

From: [Spencer, Hannah](#)
To: [Spencer, Hannah](#)
Subject: FW: Commerce & bought Wine Direct
Date: Thursday, January 29, 2026 10:49:26 AM

From: stephen mcpherson <steve@promisewine.com>
Sent: Wednesday, January 28, 2026 5:52 PM
To: Joshua S. Devore <JDEVORE@DPF-LAW.COM>; Spencer, Hannah <hannah.spencer@countyofnapa.org>
Subject: Re: Commerce & bought Wine Direct

[External Email - Use Caution]

I just got off with Tyson Caly, CEO of OFFSET Partners and have had any language about visitation has been removed from the site. He apologized profusely for their error and is sending me a note to document that they had full control of the site and are responsible for the mistake.

On Jan 28, 2026, at 5:30 PM, stephen mcpherson <steve@promisewine.com> wrote:



When this acquisition happened and after a long transition period WD could no longer service us and so we needed a new online POS. OFFSET Partners is who we have been working with. At present we don't even actually have control of our own site. I will bring a copy of our contract with them and I will bring a letter from the CEO of OFFSET Partners Tyson Caly, that confirms this fact and also confirms we in no way endorsed these edits.

Steve McPherson

<unknown.jpg>

P R O M I S E W I N E
707-963-6053 work
707-260-9094 mobile
steve@promisewine.com

From: stephen mcpherson <steve@promisewine.com>
Sent: Wednesday, January 28, 2026 5:03 PM
To: Spencer, Hannah <hannah.spencer@countyofnapa.org>
Cc: Joshua S. Devore <jdevore@dpf-law.com>; Josh Stehling <josh@redgatedevelopment.com>;
Trippi, Sean <Sean.Trippi@countyofnapa.org>
Subject: Re: P22-00384 Promise Winery - info needed for public hearing

[External Email - Use Caution]

We are in the process of redoing our website as we had to change to OFFSET. They are currently working on it and did not clear that with us. I will have them remove that line immediately. Happy to show you all the contract we have with them in place and the work being done. There is no visitation

Steve McPherson



P R O M I S E

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PROMISE Proposal + Agreement

Commerce Website Project

Document v1.1 | Date: 08/2/2025 | Expiration Date: 08/14/2025

OFFSET

Prepared by Offset • CONFIDENTIAL

Proposal + Agreement

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What we heard

Based on our conversations so far, below is where we understand PROMISE is now, and your goals for the new website:

01. You're looking to engage Offset Design to enhance the optimized, nuanced allocation workflows within the Offset Commerce Platform—creating a more integrated, thoughtful, and seamless customer experience for PROMISE.
02. While the current website is visually compelling, there are opportunities to strengthen storytelling and elevate performance. Our goal is to improve user flow, introduce more intentional calls-to-action, and implement best practices across design and functionality.
03. The updated site will reinforce PROMISE's exclusivity and sophistication while offering the clarity and accessibility needed to convert both new and existing customers. In addition to building on the existing content, we will expand the site with new About the Ranch and About the Team pages to enrich the brand narrative.
04. Your website will be built on the Offset Platform, empowering your team to easily manage content through the Offset CMS and continue refining allocation and purchasing experiences through Offset Commerce.

Dear Steve & Isabelle,
Thank you for the conversations about the PROMISE website. The following document will articulate how we can help work with you on this next chapter. As you know, we encourage conversation so please do not hesitate if you have any questions. We look forward to collaborating with you and the PROMISE team.

Many thanks,

Tyson, Lindsay, and the Offset Team

[What Does It Mean to Be Independent in Today's Business Climate?](#)

What we offer

At Offset, we believe in looking at the whole picture. Our superpower lies in supporting brands holistically—serving as a single partner across design, content direction and collaboration, website development, and commerce. Offset Commerce, in particular, is uniquely suited to meet the needs of high-end fine wine brands.

Our strategic, multidisciplinary approach allows us to draw from the diverse strengths of our team to elevate the customer experience and tell your story in a way that feels both distinctive and deeply aligned with your brand.

