



Mayor: Alan Galbraith
Vice Mayor: Peter White
City Council: Sharon Crull
Paul Dohring
Greg Pitts

ST. HELENA CITY COUNCIL REGULAR MEETING
JANUARY 27, 2015

5:00 PM CLOSED SESSION
CITY HALL CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA

6:00 PM REGULAR MEETING
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 voluntarily complete a “Speaker Card” and submit it to the City Clerk BEFORE that portion of the agenda is called. Speaker cards are available on the table in back of the room. Please observe the time limit of three minutes.

- 1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION**
- 2. CLOSED SESSION**
 - a. **CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION; Government Code Section 54956.9(d)(1); City of St. Helena v. Upper Valley Disposal Service, Napa County Superior Court No. 26-64875.**
 - b. **Conference with Legal Counsel—Anticipated Litigation; Government Code § 54956.9, subdiv. (d)(2): Significant exposure to litigation (one potential case)**
- 3. OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY (6:00 P.M.)**

4. PLEDGE OF ALLEGIANCE

5. ROLL CALL

6. PUBLIC FORUM: Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS: Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers 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.

STAFF BRIEFING:

8. Community Engagement Program/FY 15/16 Budget Survey –
Mari Martinez Serrano, Community Engagement Coordinator

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

9. Consideration of Amendments to Title 3, Chapter 3.20 of the City of St. Helena
Municipal Code Relating to Real Property Transfer Tax

CEQA Status: Not a CEQA project

Lead Staff: April Mitts, Finance Director

Recommendation: Approve

10. Consideration of rejecting Non–Responsive Bid from Bino Construction and Award
St. Helena Sewer Main Cleaning and TV Inspection Project 2014 to Coastline
Water Resources Inc. in the amount of \$79,777.95

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

Lead Staff: Steve Palmer, Director of Public Works

Recommendation: Approve

11. Consideration of resolution Approving Agreement for Consultant Services with
Larry Walker Associates for National Pollution Discharge Elimination System
(NPDES) Permit Compliance Services in the amount of \$21,570

CEQA Status: Not a CEQA project

Lead Staff: Steve Palmer, Director of Public Works

Recommendation: Approve

12. Consider second reading and adoption of amendments to the City's Zoning Ordinance Section 17.144 (Affordable Housing) incorporating, among other changes, the following key amendments:

- a. "Purpose" (Section 17.144.010); wording is added clarifying that the purpose of this Section of the Code is to encourage the development of housing for all segments to the community, and to provide incentives for affordable housing for very low, low, and moderate income households in the City.
- b. "Definitions" (Section 17.144.020); wording is added to explicitly include senior housing and age restricted mobile home parks as eligible to receive a density bonus,
- c. "Application" (Section 17.144.050); added wording stating that a project that conforms to the requirements of the Municipal Code can qualify for an additional density bonus or a concession if the project includes on-site child care.
- d. Clarifies that a developer may elect to receive a lesser percentage of density bonus than the maximum required, and includes provisions whereby a developer may at their option request a waiver or reduction of City development standards, in addition to a density bonus or other concessions or incentives.
- e. Wording is proposed to be removed (Section 17.144.060.F) that currently limits the applicability of density bonuses in the case of affordable housing projects that are either built on donated land, or on land required to be dedicated by City ordinance or General Plan policy.
- f. Added a provision titled "Priority for Water and Sewer Services" (Section 17.144.080) stating that the City in certain specific circumstances shall grant priority for the provision of water and sewer services to affordable housing units.

The Planning Commission on November 18, 2014 recommended approval to the City Council of the proposed changes to the Affordable Housing Chapter of the City Zoning Ordinance. These proposed changes to the Municipal Code is project are deemed to be categorically exempt from the requirements of CEQA.

The City Council introduced this ordinance by waiving the first reading and introducing by title only at their January 13, 2015 City Council meeting.

CEQA Status: Categorically Exempt per Section 15061.b.3

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Waive the second reading and adopt the Ordinance by title only

13. Consider second reading and adoption of amendments to the City's Zoning St. Helena Municipal Code ("SHMC") Chapter 17: "Zoning" of the City's Municipal Code in order to bring the relevant sections of the City's Zoning Code into compliance with State requirements which includes:

- a. Add the following definitions to the "General Provisions and Definitions" Section 17.04 of the Municipal Code; "Emergency Shelter, Supportive Housing, and Transitional Housing."

- b. Modify the "Agricultural (A-20)" and the "Agricultural Preserve (AP)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, and Agricultural Employee Housing consisting of up to 36 beds/or 12 units.
- c. Modify the "Low Density Residential (LR)", the "Low Density Residential 1 Acre Minimums (LR-1A)", the "Medium Density Residential (MR)", the "High Density Residential (HR)", and the "Woodland and Watershed (WW)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, Agricultural Employee housing for 6 or fewer employees, and allow Single Room Occupancy Housing as a permitted use in the High Density Residential (HR) District.
- d. Modify the "Service Commercial (SC)" Zoning District to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only within a Mixed Use project), and Transitional Housing (limited to upper floors only within a Mixed Use project).
- e. Modify the "Business and Professional Office (BPO)" and the "Central Business (CB) District" to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only) and Transitional Housing (limited to upper floors only).
- f. Modify the "Industrial" (I), "Business and Professional Office (BPO)", and "Service Commercial (SC)" Zoning Districts to allow Emergency Shelters as a Permitted Use.
- g. Add Chapter 17.200 to the Zoning Code providing a procedure to allow for "Reasonable Accommodation" for persons with disabilities seeking equal access to housing under Federal and State fair housing requirements.

The Planning Commission on December 16, 2014, recommended adoption of the proposed amendments.

The City Council introduced this ordinance by waiving the first reading and introducing by title only at their January 13, 2015 City Council meeting.

CEQA Status: Categorically Exempt per Section 15061.b.3

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Waive the second reading and adopt the Ordinance by title only

- 14. Consideration of a resolution approving a contract in the amount of \$13,600 to retain the Housing/Planning Consultant, Christine O'Rourke, to complete the work necessary to finish the City's 2014-2015 Housing Element Update

CEQA Status: Not a CEQA project

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Approve

- 15. Consideration of Resolution approving an agreement with Vernazza Wolfe Associates, Inc. to conduct a feasibility analysis and comparison of sites for new affordable housing development for a total not to exceed amount of \$45,260 (reimbursable through a \$48,000 Community Development Block Grant)

CEQA Status: Not a CEQA project

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Approve

16. Consideration of Resolution Setting a Hearing to Approve the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 117 (395 S. Crane Ave. St Helena, CA. APN. 009-350-029-000)

CEQA Status: Categorically Exempt, CEQA Guidelines Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, and Section 15061, No Possibility of Significant Effect on the Environment

Lead Staff: Steve Palmer, Director of Public Works

ADJOURNMENT The next Regular City Council meeting is scheduled for February 10, 2015, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on January 23, 2015.



Cindy Black, City Clerk

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1480 Main Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at <http://cityofsthenena.org> and will be available for public review at the respective meeting.

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**Report to the City Council
Council Meeting January 27, 2015**

Agenda Section: **Consent**

Subject: **Consideration of Amendments to Title 3, Chapter 3.20 of the City of St. Helena Municipal Code Relating to Real Property Transfer Tax**

CEQA Status: **Not a CEQA Project**

Prepared By: **April Mitts, Finance Director**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

Recently, the County of Napa adopted changes to the County Codes which relate to Documentary Transfer Taxes imposed upon real property transfers located within the County (also known as real estate transfer taxes). These changes and amendments were circulated by John Tuteur, Assessor-Recorder-County Clerk, to all jurisdictions within the County requesting that the modifications adopted by the County be considered for adoption by each municipality.

The City's Real Property Transfer Tax Ordinance is located at Chapter 3.20 of the St. Helena Municipal Code. The Napa County Recorder is designated as the official that administers and collects transfer tax on taxable events that occur within St. Helena's municipal limits, and the Recorder allocates the proceeds pursuant to governing laws. Thus, maintaining consistency between the County Codes and Chapter 3.20 is important.

DISCUSSION

The attached ordinance incorporates changes consistent with those proposed by the County. These amendments (1) clarify that "realty sold" is defined in the Revenue and Taxation Code, (2) provide that "railroad" is defined in Section 101 of Title 11 of the United States Code, (3) provide that "corporation" is defined in Section 101 of Title 11 of the United States Code, and (4) delete an exception to the tax which is no longer applicable due to the repeal of federal law upon which it was based. These changes and amendments clarify and are declarative of existing law. They do not impose, extend, increase or modify any existing tax.

FISCAL IMPACT

None

RECOMMENDED ACTION

Staff recommends the City Council introduce the Ordinance amending Title 3, Chapter 3.20 of the City of St. Helena Municipal Code Relating to Real Property Documentary Transfer Tax

ATTACHMENTS

Attachment A – Ordinance Number 2015-____ Amending Title 3, Chapter 3.20 of the City of St. Helena Municipal Code relating to Real Property Transfer Tax.

CITY OF ST. HELENA

ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AMENDING TITLE 3, CHAPTER 3.20 OF THE CITY OF ST. HELENA MUNICIPAL CODE RELATING TO REAL PROPERTY TRANSFER TAX

THE CITY COUNCIL OF THE CITY OF ST. HELENA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Findings.

The City Council finds as follows:

A. The City is entitled to assess taxes for transfers of real property located within the City consistent with the California Revenue and Taxation Code and Napa County ordinances.

B. The Napa County Recorder is designated as the official that administers and collects real property transfer tax on events that occur within St. Helena's municipal limits, and the Recorder allocates the proceeds pursuant to governing laws.

C. The County of Napa recently adopted changes and amendments to its County ordinances, and

D. The City Council, following a duly noticed public meeting, considered amending its own Real Property Transfer Tax Ordinance, which is codified in St. Helena Municipal Code Chapter 3.20, in order to make parallel and consistent amendments to that of the County to ensure that the City and County's ordinances are synchronized and up to date.

E. The changes and amendments clarify and are declarative of existing law and do not impose, increase, extend or modify any tax.

SECTION 2. Amendments.

St. Helena Municipal Code Chapter 3.20 ("Real Property Transfer Tax Ordinance of the City of St. Helena") is hereby amended, with respect to section 3.20.020, section 3.020.060 and section 3.20.070 as follows:

A. Section 3.20.020 is amended to read as follows:

3.20.020 Imposition of tax.

There is imposed on each deed, instrument or writing by which and lands, tenements, or other realty sold within the city of St. Helena shall be granted, assigned, transferred or otherwise conveyed to or vested in the purchaser or purchasers, or any other person or persons, by his, her or their direction, when the consideration or value of the interest or property conveyed (exclusive of the value of any lien or encumbrances remaining thereon at the time of sale) exceeds one hundred dollars (\$100.00), a tax at the rate of twenty-seven and one-half cents for each five hundred dollars (\$500.00) or fractional part thereof. For the purposes of this section, realty sold is defined as a change of ownership as set forth in Revenue & Taxation Code Section 60 et seq., including without limitation subdivisions (c) and (d) of Section 64. (Prior code § 12A.2)

B. Section 3.20.060 is amended to read as follows:

3.20.060 Exception—Bankruptcy.

Any tax imposed pursuant to this chapter shall not apply to the making, delivering or filing of conveyance to make effective any plan of reorganization or adjustment:

A. Confirmed under the Federal Bankruptcy Act, as amended;

B. Approved in an equity receivership proceeding in a court involving a railroad ~~corporation~~, as defined in Section 101 of Title 11 of the United States Code, as it may be amended;

C. Approved in an equity receivership proceeding in a court involving a corporation, as defined in Section 101 of Title 11 of the United States Code, as it may be amended; or

D. Whereby a mere exchange in identity, form or place of organization is effected.

Subsections A to D, inclusive, of this section shall only apply if the making, delivery or filing of instruments of transfer or conveyances occurs within five years from the date of such confirmation, approval or change. (Ord. 02-5 § 14 (part); prior code § 12A.6)

C. The text of Section 3.20.070 is deleted and the section is "reserved" for potential future amendment as follows:

~~3.20.070 Exception for orders of the Securities and Exchange Commission.~~

[Reserved]

~~Any tax imposed pursuant to this chapter shall not apply to the making or delivery of conveyances to make effective any order of the Securities and Exchange Commission, as defined in subdivision (A) of Section 1083 of the Internal Revenue Code of 1954; but only if:~~

~~A. The order of the Securities and Exchange Commission in obedience to which such conveyance is made recites that such conveyance is necessary or appropriate to effectuate the provisions of Section 79k of Title 15 of the United States Code, relating to the Public Utility Holding Company Act of 1935;~~

~~B. Such order specifies the property which is ordered to be conveyed;~~

~~C. Such conveyance is made in obedience to such order. (Ord. 02-5 § 14 (part); prior code § 12A.7)~~

SECTION 3. Compliance with CEQA. The City Council hereby finds that the action to adopt this ordinance to amend Chapter 3.20 of the St. Helena Municipal Code is not a project within the meaning Section 15378 of the Title 14 of the California Code of Regulations, the State Guidelines implementing the California Environmental Quality Act (CEQA), including because it has no potential for resulting in physical change in the environment, directly or indirectly. In the event that this Ordinance is found to be a project under CEQA, it is subject to the exemption contained in CEQA Guidelines section 15061(b)(3), because it can be seen with certainty to have no possibility of a significant effect on the environment.

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: Effective Date. This ordinance shall take effect and be in force 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 _____ day of _____, 2015, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk



**Report to the City Council
Council Meeting of January 27, 2015**

Agenda Section: Consent Calendar

Subject: Reject Non – Responsive Bid from Bino Construction and Award St. Helena Sewer Main Cleaning and TV Inspection Project 2014 to Coastline Water Resources Inc

CEQA Status: **Categorically Exempt, Section 15301, Existing Facilities**

Prepared By: **Steven Palmer, Director of Public Works/City Engineer**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

Regional Water Quality Control Board (RWQCB) Order No. R2-2010-0105 requires the City to complete a condition assessment of the entire collection system using video inspection. Based on this analysis, the city is required to prioritize and establish a schedule for replacement or rehabilitation of sewer facilities by December 2015.

Over the past 5 years, city crews have televised approximately 70,000 linear feet of sewer main, however 54,000 linear feet of sewer main still require video inspection per the Order. In order to complete the video inspection and prioritization prior to the deadline established by the RWQCB, the City elected to hire a contractor to complete video inspection of the remaining sewer main.

On November 25, 2014 the City Council authorized Adoption of Resolution Approving the Plans, Specifications; and Authorizing the Bid Request for the St. Helena Sewer Main Cleaning and TV Inspection Project – Capital Project S-38 and made findings that the project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities used to provide sewerage services.

DISCUSSION

The project was advertised for bids on November 25, 2014. The City Clerk received eight (8) bids on Wednesday, January 7, 2015 as follows:

Contractor Name	Bid Amount
Bino Construction	\$69,590.50
Coastline Water Resources Inc.	\$79,777.95
Presidio System Inc.	\$99,077.20
Overmiller Inc. dba Roto Rooter	\$101,336.95
Hoffman Southwest corp dba Profess. Pipe Serv.	\$104,059.75
National Plant Services	\$122,761.77
Cal Prime, Inc.	\$151,429.40
Miksis Services Inc.	\$168,043.36

The Engineer's Opinion of Construction Costs for this project is \$98,000.00.

Staff has reviewed the bids and determined that Bino Construction, did not submit a bid in the same form that was included in the bid package, did not complete the City of St. Helena Affirmative Action Questionnaire – Nondiscrimination Hiring and Employment Practices Form, and did not complete the Minimum Qualifications Questionnaire & Statement Form B.

Therefore Public Works recommends that the bid of Bino Construction be considered non-responsive and that the bid of Coastline Water Resources Inc. be considered the lowest responsive and responsible bid.

Coastline Water Resources Inc. holds a valid Class A General Contractor's License in the State of California, with no enforcement actions listed. Their license expires on May 31, 2016. The Experience/Qualifications Statement that was submitted with the bid documents indicate that Coastline Water Resources Inc. has engaged in contracting under the current name for four years, and has never failed to satisfactorily complete a contract. Coastline Water Resources Inc. listed three street, cleaning and TV inspection projects completed between 2011 and to the present ranging in value from \$363,589 to \$1,550,400. These projects were completed for the cities of San Jose (2 projects) and City of San Mateo.

The contract allows 50 working days to complete the required work. Work is anticipated to start in late February 2015.

FISCAL IMPACT

The Project Cost will be \$79,777.95 plus \$7,978.00 for contingencies for a total cost of \$87,755.95. Oversight of the sewer cleaning and TV inspection work will be performed

on an as needed basis by City operations staff. The funds for this project are available from the approved 2014-15 Capital Improvement Budget, Project No. S-38, "Sewer Rehabilitation".

There is no fiscal impact to the City's General Fund.

RECOMMENDED ACTION

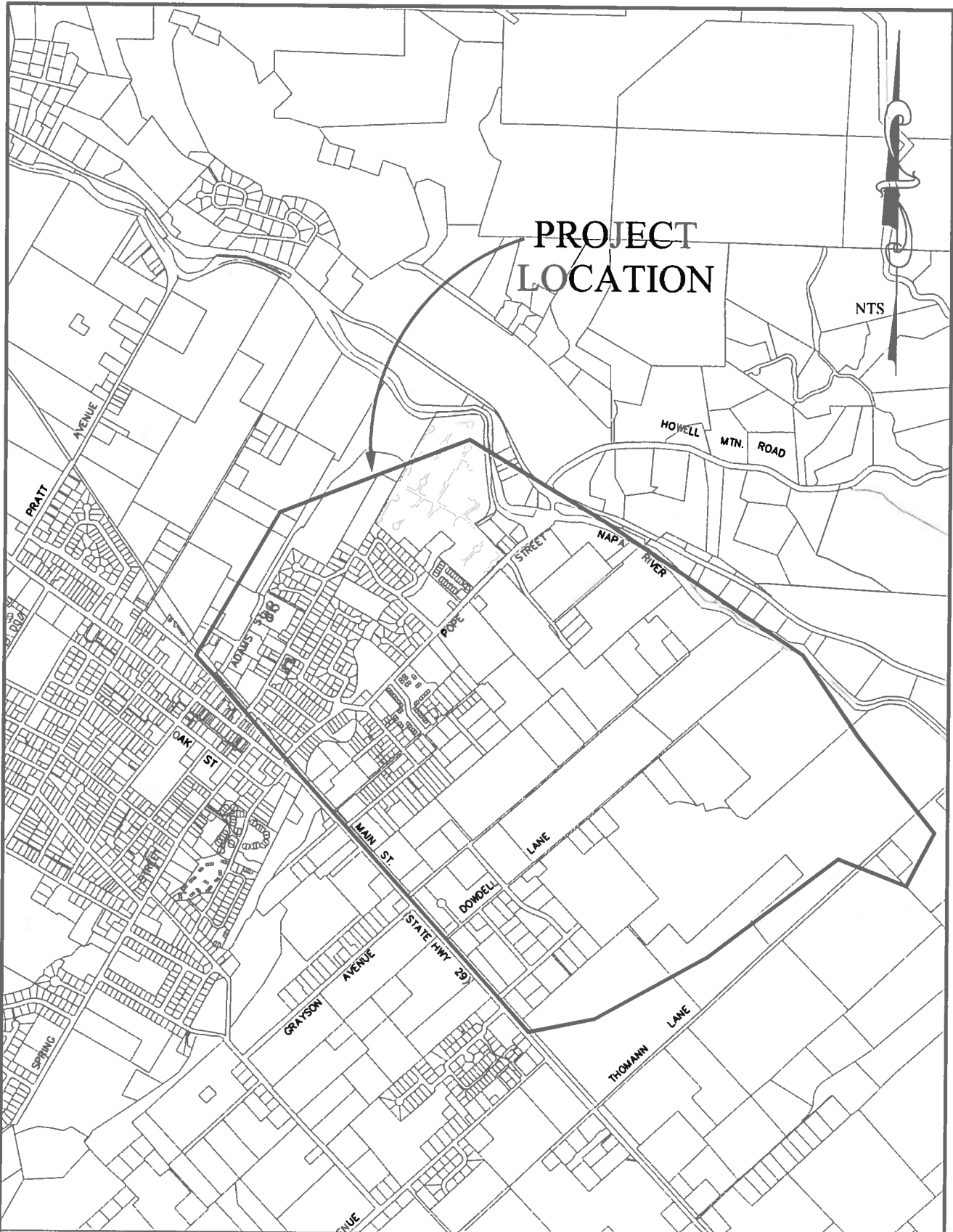
Staff recommends the City Council of the City of St. Helena, by resolution, reject a non-responsive bid by Bino Construction, and authorize the City Manager to execute a construction contract with Coastline Water Resources, Inc, in the amount of \$79,777.95 for the St Helena Sewer Main Cleaning and TV Inspection Project – Capital Project S-38. Staff further recommends the City Council authorize the Public Works Director to approve change orders not to exceed 10% of the contract amount.

ATTACHMENTS

1. Location Map
2. Resolution

ORIGINAL PLOT DATE: 18-NOV

Images: G37A72.jpg, Xref: Layout Name: TV Proj Loc Plot Date: Nov 18, 2014 at 01:53 pm
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Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8005 707.571.8037 Fax

CITY OF ST. HELENA
SEWER MAIN CLEANING AND
TV INSPECTION LOCATION MAP

CITY OF ST. HELENA

RESOLUTION NO. _____

**REJECTING NON-RESPONSIVE BID FROM BINO CONSTRUCTION
AND AWARDING ST. HELENA SEWER MAIN CLEANING AND TV
INSPECTION PROJECT – CAPITAL PROJECT S-38 TO COASTLINE
WATER RESOURCES INC.**

RECITALS

- A. At its November 25th, 2014 regularly scheduled meeting City Council authorized Adoption of Resolution Approving the Plans, Specifications; and Authorizing the Bid Request for the St. Helena Sewer Main Cleaning and TV Inspection Project – Capital Project S-38; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on November 25, 2014, a notice inviting bids was posted and mailed to contractors inviting bids for the St. Helena Sewer Main Cleaning and TV Inspection Project – Capital Project S-38; and
- C. Eight bids were received and evaluated by the Director of Public Works; and
- D. The low bidder, Bino Construction did not submit a bid on City prepared documents and did not submit all forms as required by the specifications; and
- E. The lowest responsive and responsible bidder for the Project was Coastline Water Resources, Inc. in the bid amount of \$79,777.95.

RESOLUTION

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

- 1. The bid of Bino Construction is rejected as non-responsive
- 2. A contract with Coastline Water Resources, Inc. in the amount of \$79,777.95 for St. Helena Sewer Main Cleaning and TV Inspection Project – Capital Project S-38 is approved and the City Manager is authorized to sign the contract; and
- 3. The Public Works Director is authorized to approve change orders not to exceed 10% of the contract amount.

Approved at a Regular Meeting of the St. Helena City Council on January 27, 2015 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

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Report to the City Council
Council Meeting of January 27, 2015

Agenda Section: Consent Calendar

Subject: Resolution Approving Agreement for Consultant Services with Larry Walker Associates for NPDES Permit Compliance Services

CEQA Status: This action is not a CEQA project

Prepared By: Kathy Robinson, Operations Manager
Steven Palmer, Director of Public Works

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City of St. Helena owns and operates a unique wastewater treatment and reclamation plant and sewer collection system. Per Regional Water Quality Control Board Order No. R2-2010-0105, Table 8, Task 1(a), the City is required to restore and increase the treatment capacity of the wastewater treatment and reclamation facility (WWTRF).

DISCUSSION

The City has been in ongoing communication with the Regional Water Board with regard to Order No. R2-2010-0105, Table 8, Task 1(a), and the requirement to restore and increase the treatment capacity of the WWTRF. The Regional Water Board has requested additional information and meetings with staff and the City requires the assistance of a qualified wastewater consultant for regulatory and engineering support services.

City staff solicited a proposal from Larry Walker Associates because the City currently contracts with the firm to support the City with consulting and engineering services for the City's National Pollution Discharge Elimination System (NPDES permit), self-monitoring reports, and SSMPs. Additionally, Larry Walker Associates provides critical historical knowledge of the City's system and operations.

Pursuant to SHMC, Chapter 3.04; Purchase of supplies, equipment and services and procedures for public works project; Article 4, Professional services; staff has determined that Larry Walker Associates has demonstrated the level of experience, competence, staffing and other professional qualifications necessary for exceptional performance of the services required and described in the scope of work provided and the acquisition of Larry Walker Associates professional services may be procured through negotiated contract.

This action is not a CEQA project.

