov>
Cc Aaron Barak <abarak@msn.com>; Celeste Neeley <neeleycc@gmail.com>

Andrew I would appreciate this being attached to appropriate agenda itm.

Dear Mayor Dohring and Councilmembers,

My comment is in regard to the Conditions of Approval as proposed by City Staff RE: Magnolia Oaks subdivision. To wit with my comment after.

1. RPP backflow preventers required and shall be installed by the property owner in accordance with City Standard. **They are already in place.**
2. Existing groundwater well will be permanently abandoned under permit from the County. **This is not a condition for which the residents have any control or responsibility. Only the well owner can do that.**
3. Existing non-potable distribution system will not be used to distribute potable water and shall be capped and abandoned in place. **If the Homeowner has severed the connection to the purple pipe system with the well and only city water is entering there existing purple pipe/irrigation lines within their yards, and behind the backflow device it seems unreasonable for a completely new system to be installed**
4. Residents may connect their private (on parcel) irrigation system to their potable service at a point downstream of the meter. Irrigation meter will be removed and the non-potable piping capped. **It is my understanding that some homeowners have already capped the purple pipe. The meters belong to the well owner so I would suggest separating the responsibilities of homeowners from that of the well owner.**

Knowing the long, sometimes sordid details of this comedy of errors, I would hope that the City Council will find a way to legitimize the residents' use of City Water for irrigation purposes and make the process as streamlined as possible. **The idea should be to set things right and learn from the past rather than penalize the residents Fees should be nominal, if not waived altogether.**

And this is relevant because the same, unfair water scenario is set to play out with the Hunter Project.

Sincerely,
 Kelly Wheaton
 1335 Inglewood Ave.