We take the time to get to know you—to ask questions, have meaningful conversations, and explore with curiosity. We'll look closely at where you've been—what's worked, what hasn't—and align on where you are today and where you might go next.

Through discovery, we'll identify opportunities to express your story through multiple mediums, recognizing that each offers a different, more authentic lens for sharing your brand with the world.

We love what we do! We consider ourselves fortunate to work in an industry that we are so passionate about. We encourage you to check out some of our articles about our approach to working with brands and foundational projects:

[How to Maximize Your Wine Brand's Relationship With a Creative Agency](#)

[To Tell a Compelling Wine Story, Look to Journalism and Documentaries for Inspiration](#)

[Should you add an Intro Offer to your allocation strategy?](#)

[The Anatomy of Allocations: How to Ensure a Successful Offering for Your Wine Brand](#)

Scope of work

- Full brand strategy for digital presence with **website concept, information architecture**, and **content strategy for the website**.
- **Figma file** of representative full website pages and high-level functionality and website development of marketing pages in Offset Commerce and CMS.
- **Collaborating on the website written content direction and providing creative direction and assisting with selecting the final website photo and video content** from the PROMISE team or third party vendors. The content will dovetail together and be shown in the website layouts.
- **Development of the website on the Offset CMS platform** for your team to easily update content.

Scope assumptions

If the scope or scope assumptions change throughout the project, Offset reserves the right to assess this proposal and agreement and will notify the client in advance of commencing future work if additional fees are required.

- One website concept is presented. If a second concept is needed, additional time beyond the initial 4 months will be required.
- This scope assumes that the core brand elements (logotype, illustration, colors, etc.) will not change.
- The commerce website will be built on the Offset Commerce platform with CMS capabilities for your team to update specified content.
- This proposal includes the creative direction of all needed outside vendors however it does not include content creation fees by said vendors (copywriters, photographers, videographers, animators, etc).
- If video is used, PROMISE will need to use their own [Vimeo Pro](#) account to host any videos, if needed.
- The key decision-making process will be limited to three client stakeholders: **Steve McPherson & Isabelle Duran.**

→ Travel has not been included in the scope of work but as needed, will be billed at cost.

Initial:


Our process + timeline

Our goal is to launch your new commerce website in **5 months**. This final timing is dependent on your team's availability for feedback, content collaboration, training, and timely approvals throughout the engagement. Phases outlined below will overlap.

Target start date:
August 2025

Phase 01

Discover

2-3 weeks

Key meetings

- Immersion
- Visual Research
- Content Strategy Meeting

Deliverables

- Visual Research PDF

Phase 02

Define

5-7 weeks

Key meetings

- Concept Work Session
- Feedback + Revisions
- Information Architecture Review
- Content Outline Review
- Kick-off meeting/initial overview of Offset Commerce

Deliverables

- Full Website Concept Designs (Figma)
- Website Information Architecture
- Content Outline
- Content Strategy

Phase 03

Setup, Quality Assurance & Deliver

10+ weeks

Key meetings

- Bi-weekly status update calls
- Content Direction for visual elements
- Site overview + CMS training

Deliverables

- Offset Commerce-integrated Website
- Email Template for Campaign Monitor

Our process detail

Phase 01

Discover

Questionnaire

A questionnaire will be developed that asks strategic and tactical questions concerning goals, competitors, market, etc., and subjective questions concerning brand persona, personal likes and dislikes, etc. Anyone who will be participating in the project will be asked to complete a questionnaire individually.

Immersion

Usually 1-2 Hours (could be multiple activities)
Our chance to experience the brand first hand, hear your stories, and gain a sense of what your customers experience. This could involve a conversation with your team or just a series of informal conversations—whatever combination of activities you feel will help communicate what you're all about. **Unlike the other Discovery Meetings that we will structure, this one is completely up to you and your team.**

Visual Research Work Session Usually 1 Hour (can be combined with the Content Strategy work session)

A discussion of websites and other assorted materials will be used as talking points to develop a common vocabulary, and potentially find points of inspiration. This meeting is about us gaining a thorough understanding of your sensibilities, rather than us asserting potential directions.

