

SHOP LEASE

FELLION WILSON LLC, a California limited liability company ("Landlord") and THE CITY OF ST. HELENA, a California municipal corporation ("Tenant"), enter into this Residential Lease Agreement ("Lease"), effective as of September 1, 2017 for the lease of the shop/garage area and the first bay of the pole barn (the "Premises") (as shown on the Map attached hereto as Exhibit A) located on a portion of that certain real property commonly known as 1025 Dowdell Lane, Napa County, California (the "Property"), Napa County APN 009-580-006.

NOW, THEREFORE, incorporating the foregoing and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PREMISES:** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises on the terms and condition hereinafter set forth. The Premises consists of the shop and garage area behind the residence on the property (approximately 324 square feet), plus the first bay of the pole barn closest to the shop/garage area.
2. **TERM:** The term ("Term") of this Lease shall be month-to-month, commencing on September 1, 2017 and terminating upon thirty (30) days written notice of termination by either party to the other party.
3. **RENT:** Tenant shall pay landlord monthly rent of \$1,500.00 on the first of each month.
4. **SECURITY DEPOSIT:** Tenant shall deliver to Landlord a Security Deposit in the amount of \$3,000.00 (the "Security Deposit"). The Security Deposit shall be held by Landlord and shall be used to remedy any damages to the Premises attributable to Tenant's occupancy and any amounts due and payable for rent, or for the cleaning of the Premises following Tenant's occupancy. Any Security Deposit amounts held by Landlord and not used by Landlord for the listed purposes shall be returned to Tenant 90 days following the end of Tenant's occupancy of the Premises.
5. **USE:** It is agreed that the Premises shall be used by Tenant for the purpose of parking a truck in the shop/garage area and for general storage purposes in the bay of the pole barn. Tenant, in its possession, use, and occupancy of the Premises, agrees to observe and comply with all restrictions, laws, and ordinances affecting said property or occupancy thereof.

Tenant's use of the Premises shall be restricted to the shop and garage area behind the residence on the property, plus the first bay of the pole barn closest to the shop/garage area, and none of the surrounding areas. Tenant shall not keep any pets on the Premises. Tenant shall not send or receive mail from the Premises.

6. **CONSTRUCTION/COMMERCIAL ACTIVITY:** Landlord hereby discloses that the Property is zoned Industrial (I) by the City of St. Helena and will be used for commercial purposes during the Term of the Lease. In addition, Landlord hereby discloses that Landlord will be arranging for construction of various commercial buildings on the Property during the Term. Commercial uses and construction will generate significant noise, dirt, traffic, and

activity on the Property. Tenant hereby acknowledges Landlord's disclosures regarding construction and commercial activity and agrees that the noise, dirt, traffic, activity, and other similar inconveniences shall not be a violation of Landlord's obligations under this Lease or California law. Tenant agrees to occupy the Premises with the full understanding that the Property will be the site of construction and commercial activity.

**7. UTILITIES:** Electrical power and water shall be supplied to the Premises during the Term at Landlord's sole cost and expense.

**8. REPAIRS AND MAINTENANCE:** Landlord shall, at its sole cost and expense, keep and maintain the exterior walls and roof in good order, condition, and repair, except where damage (if any) has been caused by the abuse or negligence of the Tenant during the Term of this Lease, in which event Tenant shall repair same at its sole cost and expense.

Except as herein provided, Tenant hereby agrees that the Premises are now in good condition and shall at its own cost and expense keep and maintain the Premises in the manner in which it was received, reasonable wear and tear excepted. Tenant at its own cost and expense shall be responsible for cleaning, general maintenance, and upkeep of the Premises.

**9. ALTERATIONS AND ADDITIONS:** Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises, and any additions to or alterations of the Premises shall at once become a part of the realty and belong to the Landlord. Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

**10. HOLD HARMLESS:** Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims, demands, actions, injuries, damages, costs, losses and liabilities (collectively, "Claims") arising from Tenant's use or occupancy of the Premises or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises, or caused by Tenant and/or Tenant's invitees anywhere on the Premises, including without limitation all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Tenant's obligations under this Section shall survive expiration or termination of the Lease for any cause.