FISCAL IMPACT

Larry Walker Associates' proposal is not to exceed \$21,570. Funds for this contract is available from Wastewater Operations budget.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena, by resolution, authorize the City Manager to execute a professional services contract with Larry Associates in the amount of \$21,570 for the St. Helena Wastewater Treatment and Reclamation Plant (WWTRP) – NPDES Permit Compliance

ATTACHMENTS

1. Resolution
2. Agreement for Consultant Services.

CITY OF ST. HELENA
RESOLUTION NO. 2015-

**APPROVING AGREEMENT FOR CONSULTANT
SERVICES WITH LARRY WALKER ASSOCIATES FOR
NSPDES PERMIT COMPLIANCE RELATED TO THE
WASTEWATER TREATMENT AND RECLAMATION
FACILITY**

RECITALS

- A. The City of St. Helena owns and operates a unique wastewater treatment and reclamation plant and sewer collection system; and
- B. Regional Water Quality Control Board Order No. R2-2010-0105 requires the City to restore and increase treatment capacity of the Wastewater Treatment and Reclamation Facility (WWTRF); and
- C. The City continues to engage in ongoing communication with the Regional Water Quality Control Board regarding the requirements to restore and increase capacity at the WWTRF; and
- D. Staff requires professional assistance to respond to requests for information and meetings with the Regional Water Quality Control Board ; and
- E. Larry Walker Associates has demonstrated the level of experience, competence, staffing and other professional qualifications necessary for exceptional performance of the services required and described in the scope of work.

RESOLUTION

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

- 1. A professional services contract with Larry Walker Associates in the amount of \$21,570 for NPDES Permit Compliance related to the WWTRF is approved and the City Manager is authorized to sign the contract.

Approved at a Regular Meeting of the St. Helena City Council on January 27, 2015 by the following vote:

Ayes: Councilmembers
Noes: None
Absent: None
Abstain: None

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on January 27, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Larry Walker Associates (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as NPDES Permit Compliance Services related to the Wastewater Treatment and Reclamation Facility (WWTRF).

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 which are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of 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”**.

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 B, “Compensation”, attached hereto and made a part hereof. Total compensation shall not exceed 21,570, 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. 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 any charges or expenses are disputed by City, the original invoice shall be returned by City 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

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 engaged in providing services similar to those required of Consultant under this Agreement.

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: \$2,000,000 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: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. 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.

D. 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.

E. Waiver of Subrogation. The workers compensation policy is to 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.

F. 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.

G. 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 effecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees 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 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 (“design professional”), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

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 or willful acts or misconduct.

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, nor 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

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.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product 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, 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 – 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's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – 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 18 – 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
1480 Main Street
St. Helena, California 94574

To Consultant: Larry Walker Associates
707 Fourth St, Suite 200
Davis, CA 95616

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 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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, nor 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 26 – 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 27 – 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 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____
Name: _____
Title: _____

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

By: _____
Name: Thomas B. Brown
Title: City Attorney

City of St. Helena Wastewater Treatment and Reclamation Facility
NPDES Permit Compliance Scope of Services

by
Larry Walker Associates

Larry Walker Associates (LWA) anticipates the following tasks will need to be performed to assist the City with compliance activities relating to NPDES Permit No. R2-2010-0105. A cost estimate for the identified tasks follows.

Task 1. Meetings with City and Regional Water Board

LWA anticipates multiple planning meetings and conference calls will be held with City of St. Helena (City) staff to discuss compliance activities relating to the NPDES permit. In addition, meetings with San Francisco Bay Regional Water Quality Control Board (Regional Water Board) staff will likely be necessary. For planning purposes, 2 in-person meetings with City staff, 12 conference calls, and 3 meetings with the Regional Water Board are predicted.

Task 2. Documentation, Reports, and Responses

LWA will assist the City by preparing supporting documentation regarding NPDES permit compliance, technical reports to support City efforts relating to the NPDES permit, and responses to any Regional Water Board letters and claims.

Task 3. Project Management

LWA activities under this task will include managing budgets and schedules. All invoice materials will be delivered to the City electronically and in hard copy format.

Estimated Costs for NPDES Permit Compliance Assistance

Task	Description	LWA Labor Hours (1)				Total Hours	Total Labor Costs	Other Direct Costs	Total Costs
		Project Advisor	Project Manager	Project Engineer II	Contract Admin.				
1	Meetings with City/Water Board		36			36	\$7,560	\$350 (2)	\$7,910
2	Preparation of documentation/responses	4	40	12		56	\$11,560		\$11,560
3	Project Management		6		6	12	\$2,100		\$2,100
TOTAL PROJECT COSTS (3)		4	82	12	6	311	\$21,220	\$350	\$21,570

(1) LWA hourly rates are typically adjusted on July 1st of each year. The City will be provided 30-day's notice of any proposed rate increase.

(2) Estimated transportation costs to attend two meetings in St. Helena and three meetings in Oakland. Time includes these 5 meetings plus 12 conference calls.

(3) The cost estimate is based on best available information and a projection of activities required January 2015 - May 2015.

LARRY WALKER ASSOCIATES

Rate Schedule Effective July 1, 2014 – June 30, 2015

PERSONNEL	Rate \$/Hour	REIMBURSABLE COSTS	
Principals		Travel:	
Tom Grovhoug	\$280.00	Local mileage	• Current IRS rate
Karen Ashby	\$260.00	Transportation	• Actual expense
Ashli Cooper Desai	\$260.00	Auto rental	• Actual commercial rate
Brian Laurenson	\$260.00	Fares	• Actual expense
Chris Minton	\$260.00	Room	• Actual expense
Mack Walker	\$260.00	Subsistence ⁽¹⁾	• \$ 48.00 per day
Associates		The rate for each meal as follows: ⁽¹⁾	
Denise Conners	\$235.00	Breakfast	\$ 9.00
Betsy Elzufon	\$235.00	Lunch	\$13.00
Sandy Mathews	\$235.00	Dinner	\$21.00
Mitch Mysliwiec	\$235.00	Incidentals	\$ 5.00
Claus Suverkropp	\$235.00		
Senior Staff		Report Reproduction and Copying:	
Kristine Corneillie	\$210.00	• Actual outside expense	
Karen Cowan	\$210.00	• \$0.08 per black and white copy, in-house	
Diana Engle	\$210.00	• \$0.89 per color copy, in-house	
Paul Hartman	\$210.00	• \$1.95 per binding, in-house	
Gorman Lau	\$210.00		
Amy Storm	\$210.00		
Mike Troughon	\$210.00		
Project Staff		Special Postage and Express Mail:	
Alina Constantinescu	\$185.00	• Actual expense	
Will Lewis	\$185.00		
Mike Marson	\$185.00	Other Direct Costs:	
Giles Pettifor	\$185.00	• Actual expense	
Hope M. Taylor	\$185.00		
Rachel Warren	\$185.00	Daily Equipment Rental Rates:	
Bryant Alvarado	\$165.00	• All single parameter field meters (pH, EC, D.O., Turbidity)	\$25.00 each
Reni Keane-Dengel	\$165.00	• Multi-parameter field meters	\$35.00
Airy Krich-Brinton	\$165.00	• Peristaltic Sampling Pump	\$35.00
Jeff Walker	\$165.00	• Professional grade GPS unit	\$25.00
Zachary Helsley	\$150.00	• Digital Flow Meter	\$45.00
Steve Maricle	\$150.00	• Digital Fluorometer	\$45.00
Danielle Moss	\$150.00	• Multi-parameter Data Sonde (with telemetry)	
Elizabeth Yin	\$150.00	- first day	\$200.00
Michelle Benson	\$140.00	- each additional day	\$ 40.00
Kathryn Walker	\$140.00		
Jennifer Bayley	\$135.00	Subcontractors:	
Suzanne Brown	\$135.00	Actual expense plus 10% fee	
Greg Reide	\$105.00		
Amy Bonato	\$75.00		
Allison Lewis	\$75.00		
Denise Parren	\$75.00		
Adriana Stovall	\$75.00		

Note: ⁽¹⁾ Charged when overnight lodging is required.

Updated: September 2, 2014

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Report to the City Council Meeting of January 27, 2015

Agenda Section: Consent

Subject: Consider second reading and adoption of amendments to the City's Zoning Ordinance Section 17.144 (Affordable Housing) incorporating, among other changes, the following key amendments:

- a. "Purpose" (Section 17.144.010); wording is added clarifying that the purpose of this Section of the Code is to encourage the development of housing for all segments to the community, and to provide incentives for affordable housing for very low, low, and moderate income households in the City.
- b. "Definitions" (Section 17.144.020); wording is added to explicitly include senior housing and age restricted mobile home parks as eligible to receive a density bonus,
- c. "Application" (Section 17.144.050); added wording stating that a project that conforms to the requirements of the Municipal Code can qualify for an additional density bonus or a concession if the project includes on-site child care.
- d. Clarifies that a developer may elect to receive a lesser percentage of density bonus than the maximum required, and includes provisions whereby a developer may at their option request a waiver or reduction of City development standards, in addition to a density bonus or other concessions or incentives.
- e. Wording is proposed to be removed (Section 17.144.060.F) that currently limits the applicability of density bonuses in the case of affordable housing projects that are either built on donated land, or on land required to be dedicated by City ordinance or General Plan policy.
- f. Added a provision titled "Priority for Water and Sewer Services" (Section 17.144.080) stating that the City in certain specific circumstances shall grant priority for the provision of water and sewer services to affordable housing units.

CEQA Status: The project is categorically exempt from the requirements of CEQA

Prepared By: Victor Carniglia, Planning Consultant

Approved By: Jennifer Philips, City Manager

BACKGROUND

On January 13, 2015 the City Council held a public hearing, considered all comments received, and on a first reading adopted an Ordinance Amendment making modifications to the "Affordable Housing" section of the City Zoning Ordinance in order to be in compliance with current State requirements, and to satisfy provisions of the Calderon Settlement Agreement. The vote was 5-0.

CEQA COMPLIANCE:

The action to adopt this Ordinance to amend Chapter 17.144 of 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: (i) the Ordinance is not a discretionary program pursuant to Public Resources Code Section 21080(a); (ii) the Ordinance is a ministerial project within the meaning of Public Resources Code Section 21080(b) since the Ordinance simply adopts or amends local regulations required to implement mandatory density bonus and water priority standards imposed by Government Code Sections 65915 and 65589.7, respectively; and (iii) the Ordinance is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. Qualified affordable housing development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Accordingly, 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 Sections 15061(b)(1), 15061(b)(2), and 15061(b)(3).

FISCAL IMPACT

No direct fiscal impact to the City. Implementation of the proposed changes will require additional staff time, the amount of which is expected to be minor.

RECOMMENDED ACTION

Staff recommends that the City Council adopt as a second reading the attached Ordinance (Attachment A) amending the City's "Affordable Housing" Chapter of the City's Zoning Ordinance according to the changes identified in the attached "track changes" version of the Ordinance (Exhibit 1 of Attachment A), and adopt the attached Resolution (Attachment B) adopting a City Water/Sewer Priority policy for affordable housing projects (Exhibit 1 of Attachment B).

ATTACHMENTS

- Attachment A: Ordinance amending the City's "Affordable Housing" Chapter of the City's Zoning Code.
 - Exhibit 1: Revised "Affordable Housing" Chapter in "track changes" format
- Attachment B: Resolution establishing water/sewer priority for certain affordable housing projects.
 - Exhibit 1: Policy for water/sewer priority for certain affordable housing projects

ATTACHMENT "A"

CITY OF ST. HELENA

ORDINANCE NO. _____

AMENDING CHAPTER 17.144 OF THE ST. HELENA MUNICIPAL CODE TO REVISE REGULATIONS FOR GRANTING DENSITY BONUSES AND/OR INCENTIVES OR CONCESSIONS FOR THE CONSTRUCTION OF CERTAIN HOUSING PROJECTS AFFORDABLE TO LOWER INCOME, VERY LOW INCOME, SENIOR HOUSEHOLDS AND TO PROVIDE FOR CITY TO GRANT PRIORITY FOR THE PROVISION OF WATER AND SEWER SERVICES TO SUCH DEVELOPMENTS.

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

SECTION 1: Findings. The City Council hereby determines that:

A. The State of California has declared that the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian is a priority of the highest order.

B. The State of California has declared that local and state governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community.

C. To facilitate housing needs for all economic segments of the community, the state requires cities and counties to adopt a density bonus program for certain affordable housing projects and to adopt a procedure for providing priority water and sewer services to such affordable developments.

D. Section 65915 of the California Government Code requires cities and counties to adopt local legislation to provide density bonuses and/or incentives or concessions for the construction of certain affordable housing projects in order to implement the requirements of state density bonus law.

E. The City has previously adopted a local density bonus program codified as Chapter 17.144 of the St. Helena Municipal Code.

F. Section 65589.7 of the California Government Code requires each public agency or private entity providing water or sewer services to grant a priority for the provision of these services to proposed developments that include housing units affordable to lower income households.

G. The City has previously enacted policy HE1.D as part of the 2009-2014 Housing Element of the General Plan to give projects that include affordable housing units priority access to water and sewer resources over other new projects should the capacity of the local water or sewer systems become inadequate to meet the full demand for new connections.

H. As part of its ongoing efforts to encourage the development of housing affordable to all segments of the community, the City has reviewed its density bonus program and water priority policies as they relate to affordable housing development and determined that some minor amendments are needed to fully conform with the applicable provisions of State law.

I. On November 18, 2014, the Planning Commission held a duly noticed public hearing to consider the proposed amendments to Chapter 17.144. At the conclusion of said hearing, the Planning Commission adopted Resolution No. ____ recommending that the City Council adopt this Ordinance.

J. On January 13, 2015 the City Council held a duly noticed public hearing to consider this Ordinance.

SECTION 2. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Chapter 17.144 of 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: (i) the Ordinance is not a discretionary program pursuant to Public Resources Code Section 21080(a); (ii) the Ordinance is a ministerial project within the meaning of Public Resources Code Section 21080(b) since the Ordinance simply adopts or amends local regulations required to implement mandatory density bonus and water priority standards imposed by Government Code Sections 65915 and 65589.7, respectively; and (iii) the Ordinance is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. Qualified affordable housing development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Accordingly, 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 Sections 15061(b)(1), 15061(b)(2), and 15061(b)(3).

SECTION 3. Amendment of Chapter 17.144. Chapter 17.144 of Title 17 of the St. Helena Municipal Code is hereby amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

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 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 13th day of January , 2015, and was adopted at a regular meeting of the St. Helena City Council on the 27th day of January, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

CITY OF ST. HELENA

Cindy Black, City Clerk

I, CINDY BLACK 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 13th day of January 2015. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 27th day of January , 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

EXHIBIT 1 OF ATTACHMENT A

Amendments to St. Helena Municipal Code Chapter 17.144

Chapter 17.144 AFFORDABLE HOUSING*

Sections:

- 17.144.010 Purpose.
- 17.144.020 Definitions.
- 17.144.030 Applicability.
- 17.144.040 Project requirements.
- 17.144.050 Application.
- 17.144.050 Waiver or reduction of development standards.
- 17.144.060 Land donation.
- 17.144.070 Parking.
- ~~* Prior history: Prior code §§ 27.310-27.312 and Ord. 02-6.~~
- 17.144.080 Priority for water and sewer services.

17.144.010 Purpose.

~~The purpose of this section is to satisfy chapter is to encourage the development of housing affordable to all segments of the community and to provide for incentives to defray the costs of providing affordable housing for very low, low, and moderate income households in the city of St. Helena. In enacting these provisions, the city expressly intends this chapter to satisfy the requirements of:~~ (1) Government Code Section 65915 and the City's Housing Element by specifying how the city shall provide density bonuses and other ~~/or~~ incentives or concessions for the construction of certain housing projects affordable to lower income, very low income, senior households, and for condominium and planned development projects, moderate income; ~~and~~ (2) Government Code Section 65589.7 and the City's Housing Element by specifying how the city will grant priority for the provision of water and sewer services to developments that include housing units affordable to lower income households. (Ord. 05-4 § 1 (part))

17.144.020 Definitions.

As used in this chapter:

“Concession or incentive” means and includes, but is not limited to, a modification of zoning code requirements such as reductions in lot size, frontage requirements, setbacks, yards, parking, or open space or fencing requirements; height increases; a modification of architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission; waivers, reductions or delay in improvement requirements (e.g., utility undergrounding, sidewalks, right-of-way dedication but not including curb-to-curb street width standards); monetary assistance, reductions or waivers of development fees, or provision of land to the extent that monetary assistance or land is available; approval of mixed use zoning in conjunction with the housing project if commercial, office, industrial or other land uses will reduce the cost of the housing development and if the commercial, office, industrial or other land uses are compatible with the housing project and the existing or planned development in the area in which the housing project will be located.

“Condominium project” is as defined in subdivision (f) of Section 1351 of the Civil Code.

“Density bonus,” except as applied to a condominium project or a senior housing development, means a density increase of at least twenty percent (20%) unless a lesser percentage is elected by the developer, over the otherwise maximum allowable residential density for the site under the applicable zoning district and land use element of the general plan. The amount of the density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in Section 17.144.030. For each one percent increase above ten percent (10%) in the percentage of units affordable to lower income households, the density bonus shall be increased by 1.5 percent up to a maximum of thirty-five percent (35%). For each one percent increase above five percent in the percentage of units affordable to very low income households, the density bonus shall be increased by 2.5 percent up to a maximum of thirty-six percent (36%). All density calculations resulting in fractional units shall be rounded up to the next whole number.

“Density bonus” for a condominium project in which at least ten percent (10%) of total units are reserved for moderate income households, is a density increase of at least five percent, unless a lesser percentage is elected by the developer, over the otherwise maximum allowable residential density for the site under the applicable zoning district and land use element of the general plan.

“Density bonus” for a senior housing development, as defined in Sections 51.3 and 51.12 of the California Civil Code or any successor statutes, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California Civil Code or any successor statutes, shall be twenty percent (20%) of the number of senior housing units, unless a lesser percentage is elected by the developer.

“Lower income households” is as defined by Section 50079.5 of the Health and Safety Code.

“Moderate income households” is as defined by Section 50093 of the Health and Safety Code.

"Planned development project" is as defined by subdivision (k) of Section 1351 of the Civil Code.

"Qualifying residents" is as defined in Section 51.3 of the Civil Code.

"Very low income households" is as defined by Section 50105 of the Health and Safety Code.
(Ord. 05-4 § 1 (part))

17.144.030 Applicability.

A. An applicant may request a density bonus and other concessions or incentives for a residential or residential mixed-use project of five or more units that satisfy one or more of the following criteria:

1. At least ten percent (10%) of total units are designated for lower income households;
2. At least five percent of the total units are designated for very low income households;
3. A senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code;
4. For a condominium project or planned development project only, at least ten percent (10%) of total units are designated for moderate income households.

~~B. Housing units designated for lower income households pursuant to Chapter 17.146 of this title shall not be included when determining whether the project conforms to the criteria described in subsection A of this section. (Ord. 05-4 § 1 (part))~~

17.144.040 Project requirements.

In addition to satisfying one or more of the criteria in Section 17.144.030 of this chapter, the housing project developer requesting a density bonus and/or other incentive or concession shall satisfy the following requirements:

- A. The designated units shall be comparable to the nondesignated units within the project. Location of designated units shall be at the city's discretion.
- B. The developer and/or owner shall enter into an agreement with the city to ensure the continuing affordability of units designated for low and very low income households. Where the city grants a density bonus or concessions or incentives, such agreement shall be for a term of thirty (30) years, or longer should the project financing so require.
- C. The developer and/or owner shall enter into an agreement with the city to ensure that the initial occupant of units in condominium projects and planned development projects directly related to the receipt of the density bonus shall be a person or family of moderate income. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The city council shall adopt a resolution establishing the method for determining how the city will recapture its proportionate share of appreciation which shall then be used within three years for any of the purposes described in subdivision (c) of Section 33334.2 of the Health and Safety Code that promote home ownership.
- D. Units designated for rent by lower income households shall be affordable at rents that do not exceed thirty percent (30%) of sixty percent (60%) of area median income. Units designated for rent by very low income households shall be affordable at rents that do not exceed thirty percent (30%) of fifty percent (50%) of the area median income.
- E. Units designated for purchase by low income or moderate income households shall be affordable according to limits established by the State Department of Housing and Community Development.
- F. The developer and/or property owner shall provide the city a yearly accounting of the total project units occupied and vacant, the total occupied and vacant units designated for low or very low income households, and rents charged. (~~Ord. 05-4 § 1 (part)~~)

17.144.050 Application.

A. To apply for a density bonus and ~~other~~ or incentives or concessions, the applicant may submit a proposal for specific incentives or concessions and may request a meeting with the city. The preliminary proposal shall provide the following information:

1. Preliminary sketch plan showing the context, location of buildings, and parking;
2. Number, type, and size of the housing units;

3. Any request for waiver of development standards;

4. Information satisfactory to the planning director to enable the city to determine the project cost per unit and whether the waiver or modification of otherwise applicable standards is necessary to: (i) provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code or any successor statute; (ii) provide for rents for the targeted units to be set as specified in subdivision (c) of Government Code section 65589.7 or any successor statute; or (c) otherwise make the housing units economically feasible. Such information may include capital costs, equity investment, debt service, projected revenues, operating expenses, and any other information deemed necessary by the planning director.

B. The city shall, within ninety (90) days of receipt of the preliminary written proposal, notify the developer in writing whether and in what manner the city shall grant a density bonus and incentives or concessions as follows:

Number of Concessions or Incentives	Percentage of Units for Very Low Income	Percentage of Units for Low Income	Percentage of Units for Moderate Income in a Condominium or Planned Development
1	5%	10%	10%
2	10%	20%	20%
3	15%	30%	30%

In addition to the foregoing, any developer who proposes to construct a housing development that conforms to the requirements of this chapter and includes a child care facility that will be located on the premises of, as part of, or adjacent to the project shall also be entitled to either an additional density bonus or an additional concession or incentive in accordance with the provisions of California Government Code section 65915(h) or any successor statute.

C. Alternatively, within ninety (90) days, the city council shall preliminarily find that:

1. The concession or incentive is not required in order to provide for affordable housing costs, as defined in Section 50025.2 of the Health and Safety Code or for rents for the targeted units to be set as specified in Section 17.144.040 of this chapter, or

2. The concession or incentive would have a specific, adverse impact upon public health and safety, or upon the physical environment, or upon real property listed in the California Register of Historical Resources and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households. For purposes of this paragraph, "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Such notification shall represent the joint recommendation of city staff charged with implementing this section; provided, however, that the city council, in acting on the project, may modify such recommendation.

D. In accordance with the provisions of California Government Code Section 65915(f) or any successor statute, a developer may elect to accept a lesser percentage of density bonus than the maximum specified in this chapter.

E. In accordance with the provisions of California Government Code Section 65915(f)(5) or any successor statute, the granting of a density bonus pursuant to this chapter shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.

DE. If the developer does not submit a written preliminary proposal, the developer shall submit a written proposal for specific incentive along with information described in subsection (A)(4) of this section (along with other materials required for application submittal) at the time a formal application is submitted. The decisionmaking decision making body shall either grant the density bonus and at least one additional concession/incentive requested by the developer or make one of the findings, based on substantial evidence, described in subsection (C)(1) or (2) of this section.

EG. The developer shall pay any fee(s), as established by resolution of the city council to implement this section, including but not limited to fees to process the request for a density bonus and/or other concessions or incentives; prepare contracts and other documents; and monitor contracts and documents for compliance. Fees shall be paid prior to building permit issuance unless otherwise established by resolution.

FH. Affordable units under this section shall be constructed at the same time as the market-rate units. The right to a density bonus or concession under this chapter shall not be transferred to another development. Where a developer proposes to simultaneously develop two or more parcels in the city, nothing in this section shall prohibit the council from using a density bonus and/or concession/incentive granted for one of the parcels on another of the multiple parcels. (Ord. 05-4 § 1 (part))

17.144.055 Waiver or reduction of development standards.

In addition to any density bonus and/or concessions or incentives granted pursuant to this chapter, a developer may also request that the city waive or reduce any development standard that has the effect of physically precluding the construction of a development meeting the criteria of this chapter at the densities or with the concessions or incentives permitted pursuant to this chapter in accordance with the provisions of California Government Code Section 65915(e) or any successor statute.

17.144.060 Land donation.

A. When an applicant voluntarily offers to donate land which is of sufficient developable acreage and with appropriate zoning classification to permit construction of units affordable to very low income households in accordance with this section, the applicant shall be entitled to a fifteen percent (15%) increase above the otherwise maximum allowable residential density. For each one percent increase above the minimum land donation described in subsection B of this section, the density bonus shall be increased by one percent, up to a maximum of thirty-five percent (35%).

