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

ST. HELENA CITY COUNCIL
REGULAR MEETING
APRIL 14, 2015

4:00 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 Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (Two potential case)

c. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION; Government Code Section 54956.9, subdiv. (d)(2): Significant exposure to litigation (one potential case)

d. CONFERENCE WITH LABOR NEGOTIATORS—Government Code section 54957.6:
City designated representative: Mayor Alan Galbraith
Unrepresented employee: City Manager

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 <u>3 minutes.</u> 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.

PRESENTATIONS AND PUBLIC RECOGNITIONS

8. Proclamation – National Library Week, April 12-18, 2015, presented to St. Helena Library

9. Proclamation – GIVE BIG ST. HELENA!, presented to GIVE BIG St. HELENA! Steering Committee

10. Proclamation – National Crime Victims' Rights Week – April 19 to 25, 2015, presented to Napa County District Attorney's Office, Victim Services Division

11. Proclamation – Sexual Assault Awareness Month April 2015, presented to Sexual Assault Victim Services (SAVS), CEDV Napa Police Department, Napa Emergency Women's Services

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)

12. Consideration and proposed approval of resolution approving a professional services agreement with Interwest Consulting Group, Inc. in the amount of $11,540 for Specifications and Estimate for the 2015 Pavement Rehabilitation Project, and transferring $276,601 from Capital Improvement Project R-71 to R-48
    <u>CEQA Status:</u> Categorically Exempt, Section 15301, Existing Facilities Class I
    <u>Lead Staff:</u> Steven Palmer, PE – Director of Public Works/City Engineer
    <u>Recommendation:</u> Adopt

13. Consideration and proposed approval of resolution adopting a revised conflict of interest code for the City of St. Helena and rescinding Resolution 2012-76
CEQA Status: Not a CEQA Project
Lead Staff: Cindy Black, City Clerk
Recommendation: Adopt

14. Consideration and proposed approval of resolution for a Professional Services Agreement with Glenmount Global Solutions in the amount of $21,500 for City of St. Helena Remote Terminal Unit Upgrades (Meadowood Tank and Pump Station)
CEQA Status: Categorically Exempt, Section 15301, Existing Facilities Class I
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

NEW BUSINESS

15. Consideration and proposed approval of a resolution approving an employment agreement with Noah Housh to serve as the City's Planning and Community Improvement Director
CEQA Status: Not a CEQA Project
Lead Staff: Jennifer Phillips, City Manager
Recommendation: Adopt

16. Consideration and proposed approval of resolution approving a Senior Management Analyst/Water Conservation Coordinator position for a total cost of $18,800 for FY 2014-15
CEQA Status: Not a CEQA Project
Lead Staff: Jennifer Phillips, City Manager
Recommendation: Adopt

17. Independent Auditor's Report on Internal Control over Financial Reporting
CEQA Status: Not a CEQA Project
Lead Staff: April Mitts, Finance Director
Recommendation: Receive and Accept

18. FEMA/OES Refund Update
CEQA Status: Not a CEQA Project
Lead Staff: April Mitts, Finance Director
Recommendation: No Action

19. Consideration and proposed approval of resolution for development of a Grant Manager Position and Appropriation of Funds for Remainder of FY 2014-15 in the amount of $19,000
CEQA Status: Not a CEQA Project
Lead Staff: April Mitts, Finance Director
Recommendation: Adopt

PUBLIC HEARING

20. Appeal of the February 3, 2015 Planning Commission decision to deny a Demolition Permit, Parcel Map, Use Permit and Design Review in order to demolish an existing single-family residence, subdivide the existing parcel into two parcels (creating a flag lot) and develop a new two-story single-family residence on each of the new parcels at 1837 Pine Street in the MR: Medium Density Residential district

CEQA Status:	Categorically Exempt
Lead Staff:	Victor Carniglia, Planning Consultant
Recommendation:	Adopt resolution denying appeal

ADJOURNMENT The next Regular City Council meeting is scheduled for April 28, 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 April 10, 2015.

Cindy Black

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://cityofsthelena.org and will be available for public review at the respective meeting.

City of St. Helena
PROCLAMATION

Proclamation for National Library Week, April 12-18, 2015

WHEREAS, National Library Week has been a national observance each April since 1958, providing a time to celebrate the contributions of our nation's libraries and librarians and to promote library use and support;

WHEREAS, our library employees and volunteers work continually to meet the changing needs of our community, providing resources, services and programs for all and bringing services outside of library walls;

WHEREAS, the library and its staff brings together community members to enrich and shape the community and address local issues;

WHEREAS, libraries are the great equalizers, providing access to information, recreation, cultural experiences, and more free of charge;

WHEREAS, as local leaders we make an investment in the future of our community by supporting our library, and private donors, grantmakers, and foundations who invest in libraries likewise recognize the value of libraries for individuals, our city and our nation;

WHEREAS, the return on this investment is evident in the commitment the library makes to the community and even more so in the investment that individuals make in themselves as library users;

WHEREAS, the City of St. Helena this year celebrated 140 years of library service;

NOW, THEREFORE, be it resolved that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim April 12-18, 2015 National Library Week. I encourage all our residents to visit the library this week, and every week, to take advantage of this indispensable community resource. Lives change at your library.

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Alan Galbraith, Mayor
City of St. Helena

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Item No: 9

CITY OF ST. HELENA
PROCLAMATION

GIVE BIG ST. HELENA!

WHEREAS the City of St. Helena, acting though its City Council, wishes to express its appreciation for those who have generously supported **GIVE BIG ST. HELENA!;** and

WHEREAS this March members of the St. Helena community are joining together to raise funds and awareness to support and improve St. Helena's Public Schools through a community-driven program, **GIVE BIG ST. HELENA!;** and

WHEREAS community members and businesses have generously provided their support for this important program; and

WHEREAS ST. Helena's four public schools, their students, their educators, their administrators, and the St. Helena community as a whole will enjoy valuable and enduring benefits from their generosity; and

NOW, THEREFORE, I, Alan Galbraith, by virtue of the authority vested in me as Mayor of the City of St. Helena, County of Napa, State of California, and on behalf of the City of St. Helena wish to honor, recognize, and congratulate:

Spottswoode Winery
Trinchero Family Estates
Jim & Stephanie Gamble
Anonymous Friends (2)
Continuum Estate
Gott's Roadside
Julie and Gary Wagner
Marcia Mondavi Borger Family
Timothy Mondavi Family
Kathy and Frank Dotzler
Alexander & Cessna Barrett/38 Real Estate
Ron and Susan Krausz
Ana Canales & Bruce Streblow
Backen Gillam Kroeger Architects
Christina Abreu
Cottrell Cutting Family
David Miner
Grace Family Winery
John & Andrea Robinson
Mark Nelson and Dana Johnson
Sarah Gott
St. Helena Odd Fellows
Stephen C. McCullagh Fund
The Anagnostakis Family
V. Sattui Winery

On their important and generous support of **Give Big St. Helena!** and acknowledge the many benefits conveyed to our public schools and our community through their support. The City Council urges all citizens to join us in celebrating their generosity and commitment to St. Helena.

Dated: April 14, 2015

Mayor Alan Galbraith,
City of St. Helena

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City of St. Helena
PROCLAMATION
National Crime Victims' Rights Week – April 19 to 25, 2015

WHEREAS, in 1981, President Reagan first declared Crime Victims' Rights Week to help focus the nation's attention on the impact of crime on victims; and

WHEREAS, crime imposes devastating emotional, physical, financial, spiritual and social impact not only on victims and survivors, but also their family members, friends, neighbors, schools, and the entire community; and

WHEREAS, this year's theme, *Engaging Communities. Empowering Victims.*, emphasizes the role of the entire community, individually and collectively, to provide the necessary support, assistance, protection, and safety as victims and survivors of crime cope with the short and long-term consequences of crime; and

WHEREAS, Napa County District Attorney's Office, Victim Services Division is joining forces with victim services providers, criminal justice agencies, and concerned citizens throughout the County of Napa and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week.

NOW THEREFORE, I, Alan Galbraith, as Mayor of the City of St. Helena, do hereby proclaim the week of April 19 through 25, 2015, as National Crime Victims' Rights Week and affirm St. Helena's commitment to respect and enforce victims' rights and address their needs during National Crime Victims' Rights Week and throughout the year; and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

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Alan Galbraith, Mayor
City of St. Helena

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CITY OF ST. HELENA
PROCLAMATION

Sexual Assault Awareness Month
April 2015

The month of April 2015 is Sexual Assault Awareness Month in California, and throughout the United States. This year's campaign is dedicated to creating safer campuses through campus sexual violence prevention and healthy sexuality. It's time to proclaim our commitment to safer campuses and brighter futures. **"It's Time to Act: Safer Campuses. Brighter Futures. Prevent Sexual Violence."**

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that healthy sexuality means having the knowledge and power to express sexuality in ways that enrich our lives. It's about every person being able to make consensual, respectful, and informed choices. There is no room for pressure, violence, or control. We will challenge unhealthy messages and stereotypes on campus, in our culture, and the media. We will use our voices to counter misrepresentations and promote respect; and

WHEREAS, We will use our voices to share information and skills to support sexual violence prevention and healthy sexuality on campus, learn from one another, and model the respect and safety we all deserve. We will connect with resources to empower us to build healthy relationships and healthy futures. For over 33 years Sexual Assault Victim Services, a program of NEWS, has led the way in promoting healthy sexuality and prevention of sexual violence on campus; by providing 24-hour hotline services to survivors and their significant others, offering prevention education, responding to emergency calls, and by offering support and comfort to those impacted by sexual assault during forensic medical exams, all criminal proceedings, and empowering those impacted by sexual assault to chart their own course for healing; and

WHEREAS, NEWS' Sexual Assault Victim Services for Napa County requests public support and assistance as it continues its effort to create a future where all women, men and children can live free from violence and exploitation. With leadership, dedication, and encouragement, there is evidence that we can be successful in promoting healthy sexuality and preventing sexual violence in the City of St. Helena, and throughout Napa County, through increased education, awareness, and community involvement. In collaboration with NEWS' Sexual Assault Victim Services, we must work together to educate our community about sexual violence prevention, support survivors, and speak out against harmful attitudes and actions. We can all create positive change for safer campuses and brighter futures; ***It's Time……***

Now, therefore, let it be resolved, that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim the month of April 2015, as **Sexual Assault Awareness Month** in St. Helena and I commend this observance to all citizens.

____________________________ Dated: April 14, 2015

Mayor Alan Galbraith,
City of St. Helena

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Item No: 12

Report to the City Council
Council Meeting of April 14, 2015

Agenda Section: **Consent Calendar**

Subject: **Resolution approving a professional services agreement with Interwest Consulting Group, Inc. in the amount of $11,540 for Specifications and Estimate for the 2015 Pavement Rehabilitation Project, and transferring $276,601 from Capital Improvement Project R-71 to R-48**

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

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

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

BACKGROUND

The City's PMP was recently updated by Nichols Consulting Engineers (NCE). This work was performed as part of the Metropolitan Transportation Commission's (MTC) Pavement Management Technical Assistance Program, Round 15 (PTAP-15) at no cost to the City. NCE's pavement management update report (PMP Report) presents the funding needs and various budget scenarios. Staff is using this PMP Report to develop a two-year rehabilitation strategy. Once the two-year strategy is developed, the City will need to prepare specifications and bid documents for the first year pavement rehabilitation project.

DISCUSSION

In order to prepare specifications and bid documents in a timely manner, the City requires a consultant with experience in performing the design of pavement rehabilitation projects. City staff has determined that Interwest Consulting Group, Inc. has the appropriate pavement rehabilitation project design experience required to prepare a complete set of bidding documents that will be necessary to competitively hire a contractor to complete the 2015 Pavement Rehabilitation Project.

This contract for professional services was procured by negotiation with Interwest Consulting Group, Inc. as required by the City's purchasing ordinance. A formal request for proposal (RFP) process is not required for this work, and a formal RFP process was not implemented. Interwest Consulting Group, Inc. has demonstrated a level of experience, competence, and staffing necessary for a satisfactory performance of these services.

The Annual Slurry Seal Maintenance Project, R-48, is currently unfunded. Capital Improvement Project (CIP) R-71 SH Street Repair/Rehab Project 2013 was completed in 2013, and has a remaining balance of $276,601 that is available for use on other street rehabilitation projects. Staff recommends transferring the remaining balance of $276,601 from CIP R-71 to R-48 in order to fund the 2015 Pavement Rehabilitation Project.

The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

FISCAL IMPACT

CIP R-71 SH Street Repair/Rehab Project 2013 was completed in 2013, and has a remaining balance of $276,601. These funds will be transferred to R-48 Annual Slurry Seal Maintenance in order to fund this 2015 Pavement Rehabilitation Project. The proposed budget is shown below:

R-48, Annual Slurry Seal Maintenance	$276,601
Agreement with Interwest Consulting Group, Inc.	$11,540
Remaining Budget	$265,061

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena, by resolution, authorize the City Manager to execute an agreement for consulting services with Interwest Consulting Group, Inc. in the amount of $11,540 for professional engineering services to prepare Specifications and Estimate for the 2015 Pavement Rehabilitation Project; and approve a budget transfer of $276,601 from CIP R-71 to R-48.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

CITY OF ST. HELENA

RESOLUTION NO. _______

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST CONSULTING GROUP, INC. IN THE AMOUNT OF $11,540 FOR SPECIFICATIONS AND ESTIMATE FOR THE 2015 PAVEMENT REHABILITATION PROJECT, AND TRANSFERRING $276,601 FROM CAPITAL IMPROVEMENT PROJECT R-71 TO R-48

RECITALS

A. The City requires design services for the 2015 Pavement Rehabilitation Project; and

B. The City Engineer requested and Interwest Consulting Group, Inc. responded with a proposal for design and bid preparation services in the amount of $11,540; and

C. The City Engineer has reviewed and evaluated the proposal received and otherwise confirmed Interwest Consulting Group, Inc. has the skills, experience and qualifications to provide the desired services; and

D. The attached agreement establishes the terms and conditions under which Interwest Consulting Group, Inc. will provide the necessary services; and

E. The City Attorney has reviewed and approved the agreement; and

F. Capital Improvement Project R-71 SH Street Repair/Rehab Project 2013 was completed in 2013, and has a remaining balance of $276,601 that is available for use on other street rehabilitation projects; and

G. Capital Improvement Project R-48 Annual Slurry Seal Maintenance is currently unfunded.

RESOLUTION

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

1. Staff is authorized to transfer $276,601 from Capital Improvement Project R-17 SH Street Repair/Rehab Project 2013 to R-48 Annual Slurry Seal Maintenance.
2. Approve Professional Services Agreement with Interwest Consulting Group, Inc. in the amount of $11,540.
3. The City Manager is authorized to execute the Professional Services Agreement with Interwest Consulting Group, Inc.

Approved at a Regular Meeting of the St. Helena City Council on April 14, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:	ATTEST:
______________________	______________________
Alan Galbraith Mayor	Cindy Black City Clerk

PROFESSIONAL SERVICES AGREEMENT

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 Interwest Consulting Group (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Year 1 Resurfacing Project Contract Specification.**

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 and work (together, "services") set forth in **Exhibit A**, 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**, 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.**

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,** attached hereto and made a part hereof. Total compensation shall not exceed **$11,540.00** unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services 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 services 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 Agreement 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. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

C. Payment to the Consultant for services performed pursuant to this Agreement shall not be deemed to waive any defects in services 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 services under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's services within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject services by a timely written explanation, otherwise Consultant's services shall be deemed to have been accepted. City's acceptance shall be conclusive as to such services except with respect to latent defects and fraud. Acceptance of any of Consultant's services 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 Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services 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. Professional Liability Insurance. 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"), Consultant shall maintain at least $2,000,000 of professional liability insurance.

D. 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.

E. 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 services 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 services 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.

F. 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 services performed by the named insured for the City.

G. 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.

H. 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 services commence. 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 a 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 services 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 services 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 SERVICES

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 Agreement, 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 services 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 services as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services 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:	Michael Kashiwagi Interwest Consulting Group, Inc. 9300 W. Stockton Blvd., Suite 105 Elk Grove, California 95758

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 services 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 services 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 services 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

EXHIBIT A

Scope of Work

Interwest staff will provide project contract specification and estimate for Year 1 of the Resurfacing Plan. It is anticipated that the type of treatment will be primarily a slurry seal or micro-surfacing with replacement of existing striping. The following tasks are anticipated:

A. Project Initiation and Field Visit
Interwest will visit the site to review the pavement conditions, mark out any areas needing additional repair or pavement preparation, measure for quantities, take photographs, and gather visual information regarding existing utilities, right of way, physical obstructions, and other factors. A preliminary cost estimate will be prepared and a discussion will be held with the City to determine project scope, street selection, etc.

B. Specifications and Estimates
Interwest will prepare specifications, and cost estimates for the project suitable for review and approval by eh City and utility companies. Notices to Utility companies will be prepared and provided to the City for execution and delivery. N The documents will include construction specifications, maps of proposed streets, list of streets with pertinent construction information, and standard details. Final Bid Documents will incorporate City comments and any utility conflicts.

Bid documents will be prepared using the City's boiler plate public works contract and prepared project specification. Deliverables will include:
- 95% specification and cost estimate
- 100% plans, specifications, and estimate
- Meeting minutes
- Utility letters

C. Construction Support
Provide engineering support during construction by attending one pre-construction meeting at the City, responding to RFIs, and approving contractor submittals. This does not include field inspection, construction management, or construction phase site visits. It does include one site visit to mark the areas of work with the successful Contractor prior to construction.

Fee

Interwest will perform these services on a time and materials basis for a not to exceed amount of $11,540. Interwest's time will be billed in accordance with the rate schedule attached.

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Item No: 13

Report to the City Council
Council April 14, 2015

Agenda Section: **Consent**

Subject: **Consideration and proposed approval for a resolution adopting a revised conflict of interest code for the City of St. Helena and rescinding Resolution 2012-76**

CEQA Status: **Not a CEQA project**

Prepared By: **Cindy Black, City Clerk**

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

Background

The Political Reform Act of 1974 ("Act") (codified in Government Code Sections 8100 et seq.) requires the City to adopt and promulgate a Conflict of Interest Code ("Code") applicable to designated City employees and public officials.

The City Council is the code-reviewing body, and has regularly amended the Conflict of Interest Code to correspond to changes in the City. The last revision was completed in 2012, by Resolution No. 2012–76.

Discussion

The proposed resolution requires minor revision and reflects changes in employee classifications and organizational structure.

The Conflict of Interest Code as presented accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to these positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income which may foreseeably be affected materially by the decisions made by those designated positions. The Code includes all other provisions required by Ca. Government Code Section 87302 and incorporates by reference FPPC Regulation 2 Cal. Admin. Code Section 18730.

Although the City Council, City Manager, City Attorney, City Treasurer and Planning Commissioners are Ca. Govt. Code Section 87200 filers, the City Clerk notifies each person in this group of his/her filing obligation, including local filing requirements for membership on other Napa County collaborative agencies. The Fair Political Practices Commission acts as the Filing Officer for 87200 filers, reviews statements for completeness and enforces penalties for any late filings.

Fiscal Impact

There will is no fiscal impact associated with the proposed revisions to the Conflict of Interest Code.

Recommended Action

Adopt a resolution approving a revised Conflict of Interest Code for the City of St. Helena rescinding Resolution No. 2012–76.

Attachments

1. Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2015-

RESOLUTION ADOPTING A REVISED CONFLICT OF INTEREST CODE FOR THE CITY OF ST. HELENA

RECITALS

A. The City if St. Helena is required to adopt a Conflict of Interest Code by the Political Reform Act of 1974 (Government Code section 81000 et. seq.) (hereinafter referred to as "Act").

B. The Fair Political Practices Commission (hereinafter referred to as "FPPC") has adopted a regulation (2 California Code of Regulations section 18730) containing a model Conflict of Interest Code ("Model Code"), which if adopted by reference along with a list of designated employees required to file Statements of Economic Interest and a list of what types of economic interests those designated employees are required to disclose, will constitute the Conflict of Interest Code required by the Act.

C. The City Council has adopted a Conflict of Interest Code for the City, which has been amended over time to incorporate changes in regulations, departmental organizational structure and changes in job classifications.

D. The current Conflict of Interest Code for the City was adopted by the City Council via Resolution No. 2012-76.

E. Resolution No. 2012-76 adopted the Model Code by reference, as it may be amended from time to time by the FPPC, and a list of designated employees and disclosure categories attached as Appendix "A" to the resolution.

F. The Council desires to revise the list of designated employees and disclosure categories required to file a Statement of Economic Interest contained in Appendix "A" to Resolution No. 2012-76.

RESOLUTION

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

1. Appendix "A" to Resolution No. 2012-76 is hereby rescinded and replaced by Exhibit "A" to this Resolution.
2. The remainder of Resolution No. 2012-76 shall remain in full force and effect.

Approved at a Regular Meeting of the St. Helena City Council on April 14, 2015, by the following vote:

Mayor Galbraith: __________
Vice Mayor White: __________
Councilmember Crull: __________
Councilmember Dohring: __________
Councilmember Pitts: __________

APPROVED:

____
Alan Galbraith, Mayor

ATTEST:

____
Cindy Black, City Clerk

APPENDIX A

The following positions make or participate in making governmental decisions which may foreseeably have a material effect on a financial interest. Persons holding such positions shall comply with the broadest possible disclosure category applicable under the then-current statement form and schedules, disclosing all reportable sources of income, interests in real property, and investments in business positions in business entities:

1. Administration
   a. Assistant City Attorney

2. Public Works Department
   a. Public Works Director/City Engineer
   b. Assistant Director of Public Works

3. Planning Department
   a. Planning Director
   b. Senior Planner
   c. Associate Planner
   d. Building Official

4. Fire Department
   a. Fire Chief

5. Police Department
   a. Police Chief

6. City Clerk
   a. City Clerk

7. Parks and Recreation Department
   a. Parks and Recreation Director
   b. Recreation Manager

8. Library Department
   a. Library Director

Consultants. Contract consultants shall disclose their material financial interests in regard to all of the disclosure categories, subject to the following limitation:

> The City Manager may determine in writing on a case-by-case basis that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements described in this Appendix. Such written determination shall include a description of the consultant's duties and, based upon that

description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Note: Original Statements of Economic Interest for the following are sent to the Fair Political Practice Commission: City Manager, City Attorney, City Treasurer, Economic Vitality Director/Assistant City Manager, Finance Director, Mayor and City Council, and Planning Commissioners.

Item No: 14

Report to the City Council
Council Meeting of April 14th, 2015

Agenda Section: **Consent Calendar**

Subject: Resolution approving a Professional Services Agreement with Glenmount Global Solutions in the amount of $21,500 for City of St. Helena Remote Terminal Unit Upgrades (Meadowood Tank and Pump Station)

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

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

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

BACKGROUND

The Madrone Knoll Pump Station pumps water to the Medowood Water Storage Tanks which in turn supplies water by gravity to the Madrone Knoll subdivision and the Meadowood Resort. The Madrone Knoll Pump Station is equipped with an alarm that radios the St. Helena Police Dispatch when there are operational issues with the pump station. The Police Dispatch is then responsible for notifying water operators of the alarm.

Currently the radio is having difficulty connecting with Police Dispatch either due to obstructions such as trees or other operational issues. In addition, the alarms are only triggered based on operation of the pump station. There is currently no low water alarm for low water level in the Meadowood Water Storage Tanks.

DISCUSSION

This work will enable data transmission from the pump station and water tanks to the main SCADA terminal, and will provide an automated system to send text messages to on call Water Operators who can respond to alarms.

The scope of work has 3 discrete tasks: (1) Testing the radio communication system; (2) Moving the alarm recipient from the Police Dispatch to the Public Works Supervisory Control and Data Acquisition (SCADA) terminal; and (3) provide the ability to monitor water levels at the Meadowood Water Storage Tanks.

The first order of work is to test and analyze the existing radio communication system. If it is determined that the system cannot be made dependable with radio communication then data communications will be moved to a cellular system. Should the radio communication prove to be dependable then the option to install cell modems for cellular communications will be eliminated from the contract at a cost savings of $4,735.

This work will also provide hardware and software which will allow operators to set and view low water alarms for water levels in the Meadowood Tanks. Managing tank water levels is critical to safe and efficient operation of the water system. The Water System Operators must balance the need to store water for fire protection with the need to turnover the stored water for water quality purposes. Accurate information and control of the tank water levels is required in order to effectively balance these needs.

This Professional Services Agreement was procured by negotiation with Glenmount Global Solutions, as required by the City's purchasing ordinance. A formal request for proposal (RFP) process is not required for this work, and due to the time sensitive nature of this project, a formal RFP process was not implemented. Glenmount Global Solutions has demonstrated a level of experience, competence, and staffing necessary for more than a satisfactory performance of these services.

The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I 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.

FISCAL IMPACT

This project will be funded by $21,500.00 from the water operations budget 561-5034-2315.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena, by resolution, authorize the City Manager to execute a Professional Services Agreement with Glenmount Global Solutions in the amount of $21,500.00 for consulting services for City of St. Helena Remote Terminal Unit Upgrades (Meadowood Tank and Pump Station)

ALTERNATIVE OPTION(S)

Alternatively, the City Council may decide not to authorize this PSA with Glenmount Global Solutions. If the PSA is not authorized, unreliable communication between the tanks, pump station, and the Water Operators will continue; and alarms will not be adequately relayed to the Water Operators.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

CITY OF ST. HELENA

RESOLUTION NO. _______

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GLENMOUNT GLOBAL SOLUTIONS IN THE AMOUNT OF $21,500 FOR CITY OF ST. HELENA REMOTE TERMINAL UNIT UPGRADES (MEADOWOOD TANK AND PUMP STATION)

RECITALS

A. The City requires consulting services for upgrading the data communication and emergency alarms at the Medowood water tanks and pump station; and

B. The City Engineer requested and Glenmount Global Solutions responded with a proposal for the required evaluation and remote terminal unit upgrades; and

C. The City Engineer has reviewed and evaluated the proposal received and otherwise confirmed Glenmount Global Solutions has the skills, experience and qualifications to provide the desired services; and

D. The attached agreement establishes the terms and conditions under which Glenmount Global Solutions will provide the necessary services; and

E. The City Attorney has reviewed and approved the agreement; and

F. The agreement will be funded through the Water Operations Budget No. 561-5034-2315 utilizing $21,500.00 of Water Funds.

RESOLUTION

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

1. Approve Professional Services Agreement with Glenmount Global Solutions
2. The City Manager is authorized to execute the Professional Services Agreement for with Glenmount Global Solutions

Approved at a Regular Meeting of the St. Helena City Council on April 14, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____
Alan Galbraith
Mayor

ATTEST:

____
Cindy Black
City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on March 17, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and **Glenmount Global Solutions** (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **City of St. Helena RTU Upgrades (Meadowood Tank and Pump Station).**

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 and work (together, "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 **$21,500**, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services 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 services 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 Agreement 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. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

C. Payment to the Consultant for services performed pursuant to this Agreement shall not be deemed to waive any defects in services 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 services under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's services within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject services by a timely written explanation, otherwise Consultant's services shall be deemed to have been accepted. City's acceptance shall be conclusive as to such services except with respect to latent defects and fraud. Acceptance of any of Consultant's services 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 Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services 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. Professional Liability Insurance. 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"), Consultant shall maintain at least $2,000,000 of professional liability insurance.

D. 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.

E. 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 services 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 services 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.

F. 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 services performed by the named insured for the City.

G. 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.

H. 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 services commence. 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 a 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 services 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 services 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 SERVICES

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 Agreement, 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 services 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 services as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services 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:	Glenmount Global Solutions 2656 Napa Valley Coporate Dr. Napa, CA 94558

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 services 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 services 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 services 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:

By:
Name: THOMAS C. NELSON
Title: EVP

City:

By: ______________________
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

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

OAK #4835-1474-8961 v1
1/22/15

EXHIBIT A

Scope of Work

Glenmount Global will evaluate and upgrade the City facilities to provide the ability to view Meadowood tank levels, pump status, and alarms from the water treatment plant. The following tasks are anticipated:

1A.Radio Survey/Calibration

Glenmount Global will:

- Test radio paths between Meadowood Tank, Meadowood Booster Station, and St. Helena Police Department
- Re-adjust antennas as needed to improve signal propagation. Test for reflected RF power, tighten connections.
- Estimate includes the services of two field engineers for a total of 16 hours, radio monitor and expenses.

1B. Replace Radios will Cell Modems

Glenmount Global will replace the radios with cell modems, if Task 1A does not produce reliable radio communications. Work will include:

- Add cell modems at Meadowood Tank and Meadowood Booster Station. Tie to the water treatment plant via existing cell network.
- Price includes installation of cell modems and external antennas, software modifications and expenses.

2. Base Bid

Glenmount Global to provide material and services at each site as follows:

- Police Station. Connect existing PLC and Ethernet radio to the City's network vie new firewall/router mounted in existing RTU cabinet. Modify existing program to relay data to and from the Meadowood Tanks, Pump station RTUs, and water treatment plant.
- Meadowood Tank. Install new level transmitter mounted in a freeze/vandalism protective enclosure using existing sample piping. Level signal will be wired to a spare analog input and transmitted to the Water Treatment Plant via the Police Station RTU.
- Meadowood Pump Station. Existing pump station status and alarm signals will be relayed through the Police Station RTU/Radio and made available at the Water Treatment Plant.
- Water Treatment Plant. The Meadowood Tank and Pump Station status and alarm signals will be transmitted from the Police Station RTU to the main SCADA terminal via the City's network. A new screen will be added to the SCADA terminal to graphically view the Meadowood Tank and Pump Station functions.

EXHIBIT B

Compensation

Glenmount Global will perform these services at a fixed price for the following tasks:

1A.	Radio Survey/Calibration -	$ 2,340
1B.	Replace Radios with Cell Modem-	$ 4,735
2.	Base Bid -	$14,425
Total		$21,500

Client#: 721443 GLENMGLO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest Dallas /CL
1445 Ross Avenue, Suite 4200
Dallas, TX 75202
214 443-3100

CONTACT NAME:
PHONE (A/C, No, Ext): 214 443-3100 FAX (A/C, No): 214 443-3900
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : Liberty Mutual Fire Insurance C	23035
INSURER C : Continental Casualty Company	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Glenmount Global Solutions, Inc
5960 Southport Road
Portage, IN 46368

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			EG13298830	10/20/2014	10/20/2015	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Drive Oth Car			AS6Z91450627024	10/20/2014	10/20/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			EGU13298904	10/20/2014	10/20/2015	EACH OCCURRENCE	$15,000,000
							AGGREGATE	$15,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC6Z91450627014	10/20/2014	10/20/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			MCH288295987	11/17/2014	11/17/2015	$5,000,000/$5,000,000 $500,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: City of St. Helena RTU Upgrades (Meadowood Tank and Pump Station)

The General Liability, Automobile policy(s) and Umbrella Follows Form include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that (See Attached Descriptions)

CERTIFICATE HOLDER

City of St. Helena
1480 Main St.
Saint Helena, CA 94574

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J.W. Wagner

#S14662618/M14284416 AYBHD

DESCRIPTIONS (Continued from Page 1)

requires such status. The General Liability policy(s) contains a special endorsement with "Primary and Noncontributory" wording with respects to the sole negligence of the named insured, when required by written contract. The General Liability, Automobile, Workers Compensation policy(s) and Umbrella Follows Form provide a Blanket Waiver of Subrogation when required by written contract. The General Liability, Automobile, Workers Compensation policy(s) and Umbrella Follows Form include an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Certificate Holder by the Insurance Carrier.

POLICY NUMBER: AS2-Z91-450627-023

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, October 20, 2014

Forms a part of Policy No: EG 13298830

Issued to: GLENMOUNT GLOBAL SOLUTIONS, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS - YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND POLLUTION LEGAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
THE CITY OF ST. HELENA, ITS AGENTS, OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS
ATTN: DANIEL J. BRUNETTI

Location(s) of Covered Operation(s):
1480 MAIN STREET, SAINT HELENA, CA 94574

I. Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE E-2 PRODUCTS POLLUTION AND EXPOSURE LIABILITY,** and **COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY, SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage, personal and advertising injury, environmental damage** or **emergency response costs** caused, in whole or in part, by:

A. Your acts or omissions; or

B. The acts or omissions of those acting on your behalf;

in the performance of **your work** for the additional insured(s) at the location(s) designated above.

II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): The City of St. Helena, Its Agents, Officers, Officials, Employees and Volunteers Attn: Daniel J. Brunetti 1480 Main St Saint Helena, CA 94574 **Premium:** $ 80 FC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $ 250

Person or Organization	Job Description
Where required by contract or written agreement prior to loss and allowed by law.	Any Job

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-Z91-450627-014 Effective Date Premium $

Issued to GLENMOUNT GLOBAL SOLUTIONS INC.

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Item No: 15

Report to the City Council
Council Meeting of April 14, 2015

Agenda Section: **New Business**

Subject: **Consideration of Resolution Approving an Employment Agreement with Noah Housh to serve as the City's Planning and Community Improvement Director**

CEQA Status: **Not a project**

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

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

DISCUSSION

The City's Planning and Community Improvement Director position has been vacant since May 2014. In the summer of 2014, the City conducted a recruitment for Planning and Community Improvement Director that did not result in finding a candidate. A new open recruitment was initiated, resume's reviewed and interviews conducted. Mr. Noah Housh has been selected to serve as the City's Planning and Community Improvement Director. Mr. Housh has a Master's in Public Administration Degree from Sonoma State University and a Bachelor's of Arts Degree from Humboldt State University. With nearly 15 years of planning, project management, construction management, environmental policy and public administration experience, Mr. Housh brings a strong set of leadership and technical skills and abilities to this position. For nearly ten years, Mr. Housh has been employed by the City of Santa Rosa and currently serves as Senior Planner responsible for managing the planning process for a wide range of projects including environmental review, development review, annexation, and other entitlements along with smaller scale proposals necessitating proactive outreach and communication with neighborhood groups and other stakeholders.

FISCAL IMPACT

Funding for this position is included in the FY 2014-15 adopted budget and is funded by the General Fund.

RECOMMENDED ACTION

Approve an Employment Agreement with Noah Housh.

ATTACHMENTS

Attachment 1 - Employment Agreement
Attachment 2 - Resolution

EMPLOYMENT AGREEMENT FOR PLANNING AND COMMUNITY IMPROVEMENT DIRECTOR

Between

CITY OF ST. HELENA AND NOAH HOUSH

THIS EMPLOYMENT AGREEMENT (the Agreement) is entered into as of April 14, 2015, between THE CITY OF ST. HELENA, a municipal corporation (City), and NOAH HOUSH (Director or Employee), collectively "the Parties."

RECITALS

WHEREAS, City desires to employ Noah Housh as Planning and Community Improvement Director for the City of St. Helena.

WHEREAS, Noah Housh desires to serve as Planning and Community Improvement Director of the City of St. Helena beginning on May 11, 2015.

WHEREAS, Noah Housh has the necessary education, experience, skills and expertise to serve as the City's Planning and Community Improvement Director; and

WHEREAS, the City Manager, as appointing power, and Noah Housh desire to agree in writing to the terms and conditions of Noah Housh's employment as Planning and Community Improvement Director;

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Powers and Duties of the Planning and Community Improvement Director

(a) Director shall have the powers and shall perform the functions and duties specified in state and federal law, the St. Helena Municipal Code, and the ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as City Manager may from time to time assign.

(b) Director shall perform his duties to the best of his ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

(c) Director shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

(d) Director shall report to the City Manager who has authority to dismiss, discipline, and give direction to the Planning and Community Improvement Director.

(e) Director shall devote full time to the performance of his duties; the Director shall notify the City Manager of any outside employment, which employment shall not interfere with the Director's City job duties, pose a conflict of interest, or be inappropriate for a City employee.

(f) Director shall maintain a valid California Driver's License as a condition of his employment unless it is not possible because of a documented medical reason.

2. <u>Term</u>

This Agreement is effective April 14, 2015 and will continue in effect until terminated as provided herein.

3. <u>At-Will Employment</u>

(a) The Parties recognize and affirm that: (1) the Director is an "at will" employee whose employment may be terminated by the City Manager at any time with or without cause, (2) there is no express or implied promise made to the Director for any form of continued employment and (3) upon termination of this Agreement, the Director understands that he has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Director and the City.

(b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Planning and Community Improvement Director; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

This Agreement may be terminated as follows:

(a) **By Mutual Agreement**. The City Manager and Director may terminate this Agreement at any time by mutual written agreement.

(b) **Termination by City**. The City Manager may, in her or his sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the Director.

(c) **Severance**. If the City Manager terminates this Agreement without cause while the Director is still willing and able to perform the duties of Planning and Community Improvement Director, the Director shall be entitled to six (6) months' base salary, less applicable deductions, plus applicable accrued leaves as provided in this Agreement together with any extension of benefits required under California and federal law. No time served by the Director after notice of the termination shall be debited from the period of severance pay. However, in the event the Director is terminated for cause, the Director shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law. Director shall not be entitled to any severance benefits.

(c) **Resignation by Director**. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Director to resign at any time from his position as Planning and Community Improvement Director. Director may terminate this Agreement by submitting written notice of his resignation to City. As a courtesy, Director shall give the City thirty (30) days written notice of his intention to resign.

(d) **Rights and Remedies of Director upon Termination**. Nothing in this Agreement is intended to, or does, confer upon Director any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate his employment, unless Director is entitled to a name clearing hearing under California or federal law. Director may appeal a determination of for cause termination to the City Council for the sole purpose of qualifying for severance pay; the City Council shall not have the authority to overturn the termination.

(e) **Resignation in Lieu of Termination**. If the Director is terminated without cause, the Director shall have the opportunity to resign in lieu of being terminated. In such an event, any public announcement issued by the City will state that the Director resigned.

(f) **Administrative Leave.** The City Manager may place the Director on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) City agrees to pay Director for his services rendered an annual salary of $120,000 payable in instalments at the same time as other employees of City are paid and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time at the sole discretion of the City Manager. The Director shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and the regulations of the California Industrial Welfare Commission.

(b) Performance Review. The City Manager shall evaluate the Director's performance by September 30, 2015 and at least annually thereafter.

(c) CalPERS. Employee shall be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS"), and enrolled in the 2% at age 60, highest year average program if he meets the definition of "classic employee" under PEPRA. Employee shall contribute 7% for the Employee share of PERS.

(d) The City participates in Social Security; the employee contribution (6.2%) will be deducted from the Director's gross pay.

(e) Director shall be entitled to all benefits, rights and privileges accorded to Department Heads as set forth in the St. Helena Employees' Handbook, as may be amended from time to time, except as otherwise provided in this Agreement or as they may conflict with the Director's status as an "At-will" employee. If there is any conflict between this Agreement and any resolution or policy fixing compensation and benefits for City Department Heads or other unclassified employees, this Agreement shall control.

(f) Director shall receive ten (10) days paid vacation during each full year of his five years of employment. Upon commencing employment, the Director shall receive forty (40) hours of vacation as an advance accrual of vacation time. Upon completion of year five (5), the Director may accrue fifteen (15) days paid vacation annually. During years six (6) through ten (10), the Director may accrue an additional eight (8) hours of vacation per year. The maximum vacation that may be accrued by the Director is twenty (20) days per year. The maximum amount of accrued vacation may not exceed 380 hours.

(g) Director shall receive two (2) days of paid floating holidays awarded January 1st of each full year of her first five (5) years of employment. Upon completion of year five (5), the Director/ACM will be awarded three (3) additional days of floating holidays per year for a total of five (5). Director shall receive five (5) days of executive leave awarded January 1st of each full year. Floating holidays and executive leave must be used in the year accrued or the time shall be forfeited. For purpose of calculating Vacation accruals and Floating Holidays; time shall be based on the Director's initial date of hire with the City.

(h) Director shall be entitled to twelve (12) days sick leave each year. Upon commencing employment, the Director shall receive forty (40) hours of sick leave as an advance accrual of sick leave. After completing five (5) full months of employment, the Director will accrue sick leave in the same manner and under the same limitations provided to and imposed upon Department Heads.

(i) Vehicle Allowance. Director will receive a Vehicle Allowance of $200 per month.

(j) Deferred Compensation. Director will receive a matching contribution of $200 per month towards his deferred compensation account.

(k) Communications. Director will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(l) Professional Development and Training. City shall pay for Director's annual training and membership to essential professional associations.

(m) Hours of Work. The Director is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director position. If mutually agreed to between the City Manager and the Director, the Director may have a modified work schedule, such as 4/10 or 9/80 or have the opportunity to telecommute as deemed appropriate by the City Manager.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Director shall keep all information acquired through his position in the strictest confidence.

7. Indemnification

In accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Director's duties as Planning and Community Improvement Director. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon.

8. Attorney's Fees

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

9. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

10. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

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

TO EMPLOYEE: Noah Housh
City of St. Helena
1480 Main Street
St. Helena, CA 94574

11. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. However, the Agreement may be amended or altered by the City Manager at any time. Any such amendments or alterations must be in writing, signed by Director and the City Manager and approved by the City Council.

12. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

13. Assignment

Director may not assign or transfer any rights granted or obligations assumed under this Agreement.

14. Informed and Voluntary Agreement

Director acknowledges that he has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters in to this Agreement fully informed about the rights and obligations he assumes and waives by entering into this Agreement.

IN WITNESS WHEREOF, City and the Planning and Community Improvement Director have entered into and executed this Agreement as of the ____ day of ____________ 2015.

CITY OF ST. HELENA
A Municipal Corporation

By: ____________________
Jennifer Phillips
City Manager

PLANNING AND COMMUNITY
IMPROVEMENT DIRECTOR

By: ________________________
Noah Housh

Approved as to Form:

By: ______________________
Thomas B. Brown
City Attorney

CITY OF ST. HELENA
RESOLUTION NO. 2015-

APPOINTING A PLANNING AND COMMUNITY IMPROVEMENT DIRECTOR AND APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ST HELENA AND NOAH HOUSH

RECITALS

A. The City of St. Helena conducted a recruitment process for a Planning and Community Improvement Director.

B. Noah Housh participated in that process and ultimately emerged as the preferred candidate.

RESOLUTION

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

1. Approve and authorize the City Manager to enter into an employment agreement effective __________________ with Noah Housh as the Planning and Community Improvement Director of the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City on April 14, 2015 by the following vote:

Mayor Galbraith: __________

Vice Mayor White: __________

Councilmember Crull: __________

Councilmember Dohring: __________

Councilmember Pitts: __________

APPROVED:

____
Alan Galbraith, Mayor

ATTEST:

____
Cindy Black, City Clerk

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Item No: 16

Report to the City Council
Council Meeting April 14, 2015

Agenda Section: **New Business**

Subject: **Approval of Senior Management Analyst/Water Conservation Coordinator position for a total cost of $18,800 for FY 2014-15.**

CEQA Status: **Not a Project**

Prepared By: **Jennifer Phillips, City Manager**
Steve Palmer, Public Works Director

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

DISCUSSION

In 2011, the City performed a water and waste water rate study to assess current expenditures along with existing and planned capital improvements to the water system and the required rates were calculated and presented to the Council on April 26, 2011. At that time, a new Water Conservation Coordinator position was included in the rate study but was not approved. A follow up item was presented to the Council and a full-time Water Conservation Coordinator was approved and included in the FY 2012-13 Adopted Budget. The full-time permanent position was not included in the FY 2014-15 budget so for much of 2014, the City instead contracted for a temporary water conservation employee, tasked mostly with responding to voluntary drought measures and billing questions. With the recent State mandated water restrictions and the California drought entering its fourth year, staff recommends adding this full-time permanent position to the FY 2014-15. This position would be funded entirely from the Water Fund.

The fundamental job duties of this position include implementing, coordinating and monitoring water conservation programs for the City; maintaining and analyzing water conservation records; preparing reports on compliance with best management practices for water conservation; monitoring and ensuring the efficient use of energy for the Public Works Utilities Division water production and wastewater facilities; participating in regional water related committees and initiatives; tracking water related legislation; identifying grant opportunities for water conservation programs and projects; and performing other duties as required within the scope of the classification.

The creation of the Senior Management Analyst/Water Conservation Coordinator position with the focus of the duties on water conservation was presented to the

Sustainability Committee at their April 1st meeting and the Committee voted 3-0-1 in support.

FISCAL IMPACT

The funds for this positon are being appropriated from Water Fund. Of this amount, only $18,800 is being appropriated for this position to cover the remaining two months of the fiscal year. The FY 2015-16 proposed budget will include this position at the full cost (salary and benefits) of approximately $117,478 funded through the Water Fund.

RECOMMENDED ACTION

Approve the addition of the Senior Management Analyst/Water Conservation Coordinator position and appropriate $18,800 from the Water Fund to fund this position for the remaining two months of FY 2014-15.

ALTERNATIVE OPTION 1

The Council has the option to not approve the addition of the Senior Management Analyst/Water Conservation Coordinator position. Without this position the City will not be able to create and deliver drought education, information, programs and services to the community. In addition, the City would not be able to actively participate in regional and statewide water conservation meetings and collaborations, due to lack of staffing. Finally, if this position is not approved, the water rates would need to be adjusted to exclude the cost of this position.

ALTERNATIVE OPTION 2

The City could utilize the funds designated for this position and contract with a consulting firm or private consultant to perform some of the duties. Duties such as regional engagement would need to be done by current staff and responding to citizen calls and questions would have to be absorbed by Finance Department/ Utility Billing staff.

Attachment

CITY OF ST. HELENA
RESOLUTION NO. 2015-

APPROVING THE CREATION OF THE NEW FULL-TIME POSITION SENIOR MANAGEMENT ANALYST/WATER CONSERVATION COORDINATOR FOR THE PUBLIC WORKS DEPARTMENT

RECITALS

A. In 2011, the City performed a water and waste water rate study to assess current expenditures along with existing and planned capital improvements to the water system and the required rates were calculated and presented to the Council on April 26, 2011. At that time, a new Water Conservation Coordinator position was included in the rate study but was not approved.
B. The full-time Water Conservation Coordinator was presented to Council at a later date and included in the FY 2012-13 Adopted Budget.
C. The full-time permanent position was not included in the FY 2014-15. For much of 2014, the City had contracted for a temporary water conservation employee, tasked mostly with responding to voluntary drought measures and billing questions.
D. With the recent State mandated water restrictions and drought entering its fourth year, staff recommends adding this full-time permanent position to the FY 2014-15.
E. The position would be funded entirely from the Water Fund.