**11. DAMAGE TO PREMISES:** Landlord will maintain fire, hazard, liability and such other insurance on the Premises as Landlord deems advisable in its sole discretion. Tenant acknowledges that Landlord's insurance will not cover Tenant's property and that Tenant should obtain insurance for Tenant's personal property. Tenant shall obtain and keep in force general liability insurance coverage in the amount of \$1,000,000.00 per occurrence and shall name Landlord as an additional insured under such coverage.

**12. ASSIGNMENT AND SUBLETTING:** Tenant shall not assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which may be withheld for any reason or no reason in Landlord's absolute discretion. Upon any assignment or sublease of this Lease

or the Premises, or any portion thereof, Tenant shall not be released or relieved of any covenant, obligation or liability under this Lease.

**13. DEFAULT:** It is agreed between the parties hereto that if any amount shall be due hereunder and unpaid, or if Tenant shall default and breach any other covenant or provision of the Lease, then the Landlord, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law and may terminate this Lease. In addition, the Landlord may recover any damages and pursue any other rights and remedies which the Landlord may have against the Tenant by reason of such default as provided by law.

**14. ENTRY BY LANDLORD:** The Tenant shall permit the Landlord and/or its agents to enter into and upon the Premises upon no less than twenty-four (24) hours prior notice for the purpose of inspecting it for Landlord's future use or for the purpose of maintaining the Premises.

**15. ATTORNEY'S FEES:** In the event of any arbitration or litigation between the parties, whether based on contract, tort or other cause of action or involving bankruptcy or similar proceedings, in any way related to this Lease, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and costs and expenses of any type, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including arbitration proceedings, any appeal and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment. The "prevailing party" shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues.

**16. SURRENDER:** On the last day of the term of this Lease, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted.

**17. BINDING ON SUCCESSORS AND ASSIGNS:** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

**18. NOTICES:** Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, or with a commercial courier or delivery service for overnight delivery, addressed at the address as set forth below:

Tenant:                    St. Helena Fire Department  
                                  Attn. Chief John Sorensen  
                                  1480 Main Street  
                                  St. Helena, California 94574

Landlord:                   Fellion Wilson LLC  
                                  Attn: Sean Wilson  
                                  1025 Dowdell Lane  
                                  St. Helena, California 94574

Such notice shall be deemed to be received within seventy-two (72) hours from the time of mailing, if mailed as provided for in this paragraph.

**19. WAIVERS:** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provisions.

**20. SUBORDINATION; ESTOPPEL CERTIFICATES:** This Lease, and Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and hereafter placed on the Premises by Landlord, and any and all extensions, modifications, or renewals of such liens and encumbrances, and all advances paid under such liens and encumbrances. Tenant, within ten (10) days after notice from Landlord, shall execute and deliver to Landlord a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of monthly rent, the dates to which the rent has been paid in advance, and the amount of any prepaid rent. Failure to deliver the certificate within the ten (10) day period shall be conclusive evidence that this Lease is in full force and effect and has not been modified except as may be represented by Landlord.

**21. MEMORANDUM OF LEASE:** If requested by Landlord, Tenant agrees to execute a Memorandum of Lease summarizing certain salient points about the Lease for the purpose of recording in the office of the Napa County Recorder.

**22. MISCELLANEOUS:** Time is of the essence of this Lease. This Lease constitutes the entire agreement between the parties concerning the subject matter hereof and may be modified only by a written instrument executed by both parties. This Lease shall be governed and enforced pursuant to California law and may be executed in counterparts. Venue for any legal proceeding to interpret or enforce this Lease shall be in Napa County, California. The parties shall take such further actions and execute such further documents as may be necessary to affect the purposes of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written:

**TENANT: THE CITY OF ST. HELENA,**  
a California municipal corporation



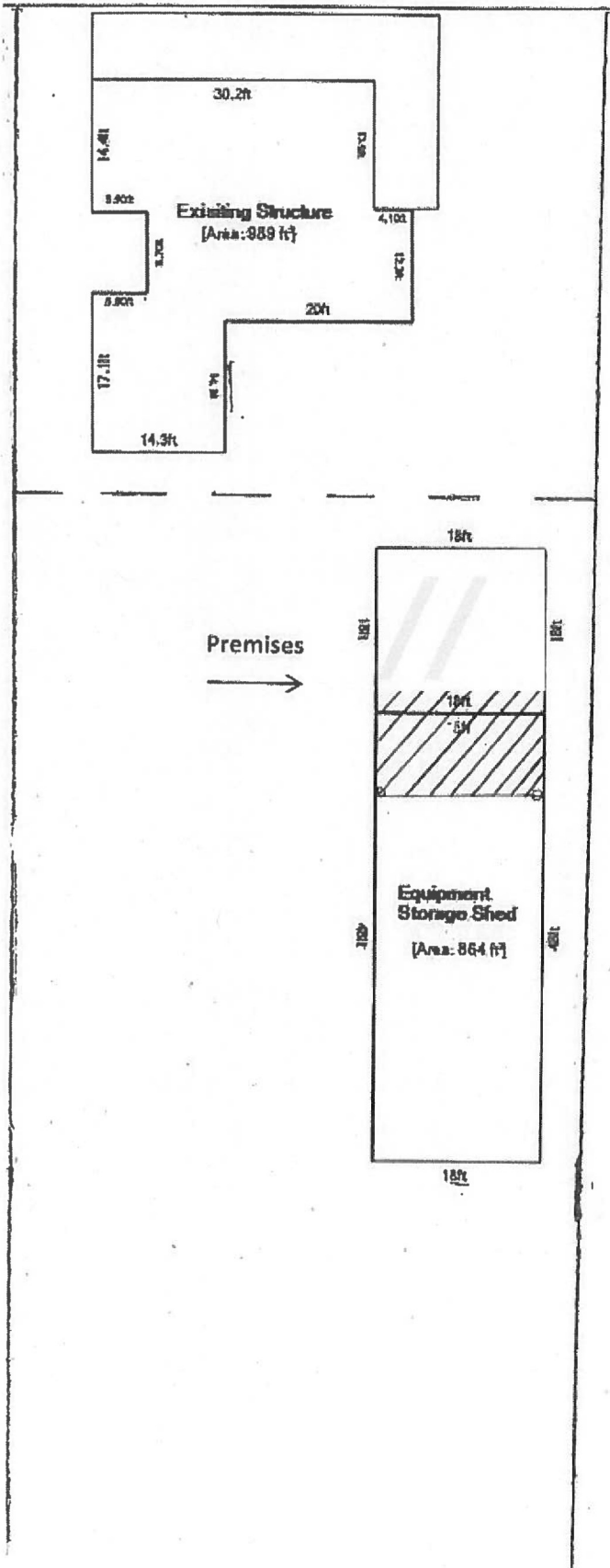
\_\_\_\_\_  
By: Mark Prestwich  
Its: City Manager

**LANDLORD:**  
Fellion Wilson, LLC  
a California limited liability company



By: \_\_\_\_\_  
Sean Wilson, Member-Manager

# Dowdell Lane Exhibit A



**CITY OF ST. HELENA**

**ORDINANCE NO. 2017-3**

**ADDING CHAPTER 10.36 TO THE ST. HELENA MUNICIPAL CODE TO PROVIDE  
FOR DESIGNATED TRUCK TRAFFIC ROUTES WITHIN THE CITY OF ST.  
HELENA**

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

SECTION 1. Findings. In adopting this Ordinance, the City Council finds:

A. California Vehicle Code Division 11, Chapter 1, Article 3 and California Vehicle Code Division 15, Chapter 5, Article 4 provide authority for local agencies to restrict truck traffic.

B. California Vehicle Code section 21101 allows the restriction of certain vehicles, by stating that, "Local authorities . . . may adopt rules and regulations by ordinance or resolution . . . (c) Prohibiting the use of particular highways by certain vehicles . . . ." California Vehicle Code section 21104 further states "an ordinance or resolution which is submitted to the Department of Transportation . . . in complete draft form for approval . . . is effective as to any state highway . . ."

C. California Vehicle Code section 35701 allows restriction of vehicles by stating that, "(a) Any city, or county for a residence district, may, by ordinance, prohibit the use of a street by any commercial vehicle or by any vehicle exceeding a maximum gross weight limit . . . (b) The ordinance shall not be effective until . . . signs are erected . . . (c) No ordinance . . . shall apply to any state highway . . . in the National System of Interstate and Defense Highways, except an ordinance which has been approved by a two-thirds vote of the California Transportation Commission."

