*AMENDED 11/21/18
*AMENDED 11/19/18
City of St. Helena
Regular City Council Meeting
Tuesday, November 27, 2018 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but <u>please observe the time limit of four minutes.</u>

Page

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL
   Mayor: Alan Galbraith, Vice Mayor: Peter White, City Council: Paul Dohring, Geoff Ellsworth and Mary Koberstein

4. 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>4 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.

5. 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.

6. PRESENTATIONS AND PUBLIC RECOGNITIONS

   6.1. Naveed Paydar, PhD, Local Government Liaison News & Outreach Office, Executive Division California Public Utilities Commission

   6.2. Planning Commission report out by Lester Hardy, Chair

7. STAFF BRIEFING

   7.1. None

8. 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)

8.1. Consideration of approval of a Resolution authorizing the City Manager to (1) execute Amendment No. 1 to a Freeway Maintenance Agreement on Highway 29/Main Street with Caltrans; (2) execute a Tree Replacement Cooperative Agreement in the amount of $32,000 with Caltrans; and (3) execute an Electrical Sharing Agreement with Caltrans. 9 - 47

CEQA Determination: Not a CEQA project
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer
Recommendation:
Adopt a Resolution authorizing the City Manager to (1) execute Amendment No. 1 to a Freeway Maintenance Agreement on Highway 29/Main Street with Caltrans; (2) execute a Tree Replacement Cooperative Agreement in the amount of $32,000 with Caltrans; and (3) execute an Electrical Sharing Agreement with Caltrans.

Staff Report - Pdf

8.2. Consideration and approval of a Resolution accepting Brush-17, a Type 6 Fire Engine from the St. Helena City Fire Department Association with a total value of $268,143.94 49 - 52

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends City Council approve a Resolution accepting Brush-17, a Type 6 Fire Engine from the St. Helena City Fire Department Association with a total value of $268,143.94

Staff Report - Pdf

8.3. Consideration and approval of a Resolution approving City of St. Helena City Council Policy P-FI-0016 Financial Policy. 53 - 88

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends City Council pass a Resolution approving City of St. Helena Policy P-FI-0016 Financial Policy.

Staff Report - Pdf

8.4. Report on compliance with the Calderon lawsuit Settlement Agreement and a Determination by the Planning Director that no additional project approvals are necessary to meet the milestones identified in the agreement. 89 - 137

CEQA Determination: Not a CEQA project
Prepared By: Thomas B. Brown, City Attorney
Recommendation:
This is an informational report only. No action is being requested or required.

Staff Report - Pdf

8.5. Consideration and proposed adoption of a resolution authorizing the City Manager to execute a Professional Service Agreement with RSA+ in the amount of $43,600 to design and prepare bid documents for consideration of an alternate left turn pocket alignment on Highway 29/Main Street at Pratt Avenue. 139 - 157

CEQA Determination: Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Adopt a resolution authorizing the City Manager to execute a Professional Service Agreement with RSA+ in the amount of $43,600 to design and prepare bid documents for consideration of an alternate left turn pocket alignment on Highway 29/Main Street at Pratt Avenue.

Staff Report - Pdf

8.6. Consideration of proposed adoption of (1) a Resolution establishing parking regulations (3-hour zone) to the south side of Pine Street between Main Street and Oak Avenue; (2) a Resolution rescinding Resolution 2010-15 and updating portions on Pine Street and South Crane Avenue to the City's list of yellow zones (loading); and (3) a Resolution rescinding Resolution 2018-159 and updating portions on Pine Street to the City's list of red zones (parking prohibitions) 159 - 185

CEQA Determination: Exempt

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Adopt (1) a Resolution establishing parking regulations (3-hour zone) to the south side of Pine Street between Main Street and Oak Avenue; (2) a Resolution rescinding Resolution 2010-15 and updating portions on Pine Street and South Crane Avenue to the City's list of yellow zones (loading); and (3) a Resolution rescinding Resolution 2018-159 and updating portions on Pine Street to the City's list of red zones (parking prohibitions)

Staff Report - Pdf

8.7. *NEW ITEM ADDED 11/19/18 187 - 362

Second Reading of an Ordinance Adding St. Helena Municipal Code ('SHMC') Title 9, Section 9.24 to adopt Mobile Home Park Rent Stabilization

CEQA Determination: Not a CEQA project

Prepared By: Mark T. Prestwich, City Manager

Recommendation:

Conduct second reading of the ordinance, adopt by title only and waive further reading.

Staff Report - Pdf

Public Comment.Suzanne James

Public Comment.Anthony Rodriguez 2
City Council 10-9-18 Meeting.Support Public Comments
City Council 10-9-18 Meeting.Opposition Public Comment
Support Public Comment.James Wayson
Opposition Public Comment.Marie Hungler
Opposition Public Comment.Anthony Rodriguez
Opposition Public Comment.Jeanne Wilson
Opposition Public Comment.Mr. and Mrs. Green
Opposition Public Comment.Ronald and Carolyn Long
Opposition Public Comment.Jan Mandroian and Michael Flynn
Public Comment.Anthony Rodriguez
Public Comment.Carol Brennan
Public Comment.Pat Dell
Public Comment.Gary Crosman
Public Comment.Madeline DeMarco
Public Comment.Michael Shinn

8.8. *NEW ITEM ADDED 11/21/18 363 - 390

Consideration and proposed adoption of a resolution to approve the Final Map for the Lands of Sander, LLC and authorizing the City Manager to execute the Subdivision Improvement Agreement.(~~Staff report forthcoming~~) Provided 11-26-18

CEQA Determination: Exempt from CEQA pursuant to Section 15332, which exempts projects characterized as in-fil development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Recommendation:

Staff recommends City Council adopt the attached resolution approving the Final Map for the Lands of Sander, LLC and authorizing the City Manager to execute the Subdivision Improvement Agreement.

Staff Report - Pdf

9. PUBLIC HEARINGS

9.1. None

10. NEW BUSINESS

10.1. Quarterly Grant Report for FY 2019 Q1, for the period ending September 30, 2018 391 - 406

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Admin Services Mgr

Recommendation:

Receive and file report.

Staff Report - Pdf

10.2. Consideration and Proposed Approval of a Resolution (1) 407 - 410

Amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include Project C19-03, Crane Park Light Improvements, (2) Authorizing a budget of $30,000 for Project C19-03, (3) Authorizing a budget increase from $25,000 to $170,000 for Project C19-02, Rehabilitate Crane Park Tennis Courts, (4) Authorizing a transfer from Skate Park Lighting Fund 223 to Civic CIP Fund 733 in an amount not to exceed the fund balance of approximately $1,200 for the portion of C19-03 related to skate park lighting, and (5) Authorizing a transfer from Park Impact Fee Fund 734 to Civic CIP Fund 733 upon completion of Projects C19-02 and C19-03 for all costs associated with these projects for an amount not-to-exceed $200,000.

CEQA Determination: Class I Categorical Exemption under Section 15301 of CEQA

Prepared By: Andre Pichly, Recreation Director

Recommendation:

Staff recommends City Council adopt a Resolution authorizing (1) Amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include Project C19-03, Crane Park Light Improvements, (2) Authorizing a budget of $30,000 for Project C19-03, (3) Authorizing a budget increase from $25,000 to $170,000 for Project C19-02, Rehabilitate Crane Park Tennis Courts, (4) Authorizing a transfer from Skate Park Lighting Fund 223 to Civic CIP Fund 733 in an amount not to exceed the fund balance of approximately $1,200 for the portion of C19-03 related to skate park lighting, and (5) Authorizing a transfer from Park Impact Fee Fund 734 to Civic CIP Fund 733 upon completion of Projects C19-02 and C19-03 for all costs associated with these projects for an amount not-to-exceed $200,000.

Staff Report - Pdf

11. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

11.1.

December City Council Meetings: **12/11 (staff reports due 11/21)** **12/25 Cancelled Meeting**
CONSENT:
12/11 Compensation schedule
12/11 Award of RFP for downtown improvements - PW
12/11 Neighborhood community table put on by the St. Helena Chamber, hospital and Nimbus Arts - PW
Certification of the Municipal Election - Admin
12/11 2nd Reading of Rent Stabilization Ordinance (RSO)
PH or NEW BUSINESS:
12/11 Bimonthly Goals and Objectives Update – Admin (Would go 2nd mtg but it's cancelled)
12/11 Public Works Reorganization
Discussion - Concept Review Ordinance - Planning
12/11 Draft Truck Ordinance Safety Exception Waiver Process

12/11 Appointment of Vice Mayor

12. ADJOURNMENT

The next Regular City Council meeting is scheduled for December 11, 2018, 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 November 16, 2018.

Cindy Tzafopoulos

Cindy Tzafopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting

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 https://sthelena.civicweb.net and will be available for public review at the respective meeting.

Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **Consent**

Subject: **Consideration of approval of a Resolution authorizing the City Manager to (1) execute Amendment No. 1 to a Freeway Maintenance Agreement on Highway 29/Main Street with Caltrans; (2) execute a Tree Replacement Cooperative Agreement in the amount of $32,000 with Caltrans; and (3) execute an Electrical Sharing Agreement with Caltrans.**

CEQA Determination: **Not a CEQA project**

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND
On January 31, 1992, the City of St. Helena and Caltrans entered into a Freeway Maintenance Agreement for State Highway 29/Main Street. The Maintenance Agreement details obligations and expectations for both parties within the City limits. Revisions to Freeway Maintenance Agreements are typical when significant road improvements such as the Highway 29 Channelization Project are constructed. In addition, the two separate agreements address tree replacement mitigation and an update to electrical sharing costs on Highway 29.

DISCUSSION
The Highway 29 Channelization Project that was completed in 2017 not only realigned Highway 29 within the County and the southern portion of the City of St. Helena, it added an additional traffic signal at Grayson Avenue and removed a significant amount of trees within the right of way. The Caltrans amendment and agreements are summarized as follows:

Amendment No.1 to Freeway Maintenance Agreement

Amendment No. 1 updates City maintenance responsibilities within the City limits on Highway 29/Main Street. The maximum annual reimbursement amount of $7,400 for the curb and sidewalk maintenance remains unchanged, but is still in line with what Caltrans pays other local agencies. If the City sees an increase of cost for maintenance, a cost/work analysis can be submitted to Caltrans for review and a future amendment.

Tree Replacement Cooperative Agreement

The Highway 29 Channelization Project required a significant amount of tree removal and, as part of environmental mitigation contained in the approved environmental document, Caltrans was required to plant 110 trees. Caltrans was able to plant 88 replacement trees within Caltrans right of way and is requesting the City to plant the remaining 32 trees within City right of way.

Electrical Sharing Agreement

The Electrical Sharing Agreement defines the cost share between the State and City for street lights and signalized intersections as identified in the agreement on Highway 29/Main Street. It specifically identifies all four signalized intersections: Grayson Avenue, Pope Street/Mitchell Drive, Adams Street, and Madrona Avenue/Fulton Lane. The new Agreement will supersede the Freeway Maintenance Agreement. Reimbursement and shared costs will be based on expenses incurred.

FISCAL IMPACT

Amendment No. 1 identifies an annual maximum reimbursement for standard sidewalk and curb maintenance at $7,400. The Tree Replacement Cooperative Agreement identifies compensation from Caltrans to the City in a sum not-to-exceed amount of $32,000. The Electrical Sharing Agreement identifies a percentage of shared reimbursed based on actual expenses incurred.

RECOMMENDED ACTION

Adopt a Resolution authorizing the City Manager to (1) execute Amendment No. 1 to a Freeway Maintenance Agreement on Highway 29/Main Street with Caltrans; (2) execute a Tree Replacement Cooperative Agreement in the amount of $32,000 with Caltrans; and (3) execute an Electrical Sharing Agreement with Caltrans.

ATTACHMENTS

Attachment 1: Resolution Caltrans
Attachment 2: Amendment No. 1 to Freeway Maintenance Agreement
Attachment 3: Tree Replacement Cooperative Agreement
Attachment 4: Electrical Sharing Agreement

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Authorizing the City Manager to (1) execute Amendment No. 1 to a Freeway Maintenance Agreement on Highway 29/Main Street with Caltrans; (2) execute a Tree Replacement Cooperative Agreement in the amount of $32,000 with Caltrans; and (3) execute an Electrical Sharing Agreement with Caltrans

RECITALS

A. On January 31, 1992, the City of St. Helena and Caltrans entered into a Freeway Maintenance Agreement for State Highway 29/Main Street. The Maintenance Agreement details obligations and expectations for both parties within the City limits; and

B. Revisions to Freeway Maintenance Agreements are typical when significant road improvements such as the Highway 29 Channelization Project are constructed; and

C. Amendment No. 1 to the 1992 Freeway Maintenance Agreement updates City maintenance responsibilities within the City limits on Highway 29/Main Street; and

D. The Tree Replacement Cooperative Agreement with Caltrans will allow the City to plant 32 trees within City right of way and Caltrans will compensate the City for replacement and maintenance for a not-to-exceed amount of $32,000; and

E. The Electrical Sharing Agreement defines the cost share between Caltrans and the City for street lighting and signalized intersections on Highway 29/Main Street at Grayson Avenue, Pope Street/Mitchell Drive, Adams Street, and Madrona Avenue/Fulton Lane. The new Agreement will supersede the Freeway Maintenance Agreement with reimbursement based on actual expenses incurred.

RESOLUTION

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

1. Authorizes the City Manager to execute Amendment No. 1 to the 1992 Freeway Maintenance Agreement with Caltrans for Highway 29/Main Street.
2. Authorizes the City Manager to execute a Tree Replacement Cooperative Agreement with Caltrans for an amount not-to-exceed $32,000 for tree replacement and maintenance within City right of way.
3. Authorizes the City Manager to execute an Electrical Sharing Agreement with Caltrans for street lighting and signalized intersections on Highway 29/Main Street at Grayson Avenue, Pope Street/Mitchell Drive, Adams Street, and Madrona Avenue/Fulton Lane based on actual expenses incurred.

Approved at a Regular Meeting of the St. Helena City Council on November 27, 2018, by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Dohring: ___________

Councilmember Ellsworth: ___________

Councilmember Koberstein: ___________

APPROVED: ATTEST:

______________ __________________________

Alan Galbraith, Mayor Cindy Tzafopoulos, City Clerk

AMENDMENT No. 1 TO
AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS
IN THE CITY OF ST. HELENA

This first amendment ("AMENDMENT No.1") is dated ____________, 2018 and is made to the Agreement for Maintenance of State Highways in the City of St. Helena dated January 31,1992 ("AGREEMENT") and entered into by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as ("STATE"), and the City of St. Helena, hereinafter referred to as ("CITY"), acting by and through its Public Works Director. CITY and STATE together are hereafter referred to as ("PARTIES").

RECITALS:

WHEREAS, AGREEMENT by its terms provides that it may be modified or amended at any time upon mutual consent of the parties; and

WHEREAS, the parties hereto now desire that AGREEMENT be amended.

NOW, THEREFORE, the parties agree to amend AGREEMENT as follows:

1. The AGREEMENT; page 7, dated Jan.31,1992 is hereby deleted and replaced by the attached page 7 (REVISED); labeled Amendment No.1.

2. The AGREEMENT; page 8, dated Jan.31,1992 is hereby deleted and replaced by the attached page 8 (REVISED); labeled Amendment No.1.

3. This AMENDMENT No. 1 to AGREEMENT shall become effective on ____________________ and shall remain in full force until amended or terminated. In all other respects, AGREEMENT shall remain in full force and effect.

Amendment No.1

CITY OF ST. HELENA

____
Mayor

Attest

____
City Clerk

Approved as to form:

____
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATON

LAURIE BERMAN
Director of Transportation

By

____
DAVID AMBUEHL Date
Deputy District Director
Maintenance

H. DELEGATION OF MAINTENANCE

The specific maintenance functions indicated below (and on "EXHIBIT A") are hereby delegated to the CITY. This delegation of maintenance functions set forth herein does not include the control and maintenance areas and functions which rest with the CITY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements.

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
29	2.55	Main Street from south city limits approximately 850 feet southerly of Sulphur Springs Avenue to north city limits near Deer Park Road, a length of 2.55 miles.	HM2C HM2D HM4K	$ 0.00 5,000.00 2,400.00
		Notes 1, 2, 3		
		TOTAL AUTHORIZED EXPENDITURE		$ 7,400.00

Notes:

1. CITY shall maintain curbs and sidewalks and shall be responsible for any costs therein.
2. Length of street to be cleaned-2.80 curb miles.
3. CITY shall own, operate, and maintain Illuminated Street Name Sign (IISNS) and emergency vehicle detector units, and shall be responsible for any costs therein.

A. SUBMISSION OF BILLS:

The CITY will submit bills in a consistent periodicsequence (monthly, quarterly, semiannually, or annually). Bills for less than $500 shall not be submitted more than once each quarter.
Bills must be submitted promptly following close of corresponding billing period and should be coded according to the Caltrans HM Families Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and not be honored.

Equipment shall be charged at mutually acceptable rentalrates and labor and material at actual cost. The CITY will be allowed to recover overhead and administrative costs only to the extent that such charges include applicable expenses incurred by the CITY in the execution of the work. Said factors and method shall be subject to approval by the STATE.

Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling chargefor processing this type of bill will be allowed the CITY.

Emergency and storm repairs performed by the CITY will be paid for only with prior approval of the STATE's Highway Maintenance Superintendent of that specific area. In addition, the CITYshould notify the STATE's Highway Maintenance Superintendent for the area of any storm damage or other emergency condition affecting the STATE highway. Repair of equipment damaged in vehicular accidents shall be considered routine maintenance. The CITY shall maintain, on a generally accepted accounting basis, complete and accurate records that support all billings. These records shall be made available to STATE representatives for review during normal business hours for a period of three (3) years after payment of such billings.

B. TERM OF AGREEMENT:

TERMINATION **-** This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY’s failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY

OF

ST. HELENA

This AGREEMENT, made and executed in duplicate this 31st day of January, 1992, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of St. Helena hereinafter referred to as "CITY".

W I T N E S S E T H:

A. RECITALS:

The parties desire to provide for the CITY to perform particular maintenance functions on the State highway(s) within the CITY as provided in Section 130 of the Streets and Highways Code.

B. AGREEMENT:

This Agreement shall supersede any previous AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY OF ST. HELENA and or Amendments thereto with the CITY.

In consideration of mutual covenants and promises herein contained, it is agreed:

The CITY will perform such maintenance work as is specifically delegated to it, on State highway routes or portions thereof, all as hereinafter described under Section H hereof or as said section may be subsequently modified with the consent of the parties hereto acting by and through their authorized representatives.

C. MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

Sec. 27. "(a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

(b) Operation of special safety conveniences and devices, and illuminating equipment.

(c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility."

D. DEGREE OF MAINTENANCE:

The degree or extent of maintenance work to be performed and the standards therefor shall be in accordance with the provisions of Section 27 of the Streets and Highways Code as set forth in the current edition of the State Maintenance Manual (a copy of which has been provided to the CITY), or as may be prescribed from time to time by the District Director. "District Director", as used herein, means the District Director of the Department of Transportation assigned to the territory in which the CITY is located, or his authorized representative.

The STATE reserves the option to check at random all areas of State highways maintained by the CITY to assure conformance to maintenance levels. Failure of the CITY to comply with the maintenance levels would be reason to terminate this Agreement as specified under Section J "Term of Agreement". However, this random check does not preempt the CITY's maintenance responsibilities as spelled out in the Agreement.

An Encroachment Permit will be required for third parties when maintenance work is redelegated. Such redelegated work shall be performed to the same levels of service as spelled out herein and will be subject to the same random checks as provided for work performed directly by CITY forces.

The level of service of maintenance in each of the programs delegated to the CITY has been considered in setting authorized total and route dollar amounts. The CITY may perform additional work if desired but the STATE will not reimburse the CITY for any work in excess of authorized dollars. The District Director may authorize adjustments needed because of inflation or changes in program emphasis.

E. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4 CITY shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement.

It is understood and agreed that neither the CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4 STATE shall defend, indemnify and save harmless the CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement.

F. MAINTENANCE FUNCTIONS:

The CITY shall perform only those maintenance functions delegated, as identified, in Section H (DELEGATION OF MAINTENANCE) of this Agreement.

A brief description of those maintenance functions delegated to the CITY are included in this section. The functions are identified by the Caltrans HM Families (Program) Codes.

HM2C SLOPES/DRAINAGE/VEGETATION

This provides for cleaning, maintaining, and repairing culverts, ditches, drains, structures, fences, curbs, sidewalks and other appurtenances between the roadbed and the outer highway right-of-way boundary line. It also includes weed and brush control by chemical, biological or mechanical methods, trimming and removal of trees and pest control. The following problems are included:

1. Unpaved shoulder management
2. Nonlandscaped weed control
3. Nonlandscaped tree/brush/vegetation
4. Fence repair
5. Drainage obstruction - ditch/channel
6. Drainage obstruction - drains/culverts
7. Drainage obstruction
8. Worn/damaged drainage facility
9. Miscellaneous

HM2D LITTER/DEBRIS

This provides for removal of litter and debris from roadway surfaces and roadsides. The following problems are included:

1. Debris/carcass pickup
2. Sweeping
3. Litter pickup
4. Spills of non-toxic substances
5. Miscellaneous

HM4K ELECTRICAL

This includes maintenance work performed on highway electrical facilities including flashing beacons, traffic signals, traffic-signal systems, safety lighting and sign lighting. It also includes the electrical energy for these items.

The STATE will not pay for the maintenance, installation, repair, servicing, nor power for ordinary street lighting; however, lighting at intersections, which qualify as safety lighting under warrants approved/accepted by the STATE, will be paid for when approved and specifically authorized by the District Director. Where such lighting has been specifically authorized, the maintenance and operating costs thereof shall be shared between the STATE and the CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs.

The cost of maintaining traffic signals or other electrically operated traffic control devices now in place or those which may hereafter be installed at the intersection of any STATE highway route and any CITY street/road shall be shared between the STATE and the CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. The same principle of cost distribution shall apply to freeway interchanges. The participation ratio shall be based on the ratio of the number of legs of the respective agencies to the total number of legs of the intersection.

G. EXPENDITURE AUTHORIZATION:

The STATE will reimburse the CITY for actual cost of all routine maintenance work performed by the CITY as delegated under Section H of this Agreement, but it is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown on Section H of this Agreement, unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

A new "DELEGATION OF MAINTENANCE" (Section H) will be provided annually by the STATE for the ensuring fiscal year, if necessary, to insure equitable annual cost.

The expenditure per route for routine maintenance work as referred to above may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or his authorized representative.

Additional expenditures or adjustment of expenditures thus authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of the said maximum expenditure, either increase or decrease, shall not affect other terms of the Agreement.

H. DELEGATION OF MAINTENANCE:

The specific maintenance function indicated below (and on "EXHIBIT A") is hereby delegated to the CITY. This delegation of maintenance function set forth herein does not include areas and functions of which the control and maintenance rest with the local authority under the terms of Freeway Agreements and/or Freeway Maintenance Agreements.

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
29	2.55	Main Street from south city limits approximately 850 feet southerly of Sulphur Springs Avenue to north city limits near Deer Park Road, a length of 2.55 miles.	HM2C	$ 0.00
			HM2D	5,000.00
			HM4K	2,400.00
		Footnotes 1, 2.		
		TOTAL AUTHORIZED EXPENDITURE		$ 7,400.00

Footnotes: 1. The CITY shall maintain curbs and sidewalks and shall be responsible for any costs therein. The STATE shall perform other functions defined under HM2C.

2. Length of street to be cleaned - 2.80 curb miles.

I. SUBMISSION OF BILLS:

The CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than $500 shall not be submitted more than once each quarter. Bills must be submitted promptly following close of corresponding billing period and should be coded according to the Caltrans HM Families Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and not be honored.

Equipment shall be charged at mutually acceptable rental rates and labor and material at actual cost. The CITY will be allowed to recover overhead and administrative costs only to the extent that such charges include applicable expenses incurred by the CITY in the execution of the work. Said factors and method shall be subject to approval by the STATE.

Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge for processing this type of bill will be allowed the CITY.

Emergency and storm repairs performed by the CITY will be paid for only with prior approval of the STATE's Highway Maintenance Superintendent of that specific area. In addition, the CITY should notify the STATE's Highway Maintenance Superintendent for the area of any storm damage or other emergency condition affecting the STATE highway. Repair of equipment damaged in vehicular accidents shall be considered routine maintenance. The CITY shall maintain, on a generally accepted accounting basis, complete and accurate records that support all billings. These records shall be made available to STATE representatives for review during normal business hours for a period of three (3) years after payment of such billings.

J. TERM OF AGREEMENT:

This Agreement shall become effective July 1, 1991 and shall remain in full force and effect until amended or terminated.

This Agreement may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF ST. HELENA

Approved as to form
and procedure:

By ______________________
Gene Armstead, City Administrator

Diane Price
____
City Attorney

____
Delia Guijosa, Deputy City Clerk

By ______________________

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

JAMES W. VAN LOBEN SELS
Director of Transportation

By ______________________
ROBERT J. JACOBS
Deputy District Director

DATE February 19, 1992

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

EXHIBIT A   OCTOBER 25, 1991

MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT

BY THE CITY OF ST. HELENA FOR CALTRANS

IN ACCORDANCE WITH MAINTENANCE AGREEMENT EFFECTIVE   JULY 1,1991

RTE	PM	INTERSECTION	RATE	EQUIPMENT	INT OR POLE NO	UNITS	% STATE	EQUIV UNIT
29	27.66	SULPHUR SPRINGS	1A	PG&E 175W-MV LIGHTS	290	1.00	66.6667	0.6667
29	27.79	EL BONITA	1A	PG&E 175W-MV LIGHTS	293	1.00	66.6667	0.6667
29	27.80	VINTAGE	1A	PG&E 250W-MV LIGHTS	276	1.00	66.6667	0.6667
29	27.97	DOWDELL LANE	1A	PG&E 175W-MV LIGHTS	5	1.00	66.6667	0.6667
29	28.25	VIDOVICH STREET	2C	250W MV LIGHTS	319	1.00	66.6667	0.6667
29	28.31	CHARTER OAK ST.	2C	250W MV LIGHTS	316	1.00	66.6667	0.6667
29	28.47	MITCHELL STREET	2C	250W MV LIGHTS	310	1.00	66.6667	0.6667
29	28.48	POPE-OAK AVE. EXT.	2C	200W HP-SODIUM	334	1.00	50.0000	0.5000
29	28.57	SPRING ST.	2C	250W MV LIGHTS	337	1.00	66.6667	0.6667
29	28.63	HUNT ST.	2C	200W HP-SODIUM	338	1.00	66.6667	0.6667
29	28.85	PINE STREET	2C	250W MV LIGHTS	341	1.00	50.0000	0.5000
29	29.00	CRINELLA_ ST.	1A	PG&E 250W-MV LIGHTS	140	1.00	66.6667	0.6667
29	29.15	ELMHURST ST.	1A	PG&E 175W-MV LIGHTS	43,44	6.00	66.6667	4.0000
29	29.25	PRATT AVENUE	1A	PG&E 175W-MV LIGHTS	47,48	6.00	66.6667	4.0000
0			1A	PG&E 200W HP-SODIUM	343	1.00	66.6667	0.6667
					0			

PAGE 1

SUMMARY
CITY OF ST. HELENA

EQUIPMENT	EQUIV UNITS	EQUIPMENT	EQUIV UNITS
FLASHERS	0.0000	PG&E 175W-MV LIGHTS	10.0000
OPTICON	0.0000	PG&E 250W-MV LIGHTS	1.3333
250W MV LIGHTS	3.1667	PG&E 200W HP-SODIUM	0.6667
700W MV LIGHTS	0.0000	200W HP-SODIUM	1.1667

IF YOU HAVE ANY QUESTIONS ON THIS EXHIBIT

PLEASE CALL DAVID LEE, (415)557-3266

UNNUMBERED PAGE

SUMMARY
CITY OF ST. HELENA

EQUIPMENT	EQUIV UNITS	EQUIPMENT	EQUIV UNITS
FLASHERS	0.0000	PG&E 175W-MV LIGHTS	10.0000
OPTICON	0.0000	PG&E 250W-MV LIGHTS	1.3333
250W MV LIGHTS	3.1667	PG&E 200W HP-SODIUM	0.6667
700W MV LIGHTS	0.0000	200W HP-SODIUM	1.1667

IF YOU HAVE ANY QUESTIONS ON THIS EXHIBIT

PLEASE CALL DAVID LEE, (415)557-3266

UNNUMBERED PAGE

04-Nap-29 (PM R20.4/R20.8)
Replacement Planting Contribution Project
EA No. 04-2594A1
EFIS No. 0412000642
Cooperative Agreement No. 04-2609

COOPERATIVE AGREEMENT

This AGREEMENT, ENTERED INTO EFFECTIVE on ____________________, 2018, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS," and the

City of St. Helena, a body politic and municipal corporation of the State of California, referred to herein as "CITY."

RECITALS

1. CALTRANS and CITY, herein referred to as "PARTIES," pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into this Agreement.

2. CALTRANS implemented the Channelization Project (CALTRANS Project No. EA 04-259400) on State Route 29 (SR 29) in Napa County, referred to herein as "PROJECT." "PROJECT" caused tree removal within CITY limits. On June 22, 2007, CALTRANS determined that PROJECT was not exempt from the requirements of CEQA, as it was subject to a Categorical Exemption (CE) pursuant to Public Resources Code section 21084 and 14 Cal. Code Regs. section 15301. The CE Determination Form for PROJECT is attached hereto as Exhibit A and made a part of this agreement.

3. CALTRANS, in order to comply with the environmental commitment contained in the approved environmental document for PROJECT, attached hereto as Exhibit A, has planted 88 trees within CALTRANS right of way as part of PROJECT. CALTRANS is, by way of this agreement, enlisting CITY to plant remaining required trees within CITY right of way, referred to herein as OFF SYSTEM TREE REPLACEMENT.

4. OFF SYSTEM TREE REPLACEMENT is to be implemented in locations within CITY, as determined by the Public Works Department and City Arborist, referred to herein as "PROPERTY" and described in Exhibit B attached hereto and made a part of this Agreement.

5. CITY intends to assist CALTRANS by implementing OFF SYSTEM TREE REPLACEMENT on PROPERTY, which work is more particularly described in the SCOPE OF WORK, attached hereto as Exhibit C and made a part of this Agreement. OFF SYSTEM TREE REPLACEMENT shall include, but is not limited to, designing and developing any and all necessary plans and contracts to implement the planting of 32 replacement trees on the PROPERTY, as well as the ownership, maintenance, management, and monitoring of PROPERTY to ensure that OFF SYSTEM TREE REPLACEMENT is successfully implemented.

6. CALTRANS has determined that the cost of satisfying OFF SYSTEM TREE REPLACEMENT is $35,000.

7. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to OFF SYSTEM TREE REPLACEMENT.

8. PARTIES now define herein below the terms and conditions under which this Agreement will be implemented.

SECTION I

CITY AGREES:

1. All work performed by CITY, or performed on CITY's behalf, shall be performed in accordance with all state and federal laws, regulations, policies, procedures, and standards.

2. To obtain any and all necessary property rights and/or rights of entry required prior to the implementation of OFF SYSTEM TREE REPLACEMENT and for full compliance with any terms and conditions thereof. Said rights of entry shall also include rights for CALTRANS personnel.

3. To obtain any and all environmental approvals and/or resource agency agreements, permits and/or approvals required prior to implementation of OFF SYSTEM TREE REPLACEMENT and to fully comply with any terms and conditions thereof.

4. To use one hundred percent (100%) of CALTRANS' funds provided pursuant to this Agreement to satisfy CITY's obligation and responsibilities set forth in this Agreement.

5. To submit an invoice to CALTRANS within thirty (30) days of the execution date of this Agreement in the amount of $35,000, which amount represents CALTRANS' total financial obligation as set forth in this Agreement.

6. If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7.

7. To include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

   CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this

Agreement when the work to be performed falls within Labor Code sections 1720(a)(1) definition of "public works" or maintenance work under Labor Code section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

SECTION II

CALTRANS AGREES:

1. To deposit with CITY within forty-five (45) calendar days of receipt of CITY's signed invoice, the amount of $35,000 which represents CALTRANS' total financial obligation as set forth in this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).