B. The voluntary donation of land shall comply with the following criteria:

1. The land is transferred no later than the date of approval of the final subdivision map, parcel map, or residential development application.
2. The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than ten percent (10%) of the number of residential units of the proposed development. Housing units designated for very low income households pursuant to Chapter 17.146 of this title shall not be included when determining compliance with this section.
3. The transferred land is at least one acre or of sufficient size to permit development of at least forty (40) units, has the appropriate general plan designation, is appropriately zoned for development as affordable housing, and is or will be served by adequate public facilities and infrastructure.
4. The transferred land is within the boundary of the proposed development or, with the approval of the city council, within one-quarter mile of the boundary of the proposed development.

C. The applicant for a tentative subdivision map, parcel map, or other residential development approval wishing to donate land pursuant to Government Code Section 65915-(h) shall include in its application for development the following information:

1. The size of the parcel;
2. The amount of developable acreage;
3. A preliminary plan for the development of at least forty (40) units affordable to very low income households on the developable acreage;
4. A description of the public facilities and infrastructure that would serve the units;
5. The name of the public or private entity to which the land will be donated.

D. The city council shall approve, modify or disapprove the application to donate land in accordance with the requirements of this section and Government Code Section 65915(h).

E. Unless the construction of at least forty (40) units affordable to very low income households on the donated land are the subject of a separate development application, the units shall be considered a part of the application for a tentative subdivision map, parcel map, or other residential development for purposes of review under the California Environmental Quality Act and other state and local laws and regulations.

~~F. Government Code Section 65915(h) and this section shall not apply when land or housing units are donated or constructed pursuant to a city ordinance or general plan policy requiring the donation or dedication of land and/or the construction of housing units affordable to very low income households. (Ord. 05-4 § 1 (part))~~

17.144.070 Parking.

A. This section implements the provisions of Government Code Section 65915(p).

B. If a development is constructed with the vehicular parking ratios described in Government Code Section 65915(p)(1), and the parking ratios are less than otherwise required by the city, the applicant for development shall record a covenant against the property disclosing the difference between the parking ratios that have been used for the development and the city's requirements. ~~(Ord. 05-4 § 1 (part))~~

17.144.080 Priority for water and sewer services.

In accordance with the provisions of California Government Code Section 65589.7 or any successor statute, the city shall grant priority for the provision of water and sewer services to developments that include housing units affordable to lower income households in accordance with a written policy adopted by resolution of the city council.

ATTACHMENT B

RESOLUTION NO. 2014-__

CITY OF ST. HELENA

ESTABLISHING A POLICY AND PROCEDURE FOR GRANTING PRIORITY WATER AND SEWER SERVICES TO PROPOSED DEVELOPMENTS THAT INCLUDE AFFORDABLE HOUSING UNITS

RECITALS

1. The State of California has declared that the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian is a priority of the highest order.
2. The State of California has declared that local and state governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community.
3. Section 65589.7 of the California Government Code requires each public agency or private entity providing water or sewer services to grant a priority for the provision of these services to proposed developments that include housing units affordable to lower income households.
4. The City has previously enacted Policy HE1.D as part of the 2009-2014 Housing Element of the General Plan to give projects that include affordable housing units priority access to water and sewer resources over other new projects should the capacity of the local water or sewer systems become inadequate to meet the full demand for new connections.
5. To further facilitate housing needs for all economic segments of the community, the City Council of the City of St. Helena has adopted Ordinance No. ____ amending Chapter 17.144 of the St. Helena Municipal Code to encourage the development of affordable housing within the city.
6. Ordinance No. ____, among other things, adds Section 17.144.080 to Chapter 17.144 to implement Policy HE1.D by requiring the City to grant priority for the provision of water and sewer services to developments that include housing units affordable to lower income households in accordance with a written policy. This resolution is intended to establish that written policy.

RESOLUTION

The City Council of the City of St. Helena, State of California, does hereby resolve, determine, and find as follows:

- A. Incorporation of Recitals. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
- B. Compliance with CEQA. The City Council hereby finds that the adoption of this policy is exempt from the California Environmental Quality Act ("CEQA") because: (i) the Policy is not a discretionary program pursuant to Public Resources Code Section 21080(a); (ii) the Policy is a ministerial project within the meaning of Public Resources Code Section 21080(b) since the Ordinance simply adopts or amends local regulations required to implement mandatory water priority standards imposed by Government Code Section 65589.7; and (iii) the Policy is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. Qualified affordable housing development projects that are subject to CEQA are reviewed individually prior to issuance of building permit, and any impact on water or sewer services would be analyzed at that time. Accordingly, the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Policy may have a significant effect on the environment, and the Ordinance is exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(1), 15061(b)(2), and 15061(b)(3).
- C. Adoption of Policy. To comply with Government Code Section 65589.7 and to implement Housing Element Policy HE1.D, the City Council hereby adopts the policy and procedure for prioritizing water and sewer services to low income housing developments, attached hereto as Exhibit "1" and expressly made a part of this resolution by this reference.

Approved at a Regular Meeting of the St. Helena City Council on January 13, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

EXHIBIT 1 OF ATTACHMENT B

CITY OF ST. HELENA POLICY RELATED TO PRIORITY OF WATER AND SEWER SERVICE TO LOW-INCOME DEVELOPMENTS

PURPOSE:

To establish a policy and procedure to grant a priority for the provision of water and sewer services to proposed developments that include housing units affordable to lower income households pursuant to a mandate set forth in California Government Code Section 65589.7 or any successor statute.

POLICY:

In accordance with Section 17.144.080 of the St. Helena Municipal Code and California Government Code Section 65589.7 or any successor statute, priority for water and sewer services shall be given to proposed developments that include housing affordable to lower income households. Such priority shall be granted in accordance with the procedures set forth in this policy.

PROCEDURES:

1. Based upon availability of the water supply, as determined by the Director of Public Works pursuant to the City's water service system regulations (Chapter 13.04 of the St. Helena Municipal Code), the Director of Public Works or his/her designee shall ensure that priority for water and sewer services is given to proposed developments that include housing units affordable to lower income households. Notwithstanding the foregoing, this Policy and Procedure shall have no effect on any state or local regulations or restrictions relating to water shortage emergencies.
2. For the purposes of this Policy, "proposed developments that include housing affordable to lower income households" shall mean dwelling units that will be sold or rented to lower income households, as defined in California Health and Safety Code Section 50079.5 or any successor statute, at an affordable housing cost, as defined by California Health and Safety Code Section 50053 or any successor statute.
3. The City shall not deny or condition the approval of an application for services to, or reduce the amount of services applied for by, a proposed development that includes housing units affordable to lower income households, unless the City makes specific written findings that the denial, condition, or reduction is necessary due to the existence of one or more of the following:
 - a. The City: (i) does not have "sufficient water supply" as defined by California Government Code Section 66473.7(a)(2) or any successor statute; or (ii) is operating under a water shortage emergency as defined in California Water Code Section 350 or any successor statute and Chapter 13.04 of the St. Helena Municipal Code; or (iii) does not have sufficient water treatment or distribution capacity to serve the needs of the proposed development, as demonstrated by a written engineering analysis and report..
 - b. The City is subject to a compliance order issued by the State Department of Health Services that prohibits new water connections.

- c. The City does not have sufficient treatment or collection capacity, as demonstrated by a written engineering analysis and report on the condition of the City's sewer treatment or collection works, to service the needs of the proposed development.
- d. The City is under an order issued by a Regional Water Quality Control Board that prohibits new sewer connections.
- e. The developer has failed to agree to reasonable terms and conditions relating to the provision of service generally applicable to development projects seeking service from the City, including, but not limited to: (i) the requirements of local, state, or federal laws and regulations, or (ii) the payment of a fee or charge imposed pursuant to Government Code Section 66013 or any successor statute.

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Report to the City Council Meeting of January 27, 2015

Agenda Section: Consent

Subject: Consider second reading and adoption of whether to approve, deny, or approve with amendments the following changes, as proposed by the City of St Helena, to Title 17: "Zoning" of the City's Municipal Code:

- Add the following definitions to the "General Provisions and Definitions" Section 17.04 of the Municipal Code; Emergency Shelter, Supportive Housing, and Transitional Housing;
- Modify the "Agricultural (A-20)" and the "Agricultural Preserve (AP)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, and Agricultural Employee Housing consisting of up to 36 beds/or 12 units;
- Modify the "Low Density Residential (LR)", the "Low Density Residential 1 Acre Minimums (LR-1A)", the "Medium Density Residential (MR)", the "High Density Residential (HR)", and the "Woodland and Watershed (WW)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, Agricultural Employee housing for 6 or fewer employees, and allow Single Room Occupancy Housing as a permitted use in the High Density Residential (HR) District;
- Modify the "Service Commercial (SC)" Zoning District to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only within a Mixed Use project), and Transitional Housing (limited to upper floors only within a Mixed Use project).
- Modify the "Business and Professional Office (BPO)" and the "Central Business (CB) District" to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only) and Transitional Housing (limited to upper floors only);
- Modify the "Industrial"(I), "Business and Professional Office (BPO)", and "Service Commercial (SC)" Zoning Districts to allow Emergency Shelters as a Permitted Use;
- Add Chapter 17.200 to the Zoning Code providing a procedure to allow for "Reasonable Accommodation" for persons with disabilities seeking equal access to housing under Federal and State fair housing requirements.

Prepared By: Victor Carniglia, Planning Consultant

Approved By: Jennifer Philips, City Manager

BACKGROUND

On January 13, 2015 the City Council held a public hearing, considered all testimony, and on a first reading adopted an Ordinance Amendment modifying the list of allowable uses within the majority of the City's Zoning Districts, and added a section to the Zoning Code to provide "reasonable accommodation" for those with disabilities seeking adequate and appropriate housing for themselves. The proposed changes are necessary to address State Housing Element requirements and changes in State law.

CEQA COMPLIANCE:

The action to adopt the proposed changes to the City Zoning Ordinance is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because: (i) the Ordinance is not a discretionary program pursuant to Public Resources Code Section 21080(a); (ii) the Ordinance is a ministerial project within the meaning of Public Resources Code Section 21080(b) since the Ordinance simply adopts or amends local regulations required to implement mandatory State requirements; and (iii) the Ordinance is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. Qualified affordable housing development projects that are subject to CEQA are reviewed individually prior to issuance of building permit. Accordingly, 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 Sections 15061(b)(1), 15061(b)(2), and 15061(b)(3).

FISCAL IMPACT

No direct fiscal impact to the City. Implementation of the proposed changes will require additional staff time, the amount of which is expected to be minor.

RECOMMENDED ACTION

Staff recommends that the City Council adopt at a second reading the attached Ordinance amending the City's Zoning Ordinance as described in this staff report and as contained in Attachment A.

ATTACHMENTS

A: Ordinance amending the City's Zoning Ordinance

CITY OF ST. HELENA

ORDINANCE NO. 2015-____

AMENDING TITLE 17 (ZONING) OF THE ST. HELENA MUNICIPAL CODE BY AMENDING SECTIONS 17.04.160, 17.20.020, 17.20.030, 17.28.020, 17.28.030, 17.32.020, 17.36.020, 17.40.020, 17.40.030, 17.44.020, 17.44.030, 17.48.030, 17.52.020, 17.56.030, 17.60.020, 17.64.020 AND BY ADDING CHAPTER 17.200 TO IMPLEMENT PROGRAMS HE1.E, HE1.Q, HE1.R, HE1.S, HE4.K, AND HE4.I OF THE 2009 CITY OF ST. HELENA HOUSING ELEMENT

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

SECTION 1: Findings.

- A. On December 16, 2014, the Planning Commission adopted a resolution recommending to the City Council that various text amendments be made to Title 17 (zoning) of the St. Helena Municipal Code.
- B. The City Council held a duly noticed public hearing on January 13, 2015, and has heard and considered all public testimony on the proposed Ordinance.
- C. The City Council finds that all notices and procedures required by law attendant to the adoption of this Ordinance have been followed.
- D. The City Council finds that the amendment actions made by the Ordinance are necessary for the protection of the public health, safety and welfare.
- E. The City Council finds that the amendments made by this Ordinance are consistent with the goals and policies of the St. Helena General Plan and other adopted ordinances and regulations of the City of St. Helena.

SECTION 2: Section 17.04.160 "Definitions" of Chapter 17.04 "General Provisions and Definitions" of the St. Helena Municipal Code is amended by adding new definitions to read as follows:

"Agricultural employee" means a person engaged in agriculture, as defined in California Labor Code Section 1140.4.

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person.

"Single room occupancy housing" means multi-unit housing that consists of single room dwelling units rented for at least thirty days in which all living activities occur within a single room.

"Supportive housing" means housing with no limit on length of stay that is occupied by a target population, as defined in California Health and Safety Code §50675.14, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or health status, and maximizing his or her ability to live and, when possible, work in the community.

"Transitional housing" means rental housing operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

SECTION 3: Section 17.20.020 "Permitted uses" and Section 17.20.030 "Conditional uses" of Chapter 17.20 "Twenty-Acre Agriculture (A-20) District" of the St. Helena Municipal Code are amended to read as follows (additions shown by underline and deletions by strikethrough):

17.20.020 Permitted uses.

The following are the permitted uses in the A-20 district:

- A. One single-family dwelling per parcel in existence on October 1, 1993, consistent with the development standards and density regulations of the agriculture general plan land use designation;
- B. Cultivated agriculture including, but not limited to, farming, pasturage, horticulture, floriculture and viticulture; retail sales area in excess of two hundred (200) square feet regulated by use permit;
- C. Animal husbandry and livestock farming; provided, that not more than one horse, one mule, one cow, one steer or similar large animal shall be kept for each one-half acre of area;
- D. One second unit, as defined in Section 17.04.160, and consistent with the provisions of Section 17.116.030;
- E. Accessory buildings or structures without toilet plumbing or cooking facilities, consistent with the provisions of Section 17.116.010;
- F. One short-term rental per parcel, as defined in Section 17.04.160, and consistent with the provisions of Chapter 17.134;

G. Agricultural employee housing of up to 36 beds in group quarters or 12 units or spaces designed for use by a single family or household pursuant to California Health and Safety Code Section 17021.6;

H. Supportive housing, consistent with the development standards and density regulations of the agriculture general plan land use designation;

I. Transitional housing, consistent with the development standards and density regulations of the agriculture general plan land use designation;

J. Other similar uses found consistent with the general plan and the A-20 district pursuant to Chapter 17.08.17.20.030 Conditional uses.

The following list of uses require approval of a use permit as regulated by Chapter 17.168. Approval of a use permit is subject to finding the use consistent with the policies of the general plan and the purpose of the A-20 district:

A. More than one single-family dwelling per parcel in existence on October 1, 1993; provided that the density and development standards of the A-20 District shall be observed;

B. An accessory building or structure with toilet plumbing and/or cooking facilities, and consistent with the provision of Section 17.116.030;

C. Buildings for agriculture-related uses on existing or proposed parcels;

D. Facilities for the processing of agricultural products primarily produced on the premises; excluding large wineries;

E. Hog farms, dairies, commercial poultry farms and egg ranches;

F. Roadside stands which exceed two hundred (200) square feet in floor area and/or the sale of agricultural products not produced on the premises;

G. Kennels, veterinarian hospitals and clinics, public and private stables, riding academies; commercial and agricultural nurseries;

~~H. Farm labor housing for transient labor or agricultural employees in excess of the density limitations of the district~~ Agricultural employee housing not expressly permitted in Section 17.020.20;

I. Other similar uses found consistent with the general plan and the A-20 district pursuant to Chapter 17.08;

J. Flag lot development subject to the provisions of Chapter 17.112.

K. Small wineries subject to the provisions of Chapter 17.180.

~~* Farm labor supply employee housing as defined by the state of California,
Department of Housing and Community Development.~~

SECTION : Section 17.28.020 "Permitted Uses" and Section 17.28.030 "Conditional Uses" of Chapter 17.28 "Agricultural Preserve (AP) District" of the St. Helena Municipal Code are amended to read as follows (additions shown by underline and deletions by strikethrough):

17.28.020 Permitted uses.

The following are the permitted uses in the AP district:

A. Agriculture;

B. One single-family dwelling unit per legal lot.

E. Agricultural employee housing up to 36 beds in group quarters or 12 units or spaces designed for use by a single family or household pursuant to California Health and Safety Code Section 17021.6;

F. Supportive housing;

G. Transitional housing.

17.28.030 Conditional uses.

The following list of uses require approval of a use permit as regulated by Chapter 17.168. Approval of a use permit is subject to finding the use consistent with the policies of the general plan and the purpose of the AP district.

A. Farmworker housing and seasonal farm labor camps not expressly permitted in Section 17.28.020;

B. Facilities, other than wineries, for the processing of agricultural products grown or raised on the same parcels or contiguous parcels under the same ownership;

C. Kennels and veterinary facilities;

D. Feed lots;

E. Noncommercial wind energy and conversion systems;

F. On-site reclamation and disposal of treated wastewater generated by the city's public wastewater treatment facilities;

G. Any and all of the following uses provided that, in the aggregate, such uses are clearly incidental, related and subordinate to the primary operation of the city's treated wastewater reclamation and disposal facilities:

1. Office and laboratory uses,
2. Marketing of treated and reclaimed wastewater and agricultural products produced upon the premises;

H. Public outdoor parks and recreation facilities compatible with agriculture, but excluding golf courses and tennis courts.

SECTION 5: Section 17.32.020 "Permitted uses" of Chapter 17.32 "Low Density Residential (LR) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

7.32.020 Permitted uses.

The following are the permitted uses in the LR district:

- A. Remodeling or reconstruction of one single-family dwelling;
- B. New construction of one single-family dwelling on parcels where the minimum density is 1.99 units or less;
- C. Day care facility serving six or fewer children;
- D. Intermediate care facility or developmentally disabled nursing facility serving six or fewer persons;
- E. The installation of mobile homes constructed and/or purchased after October 1976, and certified under the National Mobile Home Construction of Safety Standards Act of 1974 (42 USC Section 5401 et seq.) on a foundation system pursuant to Section 18551 of the Health and Safety Code shall be permitted in accordance with the following conditions:
 1. To be occupied only as a single-family residential use,
 2. To be subject to all provisions of the zoning ordinance applicable to conventionally built dwellings,
 3. To be attached to a permanent foundation system in compliance with all applicable building regulations,

4. To be covered with an exterior material customarily used on conventionally built dwellings extending to the top of the foundation,

5. To have parapet walls or roofs which utilize shingle or other materials customarily used on conventionally built dwellings;

F. Residential facility serving six or fewer persons;

G. One second unit, as defined in Section 17.04.160, and consistent with the provisions of Section 17.116.030;

H. Accessory buildings or structures without toilet plumbing or cooking facilities, consistent with the provisions of Section 17.116.010;

I. One short-term rental per parcel, as defined in Section 17.04.160, and consistent with the provisions of Chapter 17.134.

J. Supportive housing;

K. Transitional housing;

L. Agricultural employee housing providing accommodations for six or fewer employees.

J. Other similar uses found consistent with the general plan and the LR district pursuant to Chapter 17.08. (Ord. 07-5 § 2 (part): Ord. 05-4 § 1 (part): Ord. 03-4 § 5: prior code § 27.41)

SECTION 6: Section 17.36.020 "Permitted uses" of Chapter 17.36 "Low Density Residential One Acre Minimum (LR-1A) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.36.020 Permitted uses.

The following are the permitted uses in the LR-1A districts:

A. Day care facility serving six or fewer children;

B. Intermediate care facility or developmentally disabled nursing facility serving six or fewer persons;

C. The installation of mobile homes constructed and/or purchased after October 1976, and certified under the National Mobile Home Construction of Safety Standards Act of 1974 (42 U.S.C. Section 5401, et seq.), on a foundation system pursuant to Section 18551 of the Health and Safety Code shall be permitted in accordance with the following conditions:

1. To be occupied only as a single-family residential use,
 2. To be subject to all provisions of the zoning ordinance applicable to conventionally built dwellings,
 3. To be attached to a permanent foundation system in compliance with all applicable building regulations,
 4. To be covered with an exterior material customarily used on conventionally built dwellings extending to the top of the foundation,
 5. To have parapet walls or roofs which utilize shingle or other materials customarily used on conventionally built dwellings;
- D. One detached single-family dwelling per parcel;
- E. Residential facility serving six or fewer persons;
- F. One second unit, as defined in Section 17.04.160, and consistent with the provisions of Section 17.116.030;
- G. Accessory buildings or structures without toilet plumbing or cooking facilities, consistent with the provisions of Section 17.116.010;
- H. One short-term rental per parcel, as defined in Section 17.04.160, and consistent with the provisions of Chapter 17.134;
- I. Supportive housing;
- J. Transitional housing;
- K. Agricultural employee housing providing accommodations for six or fewer employees;
- L. Other similar uses found consistent with the general plan and the LR north district pursuant to Chapter 17.08. (Ord. 03-4 § 8: prior code § 27.4.51)

SECTION 7: Section 17.40.020 “Permitted uses” and Section 17.040.030 “Conditional uses” of Chapter 17.40 “Medium Density Residential (MR) District” of the St. Helena Municipal Code are amended to read as follows (additions shown by underline and deletions by strikethrough):

17.40.020 Permitted uses.

The following are the permitted uses in the MR district:

- A. Remodeling or reconstruction of one single-family dwelling on a parcel of record;
- B. New construction of one single-family dwelling on parcels where the minimum density is 1.99 units or less;
- C. Day care facility serving six or fewer children;
- D. Intermediate care facility or developmentally disabled nursing facility serving six or fewer persons;
- E. Residential facility serving six or fewer persons;
- F. The installation of mobile homes constructed and/or purchased after October 1976, and certified under the National Mobile Home Construction of Safety Standards Act of 1974 (42 USC Section 5401 et seq.) on a foundation system pursuant to Section 18551 of the Health and Safety Code shall be permitted in accordance with the following conditions:
 - 1. To be occupied only as a single-family residential use,
 - 2. To be subject to all provisions of the zoning ordinance applicable to conventionally built dwellings,
 - 3. To be attached to a permanent foundation system in compliance with all applicable building regulations,
 - 4. To be covered with an exterior material customarily used on conventionally built dwellings extending to the top of the foundation,
 - 5. To have parapet walls or roofs which utilize shingle or other materials customarily used on conventionally built dwellings;
- G. One second unit, as defined in Section 17.04.160, and consistent with the provisions of 17.116.030;
- H. Accessory buildings or structures without toilet plumbing or cooking facilities, consistent with the provisions of 17.116.010;
- I. One short-term rental per parcel, as defined in Section 17.04.160, and consistent with the provisions of Chapter 17.134.
- L. Supportive housing;
- M. Transitional housing;

N. Agricultural employee housing providing accommodations for six or fewer employees.

JO. Other similar uses found consistent with the general plan and the MR district pursuant to Chapter 17.08. (Ord. 07-5 § 2 (part); Ord. 05-4 § 1 (part); Ord. 03-4 § 11; prior code § 27.51)

17.40.030 Conditional uses.

The following uses require approval of a use permit as regulated by Chapter 17.168:

A. New construction of one single-family dwelling on parcels where the minimum density is 2.0 units or greater, pursuant to Section 17.40.060;

B. New attached duplex or triplex units or conversion of an existing single-family dwelling to duplex or triplex, compatible with the design and architecture of the neighborhood and consistent with the density and floor area ratio of the district;

~~CB.~~ An accessory building or structure with toilet plumbing and/or cooking facilities, and consistent with the provision of Section 17.116.030;

~~DC.~~ Bed and breakfast inns when located in an existing residential dwelling subject to the provisions of Chapter 17.132;*

~~ED.~~ Flag lot development subject to the provisions of Chapter 17.112;

~~FE.~~ Small lot development meeting the standards of Chapter 17.112 limited to one primary unit per lot;

~~GF.~~ Day care facility serving seven or more children;

~~HG.~~ Intermediate care facility or developmentally disabled nursing facility serving seven or more persons;

~~IH.~~ Residential facility serving seven or more persons;

J. Residential condominium or townhouse dwelling projects subject to the provisions of Chapter 17.112; provided, that the density and development standards of the MR district shall be observed. The minimum lot size of the MR district shall not apply to an individual dwelling lot, airspace unit or common area lot in a condominium project;

~~KI.~~ Utility substations;

LJ. Other similar uses found consistent with the general plan and the MR district pursuant to Chapter 17.08.

* Note: The city has established a limit on the number of transient occupancy rooms permitted in the city.