D. Because of their great weight, research shows that trucks are more damaging to street pavement than passenger vehicles, and vehicle weight contributes to pavement deterioration; thus trucks create a disproportionate share of street maintenance costs. Studies by the American Association of State Highway and Transportation Officials have shown that truck traffic is responsible for substantially more damage than passenger vehicles, and that each doubling of weight on an axle causes a sixteen-fold increase in pavement damage.

E. The establishment of City Truck Traffic Routes is warranted to restrict noise and traffic pollution, minimize pavement damage, and address safety concerns in residential areas.

F. All legal prerequisites to the adoption of this Ordinance have occurred.

SECTION 2. Adding Chapter 10.36. Chapter 10.33 is hereby added to Title 10 of the St. Helena Municipal Code to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to add Chapter 10.36 to the St. Helena Municipal Code is exempt from the provisions of the California Environmental Quality Act (Public Resources Code section 21000, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment, and the Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061. Additionally, in accordance with CEQA Guidelines section 15301, the action to adopt this Ordinance is categorically exempt from CEQA in that it relates to operation of public streets and will result in negligible or no expansion of existing use.

SECTION 4. Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5: Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or relettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.


SECTION 6: Effective Date. This ordinance shall take effect and be in force (thirty) 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.



**THE FOREGOING ORDINANCE** was introduced at a regular meeting of the St. Helena City Council on the 26th day of September 2017, and was adopted at a regular meeting of the St. Helena City Council on the 24th day of October, 2017, by the following vote:

Mayor Galbraith: Yes  
Vice Mayor White: Yes  
Councilmember Dohring: Yes  
Councilmember Ellsworth: Yes  
Councilmember Koberstein: Yes



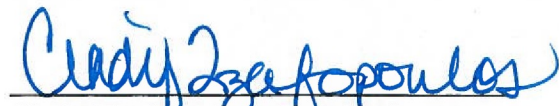
  
Alan Galbraith, Mayor

**ATTEST:**

CITY OF ST. HELENA  
Cindy Black, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 26th day of September, 2017. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 24th day of October, 2017 by the following vote:

Mayor Galbraith: Yes  
Vice Mayor White: Yes  
Councilmember Dohring: Yes  
Councilmember Ellsworth: Yes  
Councilmember Koberstein: Yes

  
Cindy Tzafopoulos, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas B. Brown, City Attorney

**EXHIBIT A**

**Chapter 10.36  
Designated Truck Traffic Routes**

Sections:

- 10.36.010 Truck traffic routes.**
- 10.36.020 Restriction of heavy trucks to "truck traffic routes."**
- 10.36.030 Inapplicability of truck traffic routes to certain vehicles.**
- 10.36.040 Truck Parking Permits.**
- 10.36.050 Enforcement.**
- 10.36.060 Weigh-in.**
- 10.36.070 Additional liability and indemnification for damage caused.**
- 10.36.080 Challenge to administrative citation.**
- 10.36.090 Remedies cumulative—Actions—Relationship to other laws.**

**10.36.010 Truck traffic routes.**

The following streets, or portions thereof, located within the city are hereby designated as "truck traffic routes" for the movement of vehicles exceeding a maximum weight limit of 10,000 pounds, and the City Manager is hereby authorized to designate such streets as "truck traffic routes" by appropriate signs:

| <b>Street Name</b>       | <b>From</b> | <b>To</b>      |
|--------------------------|-------------|----------------|
| Main Street (SR29/SR128) | Chaix Lane  | Deer Park Road |

**10.36.020 Restriction of heavy trucks to "truck traffic routes."**

When appropriate signs are in place, designating the "truck traffic routes" set forth in Section 10.36.010, the operator of any vehicle exceeding a maximum gross limit of 10,000 pounds shall drive on such routes, and none other, except that nothing in this section shall prohibit the operator of any vehicle exceeding a maximum gross weight of 10,000 pounds coming from a "truck traffic route" having ingress and egress by direct route to and from restricted streets when necessary for the purpose of making pickups or delivery of goods, wares and merchandise, from or to any building or structure located on such restricted streets, or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained therefor, or for parking such vehicle in a location for which a parking permit has been issued pursuant to Section 10.36.040.