Now, therefore, the City Council of the City of St. Helena resolves as follows:

1. Adopts resolution approving the creation of the new full-time position Senior Management Analyst/Water Conservation Coordinator

Approved at a regular meeting of the St. Helena City Council on April 14, 2015 by the following vote:

Mayor Galbraith: ___________
Vice Mayor White: ___________
Councilmember Crull: ___________
Councilmember Dohring: ___________
Councilmember Pitts: ___________

APPROVED: ATTEST:

_________________________ _________________________
Alan Galbraith, Mayor Cindy Black, City Clerk

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Item No: 17

Report to the City Council
Council Meeting of April 14, 2015

Agenda Section: New Business

Subject: **Independent Auditor's Report on Internal Control over Financial Reporting**

CEQA Status: Not a CEQA Project

Prepared By: April Mitts, Finance Director

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The City of St. Helena has undergone the fiscal year audit and issued its Comprehensive Annual Financial Report (CAFR) for fiscal year ended June 30, 2014. The City publishes an annual CAFR to fully disclose its financial information, as well as to comply with state and federal requirements and bond covenants.

The financial audit and the preparation of the financial statements takes place over several months, beginning just after the end of the fiscal year and continuing through the time the books are closed and the CAFR is published. Staff coordinates with the auditor to ensure that the work is completed accurately and timely.

The City contracts for an annual independent audit of its financial statements. The City of St. Helena contracted with Terry E. Krieg, CPA to perform this function. The CAFR is available on the City of St. Helena's website at:

http://cityofsthelena.org/sites/default/files/2%20City%20of%20St.%20Helena%20CAFR%20012915_1.pdf

DISCUSSION

In addition to producing the City's audited financial statements (CAFR) it is the responsibility of the independent auditor to provide to the City of St. Helena a report on internal control over financial reporting and a report on compliance with other matters based on the audited financial statements. The *Report on Internal Control and Other Matters* identifies deficiencies in internal control that the auditor considers to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the city's financial statements will not be prevented, or detected and corrected on a timely basis.

A significant deficiency is a deficiency, or combination of deficiencies, in internal control less severe than a material weakness, yet important enough to merit attention by those charged with governance.

As the auditor identifies material weaknesses and deficiencies a series seven (7) points of interest are described/addressed for each weakness or deficiency. Below is a summary of each point of interest and a brief explanation:

1. Criteria - What should be happening
2. Condition - The condition at the time of the audit
3. Context - A brief description of the context
4. Effect - How this impacts City financials
5. Cause - Reasons the weaknesses or deficiencies exist
6. Recommendation - Auditors recommendation for corrective action
7. Views of Responsible Officials and Planned Corrective Actions - City's response and planned actions to material weaknesses and deficiencies identified by the auditor

The independent auditor identified two material weaknesses:

1. Number 2014-1 Capital Asset Capitalization and Subsidiary Ledgers
2. Number 2014-2 Fund Cash Overdrafts and Budgetary Accounting

The independent auditor identified two significant deficiencies:

1. Number 2014-3 City Wide Cash and Investment Accounting
2. Number 2014-4 Year End Closing and Reconciliation

Staff has reviewed the auditor's *Report on Internal Control and Other Matters* and provided their views and planned corrective items for each item presented to the auditor. Attachment A provides detailed information, including planned corrective actions, for each material weakness and significant deficiency.

FISCAL IMPACT

None

Item No:

RECOMMENDED ACTION

Staff recommends the City Council receive and accept the Report on Internal Control and Other Matters prepared by Terry E. Krieg, CPA.

ATTACHMENTS

Attachment A – Report on Internal Control and Other Matters

CITY OF ST. HELENA, CALIFORNIA
REPORT ON INTERNAL CONTROL AND OTHER MATTERS
JUNE 30, 2014

TK

Terry E. Krieg, CPA
Certified Public Accountant

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based On an Audit of Financial Statements Performed in Accordance With Government Auditing Standards

Independent Auditor's Report

Honorable Mayor and Members
Of the City Council
City of St. Helena
St. Helena, California

I have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of St. Helena, as of and for the year ended June 30, 2014, and the related notes to the financial statements of which collectively comprise the City of St. Helena's basic financial statements, and have issued my report thereon dated December 30, 2014.

Internal Control over Financial Reporting

In planning and performing my audit of the financial statements, I considered City of St. Helena's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing my opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of St. Helena's internal control. Accordingly, I do not express an opinion on the effectiveness of the City of St. Helena's internal control.

My consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be a material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and response, I identified certain deficiencies in internal control that I consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. I consider the deficiencies described in the accompanying schedule of findings and responses as Numbers 2014-1 and 2014-2 to be material weaknesses A significant deficiency is a deficiency, or combination of deficiencies, in internal control less severe than a material weakness, yet important enough to merit attention by those charged with governance. I consider the deficiencies described in the accompanying schedule of findings and responses as Numbers 2014-3 and 2014-4 to be significant deficiencies.

131-A Stony Circle, Suite 500 | Santa Rosa, California 95401
P: 707-544-5684 E: Kriegcpa@msn.com

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of St. Helena's financial statements are free from material misstatement. I performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

City of St Helena's Responses to the Findings

The city of St. Helena's responses to the findings identified in my audit are described in the accompanying schedule of findings and responses. The City of St. Helena's responses were not subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, I express no opinion on it.

Purpose of Report

The purpose of this report is solely to describe the scope of my testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of St. Helena's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City of St. Helena's internal control and compliance. Accordingly, this communication is not suitable for any other purpose,

Terry E. Krieg

Terry E. Krieg, CPA
Santa Rosa, California
December 30, 2014

CITY OF ST. HELENA, CALIFORNIA
Schedule of Findings and Responses
For The Fiscal Year Ended June 30, 2014

SECTION I FINANCIAL STATEMENT FINDINGS

Finding 2014-1 Capital Asset Accounting and Depreciation

Criteria

Capital Asset Capitalization and Subsidiary Ledgers

When expenditures are made to purchase new capital assets (those costs more than $10,000 and having useful lives of more than one year), the asset costs and other data should be recorded in suitable subsidiary ledgers and then adjusting journal entries should be made to add the costs to general ledger control accounts in order to maintain accountability over these high dollar value assets.

For water and wastewater capital asset additions being financed with long-term debt proceeds, interest on the debt during the construction period should also be added to the cost of the new asset or system improvement project.

Costs of projects not yet completed (those projects where the costs to complete span more than one fiscal year) should be identified as construction in progress (CIP). These (CIP) costs should then be recorded the general ledger control accounts and in subsidiary schedules.

Depreciation Accounting

Capital assets costing more than $10,000 and having useful lives of more than one year should be capitalized and amortized (depreciated) to expense over their useful lives. The depreciation should be reported in subsidiary ledgers, the calculations should be made, and then journal entries should be made to record the current year's depreciation in the general ledger control accounts.

Condition

The general ledger capital asset and depreciation control accounts had not be reconciled and adjusted for fiscal year 2014, capital asset additions were omitted from the general ledger, construction period interest had not been added to the asset costs, construction in progress accounts had not been reconciled, and the subsidiary fixed asset accounting system had not been updated and reconciled. Vehicles that had been sold were not removed from the general ledger control accounts.

Context

Capital asset accounts had not been updated for the water and wastewater enterprise funds, the internal service fund or the general City capital asset fund. The dollar amounts of omitted depreciation charges were significant and exceeded $2.4 million.

The City had in fiscal 2013 commenced a project to establish, update, and reconcile all capital asset records and to the general ledger control account balances. The goal of that project was to develop new subsidiary ledgers to track and account for the costs of all capital assets and the related depreciation calculations and amounts. While the project was started in fiscal 2013, it was not completed in fiscal 2014.

As a result, depreciation estimates had to be used from the preexisting 2013 calculations and schedules as 2014 depreciation calculations were not available.

Effect

The general ledger control accounts for capital assets, accumulated depreciation and depreciation expense were significantly misstated. Expenses in the water and wastewater fund were understated because depreciation expense amounts were omitted; and they were overstated because costs that qualified to be capitalized were left as expenses in these two enterprise funds.

Capital assets that were sold or disposed of were not removed from the general ledger records therefore overstating theses asset costs and accumulated depreciation

Preparation of the City's government-wide financial statements and fund financial statements could not be completed until capital assets transactions were researched, identified and corrections were made to general ledger accounts

Cause

In my judgment, reasons for the existence of these deficiencies in internal control over financial reporting over capital assets included (1) turnover in the Finance Director position, (2) turnover in staff personnel in the Finance Department, (3) turnover in personnel that were assigned initially to develop and establish a new capital asset and depreciation record keeping subsidiary system.

Recommendation

I recommend that the City establish a suitable capital asset subsidiary system (or purchase a third-party software system), update the subsidiary system, and reconcile the subsidiary ledgers to the general ledger control accounts. I also recommend that the City formalize its capital asset internal accounting policies and assign the management and updating of the capital asset records to a particular staff position within Finance. The policies and procedures should include the steps that are to be completed each fiscal year in order to permit the preparation of annual financial statements for the enterprise, internal service and government-wide financial statements.

Views of Responsible Officials and Planned Corrective Actions

The City of St. Helena has a Capital Asset Accounting System through its Springbrook accounting software system. Due to staff shortages and change in staff this system has not been updated and reconciled on a regular basis. It is the intent of management to update and reconcile all assets on a more timely and regular basis.

On October 28, 2014 the City of St. Helena's City Council adopted Resolution No. 2014-82 approving a Capital Asset and Depreciation Policy for the City of St. Helena (Attachment A). The Management Analyst in the Finance Department will be responsible for updating the capital asset records on a regular basis.

The Capital Asset and Depreciation Policy adopted by City Council by Resolution No. 2014-82 does not include procedures detailing the steps that are to be completed each fiscal year to permit the preparation of annual financial statements for funds. It is the intent of management to create internal procedures detailing these steps as a part of Finding 2014-4 Year End Closing Reconciliation Procedures (see Finding 2014-4 below).

Finding 2014-2 Fund Cash Overdrafts and Budgetary Accounting

Criteria

When individual funds do not have enough cash to fund the expenditures charged to the fund, (the fund ends up with an overdrawn/deficit fund cash account), accounting principles require that the fund with the cash deficit report a zero cash balance. The cash deficit is to be eliminated either by borrowing cash from another fund or by a cash transfer in from another fund. The fund with the cash deficit can generally only borrow from another fund if it has the financial ability to repay the borrowing within the next fiscal year.

Sound municipal financial management practices generally provide that if actual expenditures in a particular fund exceed significantly the originally adopted budget, that the budget be amended to provide for the additional outlays.

Condition

The cash account in the City's Measure A fund was significantly overdrawn (by about $1.6 million) and shown as a deficit at the end of fiscal 2014.The originally adopted expenditure budget ($526,805) was significantly exceeded by June 30, 2014.

No documents were made available to indicate that the budget had been amended to provide for the additional expenditures charged to the Measure A fund. No adjustments had been posted by the City to alleviate the significant cash deficit in the fund.

Context

The City had received a notification to refund $1.9 million in grant funds related to the Measure A floodwall project. The claim from a regulatory agency was in writing, and the refund was authorized and paid by City management. The payment of the refund, however, resulted in this fund having a $1.6 million cash account deficit and expenditures exceeded the fund budget by about $1.9 million.

The cash deficit was alleviated by the City transferring $1.6 million from the City's general fund into the Measure A fund. The deficit was cured by a transfer in lieu of an inter-fund loan because an inter-fund loan would have produced a fund balance deficit; and it was management's judgment that there would not be sufficient additional future revenues into the Measure A fund that would enable repayment to the general fund in a reasonable period of time.

According to the fiscal 2013-2014 adopted budget document, total appropriations within a fund may only be increased with City Council approval. I was not provided with documentation showing that the City Council had approved an increase in the Measure A Fund appropriations to provide this additional high dollar value expenditure.

Effect

The impact of this situation was that the cash account in the Measure A fund was overdrawn by about $1.6 million and its appropriations budget was exceeded by about $1.9 million. City management determined that the best way to cure the cash deficit was to transfer cash from the City's general fund.

Cause

The cause of the fund and cash deficit was the payment of the $1.9 million to a regulatory agency.

I have no knowledge as to why (1) there was no documentation to show that the City Council had amended the budget in this fund to provide for the additional expenditures and (2) the cash overdraft was left to be resolved by management during the audit as opposed to resolution when it actually occurred and the payment was processed by the City.

During this period of time, there was however, employee turnover in the City Manager, Finance Director, and Finance staff positions.

Recommendation

I recommend that the City comply with City Budget Policies and Procedures as stated in its adopted budget documents, and that all budget changes be documented in the City's Budget Revision Form, that the approved form be forwarded to the City's Finance Department, and that the approved changes be entered into the computerized financial management system after all proper approvals.

I also recommend that the City at least once a quarter, and certainly no less frequently than the end of each fiscal year, review all fund cash accounts, identify any fund having a cash deficit/shortage, and determine how the cash deficit/shortage is to be cured either by an inter-fund loan or a fund transfer. After such determinations are made, then actual general journal entries should be posted to the general ledger accounts.

Views of Responsible Officials and Planned Corrective Actions

The deficit in Measure A funds occurred prior to the start of employment of the current City Manager and the current Finance Director. The deficit was not discovered until the City's annual audit was taking place. It was discovered the refund payment to FEMA/OES was authorized by the previous Finance Director and previous City Manager. None of the staff involved in the refund are current employees of the City of St. Helena.

Current City Management agrees with the auditor's recommendation and intends to fully comply with City Budget Policies and Procedures and not allow a deficit in a fund balance to occur. It is also the intent of current City Management to regularly review all fund balances and identify any funds with a cash deficit/shortage.

Finding 2014-3 City Wide Cash and Investment Accounting

Criteria

Sound municipal cash accounting practices dictate that all cash and investment accounts should be reconciled and compared to general ledger all funds cash balances at the end of each month. The process should result in the production of monthly Treasurer's reports documenting the City's actual holdings compared to actual general ledger balances.

Condition

The City's fiscal agent accounts and total cash and investment holdings were not in agreement with the actual general ledger balances as of June 30, 2014.

Context

The general ledger fiscal agent accounts were misstated by about $157,000; and there was about a $303,000 out of balance condition in the overall cash position of the City that had not been resolved by staff within a reasonable period of time.

Effect

The City general ledger cash account balances were not in agreement with actual City cash holdings.

Cause

The fiscal agent account errors appear to be the result of the posting of incorrect journal entries. The out of balance cash condition was a combination of a systemic computer software problem and the misapplication of bank reconciliation procedures in terms of what defines outstanding checks.

There was also employee turnover during this period of time at the supervisory level (Finance Director) and Finance staff accountant level.

Recommendation

I recommend that the City reconcile all cash and investment accounts monthly, resolve all out of balance conditions with a reasonably short period of time, and cure immediately any computer software problems whether they be systemic system or operator problems.

Views of Responsible Officials and Planned Corrective Actions

City Management agrees with the auditor's findings and recommendations regarding reconciliation of all cash and investment accounts. Due to changes in staff and staff shortages reconciliations were not being done on a timely basis. As of November 2014 finance staff has stabilized and it is the intent of City Management to have reconciliations completed on a regular, timely basis and immediately cure any computer/software problems as they arise.

Finding 2014-4 Year End Closing and Reconciliation Procedures

Criteria

Customary and normal municipal accounting practices dictate that local governments reconcile all significant general ledger balance sheet, revenue, and expenditure accounts as part of the normal year end closing process.

Capital asset additions and disposals, depreciation, prepayments, cash and investment accounts, receivable balances, debt retirements, and payables are normally verified and adjusted to actual in order to permit the preparation of annual financial statements that are reasonably correct and free of significant errors or omissions.

Condition

The City had not reconciled and adjusted capital asset accounts, interest payable on debt, bond principal and installment agreement payable balances, loans payable, amortizations of debt premiums and losses, sick leave conversion liabilities and cash overdrafts in funds and related fund transfers.

Context

There was employee turnover at the Finance Director and staff accountant levels during fiscal 2014. Normal year end reconciliations, adjustments and closing entries had not been completed and account balances had not been adjusted by City staff for significant accounts.

Effect

There were significant errors and omissions in the City's general ledger control accounts that were detected during the financial statement auditing process that should have been corrected by the City prior to the final audit process.

Cause

There was employee turnover during this period of time at the supervisory level (Finance Director) and finance staff accountant level. Temporary employees were hired to assist the City in maintaining its ongoing financial reporting system; and time may not have been made available to enable such temporary employees to deal with year- end account reconciliations and close out procedures.

Written guidelines were not available describing what reconciliations were required to be completed by staff in order to complete the year end close out.

Recommendation

I recommend that the City develop a written set of standard year end account reconciliations policies and procedures and assignments by staff position and target dates for completion.

Views of Responsible Officials and Planned Corrective Actions

City Management agrees with the auditor's findings and recommendations in this area. The Finance Director is working on written guidelines describing end of year reconciliation requirements. It is anticipated the guidelines will be complete prior to the end of Fiscal Year 2014-15.

Item No: 18

Report to the City Council
Council Meeting of April 10, 2015

Agenda Section: **Staff Report**

Subject: **FEMA/OES Refund Update**

CEQA Status: **Not a CEQA Project**

Prepared By: **Jennifer Phillips, City Manager / April Mitts, Finance Director**

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

BACKGROUND

At the February 10, 2015 City Council meeting Finance Director Mitts reported on the City's annual Comprehensive Annual Financial Report (CAFR). Highlighted in this presentation was a $1.9 million reimbursement in February 2014 to the Department of Homeland Security's Federal Emergency Management Agency (FEMA)/California Governor's Office of Emergency Services (OES). Staff was asked to research the reimbursement and report to Council their findings.

DISCUSSION

City Manager Phillips and Finance Director Mitts have been researching the events that took place regarding the reimbursement to FEMA/OES. Findings in this report include: information received by contacting OES, research of finance documentation and files, and hiring an independent third party to research and conduct interviews with former City Manager Gary Broad, former Finance Director Karen Scalabrini, and former Interim Finance Director Sheila McCrory. At the time of this report, the interview with Broad has not yet occurred.

Timeline

In 1998 FEMA declared Disaster 1203 (DR-1203) due to El Nino. DR-1203 made funds available for a 404 grant through FEMA. A 404 grant is for Hazard Mitigation. When the 404 grant was established by FEMA a set amount of money was established to draw from by various entities.

Total funding received by St. Helena from FEMA was $8 million.

Between the years of 2000-2007 the City of St. Helena received $3.5 million in grant funds from FEMA for flood protection planning. The funds were to be used to plan, design and engineer the St. Helena comprehensive flood project.

In 2012 Scalabrini requested additional grant funds and the City of St. Helena received an additional $4.5 million from FEMA. The funds requested in 2012 from FEMA were for costs previously incurred by the City for the flood protection project. Per Scalabrini she used ledger entries and not physical documents to request the grant funds from FEMA. When the funds were received they were placed in a designated fund (Fund 235) and used to pay the City's annual State Revolving Fund debt. The State Revolving Fund provided funds for the St. Helena-Napa River Flood Protection and Estuary Restoration Project.

OES works with FEMA and the City of St. Helena in the distribution and facilitation of FEMA funding. The documents referenced in this report were initiated from FEMA, sent to OES for facilitation with the City of St. Helena. The same process takes place when the City of St. Helena responds to requests by OES. With that in mind all correspondence with the City of St. Helena and OES were initiated from directives by FEMA. Only correspondence with the City of St. Helena and OES are included in this report.

Prior to close out of DR-1203, OES conducted an audit of the City's files for the funds received from FEMA. Any funding received for grants is subject to audit and is normal course of business. Document retention requirements vary by funding source. FEMA requires all files to be kept for a period of seven (7) years after the close of the project. According to Scalabrini a temporary employee was hired through Account Temps to assist in the retrieval of documents for this audit. Three (3) auditors from OES were on site for one (1) week reviewing project documentation.

June 25, 2013 - Scalabrini received notification from California Emergency Management Agency (EMA – now known as OES) stating FEMA had reviewed the closeout documentation for DR-1203 provided by the City of St. Helena and had determined the project cost category "Other/ Prior to 2007" in the amount of $1,821,220 was not eligible for reimbursement (Attachment 1 and Attachment 2). The City had 60 days to appeal FEMA's decision and include documented justification supporting the City's position.

August 29, 2013 - Finance Director Scalabrini filed an appeal with OES (Attachment 3) providing additional information on other costs for the project totaling $938,635.81 (Attachment 4).

October 5, 2013 - OES requested Finance Director Scalabrini send a summary of the process used to determine the eligibility of items associated with the appeal dated August 29, 2013.

On or around November 19, 2013 - Finance Director Scalabrini responded to OES summarizing the process used to determine the eligibility of items associated with the appeal letter dated August 29, 2013 (Attachment 5).

December 16, 2013 - Finance Director Scalabrini received notification from OES stating that although the City provided additional information, FEMA feels it is still unclear how these costs are directly related to the Flood Protection Planning Project. Therefore, the appeal was denied. The City of St. Helena then had 60 days to appeal this decision (Attachment 6).

January 13, 2014 - Finance Director Scalabrini emailed OES stating she will not be able to complete the detail asked for before she left and that she did not think anyone in St. Helena has the detail of information FEMA is requesting (Attachment 7).

January 15, 2014 - OES replied to Finance Director Scalabrini's email asking for confirmation via email that they City of St. Helena is no longer appealing FEMA's decision on the denial of cost category, "Other/ Prior to 2007" in the amount of $1,821,220 (Attachment 8).

January 17, 2014 - Finance Director Scalabrini responded to OES via email stating that she spoke to the City Manager Broad and he agreed that the City will need to de-obligate the funds for the appeal (Attachment 9).

January 31, 2014 - Finance Director Scalabrini received notification from OES that FEMA is deobligating $1,977,904 from the flood protection project. The City of St. Helena had 60 days to appeal this decision (Attachment 10).

Prior to Scalabrini's departure she instructed Interim Finance Director Sheila McCrory to drawdown Measure A funds for expenses the City previously incurred for flood protection projects. Scalabrini believed the City would receive the needed monies from Measure A funds to cover the repayment check to FEMA.

February 18, 2014 - City Manager Gary Broad received Invoice 13-04888 from OES for $1,901,700 for reimbursement for de-obligation related to Supplement #208 resulting in total project overpayment for DR-1203 (Attachment 11).

February 24, 2014 - Sheila McCrory wrote, "OK to pay per Gary" on Attachment 11.

February 27, 2014 - Invoice #13-04888 was processed through the accounts payable system. The invoice was coded to Fund 235 and Check #87512 was processed and mailed to CAL-OES in the amount of $1,901,700 (Attachment 12). The utilization of Fund 235 caused a negative cash balance of ($1,647,119) in the fund.

During the Fiscal Year 2013-14 audit process (which took place from the months of July 2014 to December 2014) the auditor discovered a negative cash fund balance in Fund 235 of ($1,647,119) due to the refund payment to FEMA/OES in February 2014. The auditor asked McCrory about the deficit in the account and she informed the auditor a request to drawdown funds from Measure A needed to be done (per Scalabrini prior to her departure) to bring the cash balance in Fund 235 in the positive.

November 19, 2014 - Finance Director Mitts submitted a request to draw down funds for Measure A to the County of Napa. Although reports from the County of Napa show a balance available to the City of St. Helena in Measure A Funds of $3.5 million, this request was denied due to the City's bond debt to the County of Napa exceeding the amount of funds collected to date for Measure A. Until the amount of bond debt is reached in Measure A funds (approximately $5.2 million) no additional monies will be released.

Due to the denial of Measure A funds, the negative cash balance in Fund 235 needed to be addressed from an accounting perspective in order to complete the annual audit. In order to clear the cash deficit in Fund 235 a $1.6 million journal entry was made from the general fund increasing the cash balance in Fund 235 and decreasing the cash balance in the general fund.

<u>Current Policy – Disbursement of Funds</u>
Through its Municipal Code, Adopted Annual Budget, and by Resolution the City of St. Helena has policies in place regarding the disbursement of funds.

MUNICIPAL CODE
The St. Helena Municipal Code states the Finance Director has the authority to disburse funds on checks which have been allowed either by the council, law, or city officers authorized to allow the same (Municipal Code 2.24.020) (Attachment 13). St. Helena Municipal Code does not specifically address City Manager duties as related to disbursement of funds; however, it states the City Manager is responsible for the supervision of the proposed annual municipal budget, and is to offer his or her recommendations as to changes in any of the items included in the proposed budget and in the budget after its final adoption and to keep the council informed (Municipal Code 2.12.060 B.9) (Attachment 14).

BUDGET DOCUMENT
The adopted budget contains pages providing an overview of the City of St. Helena (Attachment 15). For the Fiscal Year 2013-14 budget, pages 6 and 7 provides detail on the City's budget policies and procedures. The Fiscal Year 2013-14 budget document states the following regarding appropriations:

1. On a quarterly basis the Director of Finance submits a budget status report to the City Council;

2. The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund. Total appropriations within a fund may only be increased with Council approval; and
3. All budget changes are recorded on a Budget Revision Form and forwarded to the Finance Department for review and processing and after proper approval, the changes are made to the Working Budget.

RESOLUTION

Each year a resolution is approved by City Council adopting the City's annual budget. Resolution No. 2013-39 Adoption of the Annual Budget for the City of St. Helena for the Fiscal Year Ending June 30, 2014 was adopted on June 11, 2013 (Attachment 16). Contained in this document are the following regarding appropriations:

1. The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund;
2. The City Council has overriding authority to control the use of revenues and the appropriation of funds and therefore may modify this policy at any time;
3. The total appropriations in any fund may not be increased except by the City Council;
4. All changes in appropriations will be authorized on a "Budget Transfer" form; and
5. All increases in appropriations will be authorized by Council.

By definition an appropriation is an authorization by a legislative body (e.g. City Council) that provides legal permission to make expenditures and incur obligations for specific purposes.

Normal course of business for disbursement of funds for the City of St. Helena is limited to payment of funds which have been approved by City Council through the council approved annual budget and/or through council approved resolution. The FEMA/OES refund was not in the approved FY 2013-14 annual budget nor was a resolution brought forth to council for approval.

<u>Recommended Policy Changes</u>

1. Quarterly reports to City Council on the budget status, to take place during a regularly scheduled City Council meeting
2. Quarterly reports to City Council on grant status, to take place during a regularly scheduled City Council meeting. Reports should include, but is not limited to:
    a. New grant funds being sought
    b. New grant funds received
    c. Upcoming grant audits
    d. Audit results
    e. Grant appeal status, if applicable
3. Provide monthly check warrant list to Council for all warrants highlighting checks exceeding a set dollar amount (e.g. $100,000)

4. Executive management commits to following all process, procedures, and protocols set forth by the council, law, or city officers authorized to allow the same
5. Create a comprehensive grant administration program that will include:
   a. A full review of the scope of work for each grant prior to request for funds to ensure ability to comply with grant requirements
   b. Closely monitor grant funding projects to ensure adherence to the scope of work designated for each grant
   c. For reimbursement grants, funds are requested only after all documentation has been reviewed for compliance with the scope of work and all supporting documentation is accounted for
   d. All grant funding documentation is properly maintained for the required timeframe
   e. Create a comprehensive system for the tracking of grant funding
   f. Exhaust all appeals available to the City if refunds for grants are being sought
6. Approval of full-time permanent Grant Manager position (Item #19 on agenda) which would allow for the following:
   a. Forensic research for awarded grants including the $1.9 million FEMA/OES refund (this will include all aspects of seeking reimbursement for all or a portion of the FEMA/OES refund);
   b. Creation of a comprehensive grant administration program for the City; and
   c. Seeking and securing grant funding for various City projects/departments

FISCAL IMPACT
None

RECOMMENDED ACTION
None

ATTACHMENTS
Attachment 1 – June 25, 2013 letter from EMA
Attachment 2 – Other/ Prior to 2007 document
Attachment 3 – August 29, 2013 appeal to OES
Attachment 4 – Appeal line items provided to OES on August 29, 2013
Attachment 5 – Letter to OES
Attachment 6 – December 16, 2013 letter from OES
Attachment 7 – January 13, 2014 email to OES from Finance Director Scalabrini
Attachment 8 – January 15, 2014 email from OES to Finance Director Scalabrini
Attachment 9 – January 17, 2014 email to OES from Finance Director Scalabrini
Attachment 10 – January 310, 2104 letter from OES deobligating funds
Attachment 11 – Invoice 13-0888

Attachment 12 – Copy of check stub for check #87512 in the amount of $1,701,700
Attachment 13 – Municipal Code – Director of Finance
Attachment 14 – Municipal Code – City Manager
Attachment 15 – City of St. Helena Overview (from FY 2013-14 budget)
Attachment 16 – Resolution No 2013-39

Attachment 1

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
SECRETARY

Cal EMA
CALIFORNIA EMERGENCY MANAGEMENT AGENCY

June 25, 2013

Ms. Karen Scalabrini, Finance Director
City of St. Helena
City Hall, 1480 Main Street
St. Helena, California 94574

Subject: FEMA-DR-1203-CA, Cal EMA #1012, FEMA #1010
FIPS #055-64140
City of St. Helena
Saint Helena Planning Study

Dear Ms. Scalabrini:

The California Emergency Management Agency (Cal EMA) has received the enclosed notification from the Federal Emergency Management Agency (FEMA) stating that partial funding has been denied for this Hazard Mitigation Grant Program (HMGP) project.

FEMA has reviewed the closeout documentation provided by the City of St. Helena and determined the project cost category "Other/ prior to 2007" in the amount of, $1,821,220 is not eligible for reimbursement. Without further clarification of these costs in compliance with 2 CFR Part 225, these items are denied. All items listed under the project cost category "Other/prior to 2007" must be specifically indentified and allowable under the approved planning project.

As outlined in Title 44 of the Code of Federal Regulations, the City of St. Helena has the right to appeal FEMA's decision. A written appeal must be submitted to Cal EMA within 60 days from receipt of this notification. The appeal must contain documented justification supporting your position.

If you have any questions, please contact me at (916) 845-8150.

Sincerely,

Kirby Everhart

KIRBY EVERHART
State Hazard Mitigation Officer

Enclosure

3650 SCHRIEVER AVENUE • MATHER, CA 95655
HAZARD MITIGATION GRANTS BRANCH
(916) 845-8150 TELEPHONE • (916) 636-3780 FAX

Attachment 2

St Helena List by Category Type of Unallowable (U), Questionable (Q) and Allowable (A)

INDEX	TYPE	Year	Vendor	Amount	Comments
5	U	06-07	Blanche Doty	11,223.01	$11,000 relocation assistance; $190 maid services to move stuff; $33.01 phone reconnect
6	U	07-08	Bob & Helen Bertolani	827.42	07 Relocation assistance
44	U	06-07	Diana Lavagnino	7,787.01	Relocation assistance - $6,069 rent differential, $1,130 buyers settlement, $430 storage, $158.01 phone reconnect
47	U	06-07	Earl Farnsworth Express	3,048.27	Relocation assistance, movers
48	U	06-07	Edward & Joan Miller	10,319.64	Relocation assistance, storage, rent, moving, etc., $4,328; 5,991.64
49	U	06-07	Elaine Kent & Kathy Kent-Chick	225.00	Relocation Assistance, $225 storage exp
70	U	06-07	Hermanus & Joyce Brok	5,186.00	Relocation assistance, $3746 moving/rent; $150 escrow fees$1,290 incidental exp
72	U	06-07	Holmes Van & Storage, Inc.	7,107.53	Relocation assistance, moving/storage fees: Bertolani, $437.50,$932.30; Ott/Dougherty, $5737.73
81	U	06-07	Joan Young	19,101.01	Relocation assistance, Young
106	U	06-07	Mee Moving & Storage	8,665.87	Relocation assistance, moving/storage for: Lavagnino , $4330; Doty, $3,585.87, $750
107	U	07-08	Mee Moving & Storage	926.00	07 Relocation Assistances
111	U	06-07	Mildred Wilson & Tyler Pirro	175.00	Doc prep fee, escrow - relocation assistance
119	U	06-07	Napa County Tax Collector	1,105.96	Property taxes, Val Vineyard Mobile Hm Pk (VVMHP), $180.96; Edward Miller relocation, $925
137	U	06-07	Ott & Dougherty	6,999.00	Relocation assistance
146	U	06-07	PG&E	1,087.98	PG&E fees related to relocation assistance
187	U	06-07	St. Helena Self Storage	4,410.00	Relocation storage, Miller Lavagino
202	U	06-07	Stow-It	925.00	Relocation, storage for Kent
211	U	06-07	Tom Dougherty	290.00	Relocation assistance - hauling & cleanup
167	U	07-08	Richard & Patsy McDonnell	4,771.20	07' relocation assistance
50	Q	07-08	Elaine Kent & Kathy Kent-Chick	1,035.00	07 relocation assistance & storage; 08 relocation assistance
51	Q	08-09	Elaine Kent & Kathy Kent-Chick	11,039.70	07 relocation assistance & storage; 08 relocation assistance
73	Q	07-08	Holmes Van & Storage, Inc.	1,019.00	07 Storage expense
3	Q	03-04	Auberge- meeting	34.02	03 cant find doc
4	Q	02-03	Bioengineering	1,000.00	02 Cant find doc
19	Q	03-04	Cingular	29.08	03 cant find doc
21	Q	02-03	COA02	94,468.96	02 Cant find doc
30	Q	03-04	County of Napa	856.00	03 no supporting documentation
35	Q	08-09	David Nugent	20,444.30	Cant find document?
42	Q	08-09	Diablo Valley Reporting	14,769.13	08 No supporting documentation.
46	Q	04-05	DLT01	4,021.62	Undefined expenditure; Measure A?
55	Q	03-04	Fed Ex	264.82	03 amt not supported only $226.62 in invoices
61	Q	05-06	First America Title - Mailers	1,170.84	No Documentation
64	Q	03-04	Greystone -Meeting EIR	669.79	03 no supporting documents
65	Q	07-08	Harold Smith	1,128.26	07 no supporting documents
75	Q	07-08	HOR.	1,742.56	07 no supporting documents
76	Q	06-07	Intercall	781.36	Conference Services, no info to support purpose of meetings, only billings. Aug 06 - Apr 07
85	Q	02-03	Kellers Market	90.17	02 & 03 Grocery - amount charged to grant is not supported
86	Q	03-04	Kellers Market	802.47	02 & 03 Grocery - amount charged to grant is not supported
89	Q	06-07	Kincos	646.45	no backup
90	Q	03-04	Kinco's	1,983.95	03 amt not supported only $1,007.83 in invoices
92	Q	07-08	Kingsborough Atlas Tree	18,300.00	07 no supporting documents
100	Q	03-04	League of CA C Sac	785.00	03 No supporting docs
103	Q	03-04	Market St. Helena	434.99	03 No supporting docs
105	Q	03-04	Martini House- meeting	697.31	03 No supporting doc
112	Q	08-09	Mildred Wilson & Tyler Pirro	38,892.90	No support documentation
113	Q	04-05	Napa County Flood Control	40,459.20	Invoice Not Found
114	Q	05-06	Napa County Flood Control	37,556.67	Invoice Not Found
128	Q	08-09	Northfork Native Plants	8,300 00	No support documentation
129	Q	08-09	Office Depot	807 21	$434.99 no support documentation
130	Q	04-05	OLD02	1,140 00	Undefined expenditure; Measure A?
148	Q	08-09	PG&E	13.75	No support documentation
149	Q	03-04	Pinot Blanc - meeting	84.40	03 No supporting docs
150	Q	08-09	Pinot Blanc - meeting	13.75	No support documentation
151	Q	04-05	PLA07	909.00	Undefined expenditure; Measure A?

Attachment 2

159	Q	03-04	Postage	1,916.96	03 amt not supported only $1,755.88 in invoices
162	Q	03-04	*PRO25*	1,142.21	03 no supporting docs (note same amt two fy's?)
166	Q	07-08	Rental Solutions	2,112.12	07 rental of a chipper for one week.
170	Q	04-05	SAF10	6,625.00	Invoice Not Found
171	Q	03-04	Safeway	13.29	03 No supporting documents
177	Q	04-05	SPR04	9,058.80	Invoice Not Found
184	Q	03-04	St. Helena Mail Center	306.90	03 No supporting documents
200	Q	08-09	Steve's Hardware	8,555.12	No support documentation
201	Q	04-05	STH60	113.14	Invoice Not Found
208	Q	05-06	Taylor Bailey, Inc.	**13,910.13**	
209	Q	03-04	The Rex -Meeting	50.21	03 no supporting documents
213	Q	03-04	Travigne - meeting	711.57	03 no supporting documents
218	Q	07-08	United Rentals	25,974.63	07 no supporting documents
223	Q	03-04	Wine Country Helecopter - photos	840.00	03 no supporting documents
224	Q	03-04	Wine Spectator	77.00	03 no supporting document
178	Q	03-04	Sprint Conferencing Svc	6,113.77	03 amt not supported $5,590.73 in invoices
12	Q	06-07	Cal Dept of Fish and Game	7,550.00	Permit app fees, $6,800 & $750 . 4 projects: bank stabilization, shoreline restoration & terrace construction, storm water management/ditch fill and relocation, and vegetation mgmt
22	Q	02-03	Coombs & Dunlap	8,234.24	
23	Q	03-04	Coombs & Dunlap	42,950.49	03 legal fees total amt not supported;
24	Q	04-05	Coombs & Dunlap	24,838.16	
25	Q	05-06	Coombs & Dunlap	22,956.68	City Attorney - General Representation '
26	Q	06-07	Coombs & Dunlap	36,993.00	City Atty legal fees (see Coombs tab)
27	Q	07-08	Coombs & Dunlap	39,944.25	
28	Q	08-09	Coombs & Dunlap	44,119.85	
67	Q	03-04	Heather Stanton Napa County	8,783.25	03 amt not supported $5,437.25 in invoices;
68	Q	06-07	Heather Stanton Napa County	21,600.00	Flood Proj mgr, Reso 2006-100, Aug 06 - May 07. Some relocation exp, most may be allowable. Need to see contract
69	Q	07-08	Heather Stanton Napa County	6,770.00	07 project manager
115	Q	06-07	Napa County Flood Control	38,249.66	Heather Stanton Flood Project Mgr, Jan-May 06, $26,379.34; Jun 06, $8,233.16; Jul 06, $3,045.90; Dist Adm costs for Stormwater mgmt prog, $591.26 - Need cc of contract 238 (FC), FY 03-04, 04-05, 05-06, Reso 2004-51 (a few relocation activities logged - cannot identify other specific activities, e.g., subject conf calls, team mtgs, etc.)
124	Q	06-07	Napa Valley Publishing	553.16	Legal ads, public notices, Measure A (no idea of content)
126	Q	06-07	Nat'l Resources Mgmt Corp	1,090.10	Prof Serv for fisheries declaration for LRC lawsuit
139	Q	06-07	Patrick Id art & Assoc.	10,262.50	Appraisal fees, Hunter Property, Adams Rd, St. Helena
214	Q	06-07	Tuitahi Landscape	5,100.00	Repairs to San Ardo Vineyard Valley, replace sod, sidewalk (Urgent repairs of concrete and landscaping damage caused by intrusive geotechnical investigations on San Ardo Court and putting green at Vineyard Valley)
2	Q	03-04	ASP Messenger Service	131.00	03 messenger service
10	Q	04-05	Buena Tierra	8,922.88	Vineyard Management: Contract of $35,000
11	Q	05-06	Buena Tierra	23,653.94	Vineyard Management: Contract of $35,000
13	Q	06-07	Cal Native Plant Society	3,000.00	Prof Serv for custom native plant propagule collection svs in advance of construction
14	Q	07-08	Cal Native Plant Society	6,180.00	07 seed/ propagule of plants; '08 Contract for custom native plant propagule collections and propogation services
15	Q	08-09	Cal Native Plant Society	16,720.00	07 seed/ propagule of plants; '08 Contract for custom native plant propagule collections and propogation services
29	Q	08-09	Cornflower Farms	64,319.05	08 native plants purchase
34	Q	03-04	David Briggs	572.00	03 consulting program and grant services
36	Q	08-09	de Faymorgan	1,253.36	08 Flood Project Manger services in prep for award of contruction bid
37	Q	08-09	Dell	2,343.00	08 Laptop and desktop for Flood project mgr
39	Q	07-08	Delta	74,895.51	07 Vin Valley MH Demo piece charged to grant.
45	Q	07-08	Diane Barr	360.00	07 Job Recruiter
58	Q	06-07	Fed Ex	192.72	Misc Fed Ex: B. Bunger, DAP Tech Corp, Harold Smith & Sons, Marin Bldrs Assoc, Bob Covey, Solano-Napa Bldrs Exch, Constructin Bidboardm McGraw-Hill Construction Dodge, Contra Costa Bldrs Exch, Marin Bldrs Exch, North Coast Bldrs Exch NOAA Dept of Commerce, City of St. Helena (return shipment)
63	Q	07-08	Gerry Bross	500.32	07 reimb for Fence
79	Q	08-09	JAMS	53,746.24	08 retainer fee, case mgnt fee, hearing time, reading research
82	Q	07-08	Jon Lander	6,880.00	07 Tech Manager for project; 08 Tech Manager for project
83	Q	08-09	Jon Lander	19,600.00	07 Tech Manager for project; 08 Tech Manager for project
93	Q	04-05	Knickerbockers	566.94	Box Lunches flood project
94	Q	05-06	Knickerbockers	190.00	Box Lunches flood project
95	Q	07-08	Knickerbockers	80.81	07 box lunches for meeting; 08 box lunches for meeting

Attachment 2

96	Q	08-09	Knickerbockers	381.44	07 box lunches for meeting; 08 box lunches for meeting
97	Q	07-08	Kristin Lowell	19,090.00	07 Flood project engineering
98	Q	06-07	Layne Christensen Co.	8,611.66	Evaluation of city-owned Miller Vineyard Irrigation Well used to irrigate vegitation to be planted for flood project.
99	Q	07-08	Layne Christensen Co.	2,364.54	07 repair well
101	Q	06-07	M. Brocco & Son	1,384.38	Dust Off delivered & applied, 3 sites (Spring Mtn, Miller Vineyard & ?)
102	Q	07-08	M. Brocco & Son	365.49	07 portion of dust control
108	Q	03-04	Michael Landis Aerial photgraphy	983.50	03' Aerial Photo of Flood Control Project
109	Q	05-06	Milano Family Winery	14,100.00	Contract: Custom grape crush
110	Q	06-07	Milano Family Winery	7,422.55	Custom Wine Work (winemaking & storage)
116	Q	07-08	Napa County Flood Control	432.90	07 Flood Control JPA
117	Q	07-08	Napa County ITS	1,250.00	07 Arieal Photography
120	Q	05-06	Napa County Treasurer	29,454.31	Billing for Napa fund (Measure A)?
121	Q	03-04	Napa Title- Prelim work	1,500.00	03 Title research on 3 locations
123	Q	03-04	Napa Valley Publishing	12,586.02	03 advertising of public hearing why entire cost to this project?
127	Q	07-08	Nelson	72,088.49	07 relocate burried gas and electric lines.
134	Q	07-08	OneRain	1,618.75	07 software annual tech support fees
136	Q	07-08	Orrick	24,196.70	07 Legal Fees for Special Counsel
140	Q	07-08	Patrick Idiart & Assoc.	14,000.00	07 appraisal of Hunter property and research
141	Q	02-03	Petty Cash - Flood Meeting	15.00	02 Pastries for meeting; 07 petty cash
143	Q	05-06	Petty Cash - Flood Meeting	14.39	$7.50 denied Lobbing Activities
144	Q	07-08	Petty Cash - Flood Meeting	17.48	02 Pastries for meeting; 07 petty cash
147	Q	07-08	PG&E	89.25	07 utility cost
152	Q	02-03	Platnum Plus	909.00	02 3 Plane tickets to DC
153	Q	03-04	Platnum Plus	3,646.16	02 3 Plane tickets to DC
154	Q	04-05	Platnum Plus	9,937.08	Lobbing - WRDA Legislation (Wtr Rsrc Devel)
155	Q	05-06	Platnum Plus	4,164.68	Lobbing - WRDA Legislation (Wtr Rsrc Devel)
156	Q	06-07	Platnum Plus	4,195.43	Misc exp for City; staff/mtg food, small tools, off supplies, frames for certs, water hearter silv museum, desk, network switch, DC lobbying trips exp, fire hall door, printers, POST conf trvl exp
157	Q	07-08	Platnum Plus	1,954.08	02 3 Plane tickets to DC
158	Q	08-09	Platnum Plus	2,207.71	$2,107.71 undocumented meals; no support documentation
160	Q	06-07	Precision Crane	3,418.50	Remove tree across creek
163	Q	04-05	*PRO25*	1,142.21	Undefined expenditure; Measure A?
165	Q	06-07	Regusci Vineyard	11,814.04	Vineyard mgr, caterpillar backhoe, land prep/burn, dump transfer, dumpsters, trackmaster w/loader, working foremen, toilet Ford F450, cleanup, general labor
169	Q	07-08	Russell Kinsey	190.00	07 Home inspector
173	Q	02-03	Saf-R-Dig- SURVEY	6,625.00	02 Utility Potholing
174	Q	06-07	SF Chronical	792.50	Advertising to bid flood project constructon
181	Q	06-07	Sprint Conferencing Svc	746.08	Conf calls, May - Sep 06. Some noted as Measure A - cannot tell purpose.
186	Q	06-07	St. Helena Mail Center	129.11	2 shipments to Automatic Fritters, Carmen Group - cannot identify allowability
193	Q	06-07	State Water Resources	4,053.00	Annual fee for waste discharge requirements, $2,963; fee for storm water permit, $1,090
195	Q	06-07	Stevenson Supply	2,155.00	Poly sandbags for storm stock
196	Q	07-08	Stevenson Supply	5,411.75	07 Tractor rentals
199	Q	06-07	Steve's Hardware	9.23	Sodium Hypo sys proj tools
203	Q	03-04	Sunshine Foods	107.47	03 waterwise,youth sports and Measure A
206	Q	03-04	Tamera Haas- Consultant Finance	6,338.80	03 Dinner, Lunch, prep of project, travel to DC expenses
210	Q	08-09	Thomas Kerr	7,330.07	08 Mobile home expert consultant
212	Q	07-08	Tom McKelthan	455.00	07 Density testing and backfill
217	Q	06-07	United Rentals	7,083.96	Rental of dozer for 1 week, $2,011.58 (end of Adams & Library Lane); excavator rental, $2,573.87, road plates & trench box rental, $2,498.51
222	Q	06-07	Williams USA	1,542.09	portable radio, install remote controller for base station
1	A	04-05	ASA00	131.00	Undefined expenditure; Measure A?
7	A	08-09	BPXpress	26.83	08 F-11 Bond Futon Land Flood project
8	A	08-09	Branum Tree	2,075.00	08 Prune Redwood Trees flooding project
9	A	05-06	Britton Tree	2,125.00	Tree removal fallen by flood
16	A	08-09	Carneghi-Blum	59,337.71	08 appraisal vvmhp, expert witness
17	A	05-06	CASQA	250.00	Membership renewal: Stormwater Mgmt
18	A	05-06	Central Precast	445.08	Storm Drain
20	A	04-05	Clem Carinalli	100.00	Undefined expenditure; Measure A?
31	A	08-09	Culinary Institute	100.00	08 van rental
32	A	04-05	CUR08	990.01	Undefined expenditure; Measure A?
33	A	03-04	Das Curb Markers Mailers/door hangers	1,999.51	03 storm drain curb markers and info material
38	A	06-07	Delta	108,000.00	In 07-08 binder - demolition of VVMHP
40	A	05-06	Dept. of Fish and Game	6,529.50	$129 - Qrtly Streambed Maintenance

41	A	06-07	Dept. of Fish and Game	7,550.00	Duplicate Entry (see CA Dept of Fish & Game)
43	A	04-05	Diad Inc	20,169.84	Remove trailers VVMHP
52	A	05-06	Employment Development	51.00	Force Account Labor UI taxes
53	A	04-05	Entomological Consulting	10,000.00	Flood control project - EIS
54	A	04-05	Environmental Data	684.00	Flood control project - EIS
56	A	04-05	Fed Ex	72.62	Flood Control correspondence
57	A	05-06	Fed Ex	117.79	Flood Control Control correspondence
59	A	07-08	Fed Ex	27.97	03 amt not supported only $226.62 inInvoices
60	A	03-04	First America Title - Mailers	3,500.00	03 Mailing list for 300 raidius of sulpher crk and napa flood project
62	A	08-09	Fischer Computers	2,260.00	08 Computer setup and trailer internet and wireless service
66	A	05-06	Harold Smith & Sons	3,826.37	Contractor: Duck Pond Clean-Up
71	A	04-05	Hertz Equipment Rentals	839.93	Trailer rental to move ?
74	A	04-05	HOR.	5,817.00	07 no supporting documents
77	A	08-09	Intercall	2,035.81	08 measure A conf call
78	A	05-06	JAMS	616.67	Public Outreach - VV Flood Prjct
80	A	05-06	Jerry Haag	1,995.00	Planning VVMHP (Mobile Home Park)
84	A	04-05	Jonathan Goldman	61.42	Undefined expenditure; Measure A?
87	A	04-05	Kellers Market	78.51	Food for meeting
88	A	03-04	Kincos	614.95	03 4 copies of DEIR for State Off & Consultants Measure A
91	A	04-05	Kinco's	2,037.57	Printed material flood project/Measure A
104	A	04-05	Martin Olford P.E.	2,640.00	Flood project engineering
118	A	05-06	Napa County Tax Collector	186.70	Taxes for VV land
122	A	04-05	Napa Title- Prelim work	1,250.00	Property purchase
125	A	08-09	Napa Valley Publishing	398.52	Public Notice of DWR Public Hearing
131	A	04-05	OneRain	1,618.75	Stormwatch software maintenance fees
132	A	05-06	OneRain	1,618.75	Stormwatch software mainenance fees
133	A	06-07	OneRain	2,613.25	Base statn alert receiver for fire house, $994.50; annual stormwatch software tech support, $1,618.75
135	A	08-09	OneRain	3,387.50	Stormwatch software annual support fees
138	A	05-06	Pacific Tree	2,660.00	Dead tree removal Flood Cntrl Prjct
142	A	04-05	Petty Cash - Flood Meeting	95.64	Flood project
145	A	08-09	Petty Cash - Flood Meeting	71.42	$46.72 Food items; $9.00 no support documentation
161	A	08-09	Printing Services Napa Valley	63.68	No support documentation
164	A	05-06	REB Engineering	255.00	Surveying
168	A	03-04	Royal Graphics	2,945.03	
172	A	04-05	Safeway	52.44	Food for meeting
175	A	08-09	Shooter & Butts	6,200.70	Hydroseed, VVMHP
176	A	04-05	Sonoma Rentals- PA System	287.50	Flood control public meeting
179	A	04-05	Sprint Conferencing Svc	497.02	Inadequate documentation / Measure A?
180	A	05-06	Sprint Conferencing Svc	1,948.73	Documented: $313.31, $297.06, $43.38, $135.42
182	A	08-09	St. Helena Hospital	162.00	Pre-employment screening Eusbaldo Solario
183	A	02-03	St. Helena Mail Center	126.64	02 Color Copies,
185	A	04-05	St. Helena Mail Center	401.22	Flyers, Brochures
188	A	08-09	St. Helena Unified School - vintage Hall	4,375.00	VVMHP Flood Proj. Public Hearing
189	A	05-06	Staples	135.51	$30.02, $40.34x2
190	A	07-08	Staples	59.50	07 Binder slantring for meas A
191	A	08-09	Staples	143.30	Measure A Flood Proj.
192	A	05-06	State Water Resources	3,063.00	$500 Wtr Qlty Cert. : $2,563 Annual Wst Dschg
194	A	08-09	State Water Resources	149,172.06	No support documentation
197	A	08-09	Stevenson Supply	60.90	Hard Hats
198	A	05-06	Steve's Hardware	39.30	Duck Pond Supplies
204	A	05-06	Sunshine Foods	97.58	Food Purchase / Non-grant related
205	A	05-06	Syar Industries	439.32	Mitchel Storm Drain
207	A	04-05	Tamera Haas- Consultant Finance	3,376.30	Flood control VVMHP
215	A	06-07	Underground Services Alert	169.50	Annual membership to USA Service Alerts
216	A	05-06	United Rentals	260.84	Mitchel Storm Drain
219	A	08-09	UPS	90.31	No support documentation
220	A	08-09	US Bank	1,462.58	No support documentation
221	A	08-09	Verizon	1,456.37	Cell phone usage by force account labor/consultants
225	A	08-09	Xerox	2,427.35	Allocated copier lease/maintenance
				1,821,296.62	
				1,821,219.62	
				77.00	Master list did not add up correctly thus $77.00 was not accounted for. (Wine Expector)

Attachment 3

Rick

The City of St. Helena will conduct city affairs on behalf of our citizens using an open and creative process.