SECTION 8: Section 17.44.020 "Permitted uses" and Section 17.44.030 "Conditional uses" of Chapter 17.44 "High Density Residential (HR) District" of the St. Helena Municipal Code are amended to read as follows (additions shown by underline and deletions by strikethrough):

17.44.020 Permitted uses.

The following are the permitted uses in the HR district:

- A. Remodeling or reconstruction of one single-family dwelling;
- B. New construction of one single-family dwelling on parcels where the minimum density is 1.99 units or less;
- C. Multiple-family dwellings, apartments and dwelling groups containing four units or less-consistent with the density requirements of this chapter;
- D. Day care facility serving six or fewer children;
- E. Intermediate care facility or developmentally disabled nursing facility serving six or fewer persons;
- F. Residential facility serving six or fewer persons;
- G. The installation of mobile homes constructed and/or purchased after October 1976, and certified under the National Mobile Home Construction of Safety Standards Act of 1974 (42 USC Section 5401, et seq.) on a foundation system pursuant to Section 18551 of the Health and Safety Code shall be permitted in accordance with the following conditions:
 - 1. To be occupied only as a single-family residential use,
 - 2. To be subject to all provisions of the zoning ordinance applicable to conventionally built dwellings,
 - 3. To be attached to a permanent foundation system in compliance with all applicable building regulations,

- 4. To be covered with an exterior material customarily used on conventionally built dwellings extending to the top of the foundation,
- 5. To have parapet walls or roofs which utilize shingle or other materials customarily used on conventionally built dwellings;
- H. One second unit, as defined in Section 17.04.160, and consistent with the provisions of 17.116.030;
- I. Accessory buildings or structures without toilet plumbing or cooking facilities, consistent with the provisions of 17.116.010;
- J. One short-term rental per parcel, as defined in Section 17.04.160, and consistent with the provisions of Chapter 17.134.
- L. Single room occupancy housing;
- M. Supportive housing;
- N. Transitional housing;
- O. Agricultural employee housing providing accommodations for six or fewer employees.
- ~~KP.~~ Other similar uses found consistent with the general plan and the HR district pursuant to Chapter 17.08. (Ord. 07-5 § 2 (part): Ord. 05-4 § 1 (part): Ord. 03-4 § 14: prior code § 27.61

7.44.030 Conditional uses.

The following uses require approval of a use permit as regulated by Chapter 17.168:

- A. New construction of one single-family dwelling on parcels where the minimum density is two units or greater, pursuant to Section 17.44.060;
- B. Multiple-family dwellings, apartments and dwelling groups containing more than four units;
- GB. Small lot development meeting the standards of Chapter 17.112;
- DC. Flag lot development subject to the provisions of Chapter 17.112;
- ED. An accessory building or structure with toilet plumbing and/or cooking facilities, and consistent with the provision of Section 17.116.030;

F. Residential condominium or townhouse projects subject to the provisions of Chapter 17.112; provided, that the density and development standards of the HR district shall be observed. The minimum lot size of the HR district shall not apply to an individual dwelling lot, airspace unit or common area lot in a condominium project;

GE. Bed and breakfast inns when located in an existing residential dwelling subject to the provisions of Chapter 17.132;*

HF. Utility substations;

IG. Day care facility serving seven or more children;

JH. Intermediate care facility or developmentally disabled nursing facility serving seven or more persons;

KI. Residential facility serving seven or more persons;

LJ. Other similar uses found consistent with the general plan and the HR district pursuant to Chapter 17.08.

* Note: The city has established a limit on the number of transient occupancy rooms permitted in the city.

SECTION 9: Section 17.48.030 "Conditional uses" of Chapter 17.48 "Central Business (CB) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.48.030 Conditional uses.

The following list of uses require approval of a use permit as regulated by Chapter 17.168. A use permit is also required for a business which consists of two or more of the permitted uses listed in Section 17.48.020. Approval of a use permit is subject to finding the use consistent with the policies of the general plan and the purpose of the CB zoning district. When a use permit is considered for a use in the CBD, the standard use permit findings included in Section 17.168.050 shall be made to determine consistency of the use with the policies of the general plan and the purpose of the CB zoning district:

Antique store;

Art gallery;

Bakery, limited to products baked on premises subject to the following:

1. Seating permitted only as accessory to the primary bakery use and subject to the on-site parking requirements of Chapter 17.124;
2. Excluding the sale of snack foods prepared off premises;
3. Regulations as specified in Section 17.48.090;

Barber shop/beauty shop, including manicures, pedicures, make-up, facials, waxing, electrolysis, piercing, massage, and tanning when accessory to the primary use of hairstyling;

Catering establishments;

Cleaners;

Clothing store, limited to the sale of new clothing and clothing accessories;

Consignment shop;

Delicatessen as regulated by Section 17.48.090(C);

Department store;

Drinking establishments serving alcoholic and/or nonalcoholic beverages as regulated by Section 17.48.090(C), provided the following are not allowed:

1. Establishments serving customers within their vehicles on the premises or preparing beverages or food intended for consumption within their vehicles on the premises,
2. Establishments primarily preparing beverages or food for consumption off the premises,
3. Music or entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music or entertainment is being performed,
4. Drive-in or walk-up window for take-out service;

Eating and drinking establishments as regulated by Section 17.48.090(C), provided the following are not allowed:

1. Establishments serving customers within their automobiles on the premises or preparing food intended for consumption within their automobiles on the premises,
2. Establishments primarily preparing food for consumption off the premises,
3. Music or entertainment which is not accessory to the approved use and/or audible beyond the confines of the building in which such music or entertainment is being performed,
4. The addition of on-site general liquor sales to any existing eating establishment when the operation of the eating place has been in violation of any city ordinance or any conditions of a use permit within the preceding two years and the premises do not conform in all respects with municipal code requirements,
5. Drive-in or walk-up window for take-out service,
6. Formula or take-out food establishments;*

Farmers' market;

Foodstore, no seating permitted;

Formula business. "Formula business" (not including formula restaurants, which are prohibited) means a business which is required by contractual or other arrangement to maintain any of the following: standardized services, decor, uniforms, architecture, signs or other similar features. This shall include, but not be limited to, retail sales and service, visitor accommodations, wholesale and industrial operations;

Furniture store, new and unfinished;

Health clubs;

Home furnishings stores, limited to establishments engaged in the retail sale of such items as china, glassware, and metalware for kitchen and table use; bedding and linen; brooms and brushes; lamps and shades; mirrors and pictures; carpets and rugs; and window coverings;

Hotel, rental of rooms limited to upper floors;**

Ice cream, frozen yogurt and shaved ice shops as regulated by Section 17.48.090(C) including sale of these items as accessory to an approved food establishment;

Interior decorating shop;

Jewelry store, provided the business includes on-premises repair;

Laundromat;

Laundry;

Liquor store;

Market;

Massage salon;

Miscellaneous food establishments with no seating where food is not prepared for immediate consumption;

Off-site winery offices with nonpublic wine tasting. Tasting of wine may be offered to wine distributors and wine merchants;

Parking facilities when not required to serve an approved use;

Pawnshops, subject to police chief review of information included in state or local statutes;

Real estate services when located on the first floor with access and frontage on Main Street;

Residential units, limited to upper floors only for nontransient occupancy;

Service station, pursuant to Section 17.136.080;

Spa;

Supportive housing, limited to upper floors only;

Tanning salon;

Tattoo and/or piercing salon;

Theaters, movie and legitimate;

Transitional housing, limited to upper floors only;

Used merchandise store;

Variety store;

Wine shops. "Wine shops" are establishments that purchase and sell wines from multiple wineries and distributors. Wines may be made in other counties in California, other states or other countries. Incidental wine tastings may occur in wine shops. Wine shops are not owned by wineries and must possess a Type 20, 21, or 42 license from ABC;

Winery tasting rooms. "Winery tasting rooms" are establishments that sell wines on behalf of one or more wineries and enable consumers to taste wine (with and without charge) as a regular part of the sales process. The wines for tasting and for sale must be made from a minimum of seventy-five percent (75%) Napa Valley grapes and must be labeled Napa Valley or be a subappellation of the Napa Valley. The permit requires a Type 02 ABC license. Food may be provided if it is at no cost to the consumer, is made off-premises and the facilities are approved by Napa County Environmental Management;

Other similar uses found consistent with the general plan and the CB district pursuant to procedures in Chapter 17.08.

* Note: The city has established a limit on the number of eating and drinking establishments within such establishments as listed in the regulated food and beverage establishments inventory. This inventory may be amended by action of the city council.

** Note: The city has established a limit on the number of transient occupancy rooms permitted in the city to those existing or approved on September 28, 1993, as listed in the hotel, motel, and B&B inventory. This inventory may be amended by action of the city council.

SECTION 10: Section 17.52.020 "Permitted uses" of Chapter 17.52 "Service Commercial (SC) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.52.020 Permitted uses.

The following uses are permitted in the SC district within usable floor areas of two hundred (200) square feet or greater. A use permit shall be required when a business consists of two or more of the following permitted uses:

Accounting, auditing, and bookkeeping;
Appliance store;
Architectural office;
Audio-visual store;
Auditing office;
Auto supply store;
Automatic bank teller;
Automotive services, including repair;
Bakery, commercial baking only with no retail sales or seating;
Boat sales and service;
Bookkeeping services;
Cabinet shop;
Camera and photo supply store;
Catering establishments, no retail sales;
Cleaning and janitorial services;
Commercial art/photography service;
Computer and data processing services, including retail sales;
Credit institution;
Credit union office;
Dance studios and schools;
Engineering, architectural and surveying services;
Engraving services;
Emergency shelter;

Feed store;

Florist;

Frame shop;

Fruit and vegetable market;

Glazing businesses;

Graphic design services;

Hardware store;

Hobby store;

Home health care equipment and services;

Insurance agents, brokers and service;

Legal services;

Locksmith;

Luggage store;

Media representatives;

Medical offices;

Music recording studio;

Nail salon;

Newspaper distribution facilities, no retail sales;

Office use, local-serving business and professional offices; off-site winery offices are permitted with no wine tasting;

Opticians and optometrist shop, including repair;

Paint, glass and wallpaper store;

Painting contractor/services;

Party supplies and service;

Personnel services;

Pet store, services, supplies;

Plumbing and contractor/services;

Printing and copy service;

Real estate services;

Repair shops, excluding the repair of heavy equipment;

Residential units, upper floor only in conjunction with a mixed use project;

Reupholstery and furniture repair;

Saddle and equestrian store and repair;

Saw, knife and tool sharpening shops;

Secretarial, mail, message and postal services;

Security services;

Shoe repair;

Sign maker;

Sporting goods store;

Supportive housing, upper floor only in conjunction with a mixed use project;

Surveyor;

Telephone center, including sales and maintenance;

Title company;

Towing services;

Transitional housing, upper floor only in conjunction with a mixed use project;

Travel agency;

Trophy shop;

Used merchandise stores, including clothing;

Veterinary services without overnight boarding of animals;

Video rental store, including the sale and rental of VCR equipment, video tapes, promotional posters related to the video tapes which are for sale or lease, laser discs, and sale of pre-packaged snack foods not involving preparation or refrigeration on premises;

Other similar uses found consistent with the general plan and the SC district pursuant to Chapter 17.08.

SECTION 11: Section 17.56.030 "Conditional uses" of Chapter 17.56 "Business and Professional Office (BPO) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.56.030 Conditional uses.

The following list of uses require approval of a use permit as regulated by Chapter 17.168:

Child care services;

Electric and gas utilities;

Health club and fitness centers;

Nursing and personal care facilities;

Off-site winery offices with nonpublic wine tasting. Tasting of wine may be offered to wine distributors and wine merchants;

Parking facilities when not required to serve an approved use;

Public and quasi-public noncommercial uses (open to the public but privately owned), buildings and facilities of an administrative, educational, religious, cultural, communications or public service nature;

Research and development laboratories;

Residential units, limited to upper floors;

Sanitary services;

Schools and educational services;

Social halls, lodges, fraternal organizations and clubs when owned and operated by nonprofit organizations;

Supportive housing, limited to upper floors;

Transitional housing, limited to upper floors;

Other similar uses found consistent with the general plan and the BPO district pursuant to Chapter 17.08.

SECTION 12: Section 17.60.020 "Permitted uses" of Chapter 17.60 "Industrial (I) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.60.020 Permitted uses.

The following uses are permitted within the district, except that new uses or expansion of existing uses proposed for industrial property that is located adjacent to property zoned for residential use shall require a use permit, as defined in Section 17.60.030.

Building material display rooms;

Carpentry, cabinet and sign shops;

Catering establishments including retail sales of items prepared on the premises;

Commercial laundries, rug cleaners;

Contractors' offices and yards;

Crop services;

Dry cleaners;

Emergency shelter;

Farm equipment sales and repair;

Feed, grain and farm supplies, including the bulk sale of pesticides, herbicides and fertilizers;

Laboratories and related facilities for research, experimentation, testing and product development when conducted entirely within an enclosed building and does not involve the use of hazardous substances;

Landscape services;

Machinery repair shops;

Mini-storage facilities;

Printing and copy services;

Rental businesses, including equipment, vehicles and party services;

Reupholstery and furniture repair;

Saddle and equestrian store and repair;

Security services;

Sign shop;

Small equipment repair, including, but not limited to: chain saws, lawn mowers, outboard motors, hedge trimmers and power generators;

Small recycling centers (not more than five hundred (500) square feet) including mobile recycling units, nonprofit drop-off facilities and reverse vending machines;

Technology information services;

Warehouse and wholesale businesses, excluding retail sales;

Welding supply shop;

Well drilling shops;

Wood yards;

Other similar uses found consistent with the general plan and the I district pursuant to Chapter 17.08.

SECTION 13: Section 17.64.020 "Permitted uses" of Chapter 17.64 "Woodlands and Watershed (WW) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.64.020 Permitted uses.

- A. Uses that were legally established prior to the effective date hereof;
- B. The following uses, subject to design review and the standards of Section 17.64.060:
1. One single-family dwelling,
 2. One accessory building or structure without plumbing,
 3. Noncommercial horticulture and gardening,
 4. Supportive housing,
 5. Transitional housing,
 6. Agricultural employee housing providing accommodations for six or fewer employees;
- C. One second unit, consistent with the provisions of Section 17.116.030 and the following design and development criteria:
1. The building must be located within the building envelope approved for the main residence.
 2. The building may not be located on a slope greater than ten percent (10%);
 3. No trees may be removed. The applicant must submit a tree survey map with the building permit application;
 4. The building may not be located within fifty (50) feet of a class III stream, within seventy-five (75) feet of a class II stream, or within one hundred (100) feet of a class I stream. The applicant must submit a stream classification study, completed by a qualified professional, with the building permit application;
 5. The applicant must submit a biological survey, completed by a qualified professional, to insure that no rare or endangered plant or animal species are present in or adjacent to the proposed building footprint. This survey must be submitted with the building permit application;
 6. The applicant must submit a grading and drainage plan, completed by a qualified professional, to insure that the location of the building will not

create a significant adverse impact on the drainage patterns on the property, as determined by the director of public works. This plan must be submitted with the building permit application;

7. The applicant must submit documentation to insure that there are adequate septic/sewer facilities and water to serve the accessory unit;

D. Tree/shrub/scrub trimming/clearing within fifty (50) feet of buildings, as needed to comply with fire safety standards adopted by the city council;

E. Provided there are no significant impacts on erosion, wildlife habitat and visual character, earth movement activities and trimming or clearing of trees, shrubs or scrub are permitted as approved in advance by the city planner, city engineer or planning commission;

F. Animal husbandry, except horses and cattle provided:

1. The noise created by the animals does not raise the ambient sound level at the property boundary by five dBA,

2. The animals' care and keeping does not create any "nuisance" or "health hazard," as defined by the Napa County department of environmental health.

SECTION 14: Chapter 17.200 "Reasonable Accommodation" is hereby added to Title 17 of the St. Helena Municipal Code is to read as follows:

Chapter 17.200
REASONABLE ACCOMMODATION

17.200.010 Purpose.

This chapter provides a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) in the application of zoning laws and other land use regulations, policies and procedures.

17.200.020 Applicability.

A request for reasonable accommodation may be made by any person with a disability, their representative or any entity, when the application of a zoning law or other land use regulation, policy or practice acts as a barrier to fair housing opportunities. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This article is intended to apply to those persons who are defined as disabled under the Acts.

A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice. Requests for reasonable accommodation shall be made in the manner prescribed in section 17.200.030.

17.200.030 Application requirements.

A. Application. Requests for reasonable accommodation shall be submitted on an application form provided by the planning department, or in the form of a letter, to the planning director and shall contain the following information:

1. The applicant's name, address and telephone number.
2. Address of the property for which the request is being made.
3. The current actual use of the property.
4. The basis for the claim that the individual is considered disabled under the Acts.
5. The zoning code provision, regulation or policy that is the subject of the applicant's requested reasonable accommodation, and a narrative and graphic (where applicable) description of the specific accommodation requested.
6. Why the reasonable accommodation is necessary to make the specific property accessible to the individual.

B. Review with other land use applications. If the project for which the request for reasonable accommodation is being made requires one or more discretionary approvals (including, but not limited to, conditional use permit, site plan and architectural review, encroachment permit, etc.), then the applicant shall file the information required by subsection A above, together for concurrent review with the application for discretionary approval.

17.200.040 Review authority.

A. Planning director. Requests for reasonable accommodation shall be reviewed by the planning director if no discretionary permit approval is required other than the request for reasonable accommodation.

B. Other review authority. Requests for reasonable accommodation submitted for concurrent review with another discretionary permit application shall be reviewed by the review authority reviewing the discretionary permit application.

17.200.050 Review procedure.

A. Planning director review. The director shall make a written determination within forty-five days and either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with section 17.200.060. The director shall mail a notice of a request for reasonable accommodation to contiguous owners of property, as shown on the latest equalized Napa County assessment roll, but may include other property owners as determined by the director. Said notice shall be mailed at least ten days prior to making a determination.

B. Other reviewing authority. The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the review authority responsible for reviewing the discretionary permit application in compliance with the applicable review procedure for the discretionary review. The written determination to grant or deny the request for reasonable accommodation shall be made in accordance with section 17.200.060.

17.200.060 Findings, other requirements, and decision.

A. Findings. The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on a consideration of the following factors:

1. Whether the housing which is the subject of the request will be used by an individual considered disabled under the Acts.
2. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
3. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the town.
4. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a town program or law, including but not limited to land use or zoning.
5. Whether the requested reasonable accommodation would adversely impact surrounding properties or uses.

6. Whether there are reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the City's applicable rules, standards and practices.
7. Whether the accommodation would alter the significance of a historic structure.

B. Other requirements.

1. An approved request for reasonable accommodation is subject to the applicant's compliance with all other applicable regulations.
2. A modification approved under this article is considered a personal accommodation for the individual applicant and does not run with the land.

C. Conditions of approval. In granting a request for reasonable accommodation, the review authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection A above, including but not limited to the following:

1. Inspection of the property periodically, as specified, to verify compliance with this article and any conditions of approval.
2. Removal of the improvements, where removal would not constitute an unreasonable financial burden, when the need for which the accommodation was granted no longer exists.
3. Time limits and/or expiration of the approval if the need for which the accommodation was granted no longer exists.
4. Recordation of a deed restriction requiring removal of the accommodating feature once the need for it no longer exists.
5. Measures to reduce the impact on surrounding uses.
6. Measures in consideration of the physical attributes of the property and structures.
7. Other conditions necessary to protect the public health, safety and welfare.

17.200.070 Appeal of determination.

A determination by the planning director to grant or deny a request for reasonable accommodation may be appealed to the city council in compliance with Section 17.08.180.

SECTION 16: CEQA. The City Council finds that the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section

15061(b)(3) because it can be seen with certainty that there is no possibility that adoption of permitted and conditional land uses in the various zoning districts will have a significant effect on the environment.

SECTION 17: 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 18: The Planning Commission and City Council shall review the implementation of the ordinance at their respective public meetings approximately one year after the ordinance takes effect.

SECTION 19: This ordinance shall take effect and be in force 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 ____ day of _____, 2015, and was adopted at a regular meeting of the St. Helena City Council on the ____ day of _____, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

I, CINDY BLACK, 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 ____ day of _____, 2015. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cindy Black, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

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**Report to the City Council
Council Meeting of January 27, 2015**

Agenda Section: Consent Calendar

Subject: Contract in the amount of \$13,600 to retain Housing/Planning Consultant Christine O'Rourke to complete the work necessary to finish the City's 2014-2015 Housing Element Update

CEQA Status: Not a Project under CEQA

Prepared By: Victor Carniglia, Planning Consultant

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City is required by the State to periodically update the Housing Element of the City's General Plan. The City's last Housing Element update occurred in 2009. In January 2014, the City retained the services of Christine O'Rourke, a Housing/Planning Consultant, to begin preparation of the necessary documents for the required Housing Element update. To date, Ms. O'Rourke has facilitated a Housing Element Workshop in April 2014 and prepared an administrative draft of the updated Housing Element. Ms. O'Rourke is currently working on updating the housing needs assessment and the goals and policies.

The final component to complete the Housing Element of the City's General Plan involves the following: 1) updating of goals, policies, and programs; 2) preparation of a draft Housing Element and HCD review; and 3) facilitation of study sessions and public hearings.

DISCUSSION

To complete the Housing Element of the City's General Plan three tasks will need to be completed. The attached contract, proposal, and resolution describe the scope of work covered by this contract. The scope lists a total of three tasks: 1) Update Housing Goals, Policies, and Programs; 2) Draft Housing Element/HCD Review, and; 3) Upcoming Study Sessions and Public Hearings. The remaining tasks covered by this contract total \$13,600.

The following is the schedule for the Housing Element update:

Contract Executed	January 28, 2015
Study Session with Planning Commission	February 17, 2015
Study Session with City Council	February 24, 2015
Submittal to HCD	February 27, 2015
Planning Commission Hearing on Housing Element Adoption	May 5, 2015
City Council Hearing on Housing Element Adoption	May 26, 2015

The housing related changes to the City's Zoning Ordinance that were introduced by City Council on January 13, 2015, as a first reading, are necessary components of the Housing Element Update process.

FISCAL IMPACT

The cost of the contract to the City will be a maximum of \$13,600 and will be paid from Planning Services account number 101-4500-2145. Additional City staff costs will also be required to finalize and secure approval of the Housing Element Update

RECOMMENDED ACTION

Staff recommends that the City Council adopt the attached resolution approving the contract with Christine O'Rourke to complete the City's Housing Element Update process.

ATTACHMENTS

1. Attachment A – Agreement for Consultant Services
2. Attachment B – Resolution No. 2015-_____

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on _____, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Christine O'Rourke Community Planning (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as 2.

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 which are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of 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"**.

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, "Project Budget", attached hereto and made a part hereof. Total compensation shall not exceed \$13,600, 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. 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 any charges or expenses are disputed by City, the original invoice shall be returned by City 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

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 engaged in providing services similar to those required of Consultant under this Agreement.

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: \$500,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

C. 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.

D. Other Insurance Provisions. The commercial general liability policy is 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.

E. Waiver of Subrogation. The workers compensation policy is to 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.

F. 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.

G. 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 effecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees 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 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 (“design professional”), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

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 or willful acts or misconduct.

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, nor 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

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.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product 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, 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 – 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's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – 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 18 – 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
1480 Main Street
St. Helena, California 94574

To Consultant: Christine O'Rourke Community Planning
20 Nunes Drive
Novato, CA 94945
415.613.2907

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 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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, nor 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 26 – 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 27 – 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 28 – 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: _____

By: _____

Name: _____

Name: Jennifer Phillips

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

PROPOSAL FOR



CITY OF ST. HELENA
2015-2023 HOUSING ELEMENT UPDATE

JANUARY 8, 2015

CHRISTINE O'ROURKE COMMUNITY PLANNING

20 Nunes Drive

Novato, CA 94945

415.613.2907

christine.o@comcast.net

CITY OF ST. HELENA

HOUSING ELEMENT UPDATE PROPOSAL

PROJECT OVERVIEW

This proposal provides a general overview of the tasks, schedule and estimated budget to update the City of St. Helena 2009-2014 Housing Element for the 2015-2023 housing element period.

Key objectives of the Housing Element are to ensure the updated element meets all current statutory requirements and is reviewed by the California Department of Housing and Community Development (HCD) in time to adopt the housing element by May 31, 2015. The fifth revision housing element due date for ABAG jurisdictions is January 31, 2015. The planning period is for January 31, 2015, through January 31, 2023, as Senate Bill 375 extended the housing element planning period from 5 years to 8 years in order to better synchronize the Regional Transportation Plan process with the Regional Housing Needs Allocation and housing element process. In addition, Senate Bill 375 revised the California Government Code to provide a penalty for local governments that do not adopt their housing element in a timely manner (§65588(e)(4)). A local government that fails to adopt a housing element within 120 days of the applicable deadline (in this case, by May 31, 2015) will be required to revise its housing element every four years until adopting at least two consecutive revisions by the due date.