For purposes of this section, "direct route" means:

- a) For deliveries more than one-half (1/2) mile off of the nearest point on the truck traffic route, travel is permitted only by the most direct route to the destination.

- b) For deliveries one-half (1/2) mile or less from a driver's chosen point of departure from the truck traffic route, travel is permitted by the most direct route from the chosen point of departure to the destination.
- c) After delivery or pickup, travel is permitted by (i) the most direct route back to the truck traffic route, or (ii) if the next stop is one-half (1/2) mile or less, proceeding to the next stop by the most direct route.

**10.36.030 Inapplicability of truck traffic routes to certain vehicles.**

The provisions of Sections 10.36.010 and 10.36.020 shall not apply to:

- a) Passenger buses under the jurisdiction of the Public Utilities Commission.
- b) Any vehicle owned by a public utility or a licensed contractor which necessarily is in use in the construction, installation, or repair of any public utility.
- c) School buses while carrying students to and from school.
- d) Pickup trucks. For the purposes of this section, a "pickup truck" means a four-wheeled commercial motor vehicle commonly known as a "pickup truck," equipped with a permanently affixed open-box body and with a manufacturer's rated load capacity not exceeding one ton in weight.
- e) Any vehicle owned, leased, operated, or controlled by any licensed contractor while necessarily in use in the construction, maintenance, or repair of a public works project, or by any highway carrier regulated by the Public Utilities Commission while transporting any materials to or from a public works project, when the bids for such project were opened prior to the adoption of the ordinance establishing this section, unless an alternate direct route is provided substantially within and by the City.
- f) Tow trucks or moving vans providing a service on a street.
- g) Transfer, operator, and contractor trucks, including trucks hauling disposables and recyclables, leaving and returning from a solid waste disposal site.
- h) Street sweepers.
- i) Emergency vehicles.
- j) Recreational vehicles (as defined by California Health and Safety Code section 18009.3).

**10.36.040 Truck Parking Permits.**

The Public Works Director may issue permits to vehicles subject to provisions of Sections 10.36.010 and 10.36.020 to park such vehicles in locations off "truck traffic routes" as specified in the permit, if the Public Works Director determines that the issuance of such a permit will not result in damage to any city street and will not permit the violation of any city ordinance or state

law. The permit shall be issued for a specified vehicle and for a specified parking area, and shall be visibly displayed on the vehicle at all times.

**10.36.050 Enforcement.**

The city may enforce this chapter in any manner permitted by law. A violation of this chapter shall be and is hereby declared to be a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000), a public nuisance, and contrary to the public interest, and shall, at the discretion of the city and without limitation on any other relief, create a cause of action for injunctive relief. Each day a violation occurs shall constitute a separate offense.

**10.36.060 Weigh-in.**

Any peace officer is authorized to require any person driving or in control of any vehicle which may be subject to this chapter and that is being operated on a street within the City other than on a truck traffic route, as designated under section 10.36.010 of this chapter, to proceed to any public or private scale available to weigh the vehicle for the purpose of determining whether a violation of this chapter has occurred.

**10.36.070 Civil penalty; additional liability and indemnification for damage caused.**

- A. In addition to any fine imposed under section 10.36.050 of this chapter, any person who violates this chapter shall be liable and responsible for a civil penalty of one thousand dollars (\$1,000) for each day such violation occurs. The city may recover such civil penalty by either civil action or administrative citation. Such penalty shall be in addition to all other costs incurred by the city, including, without limitation, the city's staff time, investigation expenses, and attorney's fees.
- B. In addition to any fine imposed under section 10.36.050 of this chapter, and any civil penalty imposed under section 10.36.070(A) of this chapter, any person operating a vehicle in violation of this chapter shall be liable, and shall indemnify and hold the City harmless, for any damage or liability to public facilities arising out of or related to any such violation. Such liability shall be in addition to all other costs incurred by the city, including, without limitation, the city's staff time, investigation expenses, and attorney's fees. The city may recover such liability, costs, and fees by either civil action or administrative citation.
- C. Where the City proceeds by administrative citation in collecting either the civil penalty imposed by section 10.36.070(A) or the liability for damage caused under section 10.36.070(B), the responsible person must remit payment of the noticed costs, expenses, and/or fees to the City of St. Helena within forty-five (45) days of the issuance of the citation. The City shall provide the responsible person notice of the right to request an administrative hearing to challenge the cost recovery, and the time for requesting that hearing. The payment of any such costs shall be stayed upon a timely request for an administrative hearing made pursuant to section 10.36.080, and if such a request is made, shall remain stayed during the pendency of the administrative hearing process.