August 29, 2013

California Office of Emergency Services
Attn: Ricardo Castillo
3650 Schriever Ave.
Mather CA 95655

RECEIVED
SEP 2013
ASSISTANCE [illegible] BRANCH
DR-780

Subject: FEMA-DR-1203-CA, Cal EMA #1012, FEMA #1010
FIPS #055-64140
City of St. Helena
Flood Protection Planning Project

Dear Ricardo:

The City of St. Helena received you letter dated June 25, 2013 stating that partial funding had been denied for this Hazard Mitigation Grant. Specifically the project cost category labeled "Other/ prior to 2007" in the amount of $1,821,220. The City respectfully appeals this decision and provides additional information on other costs for the project totaling $938,635.81. The City used all Hazardous Mitigation funds from FEMA-DR-1203-CA to plan, design and engineer the St. Helena Comprehensive flood project as outlined in our requests. The following is a breakdown of "other costs" by Category:

Category	Amount
Permits/EIR	$104,650.57
Plan Development	$408,831.34
Planning Communications	$22,805.87
Preliminary Engineering	$29,120.00
Project Managment	$196,913.30
Public Outreach	$54,234.32
Supplies	$122,080.41
Total	$938,635.81

HM PA
F ST DR: 1203
Project # 1012
OES #: 055-64140
A C G H
M P S
Doc Date: 8/29/13

While the project had many delays, the grant enabled the city to complete the planning and design phase of the project.

Sincerely,

Karen Scalabrini

Karen Scalabrini
Finance Director

City of St. Helena • 1480 Main Street, St. Helena, CA 94574
Phone: (707) 967-2792 • Fax: (707) 963-7748 • Website: www.ci.st-helena.ca.us

DR1203-1012 City of St. Helena
1st Level Appeal Line Items

Attachment 4

TYPE	Year	Vendor	Amount	Category
Q	08-09	JAMS	59,746.24	PERMITS
Q	06-07	Cal Dept of Fish and Game	7,550.00	PERMITS
A	05-06	Cal Dept of Fish and Game	6,529.50	PERMITS
A	06-07	Cal Dept of Fish and Game	7,550.00	PERMITS
Q	03-04	David Briggs	572.00	PERMITS
A	04-05	Entomological Consulting	10,000.00	PERMITS
A	04-05	Environmental Data	684.00	PERMITS
A	05-06	State Water Resources	3,063.00	PERMITS
A	05-06	Napa County Tax Collector	186.70	PERMITS
Q	08-09	Diablo Valley Reporting	14,769.13	PERMITS
			104,650.57	PERMITS Total
Q	07-08	Kingsborough Atlas Tree	18,300.00	PLANNED DEVELOPEMNT
Q	08-09	Mildred Wilson & Tyler Pirro	38,892.90	PLANNED DEVELOPEMNT
A	08-09	State Water Resources	149,172.06	PLANNED DEVELOPEMNT
Q	03-04	Napa Title- Prelim work	1,500.00	PLANNED DEVELOPEMNT
A	04-05	Napa Title- Prelim work	1,250.00	PLANNED DEVELOPEMNT
Q	07-08	Napa County ITS	1,250.00	PLANNED DEVELOPEMNT
Q	07-08	Kristin Lowell	19,090.00	PLANNED DEVELOPEMNT
Q	07-08	Elaine Kent & Kathy Kent-Chick	1,035.00	PLANNED DEVELOPEMNT
Q	08-09	Elaine Kent & Kathy Kent-Chick	11,039.70	PLANNED DEVELOPEMNT
Q	07-08	Holmes Van & Storage, Inc.	1,019.00	PLANNED DEVELOPEMNT
A	08-09	Carneghi-Blum	59,337.71	PLANNED DEVELOPEMNT
Q	03-04	County of Napa	856.00	PLANNED DEVELOPEMNT
Q	07-08	Napa County Flood Control	492.90	PLANNED DEVELOPEMNT
Q	05-06	Napa County Treasurer	29,454.31	PLANNED DEVELOPEMNT
Q	07-08	Orrick	24,196.70	PLANNED DEVELOPEMNT
Q	07-08	Patrick Idiart & Assoc.	14,000.00	PLANNED DEVELOPEMNT
A	05-06	REB Engineering	255.00	PLANNED DEVELOPEMNT
Q	08-09	Thomas Kerr	7,330.07	PLANNED DEVELOPEMNT
Q	03-04	ASP Messenger Service	131.00	PLANNED DEVELOPEMNT
A	08-09	BPXpress	26.83	PLANNED DEVELOPEMNT
A	05-06	Pacific Tree	2,660.00	PLANNED DEVELOPEMNT
A	05-06	CASQA	250.00	PLANNED DEVELOPEMNT
A	06-07	Underground Services Alert	169.50	PLANNED DEVELOPEMNT
Q	06-07	Patrick Idiart & Assoc.	10,262.50	PLANNED DEVELOPEMNT
Q	04-05	Oldford	1,140.00	PLANNED DEVELOPEMNT
Q	06-07	Cal Native Plant Society	3,000.00	PLANNED DEVELOPEMNT
A	05-06	Jerry Haag	1,995.00	PLANNED DEVELOPEMNT
Q	06-07	Layne Christensen Co.	8,611.66	PLANNED DEVELOPEMNT
Q	03-04	Michael Landis Aerial photgraphy	983.50	PLANNED DEVELOPEMNT
Q	02-03	Bioengineering	1,000.00	PLANNED DEVELOPEMNT
Q	07-08	Russell Kinsey	190.00	PLANNED DEVELOPEMNT
			408,831.34	PLANNED DEVELOPEMNT Total
Q	03-04	Fed Ex	264.82	PLANNING COMMUNICATIONS
Q	06-07	Fed Ex	192.72	PLANNING COMMUNICATIONS
A	04-05	Fed Ex	72.62	PLANNING COMMUNICATIONS
A	05-06	Fed Ex	117.79	PLANNING COMMUNICATIONS
A	07-08	Fed Ex	27.97	PLANNING COMMUNICATIONS
Q	06-07	Intercall	781.36	PLANNING COMMUNICATIONS
A	08-09	Intercall	2,035.81	PLANNING COMMUNICATIONS
Q	03-04	Postage	1,916.96	PLANNING COMMUNICATIONS
Q	06-07	SF Chronical	792.50	PLANNING COMMUNICATIONS
Q	03-04	Sprint Conferencing Svc	6,113.77	PLANNING COMMUNICATIONS
A	04-05	Sprint Conferencing Svc	497.02	PLANNING COMMUNICATIONS
A	05-06	Sprint Conferencing Svc	1,946.73	PLANNING COMMUNICATIONS
Q	06-07	Sprint Conferencing Svc	746.08	PLANNING COMMUNICATIONS
A	08-09	Verizon	1,456.97	PLANNING COMMUNICATIONS
Q	03-04	Cingular	29.08	PLANNING COMMUNICATIONS
Q	02-03	Kellers Market	90.17	PLANNING COMMUNICATIONS
Q	03-04	Kellers Market	802.47	PLANNING COMMUNICATIONS
A	04-05	Kellers Market	78.51	PLANNING COMMUNICATIONS
Q	04-05	Knickerbockers	566.94	PLANNING COMMUNICATIONS
Q	05-06	Knickerbockers	190.00	PLANNING COMMUNICATIONS
Q	07-08	Knickerbockers	80.81	PLANNING COMMUNICATIONS
Q	08-09	Knickerbockers	381.44	PLANNING COMMUNICATIONS
Q	03-04	Market St. Helena	434.99	PLANNING COMMUNICATIONS
Q	03-04	Martini House- meeting	697.31	PLANNING COMMUNICATIONS
Q	02-03	Petty Cash - Flood Meeting	15.00	PLANNING COMMUNICATIONS
Q	07-08	Petty Cash - Flood Meeting	17.48	PLANNING COMMUNICATIONS
A	04-05	Petty Cash - Flood Meeting	95.64	PLANNING COMMUNICATIONS
A	08-09	Petty Cash - Flood Meeting	71.42	PLANNING COMMUNICATIONS
Q	03-04	Pinot Blanc - meeting	84.40	PLANNING COMMUNICATIONS
Q	08-09	Pinot Blanc - meeting	19.75	PLANNING COMMUNICATIONS
Q	04-05	Platnum plus	909.00	PLANNING COMMUNICATIONS
Q	03-04	Safeway	13.28	PLANNING COMMUNICATIONS
A	04-05	Safeway	52.44	PLANNING COMMUNICATIONS
Q	03-04	Sunshine Foods	207.47	PLANNING COMMUNICATIONS
A	05-06	Sunshine Foods	97.58	PLANNING COMMUNICATIONS
Q	03-04	St. Helena Mail Center	306.90	PLANNING COMMUNICATIONS
A	08-09	UPS	90.31	PLANNING COMMUNICATIONS
A	03-04	Kincos	614.95	PLANNING COMMUNICATIONS
			22,805.87	PLANNING COMMUNICATIONS Total
A	04-05	Martin Olford P.E.	2,640.00	PRELIMIMARY ENGINEERING
Q	07-08	Jon lander	6,880.00	PRELIMIMARY ENGINEERING
Q	08-09	Jon Lander	19,600.00	PRELIMIMARY ENGINEERING
			29,120.00	PRELIMIMARY ENGINEERING Total
Q	03-04	Heather Stanton Napa County	8,783.25	PROJECT MANAGER
Q	06-07	Heather Stanton Napa County	21,600.00	PROJECT MANAGER
Q	07-08	Heather Stanton Napa County	6,770.00	PROJECT MANAGER

Attachment 4

Q	07-08	Diane Barr	360.00	PROJECT MANAGER
Q	08-09	de Faymorgan	1,253.36	PROJECT MANAGER
Q	04-05	Napa County Flood Control	40,459.20	PROJECT MANAGER
Q	05-06	Napa County Flood Control	37,536.67	PROJECT MANAGER
Q	06-07	Napa County Flood Control	58,249.66	PROJECT MANAGER
Q	03-04	Tamera Haas- Consultant Finance	6,338.80	PROJECT MANAGER
A	04-05	Tamera Haas- Consultant Finance	3,376.30	PROJECT MANAGER
A	08-09	Fischer Computers	2,260.00	PROJECT MANAGER
A	04-05	Hertz Equipment Rentals	839.93	PROJECT MANAGER
Q	07-08	United Rentals	28,912.13	PROJECT MANAGER
A	05-06	Employment Development	51.00	PROJECT MANAGER
Q	08-09	PG&E	13.75	PROJECT MANAGER
Q	07-08	PG&E	89.25	PROJECT MANAGER
			196,913.30	PROJECT MANAGER Total
A	03-04	First America Title - Mailers	3,500.00	PUBLIC OUTREACH
Q	06-07	Napa Valley Publishing	553.16	PUBLIC OUTREACH
Q	03-04	Napa Valley Publishing	12,588.02	PUBLIC OUTREACH
A	08-09	Napa Valley Publishing	398.32	PUBLIC OUTREACH
A	03-04	Das Curb Markers- Mailers/door hangers	1,999.51	PUBLIC OUTREACH
Q	08-09	David Nugent	20,444.30	PUBLIC OUTREACH
Q	05-06	First America Title - Mailers	1,170.84	PUBLIC OUTREACH
A	05-06	JAMS	616.67	PUBLIC OUTREACH
Q	06-07	Kincos	846.45	PUBLIC OUTREACH
A	04-05	Kinco's	2,037.57	PUBLIC OUTREACH
A	08-09	Printing Services Napa Valley	63.68	PUBLIC OUTREACH
Q	03-04	*PRO25*	1,142.21	PUBLIC OUTREACH
A	03-04	Royal Graphics	2,945.03	PUBLIC OUTREACH
A	04-05	Sonoma Rentals- PA System	287.50	PUBLIC OUTREACH
A	02-03	St. Helena Mail Center	128.64	PUBLIC OUTREACH
A	04-05	St. Helena Mail Center	401.22	PUBLIC OUTREACH
Q	03-04	Wine Country Helecopter - photos	840.00	PUBLIC OUTREACH
A	08-09	Culinary Institute	100.00	PUBLIC OUTREACH
A	08-09	St. Helena Unified School - vintage Hall	4,375.00	PUBLIC OUTREACH
			54,284.32	PUBLIC OUTREACH Total
Q	03-04	Kinco's	1,007.89	SUPPLIES
Q	06-07	Williams USA	1,542.09	SUPPLIES
Q	08-09	Dell	2,343.00	SUPPLIES
A	08-09	Xerox	2,427.95	SUPPLIES
Q	08-09	Northfork Native Plants	8,300.00	SUPPLIES
A	08-09	Shooter & Butts	6,200.70	SUPPLIES
Q	08-09	Office Depot	789.83	SUPPLIES
Q	07-08	OneRain	1,618.75	SUPPLIES
A	04-05	OneRain	1,618.75	SUPPLIES
A	05-06	OneRain	1,618.75	SUPPLIES
A	06-07	OneRain	2,613.25	SUPPLIES
A	08-09	OneRain	3,387.50	SUPPLIES
Q	07-08	Cal Native Plant Society	6,180.00	SUPPLIES
Q	08-09	Cal Native Plant Society	16,720.00	SUPPLIES
A	05-06	Central Precast	445.08	SUPPLIES
Q	08-09	Cornflower Farms	64,319.05	SUPPLIES
A	04-05	Jonathan Goldman	61.42	SUPPLIES
A	05-06	Staples	135.51	SUPPLIES
A	07-08	Staples	59.50	SUPPLIES
A	08-09	Staples	143.30	SUPPLIES
A	08-09	Stevenson Supply	60.90	SUPPLIES
Q	06-07	Steve's Hardware	9.23	SUPPLIES
A	05-06	Steve's Hardware	39.30	SUPPLIES
A	05-06	Syar Industries	439.32	SUPPLIES
			172,080.41	SUPPLIES Total
			938,635.81	Grand Total

C- [illegible]

Attachment 5

The City of St. Helena will conduct city affairs on behalf of our citizens using an open and creative process.

NOV

N13-1052

Ricardo Castillo
3650 Schriever Ave.
Mather CA 95655

Subject: FEMA-DR-1203-CA, Cal EMA #1012, FEMA #1010
FIPS #055-64140
City of St. Helena
Flood Protection Planning Project

Dear Ricardo:

The City of St. Helena used all Hazardous Mitigation funds from FEMA-DR-1203-CA to plan, design and engineer the St. Helena Comprehensive flood project as outlined in our requests.

On October 5, 2013 you requested I send you a summary of the process used to determine the eligibility of items associated with our appeal letter dated August 29, 2013.

In 2003 a special fund was created to account for all project costs. During our appeal review, finance staff met with the city's Public Works Director to determine which invoices were eligible and how they were related to the project. Throughout the process staff used OMB Circular A-87 to determine invoice eligibility. Staff also checked dates of invoices to make sure the work was completed within the period of performance. All invoices were then categorized into eligible budget line items.

Please let me know if you have any questions or need additional detail.

Sincerely,

Karen Scalabrini

Karen Scalabrini
Finance Director

HM PA
F ST DR: 1203
Project # 1012
OES #: 055-64140
A C G H
M P S
Doc Date: 11/19/13

Attachment 6

C-Rick

N13-1106

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

DEC 16 2013

Karen Scalabrini, Finance Director
City of St. Helena
1480 Main Street
St. Helena, California 94574

Subject: FEMA-DR-1203-CA, Cal OES #1012, FEMA #1010
FIPS #055-64140
City of St. Helena
Flood Protection Planning Project

Dear Ms. Scalabrini:

The California Governor's Office of Emergency Services (Cal OES) has received the enclosed letter dated December 9, 2013, from the Federal Emergency Management Agency (FEMA) denying your first level appeal for additional funding in the amount of $938,635.81 federal share.

Although the City provided additional information, FEMA feels it is still unclear how these costs are directly related to the Flood Protection Planning Project. Therefore, the appeal was denied.

In accordance with 44 CFR 206.440, the City of St. Helena may appeal FEMA's determination. The second level appeal must be in writing and contain documented justification to support the City of St. Helena's position. The second level appeal must be received by Cal OES prior to February 8, 2014.

If you have any questions, please contact me at (916) 845-8150.

Sincerely,

KIRBY EVERHART
State Hazard Mitigation Officer

Enclosure

HM PA
F ST DR: 1203
Project # 1012
OES #: 055-64140
A C G H
M P S
Doc Date: 12/16/13

3650 SCHRIEVER AVENUE, MATHER, CA 95655
HAZARD MITIGATION GRANTS DIVISION
(916) 845-8150 TELEPHONE (916) 636-3780 FAX

Rick

Castillo, Ricardo@CalOES

From: Karen Scalabrini <KarenS@cityofsthelena.org>
Sent: Monday, January 13, 2014 12:51 PM
To: Castillo, Ricardo@CalOES

Hi Rick,
I'm sorry I will not be able to compete the detail you asked for before I leave. I don't think anyone in St. Helena has the detail of information FEMA is requesting.

Thanks for all your help.

Karen

Karen Scalabrini
Finance Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574
Karens@cityofsthelena.org
(707) 968-2751

RECEIVED
JAN 2014
ASSISTANCE MITIGATION BRANCH
1-14-14

HM PA
F ST DR: 1203
Project # 1012
OES #: 055-64140
A C G H
M P S
Doc Date: 1/13/14

Attachment 8

Castillo, Ricardo@CalOES

From: Castillo, Ricardo@CalOES
Sent: Wednesday, January 15, 2014 8:30 AM
To: 'Karen Scalabrini'
Subject: RE:

1203-1012

Hi Karen,

Can you please confirm via email that the City of St. Helena is no longer appealing FEMA's decision on the denial of cost category "other prior to 2007" in the amount of $1,821,220 total project cost. If so the City will be receiving a de-obligation in the amount of approximately $1,901,701.00. Thank you

Ricardo Castillo
California Governor's Office of Emergency Services
Hazard Mitigation Division
Emergency Services Coordinator
916-845-8158 Fax 916-636-3780

RECEIVED JAN 2014 ASSISTANCE & MITIGATION BRANCH

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Please note my new email address: ricardo.castillo@caloes.ca.gov

---

From: Karen Scalabrini [mailto:KarenS@cityofsthelena.org]
Sent: Monday, January 13, 2014 12:51 PM
To: Castillo, Ricardo@CalOES
Subject:

Hi Rick,
I'm sorry I will not be able to compete the detail you asked for before I leave. I don't think anyone in St. Helena has the detail of information FEMA is requesting.

Thanks for all your help.

Karen

Karen Scalabrini
Finance Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Attachment 9

208-1012

Castillo, Ricardo@CalOES

From: Karen Scalabrini <KarenS@cityofsthelena.org>
Sent: Friday, January 17, 2014 9:13 AM
To: Castillo, Ricardo@CalOES

Hi Rick,
I spoke to the City Manager and he agreed that we will need to de obligate the funds ~~for the appeal~~. Thanks for all your help.

RECEIVED
JAN 2014
ASSISTANCE & MITIGATION BRANCH

Caron

Karen

Karen Scalabrini
Finance Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574
Karens@cityofsthelena.org
(707) 968-2751

Attachment 10

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

January 31, 2014

Karen Scalabrini
Finance Directory
St. Helena, City of
1480 Main Street
St. Helena, CA 94574

Subject: **Notification of Deobligation of Excess Funds**
Hazard Mitigation Grant Program
FEMA-1203-DR-CA, Project #1012, FIPS # 055-64140, Supplement #208

Dear Ms. Scalabrini:

The California Governor's Office of Emergency Services (Cal OES) has received notification from the Federal Emergency Management Agency (FEMA) deobligating $1,977,904.00 from this project, resulting in a negative account balance. The FEMA deobligation documents have been forwarded to our Debt Recovery Unit, pending resolution of the amount owed on this project. A copy of the FEMA supplement is enclosed for your records.

In accordance with Title 44 Code of Federal Regulations, Part 206.440, if your organization disagrees with FEMA's deobligated amount, you can appeal. All appeals must be in writing and contain documented justification supporting your position and received by Cal OES within 60 days from the receipt of this letter. Please submit your letter of appeal to the following address:

California Governor's Office of Emergency Services
Hazard Mitigation Branch
3650 Schriever Avenue
Mather, CA 95655

If you have any questions or need assistance, please contact the Hazard Mitigation Grants Division at (916) 845-8150.

Hazard Mitigation Grants Division

Enclosure

c: Applicant's File

Attachment 11

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
3650 SCHRIEVER AVE
MATHER, CA 95655-4203

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

RECEIVED
FEB 18 2014
CITY OF ST.HELENA

TO: City of St. Helena
Attn: Mr. Gary Broad, City Manager
1480 Main Street, City Hall
St. Helena, CA 94574

INVOICE NO: 13-04888 ✓
INVOICE DATE: February 14, 2014 ✓
PO/Contract#: -HMGP DR1203

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Federal Emergency Management Agency DR1203 – El Nino 1998 HMGP Project 1203-1012 Cal OES ID# 055-64140 Reimbursement is requested for de-obligation related to Supplement #208 resulting in total project overpayment for the disaster. **Payment is due upon receipt of this invoice.** For any questions regarding this invoice, please contact Susan Kantner at (916) 845-8125 or email susan.kantner@calema.ca.gov. For any questions regarding payment, please contact Junko Roberts (916) 845-8348 or email junko.roberts@calema.ca.gov. Thank You. Kris Dan Plaza Kris Plaza Local Assistance Manager	235-4000-2499 OK to pay per Gary 2-25-14 COPY **TOTAL DUE**	CAL-OES 235-4000-2499 ✓ $1,901,700.00

Make Check Payable to:

Governor's Office of Emergency Services

Mail to: **Governor's Office of Emergency Services**
ATTENTION: Accounting Branch
3650 Schriever Avenue
Mather, CA 95655-4203

ACCOUNTING USE ONLY

Current Doc	13-04888					Cash Receipt:			
Fund:	0890	FY:	2011/12	FM:	08	Date:		Amount:	
Batch Date:		Batch No.:		TC:	130	Batch Date:	Batch No.:	TC:	155
Index: 8311	Object: 702	PCA:	82203	Source:	580200	Project No.:		Subsidiary:	15900000

Attachment 12

087512

Vendor: GOVERNOR'S OFC OF EMERGENCY SVCS
Vendor No: CAL-OES Vendor Acct No: -HMGP DR1203

Invoice Number	Date	Description
13-04888	02/14/2014	PO/CONTRACT# -HMGP DR 1203

Check Date: 02/27/2014
Check Amount: $1,901,700.00

Invoice Amount
1,901,700.00

COPY

Attachment 13

Chapter 2.24
DIRECTOR OF FINANCE/TREASURER

Sections:

2.24.010 Office created.

The office of director of finance/treasurer is created. The director shall be appointed and supervised by the city manager as set forth in Section 2.12.060(B)(2). The director shall execute the same form of bond as required to be executed by the city clerk pursuant to California Government Code Section 36518. (Ord. 01-10 § 5 (part): prior code § 2.115)

2.24.020 Powers and duties.

The director of finance/treasurer shall:

A. Exercise general supervision over the city's finances;

B. Maintain records readily reflecting the financial condition of the city;

C. Keep such accounts, receipts, and records as shall be prescribed by the city manager;

D. Be responsible for the safekeeping of money received by the city;

E. Prepare and publish a summary of the city's annual financial report as required by California Government Code Sections 53891, 40804 and 40805;

F. Countersign all city warrants or checks, or to authorize signature by a deputy;

G. Audit all demands against the city for money or damages;

H. Certify or approve payrolls or attendance records of city officers and employees or to authorize approval by a deputy;

I. Disburse funds of the city treasury on checks which have been allowed either by the council, law, or city officers authorized to allow the same;

J. Issue checks on the treasury for all debts and demands against the city when the amounts are fixed by law, for interest and redemption of bonds issued by the city, upon surrender and cancellation of such bonds or interest coupons, for salaries of officers and employees of the city who are legally entitled to such salaries, and for all other demands authorized by law. Salary checks are to be drawn on the dates specified by the city and at least twice monthly;

K. Collect all money due the city unless in any given case the duty of collection is by this code given to another officer;

L. Be responsible for the investment of city funds in accordance with this code and applicable state statutes;

M. Retain the records of current inventories of all property of the city by all city departments, offices and agencies, unless this duty is assigned to another officer by the city manager;

N. Attend regular meetings of the city council, and present to the council regular and special oral and written reports requested by the council or necessary to inform the council of matters under the director's discretion. The director shall, at the direction of the city manager or the city council, attend special meetings of the city council and meetings of other bodies considering matters related to the city's finances;

O. Assume all functions of the treasurer as set forth in this code and in California Government Code Sections 41000 to 41007; provided, however, that the city manager may instead assume such duties pursuant to Section 2.12.060(B), upon notice to the city council;

P. Possess such other powers and perform such additional duties otherwise imposed upon the city clerk by California Government Code Sections 37200 through 37210, including any amendments thereto, which are hereby transferred to the director of finance/treasurer. The director is authorized and required to perform all of such transferred duties;

Q. Possess such other powers and perform such other functions as the city council or city manager may from time to time specify. (Ord. 14-14 § 2; Ord. 01-10 § 5 (part): prior code § 2.116)

2.24.030 Quarterly statement to city manager and council.

The director of finance/treasurer shall deliver to the city manager and to the council at a regularly scheduled council meeting a budget report showing the budget status at the end of the preceding quarter. (Ord. 01-10 § 5 (part): prior code § 2.117)

2.24.040 Withholding payment when money owed city.

The director of finance/treasurer shall allow no payment:

A. Without first deducting any indebtedness due from the claimant to the city, if notice of the indebtedness has been received;

B. In favor of any officer, employee, or individual having custody of any funds or collections for the city, who is delinquent in making the required accounting. (Ord. 01-10 § 5 (part): prior code § 2.118)

Mobile Version

Chapter 2.12
CITY MANAGER

Sections:

2.12.010 Purpose.

The council finds and determines that the administrative affairs of the municipal government of the city would be handled more expeditiously, efficiently, and satisfactorily through an officer who, acting on behalf of the council, would attend to such administrative affairs, correlate and coordinate various municipal activities, compile data, prepare reports relating to the affairs of city government and generally act as the agent of the council in the discharge of administrative duties. (Prior code § 2.4.00)

2.12.020 Office created—Qualifications.

There is created in the service of the city the position of city manager. The city manager shall be selected by the council on the basis of his or her professional experience, administrative qualifications, and education with special reference to his or her actual experience in, and knowledge of, accepted practices in respect to the duties of his or her office as set forth in this chapter. (Ord. 11-6: prior code § 2.4.01)

2.12.030 Eligibility of councilmembers.

No person elected to membership on the council shall be eligible for appointment as city manager until one year has elapsed after he or she has ceased to be a member of the council. (Prior code § 2.4.03)

2.12.040 Appointment, tenure and removal.

A. The city manager shall be appointed by the council and shall hold office at and during the pleasure of the council; provided, however, the city manager shall not be removed from office during or within a period of ninety (90) days next succeeding any general municipal election in the city at which election a member of the council is elected, except by a unanimous vote of the council.

B. The purpose of this provision is to permit any newly elected member of the council to observe the actions and ability of the city manager in the performance of the powers and duties of his or her office. (Prior code § 2.4.04)

2.12.050 Compensation and expenses.

A. The city manager shall receive such compensation and expense allowances as the council shall, from time to time, determine, and such compensation and expenses shall be a proper charge against such funds of the city as the council designates.

B. The city manager shall be reimbursed for all sums necessarily incurred or paid by him or her in the performance of his or her duties, or incurred when traveling on business pertaining to the city under the direction of, or with the express consent of, the council. Reimbursement shall be made only in accordance with an itemized claim setting forth the sums expended or obligation incurred in the manner provided by the council for the presentation of claims for reimbursement of expenses of other city officers and employees. (Prior code § 2.4.05)

2.12.060 Powers and duties.

A. The city manager shall be the administrative head of the government of the city, under the direction and control of the council. The manager shall be responsible for the efficient administration of all the affairs of the city, which affairs are under his or her control.

B. In addition to the general powers as administrative head, and not as a limitation thereon, the city manager shall have the following powers and duties:

1. General Supervision. To execute on behalf of the council, its administrative supervision and control of such affairs of the city as may be placed in his or her charge, or which are not otherwise provided for the council;

2. Personnel and Organization. To appoint competent, qualified officers and employees to all positions in city employment except the city attorney and the fire chief; to dismiss, suspend and discipline such officers and employees in accordance with such policies as may from time to time be set forth by the council; to transfer such employees from one department to another consistent with the policies of the council; to recommend to the council such reorganization of officers, departments or divisions as may be indicated in the interests of the efficient, effective and economical conduct of the city's business, and to effect such reorganization when authorized by appropriate ordinance, resolution or motion of the council. The city manager shall have the authority to appoint department heads other than the city attorney and fire chief subject to ratification by the council at its next regular meeting.

3. Authority Over Officers and Employees. To control, order, and give direction to all heads of departments and subordinate officers and employees of the city, except in matters which by state law are confined to their exclusive and uncontrolled jurisdiction, and except the city attorney. Department heads shall include: public works director/city engineer, finance director, planning director, police chief, library director, recreation director, fire chief;

4. Rules and Regulations. To prescribe such rules, regulations and polices as he or she deems necessary or expedient for the conduct of administrative services, and to revoke, suspend, or amend any rule, regulation or policy established by any officer, department head or other person in administrative service;

5. Shift Work. To temporarily direct any department or division of the city to perform work for any other department, division or office of the city;

6. Compensation Plan. To prepare and to recommend to the council, from time to time, desirable revisions of the compensation plan of the city;

7. Assist the Council. To attend meetings of the council and to report upon and discuss any matters concerning the affairs of the departments, services or activities under his or her supervision upon which, in his or her judgment, the council shall be informed, or upon which his or her views or opinions are requested by the council;

8. Carry Out Council Decision. To carry out, on behalf of the council, its policies, rules, regulations and laws relating to the administration of the affairs of the city, its departments, divisions and services;

9. Budget. To supervise the preparation of a detailed, proposed municipal budget and submit the same to the council on or before May 15th of each year, and to offer his or her recommendations as to such increases, decreases, cancellations, transfers, or changes in any of the items included in the proposed budget as in his or her judgment should be made before adoption of the budget after its final adoption; and to keep the council informed with respect thereto;

10. Public Improvements. To supervise public improvement projects and programs, and to aid and assist the council and the various departments, services, and offices of the city in carrying the same through to a successful conclusion;

11. Recommendations to the Council. To recommend to the council for adoption such measures and ordinances as he or she deems necessary or expedient;

12. Studies and Reports. To make such surveys, studies, reports and recommendations as he or she may deem desirable on any matter affecting the interest of the people or city as budgeted or as may be requested by the council;

13. Council Agenda. To supervise the preparation of the agenda for all regular, special, or adjourned meetings of the council in accordance with the laws establishing rules for the council meetings;

14. Other City Offices. To serve in any appointed office within the city government to which he or she may be qualified when appointed thereto by the council, and to hold and perform the duties thereof at the pleasure of the council and without further compensation except as expressly provided by the council at the time of such appointment or thereafter;

15. Mail. To supervise the receipt and opening of all mail addressed in whole or in part to the council, or the mayor or mayor pro tem by title only, and to give immediate attention thereto, to the end that all administrative business referred to in such communications, and not necessarily requiring action by the council, may be disposed of in an expeditious manner; provided, however, all actions taken pursuant to such communications shall be reported to the council at its next regular meeting thereafter or by separate communication to each member of the council;

16. Enforcement of Laws. To see to the enforcement within the city of the laws of the state and the city;

17. Contracts, Franchises, Permits and Licenses. To investigate and see to the faithful performance and observation of all contracts of the city and of all franchises, permits, licenses, and privileges granted by the city;

18. Citizens Complaints. To appropriately investigate all complaints in relation to matters concerning the administration of city government; to adjust all proper grievances within the scope of authority provided by city laws and policies, and to report to the council all injustices suffered by reason of defects or omissions in the laws, policies, or practices of the city which he or she is not authorized to rectify;

19. Public Property. To exercise general supervision over all public buildings, public parks and other public property which is under the control and jurisdiction of the council, when the general supervision thereof is not specifically delegated to a particular officer;

20. Community Relations. To explain to the public the actions, purposes and policies of the city government;

21. Contracts. To execute in the name of the council and city any contract authorized or approved by the council unless the council expressly provided for another manner of execution of such contract; and

22. Owner Powers and Duties. To perform such other duties and exercise such other powers as are necessary, incident to the powers set forth in this section or as may be assigned or delegated to him or her from time to time, by action of the council.

23. Assume all functions of the treasurer as set forth in this code and in California Government Code Sections 41000 to 41007. (Ord. 14-14 § 1; Ord. 02-5 § 3 (part); Ord. 00-4 (part); prior code § 2.4.06)

2.12.070 Administrative relationships.
The council and its members shall deal with the administrative services of the city through the city manager, except for the purpose of inquiry to other departments for informational background. Department heads will receive council direction regarding his or her department from the manager. The city manager will receive his or her direction and instructions from the council as a body. An individual councilperson does not have the authority to order or instruct the city manager without prior approval of the council. (Prior code § 2.4.07)

2.12.080 Limitation imposed.
The city manager shall not establish general policy which is the province of the council to determine, nor shall he or she commit or bind the council, or any member thereof, to any action, plan or program requiring official council action. It is not intended by the provisions of this chapter to grant any authority to, or impose any duty upon the city manager, which is now, or hereafter may be vested in or imposed by general state law or any other city commission, departments, officer or employee. (Prior code § 2.4.08)

2.12.090 Standards of performance.
In the discharge of his or her duties, the city manager shall endeavor at all times to exercise the highest degree of tact, patience, and courtesy in his or her contacts with the public, with the council, and with all city commissions, boards, departments, officers and employees, and shall use his or her best efforts to establish and maintain a harmonious relationship among all personnel employed in the government of the city to the end that the highest possible standards of public service shall be continuously maintained. Pursuant to this goal, the city manager shall receive full cooperation of the city staff. (Prior code § 2.4.09)

Mobile Version

CITY OF ST. HELENA
OVERVIEW

FISCAL YEAR 2013-2014

Economic Profile

The City of St. Helena is located in the center of the world famous wine growing Napa Valley, 65 miles North of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. On March 24, 1876, the City of St. Helena was incorporated and re-incorporated on May 14, 1889.

The City from its inception has served as a rural agricultural center. In recent years, with the growth and development of the wine industry, the City has become an important business and banking center for the wine industry. The St. Helena Public Library includes a respected wine library. The City also receives many visitors as a result of the wine industry and the area's scenic qualities.

Population and Local Revenues from State

The City's population has remained relatively stable over the past ten years, due primarily to the agricultural land preservation policies and other resource and infrastructure constraints. The State Department of Finance releases population data. The City's population figures for 2013 are estimated to be 5,849; up .7% from the previous years estimate of 5,809. The State Controller distributes local subventions such as gas tax, and other revenues on a per capita basis that may be affected by this change. **The State Controller has not released the apportionment to local governments as of the publication of this document so the impact is unknown at this time.**

Municipal Government

The City has a Council-Manager form of government. The Council is composed of a directly elected mayor and four councilmembers. In the November 2012 election, Sharon Crull and Greg Pitts were elected to serve a four-year term as Councilmembers. In November 2012 Del Britton was re-elected to a two-year term as Mayor. Ann Nevero was appointed Mayor after Mayor Britton's passing in January 2013. In 2010 Peter White and Ann Nevero were elected to four-year terms. In February 2013 Mario Sculatti was appointed to fill Councilmember Nevero's vacant seat. A City Manager appointed by the City Council is responsible for the administration of City affairs. The City Manager is assisted by an administrative team that includes the City Attorney (who is a contract attorney), an appointed City Clerk and department heads for the Finance, Fire, Library, Planning, Police, and Public Works Departments.

Budget Policies and Procedures

City Code section 2.4.06(9) requires that the City Manager submit a budget document to the City Council by May 15th of each year. The budget process begins with the individual department heads submitting their budget requests to the Finance Department for review. After the Director of Finance has reviewed the requests, the department heads meet individually with the City Manager and Director of Finance to review their budgets on a line-by-line basis and any changes needed are agreed upon and made to the proposed budget.

The Director of Finance prepares the upcoming year's revenue projections and reviews these projections with the City Manager. Unlike appropriations, projected revenues are not subject to direct City control. Property Tax revenues vary with real estate sales and building activity in the community.

Building activity also affects building permits and plan check fees. Sales Tax and Transient Occupancy Tax (TOT) are subject to the economic cycles of businesses in the community mixed between tourism and local sales. The Director of Finance uses a combination of current trends, historical performance and anticipated changes to current projections to arrive at the revenue levels contained in the budget. After estimating revenues, the Director of Finance compiles a draft report for review by the City Manager and the Proposed Budget is prepared for Council review.

After submittal of the Proposed Budget, the Council holds budget study sessions before adopting the budget at a regularly scheduled Council meeting in June. Upon adoption of the budget, monthly budget status reports are prepared and distributed to Department Heads. On a quarterly basis the Director of Finance/City Treasurer submits a budget status report to the City Council.

Any adjustments to the Adopted Budget must be made in conformance with the City's Budget Resolution, which allows Department Heads to transfer appropriations within their department providing that neither the number of authorized personnel is increased, nor any transfer that would decrease appropriations for capital outlay results.

The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund. Total appropriations within a fund may only be increased with Council approval. All budget changes are recorded on a Budget Revision Form and forwarded to the Finance Department for review and processing. After proper approval, the changes are made to the Working Budget.

Budgetary and Accounting Basis

The Operating Budget is developed by fund on a Generally Accepted Accounting Principles (GAAP) basis, except that depreciation and amortization are not budgeted. Principal payment on debt in the enterprise funds is budgeted as an expense.

General, Special Revenues, and Debt Services funds are budgeted on a modified accrual basis; Water and Wastewater Enterprise Funds are budgeted on an accrual basis.

Continuing Grants and Trusts expenditures are offset by self-supporting revenues in the budget. If budgeted grants are not awarded to the city then no expenditures are made. Some Grants are not included in the budget since funding information is not available until mid year.

CITY OF ST. HELENA, CALIFORNIA

Resolution No. 2013-39

ADOPTION OF ANNUAL BUDGET FOR THE CITY OF ST. HELENA FOR THE FISCAL YEAR ENDING JUNE 30, 2014

RECITALS

Good operating practice requires that the City adopt estimates of revenues and expenditures on a fiscal year basis and provide a policy for subsequent modification of such appropriations. The Council and staff have had several study sessions to determine the appropriations needed for the next fiscal year.

RESOLUTION

The City Council hereby adopts the following:

1. Revenue estimates and appropriations by fund and department as shown in "EXHIBIT A", a copy of which is attached and hereby made a part of this Resolution, is hereby adopted.

2. Any unexpended portion of the General Fund balance as of June 30, 2013, is hereby assigned to a Contingency Reserve, up to the City's annual appropriation limitation.

3. The City, as a practice, shall expend current year proceeds of tax first, and then any non-proceeds of tax to satisfy approved appropriations.

4. Any remaining Capital fund projects and encumbrances will be rolled into the next fiscal year.

5. The St. Helena Chamber of Commerce shall receive an operating subsidy equal to eight percent (8%) of Business License Tax revenues, three percent (3%) of Transient Tax revenues, and two percent (2%) of Sales Tax revenues received by the City during the fiscal year to be used for promotion and entertainment purposes. The Chamber shall annually on or before April 30, submit to the City Council a report of activities of the Chamber, the approved budget, and an accounting of public funds expended during the previous calendar year ending December 31.

6. Department Heads may authorize the transfer of appropriations within a department, except transfers: (1) that would purport an increase in the number of regular personnel, and (2) that would decrease appropriations for capital outlay.

7. The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund.

8. The City Council has the overriding authority to control the use of revenues and the appropriation of funds and therefore may modify this policy at any time. The total appropriations in any fund may not be increased except by the City Council.

9. All changes in appropriations will be authorized on a "Budget Transfer" form. All increases in appropriations will be authorized by Council.

10. Any expenditure of greater than $25,000 for supplies, equipment or general services require formal bid procedures and must be approved by the City Council pursuant to Article XIV, Chapter 2 of the City Code.