Consequently, we recognize that it is critically important for the City to adopt the Housing Element in a timely manner. We will work with staff to establish a realistic schedule and ensure all deadlines are met.

For the fifth housing element cycle, HCD is providing eligible local governments with an option to utilize a Streamlined Update process. This new process is intended to create efficiencies in the preparation of the updated element as well as clarity in HCD's review process. Recognizing that much of the information in a certified housing element may still be current, the Streamlined Update allows the local government to submit a housing element that indicates where changes have been made. HCD will review the changes that have occurred since the prior planning period and will accept those sections that have not changed as continuing to be in compliance with statutory requirements. We have reviewed St. Helena's current Housing Element and the St. Helena Municipal Code and, as a result, believe the City will be eligible to utilize the Streamlined Update process if the City implements the following Housing element programs:

- ❖ HE1.Q Address unmet needs for emergency shelter. Amend the St. Helena Municipal Code to allow emergency shelters as a permitted use by right in the Service Commercial and Industrial zoning districts within one year of adoption of the Housing Element.

- ❖ HE1.R Amend the Zoning Ordinance for transitional and supportive housing. Amend the St. Helena Municipal Code to treat transitional housing, as defined in Section 50675.2 of the Health and Safety Code, and supportive housing, as defined in Section 50675.14 of the Health and Safety Code, as residential uses. Transitional and supportive housing will be subject only to the same permitting process as other similar residential uses in the same zone without undue special regulatory requirements. For example, a proposed multifamily supportive housing project would be subject to the same permitting process as any other similar multifamily development in the same zoning district.
- ❖ HE4.K Reasonable Accommodation. The City shall amend its Municipal Code to provide individuals with disabilities reasonable accommodation in rules, policies, practices and procedures that may be necessary to ensure equal access to housing. The purpose of this is to provide a process for individuals with disabilities to make requests for reasonable accommodation in regard to relief from the various land use, zoning, or building laws, rules, policies, practices and/or procedures of the City. Amendments to the Municipal Code will comply with State law and will consider model ordinance language provided by the California Department of Housing and Community Development.

In addition, the City should implement all other programs that require the City to amend the zoning ordinance. This includes:

- ❖ HE1.E Revise the permitting process to streamline the review of affordable housing and market rate multifamily projects. ...[T]he City will eliminate the current requirements for a use permit for multifamily projects in both the medium and high density residential districts. The City will adopt multifamily guidelines and eliminate CUP requirements by no later than June 30, 2012...
- ❖ HE4.I Amend the Zoning Ordinance for farmworker housing. Amend the St. Helena Municipal Code to clearly state that agricultural employee housing for six or fewer employees is only subject to the regulations for other types of residential development and that agricultural employee housing for more than six employees, with a maximum of 36 employees, shall be subject only to the regulations for other agricultural uses in accordance with California Health and Safety Codes 17021.5 and 17021.6.
- ❖ HE1.S Amend the Zoning Ordinance to define and permit single-room occupancy housing development types. Amend the St. Helena Municipal Code to treat single-room occupancy developments as a permitted use within the High Density residential zone, subject to the same permitting process and regulations as any other multifamily development.

The scope of work and budget reflects an assumption that the City will implement the required programs and be eligible to submit a Streamlined Update. All required ordinances must be adopted by January 31, 2015, in order to be eligible for streamlined review.

SCOPE OF WORK

TASK 1. UPDATE HOUSING GOALS, POLICIES AND PROGRAMS

The Housing Element sets forth the City's goals, policies and objectives for housing and establishes specific program objectives. This information is contained in a separate document from the Housing Needs Assessment and is titled "Goals, Policies, and Five-Year Action Plan." We will work with City staff to revise the existing policies and programs based on the City's review of the 2009-2014 Housing Element, current statutory requirements, identified housing needs and constraints, current City practices, and available resources. Policies and programs will be further developed in response to public and decision-maker input. We will develop detailed programmatic descriptions for any new programs being proposed, including identification of interim steps necessary to implement the program, potential funding sources, and a timeframe for implementation. We will work with staff to identify quantified objectives for the 2015-2023 planning period. The Implementation Matrix will be updated to identify lead responsibility and timeframe for implementation for each program.

TASK 2. DRAFT HOUSING ELEMENT/HCD REVIEW

We will prepare a draft Element for presentation to the Planning Commission and City Council. Any necessary revisions will be made based on public and decision-maker input, and a public review draft Element will be prepared for submittal to HCD to initiate their 60-day review period. The Element will be prepared in two formats: 1) an underline and strikethrough formatted document indicating all changes, which will qualify the City for the Streamline Update process; and 2) a formatted version with text, tables and graphics suitable for public review.

We will also prepare the HCD Completeness Checklist and Streamlined Update template. These documents are required for a Streamlined Update and will facilitate HCD review of the public review draft Housing Element.

Christine O'Rourke Community Planning will serve as the City's liaison with HCD during review of the draft Element. We will work with staff and HCD to determine any revisions that need to be made in order for HCD to find the draft element in compliance with State law.

TASK 3. STUDY SESSIONS AND PUBLIC HEARINGS

Based on discussions with staff, and considering State law requirements to achieve public participation in the housing element update, we proposed a community outreach process in November 2013 that would engage all critical stakeholders, including homeowners and tenants, special needs populations, businesses, affordable housing providers and real estate developers to ensure participation of all economic segments of the community. We conducted a community workshop on April 29, 2014, to

provide stakeholders with information on St. Helena’s housing needs and current programs, and to solicit input regarding the City’s policy and program options and potential housing sites available to address those needs. Additional public participation would encompass the following meetings:

- ❖ Study sessions with the Planning Commission and City Council on the draft Housing Element, prior to submittal to HCD for its initial 60-day review
- ❖ Public hearings with the Planning Commission and City Council to adopt the Housing Element

Study sessions will provide an opportunity for policy direction before finalization of the draft Housing Element. We will prepare an overview of the draft Housing Element, including a summary of the City’s housing needs, sites available to meet those needs, and policy and program options. Based upon our availability and ability of the City to schedule special meetings, we will present this information to the legislative bodies. Study sessions are noticed to the public.

As part of the public hearings with the Planning Commission and City Council, we will assist staff in presentation of HCD’s review of the Element and, as necessary, discuss any outstanding issues and work with decision-makers towards resolution.

PROJECT DELIVERABLES

The following products are included within our scope of service. All products will be provided to the City electronically.

- ❖ Administrative Draft Housing Element for staff review
- ❖ Planning Commission/City Council Study Session PowerPoint presentation
- ❖ Draft Housing Element for study sessions and public hearings

PROJECT SCHEDULE

The following presents a preliminary project schedule for the St. Helena Housing Element, subject to refinement based on discussions with staff.

Contract Executed	January 28, 2015
Administrative Draft	February 9, 2015
Study Session with Planning Commission	February 17, 2015
Study Session with City Council	February 24, 2015
Submittal to HCD	February 27, 2015
Planning Commission Hearing on Housing Element Adoption	May 5, 2015
City Council Hearing on Housing Element Adoption	May 26, 2015

PROJECT BUDGET

The budget is our estimate of the time and costs required to complete the Scope of Services outlined in this project overview.

Task	# Hours	Rate	Total
1 Update Goals, Policies and Programs	25	\$160	\$4,000
2 Draft Housing Element/HCD Review	20	\$160	\$3,200
3 Study Sessions and Public Hearings	40	\$160	\$6,400
TOTAL	85		\$13,600

Attachment B

RESOLUTION NO. 2015-_____

**RESOLUTION OF APPROVAL BY CITY COUNCIL APPROVING A
CONTRACT IN THE AMOUNT OF \$13,600 TO RETAIN PLANNING
CONSULTANT, CHRISTINE O'ROURKE, TO UNDERTAKE THE WORK
NECESSARY TO COMPLETE THE CITY'S 2015-2023 HOUSING ELEMENT
UPDATE**

WHEREAS, State Law requires that Cities within the State of California periodically update the Housing Element of their General Plan, and

WHEREAS, The City last updated its Housing Element, as required by the State, in 2009, and

WHEREAS, the State is requiring that the City's Housing Element be updated applicable to the years 2015 to 2023, and

WHEREAS, the Planning Consultant Christine O'Rourke has completed to date many of the tasks necessary to update the City's Housing Element, and therefore it is appropriate to retain her services to complete the Housing Element Update process.

WHEREAS, the scope to complete the remaining tasks is contained as Exhibit A of the attached Contract.

WHEREAS, the approval of the attached contract is "not a project" according to State Environmental Law, and therefore does not require environmental review under CEQA.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of St Helena does hereby approve the attached contract to retain Christine O'Rourke to complete the tasks as contained in the attached Scope of Work, for an amount not to exceed \$13,600 according to the Tasks as contained in Scope of Work, Exhibit A to the attached Contract.

Approved at a Regular Meeting of the St. Helena City Council on January 27, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



**Report to the City Council
Council Meeting January 27, 2015**

Agenda Section: Consent

Subject: Consideration of Resolution approving an agreement with Vernazza Wolfe Associates, Inc. to conduct a feasibility analysis and comparison of sites for new affordable housing development for a total not to exceed amount of \$45,260 (reimbursable through a \$48,000 Community Development Block Grant).

CEQA Status

or Action: None

Prepared By: Aaron Hecock, Planner

Approved By: Jennifer Phillips, City Manager

DISCUSSION

In August 2012, the City was awarded a Community Development Block Grant (CDBG) of \$99,948 for Planning and Technical Assistance Activity related to two separate studies in the City. \$48,000 of this grant was specifically granted to conduct a feasibility analysis and comparison of sites for new affordable housing development within the City. The other half of the grant was for an analysis of two specific properties and contains levels of specificity that make it impossible to clear general conditions and is therefore unavailable for use. An RFP was issued in July 2013 soliciting proposals from qualified professional consulting firms to conduct the feasibility analysis portion of the grant. In March of 2014, the consulting firm of Vernazza Wolfe Associates, Inc. was chosen to perform the analysis outlined in the RFP. The City then submitted the documentation required by the Department of Housing and Community Development (HCD) and general conditions were cleared by HCD in April 2014 to perform the work. Therefore, the City requires entering into an agreement for professional consultant services to perform the specific work authorized in the CDBG agreement.

FISCAL IMPACT

The City has a \$5,000 cash match obligation before reimbursements can occur. All other funds expended are reimbursable through the CDBG from HCD.

RECOMMENDED ACTION

Approve the Resolution approving the agreement with Vernazza Wolfe Associates, Inc. for a total not to exceed amount of \$45,260 and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

- A. Resolution 2015-__ Approving a Consultant Services Agreement with Vernazza Wolfe Associates, Inc.
- B. Consultant Services Agreement with Vernazza Wolfe Associates, Inc.
- C. Vernazza Wolfe Associates, Inc. Proposal and Scope of Work

CITY OF ST. HELENA
RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH
VERNAZZA WOLFE ASSOCIATES, INC.**

RECITALS

- A. The City desires to employ the consulting firm of Vernazza Wolfe Associates, Inc. to conduct a feasibility analysis and comparison of sites for new affordable housing development.
- B. Vernazza Wolfe Associates, Inc. has represented that they have the necessary expertise, experience, and qualifications to perform the necessary analysis.

RESOLUTION

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

- 1. The City Council approves the Resolution approving the Agreement with Vernazza Wolfe Associates, Inc. for a total not to exceed amount of \$45,260, and
- 2. The City Council authorize the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on January 27, 2015 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**Proposal to Conduct
Feasibility Analysis and Comparison of Sites for
New Affordable Housing Development**

Submitted to

The City of St. Helena

**VERNAZZA WOLFE ASSOCIATES, INC.
2909 Shasta Road
Berkeley, CA 94708
Telephone (510) 548-8229
www.vernazzawolfe.com**

**With
Mikiten Architecture
www.mikitenarch.com**

**Community Economics, Inc.
communityeconomics.org**

December 1, 2014

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Cover Letter



Vernazza Wolfe Associates Inc.

2909 Shasta Road

Berkeley, CA 94708

(510) 548-8229

www.vernazzawolfe.com

mwolfe@vernazzawolfe.com

December 3, 2014

Aaron Hecock
Planner
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Re: Proposal for Feasibility Analysis and Comparison of Sites for New Affordable Housing Development

Dear Mr. Hecock:

Vernazza Wolfe Associates, Inc. (VWA), in conjunction with Mikiten Architecture and Community Economics, Inc., is very interested in undertaking the financial feasibility analysis for affordable housing development of up to six potential sites identified in the City's recently released RFP. It is our understanding that this feasibility analysis is the first step in a longer process that will result in new affordable housing development in St. Helena. This Proposal demonstrates our qualifications for the services you are seeking.

We have assembled a team of experts who can cover all the major tasks required, including site analysis, site design, affordable housing funding, real estate market assessment, and public policy.

Specific qualifications for VWA for this assignment include the following:

- Experience in Napa County and with Small Cities – VWA prepared housing nexus studies for the City of Napa and prepared a tax credit market study for a large senior housing development also in Napa. The firm often works with smaller cities. Examples include Sebastopol, Healdsburg, Lafayette, Clayton and Chowchilla. VWA understands the constraints faced by smaller cities.
- Affordable Housing Planning, Development, and Financing – Our team is very experienced with the funding programs administered by HUD, CalHFA, and the Tax

Credit Allocation Committee. Most of the financing applications prepared by VWA have been for the development of affordable multifamily and senior housing. Examples of applications completed include Federal Home Loan Bank AHP, HOME, CDBG, and Section 202 for senior housing.

- Feasibility Analysis – VWA recently prepared feasibility analyses for several sites in Oakland. In addition, many of VWA's nexus studies also included feasibility analyses to assess what impacts certain fee scenarios would have on potential development.

In addition, VWA has experience working on projects funded by State Community Development Grant Block grants. VWA is familiar with CDBG grant requirements and will carry out the project activities in compliance with the requirements. Current and prior experience with CDBG grants includes the following:

- City of Calistoga – preparation of a study addressing the needs of seniors living in mobile home parks.
- Madera County – preparation of an inclusionary housing program and draft inclusionary ordinance, including presentations at public workshops.
- City of Susanville - citywide household income survey

Specific qualifications for Mikiten Architecture include the following:

- MA specializes in affordable housing. MA has designed affordable housing for families, seniors, people with physical or mental disabilities, and veterans.
- They regularly work with HUD programs, tax credits, redevelopment, and housing trust funds.
- Their client base includes municipalities, redevelopment agencies, and nonprofit and for-profit developers.
- Their clients rely on them for site selection, which is St. Helena's primary goal for this project.
- They win design awards frequently, including HUD's national award for accessible design, the Alan. J. Rothman Award.

Specific qualifications for Community Economics, Inc. (CEI) include the following:

- Housing Development - CEI assists clients with new construction and rehabilitation developments for families, seniors, and special needs populations. Its assistance covers all aspects of housing development.

- Tax Credit Financing - CEI has particular expertise in assisting nonprofit developers raise equity capital through the syndication of tax credits. CEI works with clients and investors to maximize the amount of equity raised while maintaining control over the development by the sponsor and ensuring long-term affordability for the residents.
- Tax-Exempt Bond Financing - CEI can assist nonprofit developers in utilizing tax-exempt bonds as a method of financing their projects. In particular, CEI works with sponsors to find the best type of bond structure and credit enhancement for each project.
- Local Government Assistance - CEI advises public agencies on real estate and development matters. Agency clients may be pursuing housing development themselves or evaluating proposals by other developers.

Finally, as a project manager, I may bring a special perspective to the project. I have been a public official in the City of Berkeley for over six years, and for the last five years have served as a Berkeley Housing Commissioner. I am currently Chair of this Commission. As a Commissioner, I participate in the decision-making process to allocate housing trust funds, including CDBG, HOME, and other locally controlled resources. I also serve as a board member of a local nonprofit housing organization, Resources for Community Development.

If you have any questions regarding this Proposal or would like additional information, please call me. I am an experienced project manager, accustomed to meeting deadlines and budgets for all our projects. We look forward to the opportunity to working with you on this important project for St. Helena.

Sincerely,

Marian Wolfe

Marian Wolfe, Ph.D., Principal
Vernazza Wolfe Associates, Inc.

INTRODUCTION

The City of St. Helena is interested in encouraging development of additional affordable housing within its city limits. According to the 2007-2014 Housing Element, there are presently three affordable rental developments in St. Helena (affordable to low- and very low-income households) and two for-sale developments that sold price-restricted units to moderate-income households. In order to meet the Housing Element mandate for lower-income housing as specified in the 2007-2014 planning period, the City is taking the pro-active step of obtaining State Community Development Block Grant funding for two studies. The purpose of this Proposal is to prepare one of these two studies – Feasibility Analysis and Comparison of a Minimum of Three Sites and Their Potential for Development of New Construction Affordable Housing (affordable to households at 80% median income or below).

Vernazza Wolfe Associates Inc. has assembled an inter-disciplinary team to undertake an assessment of these identified sites. Vernazza Wolfe Associates Inc. is experienced in affordable housing planning, market research, and feasibility analysis. In addition, VWA is experienced in working for communities in Napa County (recently completing an Inclusionary Zoning Study for the City of Napa) and in Sonoma County (housing studies for Sebastopol and Healdsburg). More generally, we frequently work in smaller communities that do not have the full resources of larger cities, but which still face state mandates to develop and maintain affordable housing.

Joining Vernazza Wolfe Associates Inc. for this assignment is the architecture firm of Mikiten Architecture, located in Berkeley, California with experience in designing affordable multifamily housing, including housing for the formerly homeless and special needs groups. In addition, Community Economics, Inc. rounds out the team. Community Economics, Inc. specializes in helping developers of affordable housing obtain funding for development. They are experienced in knowing the best strategies to pursue in an era of greater competition for the limited amount of public funds available for affordable housing.

Introduction to Vernazza Wolfe Associates, Inc. (VWA)

Vernazza Wolfe Associates, Inc. is a Bay Area consulting firm providing services to public agencies and private organizations since 1990. Specific consulting services provided by the firm include the following:

- Planning for housing, including affordable housing strategies, studies and plans, program evaluation, and technical assistance;

- Market and financial analysis related to real estate development, including analysis of commercial and residential pro formas, feasibility of public and private development projects, and real estate market studies, and
- Fiscal impact analysis related to new developments and land use plans.

The two principals of VWA, Dr. Marian Wolfe and Ms. Lucina Vernazza, are senior professionals, each with over twenty-five years of consulting experience in real estate economics, affordable housing planning, real estate market studies, and public finance. Dr. Wolfe is a former Assistant Professor of Real Estate and Urban Planning at the University of Wisconsin, where she taught Real Estate Market Analysis, Urban Economics, and Housing Policy. She continues to lecture at the Department of City and Regional Planning (UC Berkeley). Ms. Vernazza has worked for a developer of affordable housing and for several real estate consulting firms. Her work in the consulting field has encompassed numerous market feasibility studies as well as affordable housing strategies.

Introduction to Mikiten Architecture (MA)

**2415 5th St Berkeley, CA 94710
(510) 540-7111**

Mikiten Architecture was founded in 1991 by an architect/planner team, specifically for the design of affordable housing. Their award-winning projects have served many types of clients, including municipalities. They are experts in accessibility, and have designed affordable housing for seniors, families, people with physical or cognitive disabilities, and veterans. They have worked on projects funded by HUD 202, HUD 811, California low-income housing tax credits, redevelopment funds, and housing trust funds. These funding sources are often competitive, and Mikiten Architecture has helped many clients succeed by providing expertise in site selection, and winning schematic designs.

Introduction to Community Economics, Inc. (CEI)

**538 9th St # 200 Oakland, CA 94607
(510) 832-8300**

Community Economics, Inc. (CEI) was established in 1976 to provide technical expertise in the emerging field of nonprofit affordable housing development and community based economic development. As federal housing resources have decreased, the nonprofit sector has become a major producer of affordable housing. Through direct technical assistance to nonprofit

developers, and through involvement with local, state, and national housing policy issues, CEI has been at the forefront of the affordable housing movement, developing creative solutions and resources to meet the housing needs of low income households.

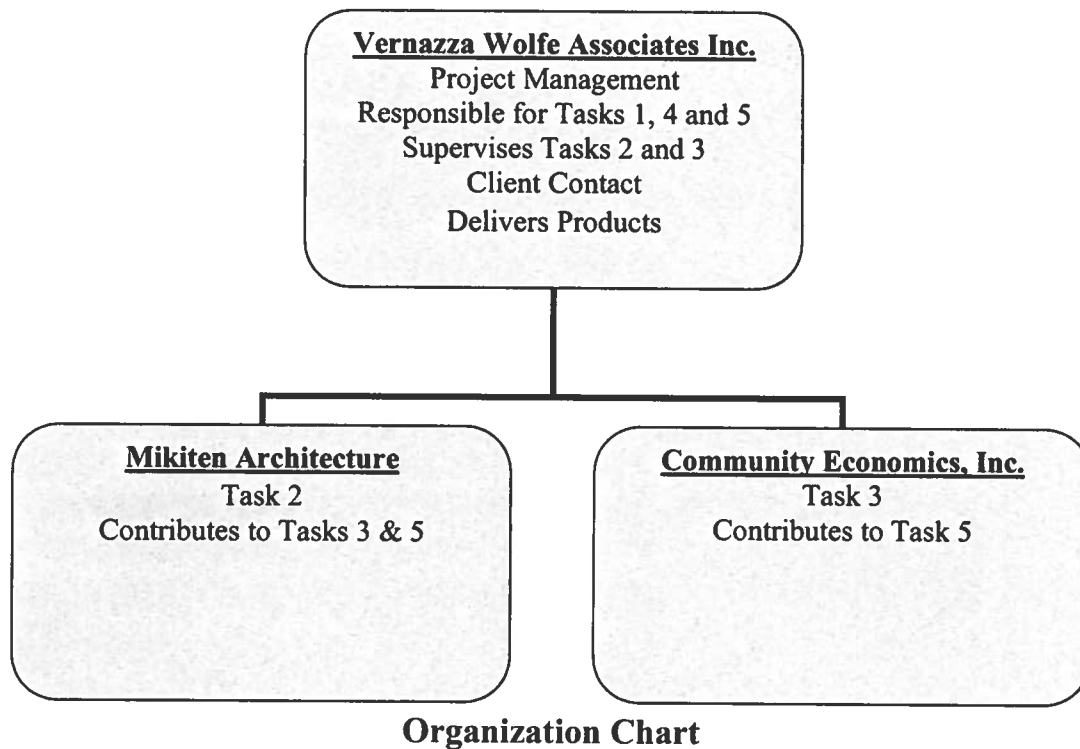
CEI staff work with clients from the earliest conceptual stages of development – helping to assemble a site, the development team, and secure funding – through the successful completion of construction and commencement of operations. Through this project-specific technical assistance and through long-term relationships with clients, CEI strives to enhance the capacity of nonprofit housing developers.

The firm's primary clients are nonprofit housing development organizations and social service agencies providing housing for their special needs clients. CEI has also worked with tenant organizations and groups forming limited equity cooperatives. Public agencies frequently hire CEI to assist them in evaluating housing proposals from private developers or in devising housing priorities and programs.

CONSULTANT TEAM

The project manager would be Dr. Marian Wolfe, Principal of Vernazza Wolfe Associates Inc. (VWA). She will be assisted by Lucina Vernazza, a VWA Principal.

- VWA will manage the project, compiling background information, collaborating with Mikiten Architecture on Task 2 and with Community Economics, Inc. on Task 3. Finally, VWA will coordinate preparation and revisions to the draft and final documents and designs.
- Mikiten Architecture will be responsible for site plans and initial development cost estimates to be used in the financial feasibility assessment. Mikiten Architecture will contribute to sections of the draft and final reports.
- Community Economics, Inc. will outline potential funding scenarios and assess likelihood of successful applications. Community Economics, Inc. will contribute to sections of the draft and final reports.



The budget presented in a later section of this proposal provides the number of hours by task for each firm.

Below are brief resumes, and an appendix to this proposal provides a more extensive resume of the project manager.