Content Strategy Work Session Usually 1 Hour

A brainstorm of potential approaches to storytelling, content and commerce. We will also discuss overarching goals and potential opportunities and delicate issues.

Phase 02

Define

Collaborative Work Sessions

Throughout the project we will share creative solutions as working files. Our intent is to convey the core concept knowing it will be pushed and further refined. Through collaborative work sessions, we will dial in the brand elements and continuously review them as the entire brand ecosystem. Having an open line of communication with your team's consolidated feedback is an important part of the recipe for success.

Phase 03

Setup, Quality Assurance & Deliver

Collaborative Work Sessions

We will have regularly scheduled work sessions to keep the projects pace and to make sure everyone is on the same page. Equally as important, we do not believe in handing you the keys to your new home without going through how all the appliances work so do not worry, you will be an expert in no time.

Your Offset team

At Offset, we believe in a collaborative approach, not only with you but amongst our team. Throughout the project, we will regularly bring in multiple team members, many of whom will remain “behind the scenes”. Find out more about us on [Offset Partners](#): [Our People](#).

Core Team

[Lindsay Regan](#)
VP of Brand Strategy

As Offset's VP of Brand Strategy, Lindsay will present work and collaborate with the team on strategy throughout the project. Lindsay will also ensure that expectations are set, deadlines are hit, and that communication is swift and effective.

[Jessica Giboin](#)
Senior Brand Designer

As Offset's Lead Designer, Jessica will create development-ready Figma website files and specifications. She and our development team will work closely to ensure that the development is pixel perfect.

[Ryan Gelow](#)
Senior Developer

As Senior Developer, Ryan will ensure that the builds of the websites exceed industry standards and are built cleanly and effectively. Ryan will collaborate closely with Lindsay and Jessica.

Work samples

Brand Strategy, Packaging, and Commerce Websites

[Sign of the Dove](#) - Napa Valley

[RAEN Winery](#) - Sonoma Coast

[Terre et Sang](#) - Santa Ynez

[Salty Goats Wine](#) - Napa/Sonoma

[Vida Valiente](#) - Napa Valley

Commerce Websites

[Devil Proof Vineyards](#) - Sonoma

[Rivers Marie](#) - Napa Valley

[Maxem Wine](#) - Napa Valley/Sonoma

Storytelling and Content Direction Commerce Websites

[Kistler](#) - Sonoma

[FUTO](#) - Napa Valley

[Quilceda Creek](#) - Washington

[Grgich Hills Estate](#) - Napa Valley

[Palisades Canyon Wines](#) - Napa Valley

[Garden Creek](#) - Alexander Valley

[Grace Family](#) - Napa Valley

[Kermit Lynch](#) - Berkeley

Investment

Monthly Strategy, Design + Development Fee

Most projects with a similar scope take ~5 months to complete. **If more time is needed, additional months will be activated and billed accordingly.** Please keep this in mind when thinking about concepts that may require additional time from Offset or due to third-party vendors (ie copywriters, illustrators, photographers, filmmakers, etc.). The Offset team will be communicative throughout the process as to what avenues may require additional time.

If the project needs to go on hold for any reason, half the monthly fee will be invoiced as a 'pause fee'. Then, the project will be rescheduled at a time that is convenient for both parties and resume the per monthly invoicing.

Includes the following:
Strategy, website design, website development, email template design, and IP transfer. All fees must be paid in full for copyright transfer.

Payment Schedule & Terms

Invoices are issued every thirty days after the initial invoice. A minimum of a four month commitment is required.

All fees are to be paid in US Dollars.

Comprehensive Commerce Website project includes Strategy, Design + Development
~~\$8,000~~
\$6,000
Per Month

Discount Terms

Due to previously reported platform issues and the Stripe Incident, Tyson and Steve met in person on August 1st to discuss a resolution. As a result of that conversation, Offset has agreed to apply a 25% discount to the total cost of website design and development services. This discount is reflected in the pricing detailed above, with a shared understanding that the total desired project cost should not exceed \$30,000. This adjustment is intended to fully and finally resolve the matter.