Approved by action of the City Council at a Regular Meeting held on June 11, 2013, by the following vote:

AYES: Councilmembers Pitts, Sculatti, White
NOES: None
ABSENT: Councilmember Crull, Mayor Nevero

CITY OF ST. HELENA
Incorporated March 24, 1876
Re-Incorporated May 14, 1889
STATE OF CALIFORNIA

APPROVED:

Peter White
Councilmember

ATTEST:

Delia Guijosa
City Clerk

Attachment 16

EXHIBIT A

CITY OF ST. HELENA
Budget Summary by Fund
Fiscal Year 2013/2014

	REVENUES	EXPENDITURES
FUND 101, GENERAL FUND	$8,806,821	
City Council		$163,086
City Manager/Clerk		287,841
Finance		257,738
City Attorney		495,000
Planning/Building		404,272
Library		856,756
Recreation		78,956
Fire		556,050
Police		2,592,445
Public Works Admin		212,452
Government Buildings		187,884
Storm Drains		101,014
Streets		214,772
Parks		643,134
Debt Service		236,275
Non-Departmental		519,208
Operating Transfers		178,296
Subtotal		$7,985,178
Capital Transfers		796,000
TOTAL GENERAL FUND	**$8,806,821**	**$8,781,178**
Fund 216, Public Safety Impact Fees	22,000	-
Fund 218, Public Library Foundation	20	12,000
Fund 219, CLSA Library Restoration	1,500	214,500
Fund 224, Public Safety (COPS)	100,300	100,000
Fund 225, State Gas Tax 2105	28,660	28,660
Fund 226, State Gas Tax 2106	20,550	20,550
Fund 227, State Gas Tax 2107	46,150	46,150
Fund 228, State Gas Tax 2107.5	2,030	2,030
Fund 229, State Gas Tax 2103	65,430	65,430
Fund 235, Measure A	526,805	526,805
Fund 238, Training Development	4,000	4,000
Fund 279, Asset Forfeiture	-	-
Fund 280, Community Activities	125,939	125,939
Fund 283, Tree City USA	52,357	52,357
Fund 286, Bocce Ball	40,250	24,568
Fund 289, Recreation Programs	132,835	132,835

Attachment 16

EXHIBIT A

	REVENUES	EXPENDITURES
Fund 290, Tourism Improvement District	273,668	273,518
Fund 375, Murray Trust	1,105	-
Fund 381, Ryan Library Trust	600	-
Fund 382, Martin Library Trust	-	-
Fund 383, Dr. Wood Trust	-	-
Fund 384, Tweed Trust	118,486	101,197
Fund 420, Fire Station GO Bonds	184,658	184,950
Fund 561, Water Enterprise	4,771,503	4,374,570
Fund 562, 1977 Water Bond	200	-
Fund 571, Sewer Enterprise	2,090,083	1,671,217
Fund 582, Garage	129,736	129,736
TOTAL BUDGET	$17,545,686	$16,872,190
Less Interfund Transfers	(1,809,679)	(1,809,679)
TOTAL NET REVENUES AND EXPENDITURES	$15,736,007	$15,062,511

EXHIBIT A

Additional Capital Funds for 2013-2014	REVENUES	EXPENDITURES
Fund 713, Civic Improvement Impact Fees	$ -	$ -
Fund 733, General Fund Capital Projects		
Downtown Renisainance $106,000	456,000	456,000
Building Maintinance $15,000		
Financial Software $10,000		
City Hall Relocation $270,000		
Water for Dog Park $5000		
Crinella Park Improvement $50,000		
Fund 741, Street Improvement	500,000	500,000
Fund 763, Water Capital Projects	200,000	200,000
Fund 773, Wastewater Capital Projects	100,000	100,000
Total Additional Capital Project Funds	$ 1,256,000	$ 1,256,000

Item No: 19

Report to the City Council
Council Meeting April 14, 2015

Agenda Section: **New Business**

Subject: **Development of a Grant Manager Position and Appropriation of Funds for Remainder of FY 2014-15 in the amount of $19,000**

CEQA Status: **Not a Project**

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

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

DISCUSSION

On February 27, 2015, the City Council conducted a Goal Setting Session to identify priority objectives for the coming year. The Council focused on an overall goal of securing the City's financial future. Grants are a key revenue source that can provide essential funding for capital improvement projects, emergency preparedness, public safety, and innovative community programs that best serve our community. This source of funding can help ease the demand on the General Fund as well as the City's two enterprise funds.

In Fiscal Year 2013-14 the City was required to refund FEMA/OES $1.9 million in grant funds due to lack of necessary documentation to claims submitted. The source of the repayment was the City's unassigned General Fund Reserve. As discussed in the prior Council Item #18 on this same Council agenda, City has not established a sound grant administration and records management program, resulting in the inability to satisfy the requirements of the FEMA/OES grant.

After reviewing the overall needs of the City and specific direction from the Council to secure the City's financial future and to fully research the events leading up to the refund of the $1.9 million to FEMA/OES, it is recommended that a Grant Manager position be created.

The responsibilities of this position would include: (1) forensic research for awarded grants including the $1.9 million FEMA/OES refund documentation (this will include all aspects of seeking reimbursement for all or a portion of the FEMA/OES refund) to ensure all grants are being properly administered; (2) creating a comprehensive grant administration program for the City; and (3) seeking and securing grant funding for various City projects/departments including, but not limited to, Upper York Creek, public works (transportation, roads), water/wastewater, public safety, emergency operations, historic preservation, utility vehicles, and community programs.

The City of St. Helena does not have a dedicated staff member to develop a proper grant program thus underutilizing the amount of federal, state, and local grant funding available to the City. Currently, grants are identified and applied for on a case by case basis and only when resources are available to prepare and submit a grant application. Grant writing is a specialized skill and an experienced grant writer can significantly increase the City's success in grant awards. In addition, once grants are awarded, the proper documentation, administration, and policies must be in place to ensure the funds are spent appropriately to ensure the City receives the grant funds. This proposed Grant Manager position will also enhance the City's long-range planning by: (1) developing a strong grant planning program, (2) allowing for quality and timeliness of all aspects of grant processing and management, (3) ensuring regulatory compliance with all state and federal requirements and circulars, and (4) maintaining consistent financial reporting by City departments and the Finance Department.

FISCAL IMPACT

The funds for this position are being appropriated from three sources: Water Fund Unassigned Reserves, Wastewater Unassigned Reserves and General Fund Unassigned Reserves. A total of $19,000 is being appropriated for this position to cover the remaining two (2) months of the Fiscal Year 2014-15. The Fiscal Year 2015-16 proposed budget will include this position at the full cost (salary and benefits) of $117,500 using Water Fund Unassigned Reserves, Wastewater Unassigned Reserves, and General Fund Unassigned Reserves. For Fiscal Year 2016-17 ongoing revenue will be identified to fund this position. Ultimately, the goal of all grant programs is to cover the cost of the Grant Manager within the grants awards that are received by the City and to obtain significantly more in grants funds than the annual cost of the position.

RECOMMENDED ACTION

Approve creation of a Grant Manager position for a total cost for FY 2014-15 of $19,000 and FY 2015-16 of $117,500. Funding will be divided equally from Water Fund Unassigned Reserves, Wastewater Unassigned Reserves, and General Fund Unassigned Reserves.

ALTERNATIVE OPTION

Council has the option of not approving the Grant Manager position. The result of this action would be that the City does not currently have the expertise or the staff capacity to develop a comprehensive grant administration program, which would mean status quo in the City's limited number current number of grant applications being submitted. Also, proactive searching for beneficial grants for areas in emergency preparedness, alternative transportation, environmental programs, community programming and even streets and roads will not occur. Finally, a records management review of all currently awarded grants would occur as time permits and as reports are due to ensure full compliance, rather than an overall proactive review over the next few months.

Regarding the FEMA/OES $1.9 million refund, the City could hire an independent forensic account to search, review and compile the City's documentation on the FEMA/OES grants with the goal of identifying the required documentation related to the expenses deemed not eligible by FEMA/OES. The City could then hire an expert in federal funding to work with federal agencies to not only petition for a reopening of the closed grant, but to also identify potential sources of funds if some or all of the grant funds are deemed eligible for return to the City.

ATTACHMENTS

ATTACHMENT 1 – Resolution No. 2015-_____ Permanent Grant Manager Position

ATTACHMENT 1

CITY OF ST. HELENA

RESOLUTION NO. 2015-

APPROVING THE DEVELOPMENT OF A GRANT MANAGER POSITION AND APPROPRIATION OF FUNDS FOR REMAINDER OF FY 2014-15 IN THE AMOUNT OF $19,000

RECITALS

A. On February 27, 2015, the City Council conducted a Goal Setting Session to identify priority objectives for the coming year; and

B. The Council focused on an overall goal of securing the City's financial future; and

C. In Fiscal Year 2013-14, the City was required to refund FEMA/OES $1.9 million in grant funds due to lack of necessary documentation to support the claims submitted; and

D. Duties of the Grant Manager Position will include: forensic accounting for grant funding; creating a comprehensive grant process; and seeking and securing grants for various City projects/departments; and

E. The community of St. Helena will benefit from the creation and development of a Grant Manager position; and

RESOLUTION

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

1. Adopt resolution approving the creation and development of a Grant Manager position.

Approved at a Regular Meeting of the St. Helena City Council on April 14, 2015 by the following vote:

Mayor Galbraith: __________

Vice Mayor White: __________

Councilmember Crull: __________

Councilmember Dohring: __________

Councilmember Pitts: __________

APPROVED: ATTEST:

______________________ ______________________

Alan Galbraith, Mayor Cindy Black, City Clerk

Item No: 20

Report to the City Council
April 14, 2015

Agenda Section:

Subject: **Appeal of the February 3, 2015 Planning Commission decision to deny a Demolition Permit, Parcel Map, Use Permit and Design Review in order to demolish an existing single-family residence, subdivide the existing parcel into two parcels (creating a flag lot) and develop a new two-story single-family residence on each of the new parcels at 1837 Pine Street in the MR: Medium Density Residential district.**

CEQA Status: **Categorically Exempt**

Prepared By: **Victor Carniglia, Planning Consultant**

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

PROJECT APPLICATIONS

The proposed Project involves a number of discretionary applications as described below:

Demolition Permit:

The applicant is requesting approval of a Demolition Permit to demolish all existing structures on the 16,686-sf parcel in order to accommodate the proposed lot split. Structures that would be demolished include a four bedroom 2,967-sf single-story residence, a large 1,323-sf carport, a 615-sf garage, a 109-sf shed, and a 431-sf pool. The existing house is in fair to poor condition.

Parcel Map & Use Permit Applications:

The applicant submitted an application for a Parcel Map in order to subdivide the existing 16,686-sf parcel into two parcels, the 9,066-sf Parcel 1 (the front parcel) and 7,620-sf Parcel 2 (the rear, "flag" lot). A 16' wide private drive is proposed as access to Parcel 2. This access drive (or panhandle portion of the lot) is excluded when determining lot size and Floor Area Ratio (FAR), pursuant to section 17.112.100(B) of the Municipal Code. Therefore, Parcel 1 (the front parcel) has a functional square footage of 7,366-sf.

This Parcel Map, if approved, would create a flag lot, which according to the Municipal Code requires a Use Permit. Such a Use Permit mandates that the City make additional required findings, in addition to the standard Use Permit findings, as discussed later in this report.

Design Review Application:

The applicant submitted a Design Review application for two new single-family residences (one on each parcel created by the subdivision). The proposed residence on Parcel 1 (the front parcel) is a two-story home which includes a second unit, an attached two-car garage, and a pool. The first floor is 1,788-sf and the second floor is 488-sf for a total of 2,276-sf. The attached second unit on Parcel 1 totals 383-sf and is located on the second floor of the main residence. Access to the second unit is from an exterior stairway. The total building square footage of the residence on Parcel 1, including the second unit, is 2,659-sf. The height of the proposed two story house is 24 feet.

The proposed residence on Parcel 2 (the rear parcel) is also a two-story home, and contains a detached two car garage, a 400 square foot second unit, and a pool. The first floor is 1,561-sf and the second floor is 784-sf for a total of 2,345-sf. The 400 square foot second unit is located on the second floor, and is accessed by an exterior stair case. The total building square footage for Parcel 2, including the house and the second unit is 2,745-sf.

It should be noted that the applicant had previously proposed submitting revised plans to the City that removed the second unit from Parcel 2, which would have reduced the overall size of the home by 400 square feet, with a corresponding reduction in the apparent mass of the structure. The applicant ultimately decided not to "downsize" the plans as discussed, citing lack of agreement with the City on several project issues.

Water Neutrality Application/Determination:

The existing house that is proposed to be demolished is currently connected to City water and sewer. Development of Parcel 2 will require additional connections to the City water and sewer system. The proposed access drive from Pine Street through Parcel 1 will accommodate sewer and water extensions to the house on Parcel 2. The Applicant has submitted a water neutrality analysis (attached), which takes into account the removal of the existing home on the lot and the use of very low flow fixtures in both proposed homes.

PROJECT HISTORY

Mark Kaye and Michael Fahn of MDK Homes (the "applicant") in May 2014 applied for a parcel map, demolition permit, use permit, and design review to subdivide 1837 Pine Street into two parcels and develop new single family residences on each parcel (each of which would have a guest or second unit). Prior to submittal, the applicants in late

2013 and early 2014 met with then Interim Planning Director Greg Desmond to discuss the various standards and parameters applicable to their proposed project.

On September 2, 2014, the Planning Commission first considered the proposed project. The applicant did not attend the September 2, 2014 hearing, although many interested neighbors were in attendance. It is staff's understanding, based on conversations with the applicant prior to the September 2, 2014 Commission meeting, that the applicant chose not to attend the September 2 hearing as they did not agree with the option proposed by staff for a single story home on the rear parcel (Parcel 2). As a courtesy to the applicant, who were not in attendance to represent themselves, the Planning Commission continued the item to the September 16, 2014 meeting, after opening the public hearing and taking testimony from those residents who indicated they would not be able to attend the September 16, 2014 meeting.

On September 16, 2014, the Planning Commission, upon considering testimony from all parties, directed staff to prepare a resolution of denial. The Planning Commission on September 30, 2014 adopted the denial resolution, thereby denying the project as proposed. The applicant subsequently asserted procedural irregularities with respect to the September 16, 2014 Planning Commission hearing. By letter dated November 17, 2014, and in a lawsuit filed January 12, 2015 (*Kaye et al. v. City of St. Helena et al.*, Napa County Superior Court Case No. 26-65665), the applicant asserted that the Planning Commission lacked a legal quorum on September 16, 2014, alleging violations of the Brown Act, and denial of a fair hearing, and thus that the Planning Commission decision on September 16, 2014 to deny the applications, and adoption of a resolution on September 30, 2014 denying the applications, was null and void.

On February 3, 2015 Planning Commission cured and corrected the alleged violations (without admitting the allegations) and again heard the subject applications, taking the following actions:

- Declared the earlier September 16, 2014 public hearing on the matter null and void.
- Vacated the Planning Commission's decision on September 16, 2014, to deny the application and its adoption of Resolution 2014-08 denying the proposed project on September 30, 2014.
- Conducted a new public hearing at which the Commission accepted the testimony and evidence from the public hearing on September 2, 2014, as well as new testimony and evidence.
- After considering all the testimony and evidence presented at the February 3, 2015 meeting, the Planning Commission, after deliberating, unanimously voted to deny the proposed applications.

It should be noted that the Planning Commission on February 3, 2015 denied the applications "without prejudice", which would have allowed the applicant to resubmit a revised application tailored to address the City's concerns. (See SHMC section

17.08.150(A).) Instead, the applicant chose to appeal the Planning Commission action to City Council.

On February 16, 2015 the applicant filed their appeal of the Planning Commission denial of the requested approvals. While the appeal of the Use Permit, Design Review, and Demolition Permit applications was timely under the 14-day appeal period for those applications, the appeal of the denial of the Parcel Map was beyond the 10-day period to appeal actions on parcel maps. (See St. Helena Municipal Code ("SHMC") section 16.24.100(F).) This issue concerning the timeliness of the appeal is discussed in more detail in the "Project Analysis" section of this report.

A final point to note concerning "Project History." At the February 3, 2015 Planning Commission meeting the applicant made an extensive power point presentation, in part citing over twenty instances of what the applicant described as examples of "flag lots" that the City purportedly approved in the past, which the applicant felt were similar to what they were proposing. The applicant specifically cited instances where it was their understanding two story (as opposed to one story) homes were approved on the rear parcel of flag lots, with in some cases driveways 16 feet or less wide, rather than 20 foot width required by City Code. Staff, as a follow up, reviewed the majority of the examples presented. As part of this process staff discovered, based on City records, that many of what the applicant considered to be comparable examples of flag lots were actually created well over 20 years ago, and in some instances were much older than that. Given the age of many of the flag lots, it is not surprising that they don't comply with current City requirements. For example, a flag lot cited at 1713 Adams Street contains a home that has a 14 foot wide easement accessing the property, which is clearly less that the current 20 foot requirement. However, the home in question was built in 1920 based on County Assessor records. 1640 Tainter Street, which appears to have a "flag lot like" configuration, contains a 913 sq ft home that was constructed in 1946, and is accessed by a 12 foot wide alley. 1629 Madrona Avenue created in 1983 contains a large 2 story home on a flag lot, but the flag lot is much larger at just over 13,000 square feet as compared to the applicant's 7,620 square foot flag lot. 1247 Hudson Avenue consists of a flag lot parcel with a 15 foot wide access to a home built in 1924.

While some of the flag lots cited by the applicant were indeed created more recently (i.e. post 2000) with two story homes or with access less than 20 feet wide, there are no true comparables to the subject application, as all sites differ in a number of important ways, including parcel size, setbacks, proximity of surrounding structures, the level of neighborhood concern etc. An example of these inherent differences is the flag lot most often cited by the applicant, namely 1701 Madrona, which happens to be located in close proximity to the subject application, and was created very recently in 2014. While the flag lot approval for 1701 Madrona does not limit the home on the rear parcel to one story in height, the rear parcel at 1701 Madrona is 13,774 square feet in size, making it almost twice as large as the rear lot proposed by the applicant of 7,620 square feet. This larger lot size allows for much greater setbacks from neighboring properties. On the other hand, the width of the access to the rear parcel at 1701 Madrona is inexplicably 16 feet wide, as opposed to the Code required 20 feet.

In the end, each project has to stand on its own merits within its own specific context. Thus, the other projects cited by the applicant have but limited utility, and don't preclude the City from properly applying the Subdivision Ordinance and Zoning Ordinance as it is written, or force the City to assume that a design solution that fit another context is also appropriate in a different setting.

CEQA STATUS

The requested demolition permit is exempt from the requirements of CEQA, pursuant to Section 15301, Class 1, which exempts demolition of one single family residence and accessory structures; Section 15315, Class 15, which exempts the division of property in urbanized areas zoned for residential use into four or fewer parcels; and Section 15303, Classes 3(a) and 3(b), which exempts the construction and location of limited numbers of new small structures, including single-family residential homes and second units.

It is important to note that the preceding Categorical Exemptions are proposed to be applied if the City Council finds that the Project is consistent with the City's various subdivision and zoning requirements. If the City denies the Project, e.g., because of inconsistencies with the City's Subdivision and/or Zoning Ordinances, the project would be exempt under section 15061(b)(4) of the CEQA Guidelines (exemptions for denials of projects).

PROJECT ANALYSIS

Whether the Appeal Is Untimely:

As mentioned in the previous "Project History" section of this report, the appeal of the Parcel Map was not submitted within the ten-day appeal period of the City's Subdivision Ordinance (Title 16 of the SHMC). The following section contains additional information concerning the City's appeal process:

The St. Helena Municipal Code provides different appeal periods, depending on the entitlement application involved. SHMC section 17.08.180, subdivision B, provides the following appeal deadline for zoning decisions:

> "Unless otherwise indicated, all appeals shall be made in writing and be accompanied by the appropriate fee. Appeals must be received by the planning director or city clerk **not later than fourteen (14) calendar days** following the date of action from which such appeal is being taken. If the fourteenth calendar day is a weekend or a city holiday, the deadline is extended to the next working day of the city." [Emphasis added]

Section 16.24.100, subdivision (F), provides the appeal deadline for Parcel Map[1] decisions:

> "The subdivider or any interested person adversely affected by a planning commission action with respect to the parcel map, must file an appeal in writing with the planning director **within ten (10) days of the decision**. The city council shall consider the appeal within thirty (30) days after the date of filing of the appeal, unless the subdivider consents to a continuance and shall affirm the planning commission's approval of the parcel map and any subdivision improvement agreement in accordance with Section. 16.20.080." [Emphasis added][2]

The applicant's appeal, filed February 16, 2015, was filed 14 days after the Planning Commission action. Thus, the appeal is timely with respect to the demolition permit, use permit and design review applications pursuant to section 17.08.180, subdivision B. However, the appeal was filed more than ten days after the denial of the Parcel Map, and staff believes that it was thus not timely with respect to that appeal pursuant to section 16.24.100, subdivision (F).

The applicant asserts the 10-day appeal period does not apply to the appeal at all (even re: the Parcel Map). The applicant asserts that the Planning Commission did not inform the applicant that SHMC section 16.24.100(F) would apply and instead informed the applicant, including on the published agenda, that SHMC section 17.08.180(B) would apply. While staff acknowledges that the Planning Commission agenda cited to SHMC section 17.08.180(B) as providing an appeal deadline, and did not inform the applicant about SHMC section 16.24.100(F), staff believes it is the applicant's responsibility to determine the period applicable to its appeal, as those periods are set forth in the Municipal Code, and that the applicable appeal periods are not rendered unenforceable as a result of statements made, or not made, by City staff or officials. Moreover, the staff report to the Planning Commission and the Planning Commission's denial of the application referred extensively to Title 16 of the SHMC, which concerns subdivisions, and not merely to Title 17 of the SHMC, which concerns zoning. Thus, staff believes the applicant should have reviewed Title 16 of the SHMC where the applicant would have seen section 16.24.100(F). Thus, staff believes that the appeal was untimely with respect to the Parcel Map.

Further, the applications are dependent upon the division of the existing parcel at 1837 Pine Street into two parcels. Because the Planning Commission denied the Parcel Map application, which decision the applicant did not timely appeal, the City Council could deny the Parcel Map appeal as untimely, and the other appeals as moot or otherwise incapable of being granted.

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[1] A "parcel map" is the commonly used term for subdivisions of four or fewer parcels. A "tentative map" is the commonly used terms for subdivisions of more than four parcels.

[2] Section 16.24.060 also provides a ten-day appeal deadline for tentative maps.

Nevertheless, staff recommends that the City Council consider, as alternative and supplemental bases for a decision, the merits of the appeal. As to the merits, staff recommends that the Council find that the various project applications, as previously considered by the Planning Commission, do not meet the requirements of the Municipal Code in multiple respects, including the ability to make the required findings. This question as to the merits of the appeal, and the proposed Project's compliance with City requirements, are addressed in detail in the following sections of this staff report. As a practical matter, if the Council took the position that the appeal was untimely without addressing the merits of the appeal, the applicant, aside from contesting the timeliness of the appeal legally, could simply refile the various applications.

General Plan Consistency:

The property has a General Plan designation of "Medium Density Residential". This district provides for single-family detached homes and accessory dwelling units.

The following relevant General Plan policies are directly applicable to the proposed project:

- ***Policy 2.6.4:*** *"Permit infill development and higher densities within currently developed areas wherever possible to minimize and postpone the need for expansion of the Urban Service Area."*

  (Comment: *The proposed project is consistent with this General Plan policy)*

- ***Policy 2.6.15:*** *"Encourage new residential development in all density ranges that is consistent with scale and character of the older residential districts of the City, particularly the neighborhoods west of Main Street."*

  (Comment: *The property in question is located west of Main Street. This issue of the "scale and character" of the proposed project is addressed in detail in the Design Review Analysis section of this staff report. Based on this analysis it can be concluded that the project as proposed is not consistent with this General Plan Policy)*

- ***Policy 2.6.19:*** *"Permit higher density housing in single family neighborhoods as long as the development character of the single family area is maintained (i.e., lot widths, orientation to street, building heights, etc.)"*

  (Comment: *While project density is not an issue, there is a significant concern in relation to building heights (one story versus two story) and the overall intensity of development as measured by Floor Area Ratio (FAR) as compared to surrounding development, as discussed further in the Design Review section of this staff report. Based on this analysis, the project as proposed is not consistent with this General Plan Policy)*

Zoning Consistency:

The project site is located in the "MR: Medium Density Zoning District", which implements the pertinent policies in the General Plan relating to the Medium Density Residential designation. The project as proposed meets most of the requirements of the MR zone including lot size, building size, and setbacks. However, there are three instances where zoning requirements are not met by the project as proposed:

- **Lot Width of Parcel 2**: The "MR" Zoning District requires a 70 foot minimum lot width. (See SHMC section 17.40.060(B).)[3] The existing property being subdivided is a "pie" shaped lot, with a width of 121 feet at the street. However, the rear lot line is just 60.4 feet wide, which is almost 10 feet less than the Zoning Code minimum width of 70 feet for the Medium Density Residential Zone. As a result of this "pie" shape, the *average* lot width for Parcel 2 is approximately 75 feet and the front lot width of Parcel 2 is proposed to be 93 feet. Given that this 60.4 foot width at the rear lot line already exists, and the fact that the average real lot line width is approximately 75 feet, staff believes that the City can interpret this Project to be compliant with the 70-foot width requirement of the MR Zoning District.

  However, staff also believes that the City Council also has the discretion to strictly interpret the 70-foot width requirement (and not to consider the average width) and to determine it is not satisfied in this instance due to the 60.4 rear width. In such a scenario, the applicant could in theory subsequently apply for a variance, which according the City's Zoning Code and State law would require the applicant to demonstrate a hardship or unique circumstances pertaining to the property.

- **Width of Driveway of "Flag" Lot:** The City's Zoning Code requires that a driveway accessing a flag lot have a minimum width of 20 feet, with 16 feet of paving and 2 feet of landscaping on each side of the driveway, for a total of 20 feet. (SHMC section 17.112.100(B)(1).) The applicant is proposing a 16 foot wide driveway, with 12 feet of paving and 2 feet of landscaping on both sides of the driveway. The applicant feels this is adequate as the minimum paved width required by the City for emergency vehicles is 12 feet. (See SHMC section 17.124.070(A)(5).)

  The applicant has verbally indicated a willingness to "deed restrict" four feet of land adjacent to the 16-foot driveway in order to meet the 20-foot driveway minimum width requirement. The applicant contends the 16-foot width is justified

[3] SHMC section 17.40.060(B) states that these are "[m]inimum standards for parcels, except for flag lots, small lots or residential condominium projects and townhouses as provided for in Chapter 17.112. While the back lot is a flag lot, staff interprets the foregoing language of exception to apply to the panhandle/flagpole of the portion of the lot, not the width requirement.

given that the minimum width for emergency vehicle access is 12 feet of pavement. The applicant also claims that a number of the flag lots approved over the last 10 years have 16 foot wide driveways, not 20 foot driveways.

However, the purposes of these two provisions of the Municipal Code—sections 17.112.100(B) and 17.124.070(A)(5)—are not the same. The latter, section 17.124.070(A)(5) (cited by the applicant), concerns minimum widths to ensure sufficient emergency access, while the former requirement, section 17.112.100(B), is applicable specifically to flag lots and addresses concerns above and beyond emergency access, such as aesthetics, set-backs and privacy concerns where two properties abut. The City Zoning Code is very clear on this issue. It requires that the dimensions of the "pole" or "panhandle" for a flag log, be a minimum 20 feet wide, with 16 feet of pavement and four feet of landscaping, and that the "pole/panhandle" portion of the lot be owned in "fee" by the owner of the Parcel it accesses (Parcel #2). (SHMC sections 17.112.100, subdivisions (B)(1) and H.)[4] These specific provisions for flag lots should control over the more general provision for driveway width. Further, the fact that the City may have previously mistakenly approved a non-compliant project does not mandate that the City to approve this non-compliant Project.

- **Parking for 2nd Units**: A total of two second units are proposed, one within each the two single family homes. The City's Zoning Code requires that each second unit have its own parking space. The parking space intended for the second unit proposed on Parcel 1 (the front parcel), is depicted on the Pine Street frontage such that it angles to the street in a manner that would create an unsafe situation for someone backing out of the parking space onto Pine Street. This should be reconfigured to be perpendicular. The parking for the second unit located on the rear parcel (Parcel 2) is located in the driveway accessing the garage of the main unit. Impeding access to the garages by placing second unit parking in the driveways would eliminate the ability of the primary residential unit to use the covered garage parking spaces, and is therefore should not be approved. As proposed, neither the front nor the rear parcel contains appropriate, required parking for the two proposed second units.

- **Floor Area Ratio (FAR)**: It should be noted that the Floor Area Ratio (FAR.), which is a "yardstick" to measure of the building intensity of a project, is proposed at the maximum allowed for both parcels. Applying the City's F.A.R provisions, the maximum permitted F.A.R. for Parcel 1 is .336, which allows for a maximum building area of 2,475-sf (excluding the guest unit and 200-sf of the garage, which are exempt from F.A.R. calculations). Taking into account the exempt square footage, the building area allowed on Parcel 1 is 2,476-sf, which is one-

[4] As with the lot width question, the applicant in theory could apply for a variance, which requires very specific findings.

square foot over the F.A.R maximum. Presumably this Zoning issue could be addressed by a minor change to the floor plans.

The maximum F.A.R. for Parcel 2 is .334 (F.A.R varies by lot size) which allows for a maximum building area of 2,545-sf (again, excluding the 200-sf of the garage and the guest unit, which are exempt from F.A.R. calculations). As proposed, the building area on Parcel 2 is 2,545-sf which is exactly the maximum allowed.

The fact that both the proposed residential units are at (or in the case of Parcel 1, slightly above) the maximum F.A.R allowed by the Zoning Ordinance, raises compatibility issues with the surrounding neighborhood which in most cases are at a much lower F.A.R. Barring an unlikely coincidence that the square footage of the proposed homes just happens to coincide with the maximum house size allowed by the zoning, it appears the proposed homes were "reverse engineered" to deliver the maximum square footage rather than to address in a meaningful way consistency and compatibility with the surrounding neighborhood. This has serious negative implications for the project's ability to meet relevant City goals, policies, and findings as discussed elsewhere in this staff report.

REQUIRED FINDINGS

As noted previously, the proposed project involves a number of applications, including a Demolition Permit, Parcel Map, Use Permit, and Design Review. Each of these actions requires that the decision making body make specific findings in order for the application to be approved. In this section of the report, the various required "findings" are identified and discussed.

Findings: Demolition Permit

Municipal Code Section 17.164.050(E) implements the policy direction provided in the General Plan. As provided in this section, no permit authorizing the demolition of any building within any zoning district shall be issued until approved by the Planning Commission in accordance with the following findings:

1. *That, based on the public record and testimony presented at a public hearing, the building is determined not to be a significant architectural or historical building.*

2. *That the demolition does not eliminate elements that are required to maintain the essential character of the neighborhood.*

Comments on Required Demolition Permit Findings*:* The structure which was built in the late 1950's is not designated a historic structure, nor does it have particular architectural merit. The structure is in fair to poor condition. The demolition of the existing residence would in no way negatively affect the character of the neighborhood, and therefore both findings can be made.

Findings: Parcel Map

Pursuant to Sections 16.24.040(B), 16.24.050 and 16.16.080 of the City of St. Helena Subdivision Ordinance and California Government Code Section 66473.5,[5] the City must make the following findings when considering a tentative parcel map.

1. *The proposed subdivision, together with the provisions for its design and improvements, is consistent with the General Plan and other applicable provisions of the Code.*
2. *That the design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, as described in the state Subdivision Map Act and any guidelines promulgated by the City Council.*

   A tentative map shall be denied if any of the following findings are made:

   1. *That the proposed map is not consistent with the General Plan, applicable specific plans, or other applicable provisions of this code;*
   2. *That the design or improvement of the proposed subdivision is not consistent with the general plan, applicable specific plans, or other applicable provisions of this code;*
   3. *That the site is not physically suitable for the type of development;*
   4. *That the site is not physically suitable for the proposed density of development;*
   5. *That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the planning commission may approve such a tentative map if an environmental impact report was prepared with respect to the project and a finding was made pursuant to Section 21081(a)(3) of CEQA that specific economic, social or other consideration make infeasible the mitigation measures or project alternatives identified in the environmental impact report;*
   6. *That the design of the subdivision or the type of improvements are likely to cause serious public health problems;*

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[5] Government Code section 66473.5 provides:

"No local agency shall approve a tentative map, or a parcel map for which a tentative map was not required, unless the legislative body finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1.

A proposed subdivision shall be consistent with a general plan or a specific plan only if the local agency has officially adopted such a plan and the proposed subdivision or land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan."

7. *That the design of the subdivision or the type of improvements will conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the city council may approve a map if it finds that alternate easements for access or for use will be provided and that those will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is granted to the planning commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision;*
8. *That all requirements of the California Environment Quality Act and the rules and procedures adopted by the city council pursuant thereto have not been met;*
9. *That the applicant has failed to submit complete or adequate information;*
10. *Subject to Section 66474.4 of the state Subdivision Map Act, that the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (commencing with Section 51200 of the Government Code) and that the resulting parcels following a subdivision of the land would be too small to sustain their agricultural use.*

Comments on Required Parcel Map Findings: As previously mentioned in the section of this staff report addressing General Plan and Zoning Consistency, the proposed Parcel Map does not meet a number of the requirements of the City's General Plan and Zoning requirements, therefore Parcel Map Findings 1 and 2 cannot be made.

Findings: Use Permit

It is important to emphasize that in order for the City to approve a Parcel Map to create a "flag lot", the City's Zoning Ordinance requires approval of a Use Permit with three very specific additional findings concerning the flag lot, in addition to the twelve standard Use Permit findings pursuant to Municipal Code Section 17.168.050. These required findings, all of which must be made by decision makers, are discussed below:

1. *That the proposed use would not generate odors, fumes, light, glare, radiation or refuse that would be injurious to surrounding uses or to the community;*
2. *That the proposed use would not generate levels of noise that adversely affect the health, safety or welfare of neighboring properties or uses;*
3. *That the proposed use would not generate traffic noise in excess of the normally acceptable range identified in the general plan;*
4. *That the proposed use would not make excessive demands on the provision of public services including water supply, sewer capacity, energy supply, communication facilities, police protection and fire protection;*
5. *That the proposed use would provide adequate ingress and egress to and from the proposed location;*

6. *That allowing the proposed use would not conflict with the city's goal of maintaining the economic viability of a local-serving economy;*
7. *That the proposed use would be compatible with surrounding land uses and would not conflict with the purpose established for the district within which it would be located;*
8. *That the proposed use would not be in conflict with the city's general plan;*
9. *That the proposed use would not be injurious to public health, safety or welfare;*
10. *That granting the use permit would not set a precedent for the approval of similar uses whose incremental effect would be detrimental to the city or would be in conflict with the general plan;*
11. *That, as demonstrated on a detailed plan submitted by the applicant, adequate off-street parking to accommodate the long-term parking needs of employees and business owners and customers is available;*
12. *That the capacity of surrounding streets is adequate to serve the automobile and delivery truck traffic generated by the proposed use.*

In addition, pursuant to Section 17.112.100(I) of the City of St. Helena Municipal Code, the Planning Commission must make the following additional findings in order to approve a flag lot:

1. *The creation of a flag lot is consistent with neighborhood character and density.*
2. *Development upon the flag lot will not result in a significant loss of privacy for adjoining residential units.*
3. *Development on the flag lot will not result in excessive noise, traffic and parking congestion.*

Comments on Required Use Permit Findings: Use Permit Findings 7, 8, and 9 that address General Plan and Zoning consistency and compatibility with the surrounding land uses cannot be made given compatibility and privacy issues discussed elsewhere in this report. In addition, the three additional required Use Permit findings specific to the creation of a flag lot are problematic for the proposed project. Specifically, Findings 1 and 2 raise the issue of the compatibility of the proposed homes given their height, mass and size as compared to the character of the existing neighborhood. While the neighborhood surrounding the property consists of both one and two story homes, with a preponderance of single story homes, both homes proposed are two stories in height with the maximum floor area ratio (FAR) allowed. FAR, which is a ratio of the total amount of building square footage proposed on the lot (minus exemptions) as compared to the size of the lot, is the best measure the City has of the overall development "intensity" on a given property. In comparing the size of the homes proposed with the surrounding neighborhood, the FAR of the proposed homes is much higher than typical homes in the area. When the "exempt" square footage is taken into account (specifically the second units proposed in both homes), the FAR of the proposed homes is even higher in comparison to the surrounding neighborhood. The end result is the proposed project is out of character with the surrounding neighborhood.

The issue of loss of privacy, as raised by Finding 2 concerning the creation of "flag lots" warrants further analysis and discussion. As a "rule of thumb" approval of a flag lot in most cases results in the creation of a new lot to the rear of the lot located adjacent to the street. In essence, the new lot and any house proposed on that new lot, is located in what previously was the back yard of the existing lot. As a result of this "backyard" orientation, any residence proposed on the back lot (Parcel 2) has the potential to create significant privacy impacts on surrounding homes. This is less critical if the lot in back (Lot 2) is much larger in size than the surrounding properties, thereby allowing a residence on the back lot to be placed a substantial distance from the property line. However, in this case, the back lot (Parcel 2) is actually smaller than the front parcel, and is just over the 7000 square foot minimum lot size. Combine this issue of parcel size with the fact the applicant is proposing two story homes on both lots that are at the maximum square footage allowed by City code, and the result is the potential for significant privacy impacts on surrounding properties. This privacy issue is further aggravated by the fact that both homes are proposed with second units located on the upper floor that are accessed by exterior stairs, which look directly down onto the neighboring property.

It should be noted that the applicant has taken a number of steps in an attempt to address privacy impacts created by the home proposed on Parcel 2, and to a lesser extent on Parcel 1, including reducing window size, and increasing the sill height of the windows on the building elevations facing the surrounding properties. In addition, the applicant is preserving existing landscaping located near the property lines, while adding significant mature landscape screening at the property line placed to screen second floor windows. While these measures reduce the privacy impacts created by the proposed homes, significant privacy impacts remain created by the second story windows that still overlook the back yards of adjacent properties, and by the exterior stairways accessing the second units located on the upper floor of both homes, which loom over the surrounding homes and yards. While strategically planted landscaping can reduce privacy impacts, it is shortsighted to overly rely on such plantings as they can (and often will) be trimmed or removed by property owners to gain more expansive views.

The Council should carefully assess these critical required findings concerning privacy, neighborhood character, and density. One clear solution to address this issue of privacy impacts would be to redesign the home on Parcel 2 to reduce it to a single story in height. Limiting the house on Parcel 2 to a single story could be done without a significant reduction in the total square footage of the home, and a single story home on Parcel 2 would be much more in keeping with the various General Plan policies mentioned elsewhere in this report, and the required findings concerning neighborhood character, compatibility, and related issues.

Findings: Design Review

The purpose of design review is to, among other things, promote the qualities that bring value to the community and foster attractiveness and functional utility of the community as a place to live and work. The following design criteria are required to be considered by the City Council in review of this application:

1. *Consistency and compatibility with applicable elements of the general plan;*
2. *Compatibility of design with the immediate environment of the site;*
3. *Relationship of the design to the site;*
4. *Determination that the design is compatible in areas considered by the board as having a unified design or historical character;*
5. *Whether the design promotes harmonious transition in scale and character in areas between different designated land uses;*
6. *Compatibility with future construction both on and off the site;*
7. *Whether the architectural design of structures and their materials and colors are appropriate to the function of the project;*
8. *Whether the planning and siting of the various functions and buildings on the site create an internal sense of order and provide a desirable environment for occupants, visitors and the general community;*
9. *Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures;*
10. *Whether sufficient ancillary functions are provided to support the main functions of the project and whether they are compatible with the project's design concept;*
11. *Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles;*
12. *Whether natural features are appropriately preserved and integrated with the project;*
13. *Whether the materials, textures, colors and details of construction are an appropriate expression of its design concept and function and whether they are compatible with the adjacent and neighboring structure and functions;*
14. *In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character;*
15. *Whether the landscape design concept for the site, as shown by the relationship of plant masses, open space, scale, plant forms and foliage textures and colors create*

a desirable and functional environment and whether the landscape concept depicts an appropriate unity with the various buildings on the site;

16. *Whether plant material is suitable and adaptable to the site, capable of being properly maintained on the site, and is of a variety which is suitable to the climate of St. Helena;*

17. *Whether sustainability and climate protection are promoted through the use of green building practices such as appropriate site/architectural design, use of green building materials, energy efficient systems and water efficient landscape materials.*

Comments on Required Design Review Findings: A number of the preceding required Design Review Findings, notably Findings 2, 5, and 8 raise the same issues of the lack of compatibility of the proposed Project with the surrounding community, as were raised in the preceding discussion of the required Parcel Map and Use Permit findings just discussed.

CORRESPONDENCE

At the time of packet distribution staff had received letters of opposition to this Project (included as attachments). The public has raised many concerns about the project including the size of the houses, neighborhood character, privacy for adjacent properties, lot width, loss of mountain views, and lack of water among others. Also attached is a letter from the applicant dated April 7, 2015 that addresses the proposed project.

FISCAL IMPLICATIONS:

Approval of the appeal, thereby approving the proposed project, would result in the development of two new, approximately 3000 square foot homes with an assessed value of likely $2 to $3 million each, which would yield the City approximately $3600 to $5000 per year in new property tax revenue, minus City costs to serve the property (primarily fire and police). Denial of the appeal would result in no net gain or loss in current revenue to the City.

RECOMMENDED ACTION

As documented in this staff report, there are a number of serious problems with the project proposed at 1837 Pine Street, and with the appeal of the February 2, 2015 Planning Commission denial. Grounds for denying the appeal and therefore the project include without limitation: (1) the appeal of the Parcel Map denial by the Planning Commission was not timely as it was submitted after the 10 day appeal period specified by City Code, (2) the project as proposed does not comply with the following Zoning requirements, specifically the 70-foot minimum lot width required in the Medium Density Residential Zone, the minimum 20-foot width of the "flag" portion of the flag lot providing access to the "flag" portion of the lot, and the required one off street parking space for each of the two accessory, second units proposed, (3) the standard Categorical

Exemption for a project of this scale cannot be made given the various inconsistencies with City Zoning, and therefore a valid CEQA determination cannot be made, and (4) as documented in the preceding "Findings" discussion all the various required findings for a Parcel Map, Use Permit, and Design Review cannot be made.

Thus, based on the foregoing, **staff recommends that the City Council adopt the attached resolution** denying the appeal of the Planning Commission's denial of the applicant's request for a Demolition Permit, a Parcel Map, a Use Permit, and Design Review approval.

Staff would further recommend that the City Council, consistent with the February 2, 2015 denial *"without prejudice"* by the Planning Commission, deny the appeal and therefore the proposed project, *"without prejudice"*. Staff is recommending this distinction, given the fact that while the project as proposed does not meet City Code requirements and numerous required findings, it may be possible for the applicant to modify the proposed project in such a manner as to result in a proposal that would be acceptable to the City. The following are a number of possible changes/modifications that could in aggregate result in compliance with City Codes and Ordinances, and could put City decision makers in a position to be able to make all the various required findings:

- Propose a single story home on the rear parcel (Parcel 2) instead of the two story home proposed, with a roof height and pitch consistent and compatible with the surrounding neighborhood.
- That the second floor exterior stair access to the second unit located in the home on the front parcel be eliminated.
- That a decorative masonry or equivalent sound attenuating wall be built on the side property line between the driveway accessing the rear parcel (Parcel 2) and the adjacent neighbor to reduce noise impacts created by the close proximity of the driveway to the adjacent property.
- That the access leading to Parcel 2 from Pine Street be owned "in fee" by Parcel 2, and be a minimum 20 feet wide, with a 16 foot wide driveway and with 2 feet of landscaping on each side.
- That an application for a variance be submitted by the applicant requesting that the City allow a parcel to be split that does not meet the 70 foot minimum width requirement.

OPTIONS:

The following are options for Council to consider other than the "Staff Recommendation" set forth above:

1. Find the appeals are timely and grant the appeals. Under this option staff would recommend that the City Council continue the item and direct staff to prepare a resolution of approval with appropriate conditions and findings, with adoption of the resolution at the next regularly scheduled City Council meeting
2. Refer the Project to the Planning Commission for reconsideration.

ATTACHMENTS

CITY OF ST. HELENA
CITY COUNCIL

RESOLUTION NO. 2015-

DENIAL OF AN APPEAL OF THE FEBRUARY 3, 2015 PLANNING COMMISSION DECISION TO DENY AN APPLICATION FOR A DEMOLITION PERMIT, A PARCEL MAP, A USE PERMIT, AND DESIGN REVIEW TO ALLOW THE DEMOLITION OF AN EXISTING SINGLE-FAMILY RESIDENCE, THE SUBDIVISION OF AN EXISTING PARCEL INTO TWO PARCELS, THE CREATION OF A FLAG LOT, AND THE CONSTRUCTION OF NEW TWO-STORY SINGLE-FAMILY RESIDENCES ON THE NEWLY CREATED PARCELS FOR REAL PROPERTY LOCATED AT 1837 PINE STREET IN THE MR: MEDIUM DENSITY RESIDENTIAL DISTRICT (PL14-024)

APN: 009-304-003
APPLICANT: Marc Kaye and Michael Fahn of MDK Homes
PROPERTY OWNER: Michael H. Fahn, Trustee of the Michael H. Fahn Family Trust

RECITALS

1. The real property at 1837 Pine Street is an existing 16,686-square foot parcel located Medium Density Residential (MR) zoning district located in one of the City's older residential neighborhoods west of Main Street (the "Site"). The Applicant has submitted a request to the Planning Commission for a Demolition Permit, a Parcel Map, a Use Permit, and Design Review to allow the proposed development of the Site (the "Project"). The Demolition Permit is necessary to allow the Applicant to raze the existing structures on the Site, which include a 2,967-square foot single-family residence, a 1,323-square foot carport, a 615-square foot garage, a 109-square foot shed, and a 431-square foot swimming pool. The Parcel Map seeks to subdivide the Site into two parcels of 9,066 square feet (Parcel 1) and 7,620 square feet, respectively. Parcel 2 will be accessed via a twenty-foot (20') wide private access and utility easement across Parcel 1. The proposed Parcel Map would create a flag lot; thus, a Use Permit is required to authorize the creation of a flag lot. Finally, the Applicant seeks Design Review approval to construct a new single-family residence and related accessory structures on each of the newly created parcels. Parcel 1 would be developed with a 2,659-square foot two-story single-family residence with an included guest unit, a 400-square foot garage, and a swimming pol. Parcel 2 would be developed with a 2,745-square foot two-story single-family residence with an included guest unit, a 400-square foot detached garage, and a swimming pool.

2. The Planning Commission originally considered the Applicant's requests at duly noticed public hearings on September 2, 2014, and September 16, 2014, and, on September 30, 2014, adopted Resolution No. 2014-08 to deny the applications.

3. The Applicant subsequently asserted procedural irregularities with respect to the Planning Commission's consideration of the matter on September 16, 2014. By letter dated November 17, 2014, and in a lawsuit filed January 12, 2015 (Kaye et al.

v. City of St. Helena et al., Napa County Superior Court Case No. 26-65665), the Applicant asserted that the Planning Commission lacked a quorum for this matter on September 16, 2014, allegedly violating the Brown Act, and denied the applicant a fair hearing. The Applicant requested the Planning Commission to declare the public hearing on September 16 null and void and "to cure and correct."