Vernazza Wolfe Associates Inc. Staff



Marian Wolfe, Ph.D., VWA Principal, is a real estate economist and housing planner with over twenty-five years of experience in land use and economic impact studies, fiscal impact assessment, financial feasibility analysis, and housing program planning and evaluation. She will be the project manager for the study. Some of Dr. Wolfe's recent projects include Jobs/Housing Nexus Studies for the Counties of Mendocino and San Luis Obispo and for the Cities of Napa, Sunnyvale and Menlo Park; Housing Nexus Studies for the City of Napa, and the Counties of San Luis Obispo and Marin, and Inclusionary Fee and Ordinance Studies for the Counties of Mendocino and San Luis Obispo and for the Cities of Sebastopol, Elk Grove, Dublin, Oakland, and Menlo Park. In addition she prepared the last two Housing Elements for the City of Sebastopol and the 2009 Housing Element for the City of Milpitas.

Before forming VWA with Ms. Vernazza, Dr. Wolfe worked as an urban economist at Hausrath Economics Group, an Oakland economics firm, and as a housing consultant at a social science research firm, Abt Associates, Inc., Cambridge, Massachusetts. Dr. Wolfe was an Assistant Professor at the University of Wisconsin at Madison, where she held a joint appointment with the School of Urban and Regional Planning and the Department of Real Estate, School of Business. She has also taught as a lecturer at the University of California at Berkeley for four of the last six years. Graduate courses taught include Urban Economics and Housing Markets and Policies.

Finally, Dr. Wolfe serves as Vice Chair of the City of Berkeley's Housing Commission and is a former Public Works Commissioner, also for Berkeley. Additional pro bono work to support affordable housing includes serving as a board member for Resources for Community Development, a Berkeley based nonprofit developer, and serving as a Policy Committee Member for East Bay Housing Organizations (EBHO).

Dr. Wolfe holds a B.A. in History from the University of California at Berkeley, an M.A. in History from the University of California at Los Angeles, and the MCP and Ph.D. degrees in City and Regional Planning from the University of California at Berkeley.



Lucina Vernazza, VWA Principal, one of the co-founders of Vernazza Wolfe Associates, Inc., will work with Dr. Wolfe on the project. She has worked as a consultant in the areas of financial feasibility, real estate market analysis, and housing policy for over twenty-five years. Ms. Vernazza has worked for a developer of affordable housing and for several real estate consulting firms. She has worked on a number of housing market studies, for both rental and ownership housing, including a tax credit market study for a senior project in Napa (acquisition and rehabilitation).

Ms. Vernazza prepared senior housing development proposals for ABHOW, a nonprofit developer, in San Luis Obispo, San Leandro, and Daly City, all of which were selected by HUD for funding. She prepared the application for San Mateo HEART funding, which was awarded to the Daly City senior project. Ms. Vernazza has prepared a number of applications for HOME funding as well as for funding under the Federal Home Loan Bank's AHP Program. Ms. Vernazza worked with the Folsom Redevelopment Agency to develop criteria for selecting projects to receive housing set-aside funds and housing trust funds. The work included analysis of the selection criteria used for major affordable housing funding programs, such as low income tax credits.

Ms. Vernazza has assisted the San Francisco Mayor's Office of Housing in evaluating program requirements and recommending changes to increase participation in its Down payment Assistance Loan Program (DALP). The work included analyzing information on the local housing market and identifying areas where housing was available below the program purchase price limits. Ms. Vernazza worked with the City of Woodland to develop guidelines to implement the City's inclusionary housing program for the Spring Lake Specific Plan. She worked with Monterey County staff to prepare housing funding allocation procedures.

Since 1999, Ms. Vernazza has updated purchase price analyses for the California Housing Finance Agency's homeownership programs and undertaken other special studies for the Agency to assess program participation.

Before forming VWA, Ms. Vernazza was a vice president at Spear Street Advisors, a San Francisco real estate consulting firm, and a senior analyst at Abt Associates, Inc. a social science research firm in Cambridge, Massachusetts. She is a past member of the Board of Directors of SHELTER, Inc., and a nonprofit affordable housing organization in Contra Costa County.

Ms. Vernazza holds a B.A. in Government from the University of Texas at Austin and graduated cum laude.

Mikiten Architecture Staff

Erick Mikiten, AIA, LEED, co-founded Mikiten Architecture in 1991 for the express purpose of pursuing social justice through architecture. He has won numerous design awards for affordable multi-family housing, single-family housing, and commercial projects. He has designed for every population group, including seniors, people with disabilities, homeless youth, emancipated foster kids, veterans, etc. In 2010, he completed a family housing development for veterans, which won LEED Platinum with the highest score of any multi-family building to date.

He has a reputation for designing buildings that fit into their neighborhood, and his work is regularly held up as the standard, even in places where development is extremely controversial. In addition, He is the winner of HUD's national Alan J. Rothman Award for accessible design, and numerous AIA design awards.

Mr. Mikiten's Bachelor of Architecture degree is from University of Texas at Austin, and his Masters of Architecture is from U.C. Berkeley.

Elisa Mikiten, Planner, is a co-founder of Mikiten Architecture. Ms. Mikiten's focus is on redevelopment and affordable housing. She handles site planning and urban design for a variety of clients. Neighborhood interface is her greatest concern, and a focus for her creativity and problem solving skills. Elisa has served on Berkeley's Zoning Adjustments Board and Albany's Planning Commission over the last 20 years, as well as numerous Boards for nonprofit organizations.

She holds the MCP degree and a Bachelor of Arts in Architecture, both from U.C. Berkeley.

Community Economics, Inc. Staff

Kevin Knudtson joined CEI in 1987. Mr. Knudtson assists nonprofit developers, large and small, to structure financing for all types of properties utilizing federal and state low-income housing tax credits and historic tax credits, tax-exempt bonds, the State Multifamily Housing Program, Federal Home Loan Affordable Housing Program and HUD funding. He has also helped form and finance limited-equity cooperatives, and contributed to analyses of low-income housing policy choices for local public agencies, private foundations and advocacy organizations.

He has led efforts to craft and implement legislative initiatives creating new tools for recapitalizing and syndicating affordable housing properties statewide.

Mr. Knudtson currently serves on the boards of the Non-Profit Housing Association of Northern California (NPH) and the California Coalition for Rural Housing (CCRH).

Mr. Knudtson earned a Master's Degree in Urban and Regional Planning from the University of Oregon. Prior to joining CEI, he worked for nonprofit organizations in California and Oregon in housing development and low income housing policy analysis.

SCOPE OF WORK

The Request for Proposal provides a detailed outline for the scope of work, which was part of the grant application to the State CDBG grant program. VWA understands that the Scope of Work cannot be substantially altered without State approval. The Scope of Work presented here adheres to the Scope of Work included in the grant application while providing more details for the methodology.

Task 1: Background Information

Start-Up Meeting

The project will begin with a start-up meeting with the project manager and City staff to clarify City concerns for the study, project tasks and the schedule. This meeting will also provide an opportunity to discuss any specific issues regarding the proposed sites, including community support for the project.

This meeting will also provide an opportunity to obtain any additional background information that is not available in an electronic format. We will discuss the City's target market for the

housing, and the funding opportunities associated with them. Targeting the affordable housing to any special needs groups in turn could impact site planning as well as funding options. Finally, we will discuss zoning and the City's level of interest in a density bonus, or other tools for increasing feasibility.

We will provide an agenda for this meeting and also provide a summary of conclusions reached during the meeting. This meeting will also provide us with an opportunity to visit the sites and take photos of the sites and surrounding land uses.

Summary of Existing Site Information

The initial data collection task will provide useful information for subsequent tasks for the feasibility assessment. The VWA Team will rely on the Sandborn Map or other site diagram provided by the City, compile information for each site that documents its location, size, current land uses, topography, zoning, setbacks, adjacent land uses, flood designation, other environmental sensitivities, connections to services (water, sewer, and electrical), and any other relevant items.

Written Products

Two memoranda will be prepared. One will provide a summary of the start-up meeting's conclusions. The second memorandum will summarize the existing site information in a matrix format.

Task 2: Cursory Technical Review

Site Suitability Assessments

An initial review of the sites will allow the VWA Team and the City to determine whether there are any sites that need to be rejected at an initial stage due to constraints related to factors that may be outside the City's (or a developer's) ability to address in the short run. These conditions include access, greater in-depth assessment of public services (most importantly sewer and water), traffic impacts, and additional environmental impacts not included in Task 1. This review will be based on existing documents and consultation with City staff. At this time, we do not believe additional engineering studies will be needed.

Site Planning

Mikiten Architecture will prepare a density and building placement study for each site. The studies will identify driveway location, parking, building site and mass, and open space. The building mass will be calculated based on an average unit size for St. Helena's target market, plus common space and circulation. Unit size and type may be influenced by the requirements of the funding sources. Task 3 asks for two funding models. If the funding models have different unit requirements, then two studies will be provided for each site.

The key steps in this analysis include the following:

- Zoning Review
- Site Data Review
- Building Site Studies
- Identification of Construction Costs (per SF)

Written Products

Based on these assessments, the VWA Team will provide a memorandum for each site. These memoranda will each consist of four sections.

- The first section will describe the site characteristics and the site's location relative to its location within St. Helena including proximity to local services and amenities.
- The second section will provide the results of the constraints analysis.
- The third section will present two site plans for each site, including number and size of potential units, mass, open space, and parking configuration.
- The final section will present a summary of what has been learned thus far and whether at this stage, there could be potential risks which would lead the City to drop the site from additional feasibility assessment. Since considerations of location, access, and public services impact the competitiveness of a potential development to be successful in obtaining public subsidies, these are important factors to consider. In addition, this section will identify the need for further research on issues such as utilities, visible topography and drainage, and potential traffic impacts.

The final report would still present background information on all sites, even if one or more are not carried forward to the final recommendation.

All information in the memoranda will be clearly documented.

Task 3: Assess Financial Feasibility

Building upon work completed for Tasks 1 and 2, Task 3 will assess financial feasibility of two development scenarios on each site that remains under consideration. These development scenarios can vary in several important ways. For example projects can vary by tenure, income targeting, and by the type of housing, e.g., family, senior, farm-worker, and special needs. The models that will be used for the feasibility analysis will be discussed in advance with staff prior to developing pro formas.

The following steps characterize a financial feasibility assessment:

- Estimate of total development costs, including land, on- and off-site improvements, hard and soft construction costs (based on a specific development scenario) and construction financing. Land costs will be estimated based on recent land sales in the area. A square foot building cost number will be provided by Mikiten Architecture, based on recent projects of similar size and building type.
- Estimate of potential revenues based on affordable rents for the target income groups. Operating expenses will be subtracted from gross rents to generate a net income figure. If ownership is considered for one or more of the sites, then the net revenues are based on affordable sales prices less sales costs.
- Based on these estimates of costs and revenues, the VWA team will create financial pro formas that include both costs and revenues. The difference between the costs and revenues defines the funding gap that will need to be covered by outside financing.

Potential Sources of Funding

For each of the two development scenarios for each site, the potential funding sources will be described. A brief introduction to each of the outside funding sources will be provided, including the likely competitiveness of each proposed project. These sources include the Low-Income Housing Tax Credit Program, Tax-Exempt Bond Financing, federal funding programs such as Section 811, 202, and McKinney Funds, Section 8 Project Financing, CDBG and HOME. If St. Helena also has local housing funds, these will be factored into the financing scenarios as well. Finally, we will consider whether the option of a community land trust is feasible.

Risk Assessment

Project risk can be assessed in a variety of ways. Factors to be considered include site control (including the availability of the site), whether a project sponsor would be interested, financial feasibility given the size of the project and target income groups, community support, and funding competitiveness.

Written Product

A memorandum will be prepared that presents the results of financial models used as well as a brief summary of the likelihood of a project being built on a given site, given potential risks. Staff will be provided with the EXCEL Workbook that contains assumptions and values used in the models.

Task 4: Ranking of Sites

The final step in this analysis is to create a chart that ranks each site according to its opportunity and potential for affordable housing, identifying any constraints that impact what can be built as well as the likelihood of overcoming potential risks. This chart will be incorporated into the executive summary of the draft and final reports and will serve as a useful tool to present information on this analysis to the City Council and the public. The sites will be presented in the order of greater potential to lesser potential.

Written Product

A comparative chart will be prepared for discussion with city staff.

Task 5: Meetings, Presentations and Deliverables

Meetings

VWA will keep in touch with city staff via telephone calls and e-mails as the study progresses. Our budget includes two meetings in St. Helena for VWA, which include the start-up meeting and a staff meeting. The cost for attendance by Mikiten Architecture is indicated on the budget presented below. The cost of attendance by Dr. Wolfe at additional meetings is also listed on the budget below.

The first meeting is the project initiation meeting. The second meeting with staff would occur after Task 4 or after an initial draft report is submitted, depending on staff preference.

Presentations

VWA will present results of this study to the City Council at either a regularly scheduled meeting or at a Study Session.

Deliverables

Each task described above includes written submissions for staff. In addition, the following deliverables will be provided:

- Draft study report (electronic submission).
- Final study report – 10 copies, one electronic copy in PDF file format and copies of all electronic files used in assembling the report.
- Display materials and copies for presentations and public hearings.

ROLE OF CITY STAFF

VWA understands that city staff has limited time to assist with the study. Areas where City assistance will be needed are listed here.

- Background information on sites, including site dimensions and geometry, existing city services, and zoning.
- Estimates of off-site costs based on recent projects.
- City fee schedule for new residential developments.
- Information on existing conditions that may be available from public documents, such as recent EIRs or updated General Plan chapters.
- Identification of local developers, realtors, and nonprofits that could be helpful for the project.
- Timely review of the draft and final study reports.

PROJECT SCHEDULE

The schedule presented below starts as soon as the VWA Team receives authorization to proceed with this assignment. The schedule will be revised as necessary after the project initiation meeting. Anticipated project duration is approximately five months.

Tentative timing for the tasks is shown below.

Task	Proposed Schedule	Deliverables
Task One: Start-Up, Gather Background Information, Project Initiation Meeting	Weeks 1-3	Memoranda: Meeting Summary and Site Matrix (Week 4)
Task Two: Cursory Technical Review, Including Site Plans	Weeks 4-8	Memorandum for Each Site (Constraints, Site Information, Site Plans, and Preliminary Findings (Week 9)
Task Three: Assess Financial Feasibility	Weeks 7-11	Financial Feasibility Assessment and Workbook (Week 12)
Task Four: Ranking of Sites	Weeks 12-15	Comparative Charts and Staff Meeting (Week 16)
Task Five: Draft and Final Reports	Weeks 15-18	Week 18 (Draft) Final Report – Two weeks after comments are received.
Presentation to City Council	To Be Determined	Display materials and copies for presentations and public hearings

RELATED EXPERIENCE AND REFERENCES

VWA provides consulting services to local governments and nonprofit housing developers to assist them in affordable housing planning and market assessments. The first part of this subsection lists five relevant projects with references for VWA. Three references are also provided for MA and CEI. The second part of this section lists only those VWA projects undertaken in the last three years.

The attachment to this proposal lists other relevant projects.

- Feasibility Assessment
- Market Studies for Funding Applications
- Housing Studies
- Housing Elements
- Technical Assistance

VWA References

City of Napa – Commercial and Residential Development Housing Impact Nexus Studies

Recent litigation regarding inclusionary housing required that jurisdictions in California change their inclusionary zoning policies for rental developments that currently require developers to provide affordable units on-site. Because of this legal change and because Napa had not updated its housing fees charged on residential and commercial developments in over 10 years, VWA was retained to undertake nexus studies to support higher fees on both commercial and residential developments.

Included in this work was an assessment of market conditions, including rents, sales prices, and development costs in the City of Napa.

Although the two project managers, Joanna and Jan, are no longer working for Napa, they are available to provide references. Peter Spoerl, Assistant City Attorney, is also included as a reference.

Joanna Winter, Former FSS Coordinator, Napa Housing Authority
707-254-5853
jkw37@cornell.edu

Jan Maurer Watkins, Former Housing Manager, City of Napa
530-953-9506.
jan.maurer.watkins@gmail.com

Peter Spoerl, Assistant City Attorney, City of Napa
(707) 257-9511
pspoerl@cityofnapa.org

City of Oakland Redevelopment Agency – On-Call Fiscal and Economic Studies

Under contract to Oakland's Redevelopment Agency, VWA prepared several financial feasibility studies for specific projects located in the City's former Redevelopment Project Area. Projects included under this on-call assignment are listed below.

- Feasibility Assessment of Wallace Street – a landslide in a residential area of East Oakland affected the habitability of several houses. VWA provided a study that

addressed market and non-market solutions to the disposition of the affected parcels. (2008)

- Assessment of the highest and best use of a parcel at 2777 Foothill Boulevard acquired by the Redevelopment Agency. Based on recommendations provided in this report, the Agency engaged the services of an architectural firm to prepare preliminary sketches. (2009)
- Assessment of the feasibility of redeveloping a privately owned contaminated site at 6620 Foothill Boulevard (Dairy Mart Site) (2010)

Larry Gallegos, Redevelopment Manager, 510-238-6174
Douglas H. Cole, Project Manager III 510-238-7661
City of Oakland
lagallegos@oaklandnet.com
dcole@oaklandnet.com

San Luis Obispo County, Department of Building and Planning – *Financial Feasibility of a Proposed Inclusionary Housing Ordinance and Nexus Study for a Commercial Linkage Fee*
San Luis Obispo County retained VWA to test the impact of proposed inclusionary zoning ordinance provisions on financial feasibility of new housing development in the unincorporated areas of the County.

The development prototypes created spanned a range of housing types and densities, but only focused on for-sale housing since no market rental housing was planned or under construction at the time the study was conducted. In addition, VWA conducted a nexus study for a proposed commercial linkage fee to be adopted by the County. VWA staff attended several public hearings to discuss findings with the Planning Commission and Board of Supervisors. The Board adopted an Inclusionary Program in late 2008.

The California Chapter of the APA awarded the 2009 Advocacy Planning Award to the San Luis Obispo County Planning and Building Department for the successful adoption of its Inclusionary Housing Ordinance that was based on VWA's economic analyses.

Following the Palmer and Patterson Court Decisions, San Luis Obispo County retained the services of VWA to update the Commercial Linkage Fee and undertake a Housing Nexus Study to replace its in-lieu fee. This work was completed in November 2012.

Dana Lilley, Supervising Planner or Ted Bench, Planner III
Department of Planning and Building
Dana: 805-781-5715 Ted: 805-781-5701
dilley@co.slo.ca.us
tbench@co.slo.ca.us

Ecumenical Association for Housing – Rohlff's Manor Senior Housing

VWA prepared the tax credit market study for Rohlff's Manor Senior Housing, an acquisition and rehabilitation project (355 existing units) in Napa. The project included independent living units as well as congregate units with meals and other services available. The organization succeeded in obtaining financing.

Lynn Berard, Project Manager, Ecumenical Association for Housing
415-295-8825
lberard@cahhousing.org

City of Menlo Park – Oak Grove Project Design Concept

The purpose of this project was to develop a project concept for a new, multifamily development targeted to city employees to be built on air rights above a downtown commercial parking garage. The VWA Team for this project included planners, designers and financial consultants. Work on this project included design and analysis of employee questionnaires, focus groups with potential residents and developers, presentations to the Chamber of Commerce, and a Design Workshop. The City Council did not approve the project.

Gretchen Hillard, Housing Manager (Retired)
650-799-8363
gretchen.hillard@gmail.com

Mikiten Architecture References

Rising Oaks, Housing for Emancipated Foster Care Youth

Fred Finch Youth Center, Oakland, California

Mikiten Architecture conducted site analysis, master planning for the entire Fred Finch Campus, and designed a thirty-one unit multi-family complex for adolescents recently emancipated from foster care. The innovative design gathers community space, housing and services around a lovely outdoor space. The project sits gracefully next to its neighbors, all single-family homes. The architecture matches the scale and texture of the neighborhood. Circulation between the units and the community space faces an internal courtyard, limiting impacts on the surrounding neighborhood.

Client: Fred Finch Youth Center

Consulting Developer: Affordable Housing Associates, Berkeley

Project Manager: Aditya Potlur, (510) 647-0700 ext. 150, APotluri@ahainc.org

Lion's Hall, Student Housing

Berkeley, California

Mikiten Architecture was selected to design this 45-unit building, church reception hall, and public parking garage because of the sensitivity of the site. St. Mark's Church sits on the same block as Berkeley's jewel, the Berkeley City Club, by Julia Morgan. Erick Mikiten, Principal at Mikiten Architecture, is known for designing contemporary yet contextual buildings that respect the neighborhood. He won unanimous Design Review approval for his beautiful design, even from the representative of the Landmarks Commission.

Owner: St. Mark's Parish, Berkeley, California

Developer: Hudson McDonald, LLC

Operator: U.C. Berkeley

Project Manager: Aran Kaufer, Hudson McDonald, LLC, (510) 868-0282, aran@bright-street.com

Shinsei Gardens

Alameda, California

This award-winning building is a delight to the residents who live there. Designed as affordable housing for veterans and their families, the building truly fosters social life and childhood. The 39 units surround a large, beautifully designed courtyard, where children are at play and adults gathered until after sunset. The building is LEED Platinum, and at the time it was certified, achieved the highest score for a multi-family building in the State of California. Operation

Dignity, the driving force behind housing for veterans and this particular project, has been an inspiration and repeat client for Mikiten Architecture.

Owner: Operation Dignity, Alex McElree, Executive Director (510) 287-8465,
AMcelree@aol.com

Consulting Developer: Resources for Community Development

Project Manager: Carolyn Bookhart, (510) 841-4410, cbookhart@rcdev.org

Community Economics, Inc. References

Ann Silverberg, Vice President
BRIDGE Housing Corporation
415-989-1111, ext 7703
asilverberg@bridgehousing.com

Matt Franklin, President, 650-356-2903
Jan Lindenthal, Director of Development, 650-356-2919
MidPen Housing
mfranklin@midpen-housing.org
jlindenthal@midpen-housing.org

Mary Murtagh, President, 415-295-8824
Matt Steinle, Director of Development, 415-295-8821
EAH Housing Corporation
mmurtagh@eahhousing.org
msteinle@eahhousing.org

VWA Projects Undertaken in the Last Three Years

- Long-Term Viability of Mobile Home Parks for Seniors, City of Calistoga
- Fiscal Impact Analysis for the Village at Markleeville/Mahalee Lodge Project, Alpine County
- Affordable Housing and Commercial Linkage Fee Study, San Luis Obispo County
- Housing Impact and Commercial Linkage Fee Study, City of Napa
- Preparation of 2010-2015 Consolidated Plan Amendment, City of Madera
- Jacobs Foundation, San Diego – Economic Assessment of a Proposed Big-Box Store (with Brion & Associates)
- In-Lieu Fee Study and Nexus Study for Inclusionary Zoning Ordinance, County of Marin
- Analysis of Impediments to Fair Housing, City of Madera (with Mintier Harnish)
- Analysis of Impediments to Fair Housing, San Joaquin County/City of Stockton (with Mintier Harnish)
- 2010 Consolidated Plan, City of Fresno (with Mintier Harnish)
- Technical Assistance with Inclusionary Housing Program, City of Union City (annual)
- Housing Purchase Price and Household Income Data, Los Angeles County (annual)
- Assistance with 2011 Consolidated Plan Amendment, City of Madera
- Analysis of Home Purchase Price Data for California Counties, California Housing Finance Agency
- Analysis of Potential Impact of Proposed Annexations, Alameda County (on call)
- Affordable Housing Consulting Services, City of Folsom
- Fiscal Analysis of Proposed Facebook Expansion, Menlo Park (with Brion & Associates)
- Financial Feasibility of Re-Use of Selected Sites in East Oakland, City of Oakland
- Economic Analysis of Film-Making, Film Office, City of Oakland
- Low-Income Housing Tax Credit Application Market Studies (Rohlf's Manor in Napa, senior housing; Foss Creek Court in Healdsburg, family housing; Pacific Meadows in Carmel Valley, senior housing; and Rochdale Grange in Woodland, family housing.
- Oakland Housing Element EIR (as sub to PBS&J)
- Economic Impacts of Big Wave Office Park and Wellness Center (San Mateo County)

PROJECT BUDGET

The project budget is presented below. The not-to-exceed amount is \$45,260. Expenses include travel and reproduction of documents. The cost for a staff member from Mikiten Architecture to attend a meeting is \$550 per meeting, and the cost for Dr. Wolfe to attend additional meetings would be \$800 per meeting.