2. All applicable laws, rules and policies relating to the use of federal or state funds shall apply notwithstanding other provisions of this Agreement.

3. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by OFF SYSTEM TREE REPLACEMENT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by OFF SYSTEM TREE REPLACEMENT. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.

4. CALTRANS, independent of OFF SYSTEM TREE REPLACEMENT, is responsible for any HM-1 found

within existing State Highway System (SHS) right of way. CALTRANS will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to OFF SYSTEM TREE REPLACEMENT schedule and will pay, or cause to be paid, all costs associated with HM-1 management activities.

5. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. If HM-1 is found outside existing SHS right of way, under state and federal law responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. If HM-1 is found outside the existing SHS right of way, PARTIES will reassess the feasibility of the OFF SYSTEM TREE REPLACEMENT and mutually agree on a course of action prior to the commencement of any additional work.

6. CITY is responsible for the management of any HM-2 found within PROPERTY, including OFF SYSTEM TREE REPLACEMENT limits. CITY may use up to 5% of the funds obligated by CALTRANS under this agreement for the costs associated with HM-2 management activities. CALTRANS is not responsible to pay any additional money to CITY for these costs.

7. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.

8. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement. It is understood and agreed that CITY, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this agreement.

9. In the event of any breach of this Agreement by either party, the other party may enforce this Agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to this Agreement, each party agrees to pay for their own attorneys' cost and expenses, without regard to who prevails.

10. A failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.

11. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

12. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

13. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or to affect the

legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

14. This Agreement shall terminate upon CALTRANS' written acceptance that CITY has completed OFF SYSTEM TREE REPLACEMENT, however all indemnification, document retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

PARTIES are empowered by CA Streets and Highways Code Section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

STATE OF CALIFORNIA **Department of Transportation**	**City of St. Helena**
By:____________________________ Helena (Lenka) Culik-Caro Deputy District Director, Design	By:____________________________ Mark T. Prestwich City Manager
Approved as to form and procedure:	Approved as to form:
____________________________ Judith Carlson, Attorney Department of Transportation	____________________________ Thomas B. Brown City Attorney
Certified as to budgeting of funds:	Attest:
____________________________ Jeffrey Armstrong District Budget Manager	____________________________ Cindy Tzafopoulos City Clerk
Certified as to financial terms and policies:	
____________________________ Accounting Administrator	

EXHIBIT A – Categorical Exemption

CATEGORICAL EXEMPTION
CATEGORICAL EXCLUSION/PROGRAMMATIC CATEGORICAL EXCLUSION DETERMINATION FORM

04-NAP-29	KP 41.0 to 45.7 (PM 25.5/28.4)		EA 259400
Dist.-Co.-Rte. (or Local Agency)	K.P./K.P.(P.M/P.M.)	E.A. (State project)	Proj. No. (Local project) (Fed.Prog. Prefix Proj. No., Agr. No.)

PROJECT DESCRIPTION: (Briefly describe project, purpose, location, limits, right-of-way requirements, and activities.

The safety improvement project will provide left turn channelization and pavement rehabilitation on State Route 29, near the City of St. Helena from Mee Lane to Charter Oak Lane, KP 41.0 to 45.7 (PM 25.5/28.4), in Napa County. Project activities to locate utilities underground will be restricted to Caltrans R/W and the railroad R/W parallel to SR 29. ...See Continuation Sheet.

CEQA COMPLIANCE *(for State Projects only)*

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION

☐ **Exempt by Statute** [PRC 21080(b); 14 CCR 15260 et seq.]

Based on an examination of this proposal, supporting information, and the above statements, the project is:

☒ **Categorically Exempt.** Class 1 . (PRC 21084; 14 CCR 15300 et seq.) or **General Rule exemption** [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061(b)(3)]

Valerie Heu...	6/22/07	[signature]	6/22/07
Signature: Environmental Office Chief	Date	Signature: Project Manager	Date

NEPA COMPLIANCE (23 CFR 771.117)

Based on an examination of this proposal, supporting information, and the following statements.

- This project does not have a significant impact on the environment as defined by the NEPA.
- This project does not involve substantial controversy on environmental grounds.
- This project does not involve significant impacts on properties protected by Section 4(f) of the DOT Act or Section 106 of the National Historic Preservation Act.
- In non-attainment or maintenance areas for Federal air quality standards: this project comes from a currently conforming plan and Transportation Improvement Program or is exempt from regional conformity.
- This project is consistent with all Federal, State, & local laws, requirements or administrative determinations relating to the environmental aspects of this action.

CALTRANS NEPA DETERMINATION

Based on an examination of this proposal, supporting information, and the statements above under "NEPA Compliance", it is determined that the project is a:

☒ **PROGRAMMATIC CATEGORICAL EXCLUSION (PCE):** Based on the evaluation of this project and supporting documentation in the project files, all the conditions of the November 18, 2003 Programmatic Categorical Exclusion Agreement have been met.

☐ **CATEGORICAL EXCLUSION (CE):** For actions that do not individually or cumulatively have a significant environmental effect and are excluded from the requirement to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS). Require FHWA determination.

Valerie Heu...	6/22/07	[signature]	6/22/07
Signature: Environmental Office Chief	Date	Signature: Project Manager/DLA Engineer	Date

FHWA DETERMINATION

Based on the evaluation of this project and the statements above, it is determined that the project meets the criteria of and is properly classified as a Categorical Exclusion (CE).

not applicable

Signature: FHWA Project Development Engineer   Date

Additional information attached or referenced, as appropriate (e.g. Mitigation commitments for NEPA only; Air Quality studies or documentation of exemption from regional conformity or use of CO Protocol; §106 commitments; §4(f) or Programmatic §4(f); date of COE nationwide permit; § 7 species survey results; Wetlands Finding; Floodplain Finding; additional studies; design conditions. Rev. 11/2005

CATEGORICAL EXEMPTION
CATEGORICAL EXCLUSION/PROGRAMMATIC CATEGORICAL EXCLUSION
DETERMINATION FORM

CONTINUATION SHEET

Project Description continued

The project will maintain access to the parking lot of the Ink House (1575 Saint Helena Highway South, APN 027-450-013), and the project will not include paving or other alterations to the parking lot. Also, the project will maintain driveway access to 1549 Saint Helena Highway South (APN 027-100-013).

Biological Resources

A total of forty (40) native oak trees will be removed to construct the project. Tree compensation will consist of replacement planting at a ratio that would replace the biological value of a tree, e.g., a 3:1 ratio. Directional drilling will be used to locate utility lines to limit injury to tree root systems. Three potential sites have been identified for tree compensation. An independent environmental review will be conducted for these sites.

Visual Resources

The trees to be removed within the proposed project area have substantial visual features due to the species and grouping along State Route (SR) 29. However, the condition of the trees does not exhibit outstanding scenic qualities. Negative visual impacts are not anticipated, provided that tree replacement compensation for visual resources is incorporated into the proposed project.

To replace the loss of the forty (40) native oak trees that will be removed, oak trees or other appropriate tree species will be planted along the highway at a number that compensates for visual effects. Tree replacement planting will include ten (10) replacement trees for the removal of the 40-inch dbh valley oak within the City of St. Helena.

Replacement trees will be planted within the State-owned right-of-way along the SR 29. The trees shall be setback from the edge of the pavement to comply with safety setback guidelines. The trees will be planted where they will not interfere with motorists' sight distances. Three potential tree replacement sites have been identified.

Metal beam guardrails will be installed for existing unique oak trees on the west side of the southbound lanes.

The trees will be planted, at minimum, as seedlings and the maximum as 15-gallon container size. Trees will be supported by a temporary irrigation system and truck watered at regular intervals for the first three years. Progress inspections will be required throughout the contract to ensure that the replacement trees are healthy. Any replacement trees that do not survive will be replaced within 15 days of notice from Caltrans.

Cultural Resources

Two historic properties are listed on the National Register of Historic Places (NRHP) within the project site. A third historic property has been determined eligible for the NRHP. The project, as currently defined, will not affect any historic properties.

Air Quality

The project is a non-capacity vehicle-increasing project which will not have an adverse effect

Figure 1. Project Vicinity.

EXHIBIT B – Location Map

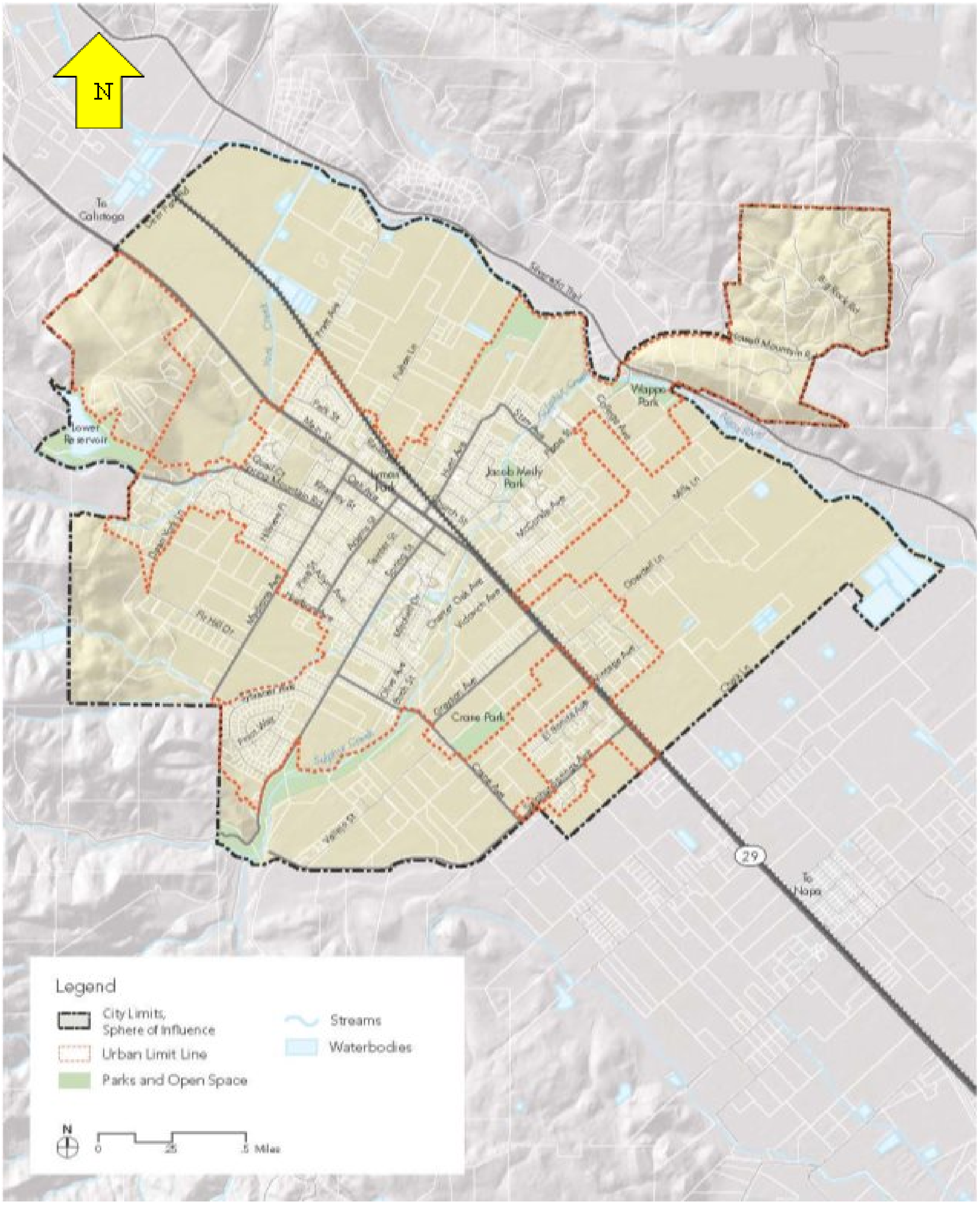

EXHIBIT C – Scope of Work

City of St. Helena will plant 32 trees within the City right of way, including supplemental irrigation and annual fertilization as needed to establish the trees to ensure the long-term survival of the plant materials.

The City of St. Helena will issue an annual monitoring report on the tree activity and once a year for 3 years after planting. Monitoring reports will include photographs and reports on tree health.

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION
111 GRAND AVENUE
P. O. BOX 23660
OAKLAND, CA 94623-0660
PHONE (510) 286-4506
FAX (510) 286-4482
TTY 711
www.dot.ca.gov

Serious drought.

Help Save Water!

March 7, 2017

Ms. Erica Ahmann-Smithies
Acting Director of Public Works & City Engineer
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Dear Ms. Ahmann-Smithies:

Enclosed are four (4) copies of the Electrical Sharing Agreement (ESA) within State Highway Right of Way on Route 29 at postmile: 28.4, 28.5, 28.75, 28.92 in the City of St. Helena. Please have the City return the following to our office:

a. Three copies of agreement with original signatures and the City's seal affixed.

b. An original or certified copy of the City's resolution approving the agreement and authorizing its execution.

After signature by the appropriate State official, City of St. Helena will be sent a fully executed original agreement.

If you have any questions, please call me at (510) 286-4443.

Sincerely,

Waddah Al-Zireeni
District Branch Chief
Office of Maintenance Services

Attachment: 4 copies of ESA

cc: File
KHirschberg - PM North

Provide a safe, sustainable, integrated and efficient transportation system
To enhance California's economy and livability

AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES WITH CITY OF ST. HELENA

THIS AGREEMENT is made effective this ________ day of __________, 20_____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of St. Helena, hereinafter referred to as “CITY” and collectively referred to as “PARTIES”

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any CITY street/road shall be shared as shown in Exhibit “A”.

NOW THEREFORE IT IS AGREED:

1. Basis for Billing:

    1.1. It is agreed that quarterly billings for flashing-beacons, traffic-signals, and traffic-signal systems as shown in Exhibit A, shall be based on actual intersection costs, which are as follows:

        1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

        1.1.2. Electrical energy

    1.2. It is agreed that quarterly billings for safety-lighting and sign-lighting as shown in Exhibit A, shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each quarter. Costs are as follows:

        1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses

        1.2.2. Electrical energy

    1.3. It is agreed that quarterly billings invoiced to CITY for STATE-owned and maintained electrical facilities identified in Exhibit “A” will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill CITY quarterly in arrears for any CITY share of electrical facilities expenses shown in Exhibit “A”.

2. Exhibit “A” will be amended, as necessary by written concurrence of both parties, to reflect changes to the Electrical Facilities.

3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of

funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

4.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the CITY.

4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. TERMINATION **-** This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.

6. TERM OF AGREEMENT **-** This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF ST. HELENA

By: ___________________________
Mayor

Initiated and Approved

By: ____________________________
City Manager

ATTEST:

By: ___________________________
City Clerk

By: ___________________________
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY
Director of Transportation

By: ____________________________
DAVID AMBUEHL Date
Deputy District Director
Maintenance District 4

EXHIBIT A
TRAFFIC SIGNAL AND LIGHTING AGREEMENT
Caltrans and CITY of ST. HELENA
Effective ____________, 20____

BASIS OF COST DISTRIBUTION
State-Owned and Maintained
Billed by the State

Route	PM	Location	Type of Facility	Cost Distribution %	
				STATE	CITY
29	28.4	Grayson Ave. & Main St. E21G4	Signal and Flashing Beacons	67	33
29	28.50	Pope St/Mitchell Dr. & Main St. E21C7	Signal and Lighting	50	50
29	28.75	Adams St. & Main St. E21B9	Signal and Lighting	50	50
29	28.92	Fulton Ln./Madrona Ave. & Main St. E21B6	Signal and Lighting	50	50

Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **Consent**

Subject: **Consideration and approval of a Resolution accepting Brush-17, a Type 6 Fire Engine from the St. Helena City Fire Department Association with a total value of $268,143.94**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND
The St. Helena City Fire Department Association was founded in 1911 as a volunteer fire department and is based on a strong sense of dedication and commitment to the community. Although the St. Helena Fire Department is no longer volunteer, they hold to the strong sense of dedication and commitment to the City of St. Helena. Over the years, the Association holds various fundraisers in order to help support the operations of the St. Helena Fire Department.

DISCUSSION
In July 2018, the Association purchased a 2018 Ford F550 Chassis for a total purchase price of $61,409.03. The F550 Chassis will be converted to a Type 6 Fire Engine for an additional cost of $206,734.91 for a total cost of $268,143.94. When complete, the Type 6 Fire Engine will replace Brush-17, a one-ton Chevrolet. The Chevrolet will be come Brush-217 and the Ford will become the new Brush-17 vehicle. Work is estimated to be complete in May 2019.

Funds for the purchase of the vehicle and the costs to convert the vehicle into a Type 6 Fire Engine has been paid 100% by the St. Helena City Fire Department Association and is funded by donations, including an anonymous donor who paid $75,000 towards the new brush engine for naming rights. Brush-17 engine will be named Swifty, who was a poodle.

Staff is presenting this item to City Council to acknowledge the generous support from the Association as well as formally accept Brush-17.

FISCAL IMPACT

There is no fiscal impact in accepting the Type 6 Fire Engine - Brush-17.

RECOMMENDED ACTION

Staff recommends City Council approve a Resolution accepting Brush-17, a Type 6 Fire Engine from the St. Helena City Fire Department Association with a total value of $268,143.94

ATTACHMENTS

Resolution Accepting Brush-17

CITY OF ST. HELENA

RESOLUTION NO. 2018-____

Resolution accepting Brush-17, a Type 6 Fire Engine from the St. Helena Fire Department Association with a total value of $268,143.94

RECITALS

A. The St. Helena City Fire Department Association was founded in 1911 as a volunteer fire department and is based on a strong sense of dedication and commitment to the community; and

B. Although the St. Helena Fire Department is no longer volunteer, they hold to the strong sense of dedication and commitment to the City of St. Helena; and

C. Over the years, the Association holds various fundraisers in order to help support the operations of the St. Helena Fire Department; and

D. In July 2018, the Association purchased a 2018 Ford F550 Chassis for a total purchase price of $61,409.03. The F550 Chassis will be converted to a Type 6 Fire Engine for an additional cost of $206,734.91 for a total cost of $268,143.94. When complete, the Type 6 Fire Engine will replace Brush-17, a one-ton Chevrolet. The Chevrolet will become Brush-217 and the Ford will become the new Brush-17 vehicle. Work is estimated to be complete in May 2019; and

E. Funds for the purchase of the vehicle and the costs to convert the vehicle into a Type 6 Fire Engine has been paid 100% by the St. Helena City Fire Department Association and is funded by donations, including an anonymous donor who paid $75,000 towards the new brush engine for naming rights. Brush-17 engine will be named Swifty, who was a poodle; and

F. The City of St. Helena is grateful for the continued generous support of the Association.

RESOLUTION

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

1. Acceptance of Brush-17, a Type 6 Fire Engine from the St. Helena City Fire Department Association with a total value of $268,143.94.

Approved at a Regular Meeting of the St. Helena City Council on November 27, 2018, by the following vote:

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

APPROVED:	ATTEST:
______________________	______________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

Report to the City Council

Council Meeting of November 27, 2018

Agenda Section: **Consent**

Subject: **Consideration and approval of a Resolution approving City of St. Helena City Council Policy P-FI-0016 Financial Policy.**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On October 23,2018, staff presented St. Helena City Council Policy P-FI-0016 Financial Policy to the City Council for direction and consideration. Direction was requested on the General Fund reserve level. Following discussion by City Council and consideration of public comment received the following direction was made to staff:

1. Set the General Fund Reserve Level to 30%
2. Follow-up by Mayor Galbraith and Finance Director Mitts on incorporating public comments, where appropriate.

DISCUSSION

Public comment regarding the draft financial policies was received during the City Council meeting (Attachment 1). Finance Director Mitts and Mayor Galbraith met and reviewed the public comments provided. Based on the feedback received, several revisions were made to the City of St. Helena City Council Policy P-FI-0016 Financial Policy which is being presented to the City Council for recommended approval. A summary of the changes is listed below.

1. Section G Debt Management #3 - removed that the City will make every effort to use pay as you go financing for capital improvement projects. Additionally, the remaining portion of #3 has been combined with #8 in Section G.

2. Section J Fund Balance Levels - revised the fund balance level to 30% per City Council direction on October 23, 2018.
3. Section K Financial Reporting - additional clarification and policy was added to this section. The changes include: a more detailed description of the types of reports, the purpose of reports, report requirements, and timing of reports. The following items were added:
   - The CAFR currently includes information on the adopted budget (Original), adjusted budget (Final), and the year-to-date actuals (Actual Amounts), this requirement was added to the periodic internal reports;
   - Recognition that budget decisions are of primary concern for the City Council, City Management, the public, and various stakeholders;
   - Clarifying information regarding the use of internal and external financial reporting;
   - Addition of Long Range Financial Forecast as an internal reporting requirement in conjunction with the annual budget process;
   - Internal Financial Reporting which includes the following:
     - Recognition this tool is to monitor budgetary compliance on a timely basis
     - Information on what is included in the periodic financial reports
     - Reports will be issued on a periodic basis (no less than quarterly) and no more than 30 days after the close of the period
     - Reports will provide details on the General, Water, and Wastewater Funds with summary information on all funds provided as an attachment
     - An end of the fiscal year unaudited report will be issued nor more than 60 days after the close of Q4 with end of year estimates for revenues and expenditures/expenses for all funds
     - Periodic reports will compare the adopted budget, adjusted budget, and year-to-date actuals
   - External Financial Reporting - CAFR which includes the following:
     - Purpose of the CAFR
     - Requirements of the CAFR
     - Process for completing the CAFR
     - Periodic rotation of audit service provider
     - Timeliness of CAFR - Due by December 31st of each year

Attached to this report are the following documents: (1) Revisions to P-FI-0016 Financial Policy in track changes and (2) a clean copy of P-FI-0016 Financial Policy.

FISCAL IMPACT

None.

RECOMMENDED ACTION

Staff recommends City Council pass a Resolution approving City of St. Helena Policy P-FI-0016 Financial Policy.

ATTACHMENTS
Comments on Financial Policy
Resolution No. 2018-____ P-FI-0016 Financial Policy
P-FI-0016 Financial Policy redline updated 111418
P-FI-0016 Financial Policy updated 111418 draft

From: Mark Smithers
To: April Mitts
Cc: Mark Prestwich
Subject: Comments on Financial Policy
Date: Friday, November 09, 2018 11:02:25 AM

April,

Sorry I didn't get back with you earlier. Just a bit busy. As to the financial policy, here are my few comments:

III Policy A#2 provides for timely requirements. It would be best to provide a deadline; within so many days after the end of each month, quarter, year, etc. This way city council, city management, and the public have a clear expectation as to when information will be available.

III Policy B#3 d second bullet. Actual results should be compared to the original budget as well as the final adopted budget. Original budget is more important as this gives a clearer understanding of how good the budget process is and what is different from our original intentions or expectations.

III Policy G Debt Management #3. Pay as you go financing for capital improvements should not be the emphasis especially for large and very long lived assets. Best finance and funding practices match funding and financing with the type of asset or expenditure and as such long term capital projects can appropriately be funded with long term financing. Obviously this is dependent on the cash flows of the city, cash flow projections, reserves, and ability to service the debt. Pay as you go would require years and decades of savings and very well likely result in deferred projects as cities have a tendency to keep reserves at a 25% level and fund operation (as opposed to capital improvements) on annual basis. Debt financing of capital improvements should be appropriately used within the constraints of an overall cash and financial management plan based on long term forecasts and prudent financial management. Pay as you go should not be the guiding principle for capital improvements.

III Policy G Debt Management #10. This shouldn't just speak to the present situation. A good Financial Policy will anticipate the future and alternative situations. As such maintenance of minimum coverage ratio should speak more broadly to all debt covenants that may arise and all funding that may arise in other "entities" such as the General Fund (as opposed to just speaking to Water and Wastewater).

III Policy K Financial Reporting. As noted above, there should be deadlines. Annual final financials should be delivered to city management and city council within a set period after year end such as 45 days. The audit should be completed within 90 days. The deadlines shouldn't be determined based on the required debt covenant or a filing due date which really is an absolute drop dead date. Best practices provide that financial information including monthly, quarterly, budget updates, annual long rage financial forecasts, audits, etc. should be provided as soon as practical which should be delivered within a useful or actionable time. To receive financial updates, etc. long after the end of the period doesn't help (or at least lacks impactfulness) the city manager and city council manage the operations and finances of the city in a prudent manner. This policy section should also speak to all funds (General Fund, Water, Wastewater) and the underlying sub funds / reserves.

I think you should consider having separate financial policy statements for the General Fund, the Water Enterprise, and the Wastewater Enterprise. Each "entity" should more or less stand on its own.

I hope this is helpful. It is meant to be.

Best to you,

Mark

Mark Smithers | Senior Vice President, Finance
Trinchero Family Estates
Office: 1-707-302-3027 | Ext. 2612 | Mobile: 1-707-290-4508
msmithers@tfewines.com

CITY OF ST. HELENA

RESOLUTION NO. 2018-__

Resolution approving City of St. Helena City Council Policy P-FI-0016 Financial Policy and repealing and rescinding any previous policies or administrative memoranda which are inconsistent with City Council Policy P-FI-0016.

RECITALS

A. The City recognizes that fiscal policies and procedures are necessary for efficient, effective, and proper accounting of City spending; and

B. City Council Policy P-FI-0016 Financial Policy has been reviewed by City Council; and

C. To avoid any inconsistencies with policy application, it is necessary to repeal and rescind any previous policies and procedures which conflict with City Council Policy P-FI-0016 Financial Policy.

RESOLUTION

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

1. Approves City of St. Helena City Council Policy P-FI-0016 Financial Policy; and

2. Repeals and rescinds any previous policies or administrative memoranda which are inconsistent with City Council Policy P-FI-0016 Financial Policy.

Approved at a Regular Meeting of the St. Helena City Council on November 27, 2018, by the following vote:

Mayor Galbraith:

Vice Mayor White:

Councilmember Dohring:

Councilmember Koberstein:

Councilmember Ellsworth:

APPROVED:	ATTEST:
______________________	______________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

	City of St. Helena Administrative Policy Finance	Policy Financial Policy
		Page 1 of 15

Title: Financial Policy		Policy #	P-FI-0016
		Revision #	Release
		Implementation Date	2018-~~10-23~~11-28
		Last Update Date	2018-~~10-23~~11-27
Approval by City Council		Date Approved	2018-~~10-23~~11-27

I. Purpose, Overview and Scope of this Policy

This document establishes policies of overall financial management, budget development, and fiscal administration for the City of St. Helena. Included herein are statements and principles designed to guide the City in maintaining its financial stability and delivering high-quality services to the public.

Formally adopted financial policies assist elected officials and City staff in the development of fiscal management practices, save time, and provide structure for financial decisions, promote public confidence, enhance transparency, and provide continuity over time. These policies will be updated periodically, but are designed with a long-term perspective and provide the basic framework and road map for addressing a wide variety of financial and economic conditions that the City will encounter. A fiscal policy supports long-term planning and enhances the City's effectiveness in implementing long-term strategies to deliver efficient public services.

This document provides a structured, central repository for a variety of fiscal policies which are organized into the following categories:

A. General Financial Principles
B. Annual Operating Budget Policy
C. Capital Improvement Program
D. Revenues
E. Expenditures
F. Cash Management
G. Debt Management
H. Fund Definitions
I. Fund Balance Classifications
J. Fund Balance Levels
K. Financial Reporting
L. Review and Update

II. Authority

Updates to this policy require City Council approval.

	City of St. Helena Administrative Policy Finance	Policy **Financial Policy**
		Page 2 of 15

III. Policy

A. General Financial Principals

It is the overall policy of the City of St. Helena to build upon a sound conceptual framework to:

1. Manage its financial resources in a responsible and prudent manner.
2. Provide financial information in a relevant, thorough and timely manner, and in a format that effectively communicates financial status to the Council, citizens, and City employees.
3. Establish and maintain prudent fund balance levels.
4. Maintain financial reporting in compliance with current governmental accounting standards.
5. Promote and implement a relevant and strong system of internal financial controls to manage significant risks and monitor the reliability and integrity of financial and operating reporting.
6. Promote constructive and proactive financial decision making that includes, and is responsive to, citizens input and guidance.
7. Integrate long-term operating and capital resources planning into the annual budget process.
8. Allow for uncertainties and maintain a posture of financial flexibility.
9. Develop programs in a manner that support the City's long-term ability to cover costs and provide the level and quality of service expected by its citizens.
10. Manage debt responsibly.
11. Establish and implement investment policies in accordance with City code and State law.

B. Annual Operating Budget Policy

1. Adoption of Annual Operating Budget
   a. Per Municipal Code 2.12.060.B.9, the City Manager supervises the preparation of a detailed, proposed municipal budget and submit the same to the Council on or before May 15th of each year, and to offer their recommendations as to such increases, decreases, cancellations, transfers, or changes in any of the items included in the proposed budget as in their judgment should be made before the adoption of the budget.
   b. An annual operating budget will be adopted by the City Council no later than June 30th of each fiscal year. The budget will include appropriations that provide expenditure authority to public officials responsible for operating their respective departments to fulfill obligations to provide public services as delegated by the City Council.

P-FI-0016

c. Funds may not be expended for a new fiscal year until the budget for that fiscal year has been adopted by City Council or special provisions have been adopted by the City Council.
d. Total projected expenditures shall not exceed total estimated revenues. Should this occur, City Council may approve a planned use of accumulated fund balances in prior years for inclusion in the budget.
e. The City should maintain a multi-year financial forecast (Long Range Financial Forecast) that is updated as part of the annual budget development process.
f. One-time revenue sources are not to be relied upon to fund on-going operations.

2. Controlling and Adjusting the Annual Budget
   a. The City structures and controls its budget by use of the following funds:
      - General Fund - is the primary operating fund of the City. It accounts for the receipt of property tax, general sales tax, transient occupancy tax, and other general revenues available to finance City operations. The General Fund accounts for all revenues and expenditures that do not fit the criteria to be accounted for in other funds with external restrictions imposed by their respective financing sources.
      - Special Funds - account for resources externally restricted for use by their respective funding sources, such as grant programs financed by the State and Federal governments.
      - Enterprise Funds - account for water and wastewater systems, and may be used for fee-based programs if the intention is to recoup almost all City costs through fees or other charges.
      - Internal Service Funds - account for centralized service costs (such as vehicle services made available to all operating departments). Charges from the internal service funds appear as an expenditure in the user department, and as revenue in the central service department.
   b. The City's budget is controlled at the fund level by the City Council.
      - The City Council, as representatives of the public, is the sole authority for creating or increasing expenditure appropriations within a fund. The City Council is also the exclusive authority for approving changes in revenue estimates with funds.
   c. Department Directors will be held directly responsible and accountable for their budgets as originally adopted by the City Council

or as thereafter revised in accordance with this policy. The level of expenditure control for departments is at the departmental level.

d. Departments that operate programs among different funds are limited to the appropriation levels within any one fund. This policy also describes the level of authority needed to amend the adopted budget.

3. Transfers and revisions to the adopted budget:
   a. The City Council approves:
      - All increases in appropriations within a fund.
      - All transfers of appropriations between funds.
      - All decreases in appropriations, with the exception that the City Manager may direct Department Directors to suspend expenditures pending Council consideration of decreases in appropriations needed to respond to fiscal emergency.

   b. The City Manager approves:
      - The City Manager may make budget transfers between departments or programs as long as those changes do not increase overall appropriations within any one given fund. Transfers between funds, overall increases in fund appropriations, and overall increases in project budgets can only be made through City Council action.

   c. Department Directors 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.

   d. Finance Department:
      - The Finance Department is responsible for providing forms and instructions for requesting appropriation adjustments, and for analyzing and recommending adjustments to the City Manager. The Finance Department will record approved budgets and adjustments into the City's financial system.
      - The Finance Department will ensure that the City's Comprehensive Annual Financial Report (CAFR) includes a comparison of actual expenditures against the final budget, as amended and adjusted under the authorities of this policy.

4. Operating expenditure appropriations not spent during the fiscal year lapse at year-end, except for:
   a. Encumbrances or commitments, as in the form of finalized purchase orders made during the fiscal year that have not been completed at year-end.

b. Appropriations for capital improvement projects and ongoing grants with a life-cycle beyond one year.