4. On February 3, 2015, the Planning Commission took the following actions:
    a. By separate Resolution, the Planning Commission declared that the public hearing on September 16, 2014, regarding the application described in the recitals, and the decision to deny the Application on September 16, 2014, are null and void, and the Planning Commission vacated Resolution 2014-08, adopted on September 30, 2014.
    b. The Planning Commission conducting a new, duly noticed public hearing on this matter at which the Commission accepted the testimony and evidence from the public hearing on September 2, 2014, as well as new testimony and evidence.
    c. The Planning Commission considered the matter anew and took new action, as discussed below.
5. At the conclusion of the public hearing on February 3, 2015, having considered the record of the proceedings before it, the written evidence submitted prior to the close of the public hearing, and the testimony and other evidence submitted at all the aforementioned public hearing on September 2, 2014, this matter, and having deliberated the matter, the Planning Commission denied applications for a Demolition Permit, a Parcel Map, a Use Permit, and Design Review to allow the demolition of the existing structures on a 16,686 square foot parcel, the subdivision of the existing parcel into two parcels, the creation of a flag lot, and the construction of a new two-story single-family residence and related accessory structures on each of the newly created parcels for the real property located at 1837 Pine Street.
6. The applicant appealed the Planning Commission denial of the Demolition Permit, a Parcel Map, a Use Permit, and Design Review to allow the demolition of the existing structures on a 16,686 square foot parcel, the subdivision of the existing parcel into two parcels, the creation of a flag lot, and the construction of a new two-story single-family residence and related accessory structures. The applicant's appeal, filed February 16, 2015, was filed 14 days after the Planning Commission action.

RESOLUTION

The City Council of the City of St. Helena, State of California, hereby denies the appeal of the Planning Commission's decision to deny the Demolition Permit, the Parcel Map, the Use Permit, and Design Review to allow the demolition of the existing structures on a 16,686 square foot parcel, the subdivision of the existing parcel into two parcels, the creation of a flag lot, and the construction of a new two-story single-family residence and related accessory structures on each of the newly created parcels for real property located at 1837 Pine Street, on the following basis:

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 further finds that the Project is exempt from CEQA pursuant to Section 15061(b)(4) of the CEQA Guidelines, which exempts projects that will be denied from the requirements of CEQA.

C. Findings.

The Appeal Is Untimely. The applicant filed the appeal 14 days after the Planning Commission action. The appeal of the denial of the Parcel Map was not timely, as the appeal period for Parcel Maps in the Subdivision Ordinance of the St. Helena Municipal Code ("SHMC") is 10 days under section 16.24.100(F) (whereas the period to appeal period for actions taken under the Zoning Ordinance is 14 days, under SHMC section 17.08.180(B)). Further, while the appeal of the Use Permit, Design Review, and Demolition Permit applications was timely under the 14-day appeal period under the Zoning Ordinance (SHMC section 17.08.180(B)), the Council finds that the appeal of the Planning Commission decisions on those actions is moot because relief cannot be granted absent the granting of the Parcel Map appeal (which as noted above was untimely).

As independent, alternative bases for denying the appeal, the City Council also makes the following findings regarding the merits of the appeals.

Parcel Map. In order to grant a request for a parcel map, Sections 16.16.080(A) and 16.24.040(B) and 16.24.050 of the St. Helena Municipal Code require that the City Council make the following findings with respect to the proposed subdivision:

1. *That the proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan, and other applicable provisions of the Municipal Code.*

2 *That the design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, as described in the state Subdivision Map Act and any guidelines promulgated by the City Council.*

Further, subsection (D) of said Section 16.16.080 specifically mandates that a map shall be denied if any of the following findings are made:

1. *That the proposed map is not consistent with the general plan, applicable specific plans, or other applicable provisions of this code;*

2. *That the design or improvement of the proposed subdivision is not consistent with the general plan, applicable specific plans, or other applicable provisions of this code;*

3. *That the site is not physically suitable for the type of development;*

4. *That the site is not physically suitable for the proposed density of development;*

5. *That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the planning commission may approve such a tentative map if an environmental impact report was prepared with respect to the project and a finding was made pursuant to Section 21081(a)(3) of CEQA that specific economic, social or other consideration make infeasible the mitigation measures or project alternatives identified in the environmental impact report;*

6. *That the design of the subdivision or the type of improvements are likely to cause serious public health problems;*

7. *That the design of the subdivision or the type of improvements will conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the City Council may approve a map if it finds that alternate easements for access or for use will be provided and that those will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is granted to the planning commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision;*

8. *That all requirements of the California Environment Quality Act and the rules and procedures adopted by the city council pursuant thereto have not been met;*

9. *That the applicant has failed to submit complete or adequate information;*

10. *Subject to Section 66474.4 of the state Subdivision Map Act, that the land is subject to a contract entered into pursuant to the California Land Conservation Act of 1965 (commencing with Section 51200 of the Government Code) and that the resulting parcels following a subdivision of the land would be too small to sustain their agricultural use.*

The City Council finds that it cannot make finding (A)(1), above, with respect to the Parcel Map. More importantly, the City Council finds that it can make finding (D)(1), which makes denial the application for a Parcel Map mandatory. Specifically, the City Council finds that:

(1) The proposed Parcel Map, together with the provisions for its design and improvements, is not consistent with the General Plan and other applicable provisions of the Municipal Code. Substantial evidence was introduced at the Public Hearings demonstrating that the intensity of development on the Site is out of character with existing development in the neighborhood and surrounding vicinity. The City Council finds that the addition of the Project is inconsistent with the scale and character of the adjacent older residential district and is not designed in a manner that maintains the development character of the adjacent neighborhood. In addition, ample testimony was introduced at the Public Hearings and in the staff report to demonstrate the

adverse impacts Project implementation would have on the privacy of adjacent land owners. This evidence lends further support the Council's conclusion that the Parcel Map is inconsistent with the scale and character of the surrounding residential neighborhood and does not further the goals of the MR Zoning District.

(2) The proposed Parcel Map directly conflicts with several policies in the General Plan including, without limitation: (i) Policy 2.6.15 which provides that the City should "encourage new residential development in all density ranges *that is consistent with scale and character of the older residential districts of the City*, particularly the neighborhoods west of Main Street;" and (ii) Policy 2.6.19 which provides that the City should "permit higher density housing in single family neighborhoods *as long as the development character of the single-family area is maintained* (i.e., lot widths, orientation to street, building heights, etc.)." [Emphasis added.] As discussed fully below, the Project is inconsistent with the scale and character of the surrounding neighborhood and the density proposed does not maintain the development character of the adjacent single-family neighborhood. The City Council further finds that granting the Parcel Map would compromise the privacy of adjacent properties and would lead to the erosion of the character and scale of the City's older residential neighborhoods in direct contravention to the foregoing General Plan policies.

(3) The "MR" Zoning District requires a 70 foot minimum lot width. (See SHMC § 17.40.060. The Applicant proposes to subdivide Parcel 2 into a "pie" shaped lot, with a rear lot line is just 60.4 feet wide, which is almost 10 feet less than the Zoning Code minimum width of 70 feet for the Medium Density Residential Zone. Thus, the Project does not comply with the Zoning Ordinance.

(4) The City's Zoning Ordinance requires that a driveway accessing a flag lot have a minimum width of 20 feet, with 16 feet of paving and 2 feet of landscaping on each side of the driveway, for a total of 20 feet. (SHMC § 17.112.100(B)(1).) The applicant is proposing a 16 foot wide driveway, with 12 feet of paving, which does not meet this Zoning Ordinance minimum requirements.

Use Permit. Similarly, the St. Helena Municipal Code permits the creation of flag lots as part of a subdivision of land with the approval of a use permit. Section 17.112.100(I) of the St. Helena Municipal Code requires that the City make the following findings in order to approve a flag lot:

1. *The creation of a flag lot is consistent with neighborhood character and density.*

2. *Development upon the flag lot will not result in a significant loss of privacy for adjoining residential units.*

3. *Development on the flag lot will not result in excessive noise, traffic and parking congestion.*

The City Council finds that it cannot make finding (1) or (2) above with respect to the Project. Specifically, the City Council finds that:

(1) The proposed flag lot is not consistent with the character and density of the surrounding neighborhood. Substantial evidence was introduced at the Public Hearings demonstrating that the intensity of development on the Site is out of character with existing development in the neighborhood and surrounding vicinity. The Project proposes an FAR (Floor Area Ratio) of 0.31, which is much higher than the FAR average for the neighborhood. Further, the introduction of two two-story residences where only one is currently permitted has a substantial, adverse impact to the privacy of adjacent land uses. Ample testimony was introduced at the Public Hearings and in the staff report to demonstrate the magnitude of the loss of privacy for adjacent land owners, lending further support the Council's conclusion that the proposed flag lot is inconsistent with the character and density of the surrounding neighborhood.

(2) The proposed flag lot will result in a significant loss of privacy for adjoining residential units. The Site is currently developed with a single-story residence that does not visually intrude upon nor provide visual access to any of the adjacent residential units. The proposed improvements for the two lots created by the Parcel Map will each visually intrude and provide visual access into neighboring yards. The creation of the flag lot exacerbates this intrusion by permitting the creation of a lot that does not meet minimum width requirements under the applicable Municipal Code provisions. In addition, the access drive for Parcel 2 will increase noise impacts to adjacent residences, further exacerbating the adverse impacts to neighbors' privacy. When coupled with the Applicant's refusal to consider meaningful design modifications to lessen the privacy impacts to neighboring properties, the Planning Commission finds that the Project, as proposed, will result in a significant loss of privacy for adjoin residences.

Design Review. Finally, in reviewing an application for Design Review, the City must, among other things, consider whether the design promotes harmonious transition in scale and character and promotes compatibility with future construction both on and off-site.[1] The City Council finds that the proposed Project is out of scale and character for the neighborhood and does not promote harmonious development or advance the purpose of the MR zoning district.

Demolition Permit. Given its determination with respect to the Parcel Map, Use Permit, and Design Review Applications, the City Council need not reach the findings with respect to the Demolition Permit.

D. Supporting Evidence and Discussion. The City Council's findings in Paragraph C, above, are supported by the following evidence in the record:

[1] SHMC, Title 17, Chpt. 17.164, § 17.164.030.

1. *The proposed subdivision is inconsistent with the City's goals of promoting infill development that preserves the scale and character of its older residential neighborhoods.*

St. Helena is a small, relatively rural community in the heart of Napa County. The City's current population is estimated at just under 6,000 residents. As stated in the General Plan, the General Plan restricts new development to a well-defined Urban Service Area surrounded by agriculturally-designated land in order to protect the City's historic small town character. The Urban Service Area includes enough developable land to accommodate projected growth, while maintaining competitive land values. The distribution of developable land within the Urban Service Area has been balanced to ensure a rational and compact development pattern at build-out.[2]

The character of the City's residential neighborhoods vary in different parts of the community, but the older residential area west of the Central Business district is the image most people associate with St. Helena. Characterized by a compact pattern of one and two-story homes along a grid of quiet tree-lined streets, this area epitomizes the rural small-town character that the community wishes to preserve.[3] The predominant land use designation for this area is Medium Density Residential (MDR). The stated intent of the MDR land use designation is to maintain a development pattern in newly developing areas that is consistent with historic development patterns.[4]

The General Plan encourages new residential development that emulates the character of the historic west side neighborhoods. This approach emphasizes a more efficient use of land through infill development and slightly higher densities. To address the housing needs of the community, residential land use policies encourage development of a broader range of unit types, sizes and costs that is more consistent with the economic and social profile of the community. The General Plan specifically encourages new residential development in all density ranges *provided such development is consistent with the scale and character of older residential neighborhoods*.[5] The General Plan further permits higher density housing in single-family neighborhoods, *as long as the development character of the existing single-family area is maintained*.[6]

The Project, as proposed, is inconsistent with these policies. Pubic testimony at the Public Hearings raised significant concerns about the intensity of the proposed Project in relation to the surrounding neighborhood. The Site is located in one of the older residential areas west of the Central Business. The testimony introduced at the Public Hearings demonstrates the Project is inconsistent with the scale and character of the existing neighborhood and is not designed in a manner that maintains the existing development character. The Project, proposes to create

[2] 1993 General Plan, Land Use Element, p. 2-17.
[3] 1993 General Plan, Land Use Element, p. 2-19.
[4] 1993 General Plan, Land Use Element, p. 2-7.
[5] 1993 General Plan, Land Use Element, Policy 2.6.15, p. 2-20.
[6] 1993 General Plan, Land Use Element, Policy 2.6.19, p. 2-20

two lots, each with a FAR of .31, which is significantly higher than the neighborhood average.

The Project further has unmitigated privacy impacts. The creation of two lots, and the scale and intensity of the proposed development on those lots, will introduce two residential structures that will each visually intrude into and provide visual access to neighboring residential units, thereby resulting in a substantial loss of privacy for adjoining residences. The Applicant rejected suggestions by City staff and the Planning Commission to reduce or lessen those impacts. Without such mitigation, the City Council finds the Project is incompatible with the scale and character of the existing neighborhood. The City's General Plan policies promote and encourage new development that maintains the development character of the City's older residential neighborhoods. Allowing new residential development to overbuild and introduce development that is inconsistent with the scale and character of the surrounding neighborhood will undermine the historic small town charm the City seeks to preserve and will permanently and adversely alter the character of its older neighborhoods.

The City Council concludes that approval of the instant application will have a substantial adverse impact on the scale and character of the surrounding neighborhood and will irreversibly compromise the privacy of adjoining residences. The evidence demonstrates that the Project is too intense for the Site, and the Applicant has offered no evidence to contradict these conclusions.

In reaching its decision, the City Council is aware of and expressly adopts the holdings of the Court of Appeal in *Terminals Equipment Co., Inc. v. City and County of San Francisco* (1990) 221 Cal.App.3d 234 (finding there is no constitutional right on the part of landowners to develop their property for maximum economic profit, or to receive compensation when land use regulations restrict their ability to do so) and *Van Sicklen v. Browne* (1971) 15 Cal.App.3d 122 (disapproved on other grounds) (upholding a determination of overconcentration of service stations in a particular area as a legitimate exercise of the discretionary power vested in the planning commission). The "intensity of land use is a well-recognized and valid city concern and relates to both health and safety factors and to proper zoning practice" and "encompasses within its purview the degree of saturation in a particular area of land devoted to automobile service stations."[7] "The denial of an ability to exploit a property interest heretofore believed available for development is not a taking."[8]

The City Council finds that the Parcel Map and proposed flag lot are inconsistent with the General Plan's policies and goals to promote new residential development that is consistent with the scale and character of the City's existing older residential neighborhoods. Contrary to the Applicant's contentions that this action is arbitrary and capricious, this is a discretionary application and the City Council is regulating the intensity of development in a manner that promotes the City's goal to preserve its small town charm and character by maintaining the scale and intensity of its existing residential neighborhoods.

[7] *Van Sicklen v. Browne, supra,* at 128.
[8] *Terminals Equipment Co., Inc. v. City and Co. of San Francisco, supra,* at 143.

2. *The proposed Project is in direct conflict with several of policies set forth in the General Plan.*

   The City's General Plan policies promote and encourage a variety of residential density ranges provided new residential development is consistent with the scale and character of the older residential districts and maintains the development character of the existing single-family residential neighborhoods. To further this goal, the General Plan includes several policies. The City Council finds that the proposed Project directly conflicts with several key policies. General Plan Policy 2.6.15 prohibits new residential development that is inconsistent with "the scale and character of the older residential districts of the City, particularly the neighborhoods west of Main Street." And Policy 2.6.19 states that higher density housing should be permitted in single-family neighborhoods "as long as the development character of the single-family area is maintained." Based on the facts discussed more fully above, the City Council finds that the proposed Project will conflict with the City's General Plan.

3. *Granting the requested Use Permit to allow a flag lot is inconsistent with the General Plan and will substantially compromise the privacy of adjacent residential units.*

   The City Council finds that approval of the application to allow a flag lot on this Site is inconsistent with the General Plan (for the reasons discussed under (D)(1), above) and results in a substantial loss of privacy for adjoining residential uses. The Project further has unmitigated privacy impacts. Existing development on the Site consists of a single-story single-family residence and associated accessory structures. The existing development has little impact on the privacy of surrounding residential uses. The Project will introduce two structures. Both of these new residences will visually intrude into and provide visual access to neighboring residential units, thereby compromising the privacy of adjoining residences. Both City staff and the Planning Commission suggested potential design modifications to intended to reduce or lessen those impacts, including the use of a single story home on the rear lot. While the Applicant made some minor revisions, the revisions are as proposed insufficient. Thus, the City Council cannot make the necessary findings to approve the use permit to allow the creation of a flag lot. The City Council further finds that the Project is incompatible with the scale and character of the existing neighborhood, as more fully discussed above, and in direct conflict with several policies and goals set forth in the General Plan. Thus, the creation of the proposed flag lot is inconsistent with the neighborhood character and density and results in a substantial loss of privacy for adjoining residential uses. Accordingly, the City Council cannot make the mandatory findings under Section 17.112.100(I) of the St. Helena Municipal Code.

E. Denial of Appeal. Based on the foregoing, the City Council does hereby deny the request for a an appeal of the Planning Commission decision to deny a Demolition Permit, a Parcel Map, a Use Permit, and Design Review to allow the demolition of the existing structures on a 16,686 square foot parcel, the subdivision of the existing parcel into two parcels, the creation of a flag lot, and the construction of a new two-story single-family residence and related accessory structures on each of the newly created parcels for the real property located at 1837 Pine Street.

I HEREBY CERTIFY that the foregoing resolution was duly approved by the City Council of the City of St. Helena at a regular meeting of said City Council held on April 14, 2015, by the following roll call vote:

Mayor Galbraith: ____________

Vice Mayor White: ____________

Councilmember Crull: ____________

Councilmember Dohring: ____________

Councilmember Pitts: ____________

APPROVED:

____
Alan Galbraith, Mayor

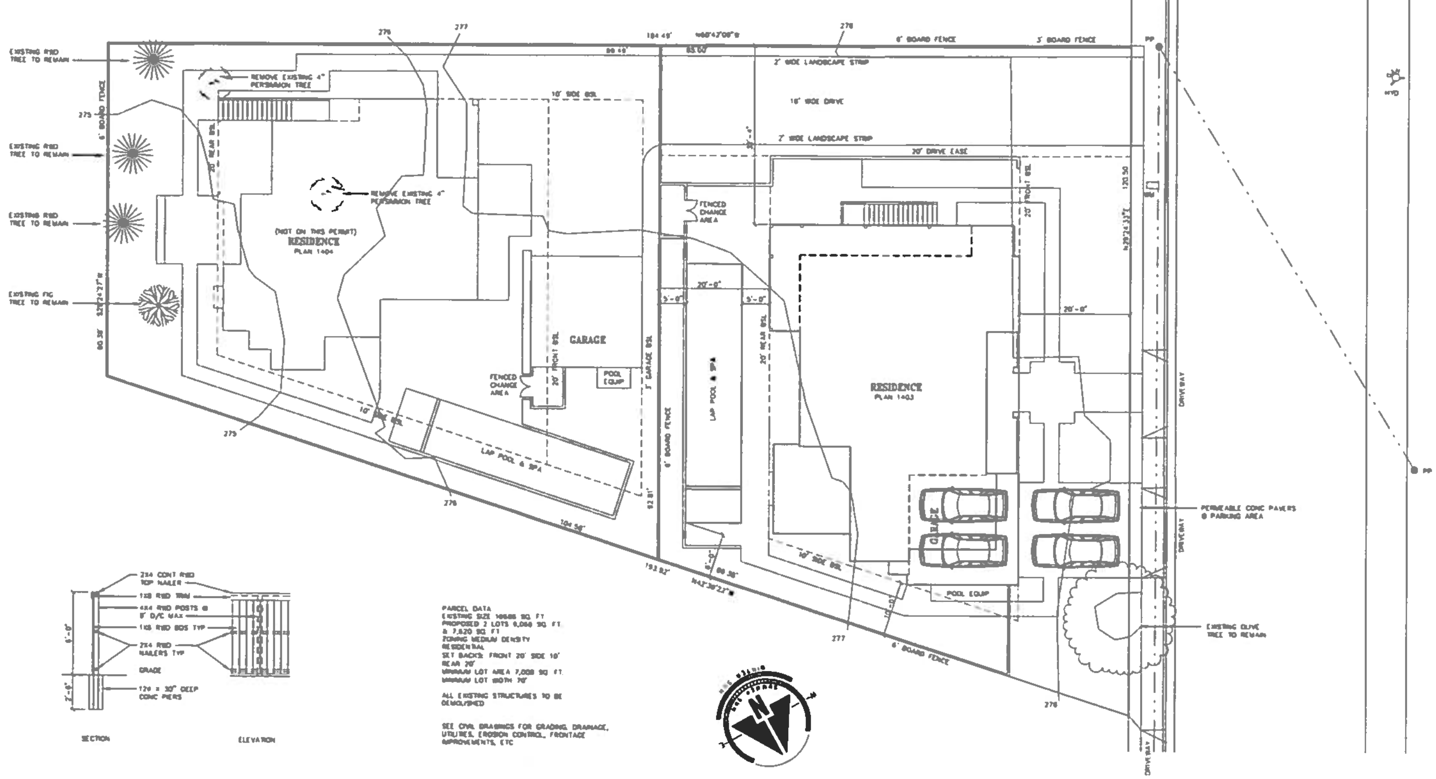
ATTEST:

____
Cindy Black, City Clerk

FRONT LOT FLOOR AREA REQUIREMENTS
9066 GROSS SQ FT LOT LESS
1700 SQ FT DRIVE EASEMENT
7366 NET SQ FT LOT X .336 = 2,476 SQ FT ALLOWED

AREA LOC	GROSS AREA	EXEMPT AREA	F.A.R. AREA
GUEST UNIT	383 SQ FT	383 SQ FT	0 SQ FT
GARAGE	400 SQ FT	200 SQ FT	200 SQ FT
LOWER FLOOR	1788 SQ FT	0 SQ FT	1788 SQ FT
UPPER FLOOR	488 SQ FT	0 SQ FT	488 SQ FT
TOTAL	3059 SQ FT	583 SQ FT	2476 SQ FT

ALLOWABLE WIDTH OF STRUCTURE
WIDTH OF LOT @ FRONT BSL 114.00'
60% ALLOW WIDTH OF STRUCTURE 68.4'
ACTUAL WIDTH OF STRUCTURE 64.5'



FENCE DETAIL

0 4' 8' 16'

PARCEL DATA
EXISTING SIZE 16686 SQ. FT
PROPOSED 2 LOTS 9,066 SQ. FT
& 7,620 SQ. FT
ZONING MEDIUM DENSITY
RESIDENTIAL
SET BACKS: FRONT 20' SIDE 10'
REAR 20'
MINIMUM LOT AREA 7,000 SQ. FT.
MINIMUM LOT WIDTH 70'

ALL EXISTING STRUCTURES TO BE
DEMOLISHED

SEE CIVIL DRAWINGS FOR GRADING, DRAINAGE,
UTILITIES, EROSION CONTROL, FRONTAGE
IMPROVEMENTS, ETC

ARCH SITE PLAN

0 10' 20' 40'

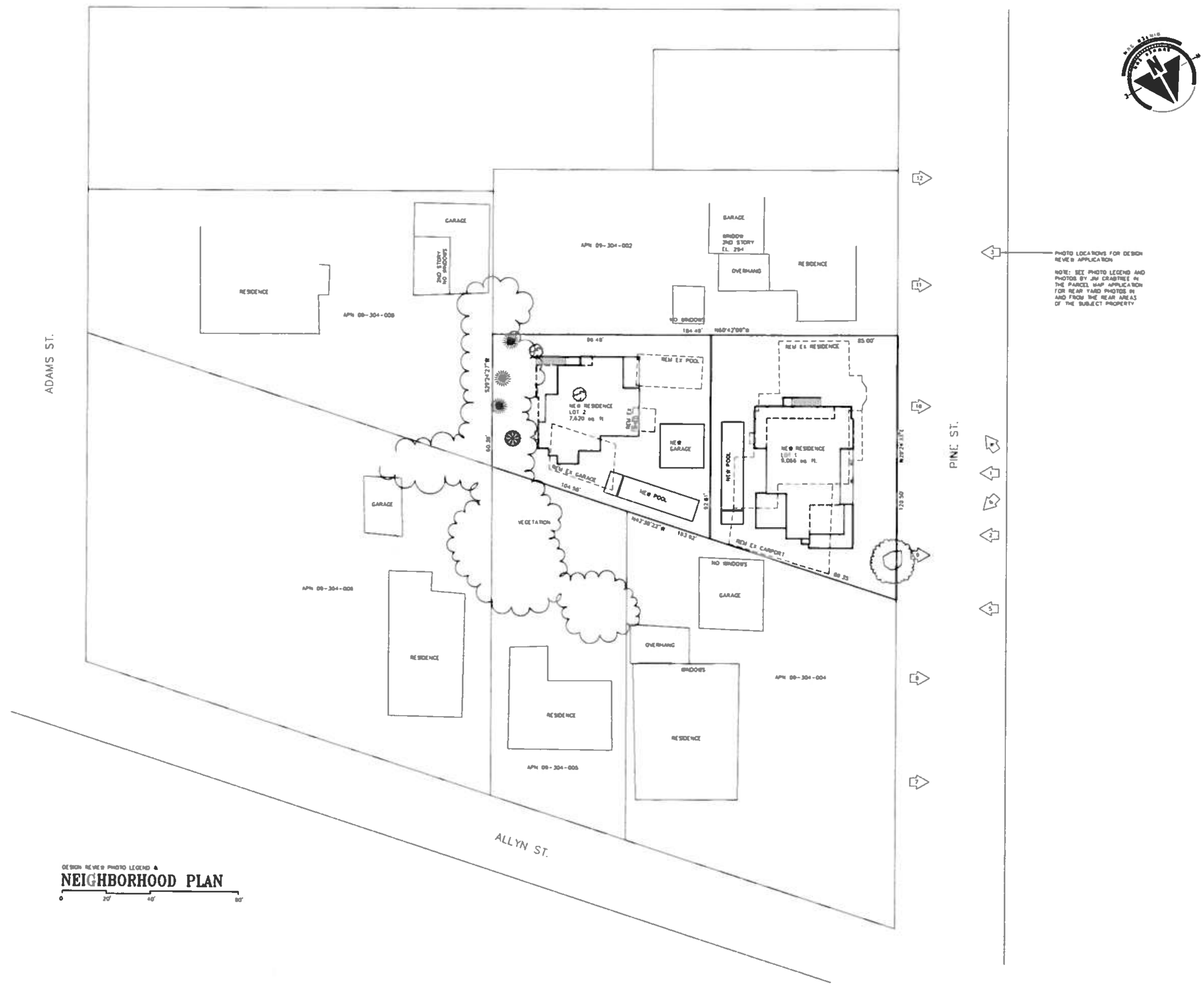
RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

DATE 8-4-14

SHEET
A1

JOB 1403



DESIGN REVIEW PHOTO LEGEND &

NEIGHBORHOOD PLAN

0 20' 40' 80'

Attachment 2

RESIDENCE FOR
1837 PINE ST. LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST. ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

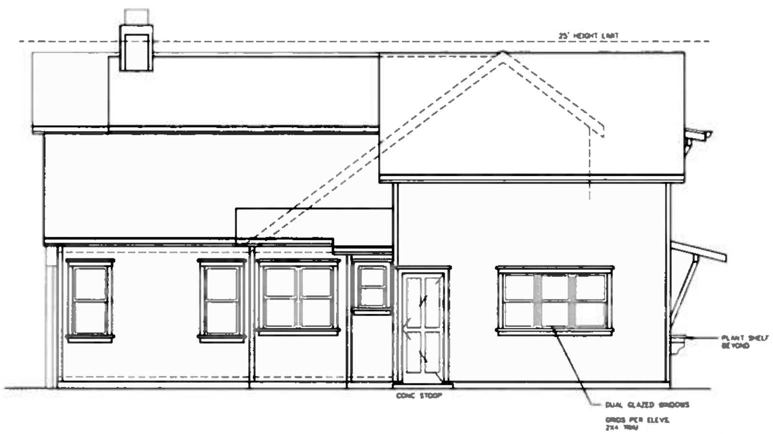
DATE 8-4-14

SHEET
A1.1

JOB 1403

RIGHT ELEVATION

0 4' 8' 16



LEFT ELEVATION

0 4' 8 16'

FRONT ELEVATION

0 4' 8' 16

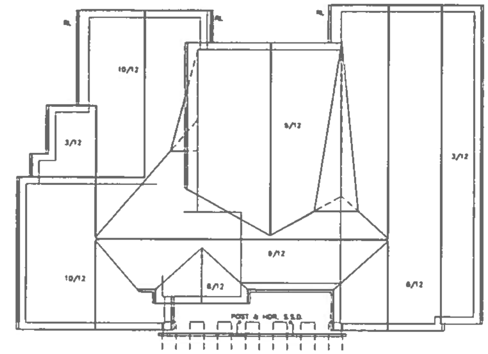
REVISIONS	BY

RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

DATE 8-4-14

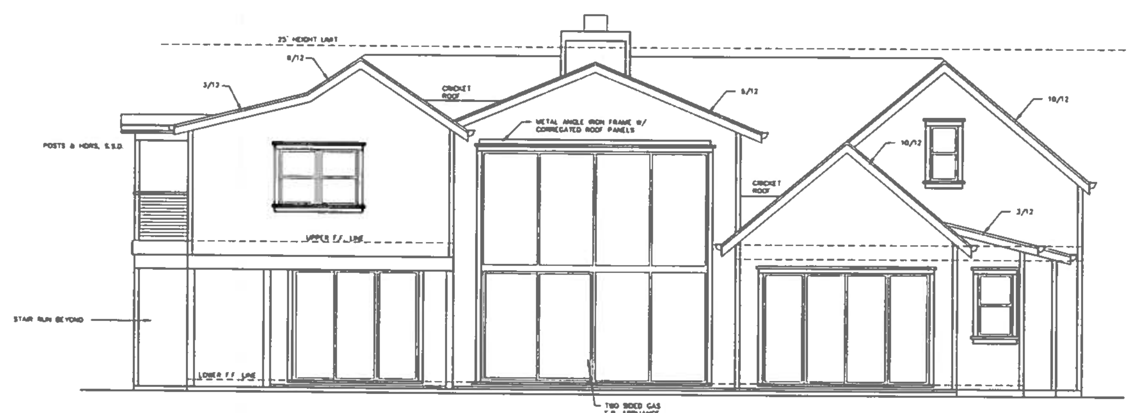
SHEET
A2



GSM FLASH @ ALL ROOF PENETRATIONS
5/12 ROOF PITCH TYP U.N.O
CLASS 'A' METAL ROOFING

ROOF PLAN

0 8' 16' 32'



REAR ELEVATION

0 4' 8' 16'

REVISIONS | BY

RICK KADELLO DESIGNER
PAUL LARSEN ARCHITECT

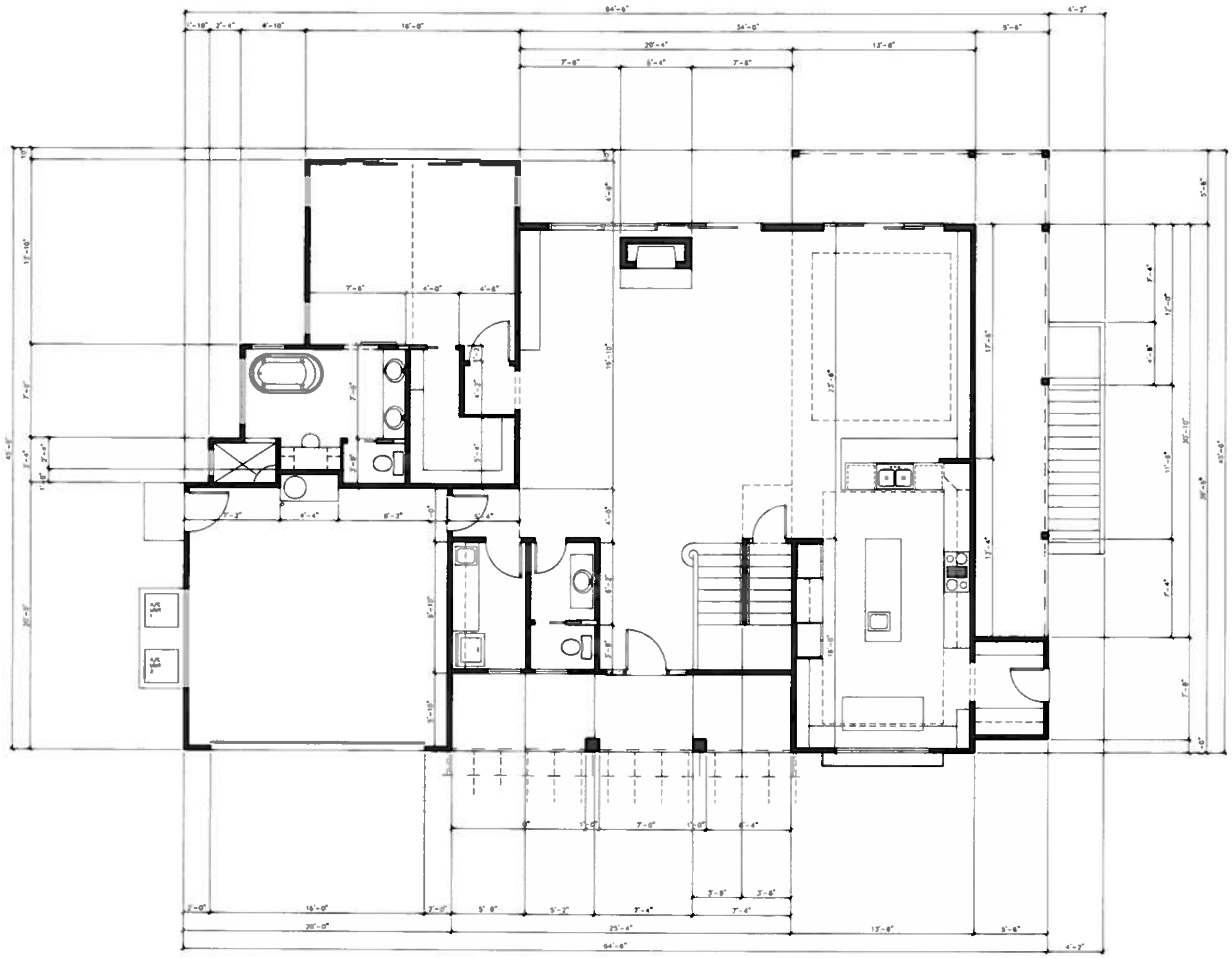
RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

LICENSED ARCHITECT PAUL RANDELL LARSEN No. C29431 REN. 11-30-15 STATE OF CALIFORNIA

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

BY RSK
CHK
DATE 8-4-14

SHEET
A2.1
JOB 1463



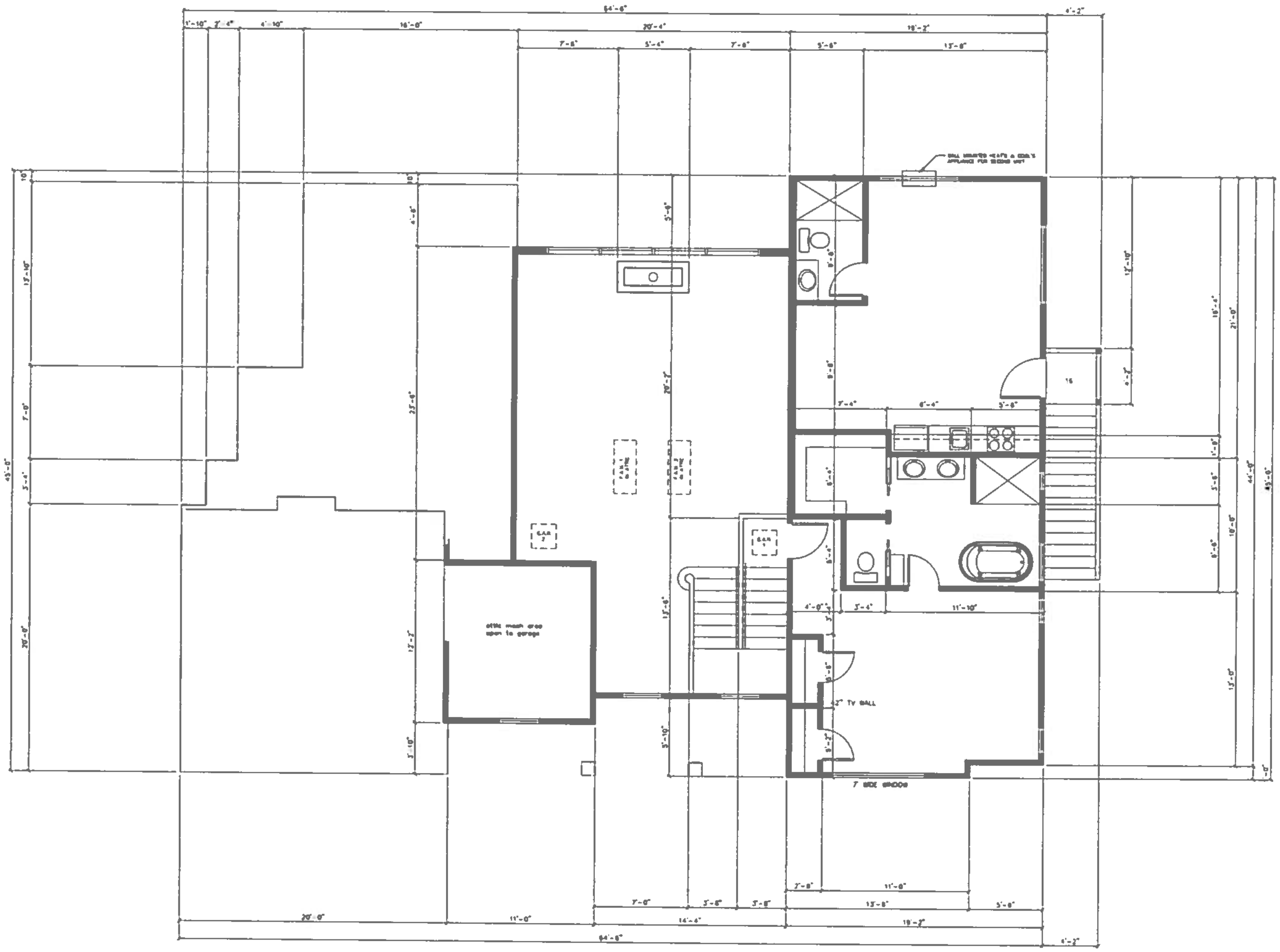
LOWER FLOOR PLAN

0 4' 8' 16'

RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

SHEET
A3



UPPER FLOOR PLAN

0 4' 8' 16'

RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2800

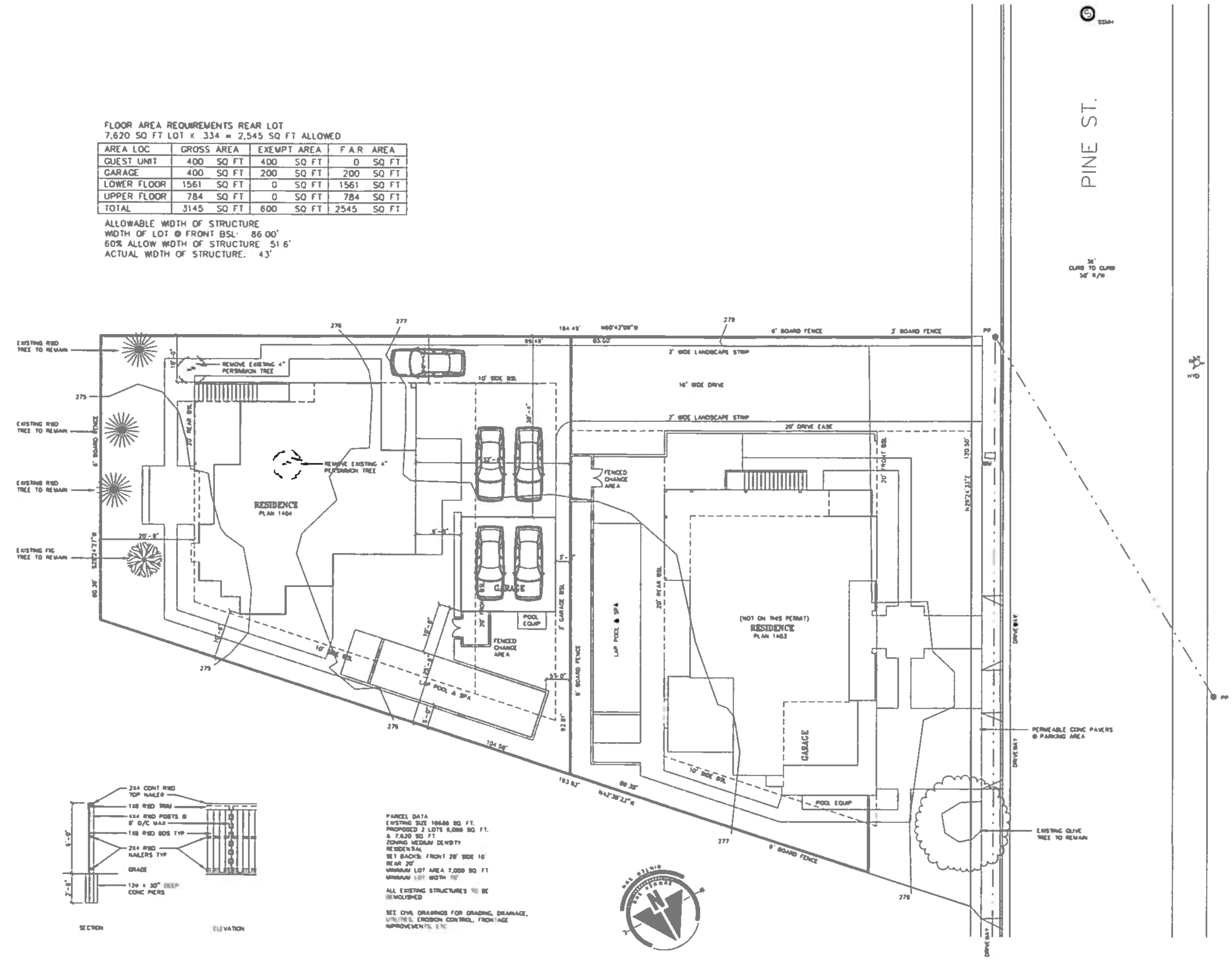
DATE 8-4-14

SHEET
A3.1

FLOOR AREA REQUIREMENTS REAR LOT
7,620 SQ FT LOT x .334 = 2,545 SQ FT ALLOWED

AREA LOC	GROSS AREA	EXEMPT AREA	F A R AREA
GUEST UNIT	400 SQ FT	400 SQ FT	0 SQ FT
GARAGE	400 SQ FT	200 SQ FT	200 SQ FT
LOWER FLOOR	1561 SQ FT	0 SQ FT	1561 SQ FT
UPPER FLOOR	784 SQ FT	0 SQ FT	784 SQ FT
TOTAL	3145 SQ FT	600 SQ FT	2545 SQ FT

ALLOWABLE WIDTH OF STRUCTURE
WIDTH OF LOT @ FRONT BSL: 86.00'
60% ALLOW WIDTH OF STRUCTURE 51.6'
ACTUAL WIDTH OF STRUCTURE: 43'



FENCE DETAIL

PARCEL DATA
EXISTING SIZE 10686 SQ FT.
PROPOSED 2 LOTS 3,066 SQ FT.
& 7,620 SQ FT
ZONING MEDIUM DENSITY
RESIDENTIAL
SET BACKS: FRONT 20' SIDE 10'
REAR 20'
MINIMUM LOT AREA 7,000 SQ FT
MINIMUM LOT WIDTH 70'

ALL EXISTING STRUCTURES TO BE
DEMOLISHED

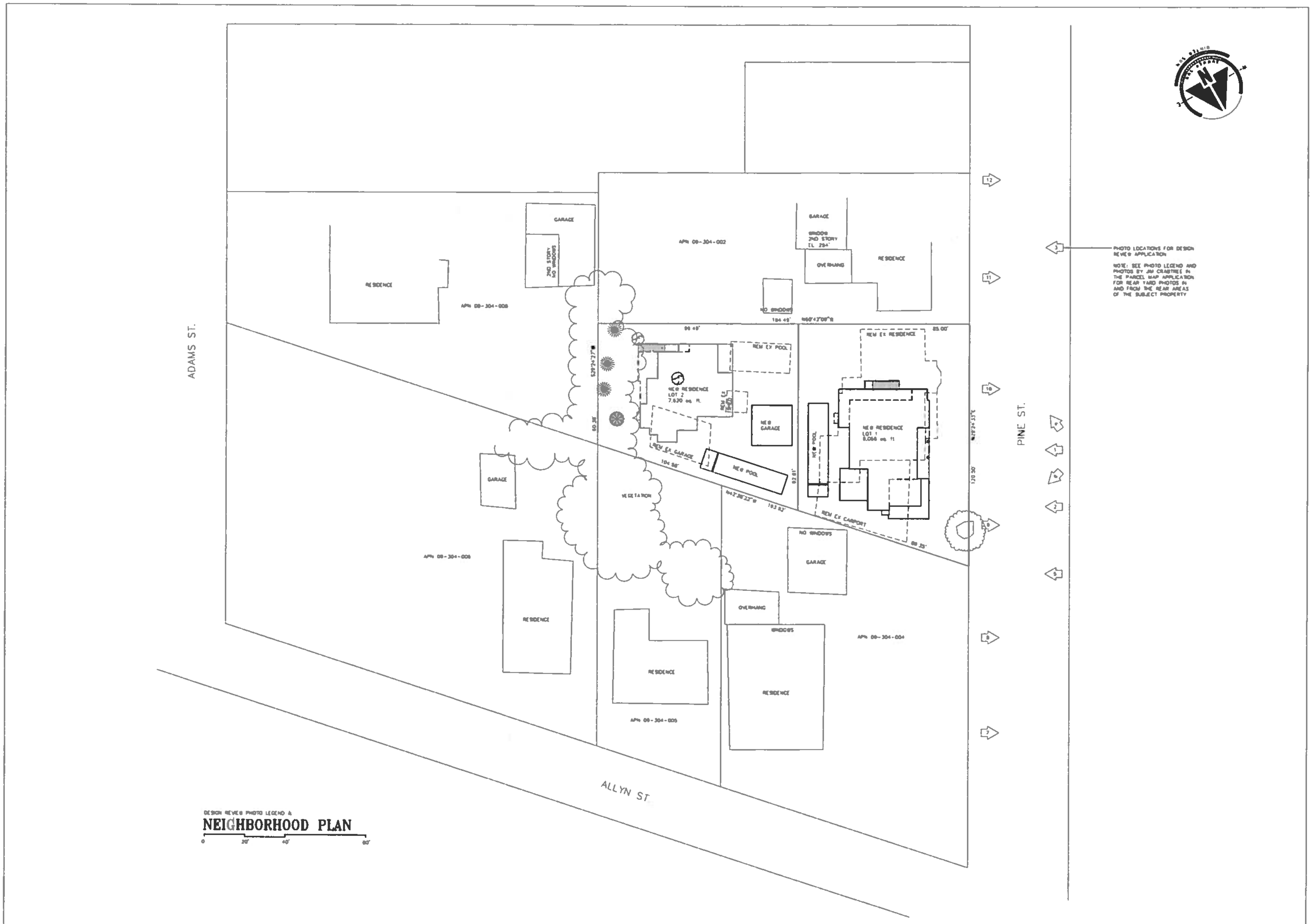
SEE CIVIL DRAWINGS FOR GRADING, DRAINAGE,
UTILITIES, EROSION CONTROL, FRONTAGE
IMPROVEMENTS, ETC.