	Vernazza Wolfe Associates, Inc.			Mikiten Architecture			Community Economics Inc.	Total
	Marian Wolfe	Lucina Vernazza	Staff	Erick Mikiten	Elisa Mikiten	Drafter/Staff	Kevin Knudtson	
Task	PM (1)							(2)
1: Project Initiation and Background Information	20	4	5		8			\$4,910
2: Site Technical Review	20			50	45	30		\$18,300
3: Financial Feasibility	20	10	5				20	\$9,850
4: Ranking of Sites	10	5	10					\$2,950
5: Meetings, Presentations and Deliverables	45	10			5			\$8,850
Hourly Rates	\$150	\$150	\$70	\$150	\$120	\$80	\$250	
Total Hours by Staff	115	29	20	50	58	30	20	322
Total Budget by Staff	\$17,250	\$4,350	\$1,400	\$7,500	\$6,960	\$2,400	\$5,000	\$44,860
Expenses								\$400
Total Budget (with Expenses)								\$45,260

(1) Includes Dr. Wolfe's participation in two meetings and one City Council Meeting.

(2) Final budget totals can vary among tasks.

AVAILABILITY

The VWA team is available to start work upon award of a contract and notification to proceed.

COMMENTS ON CITY'S CONSULTANT CONTRACT

We have reviewed the standard contract(s) included with the RFP for this assignment and can comply with its terms.

VWA is insured by The Hartford for \$2 million for general liability for each occurrence and \$4 million for general aggregate. Automobile coverage is \$2 million. The State Fund provides workers compensation coverage.

ATTACHMENTS

Project Manager's Resume

Marian F. Wolfe, Ph.D., Principal, Vernazza Wolfe Associates, Inc.

EDUCATION

Ph.D., Department of City and Regional Planning, University of California, Berkeley. Fields: Housing and Urban Economics

M.C.P., Department of City and Regional Planning, University of California, Berkeley

M.A., American History, University of California, Los Angeles

B.A., History, University of California, Berkeley

PROFESSIONAL EXPERIENCE

Vernazza Wolfe Associates, Inc., Berkeley, California

Principal (1990 - Present) manages a variety of studies related to public finance and affordable housing. Prior project experience encompasses preparation of housing market studies, fiscal impact studies, impact fee studies, and socioeconomic impact and relocation studies for transportation environmental impact reports. Additional project experience includes the evaluation and analysis of development plans and activities. Dr. Wolfe also undertakes real estate market research and feasibility analysis for public and private sector projects. She designs and conducts surveys for public policy use and real estate market demand analysis. Finally, Dr. Wolfe is experienced in estimating housing market impacts of inclusionary zoning. Dr. Wolfe's clients include many cities and counties in the San Francisco Bay Area, Central California, as well as the State of California. A list of projects and clients is available upon request.

Spear Street Advisors, San Francisco, California

Consultant to the California Debt Advisory Commission on a study of the effectiveness of the housing revenue bond program in serving statewide housing needs.

Hausrath Economics, Oakland, California

Project Manager for environmental impact studies conducted for MTC, BART, SCCTD, and SamTrans analyzing the land use and economic impacts associated with the extension of BART and light rail to San Jose, Mountain View, Fremont, Sunnyvale, Antioch and Colma. Included within this work was an analysis of the revenue contributions that could stem from value capture projects.

Project Manager for Marin County and Nevada County to evaluate whether existing conditions at Hamilton Air Force Base and Grass Valley warranted the establishment of redevelopment areas that would reduce tax benefits that would otherwise accrue to the respective counties.

School of Business, University of Wisconsin, Madison

Principal Investigator for real estate market research surveys on condominiums and specialty shopping centers in Madison, Wisconsin. Supervised graduate real estate students who conducted surveys, performed other field research, and analyzed data.

Principal Investigator for a U.S. Department of Housing and Urban Development sponsored study on the effect of price inflation on recent home buyers in the United States.

Center for Urban Public Policy Analysis, the American University, Washington, D.C.

Principal Investigator for a U.S. Department of Housing and Urban Development research project designed to analyze profitability in rental housing in middle income submarkets in the San Francisco Bay Area.

Abt Associates, Inc., Cambridge, Massachusetts

Senior Analyst for a U.S. Department of Housing and Urban Development evaluation of the Community Development Block Grant Program, conducted jointly by the University of Pennsylvania and Abt Associates.

Senior Analyst for a Legal Services Corporation demonstration program designed to test alternative services system models and to develop and implement a management information system for legal aid programs.

Analyst for an Economic Development Administration study to estimate the net cost, job quality, and long range economic impact of the Job Opportunities (Title X) Program.

Report Manager for the U.S. Department of Housing and Urban Development evaluation of the Administrative Agency component of the Housing Allowance Experiment (precursor to the Section 8 Program).

TEACHING EXPERIENCE

Department of City and Regional Planning, University of California, Berkeley

Lecturer (1986 and 2011) Taught graduate level course in Housing and Public Policy.

Lecturer (2008, 2009 and 2012) Taught graduate level course in Urban Economics.

Lecturer (1980-82) Taught undergraduate introductory course in housing.

School of Business Administration, University of California, Berkeley

Visiting Assistant Professor (1985) Taught undergraduate introductory course in Real Estate and Urban Land Economics.

Joint Appointment School of Business and Department of Urban and Regional Planning, University of Wisconsin, Madison

Assistant Professor (1982-85) Taught graduate level courses in Housing and Public Policy, Urban Economics, Real Estate Market Analysis, and Urban Land Economics Theory.

PUBLIC SERVICE

City of Berkeley, Housing Advisory Commissioner (2009-Present)

City of Berkeley, Public Works Commissioner (2007-2009)

East Bay Housing Organizations Policy Committee Member (2012-Present)

Resources for Community Development Board Member (2013)

HONORS AND RESEARCH GRANTS

Seventh Annual AREUEA - Homer Hoyt Dissertation Competition, Third Place Award

Graduate School, University of Wisconsin, Madison, Research Grant

U.S. Department of Housing and Urban Development, Annual Housing Survey Small Grant Program

University of California, Center for Real Estate and Urban Economics, Dissertation Research Grant

University of California, Chancellor's Patent Fund Grants

PUBLICATIONS

Marian F. Wolfe. "The Changing Problem of Overcrowded Housing." California Planner, March 1999.

Marian F. Wolfe. "What Do Developers Think of Public/Private Partnerships?" APA Northern News, November 1998.

Marian F. Wolfe. "How to Assess Retail Developers' Subsidy Requests." APA Northern News, March 1993.

Marian F. Wolfe. "Subsidies for Developers - Sound Fiscal Planning or Robbing Peter to Pay Paul." APA Northern News, February 1993.

Marian F. Wolfe. "Housing Price Impacts on Route 41." California Planner, October 1992.

Marian F. Wolfe. "Market Analysis of Madison, Wisconsin Specialty Shopping Centers." Madison, Wisconsin: University of Wisconsin, the School of Business, Working Paper #9-84-17, 1984.

Marian F. Wolfe. "The Impact of Nominal House Price Inflation on Recent Home Buyers." Final report for the U.S. Department of Housing and Urban Development, under Grant H-5637SG, 1984.

Marian F. Wolfe. "Investment Performance of Existing Rental Housing in Selected San Francisco Bay Area Communities." Berkeley California: University of California, Center for Real Estate and Urban Economics, 1983.

Marian F. Wolfe. "Economic Behavior and Attitudes of Rental Property Owners." Berkeley California: University of California, Center for Real Estate and Urban Economics, 1983.

Marian F. Wolfe. "The Actual and Perceived Profitability in Rental Housing: A Disaggregate Analysis. Phase One Report: Analysis of Key Informant Interviews; Phase Two Report: Selection and Survey of Rental Property Owners, and Phase Three Report: Analysis of Investor Interviews." Reports prepared for the American University and the U.S. Department of Housing and Urban Development. Washington, D.C., 1981-82.

CONFERENCE PAPERS AND PANELS

Panel Moderator for "Reluctant Neighbors: Dispute Resolution in Housing Development." U.C. Berkeley's Program on Housing and Urban Policy and U.C. Berkeley's Institute of Governmental Studies (January 2005).

"Guest Opinion Article on Inclusionary Housing" *San Francisco Business Times*. (December 2004).

"Linkage Between Child Care and Housing" Panel convened for the San Mateo Child Care Summit (September 2003) and for the Housing Leadership Council Annual Conference (October 2003).

"Housing Element Update Process: Action or Reaction?" Panel convened for the APA California Chapter Annual Conference, Sacramento, California, October 2001.

Invited participant in the City of Santa Monica's Technical Symposium designed to assess alternative approaches to set in-lieu fees on market rate housing development (January 2000).

"Perspectives on Public/Private Partnerships" Panel convened for the APA California Chapter Annual Conference, Costa Mesa, California, September 1998.

"Impact of Continuing Immigration on Existing California Neighborhoods," prepared for the APA California Chapter Conference, Palm Springs, California, October 1996.

"Developer Tax Sharing Agreements: Sound Fiscal Planning or Risky Business?" Panel convened for the APA California Chapter Annual Conference, Modesto, California, October 1993.

"Issues in Housing Policy Research," prepared for the Twenty-Seventh Annual Conference of the Association of Collegiate Schools for Planning, Atlanta, Georgia, November 1-3, 1985.

"An Empirical Examination of Landlord Behavior and Implications for Rental Housing Policies," prepared for the Twenty-Fifth Annual Conference of the Association of Collegiate Schools for Planning, San Francisco, California, October 21-23, 1983.

Additional Relevant Experience (VWA)

Feasibility Assessment

City of Oakland, CEDA – *Economic Feasibility of Inclusionary Zoning*

VWA worked as a subconsultant to the Hausrath Economics Group in a research study designed to test various Inclusionary Zoning Ordinance parameters on the financial feasibility of new residential development in various locations in Oakland. Once pro formas were developed for seven prototypes, different Ordinance scenarios were tested to see how they would impact financial feasibility of these prototypes. This research work was considered by the City Council in its deliberations regarding an Inclusionary Zoning Ordinance. The City Council has not yet adopted Inclusionary Zoning due to a downturn in the housing market.

City of Lafayette - *Development Feasibility Study for the Proposed Lafayette Town Center Project*

VWA assisted the City in its evaluation of the developer's request for financial assistance from the City. VWA prepared an independent assessment of the financial feasibility of the proposed Town Center Project under various public assistance options, fiscal impacts of the proposed development and recommended options to address the affordable housing requirement mandated by California Community Redevelopment Law.

City of Santa Rosa Department of Administrative Services - *Economic Analysis*

The purpose of this project was to assist the City of Santa Rosa in its deliberations regarding a developer's subsidy request. The final report covered the following four areas: the developer's financial arguments in favor of assistance, the current retail climate for power centers, other Northern California cities' experiences in providing subsidies to retail developers, and public policy issues relevant to providing developer subsidies.

City of Folsom Community Development Department - *Due Diligence and Economic Analysis*

The purpose of this project was to assist the City of Folsom in its negotiations with the developers of a large tract of undeveloped land in the eastern portion of the City. The tasks undertaken included assessment of assumptions and conclusions reached in technical financial memoranda submitted to the City by the developers' consultants and determination of whether a developer-requested subsidy would be in the City's interest.

California State Coastal Conservancy - Development Feasibility Study for the Proposed Visitor Center at the Guadalupe/Nipomo Dunes

VWA undertook a development feasibility study for a proposed visitor center that will be developed by the State Coastal Conservancy, the Nature Conservancy, and the City of Guadalupe. The feasibility study included an assessment of the proposed site for the center, analysis of potential market for revenue-producing uses of additional space at the center, and an assessment of potential revenues and costs.

Market Studies for Funding Applications

- **Neighborhood Partners, LLC** – *Tax Credit Market Study for Rochdale Grange Family Housing*
- **AF Evans Development, Inc.** – *Market Studies for Selected Projects*
- **American Baptist Homes of the West (ABHOW)** – *Tax Credit Market Studies for Senior Housing Projects in South Lake Tahoe and Carmel Valley*
- **National Equity Fund** – *Milpitas Senior Housing Market Study*
- **Eden Housing** – *Tax Credit Market Studies for Family and Senior Multifamily Projects in Hayward, Petaluma, North Richmond, Brentwood, Antioch, Dublin, Hercules, and Healdsburg*
- **Tenderloin Neighborhood Development Corporation** - *Tax Credit Market Study for the Curran House Project*
- **Oakland Housing Authority** – *Market Study for Coliseum Gardens HOPE VI Application*
- **Oakland Housing Authority** – *Market Study for Tassafaronga HOPE VI Application*

Housing Studies

Catholic Charities Housing Development Corporation - Market Analysis of a Downtown Oakland Mixed Use Project

VWA, in conjunction with another economics consulting firm, conducted a study of the market feasibility of a mixed-use project (Gateway) to be developed near the new State Office Building in downtown Oakland. Primary responsibilities included the development of protocols used in

the focus group interviews with potential tenants, convening of the groups, and analysis of results to determine the demand for affordable and market-rate residential units.

City of Healdsburg – Affordable Housing Strategy and Housing Element Update

VWA worked with the City of Healdsburg Planning Department to create that City's first Affordable Housing Strategy as well as to write several sections of the Housing Element. One important purpose of this contract was to plan programs and projects that could be funded by the \$800,000 in annual housing set-asides that the City received from its redevelopment area. Several working papers were completed, including an assessment of housing production during the prior ten year period, the financial feasibility of affordable housing, and housing strategies and funding programs.

Monterey County, Office of Intergovernmental Affairs - Pajaro Housing Study

Included within the Pajaro Housing Study was a door-to-door household survey of Kent's Court residents (34 households). VWA designed the survey, which included questions on demographics and housing characteristics, and analyzed the results. The survey was administered by the Center for Community Advocacy, a nonprofit housing advocacy group working in the area. The purpose of the study was to assess whether an existing farmworker housing project with multiple housing code violations should be rehabilitated or demolished and to locate additional sites in the Pajaro area that could be rezoned for low income housing residential development.

Oakland Housing Authority - HOPE VI West Oakland Planning Study

VWA was part of a team under contract with the Oakland Housing Authority (OHA) to assist in redesigning seven Housing Authority developments in West Oakland. The goal of VWA's planning work was to provide background financial feasibility information to OHA. This information was utilized in a successful HOPE VI Implementation Grant Application. In addition, VWA advised OHA on potential marketing strategies to attract a mixed-income resident group to OHA's sites in West Oakland. VWA worked with OHA in the preparation of the HOPE VI grant application to HUD. Funding for the project was authorized.

City of Milpitas, Planning Department – Housing Market Study

The City of Milpitas retained the services of VWA to assess current conditions in the Milpitas Housing Market, determine the type of luxury housing that could be built in the City, and assess the location and availability of remaining housing opportunity sites located outside its two Specific Plan Areas. The results of this study were useful in preparation of the 2009-2014 Housing Element.

Housing Elements

VWA Only

City of Sebastopol (2002 and 2007)
City of Menlo Park (2003)
Milpitas (2007)

VWA as a Sub-Consultant

Cities of Oakland, Healdsburg, Stockton, Wheatland, Windsor, Sonoma, Folsom, Woodland, South San Francisco, Union City, Ceres, Clayton, Visalia, and Madera and the Counties of Lake, Madera, and Siskiyou

Technical Assistance

City of Folsom, Community Development – Affordable Housing Consulting Services

VWA assisted city staff in implementing its inclusionary housing program and examining alternatives for developments that are part of the Specific Plan Area to meet the requirements. Other work included compiling information on funding sources for affordable housing and developing criteria to be used in allocating the City's housing trust funds and set-aside funds.

City of Union City – Technical Assistance with Inclusionary Housing Ordinance and Housing Element Update

VWA assisted the City in developing its inclusionary housing ordinance and prepared affordability gap analyses for several affordable housing prototypes. This information was used to develop an in-lieu fee recommendation, which was adopted. VWA also prepared information on special needs housing and housing programs and strategies as part of the housing element update. Since the City adopted its inclusionary housing program, VWA has been assisting City staff in administering the program. On an annual basis, VWA provides updates of the maximum affordable purchase prices for homes in the inclusionary program as well as updated affordable rent information.

County of Monterey, Housing and Redevelopment Division - Development of Housing Fund Application Procedures

VWA worked with the County to develop and implement procedures for allocating County housing funds. The procedures apply to projects funded with any of the County's housing funds,

which include inclusionary housing funds, redevelopment housing set-aside funds, Community Development Block Grant (CDBG) funds, HOME funds, and other special housing funds for which the County may be eligible. VWA also developed the criteria for choosing projects for funding.

City of Dublin – Affordable Housing Implementation Program

VWA worked for the City of Dublin to develop an Affordable Housing Implementation Program. The purpose of this program was to suggest changes to the existing inclusionary zoning policy, possibly other policies, and to recommend ways in which to spend housing trust funds to meet housing needs in Dublin.

City of Mountain View, Community Development Department - Technical Assistance

VWA provided technical assistance to the Community Development Department and Environmental Planning Commission in the following housing policy areas: below market rate housing ordinances (BMR), housing for seniors, and development of single room occupancy projects (SRO's). Technical assistance included preparation of background papers, presentations to the Commission and Council, and convening of focus groups. This work culminated in the recommendation by the Commission to the Council of several housing policies, including planning for a new SRO development in downtown Mountain View.



Report to the City Council
Council Meeting January 27, 2015

Agenda Section: Consent

Subject: Resolution Setting a Hearing to Approve the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 117 (395 S. Crane Ave. St Helena, CA. APN. 009-350-029-000).

CEQA Status

or Action: **Categorically Exempt, CEQA Guidelines Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, and Section 15061, No Possibility of Significant Effect on the Environment**

Prepared By: Steven Palmer, Director of Public Works

Approved By: Jennifer Phillips, City Manager

BACKGROUND

Ashley Hepworth & Greg Scheinfeld the owners of 395 S. Crane Ave, Napa County Assessor Parcel Number (APN) 009-350-029-000, have applied to be annexed in to the St. Helena Municipal Sewer District No. 1. A location map for the property is shown in Attachment 1. City Council approval of the connection is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer for tax purposes.

DISCUSSION

A couple of years ago, construction for extending the sewer main from Grayson Ave. to the rear property line of 1819 Vallejo on South Crane Ave. was performed at the request and expense of Mr. and Mrs. Smithers. At the end of the sewer extension a clean-out was installed at the northern property line of 395 South Crane Ave.

The Applicant is currently on a septic system and desires to hook-up to the City sewer. It is City policy that residential properties be connected to city sewer. The Applicant is responsible for reimbursing the Smithers for a share of the cost for the previous sewer extension in the amount of \$13,224.30, as described in the reimbursement agreement in Attachment 2. The Applicant is also responsible for extending the City sewer to their southern property line; and paying fees for annexation, connection, and sewer impact. The sewer impact fee will be paid prior to the physical hook-up and is calculated on the livable area currently on file with the Napa County Assessor's office. At the time of

connection to the City sewer, the existing septic system will be destroyed in accordance with Napa County Department of Environmental Management guidelines.

This resolution is the first step of the process to annex the property. The resolution requires a vote of at least two-thirds of all the members of the City Council (at least four affirmative votes). (Health & Saf. Code § 4643.)

The next step will be to notice and hold a public hearing for objections, if any, from persons interested in the proposed annexation during a regularly scheduled City Council meeting (March 10, 2015) and to consider a second resolution for annexation (which will also require at least four affirmative votes). (Health & Saf. Code §§ 4645-47.)

If the City Council approves the second resolution, 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 obtain required encroachment and sewer connection permits.

FISCAL IMPACT

The Applicant is responsible to reimburse the Smithers for the previous sewer extension, extend the City sewer along their property frontage, and pay annexation, connection, and impact fees.

RECOMMENDED ACTION

Adopt Resolution Setting a Hearing to Approve the Annexation of Territory to the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 117 (395 S. Crane Ave. St Helena, CA. APN. 009-350-029-000).

ATTACHMENTS

1. Location Map
2. Reimbursement Agreement with Smithers
3. Resolution



City of Helena
A Commitment to Progress

St. Helena Municipal Sewer District No. 1, MSD Annexation No. 117



Legend
☐ Parcels
☐



Notes
 Disclaimer: This map was prepared for informational purposes only.
 No liability is assumed for the accuracy of the data delineated hereon.
 This map was printed on 1/15/2015

395 S. Crane Avenue
 APN. 009-350-029-000

573.4 286.70 573.4 Feet

0

573.4



2012-0024895

Recorded	REC FEE	0.00
Official Records		
County of	CCN1-NO FEE CON	0.00
Napa		
JOHN TUTEUR		
Assessor-Recorder-Cou		

08:19AM 20-Sep-2012 | JH Page 1 of 17

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City Clerk
City of St. Helena
1480 Main Street
St. Helena, California 94574

**EXEMPT FROM RECORDING FEES -
SECTION 27383 GOVERNMENT CODE****REIMBURSEMENT AGREEMENT**

Public Improvement Reimbursement Agreement _____ Sewer Main Extension Along
Crane Avenue

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into this 26th day of June, 2012, by and between MARK B. SMITHERS and PAMELA F. SMITHERS, as trustees of the Smithers Family Trust U/T/A dated September 14, 2010 (collectively, "Smithers"), and the CITY OF ST. HELENA, a California Municipal Corporation ("City" and collectively with Smithers, the "Parties").

RECITALS

A. Smithers is the owner of real property in the City, located at 1819 Vallejo Street, City of St. Helena, Napa County AP No. 009-350-028, more particularly described in Exhibit A attached hereto (the "Smithers Property").

B. Smithers wishes to obtain approvals for and install certain improvements on the Smithers Property, which require connection to the City's municipal sewer system.

C. Extending the municipal sewer system from the system's existing terminus on Crane Avenue is the most suitable method of facilitating the connection of the Smithers Property to the municipal sewer system. This extension would provide benefit to other properties in the vicinity if they subsequently connected to the extension.

D. The City and Smithers concur that a reimbursement agreement pursuant to Chapter 17.176 of the St. Helena Municipal Code would be an appropriate mechanism whereby the City would require additional property owners to contribute to Smithers' financing costs when and if their properties are connected to the City's sewer system by use of the Crane Avenue Extension.

E. In May 2012, a comprehensive Crane Avenue Sewer Extension Plan for extension of the municipal sewer system from its existing terminus on Crane Avenue to the Smithers Property was submitted to the City on behalf of Smithers (the "Plan"). The

Plan, prepared by licensed civil engineers at no cost to the City, included detailed drawings for the Crane Avenue Sewer Extension and for connecting the Smithers Property to the Crane Avenue Sewer Extension. The City is prepared to consider the Plan following approval and execution of this Agreement.

F. Smithers has submitted documents to the City which show that the total engineering design and construction costs of the Crane Avenue Sewer Extension and connection of the Smithers Property are estimated to be Sixty-six Thousand One Hundred Twenty-one Dollars Fifty Cents (\$66,121.50). Smithers has agreed to fund the Crane Avenue Sewer Extension and is referred to herein as the "Financing Party."

G. The City's Director of Public Works has evaluated the feasibility of additional property owners connecting to the Crane Avenue Sewer Extension without having to construct additional public facilities. Based on that evaluation, the Director has determined that the Crane Avenue Sewer Extension has been designed and constructed with sufficient capacity to serve additional residential properties.

H. On JUNE 26, 2012, and pursuant to Section 17.176.030, the City Council held a noticed public hearing and adopted Resolution No. 2012-45 in which the City Council found that: (1) the Crane Avenue Sewer Extension is a public improvement which will, upon completion, be accepted by the City; (2) the Crane Avenue Sewer Extension has the capacity and capability of serving and is designed to serve additional properties not within the proposed development due to the supplemental size and capacity of the improvement; (3) the proposed benefit district represents a geographical area of property which will benefit directly and substantially by the public improvement; and (4) the method of determining contribution and the amount of contribution is fair and reasonable to both the Financing Party and the benefited property owners and fairly distributes the charge among all subject parcels in proportion to the estimated benefit each will receive from the proposed improvement. A map showing the benefited properties and a list of each property by County Assessor parcel number (each "Benefited Property" and collectively the "Benefited Properties") is attached hereto as **Exhibit B**.

I. The Crane Avenue Sewer Extension is located as shown on the map attached hereto as **Exhibit D**. The City has determined that the Crane Avenue Sewer Extension has been designed and constructed to enable connection and service to properties not owned by the Parties to this Agreement but lying within an area that could be served by the Crane Avenue Sewer Extension.

J. The City has concluded that it would be fair and reasonable for Smithers, as Financing Party, to be reimbursed a total sum of Fifty-two Thousand Eight Hundred Ninety-seven Dollars Twenty Cents (\$52,897.20), which sum represents the cost allocated to the Crane Avenue Sewer Extension, less the portion allocated to the Smithers Property, which is Thirteen Thousand Two Hundred Twenty Four Dollars Thirty Cents (\$13,224.30). The contribution costs for each Benefited Property are depicted on **Exhibit C**.

K. In the event that the cost of the Crane Avenue Sewer Extension exceeds Sixty-six Thousand One Hundred Twenty-one Dollars Fifty Cents (\$66,121.50) the excess cost would be divided equally between the five (5) properties that make up the Smithers Parcel and the Benefited Properties and shall be added to the amounts depicted in **Exhibit C** in order to determine the contribution amount for each parcel.