5. Governmental funds use the modified accrual basis of accounting while proprietary and fiduciary fund types are budgeted on a full accrual basis of accounting. The CAFR presents City's finances on a Generally Accepted Accounting Principles (GAAP) basis and the City's budget is prepared in conformance with these standards.
6. The City's budget must comply with the annual determination of the City's appropriations limit (GANN Limit) calculated in accordance with Article XIIB of the Constitution of the State of California and the City shall adopt an annual resolution to this effect.

C. Capital Improvement Program

1. The City will develop and maintain a five-year Capital Improvement Program (CIP) to be updated annually in conjunction with the operating budget. The CIP should reflect the current and changing needs of the community as well as enhance the community's quality of life.
2. All projects within the CIP are to be tracked systematically and reports should clearly display budget-to-actual performance by project, fund category, and project status.
3. Capital improvements that specifically benefit a select group of users and/or are fee-for-service based are to be financed through user fees, service charges, special assessments and taxes, or development impact fees.
4. Capital improvements that specifically benefit a fee-for-service enterprise operation (such as Water/Wastewater) are to be financed through the service fees generated within that operation and fund. Such fees should be supported by periodic updates to the related utility master plan.
5. Transfers of resources to the CIP fund will be evaluated on an annual basis dependent upon the existence of available surplus dollars.
6. The City should strive to maximize the use of capital grants and State assistance in funding capital improvements before utilizing general revenue sources.

D. Revenues

1. The City will strive to maintain a diversified and stable revenue base to minimize the impact of economic fluctuation.
2. The City will seek out, apply for, and effectively administer Federal, State, and other grants that address the City's current operating and capital priorities in accordance with P-FI-0007 – Grant Application and Management Policy.
3. The City will pursue revenue collection and auditing to assure that funds due to the City are accurately received in a timely manner.

4. The City will seek reimbursement for State mandated costs whenever possible.
5. The City will adopt user fees with appropriate levels of cost recovery.
6. User fee studies should be performed and updated every five years to ensure the proper balance of costs and service charges. The City should strive to cover the full cost of providing non-tax and discretionary fee-based service operations except to the extent that City Council approves defined subsidy levels by program area.
7. Operating departments are to review public services to identify and determine those appropriate for fee collection. Recommendations for new fees are to be presented to the City Council for adoption to ensure fees reflect all direct and reasonable indirect costs of providing such services.
8. Enterprise operations will be self-supporting.

E. Expenditures

1. Expenditures are to be budgeted and controlled so as to not exceed estimated revenues plus the approved and planned use of fund balances accumulated in prior years.
2. The City will conduct a mid-year financial status review to determine if projected revenues and expenditures meet target levels. If an operating deficit is projected at year-end, the City should evaluate the need for immediate corrective and/or mitigating actions, including operating or capital expenditure reductions and/or activate the use of established contingency balances. The deferral of essential and scheduled operational expenditures into the following fiscal year or the use of short-term loans and transfers to balance the budget should be avoided.
3. The City implements a formal purchasing system, principles, and guidelines to ensure that expenditure levels are monitored throughout the course of any fiscal year.

F. Cash Management

1. Annually the City's Investment Policy P-FI-0002 is reviewed and presented to City Council for adoption.
2. Investments for the City are reported at fair value (generally based on quoted market prices). The State Treasurer's Investment Pool and California Asset Management Program (CAMP) operate in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

G. Debt Management

1. The City should plan the use of debt in a manner that sustains financial payments at manageable levels.
2. The City will seek to maintain a high credit rating through sound financial practices as a basis for minimizing borrowing costs.
3. ~~The City will make every effort to use pay-as-you-go financing for capital improvement projects.~~ The City will not issue long-term debt to fund current operations. Debt financing should only be used for long-term capital improvement projects with a useful life exceeding the term of the financing and for which the project revenues or specific identified revenue sources are sufficient to service the long-term debt. ~~Debt financing for a project can be used if the overall projects cost exceeds anticipated available resources and/or~~ Debt Financing can be used if the cost of financing is favorable as compared to the use of City investment holdings over the financing term.
4. The City will monitor all forms of debt annually in conjunction with the budget preparation process and report concerns and remedies, if necessary, to the City Council.
5. The City will diligently comply with and monitor compliance with all bond covenants.
6. The City will cause to be prepared and will timely post to the Electronic Municipal Market Access database (EMMA) all required annual continuing disclosures and, if needed, any material event notices.
7. The City will monitor all debt obligations for ongoing tax compliance and arbitrage reporting.
8. ~~The City will not issue long-term debt to fund current operations. Debt financing should only be used for long-term capital improvement projects with a useful life exceeding the term of the financing and for which the project revenues or specific identified revenue sources are sufficient to service the long-term debt.~~

~~9.~~8. The City will not incur general obligation indebtedness for public improvements which exceed in aggregate 15% of the assessed value of all real and personal property of the City as specified in the California Government Code Section 43605.

~~10.~~9. The City will maintain a minimum net revenue coverage ratio for the Water and Wastewater funds (all annual revenues remaining after operating and maintenance expenses, net of pass-through grants, to annual debt service requirements net of excess appropriations required for variable rate debt) ~~of~~ as required by each funding source.

H. Fund Definitions

1. Governmental Fund Type Definitions

Governmental fund types include the General Fund, special revenue funds, capital projects funds, debt service funds, and permanent funds. The Governmental Accounting Standards Board (GASB) has clarified the definitions of these funds as follows:

a. General Fund – The General Fund should be used to account for and report all financial resources not accounted for and reported in another fund.
b. Special Revenue Funds – Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, committed, or assigned to the specific purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.
c. Capital Projects Funds – Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.
d. Debt Service Funds – Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for further years' payments. Debt service funds should be used to report resources if legally mandated.
e. Permanent Funds – Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Permanent funds do not include private-purpose trust funds, which should be used to report situations in which the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments.

2. Proprietary Fund Type Definitions
   Proprietary fund types include enterprise funds and internal service funds. GASB has clarified the definitions of these funds as follows:
   a. Enterprise Funds – GAAP provide that enterprise funds may be used to report any activity for which a fee is charged to external users for goods or services. Furthermore, a given activity must be accounted for in an enterprise fund if it meets any of the following criteria (in the context of its principal revenue sources):
      a. There is outstanding debt that is backed solely by fees and charges;
      b. Laws or regulations require that fees and charges be set to recover costs, including capital costs (depreciation or debt service); or
      c. There is a pricing policy that fees and charges be set to recover costs, including capital costs (depreciation or debt service).
   b. Internal Service Funds – Internal service funds are used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units, or to other governments, on a cost-reimbursement basis.

3. Fiduciary Fund Type Definitions
   Generally Accepted Accounting Principles (GAAP) require fiduciary funds to report assets held in trustee or agency capacity for others cannot be used to support the government's own programs. Fiduciary funds, as reported in GAAP financial statements, never should include resources that can be used to support the government's own programs. Within the fiduciary ~~funds~~funds' category, funds that involve a trust agreement that affects the degree of management involvement and the length of time that the resources are held are distinguished from funds that involve only the receipt, temporary investment and remittance of fiduciary resources. Fiduciary fund types include pension, investment trust funds, private-purpose trust funds, and agency funds.
   c. Pension Funds – Used to report resources that are required to be held in trust for the members and beneficiaries of defined benefit pension plans, defined contribution plans, or other postemployment benefit plans, or other employee benefit plans.
   d. Investment Trust Funds – Used to report the external portion of investment pools reported by the sponsoring government.
   e. Private-purpose Trust Funds – Used to report all other trust arrangements under which principal and income benefit individuals, private organizations, or other governments.

f. Agency Funds – Used to report resources held by the reporting government in a purely custodial capacity.

I. Fund Balance Classifications

1. Governmental Fund Balances
   a. Fund balance is defined as the difference between assets and liabilities and in Governmental funds is reported as fund balance. GASB No. 54 classified fund balances into the following categories:
      - Nonspendable: The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale.
      - Restricted: The restricted portion of fund balance is restricted to specific purposes. Examples are Gas Tax revenues and grant proceeds.
      - Committed: The committed portion of fund balance is constrained by the limitations imposed through formal City Council action. Only formal City Council action can remove or modify a previously committed account.
      - Assigned: The assigned portion of fund balance is established for intended use by either the City Council or its designee, such as the City Manager. No formal City Council action is needed to remove the intended use. GAAP required reserves, such as the Other Post-Employment Benefits (OPEB) reserve, belong to this category.
      - Unassigned: The unassigned portion of fund balance is that remaining after the non-spendable, the restricted, the committed, and the assigned fund balances are identified and recorded.

The City of St. Helena will use GASB's definitions of fund balance for the annual CAFR and for all other financial reporting. For all financial planning purposes, the term Net Position or Fund Balance will be used and will include any portion of the fund balance that is available for appropriation.

<u>Preferred order of use of governmental fund balances:</u>

The City shall strive to use the most restricted fund balances prior to utilizing those that are less restricted. The following order of use reflects this guideline:

a. Non-spendable (if funds become spendable)
b. Restricted
c. Committed
d. Assigned
e. Unassigned

2. Proprietary and Fiduciary Fund Balances (Net Position)
   a. Fund balance is defined as the difference between assets and liabilities and in Proprietary and Fiduciary fund is reported as net position. GASB No. 63 classified reporting of net position into the following categories:
      - Net Investment in Capital Assets: The net investment in capital assets component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
      - Restricted for Capital Projects: The restricted component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Generally, a liability relates to restricted assets if the asset results from a resource flow that also results in the recognition of a liability or if the liability will be liquidated with restricted assets reported.
      - Unrestricted: The unrestricted component of net position is the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

J. Fund Balance Levels

The City of St. Helena has enacted the Fund Balance policies in an effort to ensure financial security through the maintenance of a healthy fund contingency balance that guides the creation, maintenance, and use of resources for financial stabilization purposes. The City's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The City also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of a healthy fund balance.

1. General Fund
   The City's fiscal goal is to maintain annual expenditure increases at a sustainable growth rate, and to limit expenditures to anticipated revenues in order to maintain a balanced budget. The Council's directed target is to maintain an unassigned fund balance of ~~twenty-five~~thirty percent (~~25~~30%) of annual operating expenditures for the fiscal year.
2. Buildings, Facilities, & Infrastructure Reserve
   Building, facilities, and infrastructure replacement reserve should be established and maintained to provide for the timely replacement of City owned fixed assets. The balance is hereby defined as assigned by the City Council to allow the City to maintain an infrastructure reserve with a target balance equivalent to the projected annual cost of the first year Capital Improvement Plan fund expenditures.
3. Equipment, Technology, & Vehicle Replacement Reserve
   The balance is hereby defined as assigned by the City Council to allow the City to set aside an appropriate amount of money to property fund equipment, technology, and vehicle replacement. The City shall set aside funding annually in this reserve based on the vehicle, technology, and equipment replacement schedule.
4. Other Benefit Reserves
   The City's policy permits employees to accumulate earned but unused vacation and sick leave benefits which are eligible for payment upon separation from service. Retiring employees have the option of applying 100% of their unused sick leave accrued towards the payment of continuation insurance premiums, to the extent allowed by law. The City should set aside funding annually in this reserve to match the current liabilities.
5. Unassigned Operating Reserve
   These balances are hereby defined as unassigned by the City Council to allow the City to weather unpredicted cyclical and rapid downturns in the economy. These funds would be available for use in such conditions to mitigate negative economic fiscal impacts or State takeaways and can be activated within any one budget cycle through Council action. An economic downturn would entail a projected and/or sudden drop in core revenues (major tax and service revenue loss) of equal to or greater than 10% (including the impact of inflation) and/or a change in economic parameters (such as interest rates, debt service rates, pension and health rates) that cause a material change in expenditures of 10% or more, or the occurrence of a local natural disaster or unexpected financial claim requiring the immediate use of cash balances.
6. Water and Wastewater Operating Fund Balances

The City should maintain balances in the Water and Wastewater Funds at a level sufficient to accommodate operating and capital needs. City Council's directed target for the Water Fund is 10-14 months (83%-106%) of annual operating expenditures in cash and the Wastewater Fund 6-8 months (50%-67%) of annual operating expenditures in cash. These amounts include cash balances in the Water and Wastewater Capital Improvement Project Funds. Multi-year fee studies for these funds should be updated periodically as a basis for defining the revenue sources necessary to maintain system infrastructure and required service levels. As a result of the periodic fee or master plan studies, adjustments to user charges may be necessary to maintain recommended fund balance levels.

K. Financial Reporting

Budget decisions are of primary concern for the City Council, City Management, the public, and various stakeholders. When considering the budget, staff presents updated projections for revenues and expenditures/expenses and the reports indicate whether prior estimates are tracking with the approved budget. Additionally, the external annual financial reporting for local governments involves producing the Comprehensive Annual Financial Report (CAFR) which is audited and produced by an independent, third party CPA/auditor. Throughout the year, the following reports are to be presented to City Council.

1. The City's accounting and financial reports are to be maintained in conformance with GAAP.
2. Long Range Financial Forecast
   a. A Long-Range Financial Forecast (LRFF) for the City's General Fund will be presented to City Council as part of the development of the annual budget.
   b. The LRFF provides a current and long-range financial assessment of revenues, expenditures, fund balance, and emergency reserves. The primary objective is to provide the City Council and the community with a financial forecast and identify any significant issues that may need to be addressed in the annual budget development process.
   c. The LRFF will consist of a baseline forecast, a recession forecast, and any other forecasts deemed necessary.
   d. The LRFF is a ten-year forecast.
   e. The LRFF will be updated as necessary throughout the fiscal year.
3. Internal Financial Reporting
   a. Internal financial reports help City Council, the public, and management to monitor budgetary compliance on a timely basis.
   b. Internal financial reports often provide more detail on individual departments than does general purpose external financial reporting

(Section 4 below) and does not require an independent auditor review and audit.

c. Internal financial reporting for all funds are to be issued on a periodic and timely basis – no less than quarterly and no more than 30 days after the close of the period. The report will provide detailed information for the General, Water, and Wastewater Funds and summary information for all funds will be included as attachments to the report.

d. An end of the fiscal year unaudited report will be issued no more than 60 days after the close of Q4 with end of year estimates for revenues and expenditures/expenses for all funds.

e. Periodic reports will compare the adopted budget (Original Budget), adjusted budget (Final Budget), and the year to date actuals (Actual Amounts).

4. External Financial Reporting - Comprehensive Annual Financial Report (CAFR)

a. An annual financial audit will be performed by an independent public accounting firm familiar with municipal government activities. The independent auditor will issue an audit opinion to be included in the City's Comprehensive Annual Financial Report (CAFR). Additionally, the CAFR and Independent Auditor's Report on Internal Control over Financial Reporting and Compliance will be presented to the City Council.

b. The CAFR is a set of financial statements for a state, municipality, or other governmental entity that comply with the accounting requirements established by the Governmental Accounting Standards Board (GASB).

c. In addition to the General, Water, and Wastewater Funds, the City also accounts for activities in approximately 70 special revenue funds that account for monies received from external parties with restrictions on their respective uses. The audit process ensures that the purposes of the various funds were carried out and the relative authorities to spend were honored.

d. The external auditor prepares financial reports for each fund based on the requirements of the funding source and once all funds are audited, they are accounted for in the financial statements, combining schedules, and notes to the financial statements.

e. ~~An annual financial audit will be performed by an independent public accounting firm familiar with municipal government activities. The independent auditor will issue an audit opinion to be included in the City's Comprehensive Annual Financial Report (CAFR). Additionally, the CAFR will be presented to the City Council.~~

f. Unless extraneous circumstances occur, ~~T~~the City ~~encourages the~~will ~~rotation~~ rotate ~~of~~ audit service providers every five years. If an auditor is being retained for longer than five years, the reason must be included in a staff report to City Council at the time of the contract execution or renewal.

~~2.~~g. The CAFR will be completed no later than December 31st following the close of the fiscal year.

~~3.~~h. The City is encouraged to submit the Annual CAFR to State and/or national government finance professional organizations (Governmental Finance Officers' Association's Certification of Achievement for Excellence in Financial Reporting, California Society of Municipal Finance Officers CAFR Award) for independent review and evaluation.

~~4.~~5. ~~Internal financial status reports are to be issued on a periodic and timely basis – no less than quarterly~~.

L. Review and Update

This financial policy will be reviewed periodically and updated, if necessary, to reflect any changing requirements.

	City of St. Helena Administrative Policy Finance	Policy Financial Policy
		Page 1 of 15

Title: Financial Policy		Policy #	P-FI-0016
		Revision #	Release
		Implementation Date	2018-11-28
		Last Update Date	2018-11-27
Approval by City Council		Date Approved	2018-11-27

I. Purpose, Overview and Scope of this Policy

This document establishes policies of overall financial management, budget development, and fiscal administration for the City of St. Helena. Included herein are statements and principles designed to guide the City in maintaining its financial stability and delivering high-quality services to the public.

Formally adopted financial policies assist elected officials and City staff in the development of fiscal management practices, save time, and provide structure for financial decisions, promote public confidence, enhance transparency, and provide continuity over time. These policies will be updated periodically, but are designed with a long-term perspective and provide the basic framework and road map for addressing a wide variety of financial and economic conditions that the City will encounter. A fiscal policy supports long-term planning and enhances the City's effectiveness in implementing long-term strategies to deliver efficient public services.

This document provides a structured, central repository for a variety of fiscal policies which are organized into the following categories:

A. General Financial Principles
B. Annual Operating Budget Policy
C. Capital Improvement Program
D. Revenues
E. Expenditures
F. Cash Management
G. Debt Management
H. Fund Definitions
I. Fund Balance Classifications
J. Fund Balance Levels
K. Financial Reporting
L. Review and Update

II. Authority

Updates to this policy require City Council approval.

III. Policy

A. General Financial Principals

It is the overall policy of the City of St. Helena to build upon a sound conceptual framework to:

1. Manage its financial resources in a responsible and prudent manner.
2. Provide financial information in a relevant, thorough and timely manner, and in a format that effectively communicates financial status to the Council, citizens, and City employees.
3. Establish and maintain prudent fund balance levels.
4. Maintain financial reporting in compliance with current governmental accounting standards.
5. Promote and implement a relevant and strong system of internal financial controls to manage significant risks and monitor the reliability and integrity of financial and operating reporting.
6. Promote constructive and proactive financial decision making that includes, and is responsive to, citizens input and guidance.
7. Integrate long-term operating and capital resources planning into the annual budget process.
8. Allow for uncertainties and maintain a posture of financial flexibility.
9. Develop programs in a manner that support the City's long-term ability to cover costs and provide the level and quality of service expected by its citizens.
10. Manage debt responsibly.
11. Establish and implement investment policies in accordance with City code and State law.

B. Annual Operating Budget Policy

1. Adoption of Annual Operating Budget
   a. Per Municipal Code 2.12.060.B.9, the City Manager supervises the preparation of a detailed, proposed municipal budget and submit the same to the Council on or before May 15th of each year, and to offer their recommendations as to such increases, decreases, cancellations, transfers, or changes in any of the items included in the proposed budget as in their judgment should be made before the adoption of the budget.
   b. An annual operating budget will be adopted by the City Council no later than June 30th of each fiscal year. The budget will include appropriations that provide expenditure authority to public officials responsible for operating their respective departments to fulfill obligations to provide public services as delegated by the City Council.

c. Funds may not be expended for a new fiscal year until the budget for that fiscal year has been adopted by City Council or special provisions have been adopted by the City Council.

d. Total projected expenditures shall not exceed total estimated revenues. Should this occur, City Council may approve a planned use of accumulated fund balances in prior years for inclusion in the budget.

e. The City should maintain a multi-year financial forecast (Long Range Financial Forecast) that is updated as part of the annual budget development process.

f. One-time revenue sources are not to be relied upon to fund on-going operations.

2. Controlling and Adjusting the Annual Budget

a. The City structures and controls its budget by use of the following funds:

- General Fund - is the primary operating fund of the City. It accounts for the receipt of property tax, general sales tax, transient occupancy tax, and other general revenues available to finance City operations. The General Fund accounts for all revenues and expenditures that do not fit the criteria to be accounted for in other funds with external restrictions imposed by their respective financing sources.
- Special Funds - account for resources externally restricted for use by their respective funding sources, such as grant programs financed by the State and Federal governments.
- Enterprise Funds - account for water and wastewater systems, and may be used for fee-based programs if the intention is to recoup almost all City costs through fees or other charges.
- Internal Service Funds - account for centralized service costs (such as vehicle services made available to all operating departments). Charges from the internal service funds appear as an expenditure in the user department, and as revenue in the central service department.

b. The City's budget is controlled at the fund level by the City Council.

- The City Council, as representatives of the public, is the sole authority for creating or increasing expenditure appropriations within a fund. The City Council is also the exclusive authority for approving changes in revenue estimates with funds.

c. Department Directors will be held directly responsible and accountable for their budgets as originally adopted by the City Council or as thereafter revised in accordance with this policy. The level of expenditure control for departments is at the departmental level.

d. Departments that operate programs among different funds are limited to the appropriation levels within any one fund. This policy also describes the level of authority needed to amend the adopted budget.

3. Transfers and revisions to the adopted budget:
   a. The City Council approves:
      - All increases in appropriations within a fund.
      - All transfers of appropriations between funds.
      - All decreases in appropriations, with the exception that the City Manager may direct Department Directors to suspend expenditures pending Council consideration of decreases in appropriations needed to respond to fiscal emergency.

   b. The City Manager approves:
      - The City Manager may make budget transfers between departments or programs as long as those changes do not increase overall appropriations within any one given fund. Transfers between funds, overall increases in fund appropriations, and overall increases in project budgets can only be made through City Council action.

   c. Department Directors 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.

   d. Finance Department:
      - The Finance Department is responsible for providing forms and instructions for requesting appropriation adjustments, and for analyzing and recommending adjustments to the City Manager. The Finance Department will record approved budgets and adjustments into the City's financial system.
      - The Finance Department will ensure that the City's Comprehensive Annual Financial Report (CAFR) includes a comparison of actual expenditures against the final budget, as amended and adjusted under the authorities of this policy.

4. Operating expenditure appropriations not spent during the fiscal year lapse at year-end, except for:
   a. Encumbrances or commitments, as in the form of finalized purchase orders made during the fiscal year that have not been completed at year-end.

b. Appropriations for capital improvement projects and ongoing grants with a life-cycle beyond one year.

5. Governmental funds use the modified accrual basis of accounting while proprietary and fiduciary fund types are budgeted on a full accrual basis of accounting. The CAFR presents City's finances on a Generally Accepted Accounting Principles (GAAP) basis and the City's budget is prepared in conformance with these standards.
6. The City's budget must comply with the annual determination of the City's appropriations limit (GANN Limit) calculated in accordance with Article XIIB of the Constitution of the State of California and the City shall adopt an annual resolution to this effect.

C. Capital Improvement Program

1. The City will develop and maintain a five-year Capital Improvement Program (CIP) to be updated annually in conjunction with the operating budget. The CIP should reflect the current and changing needs of the community as well as enhance the community's quality of life.
2. All projects within the CIP are to be tracked systematically and reports should clearly display budget-to-actual performance by project, fund category, and project status.
3. Capital improvements that specifically benefit a select group of users and/or are fee-for-service based are to be financed through user fees, service charges, special assessments and taxes, or development impact fees.
4. Capital improvements that specifically benefit a fee-for-service enterprise operation (such as Water/Wastewater) are to be financed through the service fees generated within that operation and fund. Such fees should be supported by periodic updates to the related utility master plan.
5. Transfers of resources to the CIP fund will be evaluated on an annual basis dependent upon the existence of available surplus dollars.
6. The City should strive to maximize the use of capital grants and State assistance in funding capital improvements before utilizing general revenue sources.

D. Revenues

1. The City will strive to maintain a diversified and stable revenue base to minimize the impact of economic fluctuation.
2. The City will seek out, apply for, and effectively administer Federal, State, and other grants that address the City's current operating and capital priorities in accordance with P-FI-0007 – Grant Application and Management Policy.
3. The City will pursue revenue collection and auditing to assure that funds due to the City are accurately received in a timely manner.

4. The City will seek reimbursement for State mandated costs whenever possible.
5. The City will adopt user fees with appropriate levels of cost recovery.
6. User fee studies should be performed and updated every five years to ensure the proper balance of costs and service charges. The City should strive to cover the full cost of providing non-tax and discretionary fee-based service operations except to the extent that City Council approves defined subsidy levels by program area.
7. Operating departments are to review public services to identify and determine those appropriate for fee collection. Recommendations for new fees are to be presented to the City Council for adoption to ensure fees reflect all direct and reasonable indirect costs of providing such services.
8. Enterprise operations will be self-supporting.

E. Expenditures

1. Expenditures are to be budgeted and controlled so as to not exceed estimated revenues plus the approved and planned use of fund balances accumulated in prior years.
2. The City will conduct a mid-year financial status review to determine if projected revenues and expenditures meet target levels. If an operating deficit is projected at year-end, the City should evaluate the need for immediate corrective and/or mitigating actions, including operating or capital expenditure reductions and/or activate the use of established contingency balances. The deferral of essential and scheduled operational expenditures into the following fiscal year or the use of short-term loans and transfers to balance the budget should be avoided.
3. The City implements a formal purchasing system, principles, and guidelines to ensure that expenditure levels are monitored throughout the course of any fiscal year.

F. Cash Management

1. Annually the City's Investment Policy P-FI-0002 is reviewed and presented to City Council for adoption.
2. Investments for the City are reported at fair value (generally based on quoted market prices). The State Treasurer's Investment Pool and California Asset Management Program (CAMP) operate in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

G. Debt Management

1. The City should plan the use of debt in a manner that sustains financial payments at manageable levels.
2. The City will seek to maintain a high credit rating through sound financial practices as a basis for minimizing borrowing costs.
3. The City will not issue long-term debt to fund current operations. Debt financing should only be used for long-term capital improvement projects with a useful life exceeding the term of the financing and for which the project revenues or specific identified revenue sources are sufficient to service the long-term debt. Debt Financing can be used if the cost of financing is favorable as compared to the use of City investment holdings over the financing term.
4. The City will monitor all forms of debt annually in conjunction with the budget preparation process and report concerns and remedies, if necessary, to the City Council.
5. The City will diligently comply with and monitor compliance with all bond covenants.
6. The City will cause to be prepared and will timely post to the Electronic Municipal Market Access database (EMMA) all required annual continuing disclosures and, if needed, any material event notices.
7. The City will monitor all debt obligations for ongoing tax compliance and arbitrage reporting.
8. The City will not incur general obligation indebtedness for public improvements which exceed in aggregate 15% of the assessed value of all real and personal property of the City as specified in the California Government Code Section 43605.
9. The City will maintain a minimum net revenue coverage ratio for the Water and Wastewater funds (all annual revenues remaining after operating and maintenance expenses, net of pass-through grants, to annual debt service requirements net of excess appropriations required for variable rate debt) as required by each funding source.

H. Fund Definitions

1. Governmental Fund Type Definitions
   Governmental fund types include the General Fund, special revenue funds, capital projects funds, debt service funds, and permanent funds. The Governmental Accounting Standards Board (GASB) has clarified the definitions of these funds as follows:
   a. General Fund – The General Fund should be used to account for and report all financial resources not accounted for and reported in another fund.

b. Special Revenue Funds – Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, committed, or assigned to the specific purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.

c. Capital Projects Funds – Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

d. Debt Service Funds – Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for further years' payments. Debt service funds should be used to report resources if legally mandated.

e. Permanent Funds – Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Permanent funds do not include private-purpose trust funds, which should be used to report situations in which the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments.

2. Proprietary Fund Type Definitions

   Proprietary fund types include enterprise funds and internal service funds. GASB has clarified the definitions of these funds as follows:

   a. Enterprise Funds – GAAP provide that enterprise funds may be used to report any activity for which a fee is charged to external users for goods or services. Furthermore, a given activity must be accounted for in an enterprise fund if it meets any of the following criteria (in the context of its principal revenue sources):

a. There is outstanding debt that is backed solely by fees and charges;
b. Laws or regulations require that fees and charges be set to recover costs, including capital costs (depreciation or debt service); or
c. There is a pricing policy that fees and charges be set to recover costs, including capital costs (depreciation or debt service).

b. Internal Service Funds – Internal service funds are used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units, or to other governments, on a cost-reimbursement basis.

3. Fiduciary Fund Type Definitions

Generally Accepted Accounting Principles (GAAP) require fiduciary funds to report assets held in trustee or agency capacity for others cannot be used to support the government's own programs. Fiduciary funds, as reported in GAAP financial statements, never should include resources that can be used to support the government's own programs. Within the fiduciary funds category, funds that involve a trust agreement that affects the degree of management involvement and the length of time that the resources are held are distinguished from funds that involve only the receipt, temporary investment and remittance of fiduciary resources. Fiduciary fund types include pension, investment trust funds, private-purpose trust funds, and agency funds.

c. Pension Funds – Used to report resources that are required to be held in trust for the members and beneficiaries of defined benefit pension plans, defined contribution plans, or other postemployment benefit plans, or other employee benefit plans.
d. Investment Trust Funds – Used to report the external portion of investment pools reported by the sponsoring government.
e. Private-purpose Trust Funds – Used to report all other trust arrangements under which principal and income benefit individuals, private organizations, or other governments.
f. Agency Funds – Used to report resources held by the reporting government in a purely custodial capacity.

I. Fund Balance Classifications

1. Governmental Fund Balances

a. Fund balance is defined as the difference between assets and liabilities and in Governmental funds is reported as fund balance. GASB No. 54 classified fund balances into the following categories:
   - Nonspendable: The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale.
   - Restricted: The restricted portion of fund balance is restricted to specific purposes. Examples are Gas Tax revenues and grant proceeds.
   - Committed: The committed portion of fund balance is constrained by the limitations imposed through formal City Council action. Only formal City Council action can remove or modify a previously committed account.
   - Assigned: The assigned portion of fund balance is established for intended use by either the City Council or its designee, such as the City Manager. No formal City Council action is needed to remove the intended use. GAAP required reserves, such as the Other Post-Employment Benefits (OPEB) reserve, belong to this category.
   - Unassigned: The unassigned portion of fund balance is that remaining after the non-spendable, the restricted, the committed, and the assigned fund balances are identified and recorded.

The City of St. Helena will use GASB’s definitions of fund balance for the annual CAFR and for all other financial reporting. For all financial planning purposes, the term Net Position or Fund Balance will be used and will include any portion of the fund balance that is available for appropriation.

<u>Preferred order of use of governmental fund balances:</u>

The City shall strive to use the most restricted fund balances prior to utilizing those that are less restricted. The following order of use reflects this guideline:

a. Non-spendable (if funds become spendable)
b. Restricted

c. Committed
d. Assigned
e. Unassigned

2. Proprietary and Fiduciary Fund Balances (Net Position)
   a. Fund balance is defined as the difference between assets and liabilities and in Proprietary and Fiduciary fund is reported as net position. GASB No. 63 classified reporting of net position into the following categories:
      - Net Investment in Capital Assets: The net investment in capital assets component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
      - Restricted for Capital Projects: The restricted component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Generally, a liability relates to restricted assets if the asset results from a resource flow that also results in the recognition of a liability or if the liability will be liquidated with restricted assets reported.
      - Unrestricted: The unrestricted component of net position is the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

J. Fund Balance Levels

The City of St. Helena has enacted the Fund Balance policies in an effort to ensure financial security through the maintenance of a healthy fund contingency balance that guides the creation, maintenance, and use of resources for financial stabilization purposes. The City's primary objective is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees due to temporary revenue shortfalls or unpredicted one-time expenditures. The City also seeks to maintain the highest possible credit ratings which are dependent, in part, on the City's maintenance of a healthy fund balance.

1. General Fund
   The City's fiscal goal is to maintain annual expenditure increases at a sustainable growth rate, and to limit expenditures to anticipated revenues in order to maintain a balanced budget. The Council's directed target is to

maintain an unassigned fund balance of thirty percent (30%) of annual operating expenditures for the fiscal year.