ARCH SITE PLAN

RESIDENCE FOR
1837 PINE ST. LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2000

SHEET
A1
JOB 1404



REVISIONS BY

RICK KADELLO DESIGNER
PAUL LARSEN ARCHITECT

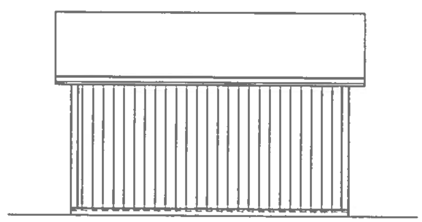
RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

DATE 8-4-14

SHEET
A1.1

JOB 1404



FRONT ELEVATION

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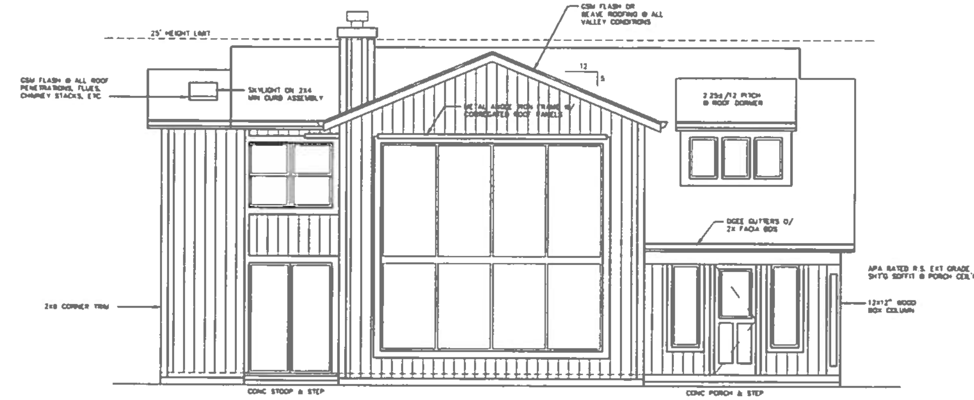

FRONT ELEVATION

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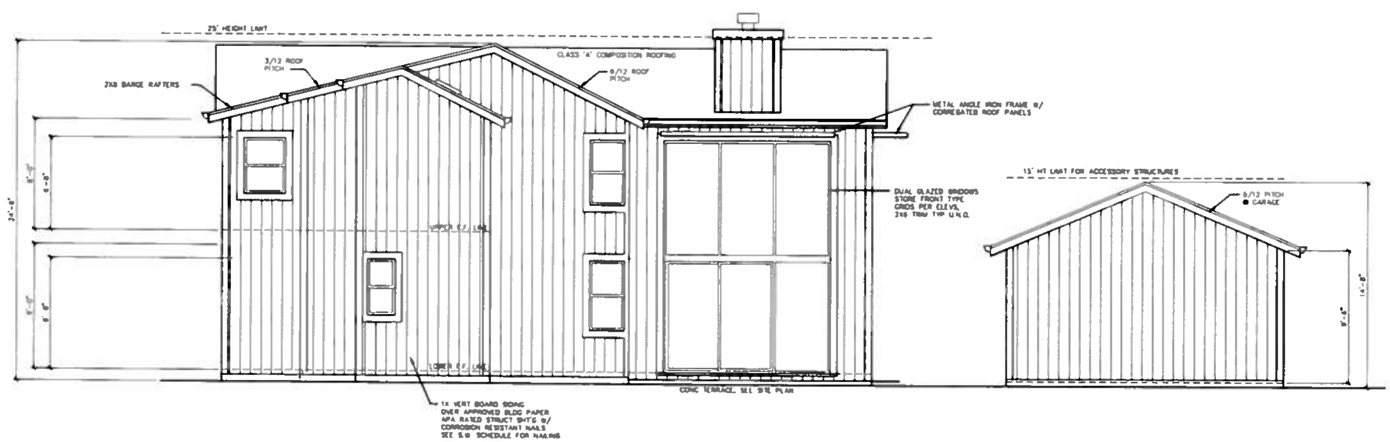


LEFT ELEVATION

0 4' 8' 16'

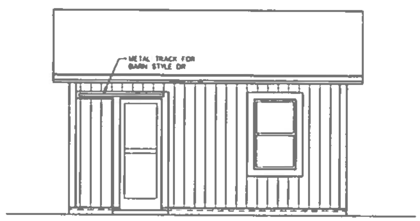
REVISIONS BY

RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

BY RSH
DATE 8-4-14

SHEET
A2
JOB 1404



REAR ELEVATION

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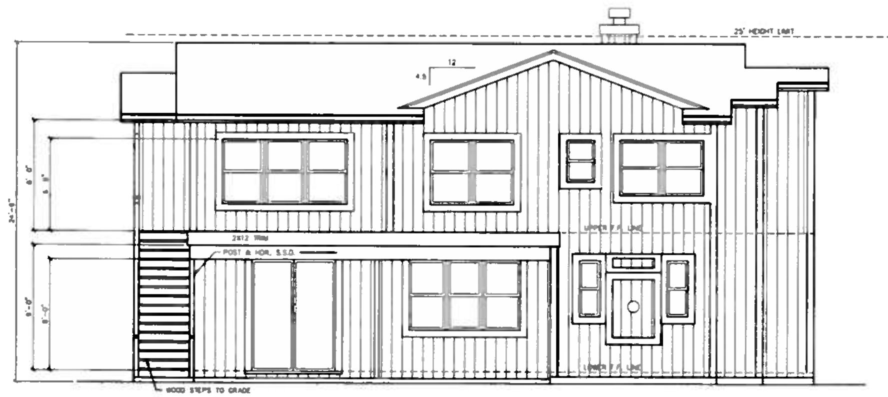

REAR ELEVATION

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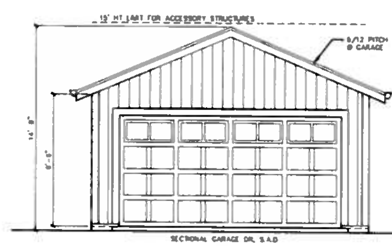
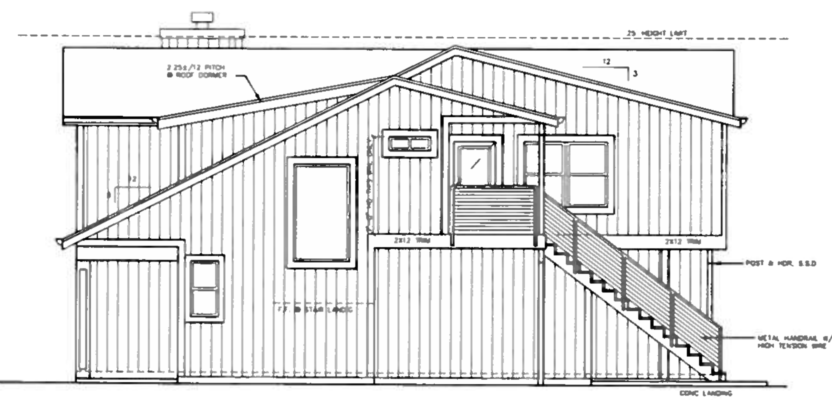




RIGHT ELEVATION

0 4' 8' 16'

Attachment 2

REVISIONS	BY

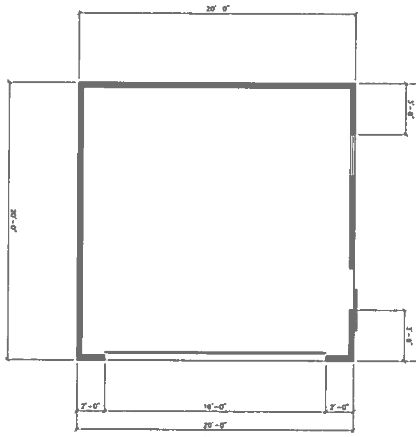
RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

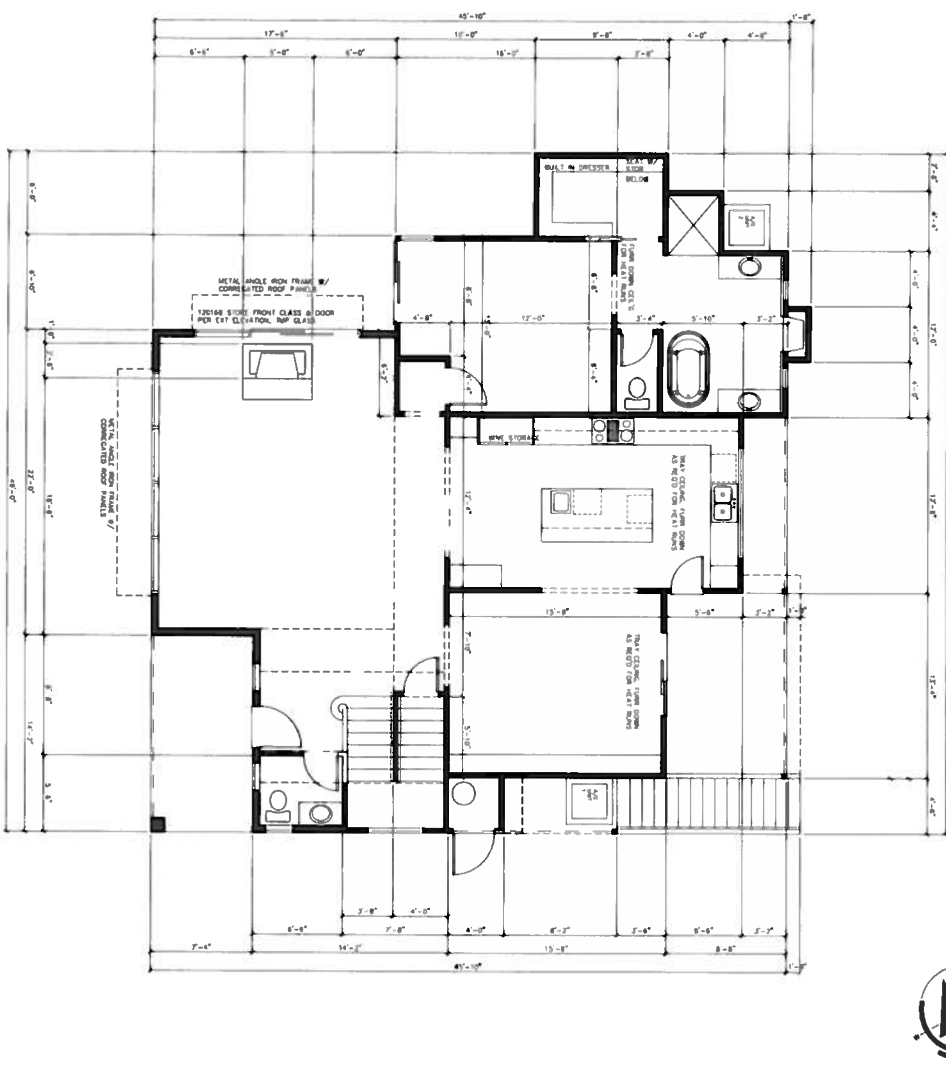
DATE 8 4 14

SHEET
A2.1

GARAGE FLOOR PLAN



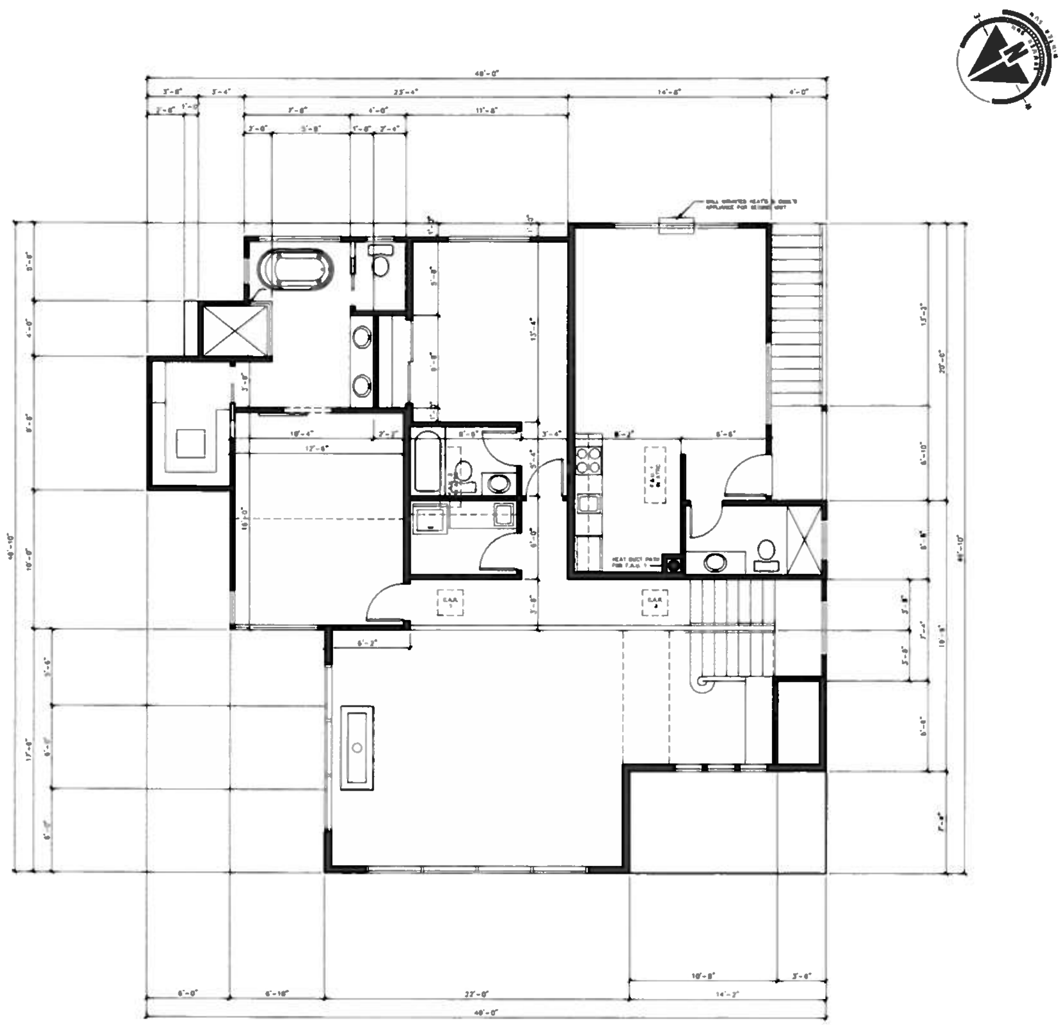
LOWER FLOOR PLAN



KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

SHEET
A3



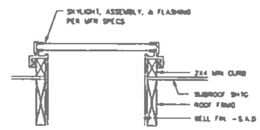
UPPER FLOOR PLAN

0 4' 8' 16'

RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

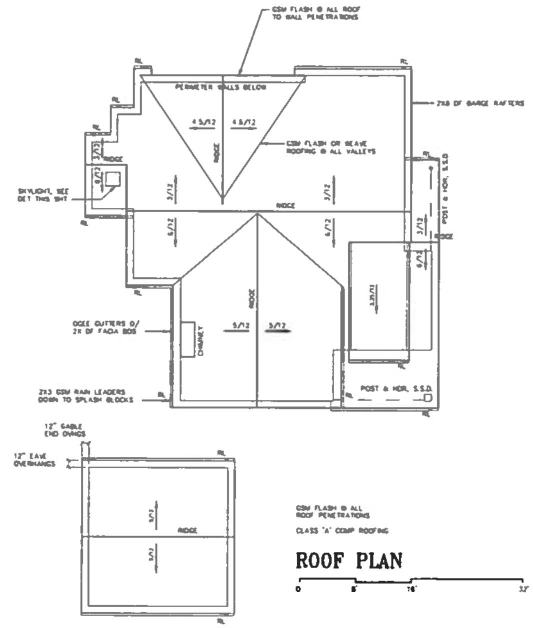
KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

SHEET
A3.1



SKYLIGHTS SHALL MEET PROVISIONS OF 94 UBC SECTION 2409 FOR GLAZING AND SECTION 2603.7 FOR PLASTIC LAMINATES

1 SKYLIGHTS



CSM FLASH @ ALL ROOF PENETRATIONS
CLASS 'A' COMP ROOFING

ROOF PLAN

0 8' 16' 32'

Page 21

RESIDENCE FOR
1837 PINE ST, LLC
MANAGING PARTNER: MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003

KADELLO & LARSEN
ARCHITECTURAL DESIGNS
9061 CONDE LANE, WINDSOR, CA (707) 838-2600

REVISIONS | BY

BY RSK
DATE 8-4-14

SHEET
A5.1
JOB 1404

Tentative Parcel Map

APN: 009-304-003

1837 Pine Street, St. Helena, California

To Whom It May Concern:

Set forth below is a summary of items raised by the City in the Planning Commission's resolution of denial dated September 30, 2014. Following each item is the applicant's response as to why the item does not provide a proper or legal basis for denial of applicant's proposed project at 1837 Pine Street.

<u>Related to the General Plan:</u>

City's Position: The project is inconsistent with the *scale* and *character* of the adjacent older residential district and is not designed in a manner that maintains the development character of the adjacent neighborhood.

Applicant's Response: The neighborhood is eclectic. No two houses have the same size, shape, and architectural design.

For example, the home at 1842 Pine Street, directly across the street from the applicant's property, recently approved by the City and built, has a floor area ratio (FAR) of 0.30 which is comparable to the proposed homes for 1837 Pine Street which are 0.31 and 0.28. 1842 Pine Street also has a unique contemporary design and color (black) that is unlike the rest of the neighborhood. Finding that 1842 Pine Street is "consistent" with the scale and character of the adjacent older residential district, and the proposed development of 1837 Pine Street is not, is a clear double standard.

The scale of the proposed homes at 1837 Pine Street are consistent with many other homes west of Main Street. Scale relates to many items in a home. Ceiling, roof, door and window dimensions are all standard sizes. Scale and character are architectural and design factors. The size of a home is regulated by current FAR requirements. The proposed homes for 1837 Pine Street meet the current FAR requirements and are the same scale as other homes in the neighborhood.

1527 Allyn Avenue is a developed flag lot approximately 110 feet from the subject property. 1527 Allyn Avenue is a 12,067 sq. ft. lot with a large two-story home of 3,407 sq. ft. and a 476 sq. ft. garage. The FAR calculation, including 276 of the garage, is 0.31, which is the same as the subject property. Denying the creation of the flag lot using FAR as the basis for not being consistent with the neighborhood is arbitrary and capricious.

There are many flag lots on the City's west side. Most of the homes on the back lots have two stories with second floor windows facing adjacent properties, and without a consistent architectural design.

The FAR analysis used by the Planning Commission, although illogical and not an approved standard of determining the character of an area, includes many errors.

For example, here are just a couple of errors:

- 1842 Pine Street – used square footage from older home prior to new development.
- 1849 Pine Street – excluded 552 sq. ft. of the 752 sq. ft. garage.
- 1852 Pine Street – used square footage from older home prior to major addition and remodel.
- 1521 Allyn Avenue – did not adjust FAR calculation for flag lot.
- 1527 Allyn Avenue – excluded 276 sq. ft. of the 476 sq. ft. garage.

None of the errors benefit the applicant.

City's Position: Ample testimony at the Public Hearings and Staff Report demonstrated adverse impact on privacy of adjacent landowners.

Applicant's Response: Definition of Privacy: the state or condition of being free from being observed or disturbed by other people.

Privacy concerns raised in Public Hearings were not substantiated by any factual evidence.

All of the second floor windows will have trees directly outside. In addition, all but one proposed second floor window on the back house adjacent to living space will have elevated sill heights (approximately 5 feet above floor level).

The landscaping plans for the project include planting of (or existing) trees located between windows and adjacent landowners.

These are standard mitigation measures when privacy concerns are raised regarding proposed residential development. Taken together, these measures will provide close to 100% privacy for our neighbors.

Finding that *__substantial__* loss of privacy by neighboring landowners would be arbitrary and capricious.

City's Position: The Parcel Map conflicts with General Plan policy 2.6.15 and 2.6.19.

Applicant's Response: The City approved the lot split at 1701 Madrona Avenue on April 1, 2014. 1701 Madrona Avenue is in the same MR district and neighborhood, approximately 1.5 blocks (~500 feet) away from 1837 Pine Street. The parcel map for 1837 Pine Street is subject to the same required findings as 1701 Madrona Avenue. Approving one, and turning down the other, is a clear double standard.

The Staff Report dated August 19, 2014 correctly concludes, at page 4, that the findings can be made that the Parcel Map for 1837 Pine Street is consistent with the General Plan.

City's Position: The *__intensity__* of development on the project site is out of character with existing development in the neighborhood and surrounding vicinity.

Applicant's Response: We are unable to find 'intensity' defined in the St. Helena Municipal Code (SHMC). When we asked the Interim Planning Director for a definition, he was unable to provide an answer.

If intensity of the development is based on density and size, the proposed development meets both the minimum lot size (MR minimum is 7,000 sq. ft.) and FAR requirements. Many homes in the area, especially recently approved projects, have the same FAR and same or larger than the subject property. Using *intensity* to deny the application is arbitrary and capricious and not one of the standards of the General Plan.

Related to the Use Permit:

City's Position: The creation of the flag lot is not consistent with neighborhood and density.

Applicant's Response: Flag lots are located throughout the west side of Main Street. There are three located in the immediate vicinity of the subject property (within 600 feet). They include:

1527 Allyn Avenue – Large two-story home. FAR of 0.31 is same as subject property.

1629 Madrona Avenue - Large two-story home. FAR of 0.30 is similar as subject property.

1701 Madrona Avenue – Recently approved parcel map. All findings made for this lot split.

FAR is irrelevant to the creation of the flag lot and determining the character of any neighborhood. FAR is the approved standard for allowable square footage for any given sized lot. Creating any new standard requires an approval by the Planning Commission *and* City Council (SHMC Section 17.164.030(B)) and needs to be applied to all applicants equally.

FAR is an illogical method of determining character of neighborhoods. To maintain such a policy, the City would have to not allow any development that would increase the size of existing homes.

The City's approval of the 1701 Madrona Avenue flag lot did not use any FAR analysis to determine its consistency with the neighborhood. Holding the 1837 Pine Street project to this clearly double standard is arbitrary, capricious, and unlawful.

The minimum lot size is 7,000 sq. ft. in the Medium Density Residential district (MR). Both of the proposed parcels meet this requirement.

City's Postion: The creation of the flag lot does not meet the minimum width requirements.

Applicant's Response: Staff recognized, on page 2 of its August 19, 2014 staff report, that the minimum lot width on the rear lot was not an issue and did not require a variance.

The lot split at 1701 Madrona Avenue was approved with a 57' width of the front lot. The rear lot of 1837 Pine is 60 feet wide. Both 1701 Madrona Avenue and 1837 Pine Street are in the MR district and are in the same neighborhood. Using this as a reason for denial would be arbitrary and setting a double standard.

City's Position: The development upon the flag lot results in a significant loss of privacy for adjoining residential units.

Applicant's Response: The first floor windows of the proposed houses will not create *any* privacy issues, as there will be perimeter fencing.

All but one of the proposed second floor windows adjacent to living space will have elevated sill heights (approximately 5 feet above floor level).

To further mitigate any privacy concerns, the applicant's landscaping plan for the project provides that mature evergreen trees will be planted between second floor windows and adjacent residential units and yards. The landscaping plan shows evergreen trees that have a crown diameter (crown) of approximately 15 feet and overall height of 15 feet.

City's Position: The city approved the parcel map of 1701 Mardrona with a 16-foot wide access and utility easement for the back lot.

Applicant's Position: The city is requiring a 20-foot utility and access easement for the back lot of the subject property. This adversely affects the project. The requirement of an additional four feet of easement is a double standard.

Marc Kaye
Applicant
January 28, 2014

September 4, 2014

Victor Carniglia, Interim Planning Director
Aaron Hecock, Planner
City of St. Helena
1480 Main Street
St. Helena, California 94574

Re: Request for Correction of Staff Memorandum dated September 2, 2014

Messrs. Carniglia and Hecock,

This letter is to request that you correct a factual misstatement in your Memorandum dated September 2, 2014 regarding 1837 Pine Street #PL14-024. We verbally asked you to make the correction in our meeting on the morning of September 2, 2014 but you refused to make the correction. We believe this mistake has damaged to our proposed project.

Under the discussion section of your memorandum, you incorrectly state:

"In the attached letter from the applicant dated August 21, 2014, they indicate that because the "panhandle" driveway portion of the flag lot cannot be counted in the F.A.R. calculations for the rear lot that they've accounted for site intensity."

This represents a material misstatement. The access easement over the front lot to the rear lot cannot be counted in the F.A.R. calculation on the front lot. We are surprised that you made this misstatement. When we originally met at the city's offices to review your initial comments and feedback, you pointed out this fact to us as our front house's F.A.R. calculation was incorrect. We immediately made the correction to the front house plans to meet the city's F.A.R. regulations and resubmitted.

We request that you correct the memorandum immediately. You sent the erroneous memorandum at 4:32pm on Friday August 29, 2014, the Friday before the Labor Day weekend. After reviewing the document, we were at the city on the morning of Tuesday, September 2, 2014, which also was the date of our hearing in front of the St. Helena Planning Commission.

Please feel free to contact me with any questions regarding this letter. I look forward to presenting our proposed project to the Planning Commission as soon as this matter is corrected.

Sincerely,

Marc D. Kaye
Applicant
mdkhomes@gmail.com
(760) 822-4846

March 18, 2015

Victor Carniglia
Interim Planning Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Re: 1837 Pine Street – Flag Lot Access Easement

Dear Mr. Carniglia,

This letter is to respond to an email dated February 25, 2015 from the City Attorney (Mr. Kevin Siegel) to my attorney (Mr. David Trotter) regarding the issue concerning the width of the driveway to the proposed residence on the flag lot at 1837 Pine Street in St. Helena.

The City Attorney asked if we could identify a flag lot that was recently approved by the City that was not subject to the same standards we are being held. A lot split was approved at 1701 Madrona Avenue on April 1, 2014 with a sixteen-foot access easement to the back lot. There is no designated four-foot landscape easement shown on the tentative parcel map that was approved by the St. Helena Planning Commission.

The City of St. Helena did not grant a variance for the sixteen-foot access easement at 1701 Madrona Avenue.

Attached to this letter for your reference are copies of the Planning Commission's resolution approving the Parcel Map for 1701 Madrona Avenue, the approved tentative parcel map for that property showing the 16-foot access easement, and other documents relating to the City's approval of that project.

On January 2, 2015, I submitted a Public Record Act request for all of the flag lots I could identify in the Medium Residential (MR) District in St. Helena's west side. I could not identify any flag lot approvals in the last ten years that included a twenty-foot access easement that provides access to a single home on a flag lot.

It is our understanding that for safety reasons, the Fire Department has made the call as to the width of driveways. The Fire Department has historically required a total access width of 16 feet which can be comprised of a 14-foot wide driveway (paved, etc.) and one foot of landscaping on each side of the hard surfaced driveway.

We have proposed to the City a sixteen foot paved driveway to the rear house. This exceeds the Fire Department requirements by two feet. We also proposed a 4-foot area of landscaping between the driveway and the neighboring to reduce potential vehicle noise.

We believe that the calculation of the Floor Area Ratio for the proposed front house should only include the sixteen-foot driveway easement as a reduction of the front lot's total square footage. This would be consistent with the last ten years of flag lot approvals in the city's MR District.

We believe the city's insistence on our rear lot have a 20-foot access easement is not applying the laws equally and that we are being held to a different standard as compared to other applicants whose projects have been approved.

Please feel free to contact me with any questions.

Very Truly Yours,

Marc D. Kaye
Applicant
1837 Pine Street
St. Helena, CA 94574

CITY OF ST. HELENA
PLANNING DEPARTMENT 1480 MAIN STREET-ST. HELENA, CA 94574
PLANNING COMMISSION

APRIL 1, 2014

AGENDA ITEM: 9.1

2014-10: Request by Ellen Shifflett for a Parcel Map approval to create two parcels from an existing 21,745 sf parcel. Parcel 1 would be 7,971 sf and Parcel 2 would be 13,774 sf. The existing residence and carport would remain as is on Parcel 1. A 16' wide access drive and utility easement would be located at the north east property line of Parcel 1 to serve Parcel 2. No improvements to Parcel 2 are proposed at this time. The existing parcel is located at 1701 Madrona Avenue in the MR: Medium Density Residential district.

PREPARED BY: Greg Desmond, Interim Planning Director

APPLICATION FILED: 1/6/14 **ACCEPTED AS COMPLETE:** 1/6/14

LOCATION OF PROPERTY: 1701 Madrona Avenue

APN: 009-305-011

GENERAL PLAN/ZONING: Medium Density Residential/MR: Medium Density Residential

APPLICANT/OWNER: Ellen Shifflett **PHONE:** 738.2791

PROJECT DESCRIPTION

The applicant submitted an application for a Parcel Map to divide an existing 21,745-sf parcel into two parcels of 7,971-sf (Parcel 1) and 13,774-sf in size (Parcel 2).

There is an existing home and carport on Parcel 1. These existing features will remain with no improvements or additions proposed.

A 16' access drive and utility easement at the north eastern portion of the parcels will serve as access to Parcel 2.

The applicant is not proposing any improvements to Parcel 2 at this time.

REQUIRED ACTIONS

1. Determination that the Parcel Map may be found exempt from CEQA, the California Environmental Quality Act, pursuant to Section 15315, Class 15, Minor Land Divisions.
2. Accept or reject the required findings and approve, modify or deny a Parcel Map to divide an existing 21,745-sf parcel into two parcels of 7,971-sf (Parcel 1) and 13,774-sf in size (Parcel 2).

ANALYSIS: GENERAL PLAN

The property has a General Plan designation of Medium Density Residential. The district provides for single-family detached homes, accessory dwelling units, limited agricultural uses and compatible uses.

The following General Plan policies support the proposed Parcel Map:

Policy 2.6.4: *Permit infill development and higher densities within currently developed areas wherever possible to minimize and postpone the need for expansion of the Urban Service Area.*

Policy 2.6.15: *Encourage new residential development in all density ranges that is consistent with scale and character of the older residential districts of the City, particularly the neighborhoods west of Main Street.*

Policy 2.6.18: *Minimize large lot development (one dwelling unit per acre or less) except where this scale of development would not threaten retention of vineyards, inefficiently utilize land, or physically separate the community from the surrounding vineyards.*

Policy 2.6.19: *Permit higher density housing in single family neighborhoods as long as the development character of the single family area is maintained (i.e., lot widths, orientation to street, building heights, etc.)*

ANALYSIS: ZONING

The project site is located in the MR: Medium Density Zoning district, which implements the pertinent policies in the General Plan relating to the Medium Density Residential designation.

ANALYSIS: UTILITIES

Any future development of Parcel 2 will require connections to the city water and sewer system. A 16' access and utility easement from Madrona Avenue through Parcel 1 will accommodate any future infrastructure improvements.

ANALYSIS: SITE ACCESS

Vehicular access to Parcel 2 will occur through the 16' access and utility easement from Madrona Avenue through Parcel 1.

ANALYSIS: CEQA

Staff has determined that this project is exempt from the requirements of CEQA pursuant to Section 15315, Class 15, Minor Land Divisions. This section provides for the division of property in urbanized areas zoned for residential use into four or fewer parcels when the division is in conformance with the General Plan and zoning.

ANALYSIS: PARCEL MAP

Pursuant to Section 16.16.080 of the City of St. Helena Subdivision Ordinance and California Government Code Section 66473.5, the Planning Commission must make the following findings when approving a tentative map:

1. The proposed subdivision, together with the provisions for its design and improvements, is consistent with the General Plan and other applicable provisions of the Code.

   Response: *The City's General Plan contains policies that guide the development of land for residential use. These policies encourage, among other things, infill development within* *currently developed areas to avoid the need for expansion of the Urban Service Area (Policy 2.6.4) and encourage a mix of housing types and price ranges to allow choice for current and future generations (Policy 2.6.14). The project is designated in the General Plan as Medium Density Residential and has been developed with a single family residence for many years.*

2. The design of the subdivision shall provide, to the extent feasible, for future passive or natural heating or cooling opportunities.

   Response: The existing residence shall remain and no new development/construction is proposed as a component of this application.

3. The properties comply with the City of St. Helena Subdivision Ordinance and with the State Subdivision Map Act and based upon those findings.

   Response: The proposed project complies with both the City of St Helena and State Subdivision Map Act regulations.

CORRESPONDENCE: OPPOSITION/SUPPORT
At the time of packet distribution staff has received no correspondence in support or in opposition to this project.

STAFF COMMENTS / RECOMMENDATIONS
Staff supports the proposed project and finds that the following factors are of particular merit:

- *The project will retain an existing residence on a standard sized lot. This configuration allows Parcel 1 to conform to existing development standards (i.e., setbacks) and will result in minimal visual impacts as viewed from frontage along Madrona Avenue.*
- *The project proposes the creation of a larger than average parcel at the rear of the existing residence. This configuration will allow any future development on Parcel 2 to occur in a manner which meets or exceeds development standards (i.e., setbacks).*
- *The commission should note that the parcel configuration to the immediate east of the subject site mirrors what the applicant is proposing with this project.*

Staff has determined the findings can be made to support this project and recommends planning commission approval.

PLANNING COMMISSION ACTION
1. Determination that the Parcel Map may be found exempt from CEQA, the California Environmental Quality Act, pursuant to Section 15315, Class 15, Minor Land Divisions.
2. Accept or reject the required findings and approve, modify or deny a Parcel Map to divide an existing 21,745-sf parcel into two parcels of 7,971-sf (Parcel 1) and 13,774-sf in size (Parcel 2).

ATTACHMENTS

TENTATIVE PARCEL MAP

LANDS OF ELLEN DESCALSO SHIFFLETT

APN 009-305-011

1701 MADRONA AVENUE

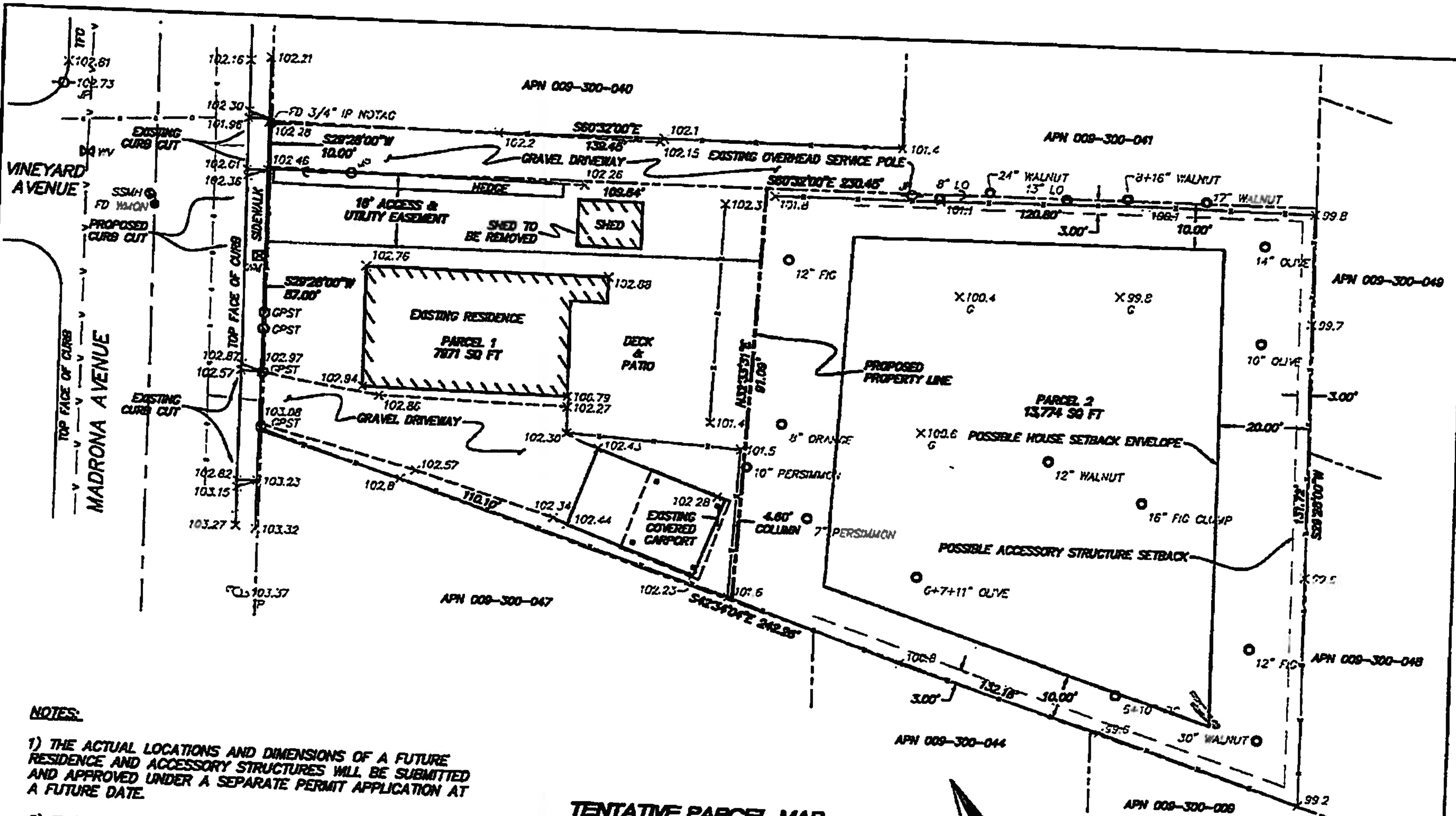
SAINT HELENA, CALIFORNIA

30 DEC 2013

The purpose of this application is to split parcel # 009-305-011 into two parcels. The existing parcel is approximately 21745 square feet in size. The resulting parcels would be approximately 7971 square feet for "parcel 1" and 13774 square feet for "parcel 2." There is an existing farmhouse on the front portion of the property and also a carport. The location and size of those improvements would remain unchanged. The setbacks of those improvements conform (and would continue to conform) to current City building setback standards. A 16' wide access drive and utility easement would be located at the North East portion of "parcel 1" and serve as access to "parcel 2".

Ellen Descalso Shifflett

OWNER



NOTES:

1) THE ACTUAL LOCATIONS AND DIMENSIONS OF A FUTURE RESIDENCE AND ACCESSORY STRUCTURES WILL BE SUBMITTED AND APPROVED UNDER A SEPARATE PERMIT APPLICATION AT A FUTURE DATE.

2) THE BUILDING SETBACK LINES SHOWN ARE PER CITY GUIDELINES.

TENTATIVE PARCEL MAP
OF THE LANDS OF
ELLEN DESCALSO SHIFFLETT
APN 009-305-011
1701 MADRONA AVENUE
ST HELENA, CALIFORNIA

SCALE: 1"=20'

PREPARED BY:
TERRA FIRMA SURVEYS, INC.
P.O. BOX 533
ST. HELENA CA 94574
PHONE: (707) 963-7565

DATE: December 20, 2013
1171_1.dwg

CITY OF ST. HELENA, STATE OF CALIFORNIA
PARCEL MAP NO. 2014-10
GRANTED TO 1701 MADRONA AVENUE

PROPERTY OWNER: Ellen Shifflett **APN:** 009-305-011

Recitals

1. The owner submitted a request for Parcel Map approval to create two parcels from an existing 21,745 sf parcel. Parcel 1 would be 7,971 sf and Parcel 2 would be 13,774 sf. The existing residence and carport would remain as is on Parcel 1. A 16' wide access drive and utility easement would be located at the north east property line of Parcel 1 to serve Parcel 2. No improvements to Parcel 2 are proposed at this time. The existing parcel is located at 1701 Madrona Avenue in the MR: Medium Density Residential district.

2. The Planning Commission of the City of St. Helena, State of California, considered the application at its meeting of April 1, 2014 and approved the Parcel Map on the following basis.

Resolution

A. The Planning Commission hereby finds that the Parcel Map is exempt from the requirements of CEQA pursuant to Section 15315, Class 15 of the Guidelines for minor land divisions.

B. Pursuant to the Subdivision Ordinance, Section 16.08.020 the Planning Commission makes the following findings for the approval of a parcel map of four of fewer parcels:

1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan and other applicable provisions of the code.

2. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

3. The properties comply with the City of St. Helena Subdivision Ordinance and with the State Subdivision Map Act and based upon those findings.

C. The Parcel Map for the described project is granted subject to compliance with the conditions listed below. The permit shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

1. The Parcel Map shall be vested within two (2) years from the date of approval. Pursuant to Municipal Code section 16.16.110, the map may be extended for up to three one-year extensions.

2. This permit is valid for the described uses only. New permits must be applied for upon any change in use. These permits will expire if the use is discontinued pursuant to then existing ordinances and regulations.

3. The Parcel Map shall not become effective until fourteen (14) calendar days after approval, providing that the action is not appealed by the City Council or any other interested party within that 10 day period.
4. All required fees, including planning fees, development impact fees including the Housing Impact fee, building fees, toilet retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of building permit.
5. Compliance with all permit conditions shall occur in accordance with specific regulations but in all cases no later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
6. The applicant will defend and indemnify and hold the City, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or annul an approval so long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
7. Provided they are in general compliance with the approval, minor modifications may be approved by the Planning Director.
8. The Parcel Map shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and benefit of the City of St. Helena.
9. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building Official / Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.
10. All uses of the property shall be in compliance with the MR: Medium Density Residential zoning district regulations.

Public Works

NOTE - Public Works Conditions to be distributed on March 31, 2014

I HEREBY CERTIFY that the foregoing Parcel Map was duly and regularly approved by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on April 1, 2014 by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Greg Desmond, Interim Planning Director

Ellen Shifflett, Property Owner

April 7, 2015

Mr. Victor Carniglia
Interim Planning Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Re: Marc Kaye and Michael Fahn
Application No. PL 14-024 – Pending City Council Appeal Hearing
Property Location: 1837 Pine Street, St. Helena CA (APN 009-304-003)

Dear Mr. Carniglia:

Please accept this letter as confirmation of the following pertaining to our 1837 Pine Street project and the pending City Council appeal hearing related thereto, which I understand is now scheduled for hearing on April 14, 2015:

1. Our appeal will be based on the plans for the proposed project that were denied by the Planning Commission on February 3, 2015. As you know, these plans include the 400 square foot guest unit as part of the proposed home on the flag lot.

2. We also will be presenting the proposed modified plans for the property that were discussed during on meeting on February 25, 2015, and provided to you last week. The proposed plans are agreeable to the applicant, should the City Council choose to accept and approve them in their entirety.

Please contact me at (760) 822-4846 with any questions about these items.

Sincerely,

Marc D. Kaye
Applicant
1837 Pine Street
St. Helena, CA 94574

August 4, 2014

City of St. Helena
Planning Commission
1480 Main Street
St. Helena, California 94574

Dear City of St. Helena Planning Commission,
We are proposing splitting the existing parcel located at 1837 Pine Street between Allyn Avenue and Hudson Avenue. The lot split process includes the Planning Commission making the following findings:

- The creation of the flag lot is consistent with the neighborhood character and density.

- The development of the flag not will not result in a significant loss of privacy for adjoining residential units.

- The development of the flag lot will not result in excessive noise, traffic and parking congestion.

Character and Density

Character: A set of qualities that make a place or thing different from other places or things. – Merriam-Webster

Character of Neighborhood

"St. Helena enjoys a high quality of life and an unsurpassed sense of community." This quote, pulled from the City of St. Helena's website, defines the neighborhood surrounding 1837 Pine Street. The neighborhood is filled with homes new and old, from modern to turn-of-the-century architecture, large and small parcels, and primary residences to investment properties. There are also a number of 'flag' or 'land-locked' lots located in the area.

The existing character of the surrounding neighborhood of 1837 Pine Street can be summarized by the following character attributes:

- The average lot size is approximately 9,671 square feet.
- The average street frontage per lot is 65 lineal feet.
- There are a number of existing flag or land-locked lots in the neighborhood.
- An eclectic mix of new and old homes with wide range of architectural styles.
- There are a variety of trees
- Driving west-bound towards Hudson Avenue includes vineyard views

The creation of a flag lot is consistent with the neighborhood character based on the following findings:

1. The creation of the proposed flag lot results in a front lot of 9,066 square feet and a rear lot of 7,620 square feet. The average lot size in the neighborhood is 9,671 square feet. The existing single lot is 16,686 square feet, or 72% larger than the average lot size. The proposed two new lots will result in the front lot being 94% and back lot being 79% of the average lot size in the neighborhood. The resulting lot sizes will be more consistent with the character of the neighborhood as they would be an average of 14% smaller than the average surrounding lot size as compared to the single existing lot being 72% greater than the average lot size.

2. The look and feel of the neighborhood is determined in a large part based on the curb appeal and street frontage of its residences. The creation of the flag lot will result in the street frontage to look and feel more consistent with the neighborhood as compared to the existing single lot. The neighborhood's average street frontage is 65 lineal feet. The existing single lot has a 120.5 lineal feet of street frontage. The proposed flag lot is required to have a 20-foot access easement (16 feet for the driveway + 4 feet for landscaping). This easement will effectively reduce the street frontage look and feel of the front lot to 90 lineal feet, which is significantly closer to the neighborhood average.

3. The creation of the flag lot is not setting a new precedent in regards to flag or land-locked lots in the immediate neighborhood. There are

approximately 13 flag or land-locked lots that currently exist. They include:

- APN 009-304-015 - Located in alley between Pine Street and Hudson Avenue
- APN 009-303-014 – Located on Allyn Avenue between Madrona Avenue and Pine Street
- APN 009-305-041 – Located on Madrona Avenue between Allyn Avenue and Stockton Street
- APN 009-312-058 – Located on Adams Street between Allyn Avenue and Stockton Street
- APN 009-312-008 – Located on Tainter Street between Allyn Avenue and Stockton Street
- APN 009-313-036 – Located on Tainter Street between Allyn Avenue and Stockton Street
- APN 009-311-005 – Located on Allyn Avenue between Adams Street and Spring Street
- APN 009-312-050 – Located on Stockton Street between Adams Street and Tainter Street
- APN 009-312-098 – Located on Tainter Street between Allyn Avenue and Stockton Street
- APN 009-313-013 – Located on Spring Street between Allyn Avenue and Stockton Street
- APN 009-313-037 - Located on Spring Street between Allyn Avenue and Stockton Street
- APN 009-313-042 - Located on Spring Street between Allyn Avenue and Stockton Street
- APN 009-313-023 - Located on Spring Street between Allyn Avenue and Stockton Street

4. The neighborhood has an eclectic mix of homes. They vary from age with some built at the turn of the century to some built in 2014. They also vary in architectural style. The property directly across the street at 1842 Pine Street (APN# 009-303-015) was recently redeveloped in 2013/2014. The architectural style of the front lot and flag lot is drawn from the farming nature and history of the area. The front lot's house will have a traditional farmhouse look that is consistent with many homes in the neighborhood. The proposed flag lot will have a barn-styled home that is also consistent with other homes in the neighborhood.