L. The administrative costs to be charged by the City to administer the Reimbursement Agreement are shown in **Exhibit C**.

M. This Agreement is entered into pursuant to the authority of Chapter 17.176 of the St. Helena Municipal Code relating to reimbursement for public improvements and is intended to ensure that Smithers is reimbursed the amounts to which it is entitled from the owners or developers of the Benefited Properties, insofar as they become connected to the City's sewer system via the Crane Avenue Sewer Extension subsequent to the execution of this Agreement.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the Parties hereto agree as follows:

AGREEMENT

1. **Financing Party's Right to Reimbursement.** City shall reimburse to Smithers (the "**Financing Party**") the "Contribution Charges" (as defined in Section 2) collected from the owners of the Benefited Properties, without offset, prior notice or demand, on the terms and conditions set forth herein.

2. **Method and Timing of Payment.** City agrees to collect the contribution charges set forth in **Exhibit C** of this Reimbursement Agreement, plus a pro rata share of any cost over runs plus interest at the rate of one and one-half percent (1.5%) per annum from the date of the Agreement (collectively "**Contribution Charges**"), from a Benefited Property as follows:

(a) The City shall collect the Contribution Charges at the time a Benefited Property connects to the Crane Avenue Sewer Extension, pursuant to the provisions of Section 17.176.050 of the St. Helena Municipal Code relating to Reimbursement for Public Improvements, as may be amended from time to time;

(b) If the owner of a Benefited Property owner secures a Land Use Entitlement, as defined by Section 17.176.020 of the St. Helena Municipal Code, and the value of the improvements to the Benefited Property permitted by the Land Use Entitlement exceed fifty percent (50%) of the total assessed value of the Benefited Property (as determined by the most current Assessor's rolls at the time the Land Use Entitlement is secured), the City shall require such Benefited Property to connect to the Crane Avenue Sewer Extension;

(c) The City shall pay any such Contribution Charges collected under the this Agreement to the Financing Party within thirty (30) days of receipt, after City reimburses itself for the administrative cost as shown in Exhibit C; and

(d) Notwithstanding the above, no Contribution Charges may be distributed to the Financing Party until the Crane Avenue Sewer Extension is completed and accepted by the City.

3. **Term.** This Agreement shall be effective upon execution by Smithers and approval by the City Council and shall remain in effect for thirty (30) years from the date of City Council approval or until the Financing Party has been reimbursed in full, whichever is earlier.

4. **Construction of Improvement.** Smithers shall be solely responsible for the design, financing and construction of the Crane Avenue Sewer Extension, which shall be to the satisfaction of the City in the City's sole discretion.

5. **Indemnity and Insurance.** Smithers shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death of persons or property in any manner arising out of or incident to Smithers' performance of this Agreement, including without limitation all consequential damages, attorney's fees and court costs, whether or not resulting from the negligence of Smithers or Smithers' agents. This indemnity shall extend to any legal action commenced by any third party against City challenging the terms of this agreement or seeking judicial review. Smithers shall require all persons doing work on the Crane Avenue Sewer Extension, including its contractors and subcontractors, to obtain and maintain insurance of the types, in the amounts, in a form and with carriers satisfactory to City.

6. **Acceptance of Work.** Upon completion of the Crane Avenue Sewer Extension to the satisfaction of City, it shall be presented to the City Council for dedication and acceptance and for authorization to file a Notice of Completion. The City Council shall accept the Crane Avenue Sewer Extension if it determines that the improvements were constructed in accordance with the approved plans, specifications and contract documents, that they operate satisfactorily, and that all other requirements of this Agreement have been satisfied. City agrees that it will act in good faith in making the determination whether the improvements were constructed in accordance with the approved plans, specifications and contract documents, that they operate satisfactorily, and City will not unreasonably withhold acceptance of the Crane Avenue Sewer Extension. Upon the City's acceptance of the improvements, Smithers shall assign to City all of Smithers' rights and remedies, including warranties, as set forth in the approved contract documents, and thereafter City shall have the same recourse under said contract documents that City would have had if City itself had engaged Smithers' contractor to construct the improvements. Until the City Council has formally accepted the Crane Avenue Sewer Extension, Smithers shall be solely responsible for all damage to the work, regardless of cause, except damage due to the sole negligence of City, or its

employees. From and after acceptance of the Crane Avenue Sewer Extension by formal action of the City Council, ownership shall be vested exclusively in City.

7. **City Liability.** Reimbursement to the Financing Party shall be paid only from Contribution Charges from the Benefited Properties collected by City under this Agreement. City shall use its good faith, best efforts to collect the Contribution Charges from the Benefited Properties and shall not waive the Contribution Charges or offset any Contribution Charges against any other obligations, and shall not permit, during the term of this Agreement, any Benefited Property to connect to the Crane Avenue Sewer Extension unless and until such Benefited Property pays its Contribution Charge in full to the City. No funds shall be collected from any Benefited Party following thirty (30) years after the effective date of this Agreement. No funds shall be collected from any Benefited Party for sewer connections that were made prior to the execution of this Agreement. After formation of the Benefit District and City's good faith, best efforts to secure payment of Contribution Charges as provided herein, City shall not be liable to the Financing Party for failure of City to collect a Contribution Charge due from a Benefited Property or from legal inability to collect the charge from a Benefited Property. Nothing in this Agreement shall be construed as preventing any Benefited Property from constructing its own sewer system connection, in accordance with the laws, ordinances and regulations then in effect, if so permitted by the City to meet the sewer system requirements imposed by the City.

8. **Binding Upon Successors.** This Agreement and all of the rights, duties, and liabilities contained herein shall inure to the benefit of, and is binding upon, the heirs, personal representatives and successors of the parties hereto. The Contribution Charges shall be paid to the Financing Party or to his lawful heirs, successors or assigns. The Financing Party or their lawful heirs, successors or assigns shall notify City in writing of any change of address, in the manner set forth in Notice section below. If the City is unable to deliver Contribution Charges to the Financing Party or their lawful heirs, successors or assigns because of an invalid address, such charges shall escheat to the State of California in accordance with state law. Any assignment of the Financing Party's interests shall be effective for reimbursement payment purposes only after notice in writing shall have been delivered to the City Manager of the City of St. Helena in the manner set forth below. Thereafter, reimbursement shall then be made to the assignee and City shall be discharged and relieved of any further obligation to make reimbursement payments to the assignor. The obligations of the Benefited Properties to pay the Contribution Charges to the City upon connecting to the Crane Avenue Sewer Extension shall run with the land with respect to the Benefited Properties and shall bind and inure to the benefit of successive owners of the Benefited Properties. For this reason, this Agreement is being recorded in the Official Records of the Recorder's Office of Napa County.

9. **Interpretation.** This Agreement is entered into under, and shall be construed and interpreted according to, the laws of the State of California.

10. Attorney's Fees. Should any legal action be brought by any party because of breach of the Agreement or to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to all reasonable attorney's fees, court costs and necessary disbursements in connection with such litigation.

11. Integrated Agreement. This Agreement contains all of the agreements of all of the parties and supersedes all negotiations, previous agreements and conditions of development approval by and between the parties with respect to the parties' rights and obligations concerning the Crane Avenue Sewer Extension. This Agreement cannot be amended or modified except in writing signed by all parties.

12. Severability. The enforceability or validity or illegality of any provision of the Agreement shall not render the other provisions unenforceable, invalid or illegal.

13. Notice. Any demand or notice which any party hereto desires or may be required to make or deliver to the others shall be in writing and shall be deemed delivered when personally served or when deposited, prepaid in the United States mail, registered or certified, return receipt requested, addressed as follows:

City: City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Financing Party: Mark B. Smithers, as trustee of the Smithers Family Trust U/T/A
dated September 14, 2010
Pamela F. Smithers, as trustee of the Smithers Family Trust U/T/A
dated September 14, 2010
1819 Vallejo Street
St Helena, CA 94574

{Signature Page Follows}

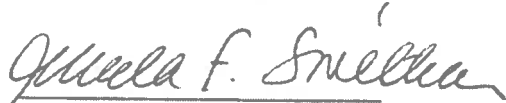
This Reimbursement Agreement is executed on the 13th day of Sept., 2012, at St. Helena, California.

CITY OF ST. HELENA

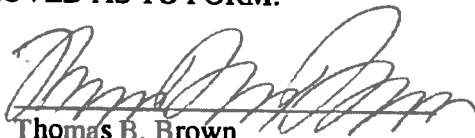
By 
Gary Broad
City Manager, St. Helena

FINANCING PARTY

By 
MARK B. SMITHERS, as
trustee of the Smithers
Family Trust U/T/A dated
September 14, 2010

By 
PAMELA F. SMITHERS, as
trustee of the Smithers
Family Trust U/T/A dated
September 14, 2010

APPROVED AS TO FORM:

By 
Thomas B. Brown
City Attorney, St. Helena

STATE OF CALIFORNIA)
COUNTY OF NAPA)

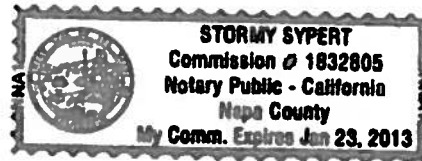
SS:

On September 14, 2012, before me, Stormy Syper, Notary Public, personally appeared MARK B. SMITHERS, 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 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.

Stormy Syper
Notary Public



STATE OF CALIFORNIA)
COUNTY OF NAPA)

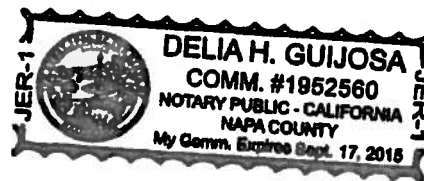
SS:

On September 13, 2012, before me, Delia H. Guijosa, personally appeared PAMELA F. SMITHERS, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or 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.

Delia H. Guijosa
Notary Public



STATE OF CALIFORNIA)
COUNTY OF NAPA)

SS:

On September 13, 2012, before me, Delia H. Guijosa, Notary Public
personally appeared personally appeared Gary Broad, 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.

Delia H. Guijosa
Notary Public

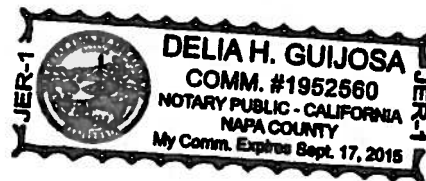


EXHIBIT A

(Legal Description of Smithers Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAINT HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE, AS SHOWN ON THE MAP ENTITLED, "RECORD OF SURVEY MAP OF THE LANDS OF WILLIAM II. REED, ET UX", FILED JANUARY 3, 1963 IN BOOK 10 OF SURVEYS, AT PAGE 7, IN THE OFFICE OF THE RECORDER OF NAPA COUNTY, CALIFORNIA.

APN: 009-350 028-000

EXHIBIT B

(Map showing the Benefited Properties)

PARCEL TABLE		
PARCEL #	APN	ADDRESS
1	009-350-028	1819 VALLEJO STREET
2	009-350-021	487 CRANE AVENUE
3	009-350-022	475 CRANE AVENUE
4	009-350-023	453 CRANE AVENUE
5	009-350-029	395 CRANE AVENUE

NOTES:

1. THIS REPORT IS BASED ON GOOGLE EARTH PRO TOPOGRAPHICAL, IMAGERY, COUNTY ASSESSOR'S PARCEL MAP DATA, AND SURVEY DATA PROVIDED BY TERRA FROM SURVEYS. DELTA CONSULTING A ENGINEERING MAKES NO WARRANTY AS TO THE COMPLETENESS OR CORRECTNESS OF INFORMATION PROVIDED BY OTHERS.
2. THIS REPORT IS INTENDED TO IDENTIFY PARCELS OF LAND THAT MAY, IF SO DESIRED, CONNECT TO THE CITY SEWER SYSTEM BY IMPLEMENTATION OF THE PLANNED SEWER MAIN EXTENSION IN CRANE AVENUE.
3. THIS ANALYSIS IS BASED ON APPROXIMATE AERIAL TOPOGRAPHIC DATA AND IS NOT MEANT TO GUARANTEE THAT ANY CERTAIN PARCEL MAY CONNECT TO THE CITY SEWER SYSTEM.
4. ADDITIONAL ANALYSIS AND DESIGN WILL BE REQUIRED FOR EACH PARCEL THAT PROPOSES TO CONNECT TO THE CITY SEWER SYSTEM TO DETERMINE FEASIBILITY.
5. ADDITIONAL LEGAL REQUIREMENTS (E. EASEMENTS, ETC.) MAY BE REQUIRED FOR ANY GIVEN PARCEL TO CONNECT TO THE CITY SEWER SYSTEM.

SEWER SERVICE BENEFIT DISTRICT MAP



BENEFIT DISTRICT MAP
CRANE AVENUE SEWER EXTENSION
ST. HELENA
CA

DELTA CONSULTING & ENGINEERING
OF ST. HELENA
1104 ADAMS STREET, SUITE 203 ST. HELENA, CALIFORNIA 94774
707-943-6286 • 707-943-6223 FAX

DATE: 5/21/12
SCALE: 1"=200'
JOB #: L-109
APN:

This page may not be reproduced

BY:

[Signature]

EXHIBIT C
(Calculations of Contribution Charges)

Parcel Number shown on Exhibit B	Address	Assessor's Parcel Number	Calculated Fair Share	Contribution Charges to be Collected by City (see Note #1)	Administrative Costs to be Reimbursed to City (See Note #1)	Contribution Charges to be Reimbursed to Smithers (see Note #2)
1 (Smithers Property)	1819 Vallejo Street	009-350-028	\$13,224.30	-	-	-
2	497 Crane Street	009-350-021	\$13,224.30	\$13,324.30	\$100	\$13,224.30
3	475 Crane Street	009-350-022	\$13,224.30	\$13,324.30	\$100	\$13,224.30
4	453 Crane Street	009-350-023	\$13,224.30	\$13,324.30	\$100	\$13,224.30
5	395 Crane Street	009-350-029	\$13,224.30	\$13,324.30	\$100	\$13,224.30
Total			\$66,121.50	\$53,297.20	\$400	\$52,897.20

NOTES:

- 1) Calculated Fair Share costs for Benefited Parcels shall be increased by any excess cost as provided in Recital K above and by a \$100 administrative cost per parcel to be reimbursed to City; the resulting total Contribution Charge shall be increased by an interest rate of 1.5% per annum from the date of the Agreement.
- 2) Contribution Charges reimbursed to Smithers shall include any excess costs as provided in Recital K above and accrued interest.

EXHIBIT D

(Plans for Crane Avenue Sewer Extension)

1. **What is the difference between a "strong" and a "weak" form of a vowel?**
 A strong form of a vowel is one that is pronounced with a full, clear sound, while a weak form is one that is pronounced with a reduced, less clear sound. Strong forms are typically found in stressed syllables, while weak forms are found in unstressed syllables.

2. **What is the difference between a "long" and a "short" vowel?**
 A long vowel is one that is pronounced for a longer duration than a short vowel. Long vowels are typically found in stressed syllables, while short vowels are found in unstressed syllables.

3. **What is the difference between a "close" and an "open" vowel?**
 A close vowel is one that is pronounced with the tongue close to the roof of the mouth, while an open vowel is one that is pronounced with the tongue low in the mouth. Close vowels are typically found in stressed syllables, while open vowels are found in unstressed syllables.

4. **What is the difference between a "front" and a "back" vowel?**
 A front vowel is one that is pronounced with the tongue towards the front of the mouth, while a back vowel is one that is pronounced with the tongue towards the back of the mouth. Front vowels are typically found in stressed syllables, while back vowels are found in unstressed syllables.

5. **What is the difference between a "high" and a "low" vowel?**
 A high vowel is one that is pronounced with the tongue high in the mouth, while a low vowel is one that is pronounced with the tongue low in the mouth. High vowels are typically found in stressed syllables, while low vowels are found in unstressed syllables.

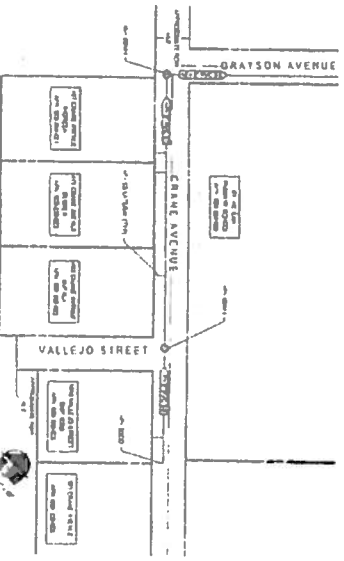
6. **What is the difference between a "diphthong" and a "monophthong"?**
 A diphthong is a vowel sound that changes from one vowel to another within the same syllable, while a monophthong is a single, pure vowel sound. Diphthongs are typically found in stressed syllables, while monophthongs are found in unstressed syllables.

7. **What is the difference between a "schwa" and a "vowel"?**
 A schwa is a neutral, unstressed vowel sound, while a vowel is any sound that is produced by the vocal cords. Schwas are typically found in unstressed syllables, while other vowels are found in both stressed and unstressed syllables.

8. **What is the difference between a "stress" and a "pitch" accent?**
 A stress accent is one that is pronounced with a stronger, more forceful sound, while a pitch accent is one that is pronounced with a higher or lower pitch. Stress accents are typically found in stressed syllables, while pitch accents are found in unstressed syllables.

9. **What is the difference between a "rhotic" and a "non-rhotic" accent?**
 A rhotic accent is one that includes the sound of the letter 'r', while a non-rhotic accent is one that does not. Rhotic accents are typically found in the Southern and Western United States, while non-rhotic accents are found in the Northeast and Midwest.

10. **What is the difference between a "dialect" and an "accent"?**
 A dialect is a variety of a language that is spoken in a particular region or by a particular group of people, while an accent is a particular way of pronouncing the words of a language. Dialects can differ in grammar, vocabulary, and pronunciation, while accents only differ in pronunciation.

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SITE MAP

PROJECT INDEX

PROJECT INFORMATION

REVIEWS



North Arrow



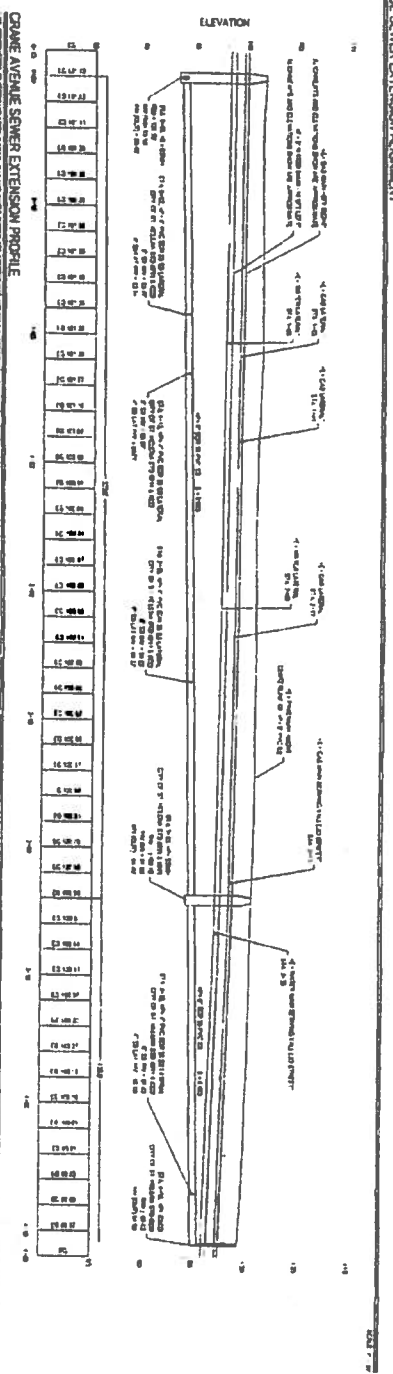
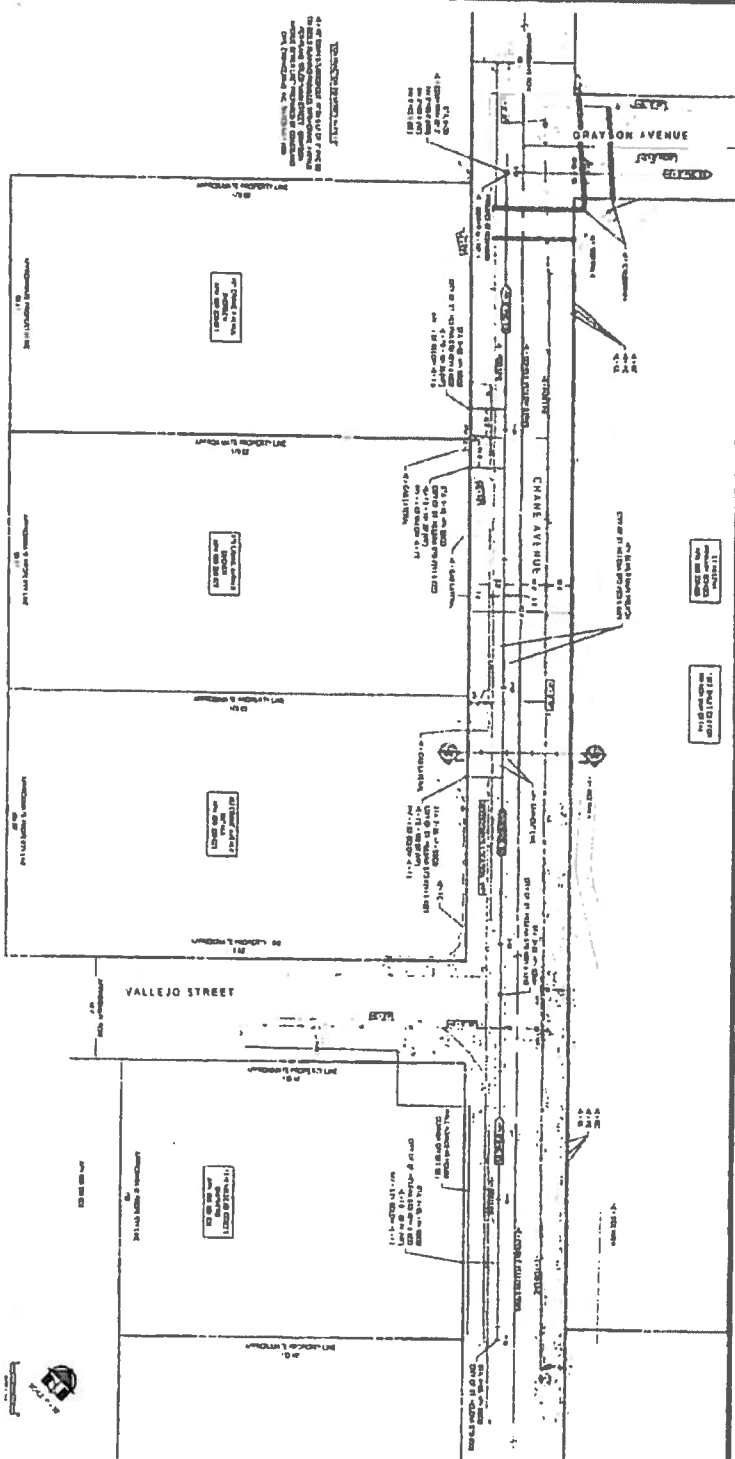
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CITY OF ST. HELENA RESOLUTION NO. 2015-

**SETTING A HEARING TO APPROVE THE ANNEXATION OF
TERRITORY INTO THE ST. HELENA MUNICIPAL SEWER DISTRICT
NO. 1**

MSD ANNEXATION NO. 117

395 S. Crane Ave. St Helena, CA. APN. 009-350-029-000

RECITALS

- A. The property at 395 S. Crane Avenue, St Helena, California, APN. 009-350-029-000 will benefit from annexation into the St. Helena Municipal Sewer District No. 1; and
- B. The owners of 395 S. Crane Avenue have requested annexation into the St. Helena Municipal Sewer District No. 1; and
- C. The territory to be annexed is 395 S. Crane Avenue, St Helena, California, APN. 009-350-029-000; and
- D. All annexation fees have been paid.

RESOLUTION

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

- 1. The territory described as 395 S. Crane Avenue, St Helena, California, APN. 009-350-029-000 is hereby ordered annexed; and
- 2. A hearing for objections, if any, by any person interested in the proposed annexation shall be held during the regular meeting of the City Council at 6:00 on March 10, 2015.

Approved at a Regular Meeting of the St. Helena City Council on January 27, 2015 by the following vote (at least four affirmative votes required):

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

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