2. Buildings, Facilities, & Infrastructure Reserve
   Building, facilities, and infrastructure replacement reserve should be established and maintained to provide for the timely replacement of City owned fixed assets. The balance is hereby defined as assigned by the City Council to allow the City to maintain an infrastructure reserve with a target balance equivalent to the projected annual cost of the first year Capital Improvement Plan fund expenditures.
3. Equipment, Technology, & Vehicle Replacement Reserve
   The balance is hereby defined as assigned by the City Council to allow the City to set aside an appropriate amount of money to property fund equipment, technology, and vehicle replacement. The City shall set aside funding annually in this reserve based on the vehicle, technology, and equipment replacement schedule.
4. Other Benefit Reserves
   The City's policy permits employees to accumulate earned but unused vacation and sick leave benefits which are eligible for payment upon separation from service. Retiring employees have the option of applying 100% of their unused sick leave accrued towards the payment of continuation insurance premiums, to the extent allowed by law. The City should set aside funding annually in this reserve to match the current liabilities.
5. Unassigned Operating Reserve
   These balances are hereby defined as unassigned by the City Council to allow the City to weather unpredicted cyclical and rapid downturns in the economy. These funds would be available for use in such conditions to mitigate negative economic fiscal impacts or State takeaways and can be activated within any one budget cycle through Council action. An economic downturn would entail a projected and/or sudden drop in core revenues (major tax and service revenue loss) of equal to or greater than 10% (including the impact of inflation) and/or a change in economic parameters (such as interest rates, debt service rates, pension and health rates) that cause a material change in expenditures of 10% or more, or the occurrence of a local natural disaster or unexpected financial claim requiring the immediate use of cash balances.
6. Water and Wastewater Operating Fund Balances
   The City should maintain balances in the Water and Wastewater Funds at a level sufficient to accommodate operating and capital needs. City Council's directed target for the Water Fund is 10-14 months (83%-106%) of annual operating expenditures in cash and the Wastewater Fund 6-8 months (50%-67%) of annual operating expenditures in cash. These amounts include cash balances in the Water and Wastewater Capital Improvement Project Funds.

Multi-year fee studies for these funds should be updated periodically as a basis for defining the revenue sources necessary to maintain system infrastructure and required service levels. As a result of the periodic fee or master plan studies, adjustments to user charges may be necessary to maintain recommended fund balance levels.

K. Financial Reporting

Budget decisions are of primary concern for the City Council, City Management, the public, and various stakeholders. When considering the budget, staff presents updated projections for revenues and expenditures/expenses and the reports indicate whether prior estimates are tracking with the approved budget. Additionally, the external annual financial reporting for local governments involves producing the Comprehensive Annual Financial Report (CAFR) which is audited and produced by an independent, third party CPA/auditor. Throughout the year, the following reports are to be presented to City Council.

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   a. A Long Range Financial Forecast (LRFF) for the City's General Fund will be presented to City Council as part of the development of the annual budget.
   b. The LRFF provides a current and long-range financial assessment of revenues, expenditures, fund balance, and emergency reserves. The primary objective is to provide the City Council and the community with a financial forecast and identify any significant issues that may need to be addressed in the annual budget development process.
   c. The LRFF will consist of a baseline forecast, a recession forecast, and any other forecasts deemed necessary.
   d. The LRFF is a ten-year forecast.
   e. The LRFF will be updated as necessary throughout the fiscal year.
3. Internal Financial Reporting
   a. Internal financial reports help City Council, the public, and management to monitor budgetary compliance on a timely basis.
   b. Internal financial reports often provide more detail on individual departments than does general purpose external financial reporting (Section 4 below) and does not require an independent auditor review and audit.
   c. Internal financial reporting for all funds are to be issued on a periodic and timely basis – no less than quarterly and no more than 30 days after the close of the period. The report will provide detailed information for the General, Water, and Wastewater Funds and

summary information for all funds will be included as attachments to the report.

d. An end of the fiscal year unaudited report will be issued no more than 60 days after the close of Q4 with end of year estimates for revenues and expenditures/expenses for all funds.

e. Periodic reports will compare the adopted budget (Original Budget), adjusted budget (Final Budget), and the year to date actuals (Actual Amounts).

4. External Financial Reporting - Comprehensive Annual Financial Report (CAFR)

   a. An annual financial audit will be performed by an independent public accounting firm familiar with municipal government activities. The independent auditor will issue an audit opinion to be included in the City's Comprehensive Annual Financial Report (CAFR). Additionally, the CAFR and Independent Auditor's Report on Internal Control over Financial Reporting and Compliance will be presented to the City Council.

   b. The CAFR is a set of financial statements for a state, municipality, or other governmental entity that comply with the accounting requirements established by the Governmental Accounting Standards Board (GASB).

   c. In addition to the General, Water, and Wastewater Funds, the City also accounts for activities in approximately 70 special revenue funds that account for monies received from external parties with restrictions on their respective uses. The audit process ensures that the purposes of the various funds were carried out and the relative authorities to spend were honored.

   d. The external auditor prepares financial reports for each fund based on the requirements of the funding source and once all funds are audited, they are accounted for in the financial statements, combining schedules, and notes to the financial statements.

   e. Unless extraneous circumstances occur, the City will rotate audit service providers every five years. If an auditor is being retained for longer than five years, the reason must be included in a staff report to City Council at the time of the contract execution or renewal.

   f. The CAFR will be completed no later than December 31st following the close of the fiscal year.

   g. The City is encouraged to submit the Annual CAFR to State and/or national government finance professional organizations (Governmental Finance Officers' Association's Certification of Achievement for Excellence in Financial Reporting, California Society of

Municipal Finance Officers CAFR Award) for independent review and evaluation.

L. Review and Update

This financial policy will be reviewed periodically and updated, if necessary, to reflect any changing requirements.

Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **New Business**

Subject: **Report on compliance with the Calderon lawsuit Settlement Agreement and a Determination by the Planning Director that no additional project approvals are necessary to meet the milestones identified in the agreement.**

CEQA Determination: **Not a CEQA project**

Prepared By: Thomas B. Brown, City Attorney

Reviewed By: Noah Housh, Planning & Community Improvement Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This report is in response to the City Council's request for an update on the City's satisfaction of its obligations under the settlement agreement in the "*Calderon*" case.

In early 2013, several individual and institutional plaintiffs initiated a lawsuit in the United States District Court against the City of St. Helena and the owners of the residential property located at 1105 Pope Street. (*Calderon et al. v. City of St. Helena et al*., Case No. 3:12-cv-05819-JSW.) The individual plaintiffs were residents of the City who alleged they had tried unsuccessfully to rent affordable low-income units after having been vacated from their sub-standard homes. The institutional plaintiffs, including Greater Napa Valley Fair Housing Center d/b/a Fair Housing Napa Valley, and Latinos Unidos Del Valle De Napa Y Solano, were organizations who provide education, counseling, and enforcement around issues related to housing discrimination in the Napa Valley.

The plaintiffs' claims, which the City denied, were as follows:

- That the City improperly ordered the individual plaintiffs, who resided in sub-standard housing units at 1105 Pope Street, to move out of the apartments when the City "red-tagged" the units instead of citing the owners of the apartments for code violations and taking steps to ensure appropriate repairs were made.

- That plaintiffs suffered injury as a result of the City's conduct in allegedly obstructing and rejecting the development of housing affordable to lower income households.

- That the City improperly rejected all proposals for a parcel on Adams Street to build affordable housing units, despite staff recommendations to consider the proposals.

- That the City stymied efforts to develop affordable housing at the so-called Romero Street property.

- That although the City had formed a Housing Committee to make recommendations regarding planning for affordable housing, the City abruptly and improperly disbanded the Committee when it submitted a report recommending the development of affordable housing.

In 2014, the City Council approved a settlement of the lawsuit. The plaintiffs, their attorneys and the District Court all subsequently approved the settlement. A copy of the executed settlement agreement is attached to this report as **Attachment 1**.

The settlement agreement has numerous provisions imposing both short and long-term obligations on the City. Although this report does not undertake to exhaustively discuss each such provision, it does address the key provisions. As discussed below, the City is in compliance with those provisions, and has fully satisfied its total maximum payment obligations under the settlement agreement.

DISCUSSION

The City's basic obligations under the settlement agreement, and the status of the City's satisfaction of those conditions, are as follows:

1. The parties agreed to issue a joint press release (Settlement Agreement paragraph 2). **See Attachment 2**.

Status: This has been satisfied. The parties issued their joint press release shortly after the agreement was approved.

2. The City agreed to make periodic deposits into the City's Affordable Housing Trust Fund ("AHTF"). The City's obligation to make the deposits in all but one case is conditioned on the City's progress in its "approval" (a defined term under the agreement) of specified numbers of "Affordable Housing Units" ("AHU") at specified "benchmark" times.

The parties agreed that City's total potential monetary obligation under this section would not exceed $2.2 million, and that its potential liability could be less than $2.2

million depending on the City's timely satisfaction of the benchmarks. (Settlement Agreement paragraphs 3-4.)
The agreement allows the City to satisfy all or part of its "benchmark" payment obligations by both deposits (from any source including either impact fees or the General Fund), to the AHTF in excess of the minimum payments required under the agreement, and by application of the value of land donated by the City for affordable housing. (Settlement Agreement paragraphs 3, 4, 10.)

The deposits to the AHTF conditionally required under the agreement are as follows:

- $500,000 into the AHTF by December 31, 2016 at the latest. This payment obligation was not conditioned on the City's approval of AHUs. The settlement agreement envisioned that the source of this payment would be impact fees from the Grandview (Las Alcobas) hotel project. The settlement also acknowledged the City's right to make deposits into the AHTF from any source in excess of the $500,000 to satisfy other benchmark payments. (Settlement Agreement paragraphs 3, 4C.)

Status: This has been satisfied, and exceeded. The City deposited $790,439 from Las Alcobas Hotel project impact fees into the AHTF in 2014, and another $300,000 from Las Alcobas in 2016, totaling $1,090,439. These deposits reduced the City's remaining maximum payment obligation under the settlement agreement to $1,109,561.

In addition, following the execution of the settlement in 2014, the City has deposited $817,422 in development impact fees from other projects and from other sources, into the AHTF. This $817,422 is in excess of the $1,090,439 in fees from the Las Alcobas project discussed above.

In addition, in 2016 the City donated land with an assessed value of $800,000 to Our Town St. Helena for affordable housing at the Brenkle Court project.

As a result of those initial and subsequent deposits to the AHTF, as well as the land donation for the Brenkle Court project, the City has deposited $2,707,861 to the AHTF since entering into the agreement. This exceeds (and thus fully satisfies) the $2.2 million maximum payment obligation under the settlement agreement.

See Attachment 3 setting forth a spreadsheet of the AHTF deposits and Brenkle Court land donation since the settlement agreement was executed in 2014.

- $200,000 into the AHTF if the City has not approved six (6) AHUs by December 31, 2016. (Settlement Agreement paragraph 4, Table 1.)

Status: This payment was not required because (1) the City approved the development of eight (8) AHUs for the Brenkle Court project at 684 McCorkle Street prior to the December 31, 2016, benchmark date, and (2) the City had already satisfied its maximum payment obligation under the settlement agreement.

- $500,000 in the AHTF if the City has not approved a cumulative total of 12 AHUs by December 31, 2018. (Settlement Agreement paragraph 4, Table 1.)

Status: No deposit will be required because the City has already satisfied the maximum payment obligation under the settlement agreement.

However, the City anticipates issuance of a Certificate of Occupancy for the eight (8) AHUs at the Turley Flats project at 1105 Pope Street in late 2018/early 2019, bringing the City's cumulative total AHUs approved or occupied since entering into the agreement to 16.

- $750,000 in the AHTF if the City has not approved a cumulative total of 25 AHUs by December 31, 2020. (Settlement Agreement paragraph 4. Table 1.)

Status: No deposit will be required because the City has fully satisfied the maximum payment obligation under the settlement agreement as set forth above.

- $250,000 in the AHTF if the City has not approved a cumulative total of 30 AHUs by December 31, 2022. (Settlement Agreement paragraph 4, Table 1.)

Status: No deposit will be required because the City has already fully satisfied the maximum payment obligation under the settlement agreement as set forth above.

3. The agreement limits the kinds of units that qualify as AFUs for purposes of the benchmarks. Studio units, second units and age-restricted units do not count toward the City's AHU benchmarks. (Settlement Agreement paragraph 8.) The number of one bedroom units may not exceed the number of three bedroom units for benchmark purposes. (Settlement Agreement paragraph 9.)

Status: City staff advises that the AFUs at the Brenkle Court and Turley Flats projects, which the City has counted or will count toward its benchmarks, satisfy these requirements as they are all two- and three-bedroom units.

4. The City's expenditure of AHTF moneys deposited pursuant to the settlement agreement are restricted. First, AHTF moneys deposited pursuant to the settlement agreement may only be spent on the development of units that are affordable to

households with low, very low, or lower income in the City. (Settlement Agreement paragraph 11.) Second, for AHTF moneys deposited pursuant to the settlement agreement, no more than $100,000 may be spent per AFU. (Settlement Agreement paragraph 12.)

Status: City staff advises that the City has satisfied this requirement.

5. The City agreed to provide quarterly notices of AHTF deposits and balances to specified non-profit developers and organizations. (Settlement Agreement paragraph 13.)

Status: City staff advises that the City has satisfied this obligation. See Attachment 4, which provides the most recent example of the notices the City has provided each quarter.

6. The City agreed to "facilitate" (defined as use of the City's name and letterhead) funding applications by non-profit developers for tax credits, CDBG grants and other governmental funding. (Settlement Agreement paragraph 14.) This requirement applies to specified affordable housing developments, and the City agreed to include on its website the requirements and parameters for applications for funding from the AHTF. (Settlement Agreement paragraph 14b.)

Status: The City has not been asked to satisfy this "facilitation" obligation, but stands ready to do so. Although the City has not yet drafted specific requirements and parameters for applications for funding from the AHTF, a 'Housing Resources page was created on the City's website, which provides significant housing policy related information. In addition, the City has satisfied the purpose of this requirement by providing regular quarterly notices to non-profit developers and organizations as required by the settlement and through the dedication and release of AHTF monies to all affordable housing developers whom have made requests for such funding for their specific projects.

7. The City agreed to consider amending Resolution No. 2005-98 relating to local preference for affordable housing. (Settlement Agreement paragraphs 15-16.)

Status: The City Council approved the amendment.

8. The City agreed to consider amending SHMC chapter 17.144, the Density Bonus Ordinance. (Settlement Agreement paragraphs 17-18.)

Status: The City Council approved the amendment.

9. The City agreed to consider amending SHMC chapter 17.144 to add a new Section 17.144.080 to provide a water and sewer priority policy for specified residential projects. (Settlement Agreement paragraphs 19-20.)

Status: The City Council approved the amendment.

10. The City agreed to consider amending SHMC chapter 8.32, the City's Relocation Ordinance. (Settlement Agreement paragraphs 21-22.)

Status: The City Council approved the amendment.

11. The City agreed to conduct annual fair housing workshops, to be facilitated by Fair Housing Napa Valley (FHNV) and attended by specified City officials and personnel, for at least five years, and to pay FHNV $1,500 per year for such workshops. (Settlement Agreement paragraphs 23-25.)

Status: The City has satisfied this obligation by paying FHNV to conduct annual workshops.

12. The City agreed to pay the plaintiffs a lump sum of $300,000 to satisfy all monetary claims.

Status: The City has satisfied this obligation by paying the settlement amount.

Based on the analysis and summary of information provided by the City Attorneys Office, it is the determination of the Planning Director that the City's obligations under Calderon have been satisfied, as set forth in this report, the City is not required to approve any additional affordable housing units in order to comply with the milestones identified in the Settlement Agreement.

FISCAL IMPACT

There will be no Council action nor further fiscal impact to the General Fund related to this report. Satisfaction of the underlying Calderon settlement agreement has the potential to impact the General Fund as set forth herein.

RECOMMENDED ACTION

This is an informational report only. No action is being requested or required.

ATTACHMENTS

Calderon Settlement Agreement
Calderon Settlement Press Release
Sample Quarterly Report of AHTF Deposits
Copy of Summary Spreadsheet for Calderon Settlement-Final

Attachment 1

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs, Esvin Calderon, JC, EC and LC, minors, by and through their guardian ad litem, Esvin Calderon, Sali Alvarzez, ML, a minor, by and through her Guardian ad litem, Sali Alvarzez, Lidia Valenciano, Antonio Gutierrez, Maria De Jesus Cirigo, Bernardo Garcia, Greater Napa Valley Fair Housing Center, d/b/a Fair Housing Napa Valley ("NVFH"), Latinos Unidos del Valle de Napa y Solano ("LUNA"), initiated this action in the United States District Court for the Northern District of California, Case Number C 12-05819 VC, alleging that defendant, the City of St. Helena ("the City"), promoted or maintained policies, practices, or actions that had the purpose or effect of displacing or excluding Latino residents and low-income residents from the City, claimed to be in violation of the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.;* the Civil Rights Act of 1866, 42 U.S.C. § 1983, California Government Code §65008 and other state laws. Plaintiffs have also included claims in Case Number C 12-05819 VC against the City in connection with its role in the inspection, Code enforcement, and "red-tagging" of dwelling units located at 1103-1105 Pope Street ("the Pope Street dwellings").

Plaintiffs and the City desire to avoid further litigation and agree that Case Number C 12-05819 VC should be compromised, settled and resolved without further litigation. Plaintiffs and the City therefore have agreed to enter into this Settlement Agreement and Release regarding all claims that were or could have been brought in this action by plaintiffs against the City and against other released parties as detailed below. By entering into this Settlement Agreement and Release ("this Agreement"), the City of St. Helena does not make any admission of liability or wrongdoing, and explicitly denies that it engaged in any wrongful conduct, or in any of the discriminatory and unlawful conduct alleged by plaintiffs.

Plaintiffs' claims against the owners and operators of the Pope Street dwellings, Grazia Barbarino, Corrado Barbarino, Salvatore Barbarino, and Renee P. Paladini (collectively, the "Individual Defendants"), have been resolved by way of a separate settlement agreement and release. The settlement with the Individual Defendants together with this Agreement will fully and finally resolve all claims by and against all parties who were or could have been named as parties in Case Number C 12-05819 VC.

I.
DEFINITIONS

1. The following terms when used in this Agreement, in addition to terms defined elsewhere in the Agreement, shall have the following meaning:
   a. "Affordable Housing Units" (or "AFUs") refer to dwelling units as referenced in St. Helena Municipal Code § 17.146.020 that are specifically designated and restricted to occupancy by extremely low, very low, or lower income households as those terms are defined in California Health and Safety Code §50106, §50105, and §50079.5 respectively, and which are not restricted by age.

b. "The Affordable Housing Trust Fund" (or "AHTF") refers to the affordable housing trust fund established and maintained by the City pursuant to Section 17.146.30 of the St. Helena Municipal Code.

c. The terms "approve the development" (in past, present, or future tenses) and "approval of the development" are defined as the City's completion of the Highest Level of Approval, which means final proposed project approval, or with respect to the project at 1105 Pope Street, the issuance of a certificate of occupancy for the development of affordable housing on the site. For purposes of this Agreement, the "Highest Level of Approval" may be the City Council, the Planning Commission, or some other City entity, depending on the project or proposal submitted for development and the discretionary process employed at that entity. For purposes of this Agreement, the term "Highest Level of Approval" means that no additional or further discretionary review or approval is required on a project that contains AFUs.

II.

JOINT PRESS RELEASE

2. The parties agree to issue a Joint Press Release the first calendar day after the later of (a) City Council approval of this Agreement and (b) the last of the Plaintiffs to sign this Agreement. The Joint Press Release will be in the form attached to this Agreement as Exhibit 5.

III.

BENCHMARKS FOR THE APPROVAL OF LOW INCOME HOUSING UNITS IN THE CITY AND CITY INVESTMENTS IN THE AFFORDABLE HOUSING TRUST FUND

The City shall be required to make one or more deposits into the Affordable Housing Trust Fund as set forth below.

3. The City will make an initial deposit of $500,000 to the Affordable Housing Trust Fund no later than December 31, 2016. The City will use its best efforts to make that deposit by December 31, 2014, but shall not be required to do so unless the City has received that amount of affordable housing impact fees from the developer of the Grandview project or other projects earlier in 2014. If sufficient affordable housing impact fees have not been received by December 31, 2014, the City shall make partial deposits into the trust fund as impact fees are received. The December 31, 2016 deadline is not contingent on receipt of impact fees.

4. A. This Agreement is designed to foster and encourage the development of AFUs in St. Helena. The parties acknowledge that the private market also plays a key role in determining whether AFUs will be proposed and constructed in the City, and if so, how many. The parties also acknowledge that the City cannot guarantee that the requisite number, or any, AFU proposals will be presented to the City for review and approval in any milepost time period or over the entire RHNA period. The parties have developed a time table with City investment commitments based on milepost deadlines to further encourage the City and the private market to pursue AFU development in the City if there is a shortfall during the RNHA period.

B. If the City does not approve the development of the cumulative number of AFUs specified by the deadline(s) set forth in Table 1 below, the City shall deposit additional money into the AHTF based on the schedule and benchmarks specified in Table 1. The numbers in Table 1 are intended to be cumulative over time, e.g., the twelve (12) AFUs for which the City is to approve the development by December 31, 2018 may include the six (6) units approved or built by the prior milestone date, not twelve (12) more than the six (6) already counted at the earlier deadline.

C. Nothing in this Agreement precludes the City from either approving the development of more AFUs, or from receiving more money into the AHTF, than indicated in Table 1, but such excess AFUs or excess deposits in the AHTF will not be subject to the restrictions and requirements of this Agreement. For example, nothing in this Agreement would prevent the City from using moneys from its general fund or other sources to be added to moneys distributed from the AHFT toward a mixed use project, where the general fund or other source moneys were used toward moderate income units and the AHTF moneys toward AFUs as defined in this Agreement.

TABLE 1: City Investments And Benchmarks

Cumulative Number Of AFUs	Milepost Deadline	Required Additional Deposit AHTF If City Does Not Meet Cumulative AFUs By Deadline Under This Agreement
6	12/31/2016	$200,000
12	12/31/2018	$500,000
25	12/31/2020	$750,000
30	12/31/2022	$250,000
The City's total investment into the AHTF by 12/31/2022 if the City does not approve the development of the AFUs above shall not exceed $2.2 million under this Agreement,		

Attachment 1

inclusive of the City's initial $500,000 investment.   **The total number of AFUs for the City to approve the development of if all benchmarks are met by development is at least 30**

5. If the City has approved the development of fewer than 15 AFUs in the City by December 31, 2021, the City will disburse all remaining moneys deposited in the AHTF pursuant to this Agreement less any such funds that had been previously disbursed from the AHTF for AFUs. In such an event, the City shall disburse the remaining AHTF money only for the purposes of the development of AFUs within the City consistent with the terms contained within this Settlement Agreement, and the City shall disburse that money by December 31, 2022.
6. Units within a development that are not AFUs shall not count toward the City's benchmarks in Table 1 above. In the event that the City wishes to contribute funding to developments or portions of developments that are not for AFUs before December 31, 2022 (including but not limited to moderate or market-rate housing units), the City must use funding from sources other than the funds deposited in the AHTF pursuant to this Agreement. The City will have discretion to contribute AHTF moneys funding toward AFUs in a mixed-use development project.
7. Any AFUs for which the City approves the development at 684 McCorkle Avenue (or built and issued a Certificate of Occupancy at 1105 Pope Street) which are not studio units or age-restricted units shall count toward the City's benchmarks in Table 1, above. This means that the City's already existing approval of the development at 1105 Pope Street shall not count, but the construction of an AFU pursuant to the pre-existing approval shall count, towards the benchmarks. Also, if the pre-existing approval for AFUs at 1105 Pope Street is withdrawn or abandoned by the developer but a new development project or proposal is submitted and the City approves the development of same, then the new approval shall count towards the benchmarks in Table 1 above.
8. Studio units, second units, and age-restricted units will not count toward the City's benchmark units in Table 1. This restriction, and the bedroom number restriction in the following paragraph, will apply only through December 31, 2022.
9. The number of one-bedroom units that the City may count as benchmark units for purposes of Table 1 may not exceed the number of three bedroom units counted as benchmark units.
10. The City may, in its discretion, determine to donate City-owned land to a developer for the development of affordable housing in lieu of making one or more deposits to the AHTF required by the schedule in Table 1. The value of the donated land, as determined by independent appraisal or the current County Assessor appraisal for property tax purposes,

whichever is less, will be deducted from the amount payable as outlined on Table 1 for all relevant time periods and will be deducted from the $2.2M total potential investment in the AHTF. City-owned land donated to a developer in lieu of making one or more monetary deposits to the AHTF must be deed-restricted for development of only AFUs on the site in order for the donation to be credited to the amounts owing to the AHTF in Table 1.

11. Money disbursed from the AHTF pursuant to this Agreement may be spent only for the purposes of the development of housing affordable to households with low, very low, and extremely low incomes in the City.
12. For all money disbursed from the AHTF pursuant to this Agreement, the City may not spend more than $100,000 per AFU. This restriction will apply only to moneys deposited into the AHTF pursuant to this Agreement, and only through the end of the RHNA cycle, i.e., through December 31, 2022.
13. The City agrees to provide quarterly notice of AHTF deposits and balances to plaintiffs' counsel, Fair Housing Napa Valley, and the non-profit developers listed on the attached Exhibit 5. These notices may be sent by e-mail or US Mail.

FUNDING APPLICATIONS AND CITY SUPPORT FOR SAME:

14. The City will use best efforts to facilitate applications of non-profit developers for tax credits, CDBG grants, and other sources of government or private funding that may be available for the development of AFUs in the City of St. Helena. "Facilitate" in this context means allowing the City's name to be used by the non-profit developer in its application, and to add a letter on City letterhead reflecting the City's position on the proposed development for which the credit, grant, or other application is being made, or adopting appropriate resolutions in support of funding applications.
    a. The City shall facilitate any such tax credit proposals or funding applications if the proposed development fits within the parameters of the number of units required in Table 1, complies with the requirements for AFUs as set forth in this Agreement, and otherwise is in compliance with other City policies, including but not limited to the City's General Plan.
    b. The City shall publish on its website a statement of requirements and parameters for project applications seeking disbursements from the AHTF, which is intended to facilitate the application process and encourage developers to submit proposals for AHU development in the City
    c. If the City is approached by a non-profit about another type of tax credit, subsidy or grant application, such as one for senior housing or moderate income housing or a project calling for more than 30 AFUs, the City retains full discretion to support or not support the application consistent with the law.

Attachment 1

IV

AMENDMENT TO RESOLUTION 2005-98:

15. The City's trial counsel and plaintiffs' counsel have worked cooperatively to draft an amendment to Resolution 2005-98. The amendment is attached hereto as Exhibit 1.

16. A. The City shall promptly place an item on an agenda for the City Council to consider adopting Exhibit 1. The City Council does not by this Agreement pre-judge or pre-approve the amendment. The City Council will consider this proposed amendment in accordance with California law, the St. Helena Municipal Code and all other applicable requirements for the open, transparent, and public consideration and adoption of legislative proposals, including the rights of the public to address their elected representatives about proposed legislation affecting the City.

B. If the City Council does not adopt Exhibit 1 within 60 days of the execution of this Agreement, plaintiffs reserve the right to withdraw from the Settlement Agreement in its entirety and reinstate the litigation proceedings subject to plaintiffs refunding all moneys paid to plaintiffs and/or their counsel pursuant to this Settlement. Plaintiffs hereby agree that before exercising their reserved right to withdraw from the Settlement Agreement and reinstitute litigation proceedings, plaintiffs agree to attempt in good faith to work out any such dispute with the City and its counsel and may, under appropriate circumstances, grant an extension of time for the City's adoption of the amendment.

V.

AMENDMENT OF ST. HELENA MUNICIPAL CODE § 17.144 (DENSITY BONUS ORDINANCE):

17. Plaintiffs and the City have worked cooperatively to draft an amendment to St. Helena Municipal Code section 17.144, which includes the City's Density Bonus Ordinance. The amendment is attached hereto as Exhibit 2.

18. A. The City shall promptly place an item on an agenda for the Planning Commission to consider recommending Exhibit 2 to the City Council, and after the recommendation from the Planning Commission the City shall promptly place an item on its agenda for the City Council to consider adopting Exhibit 2. The City Council does not by this Agreement pre-judge or pre-approve Exhibit 2, nor does the Planning Commission. The Planning Commission and City Council will consider Exhibit 2 in accordance with California law, the St. Helena Municipal Code and all other applicable requirements for the open, transparent, and public process for consideration and adoption of legislative proposals,

including the rights of the public to address their elected representatives about proposed legislation affecting the City.

B. If the City Council does not adopt Exhibit 2 within 60 days of the recommendation by the Planning Commission, plaintiffs reserve the right to withdraw from the Settlement Agreement in its entirety and reinstate the litigation proceedings, subject to plaintiffs refunding all moneys paid to plaintiffs and/or their counsel pursuant to this Settlement. Plaintiffs hereby agree that before exercising their reserved right to withdraw from the Settlement Agreement and reinstitute litigation proceedings, plaintiffs agree to attempt in good faith to work out any such dispute with the City and its counsel and may, under appropriate circumstances, grant an extension of time for the City's adoption of the amendment. The 60-day City Council approval period shall not include the 30-day referendum period following the second reading of Exhibit 2.

VI

WATER AND SEWER PRIORITY POLICY FOR AFFORDABLE HOUSING

19. Plaintiffs and the City have worked cooperatively to draft an amendment to SHMC chapter 17.144 that, among other things, would add § 17.144.080 to the Municipal Code, as well as a Resolution, to confirm the City's water and sewer priority policies consistent with California Government Code § 65589.7. The Resolution and proposed new code section are attached hereto as Exhibit 3.

20. A. The City shall promptly place an item on an agenda for the Planning Commission to consider recommending Exhibit 3, and after the recommendation from the Planning Commission the City shall promptly place an item on its agenda for the City Council to consider adopting Exhibit 3. The City Council does not by this Agreement pre-judge or pre-approve Exhibit 3, nor does the Planning Commission. The Planning Commission and City Council will consider Exhibit 3 in accordance with California law, the St. Helena Municipal Code and all other applicable requirements for the open, transparent, and public process for consideration and adoption of legislative proposals, including the rights of the public to address their elected representatives about proposed legislation affecting the City.

B. If the City Council does not adopt Exhibit 3 within 60 days of the recommendation by the Planning Commission, plaintiffs reserve the right to withdraw from the Settlement Agreement in its entirety and reinstate the litigation proceedings, subject to plaintiffs refunding all moneys paid to plaintiffs and/or their counsel pursuant to this Settlement or withdraw from the Release, or both, at plaintiffs' sole option. Plaintiffs hereby agree that before exercising their reserved right to withdraw from the Settlement Agreement and reinstitute litigation proceedings, plaintiffs agree to attempt in good faith to work out any such dispute with the City and its counsel and may, under appropriate circumstances, grant an extension of time for the City's adoption of the amendment. The 60-day City Council approval period shall not include the 30-day referendum period following the second reading of Exhibit 3.

VII

RELOCATION ORDINANCE (SHMC CHAPTER 8.32)

21. Plaintiffs and the City have worked cooperatively to draft an amendment to SHMC chapter 8.32, the City's Relocation Ordinance. The amendment is attached hereto as Exhibit 4.

22. A. The City shall promptly place an item on an agenda for the City Council to consider recommending Exhibit 4. The City Council does not by this Agreement pre-judge or pre-approve Exhibit 4. The City Council will consider Exhibit 4 in accordance with California law, the St. Helena Municipal Code and all other applicable requirements for the open, transparent, and public process for consideration and adoption of legislative proposals, including the rights of the public to address their elected representatives about proposed legislation affecting the City.

B. If the City Council does not adopt Exhibit 4 within 60 days of the execution of this Agreement, plaintiffs reserve the right to withdraw from the Settlement Agreement in its entirety and reinstate the litigation proceedings, subject to plaintiffs refunding all moneys paid to plaintiffs and/or their counsel pursuant to this Settlement or withdraw from the Release, or both, at plaintiffs' sole option. Plaintiffs hereby agree that before exercising their reserved right to withdraw from the Settlement Agreement and reinstitute litigation proceedings, plaintiffs agree to attempt in good faith to work out any such dispute with the City and its counsel and may, under appropriate circumstances, grant an extension of time for the City's adoption of the amendment. The 60-day City Council approval period shall not include the 30-day referendum period following the second reading of Exhibit 4.