Stripe Incident
\$2,394.48

Other actions taken:

Refunded Onboarding Fee
\$3,000

Discounted Transaction Fees through Aug 1st, 2025
1.0% to 0.5% equal to a little over \$7,000

Browser support and compatibility

Your website will be developed and optimized for the latest versions of the following desktop web browsers on macOS and Windows at the time of development and launch: **Safari, Google Chrome, Firefox, and Microsoft Edge.**

Desktop Browser Support: We design for standard desktop environments and do not guarantee compatibility for screen heights shorter than 750px. Designs are structured for aspect ratios ranging between 3:4 and 9:16.

Mobile Browser Support: Our designs are built for a 19:9 aspect ratio, the current median size for mobile phones. We do not develop custom builds for horizontal viewing modes. The website will also be optimized for the latest versions of iOS and Android mobile browsers, specifically: **Safari (iOS)** and **Google Chrome (iOS & Android)**

Unsupported Browsers & Older Versions: While the website is built to maintain core functionality over time, usage on unsupported browsers or outdated versions may result in degraded performance, missing features, or broken layouts. These browsers and versions are not tested or optimized during development. We do not guarantee functionality or visual consistency on: Older versions of the supported browsers, Browsers not listed above, Uncommon or highly customized user environments

Requests for Additional Browser Support: If compatibility with other browsers, older versions, or additional long-term support measures is required, this is not included in the standard scope. Additional work for unsupported browsers is subject to: Feasibility assessment, A formal change order or new Statement of Work (SOW), and any additional costs and extended timelines.

Future Compatibility & Maintenance: Web technologies, browsers, and devices evolve. While we ensure compatibility at launch, future updates to browsers, operating systems, or devices may introduce changes that impact performance. We recommend periodic maintenance and updates to keep the website optimized for the latest technology standards. We do not warrant indefinite compatibility under the original scope of work.

By agreeing to these terms, the client acknowledges the defined scope of browser and mobile support and assumes responsibility for any issues arising from the use of unsupported environments.

Proposal acceptance

This Proposal & Agreement is valid and may be accepted up until (the "Expiration Date") listed on title page.

To accept this Proposal and Agreement, please execute where indicated below and return the completed document and first payment to Offset prior to the Expiration Date. By accepting this Proposal and Agreement you agree to the scope of work, scope assumptions, process, fees, and terms as outlined in this document.

Representing PROMISE

Signed by:

Stephen McPherson
8D03D8DC7E574B7...

Date 8/4/2025 | 8:14:57 AM PDT

Name Stephen McPherson

Title Owner

Representing OFFSET PARTNERS LLC

DocuSigned by:

Lindsay Regan
81CB1FAD56CF48A...

Date 8/4/2025 | 8:23:39 AM PDT

Name Lindsay Regan

Title VP of Brand Strategy

Next steps

To proceed with this project, please follow these easy steps:

01. Review this proposal and any associated terms, including the following Service Terms & Conditions. Digitally execute this agreement and print a copy for your files.
02. Pay the initial month to Offset Partners LLC (sent separately) to get the project started.
03. Gather and share all your brand assets.

Confirm billing details

Official Business Entity responsible for payment: Promise Wine LLC

Contact

Name	<u>Steve McPherson</u>	Title	<u>CEO</u>
Email	<u>steve@promisewine.com</u>	Phone	<u>7072609094</u>

Billing address 1241 Adams Street, SH, CA, 94574

Mailing Address
 Offset Partners LLC
 1801 Old Sonoma Road
 Napa, CA 94559

Employer Identification Number
 26-4423747

Form W-9
<https://offsetpartners.s3.amazonaws.com/forms/Offset+Partners+LLC+W-9+2021.pdf>

Service Terms & Conditions

Please review our Terms & Conditions on our website.

Offset Terms & Conditions - <https://offsetpartners.com/terms/>

Terms acceptance

Representing **PROMISE**

Signed by:

Signature *Stephen McPherson*
8D03D8DC7E574B7...