5. The neighborhood is filled with a variety of trees. The creation of the flag lot will not remove a single tree (heritage or otherwise) from the existing parcel. The existing parcel has three redwood trees and one large fig tree located at the rear of the proposed flag lot. These four trees will remain on the proposed flag lot as they provide privacy from neighboring parcels. A large olive tree is located near the street on Pine Street. The creation of the flag lot will not affect this tree. Due to the low number of trees on the existing property, a number of trees are proposed to be planted and will bring more consistency to the neighborhood.

6. A unique feature of the immediate neighborhood is the vineyards views. The westward view when driving on Pine Street towards Hudson Avenue includes the Spottswood vineyard (APN# 009-391-026). The creation of the flag lot will not change the nature of the views of the Spottswood vineyard.

Density of Neighborhood

Density: The distribution of a quantity per unit usually of space. – Merriam-Webster

The creation of the proposed flag lot does not significantly increase the density of the neighborhood. This is shown by the following findings:

1. There are approximately 194 lots in the neighborhood surrounding 1837 Pine Street. The addition of one lot represents an insignificant increase of 0.52% of lots.

2. There is an average of one lot for every 9,671 square feet in the surrounding neighborhood. The existing lot is 16,686 square feet, which is 172% larger than the average neighborhood lot size. The creation of the flag lot will result in a 9,066 square foot (94% of neighborhood average) front lot and a 7,620 square foot (79% of average) back lot. The sizes of the newly created lots are more consistent with the average lot size in the surrounding neighborhood.

Privacy of Adjoining Residences

Privacy to adjoining residences the most important consideration when drafting the proposed flag lot. There are five adjoining parcels to the existing lot at 1837 Pine Street (see attached Neighborhood Plan Map for reference). The adjoining parcels are:

1. 1849 Pine Street - APN 009-304-002 - To the South-West
2. 1830 Adams Street - APN 009-304-008 – To the South-East
3. 1427 Allyn Avenue – APN 009-304-006 – To the East
4. 1431 Allyn Avenue – APN 009-304-005 – To the North-East
5. 1435 Allyn Avenue – APN 009-304-004 – To the North

1849 Pine Street

Privacy from Newly Created Front Lot

The residence located at 1849 Pine Street is approximately 9 feet from the existing home located on 1837 Pine Street. The creation of the lot split will place a 4-foot wide landscape easement and a 16-foot wide vehicle access easement (total 20-foot wide easement) along the property line of the newly created front lot and 1849 Pine Street. In addition to the 20-foot wide easement, the front lot residence also is required to have a 10-foot wide side yard set back. The resulting total distance of the residence at 1849 Pine Street and the proposed location of the residence on the newly created front lot will be approximately 40 feet. This represents a net increase of 31 feet (344%) of distance from the existing home on 1837 Pine Street.

The proposed new home on the front lot is a two-story home. The first floor will have one door and one window facing the residence at 1849 Pine Street. There will be a 6-foot solid fence, along with a row of Meyer Lemon trees, which will serve as a visual barrier and creating privacy between the two residences. The second floor was designed without decks to increase privacy. There are a total of five windows facing 1849 Pine Street. One window is located in a shower stall and will have frosted glass. One of the windows is located adjacent to a bathtub and will have window treatments for privacy.

The proposed newly created front and back lots on 1837 Pine Street will have additional trees planted to decrease visual views with 1849 Pine Street.

An additional item to note, the wall of the residence at 1849 Pine Street closest to 1837 Pine Street has one window, which is blocked by trees and shrubs.

The proposed residence on the newly crated front lot provides a significant ***increase*** in privacy for the residence of 1849 Pine Street.

Privacy from Newly Created Flag Lot
The proposed residence on the flag lot will be approximately 67 feet from the closest point from the residence at 1849 Pine Street. This is approximately 58 feet (644%) further than the existing home at 1837 Pine Street. There are no decks and minimal windows that face the residence at 1849 Pine Street from the flag lot residence. Additional trees will be planted to increase the privacy between the two lots.

The proposed residence on the newly created flag lot will not have a significant loss of privacy on the residence at 1849 Pine Street.

1830 Adams Street
Privacy from Newly Created Front Lot
The distance from the proposed residence on the newly created front lot will be approximately 197 feet from the residence at 1830 Adams Street. The newly created front lot will not be adjoined to 1830 Adams Street and will not significantly affect its privacy.

Privacy from Newly Created Flag Lot
The proposed residence on the newly created flag lot will be approximately 100 feet from the residence at 1830 Adams Street. There is a row of mature Redwood trees along the property line between the lots that results in almost 100% visual blockage between the proposed residence and the residence at 1830 Adams Street. In addition, there are no decks facing the residence at 1830 Adams Street.

The development of the flag lot will not result in a significant loss of privacy to the residence at 1830 Adams Street.

1427 Allyn Avenue
Privacy from Newly Created Front Lot
The distance from the proposed residence on the newly created front lot will be approximately 130 feet from the residence at 1427 Allyn Avenue. The newly

created front lot will not be adjoined to 1427 Allyn Avenue and will not significantly affect its privacy.

Privacy from Newly Created Flag Lot
The proposed residence on the newly created flag lot will be approximately 75 feet from the residence at 1427 Allyn Avenue. Mature trees are between the proposed flag lot residence and the residence at 1427 Allyn Avenue. In addition, there are no decks and minimal amount of windows facing the residence at 1427 Allyn Avenue.

For reference, the distance between the residence at 1427 Allyn Avenue and its neighbor at 1431 Allyn Avenue is approximately 20 feet.

The development of the flag lot will not result in a significant loss of privacy to the residence at 1427 Allyn Avenue.

1431 Allyn Avenue
Privacy from Newly Created Front Lot
The distance from the proposed residence on the newly created front lot will be approximately 93 feet from the residence at 1431 Allyn Avenue. The newly created front lot will not be adjoined to 1431 Allyn Avenue and will not significantly affect its privacy.

Privacy from Newly Created Flag Lot
The proposed residence on the newly created flag lot will be approximately 82 feet from the residence at 1431 Allyn Avenue. There are mature trees between the proposed flag lot residence and the residence at 1431 Allyn Avenue. In addition, there are no decks and minimal amount of windows facing the residence at 1427 Allyn Avenue.

For reference, the distance between the residence at 1431 Allyn Avenue and its neighbor at 1427 Allyn Avenue is approximately 20 feet. The distance between the residence at 1431 Allyn Avenue and its neighbor at 1435 Allyn Avenue is approximately 10 feet.

The development of the flag lot will not result in a significant loss of privacy to the residence at 1431 Allyn Avenue.

1435 Allyn Avenue

Privacy from Newly Created Front Lot

The distance from the proposed residence on the newly created front lot will be approximately 60 feet from the residence at 1435 Allyn Avenue. 1435 Allyn Avenue has a garage structure between its residence and the proposed location of the home on the newly created front lot and the garage does not have any windows facing the newly created front lot. The first floor of the proposed home on the newly created front lot has the following windows/doors facing the residence at 1435 Allyn Avenue: two bedrooms windows, one frosted elevated bathroom window, one bathroom window adjacent to a bath tub, one garage window and one door to the garage. There will be 6-foot high solid fence between the two residences along with landscaping that will provide privacy. The second floor of the proposed home does not have living space that faces the residence at 1435 Allyn Avenue.

The development of the front lot will not result in a significant loss of privacy to the residence at 1435 Allyn Avenue.

Privacy from Newly Created Flag Lot

The proposed residence on the newly created flag lot will be approximately 95 feet from the residence at 1435 Allyn Avenue. There will be a 6-foot fence that will provide privacy from the first floor and outdoor living space between the properties. There are no decks and minimal amount of windows facing the residence at 1435 Allyn Avenue.

For reference, the distance between the residence at 1435 Allyn Avenue and its neighbor at 1431 Allyn Avenue is approximately 10 feet.

The development of the flag lot will not result in a significant loss of privacy to the residence at 1431 Allyn Avenue.

Excessive Noise, Traffic and Parking Congestion

Excessive Noise

The proposed lot split will result in the addition of one lot with one additional single-family residence. The new residences will be subject to the city's noise ordinances. The neighborhood is located in medium density zoning and does not allow for commercial use.

The development of the newly created front and flag lot would be during normal construction hours and days in the city of St. Helena.

The proposed flag lot would emit a noise level that would be consistent with the neighborhood and is not expected to be excessive.

Traffic

The proposed development of the flag lot will result in the addition of one single-family residence. This is not expected to result in excessive traffic.

Parking Congestion

The proposed development of the flag lot includes a two-car garage as well as three additional off-street parking spaces on the lot. The total of five parking spaces on the proposed flag lot will not result in excessive parking congestion.

Conclusion

Based on the above findings, the creation of the flag lot is consistent with the character and density of the neighborhood, will not result in a significant loss of privacy for adjoining neighbors, and will not result in excessive noise, traffic and parking congestion.

Sincerely,

W. David Wright
Partner
1837 Pine Street LLC
1953 Vineyard Avenue
St. Helena, California 94574

1837 Pine Street, St. Helena
Neighborhood Lot Size Analysis

Map Page	Parcel Key	Parcel No.	Address	Lot Size (Sq. Ft.)
1	B1	009-303-001	1881 Madrona Avenue	12,632
1	B2	009-303-002	1875 Madrona Avenue	11,761
1	B3	009-303-003	1865 Madrona Avenue	9,148
1	B4	009-303-004	1859 Madrona Avenue	10,019
1	B5	009-303-005	1851 Madrona Avenue	9,148
1	B6	009-303-006	1837 Madrona Avenue	13,504
1	B7	009-303-007	1659 Allyn Avenue	8,712
1	B8	009-303-008	1547 Allyn Avenue	9,148
1	B9	009-303-009	1533 Allyn Avenue	10,019
1	B10	009-303-010	1521 Allyn Avenue	8,712
1	B11	009-303-011	1515 Allyn Avenue	9,148
1	B12	009-303-012	1501 Allyn Avenue	9,583
1	B13	009-303-017	1856 Pine Street	11,326
1	B14	009-303-016	1852 Pine Street	13,939
1	B15	009-303-015	1842 Pine Street	11,326
1	B16	009-303-014	1527 Allyn Avenue	12,197
1	B17	009-303-013	1832 Pine Street	4,356
1	C1	009-304-014	1853 Pine Street	6,098
1	C2	009-304-015	Lot	3,920
1	C3	009-304-002	1849 Pine Street	12,197
1	C4	009-304-004	1435 Allyn Avenue	18,731
1	C5	009-304-005	1431 Allyn Avenue	10,019
1	C6	009-304-006	1427 Allyn Avenue	8,276
1	C7	009-304-013	1405 Adams Street	10,019
1	C8	009-304-012	1800 Adams Street	10,019
1	C9	009-304-008	1830 Adams Street	17,424
1	C10	009-304-009	1856 Adams Street	10,019
1	C11	009-304-003	1837 Pine Street	16,686
1	A1	009-301-006	1895 Madrona Avenue	11,326
1	A2	009-301-005	1544 Hudson Avenue	10,454
1	A3	009-301-004	1530 Hudson Avenue	10,454
1	A4	009-301-003	1522 Hudson Avenue	6,970
1	A5	009-301-002	1512 Hudson Avenue	6,970
1	A6	009-301-001	1504 Hudson Avenue	7,405
1	A7	009-302-006	1450 Hudson Avenue	13,939
1	A8	009-302-004	1438 Hudson Avenue	11,326
1	A9	009-302-003	1428 Hudson Avenue	9,583
1	A10	009-302-002	1414 Hudson Avenue	11,761
1	A11	009-302-001	1864 Adams Street	4,792
1	D1	009-305-046	Lot	7,405
1	D2	009-305-045	1550 Allyn Avenue	10,019
1	D3	009-305-044	1540 Allyn Avenue	10,890
1	D4	009-305-009	1530 Allyn Avenue	10,890
1	D5	009-305-008	1516 Allyn Avenue	10,890
1	D6	009-305-007	1504 Allyn Avenue	12,197
1	D7	009-305-006	1460 Allyn Avenue	10,890
1	D8	009-305-005	1450 Allyn Avenue	10,890
1	D9	009-305-004	1440 Allyn Avenue	12,197
1	D10	009-305-003	1428 Allyn Avenue	10,019
1	D11	009-305-002	1416 Allyn Avenue	11,761
1	D12	009-305-001	1404 Allyn Avenue	11,326
1	D13	009-305-047	Lot	6,534
1	D14	009-305-011	1701 Madrona Avenue	22,216
1	D15	009-305-041	1629 Madrona Avenue	13,068

1837 Pine Street, St. Helena
Neighborhood Lot Size Analysis

Map Page	Parcel Key	Parcel No.	Address	Lot Size (Sq. Ft.)
1	D16	009-305-040	1635 Madrona Avenue	12,197
1	D17	009-305-038	1621 Madrona Avenue	7,841
1	D18	009-305-037	1611 Madrona Avenue	6,098
1	D19	009-305-036	1525 Stockton Street	5,663
1	D20	009-305-014	1515 Stockton Street	10,019
1	D21	009-305-048	1740 Pine Street	11,761
1	D22	009-305-049	1730 Pine Street	10,019
1	D23	009-305-050	1700 Pine Street	10,890
1	D24	009-305-015	1511 Stockton Street	6,534
1	D25	009-305-016	1505 Stockton Street	12,632
1	D26	009-305-017	1467 Stockton Street	6,098
1	D27	009-305-018	1457 Stockton Street	6,534
1	D28	009-305-019	1445 Stockton Street	7,405
1	D29	009-305-020	1443 Stockton Street	6,534
1	D30	009-305-021	1441 Stockton Street	6,098
1	D31	009-305-031	1731 Pine Street	13,504
1	D32	009-305-033	1721 Pine Street	7,841
1	D33	009-305-035	1711 Pine Street	7,405
1	D34	009-305-052	1705 Pine Street	15,246
1	D35	009-305-051	1701 Pine Street	13,068
1	D36	009-305-030	1706 Adams Street	7,841
1	D37	009-305-029	1662 Adams Street	7,405
1	D38	009-305-028	1652 Adams Street	8,276
1	D39	009-305-029	1644 Adams Street	14,810
1	D40	009-305-026	1636 Adams Street	7,841
1	D41	009-305-025	1628 Adams Street	6,970
1	D42	009-305-024	1624 Adams Street	7,405
1	D43	009-305-023	1421 Stockton Street	10,890
1	D44	009-305-022	1600 Adams Street	4,356
2	E1	009-293-002	1705 Hillview Place	5,227
2	E2	009-293-001	1723 Hillview Place	2,614
2	E3	009-293-013	1733 Hillview Place	6,970
2	E4	009-293-012	1743 Hillview Place	6,970
2	E5	009-293-003	1671 Vineyard Avenue	6,970
2	E6	009-293-021	1665 Vineyard Avenue	7,841
2	E7	009-293-022	1655 Vineyard Avenue	7,841
2	E8	009-293-023	Vineyard Avenue - Lot	6,098
2	E9	009-293-005	1633 Vineyard Avenue	14,810
2	E10	009-293-006	1623 Vineyard Avenue	5,227
2	E11	009-293-014	1702 Madrona Avenue	10,019
2	E12	009-293-007	1722 Madrona Avenue	15,246
2	E13	009-293-019	1658 Scott Street	8,276
2	E14	009-293-020	1654 Scott Street	7,841
2	E15	009-293-015	1648 Scott Street	6,098
2	E16	009-293-017	1636 Scott Street	7,841
2	E17	009-293-018	1628 Scott Street	6,970
2	E18	009-293-009	1620 Scott Street	5,663
2	E19	009-293-008	1746 Madrona Avenue	9,583
2	F1	009-294-009	1811 Hillview Place	6,970
2	F2	009-294-001	1815 Hillview Place	6,098
2	F3	009-294-002	1663 Scott Street	8,712
2	F4	009-294-003	1655 Scott Street	8,276
2	F5	009-294-004	1643 Scott Street	7,841
2	F6	009-294-005	1637 Scott Street	9,583

1837 Pine Street, St. Helena
Neighborhood Lot Size Analysis

Map Page	Parcel Key	Parcel No.	Address	Lot Size (Sq. Ft.)
2	F7	009-294-006	1629 Scott Street	9,148
2	F8	009-294-007	1615 Scott Street	20,909
2	F9	009-294-008	1838 Madrona Avenue	9,148
3	G1	009-311-001	1322 Hudson Avenue	18,295
3	G2	009-311-022	1310 Hudson Avenue	14,375
3	G3	009-311-024	1296 Hudson Avenue	10,890
3	G4	009-311-025	1286 Hudson Avenue	10,019
3	G5	009-311-020	1276 Hudson Avenue	10,019
3	G6	009-311-019	1256 Hudson Avenue	12,197
3	G7	009-311-027	1248 Hudson Avenue	9,583
3	G8	009-311-026	1234 Hudson Avenue	11,761
3	G9	009-311-015	1213 Allyn Avenue	12,197
3	G10	009-311-016	1814 Spring Street	10,454
3	G11	009-311-002	1829 Adams Street	5,663
3	G12	009-311-023	1337 Allyn Avenue	13,504
3	G13	009-311-003	1329 Allyn Avenue	14,375
3	G14	009-311-004	1317 Allyn Avenue	16,988
3	G15	009-311-005	Lot	4,792
3	G16	009-311-006	1301 Allyn Avenue	12,197
3	G17	009-311-007	1279 Allyn Avenue	13,504
3	G18	009-311-008	1269 Allyn Avenue	7,405
3	G19	009-311-009	1263 Allyn Avenue	5,663
3	G20	009-311-010	1257 Allyn Avenue	6,098
3	G21	009-311-011	1251 Allyn Avenue	5,227
3	G22	009-311-012	1239 Allyn Avenue	9,148
3	G23	009-311-013	1225 Allyn Avenue	10,454
3	G24	009-311-017	1212 Hudson Avenue	10,019
3	H1	009-312-051	1777 Adams Street	10,454
3	H2	009-312-052	1717 Adams Street	10,454
3	H3	009-312-057	1330 Allyn Avenue	15,246
3	H4	009-312-056	1320 Allyn Avenue	10,890
3	H5	009-312-055	1734 Tainter Street	8,712
3	H6	009-312-049	1709 Adams Street	8,712
3	H7	009-312-002	1673 Adams Street	9,148
3	H8	009-312-003	1663 Adams Street	9,583
3	H9	009-312-004	1639 Adams Street	11,326
3	H10	009-312-005	Lot	8,712
3	H11	009-312-006	1623 Adams Street	9,583
3	H12	009-312-007	1611 Adams Street	15,682
3	H13	009-312-058	1713 Adams Street	13,504
3	H14	009-312-050	Lot	5,227
3	H15	009-312-008	1640 Tainter Street	14,810
3	H16	009-312-009	1331 Stockton Street	8,712
3	H17	009-312-010	1321 Stockton Street	9,583
3	H18	009-312-018	1724 Tainter Street	4,356
3	H19	009-312-017	1714 Tainter Street	3,920
3	H20	009-312-016	1702 Tainter Street	12,197
3	H21	009-312-015	1656 Tainter Street	11,326
3	H22	009-312-014	1642 Tainter Street	5,663
3	H23	009-312-013	1626 Tainter Street	6,098
3	H24	009-312-012	1616 Tainter Street	4,792
3	H25	009-312-011	1305 Stockton Street	9,583
3	J1	009-313-008	1276 Allyn Avenue	10,454
3	J2	009-313-039	1262 Allyn Avenue	13,068

1837 Pine Street, St. Helena
Neighborhood Lot Size Analysis

Map Page	Parcel Key	Parcel No.	Address	Lot Size (Sq. Ft.)
3	J3	009-313-038	1252 Allyn Avenue	11,761
3	J4	009-313-005	1242 Allyn Avenue	10,890
3	J5	009-313-044	1230 Allyn Avenue	8,712
3	J6	009-313-001	1764 Spring Street	5,227
3	J7	009-313-045	1758 Spring Street	6,534
3	J8	009-313-046	1748 Spring Street	6,970
3	J9	009-313-009	1723 Tainter Street	11,326
3	J10	009-313-041	Lot	16,553
3	J11	009-313-011	1740 Spring Street	13,939
3	J12	009-313-040	1724 Spring Street	7,405
3	J13	009-313-015	1715 Tainter Street	7,405
3	J14	009-313-036	1711 Tainter Street	16,117
3	J15	009-313-016	1709 Tainter Street	6,970
3	J16	009-313-017	1651 Tainter Street	8,712
3	J17	009-313-034	1639 Tainter Street	6,970
3	J18	009-313-035	1629 Tainter Street	5,227
3	J19	009-313-025	1611 Tainter Street	6,534
3	J20	009-313-026	1257 Stockton Street	5,663
3	J21	009-313-037	1670 Spring Street	6,970
3	J22	009-313-023	1664 Spring Street	10,454
3	J23	009-313-027	1243 Stockton Street	10,454
3	J24	009-313-028	1227 Stockton Street	6,098
3	J25	009-313-029	1219 Stockton Street	6,098
3	J26	009-313-030	1213 Stockton Street	6,098
3	J27	009-313-013	1706 Spring Street	7,405
3	J28	009-313-012	1712 Spring Street	17,860
3	J29	009-313-020	1650 Spring Street	17,424
3	J30	009-313-042	1660 Spring Street	6,534
3	J31	009-313-021	1640 Spring Street	8,712
3	J32	009-313-043	1626 Spring Street	11,326
3	J33	009-313-031	1620 Spring Street	6,970
3	J34	009-313-033	1209 Stockton Street	6,098
			Total	1,876,267

# of Parcels	194
Average Parcel Sq. Ft. Pre-Split	9,671
# of Lots Post Split	195
Average Parcel Sq. Ft. Post-Split	9,622
Increase in Lot Density	0.52%

1837 Pine Street, St. Helena
Neighborhood Lot Size Analysis
Street Frontage - Map 1

Map Page	Parcel Key	Parcel No.	Address	Street Frontage (Lineal Feet)
1	B1	009-303-001	1881 Madrona Avenue	68
1	B2	009-303-002	1875 Madrona Avenue	62
1	B3	009-303-003	1865 Madrona Avenue	50
1	B4	009-303-004	1859 Madrona Avenue	50
1	B5	009-303-005	1851 Madrona Avenue	50
1	B6	009-303-006	1837 Madrona Avenue	107
1	B7	009-303-007	1659 Allyn Avenue	65
1	B8	009-303-008	1547 Allyn Avenue	65
1	B9	009-303-009	1533 Allyn Avenue	65
1	B10	009-303-010	1521 Allyn Avenue	65
1	B11	009-303-011	1515 Allyn Avenue	65
1	B12	009-303-012	1501 Allyn Avenue	65
1	B13	009-303-017	1856 Pine Street	65
1	B14	009-303-016	1852 Pine Street	75
1	B15	009-303-015	1842 Pine Street	65
1	B16	009-303-014	1527 Allyn Avenue	Flag
1	B17	009-303-013	1832 Pine Street	65
1	C1	009-304-014	1853 Pine Street	55
1	C2	009-304-015	Lot	Flag
1	C3	009-304-002	1849 Pine Street	75
1	C4	009-304-004	1435 Allyn Avenue	129
1	C5	009-304-005	1431 Allyn Avenue	65
1	C6	009-304-006	1427 Allyn Avenue	65
1	C7	009-304-013	1405 Adams Street	56
1	C8	009-304-012	1800 Adams Street	79
1	C9	009-304-008	1830 Adams Street	62
1	C10	009-304-009	1856 Adams Street	65
1	A1	009-301-006	1895 Madrona Avenue	75
1	A2	009-301-005	1544 Hudson Avenue	75
1	A3	009-301-004	1530 Hudson Avenue	75
1	A4	009-301-003	1522 Hudson Avenue	50
1	A5	009-301-002	1512 Hudson Avenue	50
1	A6	009-301-001	1504 Hudson Avenue	50

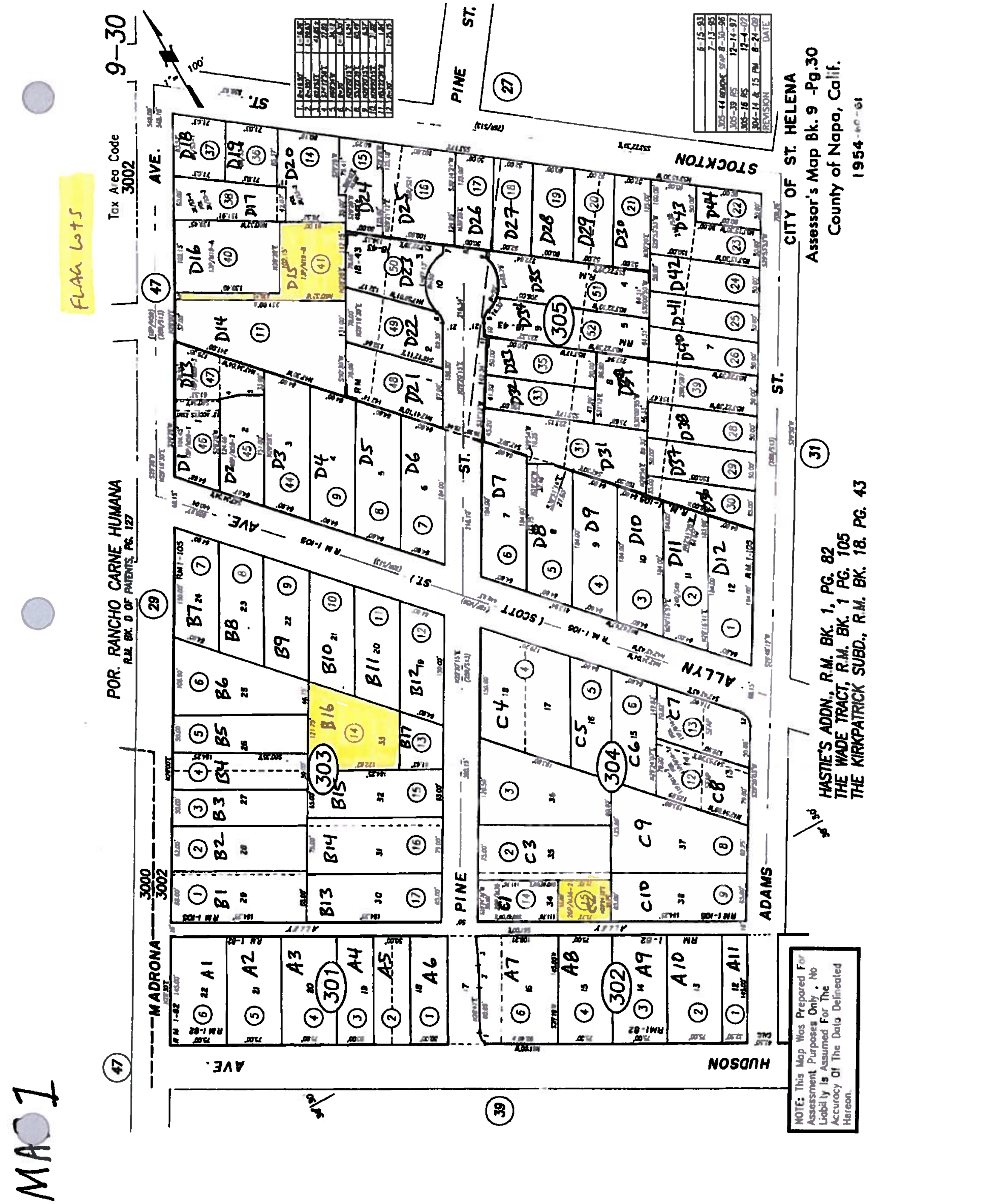
1837 Pine Street, St. Helena
Neighborhood Lot Size Analysis
Street Frontage - Map 1

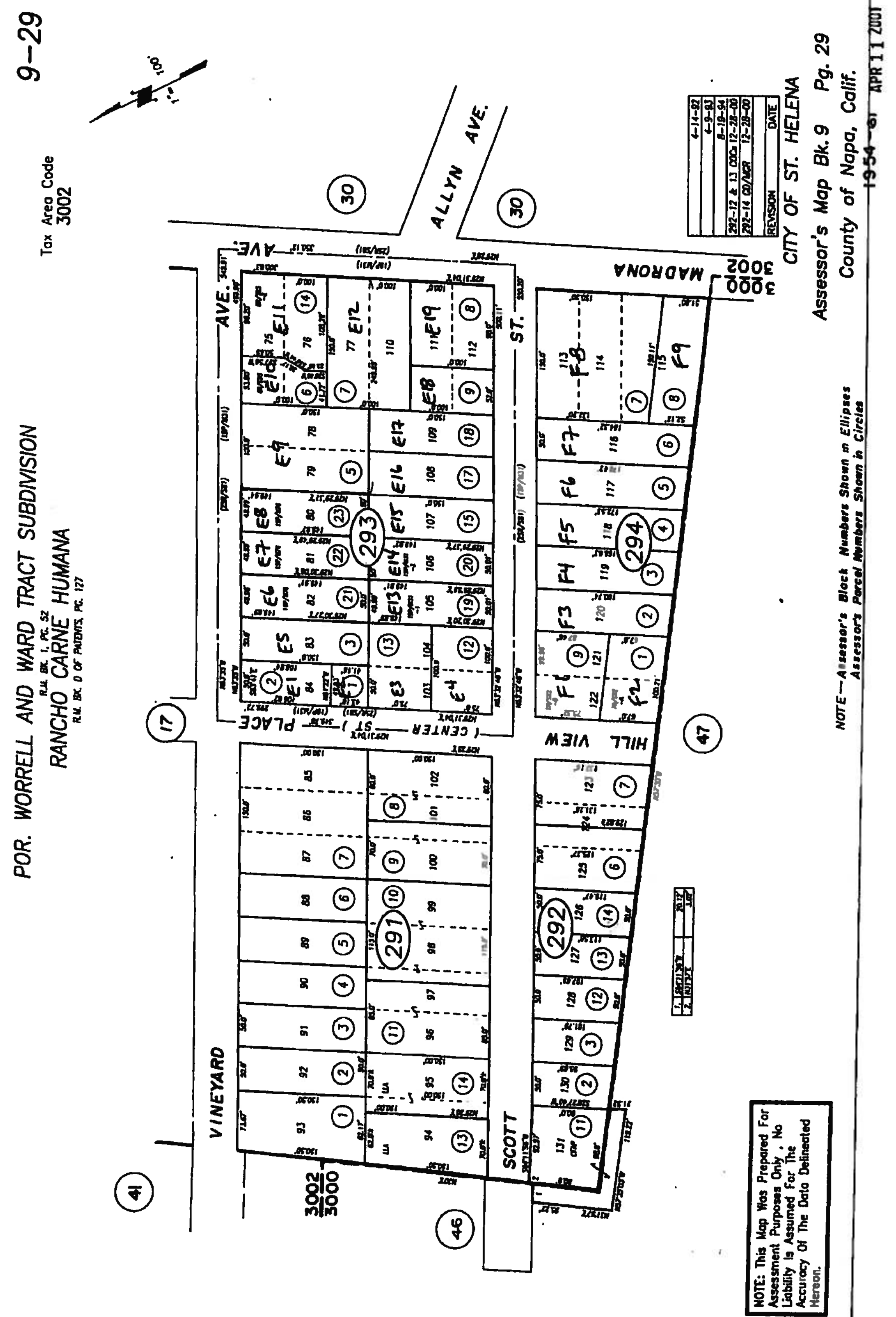
Map Page	Parcel Key	Parcel No.	Address	Street Frontage (Lineal Feet)
1	A7	009-302-006	1450 Hudson Avenue	98
1	A8	009-302-004	1438 Hudson Avenue	75
1	A9	009-302-003	1428 Hudson Avenue	75
1	A10	009-302-002	1414 Hudson Avenue	75
1	A11	009-302-001	1864 Adams Street	33
1	D1	009-305-046	Lot	65
1	D2	009-305-045	1550 Allyn Avenue	65
1	D3	009-305-044	1540 Allyn Avenue	65
1	D4	009-305-009	1530 Allyn Avenue	65
1	D5	009-305-008	1516 Allyn Avenue	65
1	D6	009-305-007	1504 Allyn Avenue	65
1	D7	009-305-006	1460 Allyn Avenue	65
1	D8	009-305-005	1450 Allyn Avenue	65
1	D9	009-305-004	1440 Allyn Avenue	64
1	D10	009-305-003	1428 Allyn Avenue	64
1	D11	009-305-002	1416 Allyn Avenue	64
1	D12	009-305-001	1404 Allyn Avenue	64
1	D13	009-305-047	Lot	80
1	D14	009-305-011	1701 Madrona Avenue	57
1	D15	009-305-041	1629 Madrona Avenue	Flag
1	D16	009-305-040	1635 Madrona Avenue	102
1	D17	009-305-038	1621 Madrona Avenue	60
1	D18	009-305-037	1611 Madrona Avenue	84
1	D19	009-305-036	1525 Stockton Street	71
1	D20	009-305-014	1515 Stockton Street	80
1	D21	009-305-048	1740 Pine Street	87
1	D22	009-305-049	1730 Pine Street	69
1	D23	009-305-050	1700 Pine Street	87
1	D24	009-305-015	1511 Stockton Street	60
1	D25	009-305-016	1505 Stockton Street	103
1	D26	009-305-017	1467 Stockton Street	50
1	D27	009-305-018	1457 Stockton Street	52
1	D28	009-305-019	1445 Stockton Street	60

1837 Pine Street, St. Helena
Neighborhood Lot Size Analysis
Street Frontage - Map 1

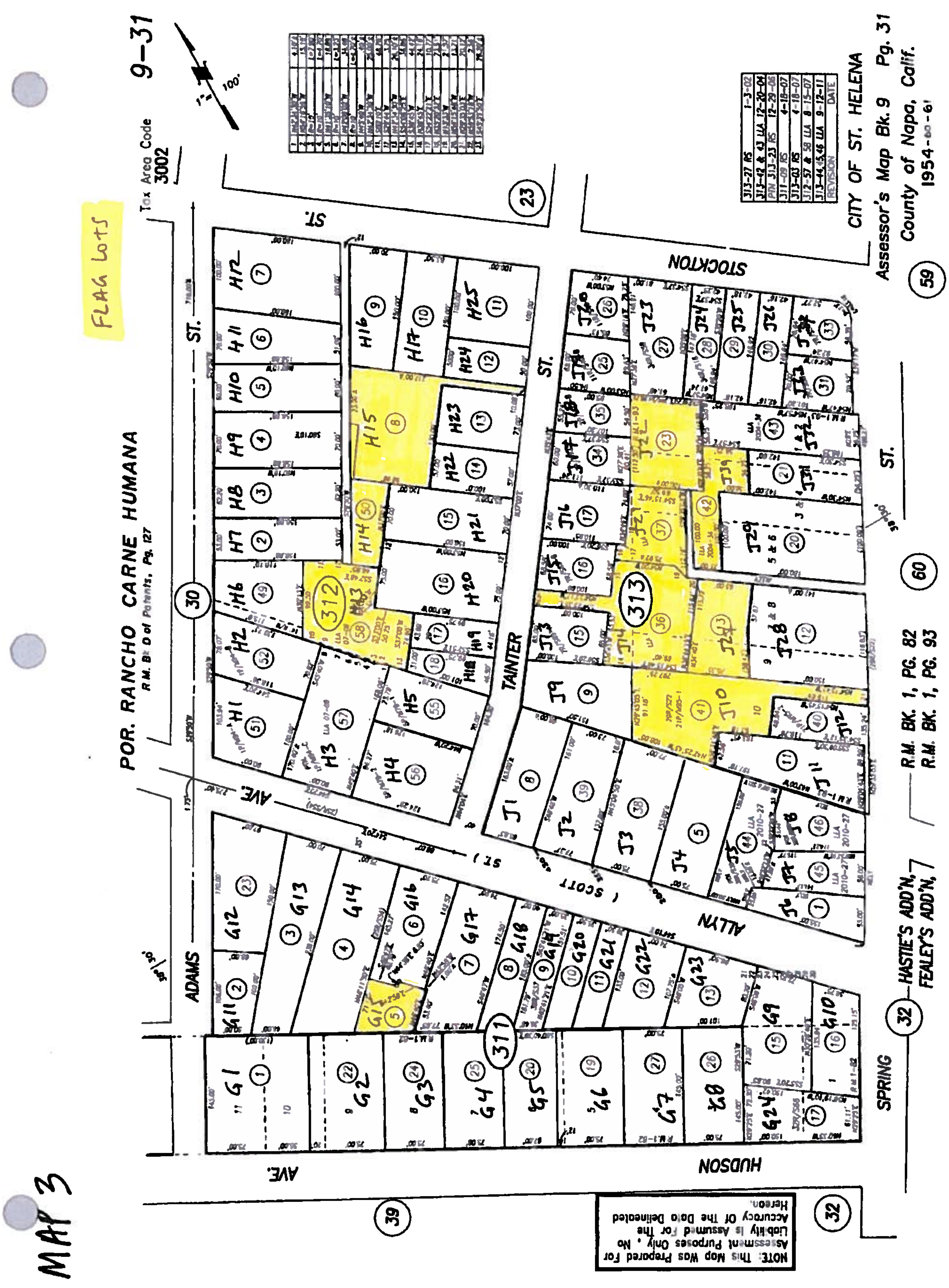
Map Page	Parcel Key	Parcel No.	Address	Street Frontage (Lineal Feet)
1	D29	009-305-020	1443 Stockton Street	52
1	D30	009-305-021	1441 Stockton Street	52
1	D31	009-305-031	1731 Pine Street	45
1	D32	009-305-033	1721 Pine Street	41
1	D33	009-305-035	1711 Pine Street	50
1	D34	009-305-052	1705 Pine Street	65
1	D35	009-305-051	1701 Pine Street	67
1	D36	009-305-030	1706 Adams Street	65
1	D37	009-305-029	1662 Adams Street	50
1	D38	009-305-028	1652 Adams Street	50
1	D39	009-305-029	1644 Adams Street	50
1	D40	009-305-026	1636 Adams Street	50
1	D41	009-305-025	1628 Adams Street	50
1	D42	009-305-024	1624 Adams Street	50
1	D43	009-305-023	1421 Stockton Street	50
1	D44	009-305-022	1600 Adams Street	50
			Total	5,141

# of Parcels (excludes flag lots)	**79**
Average Width of Street Frontage	**65**
Current Width of 1837 Pine St.	**120.5**

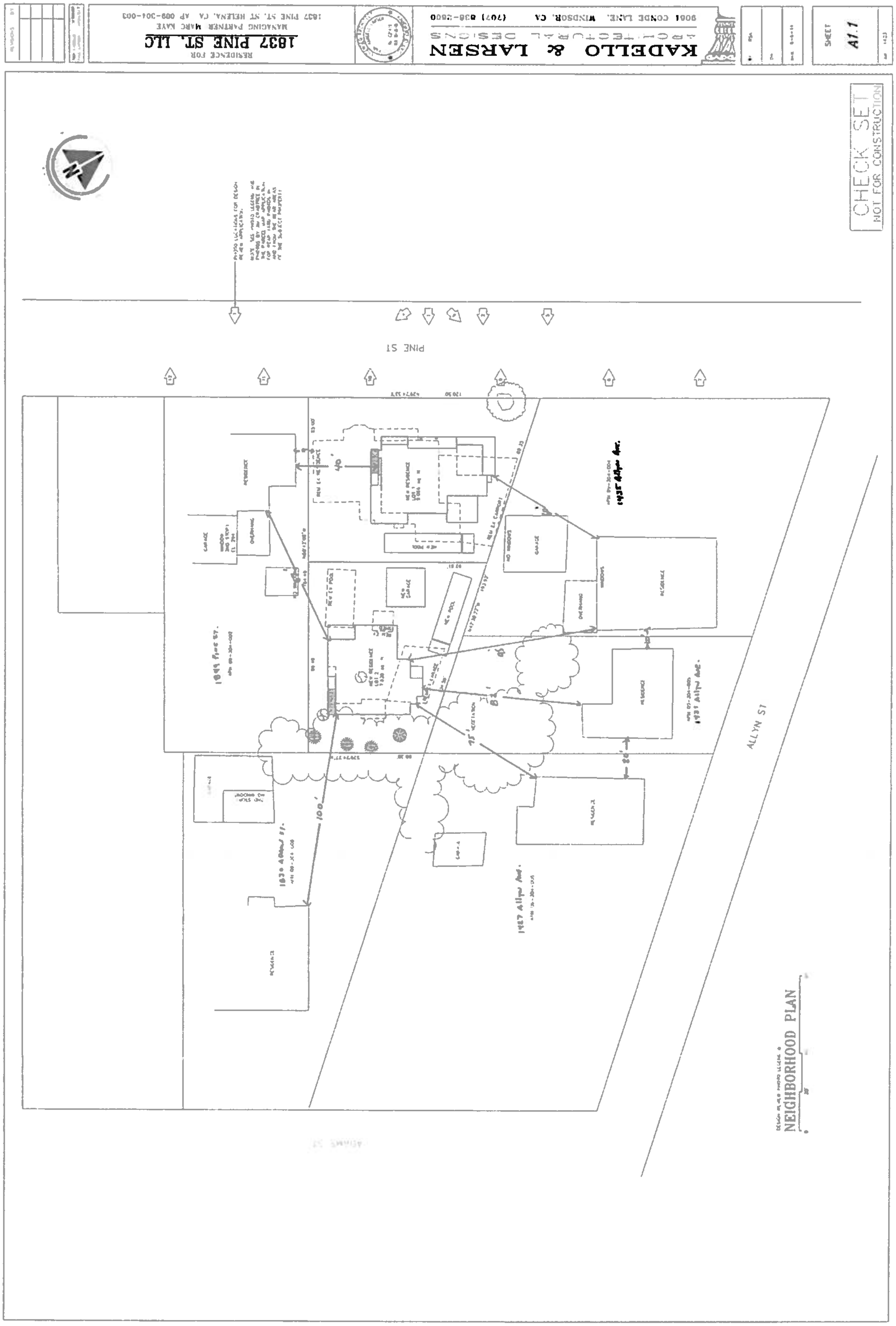

9—30
Tax Area Code 3002
FLAG LOTS
POR. RANCHO CARNE HUMANA R.M. BK. D OF PATENTS, PG. 127
MADRONA AVE.
HUDSON AVE.
PINE ST.
SCOTT ST.
ALLYN AVE.
STOCKTON ST.
ADAMS ST.
CITY OF ST. HELENA
Assessor's Map Bk. 9 -Pg.30
County of Napa, Calif.
HASTIE'S ADDN., R.M. BK. 1, PG. 82
THE WADE TRACT, R.M. BK. 1 PG. 105
THE KIRKPATRICK SUBD., R.M. BK. 18, PG. 43
NOTE: This Map Was Prepared For Assessment Purposes Only. No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.
MA 1


9-29
Tax Area Code
3002
POR. WORRELL AND WARD TRACT SUBDIVISION
R.M. BK. 1, PG. 52
RANCHO CARNE HUMANA
R.M. BK. D OF PATENTS, PG. 127
ALLYN AVE.
MADRONA AVE.
ST.
PLACE
CENTER ST
HILL VIEW
VINEYARD
SCOTT
291
292
293
294
3002
3000
REVISION DATE
4-14-92
4-9-93
8-18-94
292-12 & 13 CDCs 12-28-00
292-14 CD/MCR 12-28-00
CITY OF ST. HELENA
Assessor's Map Bk. 9 Pg. 29
County of Napa, Calif.
1954-61
APR 11 2001
NOTE—Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

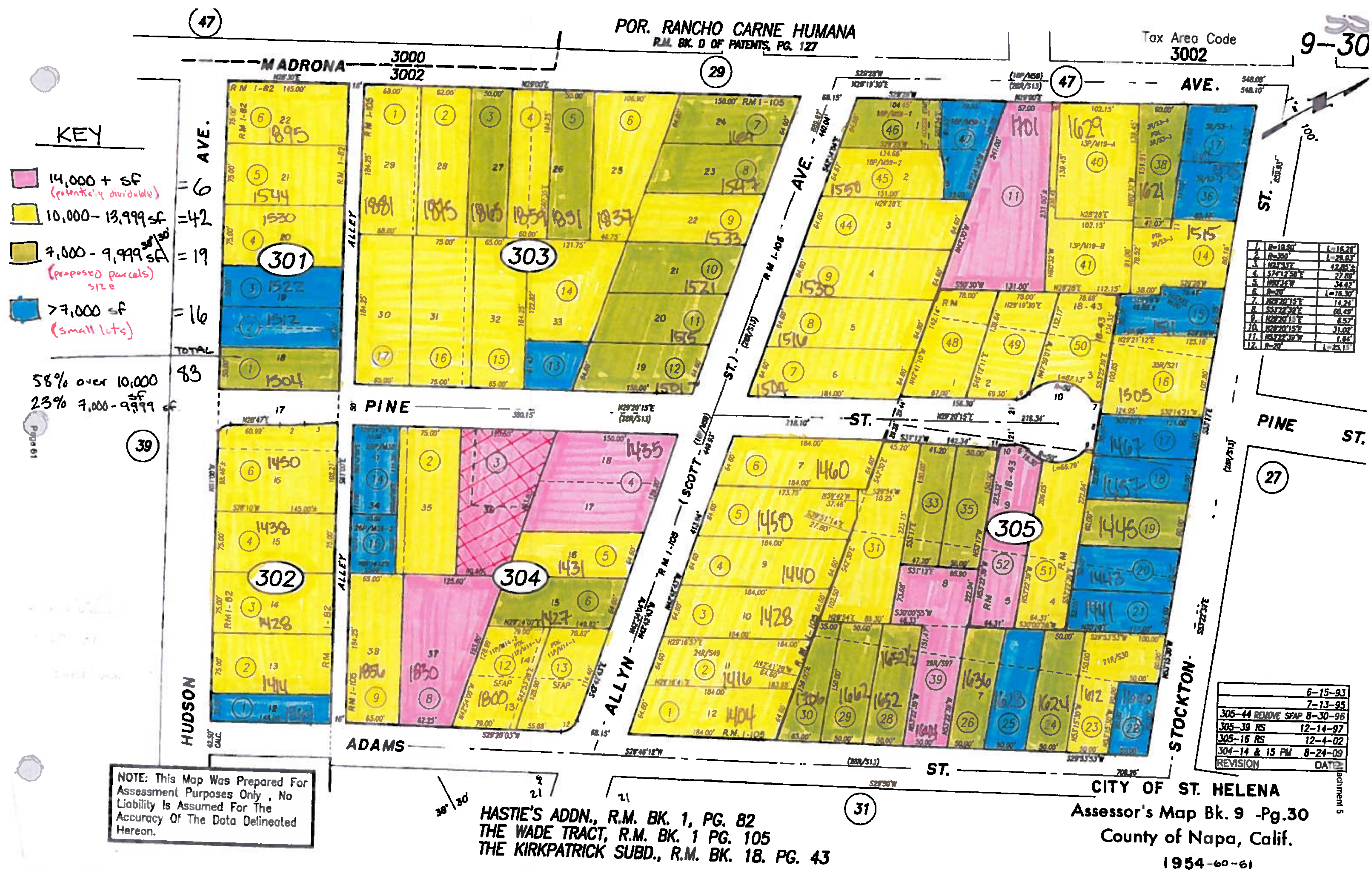
MAP 2



9-31
Tax Area Code 3002
FLAG LOTS
POR. RANCHO CARNE HUMANA
R.M. Bk D of Patents, Pg. 127
CITY OF ST. HELENA
Assessor's Map Bk. 9 Pg. 31
County of Napa, Calif.
STOCKTON ST.
TAINTER ST.
ADAMS ST.
SCOTT ST.
ALLYN AVE.
HUDSON AVE.
SPRING ST.
R.M. BK. 1, PG. 82
R.M. BK. 1, PG. 93
HASTIE'S ADD'N.
FEALEY'S ADD'N.
NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.
MAP 3