VIII.
FAIR HOUSING WORKSHOP

23. The City shall host a fair housing workshop at least once per year for at least five years. This workshop shall be attended by all City staff who have duties related to the planning, zoning, permitting, construction, or occupancy of residential housing. Members of the

City Council and City commissions who have duties related to the planning, zoning, permitting, construction, or occupancy of residential housing also shall be invited to attend.

24. NVFH shall facilitate the fair housing workshops. NVFH shall share with the City Manager PowerPoint slides or other written materials that it intends to use at the workshop(s) at least five days in advance of each workshop. NVFH shall use the substance of a presentation it gives or has given to other organizations or may create a substantially similar customized presentation for its City workshop. If the City Manager has any objections to the content, the City Manager shall communicate those objections to NVFH, in writing, at least three days in advance of the workshop. The City and NVFH shall confer in good faith to resolve any disputes about the content.

25. The City shall pay $1,500.00 per workshop directly to NVFH within one month following each annual presentation.

IX.

MONETARY RELIEF

26. The City shall pay a total lump sum of $300,000 to resolve the claims of each and all of plaintiffs for damages, attorneys' fees, costs, and expenses. The City shall deliver the payment to plaintiffs' counsel, Brancart & Brancart, P.O. Box 686, Pescadero, CA 94060 (mailing address) or 8205 Pescadero Creek Rd., Loma Mar, CA 94021 (physical address) within 15 days of the City's receipt of the last of the plaintiffs' signatures on this Agreement. The City shall make the check payable to the Attorney Client Trust Account of Brancart and Brancart. Alternatively, the City may wire transfer the funds upon prior request from Brancart and Brancart with its wire instructions and banking information.

27. If Plaintiff Antonio Gutierrez receives any portion of the $300,000 monetary payment from the City pursuant to this settlement, Plaintiffs and their counsel agree to comply with all applicable law in handling the existing lien on Mr. Gutierrez's portion of the settlement proceeds and agree to hold the City and their counsel harmless from any claim by any individual entitled to payment from Mr. Gutierrez or from the Division of Family Services, District Attorney's office, or other governmental or prosecuting agency responsible for enforcing qualified domestic relations orders, child support orders, or similar orders that may pertain to Mr. Gutierrez.

X.
RELEASE, WAIVER AND COVENANT NOT TO SUE; TERMS

28. In consideration of the terms and provisions of this Agreement, each of the undersigned Plaintiffs, on behalf of himself/herself/itself and his/her/its representatives, attorneys,

predecessors, successors, descendants, dependents, heirs, and assigns, hereby releases, acquits, and forever discharges City as well as its agents, officers, employees, departments, department heads, representatives, trustees, City Council members, insurers and attorneys, past or present, and its and their respective predecessors, successors, and assigns, and all persons acting by, through, under, or in concert with any of them, and each of them (the "Releasees"), from any and all claims, debts, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, concealed or hidden, whether civil, statutory, administrative, or otherwise, which were or could have been asserted in the Amended Complaint pending in the United States District Court for the Northern District of California, Case Number C 12-05819 VC ("Released Claims"), which any of the Plaintiffs now has or previously had, without regard to whether such Released Claims arise under or related to federal, state, regional, county, and/or City constitutions, statutes, charters, rules, ordinances, codes, regulations, manuals, general orders, consent decrees, contracts, common law, or otherwise. Plaintiffs each expressly acknowledge and agree that the Released Claims are forever barred, waived, settled, compromised and released by this Agreement, except for and subject to the terms and conditions set forth herein.

a. Plaintiffs each expressly acknowledge and agree that the Released Claims specifically include, but are not limited to, any rights or asserted rights to recovery or remedy for or as to any and all costs and expenses, attorneys' fees, compensatory damages, exemplary or punitive damages, restitution, reimbursement, recoupment, specific performance, equitable relief, declaratory relief, medical expenses, loss of income, loss of earning capacity, emotional distress, financial distress, or any other remedy or recovery of whatever kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden.
b. Plaintiffs also each expressly acknowledge and agree that the Released Claims specifically include, but are not limited to, any rights or asserted rights to recovery or remedy for Plaintiffs' assertion that the City failed to comply with or meet any requirement or obligation under the Housing Element Law, Government Code section 65580 et seq., including without limitation any assertion (which was or could have been asserted in the Amended Complaint pending in Case Number C 12-05819 VC) that the City has in any manner failed to satisfy or accommodate its Regional Housing Needs Assessment for the 2006 to 2014 period. This Paragraph is subject to Paragraph 33 below.

29. Plaintiffs each expressly acknowledge and agree that he/she/it is aware that he/she/it may hereafter discover claims or facts in addition to or different from those he/she/it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is each Plaintiff's intention to fully, finally, and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or have previously existed between

and Plaintiff and the City except as otherwise expressly provided in this Agreement. In furtherance of such intention, the release given by Plaintiffs herein shall be and remain in effect as a full and complete general release of all such matters (except as otherwise expressly provided in this Agreement), notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

30. This is intended as a full and complete release and discharge, and accord and satisfaction, of any and all claims that the undersigned may or might have or had by reason of the incidents or activities as alleged in the complaint filed Case Number C 12-05819 VC.

31. Each of the undersigned plaintiffs hereby covenants, represents and warrants that he/she/it and/or anyone acting on his/her/its behalf has not filed any other suit besides Case Number C 12-05819 VC, and will not file at any time in the future, any writ, suit, complaint, petition, claim, appeal, or charge of any kind whatsoever with any state or federal court, administrative agency, public agency, or tribunal of any kind whatsoever, or any other proceeding in the state or federal courts, administrative tribunal, or any other forum to recover damages, legal or equitable relief, for any of the claims for relief that were asserted or could have been asserted in Case Number C 12-05819 VC.
32. Plaintiffs are not aware of any persons or entities who seek to bring a claim similar to the claims raised in Case Number C 12-05819 VC against the Releasees.

33. Nothing in this Settlement Agreement and Release releases the City from its obligations, if any, nor does this Agreement limit the City's lawful exercise of legislative discretion to comply with and implement Article 10.6 of the Government Code with respect to preparation and adequacy of the Housing Element for the 2014-2022 planning period, and its obligation, if any, to identify and rezone sites within the first year of the 2014-2022 planning period pursuant to Government Code Section 65584.09.

34. All of the Plaintiffs' and City's rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. -Each of the and City understand that said Section 1542 of the California Civil Code provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her, must have materially affected his or her settlement with the debtor."

35. The undersigned hereby each declare and represent that the undersigned are executing this Agreement after having received full legal advice as to their rights from their legal counsel. Each of the Plaintiffs acknowledge being advised by the counsel of their choice with respect to the advisability of making the settlement provided for herein, with_respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code § 1542.

36. Each signatory is legally competent and authorized to execute this agreement on behalf of the party whose name is subscribed at the signatories' line. Each signatory represents and warrants that he/she/it has consulted with and has had the advice and counsel of attorneys of his/her/its choice and that he/she/it has entered into this Agreement voluntarily, after independent investigation, and without fraud, duress, or undue influence.

37. Construction: This Agreement was mutually drafted by the Parties and their counsel. In the event of any ambiguity in or dispute regarding the interpretations of this Agreement, any such ambiguity or dispute shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist, or against the draftsman, and the provisions of Civil Code Section 1654 shall not apply. Civil Code Section 1654 provides: "In cases of uncertainty not removed by the preceding rules, the language of a contract shall be interpreted most strongly against the party who caused the uncertainty to exist."

38. Governing Law: This Agreement has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

39. Full Integration: This Agreement, together with its attached exhibits, is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement supersedes all prior negotiations, discussion, deal points, and drafts of settlement terms, except as otherwise expressly provided herein.

40. Amendments: No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise, or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by such party.

41. Severability: In the event that any term, covenant, condition, provision, or agreement contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision, or agreement shall in no way affect any other term, covenant, condition, provision, or agreement and the remainder of this Agreement shall still be in full force and effect.

42. Counterparts: This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an

original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

43. No Third Party Beneficiaries. The parties acknowledge and agree that there are no intended or unintended third party beneficiaries of this Agreement, and that the settlement provided for herein is for the benefit of the named individual and institutional plaintiffs only on the one hand, and for the City on the other hand.

XI.
DISMISSAL, DURATION AND COMPLIANCE

44. Upon the City's tender of the total lump sum of $300,000 to Plaintiffs' counsel, Brancart & Brancart, as provided in Paragraph 25 above, counsel for Plaintiffs shall tender to the City's counsel a Rule 41(a)(2) Request for Dismissal by Court order on the terms that the parties have reached a settlement but that the District Court shall retain jurisdiction over the action and the Parties for the duration of this Agreement for the purpose of enforcing its terms. The City's Counsel will hold the Request for Dismissal in trust and shall not file the Request for Dismissal until after the City has had the agreed-upon time for the City to consider and act on the amendments proposed to its municipal ordinances as set forth in Parts IV, V, VI, and VII above, and shall continue to hold the Request for Dismissal in trust, or may file the same, as further provided below. The City agrees it will not file the Consent for Dismissal which it holds in trust without the written consent of plaintiffs' counsel.
45. A. Should the City approve all of the amendments in a form substantially in conformity with Exhibits 1, 2, 3, and 4 of this Agreement, and should no referendum be timely filed to challenge those approvals, then the City may file the Request for Dismissal.
46. B. The Parties will, by stipulation, jointly request the court to reschedule further proceedings and trial of the pending action in order to allow at least 90 days for the City to consider and act on the amendments proposed to its municipal ordinances as set forth in Parts IV, V and VI above. If the Court does not grant the Parties' request, any party may withdraw from the Settlement Agreement in its entirety and reinstate the litigation proceedings subject to plaintiffs refunding all moneys paid to plaintiffs and/or their counsel pursuant to this Settlement. If the Court approves the Parties' request, but the City does not approve one or more of the amendments to its municipal ordinances set forth in Parts IV, V, VI, and VII above, any Plaintiff may exercise its reserved right to withdraw from the settlement as set forth in those Parts subject to Plaintiffs refunding all moneys paid to Plaintiffs and/or their counsel pursuant to this Settlement. The Parties hereby agree that before exercising their reserved right to withdraw from the Settlement Agreement and

reinstitute litigation proceedings under this Dismissal, Duration and Compliance section of this Agreement, the party proposing to withdraw shall give written notice of intention to withdraw to all other Parties to this Agreement, and the Parties shall attempt in good faith to work out any such dispute with the other Parties and their counsel and may, under appropriate circumstances, grant an extension of time for the withdrawing party to exercise its reserved right to withdraw.

47. C. Notwithstanding the dismissal of this action, the parties agree and consent that the District Court does and shall retain jurisdiction over the parties both under federal law and pursuant to the provisions of California Code of Civil Procedure section 664.6 to enforce this written and binding settlement agreement between the parties.
48. For the duration of this Agreement and through at least December 31, 2022, the City shall maintain all records relating to implementation of and compliance with all provisions of this Agreement. Plaintiffs shall have the opportunity to inspect the records maintained by the City after giving reasonable notice to the City.
49. The parties shall attempt in good faith to work out any disputes that arise under the terms of this order. Only after good faith attempts have been exhausted will the parties request the assistance of the court in resolving such disputes. This express good faith obligation shall also pertain to each and any instance in this Agreement where plaintiffs reserved the right to withdraw from the Settlement Agreement in its entirety and reinstate the litigation proceedings. In the event that plaintiffs believe that their reserved right to withdraw from the settlement has been triggered, plaintiffs shall give written notice to the City Manager and City Attorney of intent to withdraw from the settlement, and shall give the City no less than 30 days' opportunity to cure the claimed triggering event as a condition precedent to such withdrawal and reinstatement of litigation proceedings.

CERTIFICATION OF TRANSLATOR

I, ____________________________________, hereby certify that I translated this document from English into Spanish, and that, to the best of my ability it is a true and correct translation. I further certify that I am competent in both Spanish and English to render and certify this translation.

________________________ ________________________

Name Date

Attachment 1

las disposiciones del presente Acuerdo. Los demandantes tendrán la oportunidad de revisar los registros de la Ciudad después de dar aviso razonable a la Ciudad.

49. Las partes tratarán de buena fe resolver cualquier controversia que pueda surgir en virtud de los términos de la presente orden. Sólo después de que los intentos de buena fe se agoten, las partes solicitarán la asistencia de la corte en la solución de dichas controversias. Esta expresa obligación de buena fe, también se refiere a cada instancia en este Acuerdo en el que los demandantes reservan el derecho de retirarse del Acuerdo en su totalidad y el restablecimiento del litigio. En caso de que los Demandantes consideren que tienen razón de ejercer su derecho reservado a retirarse del Acuerdo, los demandantes deberán dar aviso por escrito al Administrador de la Ciudad y a los abogados de la Ciudad de su intención de retirarse del acuerdo, y darán a la Ciudad no menos de 30 días de oportunidad para curar el reclamo que activó el evento como una condición precedente a la retirada y restablecimiento del litigio.

CERTIFICACIÓN DE TRADUCTOR

Yo, Hilda Cisneros, Certifico que he traducido este documento del inglés al español, y que, a lo mejor de mis habilidades es una verdadera y correcta traducción. También certifico que soy competente tanto en español como en Inglés para rendir y certificar esta traducción.

_______________________________ Hilda Cisneros

_______________________________ Fecha

LAS PARTES DAN SU CONSENTIMIENTO A LA ENTRADA DE ESTE ACUERDO DE ORDEN DE DESPIDO COMO SE INDICA POR MEDIO DE LAS FIRMAS DE ABOGADOS Y LAS PARTES SIGUIENTES:

Esvin Calderon
Demandante Esvin Calderon

Erma Calderon

Esvin Calderon
Demandantes JC, EC and LC, menores,
Por y a través de su tutor ad litem, Esvin Calderón

____
Demandante Sali Alvarez

____
Demandante Martha Lopez (Nombrada originalmente como un menor "ML")

____
Demandante Lidia Valenciano

las disposiciones del presente Acuerdo. Los demandantes tendrán la oportunidad de revisar los registros de la Ciudad después de dar aviso razonable a la Ciudad.

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______________________________ ____________________________
Hilda Cisneros Fecha

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____
Demandante Esvin Calderon

____
Demandantes JC, EC and LC, menores,
Por y a través de su tutor ad litem, Esvin Calderón

Sali Alvarez
Demandante Sali Alvarez

Martha Lopez
Demandante Martha Lopez (Nombrada originalmente como un menor "ML")

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Demandante Lidia Valenciano

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____________________________________ ______________________________
Hilda Cisneros Fecha

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____
Demandante Esvin Calderon

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Demandantes JC, EC and LC, menores,
Por y a través de su tutor ad litem, Esvin Calderón

____
Demandante Sali Alvarez

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Demandante Martha Lopez (Nombrada originalmente como un menor "ML")

____
Demandante Lidia Valenciano

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Antonio Gutierrez

Demandante Antonio Gutierrez

____
Demandante Maria De Jesus Cirigo

____
Demandante Bernardo Garcia

____
Demandante Greater Napa Valley Fair Housing Center,
d/b/a Fair Housing Napa Valley
Por Nicole Collier, Directora Ejecutiva

____
Demandante Latinos Unidos del Valle de Napa y Solano
Por________________ su Presidente/Director Ejecutivo

PARA LOS DEMANDANTES:

BRANCART & BRANCART

____
Liza Cristol-Deman
Abogados de todos los Demandantes
Excepto LUNA

OFICINA DE ABOGADOS DE DAVID GRABILL

____
David Grabill, Abogado para los Demandantes
Excepto Greater Napa Valley Fair Housing
Council

ASISTENCIA LEGAL RURAL
DE CALIFORNIA, INC.

____
Ilene J. Jacobs
Abogados para Demandante LUNA únicamente

Attachment 1

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Demandante Antonio Gutierrez

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Demandante Maria De Jesus Cirigo

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Demandante Bernardo Garcia

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Por Nicole Collier, Directora Ejecutiva

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Por_________________ su Presidente/Director Ejecutivo

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Excepto Greater Napa Valley Fair Housing
Council

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Ilene J. Jacobs
Abogados para Demandante LUNA únicamente

Attachment 1

THE PARTIES CONSENT TO THE ENTRY OF THIS SETTLEMENT AGREEMENT AND DISMISSAL ORDER AS INDICATED BY THE SIGNATURES OF COUNSEL AND THE PARTIES BELOW:

ESVin Calderon

Plaintiff Esvin Calderon

IRma calderon

Plaintiff Irma Calderon

ESVin Calderon

Plaintiffs JC, EC and LC, minors,

by and through their guardian ad litem, Esvin Calderon

Plaintiff Sali Alvarzez

Plaintiff Martha Lopez (originally named as a minor "ML")

Plaintiff Lidia Valenciano

Attachment 1

THE PARTIES CONSENT TO THE ENTRY OF THIS SETTLEMENT AGREEMENT AND DISMISSAL ORDER AS INDICATED BY THE SIGNATURES OF COUNSEL AND THE PARTIES BELOW:

____

Plaintiff Esvin Calderon

____

Plaintiffs JC, EC and LC, minors,

by and through their guardian ad litem, Esvin Calderon

Sali Alvarez

Plaintiff Sali Alvarzez

Martha Lopez

Plaintiff Martha Lopez (originally named as a minor "ML")

____

Plaintiff Lidia Valenciano

____

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Plaintiff Esvin Calderon

____

Plaintiffs JC, EC and LC, minors,

by and through their guardian ad litem, Esvin Calderon

____

Plaintiff Sali Alvarzez

____

Plaintiff Martha Lopez (originally named as a minor "ML")

Lidia Valenciano

Plaintiff Lidia Valenciano

Antonio Gutierrez

Attachment 1

Plaintiff Antonio Gutierrez

____

Plaintiff Maria De Jesus Cirigo

____

Plaintiff Bernardo Garcia

____

Plaintiff Greater Napa Valley Fair Housing Center,

d/b/a Fair Housing Napa Valley

By Nicole Collier, its Executive Director

____

Plaintiff Latinos Unidos del Valle de Napa y Solano

By ______, its President/Executive Director

~~As officers of the Court, counsel for the individual plaintiffs represents that the foregoing Settlement Agreement and Release has been explained to each of the adult individual plaintiffs in their native language, that the Settlement Agreement and Release provisions~~

Attachment 1

Plaintiff Antonio Gutierrez

____

Plaintiff Maria De Jesus Cirigo

____

Plaintiff Bernardo Garcia

____

Plaintiff Greater Napa Valley Fair Housing Center,

d/b/a Fair Housing Napa Valley

By Nicole Collier, its Executive Director

____

Plaintiff Latinos Unidos del Valle de Napa y Solano

By ______, its President/Executive Director

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Plaintiff Maria De Jesus Cirigo

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Plaintiff Bernardo Garcia

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Plaintiff Greater Napa Valley Fair Housing Center,

d/b/a Fair Housing Napa Valley

By Nicole Collier, its Executive Director

____

Plaintiff Latinos Unidos del Valle de Napa y Solano

By ______, its President/Executive Director

FOR PLAINTIFFS:

BRANCART & BRANCART

____________________________________Liza Cristol-Deman Attorneys for all Plaintiffs Except LUNA

Attachment 1

~~have been translated for those Plaintiffs who are not fluent in the English language, and that each has consented and agreed to the terms and conditions of the settlement.~~

FOR PLAINTIFFS:

BRANCART & BRANCART

Liza Cristol-Deman
Attorneys for all Plaintiffs Except LUNA

LAW OFFICE OF DAVID GRABILL

David Grabill, Attorney for all Plaintiffs Except Greater Napa Valley Fair Housing Council

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

Ilene J. Jacobs
Attorneys for Plaintiff LUNA only

FOR DEFENDANT CITY OF ST. HELENA:

Jennifer Phillips
City Manager, City of St. Helena

BURKE, WILLIAMS & SORENSEN, LLP

Thomas B. Brown

BURKE, WILLIAMS & SORENSEN, LLP

Ronald F. Frank

LA #4817-0408-0411 v4

Attachment 1

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FOR PLAINTIFFS:

BRANCART & BRANCART

Liza Cristol-Deman
Attorneys for all Plaintiffs Except LUNA

LAW OFFICE OF DAVID GRABILL

David Grabill, Attorney for all Plaintiffs Except Greater Napa Valley Fair Housing Council

CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

Ilene J. Jacobs
Attorneys for Plaintiff LUNA only

FOR DEFENDANT CITY OF ST. HELENA:

Toby Ross
Interim City Manager, City of St. Helena

BURKE, WILLIAMS & SORENSEN, LLP

Thomas B. Brown

BURKE, WILLIAMS & SORENSEN, LLP

Ronald F. Frank

LA #4817-0408-0411 v4

JOINT PRESS RELEASE FOR SETTLEMENT OF CALDERON SUIT

EXHIBIT 5 TO SETTLEMENT AGREEMENT

For Immediate Release. October 1, 2014

St. Helena, California.

The parties in a federal fair housing lawsuit, including members of four Latino families, Fair Housing Napa Valley (an agency that provides fair housing counseling and works with community members to ensure equal opportunities in housing), Latinos Unidos del Valle de Napa y Solano (an advocacy group for affordable housing in Napa County), and the City of St. Helena, announced today that settlements have been reached with all of the lawsuit's defendants, including both the City and the landlord who owned the low income housing units where the residents had previously lived. The settlement with the City was approved by the City Council and has now been signed by all parties. Certain additional approvals are required before the settlement is finalized, which the City will consider following an open, public process in the next 30-90 days. Attorneys for both the Plaintiffs and St. Helena City Manager Jennifer Phillips hailed the settlement as a win-win result. According to Ms. Phillips, St. Helena already has the highest percentage of regulated affordable housing units per capita in Napa County. Ms. Phillips stated, "the City looks forward to the creation of more quality, affordable housing for less advantaged families."

The settlement in Calderon vs Barbarino addresses the specific concerns of the four families who were displaced on short notice from their housing on Pope Street in November of 2011, after one of the families and Fair Housing Napa Valley reported the poor living conditions to the City. The City's Code Enforcement officials then conducted an inspection and discovered unsafe and unsanitary living conditions in the families' rental units. Under the settlements, the four families will receive compensation from their former Pope Street landlords, the Barbarino family, and from the City. "These families have lived and worked in St. Helena for years. Their children have grown up here. We are hopeful that this settlement leads to more dialogue within our community to find creative ways to ensure that there is enough affordable, accessible, and decent housing for these families and for all who contribute to the economic and cultural vibrancy of the Napa Valley." said Nicole Collier, Executive Director of Fair Housing of Napa Valley. Attorney Liza Cristol Deman, who represented the four displaced families and Fair Housing of Napa Valley in the lawsuit, agreed. She said, "all sides in this difficult case tried to do the right thing, both for these four families and to help address the need for more affordable housing in St. Helena."

The City had passed an ordinance before the Calderon lawsuit to require landlords to pay the relocation costs of tenants displaced due to safety and other Code violations. Under the settlement the City will soon consider strengthening that ordinance and amending another ordinance that would give top priority on affordable housing waiting lists to low income residents who were displaced from their rental units because of unsafe or unlivable conditions. City Manager Phillips and Ms. Cristol Deman agreed: "We realized early in this litigation that the parties share a common value of ensuring safe, decent housing for St. Helena residents, and protecting vulnerable tenants from the impacts of sudden displacement from their homes due to unsafe conditions beyond their control."

The settlement also includes a promise of periodic payments to St. Helena's pre-existing Affordable Housing Trust Fund, with guarantees that the moneys earmarked from the settlement payments into that Trust Fund will be used exclusively for affordable housing units. Moreover, if fewer than 15 low-income units have been approved by the end of 2021, the City will be required to contribute the moneys toward the development of low-income housing development within the following 12 months.

City Manager Phillips said "St. Helena hopes the settlement will incentivize the actual construction of affordable units; if the City approves private market development of low-income housing units at a certain rate and by certain benchmark dates specified in the settlement agreement, the City will be excused from making some of the earmarked moneys payable into the Trust Fund." She noted that City residents favor development of smaller, more personalized affordable projects and revitalization site opportunities in residential areas to better weave lower income housing into the fabric of the community.

The Agreement also makes clear that its provisions allow the City to approve the development of more affordable units. Ilene J. Jacobs, one of the Plaintiffs' lead negotiators, said "this will encourage the growth of much needed affordable housing for workers in the hospitality, winery, and agriculture industries."

City Manager Phillips said the Settlement Agreement requires the City to consider a number of proposed legislative changes to the St. Helena Municipal Code that make the City even more receptive to both non-profit and for-profit private developers of low income housing. These include provisions addressing a bonus for increased housing density and water priority for low income residential development.

If, after public review, the City Council approves the final amendments, a copy of the executed settlement agreement among the parties will be posted on both the City's website and on the Fair Housing of Napa Valley website, www.napafairhousing.org. The plaintiffs were represented by Liza Cristol Deman and other attorneys at Brancart & Brancart, a firm that specializes in enforcement of fair housing laws, by David Grabill, and by Ilene J. Jacobs at California Rural Legal Assistance, Inc. The City was represented by City Attorney Thomas Brown and Ronald Frank at the firm of Burke, Williams and Sorensen, LLP.

For additional information, please contact:

For Plaintiffs:

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For the City of St Helena:

Jennifer Phillips, City Manager
City of St. Helena
(707) 967-2792

For the Barbarino Family

Attorney Edward J. Rodzewich
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City of St. Helena
"We will conduct city affairs on behalf of our citizens using an open and creative process."

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October 1, 2018

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Fair Housing Napa Valley
1804 Soscol Ave. STE 203
Napa, CA. 94559

Re: Notice of City of St. Helena's Affordable Housing Trust Fund Deposits and Balances

Dear Counsel:

Pursuant to Paragraph 13 of the Settlement Agreement and Release in *Calderon et al. v. City of St. Helena*, attached please find documents setting forth the deposits and balances for the City of St. Helena Affordable Housing Trust Fund. We are also providing, as required by Paragraph 13, copies of this letter and the attachments to the non-profit developers listed on Exhibit A to the Settlement Agreement.

If you have any questions regarding the information contained in this letter, please contact me at 707-968-2748 or aprilm@cityofsthelena.org.

Sincerely,

April Mitts
Finance Director

Attachment 1: Balance Sheet for City of St. Helena Affordable Housing Trust Fund
Attachment 2: Detailed Trail Balance through First Quarter FY 2018-19

Copy: Thomas B. Brown, City Attorney
Affordable Housing Associates
Christian Church Homes of No. California
BRIDGE Housing
Eden Housing
Burbank Housing Development Corp
Mercy Housing
Calistoga Affordable Housing
Napa Valley Community Housing
Community Housing Development
Mid-Peninsula Housing Coalition
EAH Housing
Satellite Housing Inc.

General Ledger

Balance Sheet

User:	aprilm
Printed:	10/01/2018 - 12:36PM
Fund:	751
Period:	3
Fiscal Year:	2019

Fund ALFRE

Account Type		Amount
751 - Affordable Housing		
Assets		
Cash		658,268.25
Current Receivable		17,311.33
Long Term Receivable		813,764.83
Land		0.00
	Total Assets:	1,489,344.41
Liabilities		
Current Accounts Payable		0.00
Payroll Liability		17,311.33
Due to other funds		0.00
Deposits Payable		0.00
	Total Liabilities:	17,311.33
Fund Balance		
Fund Balance - Unreserved		1,559,019.37
Restricted Fund Balance		0.00
	Total Fund Balance:	1,559,019.37
	Total Liabilities and Fund Balance:	1,576,330.70
	Total Retained Earnings:	(86,986.29)
	Total Fund Balance and Retained Earnings:	1,472,033.08
	Total Liabilities, Fund Balance, and Retained Earnings:	1,489,344.41
	Totals for Fund 751 - Affordable Housing:	0.00

General Ledger

Summary Trial Balance

User: aprilm
Printed: 10/01/2018 - 12:36PM
Period: 01 to 13, 2019

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
Fund 751	Affordable Housing					
ASSETS						
Dept 10	Cash					
751-10-15-00-00	Clearing House	0.00	750,606.38	13,936.88	106,275.01	658,268.25
Dept 11	Receivable - Current					
751-11-20-00-00	Accounts Receivable	0.00	0.00	0.00	0.00	0.00
751-11-42-00-00	Due From Other Governments	0.00	0.00	0.00	0.00	0.00
751-11-81-00-00	Interest Receivable	0.00	17,311.33	0.00	0.00	17,311.33
Dept 12	Receivable - Long Term					
751-12-13-00-00	Notes Receivable	0.00	813,764.83	0.00	0.00	813,764.83
751-12-60-00-00	Taxes Receivable	0.00	0.00	0.00	0.00	0.00
Dept 16	Accum Depreciation/Amort					
751-16-80-00-00	Accumulated Amortized	0.00	0.00	0.00	0.00	0.00
	ASSETS Totals:	0.00	1,581,682.54	13,936.88	106,275.01	1,489,344.41
LIABILITIES						
Dept 20	AFFORDABLE HSNG COMPUTER					
751-20-09-00-00	Accounts Payable	0.00	-5,351.84	106,275.01	100,923.17	0.00
751-20-96-00-00	Deferred Interest Revenue	0.00	-17,311.33	0.00	0.00	-17,311.33
Dept 21						
751-21-55-00-00	Due to Other Funds	0.00	0.00	0.00	0.00	0.00
Dept 22	AFFORDABLE HSNG DUE TO GEN					
751-22-01-00-00	Due to General Fund	0.00	0.00	0.00	0.00	0.00
Dept 23						
751-23-51-00-00	Facility Deposit	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
	LIABILITIES Totals:	0.00	-22,663.17	106,275.01	100,923.17	-17,311.33
FUND BALANCE						
Dept 28	AFFORDABLE HSNG FUND BALA					
751-28-90-00-00	Fund Balances-Unreserved	0.00	-1,559,019.37	0.00	0.00	-1,559,019.37
Dept 29						
751-29-00-00-00	Fund Balance-Reserved	0.00	0.00	0.00	0.00	0.00
	FUND BALANCE Totals:	0.00	-1,559,019.37	0.00	0.00	-1,559,019.37
REVENUE						
Dept 31						
751-31-70-00-00	Investment Earnings	8,500.00	0.00	0.00	0.00	0.00
	751-31 REVENUE Totals:	8,500.00	0.00	0.00	0.00	0.00
Dept 33	AFFORDABLE HSNG HOUSING IN					
751-33-32-00-00	Housing Impact Fees	250,000.00	0.00	0.00	13,532.50	-13,532.50
	751-33 REVENUE Totals:	250,000.00	0.00	0.00	13,532.50	-13,532.50
Dept 34						
751-34-70-00-00	Other Revenue	500.00	0.00	0.00	404.38	-404.38
	751-34 REVENUE Totals:	500.00	0.00	0.00	404.38	-404.38
Dept 36						
751-36-10-00-00	Rental Income	0.00	0.00	0.00	0.00	0.00
	751-36 REVENUE Totals:	0.00	0.00	0.00	0.00	0.00
Dept 39	AFFORDABLE HSNG OPER TRAN					
751-39-98-00-00	Operating Transfers In	0.00	0.00	0.00	0.00	0.00
	751-39 REVENUE Totals:	0.00	0.00	0.00	0.00	0.00
	REVENUE Totals:	259,000.00	0.00	0.00	13,936.88	-13,936.88
EXPENSE						
Dept 40	Non Departmental					