**10.36.080 Challenge to administrative citation.**

In accord with the following provisions, any person dissatisfied with the city's issuance of an administrative citation under section 10.36.070 may request an administrative hearing to challenge the citation:

- A. The responsible person shall have the right to request the administrative hearing within forty-five (45) days of the issuance of the administrative citation and imposition of the civil penalty. To request such a hearing, the responsible person shall notify the city clerk in writing within forty-five (45) days of the issuance of the citation. The appeal notification shall include all specific facts, circumstances, and arguments upon which the appeal is based.
- B. The city manager is hereby authorized to designate a hearing officer to hear such appeal. The city hearing officer shall conduct a hearing on the appeal within ninety (90) days of the request for the hearing unless one of the parties requests a continuance for good cause. The hearing officer shall only consider those facts, circumstances, or arguments that the responsible person has presented in the appeal notification.
- C. The hearing officer shall render a decision in writing within thirty (30) days of the conclusion of the hearing. The hearing officer shall have discretion to reduce the amount of the administrative citation based upon evidence presented by the responsible person that such a reduction is warranted by mitigating factors including, without limitation, lack of culpability and/or inability to pay. Provided, however, that in exercising its discretion the hearing officer should consider the purpose of this chapter to prevent and deter violations and whether the reduction of civil penalties will frustrate that purpose by resulting in the responsible person's enrichment or profit as a result of the violation of this chapter.
- D. Any aggrieved party to the hearing officer's decision on the administrative appeal may obtain review of the decision by filing a petition for writ of mandate with the Napa County Superior Court in accordance with the timelines and provisions set forth in Government Code Section 53069.4.
- E. If, following an administrative hearing, appeal, or other final determination, the responsible person is determined to be liable for the administrative citation, such liability, if unpaid within forty-five (45) days of the notice of the final determination, may be recovered by civil action.

**10.36.090 Remedies cumulative—Actions—Relationship to other laws.**

The remedies provided under this chapter are cumulative, and shall not restrict the city to any other remedy to which it is entitled under law or equity. Nothing in this chapter shall be deemed to conflict with any penalty or provision under state law, or prohibit any conduct authorized by the state or federal constitutions. If any section, subsection, sentence, clause, phrase, or word of

this chapter is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

**CITY OF ST. HELENA**  
**RESOLUTION NO. 2017-136**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA  
AUTHORIZING A LEASE AGREEMENT WITH FELLION WILSON LLC FOR ST.  
HELENA FIRE DEPARTMENT STATION #2 AT 1025 DOWDELL LANE**

**RECITALS**

- A. It has become necessary to establish a secondary station to meet the growing demands of the public and maintain high standards of service and rapid response times; and
- B. The City of St. Helena and owner of the property located at 1025 Dowdell Lane have entered into a lease agreement to establish the secondary station; and
- C. Staff has completed the processes necessary to reach the final stages of signing said lease and taking possession of the property.

**RESOLUTION**

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

- 1. Approval of the lease agreement with Fellion Wilson LLC for St. Helena Fire Department Station #2, and authorize the City Manager to execute said agreement.

**I HEREBY CERTIFY** that this Resolution was adopted at a regular meeting of the City Council held on October 24, 2017 by the following roll call vote:

|                           |     |
|---------------------------|-----|
| Mayor Galbraith:          | Yes |
| Vice Mayor White:         | Yes |
| Councilmember Dohring:    | Yes |
| Councilmember Ellsworth:  | Yes |
| Councilmember Koberstein: | Yes |

APPROVED:

  
Alan Galbraith, Mayor

ATTEST:

  
Cindy Tzafopoulos, City Clerk