Date 8/4/2025 | 8:14:57 AM PDT

Name Stephen McPherson

Title Owner

OFFSET

Prepared by **Offset** • CONFIDENTIAL

Thank you

OFFSET

1801 Old Sonoma Rd.
Napa, CA 94559
offsetpartners.com
tyson@offsetpartners.com

January 29, 2026

ATTN: COUNTY OF NAPA

To whom it may concern,

During active website redevelopment, draft content was inadvertently published to a public-facing area of Promise's website due to a content placement error. The language was not intended to represent an active visitation policy. Upon identification, the content was removed immediately.

Elements of the live website and the forthcoming website (awaiting county permit approval) are managed within the same CMS, and this issue occurred while multiple site components were being updated concurrently.

Best,

A handwritten signature in black ink, appearing to read 'Tyson', with a long horizontal flourish extending to the right.

Tyson Caly
Co-CEO
Offset



JOSHUA S. DEVORE
jdevore@dpf-law.com

January 30, 2026

Via email: hannah.spencer@countyofnapa.org

Hannah Spencer
Napa County PBES
1195 Third Street
Napa CA 94559

**RE: P22-000384 Promise Winery Use Permit
Applicant Comments on IS/MND and Conditions of Approval**

Hannah –

Thank you for preparing the initial study and draft mitigated negative declaration for the Promise Winery project. The document is well done, and we appreciate the effort and attention put into preparing it. We have a couple minor notes on the IS/MND, and one requested modification to the proposed conditions of approval, below:

IS/MND Page 4 item 11: We note for your reference that the federal agency that issues permits for wineries is now called the Alcohol and Tobacco Tax and Trade Bureau (TTB), not the Bureau of Alcohol, Tobacco & Firearms.

IS/MND Page 5: The date of the operative version of the Applied Civil Engineering Plans is incorrect. Those plans are dated September 23, 2025. The correct version is included in the Current Projects Explorer folder; however, the date in the document is incorrect.

IS/MND Page 38, Section XVII e., Transportation; and Condition of Approval 4.3.

The proposed condition of approval mandating shuttle services for marketing events is inappropriate, unnecessary, and would unduly increase transportation impacts, especially in light of the relatively small size of the proposed events. As shown in the accompanying slides, there is more than ample area for overflow parking on the project site, including but not limited to along the driveway west of the proposed tasting room, to the south adjacent to the future cave, and along the internal driveway south of the winery. Additional parking is available further south on the parcel near the main residence.

The parcel has ample paved or adjacent area to handle the expected parking demand even for the largest event, which is only 100 visitors. Many visitors will typically use drivers or ride share services, but even assuming nearly 40 visitor vehicles, there is still more than sufficient parking space available without obstructing egress, as shown on the accompanying maps. Indeed, we respectfully submit that using shuttles would make the event *less* safe, as a shuttle would not have the capacity to evacuate all guests at the same time.

The proposed conditions would require marketing event visitors to park remotely and then be shuttled back and forth to a separate parking area, which would increase total VMTs and roadway trips. This is not a standard mandatory condition of approval and is not a condition imposed on similarly situated facilities. It would create an undue burden on the winery not supported by any, let alone substantial, evidence in the record. The property is accessed from a State Highway, and the level of event traffic is immaterial to the roadway. The suggested condition would rather require the winery to locate, and guests to park at, some other location some distance away. There is not a convenient local off-site location for parking, and so guests would have to wait half an hour or more roundtrip to be shuttled to the winery from the City of St. Helena. There is no reason for this imposition.

We thus request that the proposed condition of approval regarding marketing shuttle services included as conditions Phase I 4.3.a.4 and Phase II 4.3.a.4 and 4.3.b.4 should be removed.

We do not object to the standard language contained in the penultimate paragraph of condition 4.3 that requires “If any event is held which will exceed the available on-site parking, the permittee shall prepare an event-specific parking plan which may include, but not be limited to, valet service or off-site parking and shuttle service to the winery.” This is the standard and appropriate condition of approval related to events and the use of shuttles.

Sincerely,

DICKENSON, PEATMAN & FOGARTY PC



Joshua S. Devore