Account Number	Description	Budget Amount	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
751-40-00-21-22	Utilities	0.00	0.00	0.00	0.00	0.00
751-40-00-21-31	Litigation Settlement	0.00	0.00	0.00	0.00	0.00
751-40-00-21-45	Other Contract Servcies	0.00	0.00	0.00	0.00	0.00
751-40-00-22-15	Special Department Supplies	0.00	0.00	0.00	0.00	0.00
751-40-00-24-05	Contributions	0.00	0.00	0.00	0.00	0.00
751-40-00-24-10	Turley Flats Contribution	0.00	0.00	20,923.17	0.00	20,923.17
751-40-00-24-11	Brenkle Court	0.00	0.00	80,000.00	0.00	80,000.00
751-40-00-24-25	Taxes & Other Charges	0.00	0.00	0.00	0.00	0.00
751-40-00-26-50	Capital impr Land	0.00	0.00	0.00	0.00	0.00
751-40-00-26-55	Capital Land	0.00	0.00	0.00	0.00	0.00
751-40-00-29-99	Transfer to other Funds	0.00	0.00	0.00	0.00	0.00
	751-40 EXPENSE Totals:	0.00	0.00	100,923.17	0.00	100,923.17
Dept 41						
751-41-00-24-05	Contributions	10,000.00	0.00	0.00	0.00	0.00
	751-41 EXPENSE Totals:	10,000.00	0.00	0.00	0.00	0.00
Dept 42	City Manager					
751-42-00-21-55	Training & Conference	0.00	0.00	0.00	0.00	0.00
751-42-00-26-60	Capital Imp Buildings	0.00	0.00	0.00	0.00	0.00
	751-42 EXPENSE Totals:	0.00	0.00	0.00	0.00	0.00
Dept 44	Attorney					
751-44-00-21-30	Professional Contracts	15,000.00	0.00	0.00	0.00	0.00
	751-44 EXPENSE Totals:	15,000.00	0.00	0.00	0.00	0.00
	EXPENSE Totals:	25,000.00	0.00	100,923.17	0.00	100,923.17
	Fund 751 Totals:	234,000.00	0.00	221,135.06	221,135.06	0.00
	Report Totals:	234,000.00	0.00	221,135.06	221,135.06	0.00

DATE	RESOLUTION	OTSH 751-4000-2411	COMMITTED	EXPENDED	Available Balance
FY 2015	2015-51	Sale of McCorkle for $1			
FY 2016	Draw #1	Planning Entitlement and Building Permit Application Fees and Water Neutrality In Lieu Fee	$ 65,000	$ 55,800	
FY 2016	2016-79	Authorize use of up to $100,000 to secure designation of up to 2 units as Very Low Income	$ 100,000		
FY 2018	2017-110	Cover cost of Development Impact Fees	$ 310,000		
9/7/2017	Draw #2	Tract Map Final - PL17-061		$ 2,500	
		Attorney Fees		$ 21,118	
9/7/2017	Draw #3	Demo Permit - BD 1709-014		$ 438	
8/14/2018	2018-115	Authorize addditional funding for Very Low Income Units - Resolution 2018-115	$ 80,667		
8/14/2018	Draw #4	Bridge Loan - Resoltuion 2018-115	$ 80,000	$ 80,000	
		Total Committed:	**$ 635,667**		$ 496,929

*First $250k spent will be from Calderson Settlement Funds

DATE		TURLEY FLATS (CAH) 751-4000-2410	COMMITTED	EXPENDED	Balance of Committed
FY 2013	2012-87	Authorize the use of up to $150,000 for impact fees			
FY 2014	2013-49	Authorize the use of $8,500 for application fees			
FY 2015	2014-101	Housing Loan for a total of $500,000 including previously allocated funds			
FY 2017	2017-11 2017-81	City Council authorized an additional $200,000 for a total amount not to exceed $700,000	$ 700,000		$ 700,000.00
4/19/2017	2017-11	Demo Permit - BD 1704-009		$ 438.00	$ 699,562.00
7/3/2017	Draw #1	Escrow Fees Hybrid Core Homes - $159,034.64 Inv. #1024		$ 243,775.00	$ 455,787.00
8/9/2017	Draw #2	Helmer & Sons - Performance Bond and Asbetos Abatement		$ 60,960.55	$ 394,826.45
8/9/2017	Draw #3	CAH - Reimbursement for PG& E Study and Engineering Fees		$ 16,000.00	$ 378,826.45
8/9/2017	Draw #4	CAH - Reimbursement for Engineering fees paid to hybridCore		$ 12,000.00	$ 366,826.45
8/9/2017	Draw #5	Paul Coates Construction - Developers Installment #1 payment		$ 10,000.00	$ 356,826.45
8/9/2017	Draw #6	Malloy Imire & Vasconi Ins. - Insurance endorsement to increase limit		$ 500.00	$ 356,326.45
8/9/2017	Draw #7	Malloy Imire & Vasconi Ins. - Insurance Builders Risk Policy		$ 9,600.00	$ 346,726.45
8/9/2017	Draw #8	Raney Planning and Management - Relocation Report		$ 1,125.00	$ 345,601.45
8/9/2017	Draw #9	Helmer & Sons - Cost of Temporary Housing for relocated family		$ 9,500.00	$ 336,101.45
8/9/2017	Draw #10	Berryman & Montalbano - Review of Prevaiing Wage		$ 210.00	$ 335,891.45
8/9/2017	Draw #11	Farrell Faber & Associates - Reimbursement to draftTech		$ 161.15	$ 335,730.30
8/9/2017	Draw #12	Johnson, Debois & Forrest - Revised engineering plans		$ 4,911.25	$ 330,819.05
8/9/2017	Draw #13	BKF - Professional Services from 3/13-4/9/17		$ 4,000.00	$ 326,819.05

*$243,775 funds are from $500k Calderson Settlement Funds

8/9/2017	Draw #14	BKF - Professional Services from 4/10-5/14/17		$ 2,400.00	$ 324,419.05
8/9/2017	Draw #15	BKF - Professional Services from 5/15-6/18/17		$ 1,767.00	$ 322,652.05
8/18/2017	Draw #16	City of St. Helena - Permits		$ 141,783.27	$ 180,868.78
10/26/2017	Draw #17	Farrell-Faber & Associates - drafTech		$ 712.59	$ 180,156.19
10/26/2017	Draw #18	Johnson, Debois & Forrest - Review of factory build housing drawings		$ 1,056.41	$ 179,099.78
10/26/2017	Draw #19	CAH - PG&E bills for relocation		$ 1,607.20	$ 177,492.58
10/26/2017	Draw #20	Paul Coates Construction - Developers Installment #2 payment		$ 20,000.00	$ 157,492.58
10/26/2017	Draw #21	Helmer & Sons - Application #2		$ 35,053.10	$ 122,439.48
12/18/2017	Draw #22	Helmer & Sons - Rent Oct, Nov, Dec		$ 5,400.00	$ 117,039.48
12/18/2017	Draw #23	CAH - Insurance		$ 4,702.00	$ 112,337.48
3/13/2018	Draw #24	Reese and Associates - Soil Engineering		$ 5,327.75	$ 107,009.73
3/13/2018	Draw #25	BKF - re-establish project control		$ 6,280.00	$ 100,729.73
3/13/2018	Draw #26	California Living and Energy - Plans and support calculations for electrical services		$ 1,000.00	$ 99,729.73
3/13/2018	Draw #27	Mary Barnhart - PGE for relocation house		$ 383.40	$ 99,346.33
3/13/2018	Draw #28	McCambell Analytical - Soil sample Check Voided		$ -	$ 99,346.33
3/13/2018	Draw #29	CAH - Reimbursement for CKG Environmental Inc - soil evaluation		$ 1,243.20	$ 98,103.13
3/13/2018	Draw #30	CAH - Reimbursement for PGE for relocation house		$ 870.58	$ 97,232.55
3/13/2018	Draw #31	CAH - Reimbursement PGE Application for temp power pole		$ 1,200.00	$ 96,032.55
5/1/2018	Draw #32	Helmer & Sons - Progress Payment		$ 95,720.55	$ 312.00
4/24/2018	2018-51	Authorize additional $135000	$ 135,000		$ 135,312.00
6/4/2018	Draw #33	Helmer & Sons		$ 15,333.02	$ 119,978.98
6/4/2018	Draw #34	BKF		$ 992.00	$ 118,986.98
6/4/2018	Draw #35	Reese and Associates		$ 1,960.50	$ 117,026.48
6/4/2018	Draw #36	HybridCore Homes		$ 91,654.31	$ 25,372.17
6/4/2018	Draw #37	Malloy Imrie & Vasconi Insurance		$ 2,929.00	$ 22,443.17
6/4/2018	Draw #38	Johnson, DeBois & Forrest		$ 180.00	$ 22,263.17
6/4/2018		First American Title - Escrow fees for additional loan of		$ 1,028.00	$ 21,235.17
7/17/2018	Draw #39	Helmer & Sons		$ 20,923.17	$ 312.00
8/28/2018	2018-118	Approving an additional Contingency Loan	$ 30,000		$ 30,312.00
10/30/2018	Draw #40	First American Title - Escrow fees for additional loan		$ 905.00	$ 29,407.00
		Attorney Fees		$ 56,945	
		Total Committed:	**$ 865,000**		

	REVENUES TO AFFORDABLE HOUSING TRUST FUND			Land Donation OTSH Assessed Value**	Reduction of Calderon Obligation Benchmark Met***
Fiscal Year	Interest, Rents, and Miscellaneous	Charges for Services Impact Fees	From Las Alcobas		
FY 2014*	$ 333	$ 68,450	$ 790,439		
FY 2015	$ 8,276	$ 257,649		$ -	
FY 2016	$ 6,970	$ 127,649	$ 300,000	$ 800,000	
FY 2017	$ 10,213	$ 235,122			$ (200,000)
FY 2018	$ 8,484	$ 80,340			
FY 2019	$ 404	$ 13,533			
FY 2020					
FY 2021					
TOTAL	**$ 34,680**	**$ 782,742**	**$ 1,090,439**	**$ 800,000**	**$ (200,000)**

*** Funds deposited September 2013 to June 2014**

**** Land Transferred to OTSH April 25, 2016**

***** Obligation to approve 6 AHUs by December 31, 2016. Brenkle Court Project for 8 AHUs approved on November 15, 2016**

FY 2016	McCorkle	$	1,205.36
FY 2017	McCorkle - May	$	126.88
FY 2016	McCorkle June	$	1,015.04
FY 2017	McCorkle Project - April	$	1,586.00
FY 2016	McCorkle Project August	$	738.92
FY 2017	McCorkle Project - December	$	761.28
FY 2017	McCorkle Project - February	$	2,949.96
FY 2017	McCorkle Project - January	$	1,808.04
FY 2016	McCorkle Project July	$	509.60
FY 2017	McCorkle Project - March	$	602.68
FY 2017	McCorkle Project - October	$	919.88
FY 2016	McCorkle Project December	$	361.92
FY 2016	McCorkle Project February	$	3,013.40
FY 2016	McCorkle Project January	$	1,237.08
FY 2016	McCorkle Project March	$	2,252.12
FY 2016	McCorkle Project November	$	2,030.08
FY 2017	Turley Flats Affordable Housing - April	$	6,982.56
FY 2017	Turley Flats Affordable Housing - February	$	348.92
FY 2017	Turley Flats Affordable Housing - March	$	1,744.60
FY 2017	Turley Flats December	$	3,172.00
FY 2017	Turley Flats January	$	16,973.43
FY 2017	Turley Flats - May	$	18,270.72
FY 2017	Turley Flats Affordable Housing	$	190.32
FY 2016	Turley Flats Affordable Housing August	$	1,459.12
FY 2016	Turley Flats Affordable Housing July	$	2,474.16
FY 2016	Turley Flats Affordable Housing November	$	158.60
FY 2016	Turley Flats Affordable Housing October	$	1,173.64
FY 2016	Turley Flats Affordable Housing September	$	3,996.72

$ 21,118.24

$ 56,944.79

Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **<u>Consent</u>**

Subject: **Consideration and proposed adoption of a resolution authorizing the City Manager to execute a Professional Service Agreement with RSA+ in the amount of $43,600 to design and prepare bid documents for consideration of an alternate left turn pocket alignment on Highway 29/Main Street at Pratt Avenue.**

CEQA Determination: **Exempt from the requirements of CEQA pursuant to Section 15301, Class 1, which exempts the operation, leasing, or minor alteration of existing facilities**

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND
On August 28, 2018, City Council directed to staff to work with a consultant to provide design plans for an alternate alignment of Highway 29/Main Street at Pratt Avenue and consult with Caltrans to determine if a realignment with exceptions is possible in order to reinstate parking on the west side of Main Street. Currently there are six residences affected by a no parking zone: 1820, 1830, 1846, 1856, 1862, and 1872 Main Street that had parking prior to the realignment of Main Street in order to accommodate a new northbound left turn pocket into the Las Alcobas Hotel.

DISCUSSION
Following the August City Council meeting, staff reached out to RSA+ that provided previous preliminary realignment designs and alternatives for the Highway 29/Main Street at Pratt Avenue intersection. RSA+ has since provided a proposal that includes new survey collection, full design of the preferred alternative design based on updated information, coordination with Caltrans for the proposed realignment, and construction bid assistance for a not-to-exceed amount of $43,600.

Pursuant to St Helena Municipal Code Sections 3.04.320-340, professional services shall be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing and other professional qualification necessary for more than a satisfactory performance of the services required. Based on prior and current work that RSA+ has provided for the City, staff believes that RSA+ has demonstrated the level of experience, competence, staffing and other services required and described in the scope of work provided, and recommends that a professional service agreement with RSA+ be procured through negotiated contract.

FISCAL IMPACT

The contract is able to be funded with existing FY 2018/19 Budget appropriations in the adopted Public Works Administrations Operations Budget.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a Professional Service Agreement with RSA+ in the amount of $43,600 to design and prepare bid documents for consideration of an alternate left turn pocket alignment on Highway 29/Main Street at Pratt Avenue.

ATTACHMENTS

Attachment 1: Resolution RSA+
PSA RSA Main St Left Turn Pocket

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution authorizing the City Manager to execute a Professional Service Agreement with RSA+ in the amount of $43,600 to design and prepare bid documents for an alternate left turn pocket alignment on Highway 29/Main Street at Pratt Avenue

RECITALS

A. On August 28, 2018, City Council directed to staff to work with a consultant to provide design plans for an alternate alignment of Highway 29/Main Street at Pratt Avenue and consult with Caltrans to determine if a realignment with exceptions is possible in order to reinstate parking on the west side of Main Street; and

B. Following the August City Council meeting, staff reached out to RSA+ that provided the previous preliminary realignment designs and alternatives for the intersection and received a proposal that includes new survey collection, full design of the preferred alternative design based on updated information, coordination with Caltrans for the proposed realignment, and construction bid assistance for a not-to-exceed amount of $43,600; and

E. The City of St Helena Municipal Code requires that professional services be procured through negotiated contract to firms who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required; and

F. Based on prior and current work that RSA+ has provided to the City, staff believes that RSA+ has demonstrated the level of experience, competence, staffing and other services required and described in the scope of work provided, and recommends that a professional service agreement be procured through negotiated contract; and

RESOLUTION

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

1. The City Council approves the Professional Services Agreement with RSA+ in the amount of $43,600.00 to design and prepare bid documents for an alternate left turn pocket alignment on Highway 29/Main Street at Pratt Avenue; and

2. The City Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on November 27, 2018, by the following vote:

Mayor Galbraith: ____________

Vice Mayor White: ____________

Councilmember Ellsworth: ____________

Councilmember Dohring: ____________

Councilmember Koberstein: ___

APPROVED: ATTEST:

___________________________ ___________________________

Alan Galbraith, Mayor Cindy Tzafopoulos, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on ____________________, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and RSA+ (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Highway 29 Left Turn Pocket Realignment**.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"**, 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 $43,600.00, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount, and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance.

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

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

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

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior

written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

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

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

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify 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) (collectively, "Liabilities"), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees in accordance with the degree allowed by California law 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. Agreement.

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

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

SECTION 16 – RECORDS

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

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant: RSA+
1515 Fourth Street
Napa, California 94559

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEYS' FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 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: ______________________________
Title:________________________________

City:

By: ________________________
Name: Mark T. Prestwich
Title: City Manager

Approved as to Form:

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

EXHIBIT A

SCOPE OF SERVICES

1. **Topographic Survey**. RSA$^+$ will perform a field survey to obtain ground shots of the existing curb lines, lane striping, utilities, bridge location, elm tree locations and other pertinent physical features pertaining to the design.

2. **Conceptual Planning.** RSA$^+$ will perform the following:
   a. Prepare a maximum of two (2) conceptual alignments for the new lane lines and parking. One being the Caltrans standard design and the other being the desired layout showcasing exceptions to Caltrans standards.
   b. Attend two (2) meetings to review the conceptual designs. One being with City staff in St. Helena and the other being a meeting at Caltrans headquarters in Oakland if deemed necessary.
   c. If required, we have included fee to attend one (1) meeting for St. Helena City Council.

3. **Construction Documents.** Using the concept chosen in the Conceptual Planning task above, RSA$^+$ will prepare construction documents for submittal to Caltrans District 4. This work will include:
   a. Construction Plans consisting of:
      i. Cover Sheet
      ii. Demolition, Grading and Utility Plan (if necessary)
      iii. Layout, Pavement Delineation and Signage Plan
      iv. Traffic Control Plan
      v. Notes and Details
   b. A Project Specification book utilizing the City standard front-end specifications and project specific special provisions in the City of St. Helena standard format.
   c. A Cost Estimate will be prepared for the project.

4. **Processing.** RSA$^+$ will address comments from Caltrans received after first submittal. The budget for this task includes three (3) iterations with Caltrans. We will address all comments in order to receive the final approved encroachment permit.

5. **Bidding Assistance.** RSA$^+$ will be available during the project bid period to answer questions, prepare addenda and assist with bid opening if deemed necessary.

6. **Construction Phase Engineering Services.** RSA⁺ will provide engineering support services during bidding and construction of improvements for the project. This work will be on “as needed/on-call” basis and will include the following:

   a. Pre-construction meetings and construction meetings.

   b. Periodic site observation/visits.

   c. Response to RFI’s.

   d. Assistance with reviewing Change Orders.

   e. Other construction related work as requested.

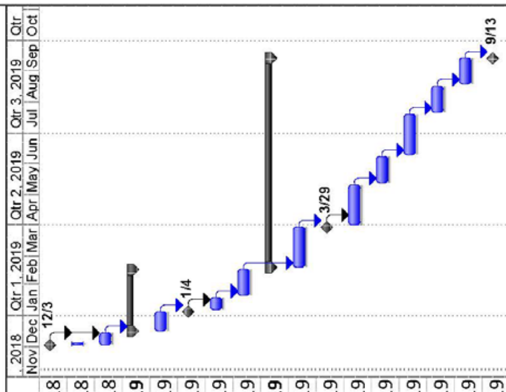
Not included in this scope of services:

1. Boundary Survey. The boundary will be shown from record data.
2. Design of off-site improvements and frontage improvements except as specifically noted in the Scope of Services.
3. Design or analysis related to stormwater retention or detention facilities.
4. Joint trench, electric, gas, CATV or telephone design.
5. Payment of County, City, Title Company or other agency fees.
6. Construction inspection services.
7. Landscape and architectural design services. RSA$^+$ can provide landscape design services through Studio 1515 if requested by Client.
8. Traffic signal design services.
9. Geotechnical/Geological design services.
10. Pavement Structural Design.
11. Tree Preservation Plan.
12. Traffic Study or Trip Generation Calculations.
13. “As Built” Plans. RSA$^+$’s scope includes “Record Drawings” which will include notes and changes provided to us by the contractor. We will not field survey plan changes which would be required to prepare “As-Built” plans.
14. Layout or design for Lighting.
15. Traffic Circulation or Turning Template Study.
16. Only three (3) iterations of the encroachment permit plans with Caltrans in included in the scope/fee. Additional plan reviews beyond 3 will require additional budget.

SCHEDULE

St. Helena Restriping Project
Draft Project Schedule

ID	Task Name	Duration	Start	Finish
1	Project Commence	0 days	Mon 12/3/18	Mon 12/3/18
2	Kick-off meeting	2 days	Mon 12/3/18	Tue 12/4/18
3	Topographic Survey	10 days	Mon 12/3/18	Fri 12/14/18
4	**Conceptual Planning**	**45 days**	**Mon 12/17/18**	**Fri 2/15/19**
5	Prepare Initial Concepts	15 days	Mon 12/17/18	Fri 1/4/19
6	Meet and present to staff	0 days	Fri 1/4/19	Fri 1/4/19
7	Update Concepts	10 days	Mon 1/7/19	Fri 1/18/19
8	Staff/Caltrans/Council Meetings	20 days	Mon 1/21/19	Fri 2/15/19
9	**Construction Documents**	**150 days**	**Mon 2/18/19**	**Fri 9/13/19**
10	Prepare 65% PS&E	30 days	Mon 2/18/19	Fri 3/29/19
11	Submit to City and Caltrans	0 days	Fri 3/29/19	Fri 3/29/19
12	Agency Review	30 days	Mon 4/1/19	Fri 5/10/19
13	Respond to Comments and submit 95% Plans	20 days	Mon 5/13/19	Fri 6/7/19
14	Agency Review	30 days	Mon 6/10/19	Fri 7/19/19
15	100% PS&E	20 days	Mon 7/22/19	Fri 8/16/19
16	Finalize permits	20 days	Mon 8/19/19	Fri 9/13/19
17	Potential Bid Date	0 days	Fri 9/13/19	Fri 9/13/19



Project: Schedule
Date: Thu 11/8/18

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

Page 1

Exhibit A
Page 3 of 3

EXHIBIT B

COMPENSATION

Client agrees to compensate Consultant on a "Fixed Fee" (FF) or "Time & Materials not-to-exceed" (T&M nte) fee basis, in accordance with the attached Fee Schedule.

Task 1 Topographic Survey	(FF)	$5,000
Task 2 Conceptual Planning	(FF)	$6,000
Task 3 Construction Documents	(FF)	$23,000
Task 4 Processing	(FF)	$6,000
Task 5 Bidding Assistance	(T&M nte)	$600
Task 6 Construction Phase Engineering Services	(T&M nte)	$3,000
	Total	$43,600

2018 ENGINEERING FEE SCHEDULE

1. Listed herein are prices for the engineering services frequently performed by RSA$^+$. Prices for services not listed will be given upon request.
2. Materials and expenses (subcontracts, fees, meals, travel expenses, etc.) are invoiced at cost plus 15%. Printing and plotting costs (for up to 50 sheets) will be billed per schedule below.

a.	CADD plot	$10.00 per plot
b.	Large-format copies, B&W	$ 4.00 per sheet
c.	Small-format copies, B&W	$ 0.15 per page
d.	Small-format copies, Color	$ 0.75 per page

   Print jobs more than 50 sheets will be billed at discounted rates through Napa Reprographics.
3. Invoices will be submitted as agreed and are due on presentation. Unpaid bills will be considered past due after 30 days from invoice date and will be subject to a late payment charge at the rate of 1½ percent per month, subject to a minimum charge of $15.00 per month.
4. A monthly fee of $200.00 will be charged for special handling or processing not conforming to RSA$^+$'s standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non RSA$^+$ standard task organizations.
5. This Fee Schedule is applicable until December 31, 2018, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2019.
6. Travel time is charged at standard billing rates.
7. Tasks involved with or requiring overtime, Code Violation Resolution, Stormwater Exceedance Compliance Assistance, Depositions, Hearings or Court Appearances are charged at 1.5 times at standard billing rates.

PERSONNEL RATES

Office and Field Services:

Principal	$230.00 per hour
Project Manager	$200.00 per hour
Lead Engineer	$185.00 per hour
Project Engineer	$175.00 per hour
Landscape Architect	$170.00 per hour
Design Engineer	$170.00 per hour
Assistant Engineer	$155.00 per hour
Engineering Technician	$145.00 per hour
Survey Crew (Construction, 2 Man, Robotic, or GPS)	$255.00 per hour
Prevailing Wage Survey Crew (2 Man)	$290.00 per hour
Additional Field Personnel	$85.00 per hour
Licensed Land Surveyor	$200.00 per hour
Draftsperson	$120.00 per hour
Inspector	$120.00 per hour
Engineering Aide	$90.00 per hour
Administrative Coordinator	$90.00 per hour

Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **New Business**

Subject: **Consideration of proposed adoption of (1) a Resolution establishing parking regulations (3-hour zone) to the south side of Pine Street between Main Street and Oak Avenue; (2) a Resolution rescinding Resolution 2010-15 and updating portions on Pine Street and South Crane Avenue to the City's list of yellow zones (loading); and (3) a Resolution rescinding Resolution 2018-159 and updating portions on Pine Street to the City's list of red zones (parking prohibitions)**

CEQA Determination: **Exempt**

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND
In order to implement no parking or restricted parking zones, the Director of Public Works, Police Chief, and Fire Chief are required to discuss and agree to proposed modifications and/or additions prior to recommending City Council adoption.

DISCUSSION
The City Manager and Public Works Director were contacted by members of Rianda House and a owner representative of the Baldwin Professional Building with a request to revise parking restrictions, loading zone, and red zone restrictions along the south side of Pine Street between Oak Avenue and Main Street. The available street parking currently has no time restrictions and is predominantly utilized by employees of nearby businesses which limits the usage by patrons of the medical clinics and other offices. Earlier in the year, staff walked door to door of the businesses on the south and north side of the street and those contacted were in favor of the proposed parking restrictions

on the south side of Pine Street. In addition, employees of the Baldwin Professional Building, Magnolia Room, Rianda House, and offices on the north side of the street have off-street parking available.

Staff is recommending that parking should be restricted to 3-hour parking similar to existing 3-hours zones originally established in the Central Business District by Resolution 2010-28. In addition to the parking restrictions, the Magnolia Room has requested that the loading zone be swapped towards the end of Oak Avenue to allow more readily access from Oak Avenue, which only requires the relocation of the sign and curb paint. And finally, the Fire Marshall has requested that the red zones be lengthened from Main Street to address line of sight concerns as well as adding a 10' red curb in front of the Baldwin Building to allow fire access to the stand pipe behind the sidewalk. One parking space will be lost with the proposed red curb addition.

Additionally, staff has a clean up item to the yellow zone on Crane Street. This modification is included in Attachment 2 - Yellow Zone Resolution. This modification deletes conditions applying to South Crane that were updated in the Red Zone Resolution 2018-145 on October 23, 2018.

To accomplish the recommended actions above staff has prepared three resolutions for City Council consideration. They are as follows:

1. Attachment 1 - establishing a 3-hour parking zone to the south side of Pine Street between Main Street and Oak Street; and
2. Attachment 2 - updating portions on Pine Street and South Crane Avenue to the City's list of Yellow Zones (South Crane is a clean up item from the October 23, 2018 meeting); and
3. Attachment 3 - adding portions of Pine Street to the City's list of Red Zones.

FISCAL IMPACT

The costs to paint curbs and installation of necessary signage is minimal and can be absorbed within the existing operations budget.

RECOMMENDED ACTION

Adopt (1) a Resolution establishing parking regulations (3-hour zone) to the south side of Pine Street between Main Street and Oak Avenue; (2) a Resolution rescinding Resolution 2010-15 and updating portions on Pine Street and South Crane Avenue to the City’s list of yellow zones (loading); and (3) a Resolution rescinding Resolution 2018-159 and updating portions on Pine Street to the City’s list of red zones (parking prohibitions)

ATTACHMENTS

Attachment 1: Resolution 3-hour Zone
Attachment 2: Resolution Yellow Zones
Attachment 3_ Resolution Red Zones
Attachment 4: Existing Pine Street Map

[Attachment 5: Proposed Zones]

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution establishing parking regulations (3-hour zone) to the south side of Pine Street between Main Street and Oak Avenue

RECITALS

A. At present the south side of Pine Street between Oak Avenue and Main Street has no parking regulations; and

B. Members of Rianda House on Main Street and a owner representative of the Baldwin Professional Building on Pine Street has requested and City staff concurs that the curb on the south side of Pine Street be designated a 3-hour parking zone; and

C. Existing 3-hours zones were initially established in the Central Business District by City Council Resolution 2010-28; and

D. This will create a zone similar to the existing 3-hour zones currently designated for Main Street and adjacent side streets.

RESOLUTION

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

1. The south side of Pine Street between Oak Avenue and Main Street shall be designated a 3-hour parking zone; and
2. The Director of Public Works shall place such signs as may be necessary to indicate the above regulation and allow the Police Department to enforce it.

Approved at a Regular Meeting of the St. Helena City Council on November 27, 2018, by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Ellsworth: ___________

Councilmember Dohring: ___________

Councilmember Koberstein: ___________

APPROVED: ATTEST:

Alan Galbraith, Mayor

Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2018 -

Resolution rescinding Resolution 2010-15 and updating portions on Pine Street and South Crane Avenue to the City's list of Yellow Zones (loading)

RECITALS

The Police Chief and Public Works Director have identified certain locations for which they recommend loading zones (yellow) in addition to those already in existence. Locations not underlined are locations already marked and previously identified as loading zones. Deleted locations are identified with strikethrough text in following resolution.

RESOLUTION

1. Loading zones established within Resolution No. 2010-15 are hereby rescinded except to the extent that they are re-established below in this resolution.

2. For purposes of this resolution:

   "Curb" means the concrete curbing installed along the side of the street or roadway or, if there is none, the edge of the traveled portion of the street or roadway.

   "Intersection" means the point established by extending curb lines of the designated streets without regard for an arced curb installed to provide a turning radius between roadways.

3. Pursuant to Sections 10.16.010 and 10.16.040 (B) of the City Code the following locations are designated as loading zones within which parking of vehicles on City streets is regulated.

A) **ADAMS STREET**

   1. Commencing at the southeast corner of Oak Avenue and Adams Street thence east 250 feet along the south side of Adams Street. (20-minutes)

   2. Commencing at the southwest corner of Kearney Street and Adams Street; thence westerly 210 feet along the south side of Adams Street. (School Loading Zone)

B) **HUNT AVENUE**

1. South side of Hunt Avenue between Main Street and Railroad Avenue from the east end of the red zone a distance of 25 feet.

C) **MC CORMICK STREET**

1. A one-hour loading zone across the frontage of Assessor Parcel No. 09-580-21 until such time as said vacant parcel is developed at which time the loading zone will be abandoned.

2. Commencing at the southwest intersection of Dowdell Lane and McCormick Street 88 feet southerly to the point of beginning thence 65 feet southerly along the west side of McCormick Street.

D) **MONEY WAY**

1. Commencing at a point on the westerly line of Money Way 42 feet southerly of the southerly right-of-way line of Adams Street and extending southerly along the westerly line of Money Way 78 feet to a point 120 feet southerly of the southerly right-of-way line of Adams Street. (20-minutes)

2. Commencing at a point on the westerly line of Money Way 600 feet southerly of the southerly right-of-way line of Adams Street and extending along the westerly line of Money Way 165 feet to a point 765 feet southerly of the southerly right-of-way line of Adams Street. (20-minutes)

3. Commencing at a point on the westerly line of Money Way one hundred sixty-two (162) feet southerly of the southerly right-of-way line of Adams Street and extending southerly along the westerly line of Money Way two hundred twenty-three (223) feet to a point three hundred eighty-five (385) feet southerly from the southerly right-of-way line of Adams Street.

Additional conditions that apply to the yellow zones for Money Way are as follows:

(1) Time limit of 20 minutes and shall be effect without regard to time of day, day of week, or holiday.

(2) No person shall park, stop, or leave standing any vehicle such that any part of the vehicle protrudes onto Money Way more than 8 feet from the westerly line of Money Way.

E) **OAK AVENUE**

1. Commencing at the southwest corner of Oak Avenue and Adams Street thence to a point 265 feet southerly along Oak Avenue. (School Days - 20-minutes)

2. Between the driveways in front of Montessori School - 1425 Oak Avenue. (20-minutes)

3. Westerly side of Oak Avenue commencing at a point 65 feet southerly of the southerly line of Tainter Street thence southerly 25 feet along the west side of Oak Avenue. (7:30 a.m. - 9:00 a.m. and 2:00 p.m. - 4:00 p.m., Monday - Friday)

F) **PINE STREET**

1. Commencing 20 feet west of the curb return ~~at the curb return~~ at the southwest curb of Pine Street and Main Street thence westerly a distance of 30 feet along the south side of Pine Street. (20-minutes)

2. Commencing ~~81~~ 20 feet east of the curb return at the southeast corner of Pine Street and Oak Avenue thence easterly a distance of 30 feet along the south side of Pine Street.

3. Commencing 168 feet east of the curb return at the northeast corner of Pine Street and Oak Avenue thence easterly a distance of 24 feet along the north side of Pine Street.