RESIDENCE FOR
1837 PINE ST. LLC
MANAGING PARTNER MARC KAYE
1837 PINE ST, ST HELENA, CA AP 009-304-003
KADELLO & LARSEN
9061 CONDE LANE, WINDSOR, CA (707) 838-0600
SHEET
A1.1
CHECK SET
NOT FOR CONSTRUCTION
PINE ST
ALLYN ST
NEIGHBORHOOD PLAN

Attachment 5



Address	Parcel Size (sf)	House Size (sf)*
1837 Pine Street (As Proposed)		
Front Parcel	7,366	2,276
Rear Parcel	7,620	2,345
AVERAGE	**7,493**	**2,311**
1832 Pine Street	4,257	607
1837 Pine Street	16,948	1,910
1842 Pine Street	11,441	2,342
1849 Pine Street	12,402	1,623
1852 Pine Street	13,832	1,590
1853 Pine Street	6,147	994
1856 Pine Street	11,532	3,804
1427 Allyn Avenue	8,245	1,456
1431 Allyn Avenue	10,102	1,057
1435 Allyn Avenue	18,550	2000
1501 Allyn Avenue	9,442	1,350
1515 Allyn Avenue	9,276	2,224
1521 Allyn Avenue	8,805	1,160
1527 Allyn Avenue	12,067	3,407
1533 Allyn Avenue	10,107	3,012
1547 Allyn Avenue	9,300	660
1659 Allyn Avenue	8,771	888
1800 Adams Street	10,063	2,828
1830 Adams Street	17,306	2,840
1856 Adams Street	10,148	1,550
1864 Adams Street	4,793	944
1414 Hudson Avenue	11,685	660
1428 Hudson Avenue	9,413	3,006
1438 Hudson Avenue	11,427	1,557
1450 Hudson Avenue	14,133	3,042
1504 Hudson Avenue	7,294	643
1512 Hudson Avenue	7,115	950
1522 Hudson Avenue	6,939	974
1530 Hudson Avenue	10,432	3,606
1895 Madrona Street	11,394	2,088
1881 Madrona Street	12,728	2,228
1875 Madrona Street	11,878	844
1865 Madrona Street	9,236	1,215
1859 Madrona Street	10,025	2,287
1851 Madrona Street	9,173	1,504
1837 Madrona Street	13,533	1,400
AVERAGE	**10,554**	**1,785**

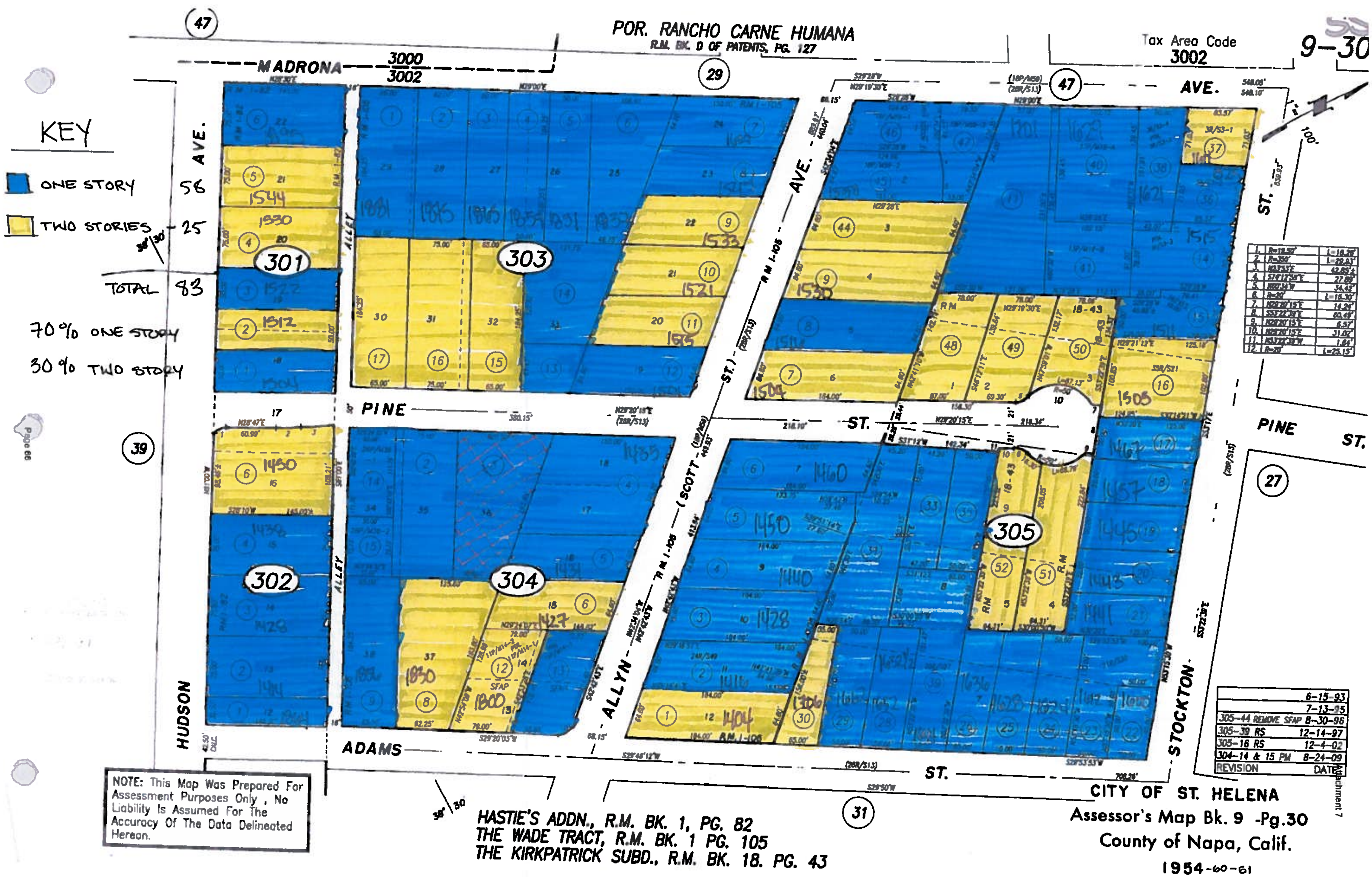
*Does not include garage space as garages vary in size and have a 200-sf exe

Note: 1853 Pine Street (4,000-sf lot) and 1405 Allyn Ave. are not included in
undeveloped and would therefore bias the analysis. 1544 Hudson is also omi
available.
SOURCE: Napa County Assessor's Office: September 4, 2014.

Floor Area Ratio (F.A.R.)
0.31
0.31
0.31
0.14
0.11
0.20
0.13
0.11
0.16
0.33
0.18
0.10
0.11
0.14
0.24
0.13
0.28
0.30
0.07
0.10
0.28
0.16
0.15
0.20
0.06
0.32
0.14
0.22
0.09
0.13
0.14
0.35
0.18
0.18
0.07
0.13
0.23
0.16
0.10
0.17

mption.

this analysis as they are
tted as no house size information is


9-30
Attachment 7
POR. RANCHO CARNE HUMANA
R.M. BK. D OF PATENTS, PG. 127
Tax Area Code
3002
3000
3002
MADRONA
AVE.
PINE
ST.
ALLYN
(SCOTT
ST.)
AVE.
ADAMS
ST.
STOCKTON
ST.
HUDSON
ALLEY
ALLEY
301
302
303
304
305
KEY
ONE STORY 56
TWO STORIES 25
TOTAL 83
70% ONE STORY
30% TWO STORY
NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.
HASTIE'S ADDN., R.M. BK. 1, PG. 82
THE WADE TRACT, R.M. BK. 1 PG. 105
THE KIRKPATRICK SUBD., R.M. BK. 18. PG. 43
CITY OF ST. HELENA
Assessor's Map Bk. 9 -Pg.30
County of Napa, Calif.
1954-60-61
6-15-93
7-13-95
305-44 REMOVE SFAP 8-30-96
305-39 RS 12-14-97
305-16 RS 12-4-02
304-14 & 15 PM 8-24-09
REVISION DATE

Victor Carniglia

From: Lynda Burton <burtonfamilylaw@gmail.com>
Sent: Tuesday, August 12, 2014 1:17 PM
To: Victor Carniglia
Cc: Lynda Burton
Subject: PL14-024

Dear Planning Commission,

Thank you for the notice of the request by MDK Homes to subdivide 1837 Pine Street into two separate parcels.

I reside at 1501 Allyn Avenue, across the street for the subject property. I will be out of town and unable to attend the August 19th meeting when this matter will be considered.

I am, therefore, sending this email to register my strongest possible objection to the proposal. Not only will the addition of a second dwelling add to our already overburdened water supply, but such a plan will detrimentally impact the character of the neighborhood.

I was born in St. Helena and raised in the house on Allyn Avenue where I now reside. Obviously there have been many changes in town and in our neighborhood. To their credit, many of the newer residents have taken great pains to build or enlarge the older homes while respecting the qualities that drew them to St. Helena in the first place. Unfortunately, this proposed project at 1837 Pine Street does not appear to be one of them.

Thank you for your careful review of this project.

Lynda M. Burton
Attorney at Law
Telephone: 707.963.4093

Aaron Hecock

From: Michael Bothwell <mal.bothwell@gmail.com>
Sent: Tuesday, August 12, 2014 10:33 PM
To: Aaron Hecock; m.bothwell@sbcglobal.net
Subject: 1837 Pine St.

To Whom It May Concern,

I am a 16 year resident of St. Helena (8 years at 1504 Hudson Ave and 8 years at 1431 Allyn Ave). It is my understanding that the lot 1837 Pine Street has been sold to a developer with plans to split the lot and build two 2 story homes on the lot.

I am writing to object the approval of this plan. One of the great attributes to the West side of St. Helena are the large spread out lots. These lots give neighbors space and privacy to enjoy where they live. Splitting the lot and building 2 story houses on one designed lot destroys what is so great about these neighborhoods. You now have crammed two homes onto one lot eliminating the feeling of space and a peaceful environment. The 2 story homes will now rise above my fence line and any form of backyard privacy I've had in the past is gone. Over the years I have enjoyed my views of the Western hills from my bedroom window. Development of 2 story homes on the lot directly behind me will eliminate my views of the hills, changing the aesthetics of my home forever. Once plans of this kind are approved it sets a precedent for future developers to refer to. If it was done at 1837 Pine St. why can't it be done elsewhere. It is approval of these types of plans that will change the beauty and face of St. Helena.

I ask you please reconsider approving these plans for hopes of preserving a beautiful, peaceful and spacious St. Helena. Thank you for your consideration. If you would like to talk with me further regarding the matter please feel free to call: 967-8632.

Sincerely,
Michael Bothwell
Resident 1431 Allyn Ave.

Sent from my iPad

Aaron Hecock

From: Randy Chase <rbchase4@gmail.com>
Sent: Wednesday, August 13, 2014 12:16 PM
To: Aaron Hecock
Subject: proposed development of 1837 Pine St.

We are the owners of 1431 and 1435 Allyn Ave the two properties adjacent to the subject property on the east side. We also own 1438 and 1504 Hudson well within the 300 ft. radius in question. Our family has owned these properties for 3 generations (almost 100 years) and are opposed to the proposed development for various reasons.

The proposed lot split and use permit would allow for two large 2 story homes along our back fence. This would effectively and forever eliminate any and all privacy in our backyards.

The ability to enjoy our own backyards with a reasonable expectation of privacy would no longer be the case .Both new homes would have a commanding view of any and all activities on our properties. Instead of enjoying an awe inspiring mountain view that we now have,we will have a view of 2 large 2 story houses and their inhabitants watching over us from above. We're not sure how this will increase our families quality of life. The appeal and value of our properties will be compromised and cost us not only our tranquility but reduce the future enjoyment, appeal and value of our properties, putting our substantial investment at risk.

We rent 3 of our properties at rents well below even what St. Helena considers affordable housing rates. Our tenants are all long term citizen of our beautiful city but can only live here because of our low rents. Their views and privacy would also be effected. Our future ability to rent these properties would be reduced when we could no longer offer the views and privacy a single family should provide. For these reasons alone a lot split and use permit should be denied. Our neighborhood consists mostly of modest older bungalows and ranch style single level homes on large lots. Allowing two large two story homes with two additional rental units and pools on smaller high density lots is not consistent with the look, feel, character and design of the neighborhood. It only makes sense and fits in if you are a developer trying to maximize your profit with no regard for the effects on others as long as it doesn't adversely effects your bottom line. The planning commissions own stated objective is to preserve and protect our neighborhoods and protect us from unwarranted non conforming development which is what is being proposed.

Replacing a single family home with two larger homes and two rental units is a seriously faulty plan. As it always seems, St.Helena is in a Phase 1 water emergency and barely escaped another round of rationing. Whereas the city is restricting water use, water conservation is mandated, everyone's landscaping is dead or dying from lack of water and we are constantly urged to save as much water as possible. When a large percentage of existing homes are not primary residences and vacant most of the time, St.Helena still cannot provide enough water for full time residents. If all the existing homes were occupied full time where would all that additional water supply come from. Are the existing citizens suppose to completely do without to provide additional water for these new homes. In a city with an inadequate water supply these people think its perfectly reasonable to add more residential customers and two more swimming pools. They can justifying it by saying we're water neutral, our development won't use any additional water. By paying a fee, adding it to the price of the house(a cost of doing business) and let the city provide the extra water needed for three additional housing units, landscaping and swimming pools now and in the future this way their helping the city and being good citizens. Paying into a mitigation fund doesn't provide one additional gallon of water for my family. The city couldn't provide water to fill a new public pool for all its citizens, but we should provide whatever water is needed so a developer's spec home is more desirable ensuring a higher profit. Sure they'll truck in water to fill the pools the first time then as everyone knows the pool which is suppose to be use outside water sources will be kept filled with city water from the hose. Paying a fee doesn't justify or excuse your poor judgement commonly referred to as immoral, self centered, egotistical behavior.

At some point we the citizens of St.Helena have to make a decision, do we stand up for whats right morally and treat each other as equals and have a stake in whats happening in our city and preserve it or do we let these with the most money and influence dictate the look and direction of our community. Do we want the friendly small town like we use to have or are we going to allow them to continue turning us into another Carmel or Marin because were are almost there. Do we want to live in a small town , a tourist trap, or an enclave for the ultra rich. Do we want or need more people whose way of dealing with problems or getting things done their way is always let me write you a check how many zeros do you need.

In discussing this proposal with our neighbors (the ones we could contact, most knew nothing about it) they are against the proposal. We received our postcard on August 9th and have to respond by the 15th. No plans or information will be posted on the city website until the last day to respond. If you;re out of town or not paying close attention it is almost impossible to make an informed decision without making a special trip or taking time off work to physically go to city hall. We have asked ourselves whats the big hurry to get the entire project approved all the permits and reviews at one meeting with little or no notice? Answer maybe know one will notice and we can get this finished before anyone notices or has a chance to see any of the information or oppose it Objective get this ill conceived approved before anyone realizes whats happen. This already occurred across the street and now we have as the building dept. calls it a spaceship, nobody received any notice and their remodel was a complete tear down we are now stuck with an ultra modern monstrosity on our block. The property is a eyesore that everyone hates. If your commission does not out right reject all aspects of this proposal as it should we are at least asking for a delay so that everybody has a chance to at least see to plans and has the opportunity for input and comment.

RANDALL AND BERNADETTE CHASE

Aaron, Claire, Tosca and Izzie Pott
1849 Pine Street
Saint Helena, CA 94574

August 14th, 2014.

To the members of the Planning Commission for Saint Helena, concerning proposals for property development at 1837 Pine Street.

Dear members of the planning committee,

We bought and moved in to our home at 1849 Pine Street a year ago (from around the corner at Stockton street where we had lived for the previous 5 years). We were delighted with the house; a 1700 square foot "un-remodeled" (and thus affordable) mid-century single level home with 3 bedrooms and 2 baths, perfect for a family with two young kids to bang around in. Even better, we have a lovely big yard which the kids play in constantly. There are always 2 or 3 projects going on back there: a tree house, a trampoline fort, fairy houses, a chicken maze, something involving a Barbie in a roller skate and ramps of old drainpipe. ... you name it.! And in the evenings we love to sit in the yard and admire the views to the south east and west. We can see dozens of trees and treetops stretching as far as the redwoods at the Elementary school to the east of us.

Until now, the only drawback with this house was the lack of neighbors, particularly other children for our kids to share this yard with. On our street, 3 of the other 6 houses are weekend homes.

When the home similar to ours next door at 1837 Pine Street came up for sale we told everyone we knew, hoping that we could entice another family to move in even though the price was well over a million (because of it's "potential"). So, when we heard it sold to a local family we were excited. But recently our hopes were dashed; the owners met with us last week and showed us their proposal to split the lot next door and build a 2500-3000 square foot house on each new parcel, both of which will be 2 stories high[1]. They told us that both these houses will be "spec" homes with very high end finishes and each of which they anticipate selling for around $1000 dollars per square foot. If any of our local family friends couldn't afford the original house, then they certainly won't be able to afford either of the new ones.

The size of these houses in each case is the "maximum" allowed under the FAR rule, and once the required driveways and garages are put in - and of course the obligatory 'pool' - it's hard to see how there will be any room for any kind of usable or enjoyable private yard. But hang on a minute, these houses are bigger even than that: turns out that the 'guest units' that each home includes are in fact, "officially"

[1] Please refer to my photos and artists rendering of our view before and after attached.

affordable housing units – so what we are facing is in fact not two, but FOUR houses being built next door. Something tells me it is highly unlikely that either of these "affordable" units will ever be truly available to local people.

We therefore hereby formally submit our objection to this project on the grounds that:

a. The lot split would require a flag lot - the driveway for which would go right past our bedroom window and along the side of our house (which is set very close to the property line on that side)
b. Our block was originally characterized by modest, predominately single level homes on large lots. This project would radically change the character of the neighborhood by changing the density and could lead to a domino effect of other homeowners selling out and doing the same – so we end up marooned in a demographic desert of homes suitable only for weekenders.
c. The houses to be built in the rear would entirely obliterate our eastern views
d. Portions of both units of the rear house will have second floor windows that peer right down in to our back yard – destroying our privacy. Particularly the affordable unit which has no perceivable outdoor space except for the stairway leading up to the front door which is on our side and ten feet from our fence.
e. This project will require the use of at least 4 times the current water usage of the present house. Much of the proposed landscaping is very thirsty and non-native.
f. Neither of the homes proposes the use of any recycled or reclaimed materials, or sustainable resources.
g. The position of the sun has not been taken in to account; the rear home has a western facing two-story window which will just flood the house with heat on sunny afternoons (we have a small window that faces the same direction and we have to have it blinded all the time). And potentially the glare from those windows will shine in to our yard.
h. The designation of the two guest units as affordable housing is just a cynical ploy – and affects precisely the inverse of what the policy is supposed to achieve.

Thank you for considering our comments, we look forward to seeing you at Tuesdays meeting to discuss this further. Sincerely,

The Pott Family

Attachment 8

Attachment 8

Aaron Hecock

From: Jeannie Moretti <jeanimor@yahoo.com>
Sent: Thursday, August 14, 2014 4:54 PM
To: Aaron Hecock
Cc: Victor Carniglia
Subject: PL14-024

Dear Sirs,

I am writing to you because I am unable to attend the Planning Commission Meeting on 8/19/14. I own the property (1832 Pine St.), directly across from this proposed project.

I assumed that once the site at 1837 Pine St. sold that it would be very likely that the home and outbuildings would be demolished to make room for a new residence. That is no surprise.

BUT, creating a flag lot and TWO!! 2-story residences on 2 new parcels is too much. It is the 2-story structures that I oppose the most. They would be towering over adjacent yards and homes--infringing on privacy. What is the need for a flag lot, anyway? Seems uncessary since there is wonderful street access.

.

I love the open and spacious view from my little house where I can even see tall trees in the distance. The thought of looking out at two large structures is repugnant to me. The is a quiet, quaint little St. Helena street.--the kind that attracts newcomers BECAUSE of it's quiet, sweet charm. Please do not allow 2 big clunkers to shoot up, simply because the parcels can accomodate them being squeezed in.

CAN these structures be accommodated? -what about the dire situation of WATER?? The news of water shortages and the drought in CA is well-known, even on the national level. Why would this proposed new development even be considered at this point in time.

Please note that I used the word "development". On this little street, that is what this proposed project is.
I implore you to ask for revisions to the original plan submitted to you--the main one being to block 2-story structures. I would even go as far as to limiting it to one residence. Also, please no pools.

I thank you for all that you do in trying to maintain the balance between investment and the integrity of our wonderful town. I'm curious, though. How did the plans for 1842 get approved????? A bit out of place, don't you think?

Sincerely,

Jeannie Moretti (owner -- 1832 Pine Street)

From: Jake Scheideman <jake@sthelenacyclery.com>
Date: August 19, 2014 at 1:02:33 PM EDT
To: "matthewh@cityofsthelena.org" <matthewh@cityofsthelena.org>
Subject: Pine St Application

Hi Matt,

I'm not in town tonight for the Commission meeting, but wanted to voice my strong opposition for this proposed building project by MDK Homes on Pine St. This is nothing more than a home to be used as a "VRBO/Airbnb" rental in our residential neighborhood. Already the weekend parties by renters and 2nd homers is impacting our quality of life in the area.

Our city is changing rapidly, less full timers and more renters or weekenders who have no responsibility or respect to our neighborhood or city. I am delivering bikes to more and more of these "converted" single family homes - used solely as vacation units for large groups. At night I hear more and more parties from homes without full time residents.

While you might not have control of these "conversions" you surely have control of a planned project and micro development and lot splits in a family and residential neighborhood. Another example of the wrong type of development and adding nothing to our community....yet taking away more and more.

While I will not be there tonight, I strongly protest the approval of this application to split the small lot and develop more vacation units in our small city.

Sincerely,

Jake Scheideman
St Helena Cyclery
707-483-3852

TO THOSE WHO CARES ABOUT ST. HELENA —

I AM PUTTING PEN TO PAPER AS I THINK IT CONVEYS THE FEELING I WANT THIS LETTER TO REPRESENT. NO COMPUTER, NO EMAIL, NOT EVEN A TYPEWRITER, A HAND WRITTEN LETTER. I HAVE LIVED IN SAINT HELENA FOR 14 1/2 YEARS NOW AFTER MOVING FROM A "BIG" CITY LOS ANGELES. I HAVE BEEN LUCKY ENOUGH TO RENT A HOME, FIRST ON ALLYN STREET FROM THE BROVELLI'S AND NOW FROM THEIR DAUGHTER & SON-IN LAW THE CHASES ON 1438 HUDSON. FROM THE START IT WAS A VERY LOVING & CARING NEIGHBORHOOD. PEOPLE HELPING PEOPLE, CARING ABOUT WHAT MIGHT AFFECT THEIR NEIGHBOR AND COMMUNITY. I LOVE THE FACT THAT MOSTLY THERE ARE ONE STORY HOUSES ALLOWING EVERYONE TO HAVE A VIEW OF THIS BEAUTIFUL VALLEY. SPLITTING A LOT AND PUTTING 2 TWO-STORY HOMES ON OUR LITTLE BLOCK WILL IMPACT NOT ONLY VIEWS FOR MANY PEOPLE, BUT ALSO THEIR

PRIVACY. I FEEL A BEAUTIFUL ONE STORY HOME COULD BE BUILT TO ENJOY JUST AS MUCH AS A 2 STORY HOME. I'M NOT SURE WHO IS BUILDING THESE HOMES, OR IF THEY EVEN LIVE HERE, BUT I WOULD LIKE TO KNOW HOW THEY WOULD LIKE TO LIVE NEXT DOOR TO WHAT THEY PLAN TO BUILD. ITS FUNNY, PEOPLE MOVE HERE BECAUSE THEY LOVE THE QUAINTNESS AND SMALL TOWN FEELING, ONLY TO BUILD A HOME THAT IS TOO BIG FOR A LOT. I THINK ST. HELENA CAN MOVE FORWARD WITH MORE OF AN OVERALL VISION OF PROGRESSING BUT KEEPING THE QUAINT FEELING AND CARING ABOUT YOUR NEIGHBORS THAT WE'VE ALL GROWN TO LOVE.

Thank you

MEGAN DICKERSON
1438 HUDSON AVE
1834 ALLYN ST.
ST. HELENA, CA 94574

SEBASTIAN LANE
1414 HUDSON AVENUE
ST. HELENA, CA 94574
707.328.8207 TEL
SEBASTIANLANE@
GMAIL.COM

September 2, 2014

Planning Commission
City of St. Helena
1480 Main Street
St. Helena, CA 94574

RE: Subdivision of 1837 Pine Street

Dear Commissioner:

I reside at 1414 Hudson Avenue, approximately 150 feet from the proposed lot split and development of two spec houses. I am writing to strongly oppose the application, to urge you to listen to the many voices from the neighborhood, and deny it.

The project is not consistent with the General Plan. The project as proposed is in no way consistent with the scale and character of our older residential neighborhood. If it were, you would not see the nearly unanimous opposition from those that reside in close proximity to the project. One new residence would be consistent with the neighborhood and General Plan, but two is not.

While the Applicant/Developer has every right to do business and make a profit, their ownership is highly temporary. The opposition that is voicing its collective concern is comprised of the permanent residents whom will have to live with whatever is ultimately approved on the property. The Developer's motivation is to get the biggest project with the most possible profit approved, which also leaves the permanent residents with the biggest impact to our neighborhood. The Developer makes the profit, but the residents bear the long term expense.

The tax records indicate that the existing home located on the parcel is 1910 square feet. I understand the Application to ask for 5404 square feet of new residences under roof, plus garages, plus pools. This is a massive increase of new buildings, pools, and infrastructure. It is inconsistent with the neighborhood, which is why the neighborhood opposes it.

SEBASTIAN LANE
1414 HUDSON AVENUE
ST. HELENA, CA 94574
707.328.8207 TEL
SEBASTIANLANE@
GMAIL.COM

Please listen to the strong voices of the permanent residents in the neighborhood opposing this project in its current form. We live in our homes full time, we send our children to St. Helena schools, we shop in St. Helena, we vote in St. Helena, and we intend to stay in St. Helena.

This project, as currently planned, will have a permanent negative effect on our neighborhood. I urge you to please deny it and urge the Applicant to build one residence, make a modest profit, and preserve the character and integrity of the neighborhood that we live in.

Regards,

Sebastian Lane

Chair Matthew Heil
City of St. Helena Planning Commission
1480 Main Street
St. Helena, CA 94574

RE: 1837 Pine Street Subdivision

Dear Chair Heil,
We are the Pott family and reside at 1849 Pine Street. Our family is the adjacent neighbor to the west of the proposed subdivision and project development located at 1837 Pine Street in St. Helena ("Project"). The Project proposes to demolish a single story ranch style house, and split the existing 16,686 square foot lot into two lots. The subdivision would create a 9,066 square foot lot and a 7,620 square foot lot.

On the 9,066 square foot lot, the applicant proposes to build a 2,276 square foot two story house, with a guest unit of 383 square feet, a 400 square foot garage, and a swimming pool.
On the second parcel, which is a flag lot, the applicant is proposing to build a 2,345 square foot two story residence, a 400 square foot detached garage, plus a swimming pool.
Both of the parcels are proposing to build structures that maximize the Floor Area Ratio ("F.A.R.") allowed in Medium Density Residential Zoning in the City of St. Helena.
Since the applicant is asking to split an existing lot, demolish an existing ranch house and build two extremely large two story houses that push the limits of the allowable Floor Area Ratio, we have several concerns regarding the Project as it currently stands, which we will discuss in this communication.

Inadequate Environmental Analysis:

The staff report for the Project states that, "*Section 15315, Class 15 addresses the proposed lot split which provides for the division of property in urbanized areas zoned for residential use into four or fewer parcels when the division is in conformance with the General Plan and zoning*." If the Project is analyzed in its entirety, we believe there are several aspects of this Project that are in stark contrast to the City of St. Helena General Plan, and at the very least additional environmental analysis is required to determine how significant the Project impacts will be on the neighbors, the surrounding environment, and the city as a whole.

Inconsistencies with the City of St. Helena General Plan:

There are several sections of the City of St. Helena 1993 General Plan that discuss preserving and protecting the character of St. Helena when analyzing new projects.

In Section 4.0, the Community design element, some of the Community Character Concepts are:

"The special nature of St. Helena should be protected and carefully enhanced. This means that the pattern of development and streets, and the design of sites and structures should be sympathetic and complementary to historic and distinctive neighborhoods of the city"

Section 4.3.4 states *"Strengthen community identity by appropriate building design, size, and site landscaping."*

Section 4.3.5 states *"Require future residential development to conform to the pattern and density of older, neighboring areas of town in order to complement existing town character...."*

Also, there is a guiding policy in the Residential Section 2.6.15 which states:

"Encourage new residential development in all density ranges that is consistent with the scale and character of the older districts of the City, particularly the neighborhoods west of Main Street"

These General Plan sections use the specific words: **protect, enhance, sympathetic, complement, strengthen, and conform**, in regards to how a new project is supposed to interact with the existing neighborhood and community. With this subdivision development, the applicant is proposing to build a Project that entirely contradicts these principles, and fails to consider the surrounding neighborhood in the Project's design.

The applicant is proposing to build several over-sized two story structures that push the limits of the Floor Area Ratio for the parcels. With this Project, the applicant is solely focused on maximizing their profits, without any concern for enhancing the character of the community or conforming with the "special nature of St. Helena".

Here is a table showing the average FAR for each of the housing blocks defined in the map of our 'neighborhood" (data based on property tax records derived from homes.com)

Housing block map ref (see staff report)	Average lot size
A block	9543
B Block	10275
C Block	11219
D Block average	9781

Block C is the block in which the proposed development site sits. The proposed development will result in one lot of 9066* square feet and one of 7620 sf.

*Note that the useable area of the front lot is diminished to 7366 due to the utility and access easement to the rear parcel.

Under the analysis for the Use Permit the staff report admits that the lot split will result in two parcels that:

1. Are **below/well below** the average parcel size in the immediate area.
2. Are 2 story homes that push the maximum limit for their FAR in an area that is a mix of one and two story homes at a much lower intensity and F.A.R.
   Here is a table I drew up of the FAR of each home currently on our block:

Address	Map ref.	Lot size	Home size	FAR
1853 Pine	c1	6098	994	16.3
LOT	c2	3920	0	0
1849 Pine	c3	12197	1623	13.3
1435 Allen	c4	18731	2000	10.6
1431 Allen	c5	10019	1057	10.5
1427 Allen	c6	8276	1456	17.9
1405 Adams	c7	10019	0	0
1800 Adams	c8	10019	2828	28.2
1830 Adams	c9	17424	2840	16.3
1856 Adams	c10	10019	1550	15.8
1837 Pine	c11	16686	1910	11.4

The red area shows the other split lot on our block and the FAR of the resulting parcels. The area in blue is the property under proposal, showing the FAR of the current structure. **Only one house exceeds 20% FAR and none at all exceed 30%.**

I believe the maximum allowed FAR in St. Helena MR is 33%. According to the proposal the FAR of the rear parcel will be precisely the absolute maximum allowed 33.4% and that of the front parcel also precisely the maximum allowed According to my calculations **there are NO other houses in the entire region that approach anywhere near such density – it is most certainly NOT the norm for the neighborhood.**

Here is a table showing the lot size for each house, and a calculation of the FAR for every house that is as small or smaller than the proposed rear lot.

Map ref.	lot size	Sq ft house	FAR
D3	10890		
D4	10890		
D5	10890		

D6	12197		
D7	10890		
D8	10890		
D9	12197		
D10	10019		
D11	11761		
D12	11326		
D14	22216		
D15	13068		
D16	12197		
D17	7841		
D18	6098	835	13.7
D19	5663	805	14.2
D20	10019		
D21	11761		
D22	10019		
D23	10890		
D24	6534	1255	19.2
D25	12632		
D26	6098	1203	19.7
D27	6534	1468	22.46
D28	7405	1292	17.4
D29	6543	1046	15.9
D30	6098	1036	16.9
D31	13504		
D32	7841		
D33	7405		
D34	15246		
D35	13068		
D36	7841		
D37	7405	1181	15.9
D38	8276		
D39	14810		
D40	7841		
D41	6970	1220	17.5
D42	7405		
D43	10890		
D44	4356	940	21.5
AVERAGE LOT SIZE of BLOCK	9781.5		
B1	12632		
b2	11761		
b3	9148		
b4	10019		

b5	9148		
b6	13504		
b7	8712		
b8	9148		
b9	10019		
b10	8712		
b11	9148		
b12	9583		
b13	11326		
b14	13939		
b15	11326		
b16	12197		
b17	4356	607	13.9
AVERAGE	10275		

Map ref.	Lot size	Home size	FAR
c1	6098	994	16.3
c2	3920	0	0
c3	12197	1623	13.3
c4	18731	2000	10.6
c5	10019	1057	10.5
c6	8276	1456	17.9
c7	10019	0	0
c8	10019	2828	28.2
c9	17424	2840	16.3
c10	10019	1550	15.8
c11	16686	1910	11.4
AVERAGE	11219		

a1	11326		
a2	10454		
a3	10454		
a4	6970	974	13.9
a5	6970	950	13.6
a6	7405	643	8.8
a7	13939		

a8	11326		
a9	9583		
a10	11761		
a11	4792	944	19.6
AVERAGE	9543		

Further considerations:

- If the house on the rear lot is built as proposed we will entirely lose our views of the eastern trees and hills

- Both houses incorporate huge, two story windows which face respectively south east and north west. I am concerned that they are a design mistake that will result in a much lower efficiency rating; I have a small window that faces north west and I have to keep it blinded all afternoon to prevent a solar oven forming inside my house.

- There is also a risk of reflective glare in to neighbor's yards from such large windows.

- These houses are not being constructed by a family for their own use, this is only a speculative business venture seeking to maximize profit for the developers, while passing on hidden costs (degradation of privacy, views, neighborhood character) to the neighbors left behind.

We believe that this Project completely contradicts the intent of the 1993 General Plan, and therefore the Categorical Exemption may not be used for this Project.
Without further environmental analysis, the applicant, the planning staff and the Planning Commission are not properly reviewing the visual, noise, traffic, and light pollution impacts that this subdivision could create.
Without a proper and in depth California Environmental Quality Act analysis, the Planning Commission is operating without knowing all of the potential environmental impacts.

Conclusion:
This Project does not conform to the character of the community. The Project proposes a subdivision, two oversized two story houses which push the limits of the Floor Area Ratio, plus a flag lot. If this Project is approved as proposed , the only party that would benefit from the project is the developer/applicant. The rest of

the community and the City of St. Helena, would be left with two over impacted lots, which fail to fit in with the character of the existing community.
In this letter, we have provided you with several areas of the General Plan which aim to prevent this type of overdevelopment in St. Helena. Please follow the guiding principles of the General Plan, and deny this proposed Project.
Sincerely,

Aaron and Claire Pott

DELTA CONSULTING & ENGINEERING
OF ST. HELENA

THEORETICAL
WATER USE REPORT

FOR THE

PINE STREET RESIDENCE

LOCATED AT

1837 PINE STREET
ST. HELENA, CA 94574

COUNTY: NAPA

INITIAL SUBMITTAL: MAY 16, 2014

PREPARED FOR REVIEW BY:
CITY OF ST. HELENA DEPARTMENT OF PUBLIC WORKS
1480 MAIN STREET
ST. HELENA, CA 94574

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TABLE OF CONTENTS

I. BACKGROUND & INTRODUCTION

The Pine Street Residence is in the City of Saint Helena at 1837 Pine Street and is proposing to demolish an existing three bedroom residence with a swimming pool, obtain a tentative parcel map to divide the property in half, and propose a four bedroom residence and swimming pool on each property for a total of two swimming pools and two four bedroom residences. In order to be compliant with the City of Saint Helena's current definition of 'Safe Water Yield', the development is required to be water neutral. This means the post-construction water use of a property must be less than or equal to the pre-construction water use.

This report discusses the existing and proposed internal water demand for the project, with a focus on water reduction measures.

II. WATER-USE ANALYSIS

A. Baseline Water Use

1. External Water Use

For this project, the external water use will be the existing swimming pool and the existing landscaping. Per request from the City of St. Helena's Public Work department, the swimming pool evaporation loss is calculated at 0.5% daily volume loss from the total pool volume. The pool area is 431 feet and is assumed to have an average depth of 4.5 feet for a total volume of 1,958 cubic feet. The swimming pool's evaporation loss is 0.5% of 1958 cubic feet which is approximately 73 gallons per day.

The existing landscaping is approximately 431 square feet based on survey measurements. The landscaping uses drip irrigation and per calculations in appendix B, the daily water use for the drip irrigation is 7 gallons per day. The total existing external water use is from the swimming pool and the landscaping drip irrigation system which is approximately 80 gallons per day.

2. Internal Water Use

The existing domestic water flows for the property are derived within the existing three-bedroom residence. According to the current St. Helena Water Policy, the existing internal baseline flow for the property are able to be estimated using the Napa County Department of Environmental Management (NCDEM) Regulations for Design, Construction, and Installation of Alternative Sewage Treatment Systems. These regulations specify the demand effluent flow for a residence as 150 gallons per day per bedroom. See the table below for the annual baseline water use:

ESTIMATED INTERNAL WATER USE

	Gallons		Acre Feet
	Daily	Annual	Annual
Internal	450	164,250	0.51
Total	**450**	**164,250**	**0.51**

Based on the above table, the existing internal water use is approximately 450 gallons per day or 0.51 acre-feet of water per year.

3. **Total Baseline Water Use**

The total external water use is approximately 80 gallons per day and the internal water is approximately 450 gallons per day. Therefore, the existing baseline water use is 530 gallons per day or 0.60 acre-feet of water per year. See the table below for a summary for the existing baseline water use for the property.

ESTIMATED BASELINE WATER USE

	Gallons		Acre Feet
	Daily	Annual	Annual
External	80	29,187	0.09
Internal	450	164,250	0.51
Total	**530**	**193,437**	**0.60**

B. Proposed Water Demand with Water Reduction Measures

1. **External Water Use**

Two swimming pools and a landscaping drip irrigation system are proposed. The swimming pool's evaporation loss is calculated at 0.5% daily volume loss from the total pool volume in a similar process as the existing swimming pool. The two swimming pool areas are 425 square and 465 square feet and are assumed to have an average depth of 4.5 feet for a total volume of 4,005 cubic feet. The total swimming pool evaporation loss is 0.5% of 4,005 cubic feet which is approximately 150 gallons per day.

After reviewing the Pine Street Residence plans prepared by Architect Kadello & Larseon and Landscape Architect Phil Manoukian & Associates found in Appendix A, the proposed landscaping is approximately 5,600 square feet. Based on the calculations in Appendix B, the estimated proposed landscape irrigation water use is 56 gallons per day.

By proposing the two new swimming pools and the landscaping drip irrigation system, the external water use will increase by 206 gallons per day.

2. Internal Water Use

The Pine Street Residence proposes to install low flow water efficient fixtures and appliances in both of the proposed residence's bathroom and kitchen faucet to help offset the increased water usage. See Appendix C for more information on the low flow water efficient fixtures being proposed. This report estimates that 2-person will occupy each bedroom for a total of sixteen persons living in two four bedroom residences. Utilizing water efficient fixtures and technology in the proposed residences, the daily and annual water demands for the residences after construction is complete is able to be estimated as follows:

PROPOSED RESIDENCE DAILY WATER USE

	Quantity	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
Low Flow Toilet	1	1.28 gal		3	16	61 gal	22426 gal	0.51 af
LowFlow Lavatory Faucet	1	1.5 gpm	0.25 min	3	16	18 gal	6570 gal	0.15 af
Low Flow Kitchen Faucet	1	1.5 gpm	4 min	1	16	96 gal	35040 gal	0.80 af
Low Flow Shower Head	1	1.5 gpm	8 min	1	16	192 gal	70080 gal	1.61 af
Bath	1	22 gal		0.1	16	35 gal	12848 gal	0.29 af
Clothes Washer	1	12 gal per load		0.37	16	71 gal	25930 gal	0.60 af
Dishe Washer	1	4 gal per cycle		0.1	16	6 gal	2336 gal	0.05 af
Total						**480 gal**	**175,229 gal**	**4.02 af**

By utilizing low-flow and water efficient fixtures in the residences, the internal water use for the property will be 480 gallons per day.

3. Total Proposed Water Use

The total external proposed water use will be 206 gallons per day and the internal water use will be 480 gallons per day. Therefore, the total proposed water use for the property will be 686 gallons per day or 0.77 acre feet of water per year. See the table below for a summary for the proposed water use for the property.

ESTIMATED PROPOSED WATER USE

	Gallons		Acre Feet
	Daily	Annual	Annual
External	206	75,269	0.23
Internal	480	175,229	0.54
Total	**686**	**250,498**	**0.77**

As the baseline water use for the residence is 530 gallons per day, the proposed water use exceeds the baseline water use for the property by 156 gallons per day. See the table below for a water use comparison between the existing and proposed water use.

WATER DEFICIT

	Gallons		Acre Feet
	Daily	Annual	Annual
Exising Water Use	530	193,437	0.59
Proposed Water Use	686	250,498	0.77
Water Deficit	**-156**	**-57,061**	**-0.18**

Because the project is proposing to use more water than what is currently being used, off-site retrofits are required to mitigate the increased water use of 156 gallons per day.

C. Off-Site Retrofit

The owner proposes to retrofit Villa Corona located at 1138 Main Street and to replace the bathroom's standard toilet and faucet with a low flow water efficient toilet and faucet. According to owner Daniel Villasenor, the restaurant has nine employees per day and averages 250 customers per day. For the purpose of this report, it is assumed that half of the customers will be using the restroom. Comparing the existing and proposed water use in Villa Corona, the daily and annual water demand after the retrofit is able to be estimated as follows:

VILLA CORONA DAILY WATER USE

	Quantity	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
Toilet	1	1.6 gal		1	125	200 gal	73,000 gal	1.68 af
Employee Use Toilet	1	1.6 gal		3	9	43 gal	15,768 gal	0.36 af
Lavatory Faucet	1	2.2 gpm	0.25 min	1	125	69 gal	25,093.75 gal	0.58 af
Employee Use Lavatory Faucet	1	2.2 gpm	0.25 min	3	9	15 gal	5420 gal	0.12 af
Existing Water Use						**327 gal**	119282 gal	2.74 af
Low Flow Toilet	1	1.28 gal		1	125	160 gal	58,400 gal	1.34 af
Low Flow Employee Use Toilet	1	1.28 gal		3	9	35 gal	12,614 gal	0.29 af
Low Flow Lavatory Faucet	1	0.5 gpm	0.25 min	1	125	16 gal	5703 gal	0.13 af
Low Flow Employee Use Lavatory Faucet	1	0.5 gpm	0.25 min	3	9	3 gal	1232 gal	0.03 af
Proposed Water Use						**214 gal**	77 949 gal	1.79 af

By replacing the bathroom's standard toilet and faucet in Villa Corona, they are able to save approximately 113 gallons per day.

Because the water savings isn't sufficient to keep the project at water neutrality, the owner also proposes to retrofit Ana's Cantina located at 1205 Main Street. The owner proposes to replace the bathroom's standard faucet and toilet with a low flow water efficient toilet and faucet. According to the owner, the bar has three employees and 64 customers. For the purpose of this report, it is assumed that all customers will be using the restroom because of the type of establishment. Comparing the existing and proposed water use in Ana's Cantina, the daily and annual water demand after the retrofit is able to be estimated as follows:

ANA'S CANTINA DAILY WATER USE

	Quantity	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
Toilet	2	1.6 gal		1	64	102 gal	37 376 gal	0.86 af
Employee Use Toilet	2	1.6 gal		3	3	14 gal	5,256 gal	0.12 af
Lavatory Faucet	2	2.2 gpm	0.25 min	1	64	35 gal	12,848.00 gal	0.29 af
Employee Use Lavatory Faucet	2	2.2 gpm	0.25 min	3	3	5 gal	1807 gal	0.04 af
Existing Water Use						**157 gal**	57287 gal	1.32 af
Low Flow Toilet	2	1.28 gal		1	64	82 gal	29 901 gal	0.69 af
Low Flow Employee Use Toilet	2	1.28 gal		3	3	12 gal	4,205 gal	0.10 af
Low Flow Lavatory Faucet	2	0.5 gpm	0.25 min	1	64	8 gal	2920 gal	0.07 af
Low Flow Employee Use Lavatory Faucet	2	0.5 gpm	0.25 min	3	3	1 gal	411 gal	0.01 af
Proposed Water Use						**103 gal**	37,436 gal	0.86 af

By replacing the bathroom's standard toilet and faucet in Ana's Cantina, they are able to save approximately 54 gallons per day.

The project is able to remain water neutral by approximately 11 gallons per day by retrofitting Villa Corona and Ana's Cantina restroom facilities. See the below for a comparison between the proposed water deficit and off-site retrofit water savings.

WATER SAVINGS

	Gallons		Acre Feet
	Daily	Annual	Annual
Proposed Water Deficit	-156	-57,061	-0.18
Villa Corona Off-Site Retrofit Water Savings	113	41,333	0.13
Ana's Cantina Off-Site Retrofit Water Savings	54	19,851	0.46
Water Savings	**11**	**4,122**	**0.41**

III. CONCLUSION

The proposed remodel to the property will not increase the water use on the property if the recommendations of this report are followed. The estimated proposed water use of 686 gallons per day is more than estimated existing water use of 530 gallons per day. However, the off-site retrofit to Villa Corona and Ana's Cantina's restroom facilities saves approximately 168 gallons per day which will mitigate the increased water use on the property. The post-construction water use will be less than the pre-construction water use and will meet the City of Saint Helena's water neutral requirements.