G) **RAILROAD AVENUE**

1. Commencing 29 feet from the northwest corner of Railroad Avenue and Hunt Avenue thence northerly a distance of 158 feet along the west side of Railroad Avenue. (8:00 a.m. - 11:30 a.m.)

H) **SPRING STREET**

1. Commencing 230 feet west from the northwest corner of Kearney Street and Spring Street thence 35 feet west along the northerly curb of Spring Street. (20-minutes)

2. Commencing 188 feet west of the northwest intersection of Oak Avenue and Spring Street thence 45 feet west along the north side of Spring Street. (20-minutes)

I) **TAINTER STREET**

1. Northerly portion of Tainter Street at its intersection with Kearney Street beginning 19 feet south of the intersection southerly for a distance of 44 feet. (20-minutes)

2. Northerly portion of Tainter Street at its intersection with Kearney Street beginning 19 feet north of the intersection northerly for a distance of 22 feet. (20-minutes)

3. Southerly side of Tainter Street between Kearney Street and Oak Avenue.

J) **VINTAGE AVENUE**

1. North side of Vintage Avenue, beginning at a point 70 feet easterly of the northeast intersection of Vintage Avenue and McCormick Street then continuing easterly a distance of 40 feet.

~~K) **SOUTH CRANE AVENUE AT THE PRIMARY SCHOOL**~~

~~1. Commencing on the east side of South Crane Avenue at a point 175 feet south of the southeast corner of the intersection between South Crane Avenue and Grayson Avenue thence southerly a distance of 110 feet to the red zone for the fire hydrant.~~

~~2. Beginning at the southerly end of the red zone described in 1. above, thence southerly for a distance of 110 feet or to the end of the Primary School Frontage whichever is less. (7:30 am to 9:00 am, 12:30 pm to 1:30 pm, and 2:30 to 3:30 pm)~~

~~**Additional conditions that apply to the yellow zones for South Crane Avenue at the Primary School are as follows:**~~

~~(1) The loading zone shall be posted with the following R29 School Bus Loading sign:~~

Approved at a regular meeting of the City Council held on November 27, 2018 by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Koberstein: ___________

Councilmember Dohring: ___________

Councilmember Ellsworth: ___________

APPROVED: ATTEST:

Alan Galbraith, Mayor
Cindy Tzafopoulous, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution rescinding Resolution 2018-159 and adding portions of Pine Street to the City's List of Red Zones (parking prohibitions)

RECITALS

The Police Chief, Fire Chief and the Public Works Director have identified certain locations for which no parking is recommended in addition to those already in existence. New locations are identified with an underline in the following resolution. Locations not marked by an underline are locations already designated as no parking zones.

RESOLUTION

1. No parking zones or No stopping zones established within Resolution No. 2018-159 are hereby rescinded except to the extent that they are re-established below in this resolution.

2. For purposes of this resolution:

   "Curb" means the concrete curbing installed along the side of the street or roadway or, if there is none, the edge of the traveled portion of the street or roadway.

   "Intersection" means the point established by extending curb lines of the designated streets without regard for an arced curb installed to provide a turning radius between roadways.

3. Pursuant to Sections 10.10 and 10.11.1 of the City Code the following locations are designated as no parking or no stopping zones within which parking of vehicles on City streets is prohibited.

A) **ADAMS STREET**

   1. Commencing at the northeast intersection of Adams and Kearney Streets thence 25 feet easterly along the north side of Adams Street.

   2. Commencing at the southeast intersection of Adams and Kearney Streets thence 72 feet westerly along the south side of Adams Street.

   3. Commencing at the southeast intersection of Adams Street and Money Way thence 30 feet easterly along the south side of Adams Street.

4. Commencing at the southeast intersection of Adams Street and Napa Valley Wine Train Tracks thence easterly 30 feet along the south side of Adams Street.

5. Commencing at the southeast intersection of Adams Street and Main Street 42 feet easterly to the point of beginning, thence 20 feet easterly along the south side of Adams Street.

6. Commencing on the south side of Adams Street 138 feet easterly from Main Street thence 20 feet easterly along the south side of Adams Street.

7. Commencing at the northwest intersection of Adams Street and Railroad Avenue thence westerly 28 feet along the north side of Adams Street.

8. Commencing at a point 65 feet east of Main Street thence easterly 20 feet along the north side of Adams Street.

9. Commencing at the northeast intersection of Adams Street and Oak Avenue thence easterly 20 feet on the north side of Adams Street.

10. Commencing at the southeast intersection of Adams Street and Oak Avenue thence easterly 30 feet along the south side of Adams Street.

11. Commencing at the northeast intersection of Adams Street and Oak Avenue thence easterly 25 feet along the north side of Adams Street.

12. Commencing at the southwest intersection of Adams Street and Main Street thence westerly 31 feet along the south side of Adams Street.

13. Commencing at the westerly edge of the westerly driveway of 899 Adams Street thence westerly 30 feet along the south side of Adams Street.

14. Commencing at the easterly edge of the most easterly driveway of the 1010 Adams Street Bank Building and Pharmacy, thence easterly thirty (30) feet along the south side of Adams.

B) **ALEXANDER COURT**

1. Commencing at the southerly intersection of Alexander Court and Main Street thence westerly along the north side of Alexander Court 160 feet, thence northerly along a curve to the right 160 feet, thence easterly along the southerly side 160 feet to the northerly intersection of Alexander Court and Main Street.

C) **CHARTER OAK**

1. Commencing at the northeast intersection of Charter Oak and Wine Train Railroad Tracks thence easterly 180 feet along the north side of Charter Oak.

2. Commencing at the southeast intersection of Charter Oak and Wine Train Railroad Tracks thence easterly 197 feet along the south side of Charter Oak.

3. Commencing at the east intersection of Allison Avenue and Charter Oak thence along both sides of Charter Oak Avenue to the easterly end of the street.

D) **CHILES AVENUE**

1. Beginning at a point lying 84 feet westerly of the northwest bridge abutment corner at Pope Street crossing Sulphur Creek; thence northwesterly 58 feet along the east curb at Chiles Avenue and Pope Street.

2. Beginning at a point lying 154 feet westerly of the northwest bridge abutment corner at Pope Street crossing Sulphur Creek; thence northerly 84 feet along the west curb at Chiles Avenue and Pope Street.

E) **CHURCH STREET**

1. Commencing at the southeast intersection of Church Street and Hunt Avenue thence southerly along the east side of Church Street to the northeasterly intersection of Pope Street.

2. West side of Church Street five (5) feet north and five (5) feet south of the entrance and exit driveway of the parking lot of the business located at 1120 Pope Street.

F) **COLLEGE AVENUE**

1. Commencing at the southeast intersection of College Avenue and Pope Street thence southerly 360 feet along the east side of College Avenue.

2. Commencing at the southwest intersection of College Avenue and Pope Street thence southerly 360 feet along the west side of College Avenue.

G) **DOWDELL LANE**

1. Commencing at the east right-of-way of the Wine Train crossing at Dowdell Lane thence easterly 180 feet along the north and south side of Dowdell Lane.

2. Commencing at the driveway to 899 Dowdell Lane thence 12 feet in both the easterly and westerly direction from the edge of said driveway a distance of 12 feet along the northerly side of Dowdell Lane.

3. DOWDELL AND MCCORMICK

   a. Commencing at the southeast intersection of McCormick Street and Dowdell Lane thence 25 feet northwesterly along the east side of McCormick Street.

   b. Commencing at the southeast intersection of McCormick Street and Dowdell Lane thence 28 feet northeasterly along the south side of Dowdell Lane.

H) **EDWARDS STREET**

1. Commencing at the southeast corner of Edwards Street and Hunt Avenue thence southerly 20 feet along the east side of Edwards Street.

2. Commencing at the southwest corner of Edwards Street and Hunt Avenue thence southerly 20 feet along the west side of Edwards Street.

I) **EL BONITA AVENUE**

1. Commencing at a point 35 feet west of Community Drive thence westerly 60 feet along the north side of El Bonita Avenue.

2. Commencing at the intersection of El Bonita Avenue and Community Drive thence easterly 80 feet along the south side of El Bonita Avenue.

J) **ELMHURST AVENUE**

1. Commencing at the northeast intersection of Elmhurst Avenue and Granger Way thence easterly 30 feet along the north side of Elmhurst Avenue.

2. Commencing at the southeast intersection of Elmhurst Avenue and Spring Mountain Road thence easterly 75 feet along the south side of Elmhurst Avenue.

3. Commencing at the intersection of Elmhurst Avenue and Main Street thence westerly 30 feet along Elmhurst Avenue and thence northerly 60 feet along Main Street.

K) **FULTON LANE**

1. Commencing at the northeast and southeast intersection of Fulton and Main Streets thence easterly 90 feet along the north and south sides of Fulton Lane.

2. Commencing at the easterly intersection of Fulton Lane and Railroad Avenue thence easterly 120 feet along both the north and south sides of Fulton Lane.

L) **GRAYSON AVENUE**

1. South side of Grayson Avenue from the southwest intersection of Main Street and Grayson Avenue westerly for a distance of 100 feet.

2. North side of Grayson beginning at a point 665 feet westerly of the westerly line of Main Street then west along the north side of Grayson for a distance of 1,165.6 feet between the hours of 7:30 a.m. and 3:00 p.m., Mon. - Fri.

3. Commencing at the northeast intersection of Grayson Avenue and Crane Avenue thence easterly 50 feet along the north side of Grayson Avenue. This is a 24-hour "No Stopping zone.

4. Commencing at a point 50 feet north of the northeast intersection of Grayson Avenue and Crane Avenue thence 700 feet along the north side of Grayson Avenue. This is a "No Stopping" zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.

5. Commencing at the intersection of the easterly driveway of the Primary School Parking Lot and Grayson Avenue thence westerly along the southerly curb line a distance of 25 feet.

M) **GROVE COURT**

1. Commencing at the northeast intersection of Grove Court and Hunt Avenue thence northerly 205 feet along the east side of Grove Court.
2. Commencing 100 feet northerly of the northwest intersection of Grove Court and Hunt Avenue thence northerly 100 feet along the west side of Grove Court adjacent to the heritage oak tree.

N) **HUNT AVENUE**

1. Commencing at the northeast intersection of Hunt Avenue and Starr Avenue thence westerly 307 feet along the north side of Hunt Avenue.

2. Commencing at the southwest intersection of Hunt Avenue and Starr Avenue thence westerly 465 feet along south side of Hunt Avenue to 105 feet west of Monte Vista extended center line.

3. Commencing at the southeast corner of Hunt Avenue and Edwards Street thence easterly 40 feet along the south side of Hunt Avenue.

4. Commencing at the southwest corner of Hunt Avenue and Edwards Street thence westerly 30 feet along the south side of Hunt Avenue.

5. Commencing on the north side of Hunt Avenue fifteen (15) feet west and fifteen (15) feet east of the most eastern entrance and exit driveway of the Safeway parking lot. This is a 24-hour “No Stopping Zone”.

6. Commencing at a point fourty (40) feet east of the most eastern entrance and exit driveway of the Safeway parking lot, thence thirty (30) feet along the north side of Hunt Avenue.

O) **JUNE LANE**

1. Commencing at a point lying 184 feet north of the intersection of Chiles and June Lane; thence along the east curb to the right a distance of 30 feet to the south curb of Hunt Avenue.

2. Commencing at a point lying 184 feet north of the intersection of Chiles Avenue and June Lane; thence along the west curb to the left a distance of 30 feet to the south curb of Hunt Avenue.

P) **KEARNEY STREET**

1. Commencing at the northeast intersection of Kearney Street and Spring Street thence northerly along the east side of Kearney Street to Tainter Street.

2. Commencing 143 feet north of the northeast corner of Adams Street and Kearney Street thence northerly a distance of 51 feet along the east side of Kearney Street.

3. Commencing 399 feet north of the northeast corner of Adams Street and Kearney Street thence northerly a distance of 33 feet along the east side of Kearney Street.

Q) **LA FATA STREET**

1. Commencing 215 feet southerly from the southeast corner of La Fata Street and Dowdell Lane thence 60 feet southerly along the easterly curb of La Fata Street.

2. Commencing 398 feet southerly from the southeast corner of La Fata Street and Dowdell Lane thence 40 feet southerly along the easterly curb of La Fata Street.

3. Commencing at the driveway to 899 Dowdell Lane located on La Fata Street thence 12 feet in both the northerly and southerly direction from the edge of said driveway a distance of 12 feet along the westerly side of La Fata Street.

R) **LIBRARY LANE**

1. Commencing at the north side of the white painted load zone at the St. Helena Library at 1480 Library lane, then twenty-one (21) feet along the east side of Library Lane.

S) **MADRONA AVENUE**

1. Commencing at the intersection of Madrona and Oak Avenues thence easterly and westerly along the north and south sides of Madrona Avenue 20 feet from each intersection.

2. Commencing at the northwest and southwest intersections of Madrona Avenue and Main Street thence westerly 90 feet along the north and south side of Madrona Avenue.

T) **MAIN STREET**

1. Commencing at the intersection of Main Street and Madrona Avenue thence southerly 155 feet along both sides of Main Street.

2. Commencing at the intersection of Main Street and Madrona Avenue thence northerly 155 feet along both sides.

3. Commencing at the southwest intersection of Main Street and Sulphur Springs Avenue thence 310 feet southerly along the west side of Main Street.

4. Commencing at Main Street and the Sulphur Creek bridge thence southerly to Sulphur Springs Avenue along both sides of Main Street and northerly 175 feet to Mitchell Avenue along the west side of Main Street.

5. Commencing at the northwest intersection of Main Street and Mitchell Drive thence northerly 20 feet.

6. Commencing at the intersection of Main Street and Spring Street thence 25 feet southerly along the west side.

7. Commencing at the southeast intersection of Main Street and Adams Street thence southerly 50 feet along the east side.

8. Commencing at the southeast intersection of Main Street and Adams Street 120 feet southerly to the point of beginning thence southerly 37 feet along the east side.

9. Commencing at the intersection of Main Street and Hunt Avenue thence northerly and southerly 30 feet along the east side.

10. Commencing at the intersection of Main Street and Spring Street 145 feet northerly to a point of beginning thence northerly 22 feet along the east side.

11. Commencing at the Main Street crosswalk at the south line of Spring Street thence southerly 24 feet along the east side of Main Street.

12. Commencing at the northwest intersection of Main Street and Adams Street thence northerly 35 feet along the west side.

13. Commencing at the southwest intersection of Main Street and Adams Street thence southerly 40 feet along the west side.

14. Commencing at the northwest intersection of Main Street and Spring Street 540 feet northerly to a point of beginning thence northerly 30 feet along the west side.

15. Commencing at the northwest intersection of Main Street and Spring Street 230 feet northerly to a point of beginning thence northerly 90 feet along the west side.

16. Commencing at the northwest intersection of Main Street and Spring Street thence northerly 40 feet along the west side.

17. Commencing at the northwest intersection of Main Street and Elmhurst 400 feet to a point of beginning thence northerly 330 feet along the west side of Main Street.

18. Commencing at the southeast intersection of Main Street and Pope Street thence southerly 170 feet along the east side of Main Street.

19. Commencing at the southeast intersection of Main Street and Pine Street thence south a distance of 28 feet along the east side of Main Street.

20. Commencing at the southwest intersection of Main Street and Pine Street thence south a distance of 28 feet along the west side of Main Street.

21. West side of Main Street from a point one hundred (100) feet south of Grayson Avenue southerly a distance of one thousand six hundred ninety (1,690) feet.

22. East side of Main Street from the south line of Grayson Avenue southerly a distance of one thousand five hundred eighty-five (1,585) feet.

23. East side of Main Street beginning at a point one thousand five hundred eighty-five (1,585) feet south of the south line of Grayson Avenue, southerly for a distance of two hundred eighteen (218) feet between the hours of 7:30 a.m. and 5:30 p.m.

24. East side of Main Street beginning at a point one thousand eight hundred three (1,803) feet south of the south line of Grayson Avenue, southerly for a distance of two hundred seventy-two (272) feet.

25. West side of Main Street from the northwest corner of Main Street and Grayson Avenue approximately 85 feet across the frontage of A&W Restaurant located at 501 Main Street.

26. Commencing at the southwest corner of Main Street and the York Creek Bridge thence south 360 feet along the west side of Main Street.

27. Commencing at the northeast corner of Pratt Avenue and Main Street thence north along the west side of Main Street to the York Creek Bridge

28. Commencing at a point 45 feet north of the northeast intersection of Main Street and Pope Street thence north 29 feet along the east side of Main Street.

29. Commencing at Deer Park Road south along both sides of Main Street to the York Creek Bridge.*

    *The area in the Tunnel of Trees is a "No Stopping" zone on both sides of Main Street.

30. Commencing at a point 99 feet west of the northwest intersection of Main Street and Pine Street thence 22 feet west along the north side of Pine Street.

31. Commencing at the southwest corner of Main Street and Charter Oak extending westerly 50 feet on the south side of Charter Oak. This is a 24 Hour "No Parking" Zone.

32. Commencing at the intersection of Main Street and Elmhurst Avenue thence southerly 30 feet along the west side of Main Street.

33. Commencing at the intersection of Main Street and Elmhurst Avenue thence northerly 60 feet along the west side of Main Street.

34. Commencing at a point 25 feet south of the southeast intersection of Britton Way thence southerly 88 feet along the east side of Main Street. This is a "No Parking" zone and reserved for transit buses.

U) **McCORMICK AVENUE**

1. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 170 feet southerly to a point of beginning thence southerly 15 feet along the west side of McCormick Street.

2. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 310 feet southerly to a point of beginning thence southerly 30 feet along the west side of McCormick Street.

3. Commencing at the northwest intersection of McCormick and Vintage Streets 320 feet northerly to the point of beginning thence northerly 25 feet along the west side of McCormick Street.

4. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 530 feet southerly to the point of beginning thence 20 feet southerly along the east side of McCormick Street.

5. Commencing at the southwest intersection of McCormick Street and Dowdell Lane 270 feet southerly to the point of beginning thence 50 feet southerly along the east side of McCormick Street.

V) **MITCHELL DRIVE**

1. Commencing at the southwesterly intersection of Mitchell Drive and St. James Drive thence westerly along the south side of Mitchell Drive to the southeast intersection of North Crane and Mitchell Drive and easterly 300 feet.

2. Commencing at the southwest intersection of Mitchell and Main Street thence 80 feet westerly along the south side of Mitchell Drive.

3. Commencing 230 feet west of the intersection of Main Street and Mitchell Drive thence 88 feet westerly along the south side of Mitchell Drive.

4. Commencing at the northwest intersection of Mitchell Drive and Oak Avenue thence 50 feet westerly along the northerly side of Mitchell Drive.

5. Commencing at the easterly corner of the most easterly intersection of Mitchell Drive and St. James Drive, thence ninety (90) feet along the south side of Mitchell Drive.

W) **MONTE VISTA AVENUE**

1. Commencing at the cul de sac northerly of Hunt Avenue thence around the perimeter of the 25 foot diameter island.

X) **OAK AVENUE**

1. Commencing at the southwest intersection of Oak Avenue and Hillview Place thence southerly 65 feet.

2. Commencing at the northeast, northwest, and southwest intersections of Oak Avenue and Pine Street thence 20 feet northerly and southerly along the east and west sides of Oak Avenue.

3. Commencing at the southwest intersection of Oak Avenue and Pine Street thence 30 feet southerly along the west side of Oak Avenue.

4. Commencing at the northeast intersection of Oak Avenue and Adams Street thence northerly 18 feet.

5. Commencing at the southwest intersection of Oak Avenue and Tainter Street 55 feet southerly to a point of beginning thence southerly 20 feet on the west side of Oak Avenue.

6. Commencing at a point easterly of the southwest intersection of Oak Avenue and Tainter Street thence southerly 22 feet along the east side of Oak Avenue at the crosswalk.

7. Commencing at the northwest intersection of Oak Avenue and Spring Street thence northerly 20 feet along Oak Avenue.

8. Commencing at the point of curvature of the southeasterly curve on the east side of Oak Avenue thence southeasterly 160 feet to the point of tangency with the north side of Mitchell Drive.

9. Beginning at a point 339 feet north of Spring Street extending northerly to a point 419 feet on the east side of Oak Avenue.

10. Beginning at the northwest corner of Oak Avenue and Tainter Street thence extending northerly 35 feet on Oak Avenue.

11. Twenty (20) feet southerly from the driveway at 1255 Oak Avenue.

Y) **PINE STREET**

1. Commencing at the northwest intersection of Pine Street and Main Street thence along the north side of Pine Street to Oak Avenue excepting a 25 foot yellow zone terminating 180 feet from the northeast intersection of Pine Street and Oak Avenue.

2. Commencing at the northwest and southwest intersections of Pine Street and Oak Avenue thence westerly 20 feet.

3. Commencing at the southeast intersection of Pine Street and Oak Avenue thence easterly 20 feet.

4. Commencing at the southwest intersection of Pine Street and Main Street thence westerly ~~10~~ 20 feet.

5. Commencing at the southeast intersection of Pine Street and Main Street thence easterly 115 feet.

6. Commencing at the northeast intersection of Pine Street and Main Street easterly 140 feet.

Z) **PINOT WAY**

1. Commencing at the centerline of the utility and pedestrian access alley that connects Pinot Way to Sylvaner Avenue thence southwesterly 10 feet and northeasterly 10 feet creating a 20 foot long segment centered on the end of the alley.

AA) **POPE STREET**

1. Commencing at the southeast and northeast intersections of Pope Street and Main Street thence east 80 feet to the Wine Train railroad right-of-way.

2. Commencing at the east terminus of Pope Street at the Napa River thence westerly along Stonebridge Park 345 feet on the north side of Pope Street.

3. Commencing at the northeast corner of Paseo Grand Drive and Pope Street then easterly 154 feet on the north side of Pope Street.

4. Commencing at the east terminus of Pope Street at the Napa River thence westerly 400 feet along the south side of Pope Street.

5. Commencing at the southeast intersection of Pope Street and College Avenue thence 340 feet easterly along the south side of Pope Street.

6. Commencing at the southwest intersection of Pope Street and College Avenue thence 680 feet westerly along the south side of Pope Street.

7. Commencing at the intersection of Pope Street and College Avenue thence easterly 680 feet on the north side of Pope Street.

8. Commencing at the northeast intersection of Pope Street and Church Street thence easterly 35 feet along the north side of Pope Street.

9. Commencing at the southeast intersection of Pope Street and the Napa Valley Wine Train Tracks thence easterly 25 feet along the south side of Pope Street.

10. Commencing at the northeast intersection of Pope Street and the Napa Valley Wine Train Tracks thence easterly 145' to the intersection of Pope Street and Church Street.

11. Commencing at the Northeast intersection of Pope Street and Chiles Ave thence easterly 950 feet along the north and south sides of Pope Street.

12. Commencing at the northwest intersection of Pope Street and Starr Avenue thence westerly 392 feet along the north side of Pope Street.

AB) **PRATT AVENUE**

1. Commencing at the southeastern intersection of Pratt Avenue and the Napa Valley Wine Train and thence easterly a distance of 570 feet along the south shoulder of Pratt Avenue.

2. Commencing at the northeastern intersection of Pratt Avenue and Main Street and thence easterly a distance of 300 feet along the north shoulder of Pratt Avenue.

AC) **RAILROAD AVENUE**

1. Commencing at the northwest intersection of Railroad Avenue and Adams Street thence 31 feet north along the west side of Railroad Avenue.

2. Commencing at a portion 400 feet north of the northeast corner of the intersection of Adams Street and Railroad Avenue thence north a distance of 50 feet along the east side of Railroad Avenue.

3. Commencing at the south exit of the City Parking lot on Railroad Avenue thence south a distance of 16 feet.

4. Commencing at the north side of the south exit of the City Parking lot on Railroad Avenue thence north a distance of 24 feet.

5. Commencing at the north exit of the City Parking lot on Railroad Avenue thence north a distance of 20 feet.

6. Commencing at the north exit of the City Parking lot on Railroad Avenue thence south a distance of 15 feet.

7. Commencing at the curb beginning at the Napa Valley Wine Train tracks at the northeast corner of the intersection of Adams Street and Railroad Avenue northward through the curb return and thence northerly a distance of 281 feet along the east side of Railroad Avenue.

AD) **SILVERADO TRAIL**

1. Commencing at the southeast intersection of Howell Mountain Road and Silverado Trail thence south 400 feet along the east side of Silverado Trail.

AE) **SOUTH CRANE AVENUE**

1. Commencing at the southeast intersection of South Crane Avenue and Grayson Avenue thence southerly 50 feet along the east side of South Crane Avenue. This is a 24-hour “No Stopping” zone.

2. Commencing at a point 433 feet south of the southeast intersection of South Crane Avenue and Grayson Avenue thence southerly 30 feet along the east side of South Crane Avenue. This is a “No Stopping” zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.

3. Commencing at the northeast intersection of South Crane Avenue and Grayson Avenue thence northerly 50 feet along the east side of South Crane Avenue. This is a 24-hour “No Stopping” zone.

4. Commencing at a point 50 feet north of the northeast intersection of South Crane Avenue and Grayson Avenue thence northerly 450 feet along the east side of South Crane Avenue to the bridge. This is a “No Stopping” zone during the hours of 7:30 a.m. – 3:00 p.m. on school days.

AF) **SPRING STREET**

1. Commencing at the northwest intersection of Spring Street and Main Street thence westerly 35 feet along the north side of Spring Street.

2. Commencing at the northwest intersection of Spring Street and Main Street westerly 120 feet to a point of beginning thence westerly 30 feet along the north side of Spring Street.

3. Commencing at the shopping center driveway at the intersection of Spring Street and Money Way thence 15 feet westerly and 65 feet easterly along the south side of Spring Street.

4. Commencing at the northeast and the southeast intersections of Spring Street and Oak Avenue thence 33 feet easterly along Spring Street.

5. Commencing at the northwest and southwest intersections of Spring Street and Oak Avenue thence 33 feet westerly along Spring Street.

6. Commencing at the southwest intersection of Spring Street and Oak Avenue westerly 70 feet to a point of beginning thence westerly 70 feet along the south

7. Commencing at the southwest intersection of Spring Street and Oak Avenue westerly 25 feet to a point of beginning thence westerly 50 feet along the south side.

8. Commencing at the intersection of Spring Street and Kearney Street thence easterly 60 feet along the south side.

9. Commencing at the northwest intersection of Spring Street and Kearney Street 70 feet westerly to a point of beginning thence 60 feet westerly along Spring Street.

10. Commencing at the northwest intersection of Spring Street and East Sylvaner 135 feet westerly to a point of beginning thence 70 feet westerly along Spring Street.

11. Twenty (20) feet on both sides of driveway at 2322 Spring Street.

12. Twenty (20) feet on west side of driveway and that strip on the easterly side to adjacent driveway at 1428 Spring Street.

13. Twenty (20) feet east from the west driveway and twenty (20) feet from both sides of the east driveway at 1343 Spring Street.

14. Ten (10) feet from both sides of the driveway to the parking lot east of the building at 1313 Spring Street.

AG) **SPRING MOUNTAIN ROAD**

1. Commencing at the southeast corner of Spring Mountain Road and Elmhurst Avenue thence 75 feet southerly along the east side of Spring Mountain Road.

AH) **STARR AVENUE**

1. Commencing at the northwest intersection of Starr Avenue and Harvest Lane thence 285 feet northerly along the west side of Starr Avenue.

2. Commencing at the northwest intersection of Harvest Lane and Starr Ave. northerly 45 feet to a point of beginning thence northerly 150 feet to the southeast corner of Meadowcreek Circle along the east side of Starr Avenue.

3. Commencing at the extended center line of Meadowcreek Circle (north) thence 22 feet south along the west side of Starr Avenue.

4. Commencing at the northeast intersection of Meadowcreek Circle (south) and Starr Avenue 83 feet northerly to a point of beginning thence northerly 32 feet to the south side of Hunt Avenue.

AI) **STOCKTON STREET**

1. Commencing at the northwest intersection of Stockton Street and Spring Street thence northerly along the west side of Stockton Street to the Madrona Street and Stockton Street intersection.

AJ) **SULPHUR SPRINGS AVENUE**

1. Commencing at the southwest intersection of Main Street and Sulphur Springs Avenue thence 50 feet westerly along the south side of Sulphur Springs Avenue.

2. Commencing at the northwest intersection of Main Street and Sulphur Springs westerly 253 feet to a point of beginning thence westerly 23 feet along the north side of Sulphur Springs Avenue.

3. Commencing at the northwest intersection of Main Street and Sulphur Springs westerly 289 feet to a point of beginning thence westerly 15 feet along the north side of Sulphur Springs Avenue.

AK) **SYLVANER AVENUE**

1. Commencing at the centerline of the utility and pedestrian access alley that connects Sylvaner Avenue to Pinot Way thence southwesterly 10 feet and northeasterly 10 feet creating a 20 foot long segment centered on the end of the alley.

AL) **TAINTER STREET**

1. Commencing at the intersection of Tainter Street and Kearney thence easterly along the south side of Tainter Street to the intersection of Oak Avenue and Tainter Street except Mon.-Fri. 7:30 a.m. - 9:00 a.m. and 2:00 p.m. - 4:00 p.m.

2. Commencing at the northwest intersection of Tainter Street and Kearney Street thence 80 feet easterly along the north side of Tainter Street.

3. South side of Tainter Street between Stockton Street and Kearney Street.

AM) **VINTAGE AVENUE**

1. Commencing at the northwest intersection of Vintage Avenue and McCormick Street westerly 228 feet to a point of beginning thence 12 feet west of said driveway 168 feet along the north side to the Napa Valley Wine Train right-of-way.

2. Commencing at the intersection of Vintage Avenue and McCormick Street westerly 250 feet to a point of beginning thence westerly 180 feet along the south side.

AN) **VOORHEES CIRCLE**

1. Commencing at the westerly intersection of Voorhees Circle and Mitchell Avenue south of Mitchell and west of Voorhees Circle thence southerly along the west side, easterly along the south side and northerly along the east side a distance of 1100 feet to the easterly intersection of Voorhees Circle and Mitchell Avenue.

Approved at a regular meeting of the City Council held on November 27, 2018 by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Koberstein: ___________

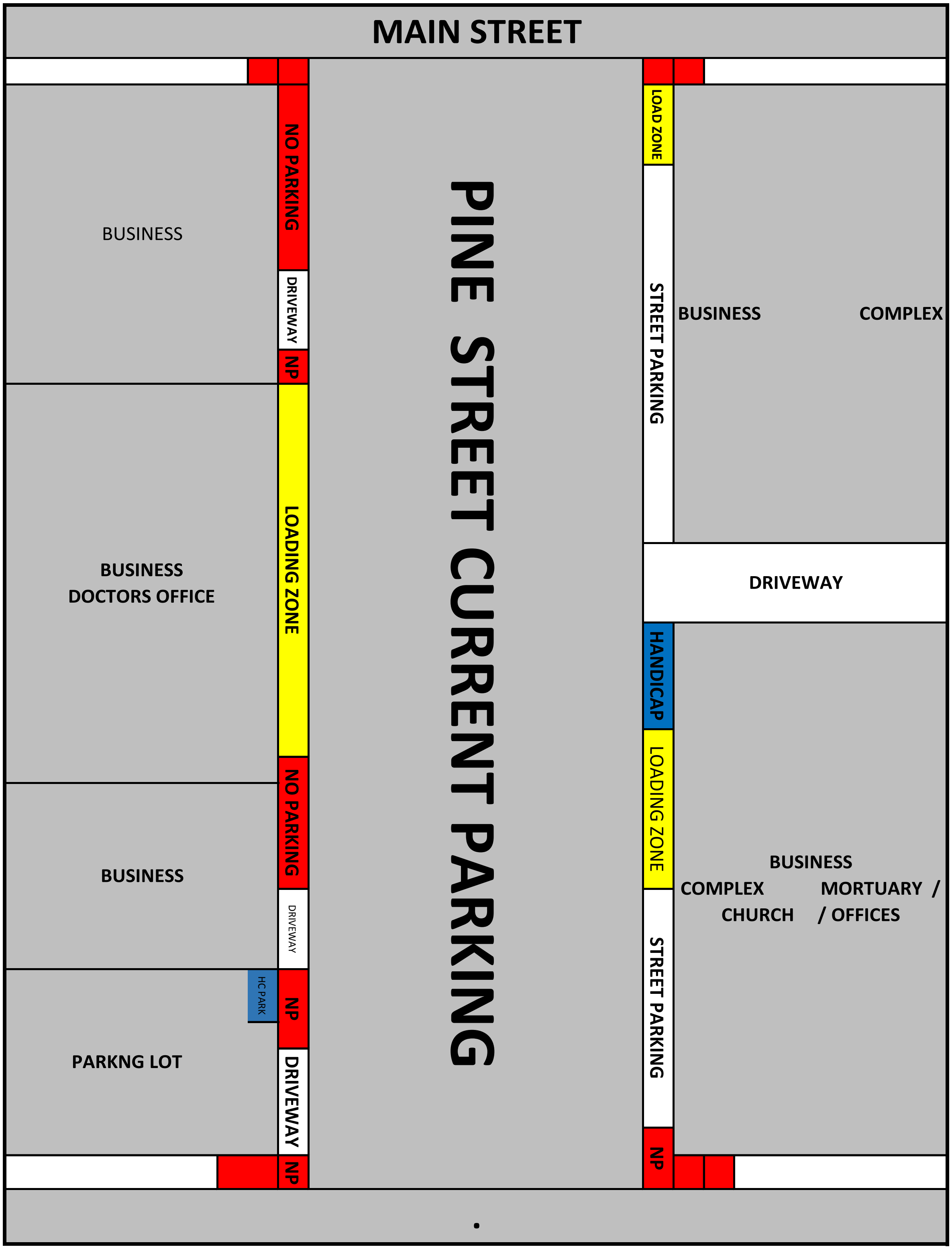
Councilmember Dohring: ___________

Councilmember Ellsworth: ___________

APPROVED: ATTEST:

_________________________ _________________________

Alan Galbraith, Mayor Cindy Tzafopoulous, City Clerk


MAIN STREET
PINE STREET CURRENT PARKING
BUSINESS
NO PARKING
DRIVEWAY
NP
BUSINESS
DOCTORS OFFICE
LOADING ZONE
BUSINESS
NO PARKING
DRIVEWAY
HC PARK
NP
PARKNG LOT
DRIVEWAY
NP
LOAD ZONE
STREET PARKING
BUSINESS COMPLEX
DRIVEWAY
HANDICAP
LOADING ZONE
BUSINESS
COMPLEX MORTUARY /
CHURCH / OFFICES
STREET PARKING
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Pine Street
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Google Earth
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Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **Consent**

Subject: **Second Reading of an Ordinance Adding St. Helena Municipal Code ('SHMC') Title 9, Section 9.24 to adopt Mobile Home Park Rent Stabilization**

CEQA Determination: **Not a CEQA project**

Prepared By: Mark T. Prestwich, City Manager

Reviewed By: Noah Housh, Planning & Community Improvement Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

In late 2017, the City Council adopted three year goals and 12-month strategic objectives to guide the work of the City. One of the objectives included a request to evaluate and recommend for City Council consideration rent stabilization options to maintain mobile home parks as an affordable housing option. The Housing White Paper transmitted to the City Council on June 26, 2018 identified the critical shortage and rising cost of housing in St. Helena, and recommended consideration of a rent stabilization ordinance for senior housing among numerous other strategies.

The City Council discussed the elements of a conceptual rent stabilization ordinance at their Council Meeting of July 24, 2018 and provided direction to conduct a community workshop. On August 30, the City held an informational workshop and Special Council Meeting to discuss rent stabilization and provide answers to common questions. The workshop was attended by approximately 50 people.

At the City Council meeting of October 9, 2018, the City Council 1) discussed and provided policy direction on various ordinance elements including maximum allowable annual rent adjustments, fees, vacancy control provisions, and regulatory and dispute processes, and 2) directed staff to prepare a First Reading of an Ordinance establishing mobile home rent stabilization. The City Council held a First Reading of the Ordinance on November 13, 2018. Minor edits were introduced and incorporated into the First Reading of the Ordinance.

DISCUSSION

As provided by the State's Mobile Home Residency Law, the proposed rent stabilization ordinance does not apply to mobile home owners that are subject to long term leases in excess of 12 months. A copy of the proposed ordinance and a version with track changes since the October 9, 2018 draft are included as Attachments A and B. Revisions requested to the draft reviewed November 13, 2018 are summarized in a table in Attachment C.

Key provisions of the proposed ordinance include:

1. Maximum Allowable Annual Rent Adjustments. The permissible annual increase shall be the lesser of 100% of the percent change in the Consumer Price Index (CPI) for All Urban Consumers, San Francisco-Oakland-San Jose region OR 3.0% of the base rent.

2. Vacancy Control. As written, the ordinance permits a Mobile Home Park owner to increase the space rent whenever a lawful vacancy occurs.

3. Fees. The cost of administration, including costs of mediation and arbitration shall be borne by the City until at least 50 percent of the leases within the City choose to regulated by the ordinance, at which point the City may impose a Rent Stabilization Administration Fee chargeable to each mobile home space subject to the ordinance.

4. Regulatory and Dispute Processes for Rent Increases.

- Rent increase of greater than 300 percent of the percent change in the CPI

If a Mobile Home Park Owner wishes to implement a rent increase greater than 300 percent of the percent change in the CPI, the park owner must: 1) provide notice to affected homeowners with documentation supporting the level of the increase desired; 2) set an informational meeting with the homeowners within 10 days of the proposed rent increase; and 3) set up a mediation meeting which shall take place within 20 days of the proposed rent increase (and at least 10 days' notice is required). The rent increase is automatically subject to arbitration (Sec. 9.24.070(D).

- Rent increase less than 300 percent of the percent change in the CPI, but greater than the maximum allowable rent adjustment

If a Mobile Home Park Owner wishes to implement a rent increase more than the permitted annual increase and less than 300 percent of the percent change in the CPI, they are required to 1) provide notice to affected homeowners with documentation supporting the level of the increase desired; 2) schedule an information meeting within

10 days of the notice of the proposed rent increase; and 3) set up a mediation meeting to be held within 20 days from service of the notice of the proposed rent increase or notice from the Administrator that mediation is required (and at least 10 days notice is required).

If discussions do not resolve the dispute, a petition for rent review signed by at least 51 percent of the affected homeowners shall require an Arbitrator to be appointed by the Administrator within 15 business days and a date set for arbitration no sooner than 10 working days nor later than 30 working days after the Arbitrator is assigned.

FISCAL IMPACT
As written, the proposed ordinance requires the City to absorb administrative, mediation and arbitration costs until at least 50% of the homeowners opt into the ordinance.

RECOMMENDED ACTION
Conduct second reading of the ordinance, adopt by title only and waive further reading.

ATTACHMENTS
Attachment A - Mobile Home Rent Stabilization Ordinance - 2nd Reading CLEAN
Attachment B - Mobile Home Rent Stabilization Ordinance - 2nd Reading WITH TRACK CHANGES
Attachment C - 11-13 Changes to RSO

CITY OF ST. HELENA

ORDINANCE NO. ______

ADDING CHAPTER 9.24 TO THE ST. HELENA MUNICIPAL CODE TO ESTABLISH A MOBILE HOME RENT STABILIZATION PROGRAM WITHIN THE CITY OF ST. HELENA

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

SECTION 1. Chapter 9.24 Added. Chapter 9.24 of the St. Helena Municipal Code is hereby added, to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. CEQA. The City Council hereby finds that the action to adopt this Ordinance to add Chapter 9.24 and the implementation of this Chapter are exempt from the provisions of the California Environmental Quality Act under section 15061(b)(3) in that the City Council finds there is no possibility that the implementation of this Article may have significant effects on the environment.

SECTION 3. General Plan Consistency. The City Council finds this ordinance is consistent with the St. Helena General Plan.

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

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

SECTION 6. Ordinance Applicability. The City Council finds and intends that this ordinance shall apply to disputes and matters currently active as of the effective date of the ordinance.

SECTION 7. Effective Date. This ordinance shall take effect and be in force (thirty) 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 13th day of November 2018, and was adopted at a regular meeting of the St. Helena City Council on the ___ day of _____, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Alan Galbraith, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Black, City Clerk

I, CINDY TZAFOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 13th day of November, 2018. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ___ day of ________, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Cindy Tzafopoulos, City Clerk

APPROVED AS TO FORM:

____
Thomas B. Brown, City Attorney

SF #4828-9471-1907 v6

EXHIBIT A

Chapter 9.24

Mobile Home Park Rent Stabilization Ordinance

9.24.010 Purpose and Findings.

A. The purpose of this Chapter is to stabilize Mobile Home Space rents by preventing excessive and unreasonable rent increases, and to assure that Mobile Home Park Owners receive a fair and reasonable return on their investment.

B. The City Council finds and declares the following:

1. Mobile homes provide an important alternative form of housing; and

2. Based on the most recent available data, within St. Helena City limits there is one mobile home park with a total of 214 spaces, and approximately 208 of those spaces are occupied, thus resulting in a vacancy rate of just 2.8 percent; and

3. St. Helena's Housing Element Update for 2015-2017 acknowledged that mobile homes constitute an important component of the City's affordable stock; and

5. Market conditions suggest that the high demand for mobile home spaces is likely to persist; and

6. The City of St. Helena currently does not regulate rental amounts or rent increases on mobile homeowners to ensure that that rents remain affordable; and

7. Residents of mobile home parks, unlike apartment tenants or residents of other rental properties, are in a unique position in that they have made a substantial investment in a residence for which space is rented or leased; and

8. The removal or relocation of a mobile home from a park space is generally accomplished at substantial cost depending on how far away the new location is situated; and

9. The removal or relocation of a mobile home may cause extensive damage to the mobile home; and

10. The potential for rents to increase within mobile home parks within the City could cause hardship to a substantial number of mobile homeowners and residents of the parks, many of who are elderly, on fixed incomes, or are persons of low and moderate income; and

11. On multiple occasions, members of the community have expressed concerns to the City Council regarding the potential for rising rents citywide, including mobile home rents,

and their potential to leave St. Helena residents vulnerable to displacement from the community; and

12. On November 14, 2017, the City Council adopted Three Year Goals and 12-Month Strategic Objectives to accomplish those goals, and one objective included an evaluation of a mobile home rent stabilization ordinance to preserve mobile home parks as an affordable housing option; and

13. On June 26, 2018, the City Council received the Housing White Paper, which identified the problem of rising housing costs and a critical shortage of housing in St. Helena, and included a recommendation for establishing rent stabilization regulations; and

14. On July 24, 2018, at a regular meeting of the City Council, the issue of mobile home rent stabilization was placed on the agenda, and the City Council formally deliberated the issue for the first time, and directed staff to conduct a community workshop on a mobile home rent stabilization ordinance to solicit additional public input; and

15. On August 30, 2018, the City Council held a special meeting where further discussion and public input occurred regarding mobile home rent stabilization and the possible adoption of a mobile home rent stabilization ordinance; and

16. On October 9, 2018, at a regular meeting of the City Council, the Council provided direction on key policy considerations for a mobile home rent stabilization ordinance; and

17. Commencing on October 9, 2018, it was highly foreseeable that mobile home rent regulations were under consideration by the City of St. Helena, thus making it reasonable to conclude that Mobile Home Park Owners would increase rents to the levels they otherwise would not have in anticipation of imminent regulation; and

18. The foregoing conditions create a detrimental effect on substantial numbers of mobile homeowners and residents, and thus constitute a threat to the public health, safety, and welfare; and

19. It is necessary to protect mobile homeowners and residents of mobile home parks from unreasonable rent increases and at the same time recognize the rights of mobile home park owners to receive a reasonable return on their investments.

9.24.020 Definitions.

A. "Administrator" shall refer to the Administrator of the City's Mobile Home Space Rent Stabilization Program. The Administrator shall be the Planning and Community Improvement Director, or such other City employee as the City Manager may, in the Manager's discretion, appoint to serve as Administrator.

B. “Affected Homeowners” shall mean those Mobile Homeowners who are subject to a Rent Increase. For purposes of providing notice of any Rent Increase and copies pursuant to this Chapter and calculating the number of Affected Homeowners in support of a rent arbitration petition, each Mobile Home Space subject to a Rent Increase shall be deemed to have only one Affected Homeowner. Reference to “All Affected Homeowners” shall mean one Homeowner from each Mobile Home Space subject to the proposed Rent Increase.

C. “Arbitrator” shall refer to a person who:

1. Is neither a Homeowner nor has an interest in a Mobile Home Park of a nature that would require disqualification under the provisions of the Political Reform Act if the person were an elected State official; and

2. The Administrator determines that the Arbitrator meets one of the following criteria:

a. Completion of a Juris Doctor or equivalent degree from a school of law and completion of a formal course of training in arbitration, which, in the sole judgment of the Administrator, provides that person with the knowledge and skills to conduct a space rent dispute arbitration in a professional and successful manner; or

b. Completion of at least three arbitration proceedings for a Superior Court or other public entity that involved issues the Administrator finds similar to those raised in space rent dispute arbitrations; or

c. Prior service as a Superior Court pro tempore judge.

D. “Arms-Length Transaction” shall refer to a transaction negotiated by unrelated parties, each acting in his or her own self-interest, which serves as a basis for a fair return determination in this Chapter.

E. “Base Rent” shall mean the authorized Rent calculated pursuant to the provisions of Section 9.24.040, plus any Rent Increase allowed under this Chapter, unless it is expressly excluded from Base Rent, plus any adjustment attributable to vacancy decontrol as provided in Section 9.24.050.

F. “Capital Improvements” shall mean those new improvements, replacements, upgrades, or remodeling, which directly and primarily benefit and serve Mobile Home Park Homeowners by materially adding to the value of the property and appreciably prolonging its useful life or adapting it to new uses, consisting of more than ordinary maintenance and/or repairs, and which may be amortized over the useful remaining life of the improvement to the property. Capital Improvement costs shall include all costs reasonably and necessarily related to the planning, engineering, and construction of the improvement or replacement and shall include debt service costs, if any, incurred as a direct result of the Capital Improvement or replacement.

G. “Comparable Space” shall refer to a Mobile Home Space that is suitable for comparison, taking into account such characteristics as the location and size of the space, as well as available views.

H. “Consumer Price Index” or “CPI” shall mean the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose region, or any successor designation of that index that may be adopted by the U.S. Bureau of Labor Statistics as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics.

I. “Gross Income” shall have the meaning set forth in Section 9.24.130.

J. “Homeowner” shall mean an existing Mobile Homeowner.

K. “Homeowner Representative” shall mean a designated homeowner association (HOA) or its designee who shall have the authority to represent the interest of, negotiate on behalf of, and bind the Homeowners.

L. “Housing Service” shall mean a service or facility provided by the Mobile Home Park Owner related to the use or occupancy of a Mobile Home Space, which is neither a Capital Improvement nor a Substantial Rehabilitation. “Housing Service” includes, but is not limited to, repairs (including street repairs), replacement, maintenance, landscaping, painting, lighting, heat, water, utilities, laundry facilities, refuse removal, recreational and meeting facilities, parking, security service, and employee services.

M. “Mediator” shall mean a person who:

1. Is neither a Homeowner nor has an interest in a Mobile Home Park of a nature that would require disqualification under the provisions of the Political Reform Act if the person were an elected State official; and

2. The Administrator determines that the Mediator meets one of the following criteria:

a. Is a member of the American Arbitration Association or JAMS, and has specific experience in mediating real estate matters; or

b. Completion of a Juris Doctor or equivalent degree from a school of law and completion of a formal course of training in mediation or arbitration which, in the judgment of the Administrator, provides that person with the knowledge and skills to conduct a space rent dispute mediation in a professional and successful manner; or

c. Completion of at least three mediation proceedings for a Superior Court or other public entity that involved issues the Administrator finds similar to those raised in space rent dispute mediations; or

d. Prior service as a Superior Court pro tempore judge.

N. “Mobile home” shall mean structure designed for human habitation and for being moved on a street under permit pursuant to California Vehicle Code section 35790. “Mobile home” includes a manufactured home, as defined in California Health and Safety Code section 18007, and a mobile home, as defined in California Health and Safety Code section 18008.

O. “Mobile Homeowner” shall mean a person who has a tenancy in a Mobile Home Park under a rental agreement that is not otherwise exempt from regulation under this Chapter pursuant to California Civil Code sections 798.17 or 798.45.

P. “Mobile Home Park” shall refer to any area of land within the City where two or more Mobile Home Spaces are rented, or held out for rent, to accommodate mobile homes used for human habitation.

Q. “Mobile Home Park Owner” shall mean any park owner, lessor, or sublessor of a Mobile Home Park in the City who receives or is entitled to receive Rent for the use or occupancy of any Mobile Home Space thereof and who reports to the Internal Revenue Service any income received or loss of income resulting from such ownership or claims any expenses, credits, or deductions because of such ownership, and the representative, agent, or successor of such park owner, lessor, or sublessor.

R. “Mobile Home Space” shall mean any site within a Mobile Home Park located in the City intended, designed, or used for the location or accommodation of a mobile home. “Mobile Home Space” includes any accessory structures or appurtenances attached to the mobile home or used in conjunction therewith. “Mobile Home Space” does not include: 1) sites rented together and concurrently with a Mobile Home provided by the Mobile Home Park Owner; and 2) “New Construction” as defined by California Civil Code section 798.45.

S. “Net Operating Income” shall have the meaning set forth in Section 9.24.120.

T. “Operating Expenses” shall have the meaning set forth in Section 9.24.140.

U. “Park Owner Representative” shall mean a Mobile Home Park Owner or designated representative who shall have the authority to represent the interest of, negotiate on behalf of, and bind park owner parties.

V. “Percent Change in Consumer Price Index” shall mean the annual percent change in the Consumer Price Index, calculated to the nearest tenth, published for the month of February, or the closest preceding month for which an index is published in the event that an index for the month of February is not released.

W. “Prospective Homeowner” shall refer to a person who is not currently a Homeowner in a Mobile Home Park but is a prospective homeowner who desires the use of a Mobile Home Space as defined in this Chapter and has approached the Mobile Home Park Owner as such.

X. “Rent” shall refer to the total consideration, including any bonus, benefit, or gratuity, demanded or received by a Mobile Home Park Owner for or in connection with the use occupancy of a Mobile Home dwelling unit.

Y. “Rent Increase” shall mean any additional Rent demanded of, or paid by, a Homeowner for Mobile Home Space. “Rent Increase” includes any reduction in Housing Services without a corresponding reduction in the amount demanded or paid for Rent.

Z. “Rent Stabilization Administration Fee” shall refer to the fee established from time to time by resolution of the City Council in accordance with the provisions of Section 9.24.190.

AA. “Substantial Rehabilitation” shall mean that work done by a Mobile Home Park Owner to a Mobile Home Space or to the common areas of the Mobile Home Park, exclusive of Capital Improvements, which as a value in excess of $200.00, and is performed either to secure compliance with any State or local law, or to repair damage result from fire, earthquake, or other casualty or natural disaster, to the extent such work is not reimbursed by insurance or other benefits. Costs of substantial rehabilitation include all costs reasonably and necessarily related to the planning, engineering, and construction of the work. Such costs shall also include debt service costs incurred as a direct result of the substantial rehabilitation work, if any.

9.24.030 Applicability.

A. The provisions of this Chapter shall apply to every Mobile Home Park within the City, except that the provisions of this Chapter shall not apply to Mobile Home Spaces which are subject to a written rental agreement that is for more than 12-month duration pursuant to Civil Code section 798.17. The provisions of this Chapter shall also not apply to a newly constructed space initially held out for rent per Civil Code section 798.45.

B. The exceptions provided in this Section 9.24.030(A) shall be effective only until the expiration or other termination of the rental agreement subject to the exception, whereupon all provisions of this Chapter shall immediately be applicable to the Mobile Home Space, unless the rental agreement meets the criteria of Civil Code section 798.17.

C. Forty-eight hours prior to any rental agreement or lease in excess of 12 months being executed by a Homeowner or Prospective Homeowner, the Mobile Home Park Owner shall:

1. Offer any Homeowner or Prospective Homeowner the option of a rental agreement or lease for a term of 12 months or less which will permit such person to receive the benefits of the Mobile Home Space Rent Stabilization Program;

2. Provide the Homeowner or Prospective Homeowner a copy of the City Information Sheet, which provides information about the Mobile Home Park Rent Stabilization Ordinance and includes the Administrator’s contact information;

3. Inform the Homeowner or Prospective Homeowner in writing that consultation by the Mobile Home Park’s Homeowner Representative is available upon request;

4. Inform the Homeowner or Prospective Homeowner orally and in writing that if the Homeowner or Prospective Homeowner signs a lease or rental agreement with a term in excess of 12 months, and complies with Civil Code Section 798.17, then the lease or rental agreement is not subject to the terms and protections of this Chapter. The written notification shall include a copy of Civil Code section 798.27 and state the following language:

> UNDER ST. HELENA MUNICIPAL CODE SECTION 9.24.030, YOU ARE LEGALLY ENTITLED TO A RENTAL AGREEMENT FOR A TERM OF 12 MONTHS OR LESS OR A MONTH-TO-MONTH TENANCY. IF THE TERM OF THE LEASE IS MORE THAN 12 MONTHS IN DURATION, AND THAT LEASE MEETS THE REQUIREMENTS OF CIVIL CODE SECTION 798.17, YOU WILL NOT BE COVERED BY ST. HELENA'S RENT STABILIZATION ORDINANCE.

5. At the time the rental agreement is first offered to the Homeowner or Prospective Homeowner, the Mobile Home Park Owner shall provide written notice to the Homeowner or Prospective Homeowner of the Homeowner's or Prospective Homeowner's right to (1) have at least 30 days to inspect the rental agreement, and (2) void the rental agreement by notifying the Mobile Home Park Owner in writing within 72 hours of the acceptance of a rental agreement. The failure of the Mobile Home Park Owner to provide this written notice shall make the rental agreement voidable at the Homeowner's or Prospective Homeowner's option. The receipt of any written notice provided pursuant to this subsection shall be acknowledged in writing by the Homeowner or Prospective Homeowner.

D. A Mobile Home Park Owner's efforts to circumvent the requirements of this Section 9.24.030 shall be unlawful, as well as an unfair business practice subject to enforcement under California Business and Professions Code Section 17200. A lease or rental agreement in excess of 12 months, executed by a Homeowner or Prospective Homeowner, shall not be exempt from this Chapter unless it complies with each and every requirement of Civil Code Section 798.17.

9.24.040 Base Rent.

A. Initial Calculation.

1. Except as provided herein, a Mobile Home Park Owner shall not demand, accept, or retain Rent for a Mobile Home Space exceeding the Rent in effect for that space on October 9, 2018. In the event that a Mobile Home Space was not occupied on October 9, 2018, the Base Rent for that Mobile Home Space shall be the highest Mobile Home Space Rent charged by the Mobile Home Park Owner for a Comparable Space in the Mobile Home Park on October 9, 2018, plus any Rent Increases allowed thereafter pursuant to this Chapter unless otherwise provided.

2. If a Mobile Home Space is exempted from the provisions of this Chapter because it is the subject of a rental agreement pursuant to California Civil Code Section 798.17, and that agreement expires and is not renewed, then the Base Rent, until the next annual adjustment pursuant to this Chapter, shall be the highest Mobile Home Space Rent charged by the Mobile

Home Park Owner for a Comparable Space in the Mobile Home Park on October 9, 2018, plus any Rent Increases allowed thereafter pursuant to this Chapter unless otherwise provided.

3. It shall be presumed that the Base Rent yields a fair return.

B. A Mobile Home Park Owner may seek an adjustment to the initial Base Rent if it can be clearly established that circumstances exist which require an adjustment to assure that the Mobile Home Park Owner is receiving a fair return.

1. In seeking an adjustment to the initial Base Rent under this section, the procedures set forth in Sections 9.24.080 and 9.24.090 shall apply.

2. The guidelines for determining an adjustment to the initial Base Rent are set forth in Section 9.24.150.

9.24.050 Vacancy Control – Establishment of a New Base Rent.

A. A Mobile Home Park Owner is prohibited from increasing the Rent for a Mobile Home Space upon the closure of an in-place sale, transfer, or other conveyance of a mobile home on a site to a Prospective Homeowner or Homeowner.

B. A Mobile Home Park Owner shall be permitted to charge a new Base Rent for a Mobile Home Space whenever a lawful vacancy occurs, and this amount shall be considered the new Base Rent for a Mobile Home Space. For purposes of this Chapter, "lawful space vacancy" shall mean:

1. A vacancy occurring because of the termination of the tenancy of a Mobile Home Homeowner in accordance with California Civil Code sections 798.56 through 798.58;

2. A vacancy of the Mobile Home Space arising from the voluntary removal of a mobile home from the Mobile Home Space by the Mobile Homeowner. A removal of the mobile home from the Mobile Home Space for the purpose of performing rehabilitation or Capital Improvements to the space or for the purpose of upgrading the mobile home shall not constitute a voluntary removal of the mobile home; or

3. A vacancy occurring because of the abandonment of a Mobile Home pursuant to California Civil Code section 798.61.

C. Any alleged violation of this Section 9.24.050 shall be subject to automatic arbitration pursuant to Section 9.24.090(F).

9.24.060 Anniversary Date.

The anniversary date for all Rent Increases in the Mobile Home Park Owner's park shall be established by City Council resolution at a public hearing. Rent Increases, if any, except as specified below, shall be enacted only on the anniversary date of a Mobile Home Park. The

Mobile Home Park Owner shall post the anniversary date in the park office or areas where it can easily be seen by Homeowners.

9.24.070 Rent Increase Limitations.

A. As of the effective date of this Chapter, no Rent Increases may be implemented within 12 months of the effective date of the preceding Rent Increase unless otherwise authorized under this Chapter. The permissible annual increase shall be the lesser of:

1. One hundred (100) percent of the Percent Change in the Consumer Price Index; or

2. Three percent of the Base Rent.

B. A Mobile Home Park Owner shall not implement any additional Rent Increase within a 12-month period above the authorized amount pursuant to 9.24.070(A), unless the Mobile Home Park Owner can clearly establish that the Rent Increase is necessary to cover costs of operation, maintenance, Capital Improvements, or Substantial Rehabilitation that were not reasonably foreseeable at the time notice of the preceding Rent Increase was given. If a Mobile Home Park Owner seeks a Rent Increase pursuant to this Subsection 9.24.070(B), the procedures set forth in Sections 9.24.080 and 9.24.090 shall apply.

C. In the event that a Mobile Home Park Owner wishes to implement a Rent Increase on the anniversary date or within a 12-month period more than the amount permitted in subsection (A) of this Section 9.24.070 and less than 300 percent of the Percent Change in the Consumer Price Index, the procedures set forth in Section 9.24.080 and 9.24.090 shall apply.

D. In the event that a Mobile Home Park Owner wishes to implement a Rent Increase for any Mobile Home Space on the anniversary date or within a 12-month period in an amount equal to or more than 300 percent of the Percent Change in the Consumer Price Index, the procedures set forth in Section 9.24.080 and 9.24.090 shall be followed except that the petition requirements of Section 9.24.090(C)-(D) shall not apply because an arbitration shall automatically be required to show good cause why such an increase is necessary.

E. The Arbitrator may reduce the proposed Rent Increases pursuant to subsections (B), (C) or (D) of this Section 9.24.070 to a figure determined upon the evidence submitted by the Mobile Home Park Owner or the Park Owner Representative to be a fair return.

F. Any notice of a Rent Increase implemented by a Mobile Home Park Owner pursuant to this Section 9.24.070 shall be provided in writing to Affected Homeowners at least 90 days before any Rent Increase is to take effect.

9.24.080 Information Required From Mobile Home Park Owner.

A. Within 30 days after the effective date of this Chapter and upon the re-renting of each Mobile Home Space thereafter, the Mobile Home Park Owner shall supply each Affected Homeowner or Prospective Homeowner with a copy of the City Information Sheet, which provides information about the Mobile Home Park Rent Stabilization Ordinance and includes the Administrator's contact information.

B. Whenever the Mobile Home Park Owner serves a notice of a proposed Rent Increase, except a notice of proposed Rent Increase implemented pursuant to Section 9.24.070(A), the Mobile Home Park Owner shall at the same time and in the same manner serve the Affected Homeowner or Prospective Homeowner with a written notice that sets forth all of the following information:

1. The amount of the Rent Increase both in dollars and as a percentage of existing Rent and documentation supporting the level of increase desired, including, but not limited to: a summary of the unavoidable increases in maintenance and Operating Expenses; a statement of the cost, nature, amortization, and allocation among Mobile Home Spaces of any Substantial Rehabilitation or Capital Improvement; a summary of the increased cost of the Mobile Home Park Owner's debt service and the date and nature of the sale or refinancing transaction; a summary of the Mobile Home Park Owner's Net Operating Income of the preceding 24 months and other relevant information that supports the level of Rent Increase desired;

2. A current listing of all other Affected Homeowners and the spaces which they rent may be requested through the Homeowner Representative;

3. The address and telephone number of the Administrator and statement that the Homeowner is encouraged to contact the Administrator for an explanation of the provisions of this Chapter;

4. A copy of the petition form prepared and provided by the Administrator which initiates the process of rent review established by this Chapter;

5. If applicable, notification that the proposed Rent Increase exceeds 300 percent of the change in the Consumer Price Index, and that arbitration is automatically required by the provisions of Section 9.24.070(D) without any need to file an arbitration petition. Such notices shall bear the following language in capital letters: "ARBITRATION OF THE PROPOSED INCREASE IS AUTOMATICALLY REQUIRED IN THIS MATTER BY OPERATION OF LAW." Erroneous use of this notice shall be regarded as an irrevocable stipulation to submit to arbitration;

6. Time and place for a mandatory informational meeting with the Homeowners to be held on the Mobile Home Park premises. The informational meeting shall be held within 10 days from the service of the notice of proposed Rent Increase.

7. The Mobile Home Park Owner shall, at the same time, file with the Administrator two copies of the notice and summary of expenses required in Section 9.24.080(B)(1), along with two copies of all relevant financial records, bills or documents which substantiate the level of increase proposed. This financial information shall be verified in writing by an auditor or certified public accountant or certified in writing as true and correct under penalty of perjury by

the Mobile Home Park Owner. This information will be made available at City Hall for inspection and copying by the Affected Homeowners.

D. A Mobile Home Park Owner's failure to provide any information, documents, or notices required by this Section 9.24.080 shall not be entitled to collect any Rent Increase that might otherwise be awarded by an Arbitrator. Such failure by the Mobile Home Park Owner shall be a defense in any action brought by the Mobile Home Park Owner to recover possession of a Mobile Home Space or to collect any Rent Increase from the Homeowner.

E. An Affected Homeowner who is given notice of a Rent Increase is entitled to file a petition for rent review as provided in Section 9.24.090 regardless of whether the Mobile Home Park Owner has failed to provide the Affected Homeowner with all the information, documents and notices required by this Chapter.

9.24.090 Rent Dispute Resolution Process.

A. A Homeowner may contact the Administrator for an explanation of the provisions of this Chapter.

B. If a Rent Increase is proposed pursuant to Section 9.24.070(B)-(D), then after service of the Rent Increase notice and the production of the accompanying information required by Section 9.24.080, the Mobile Home Park Owner shall set a time and place for an informational meeting with the Homeowners and a mediation meeting to be held on the Mobile Home Park premises. The informational meeting shall be held within 10 days from the service of the notice of proposed Rent Increase. The mediation meeting shall be held within 20 days from the service of the notice of proposed Rent Increase or notice from the Administrator that mediation is required pursuant to this Section 9.24.090. The Mobile Home Park Owner shall give Affected Homeowners and the Administrator at least 10 days' advance written notice of this meeting. The Mobile Home Park Owner and the Affected Homeowners shall serve any additional documents to be presented at the mediation on the other party and the Administrator at least five days before the meeting.

The purpose of this mediation meeting shall be to allow and encourage the parties to mediate any differences they may have concerning the proposed Rent Increase. At the meeting, the Mobile Home Park Owner or Park Owner Representative shall be available to meet with Affected Homeowners or Homeowner Representative to explain the reasons for the proposed Rent Increase. If the parties agree to a specific Rent Increase, the Mediator shall prepare a mediation agreement setting forth the terms of the agreement between the Mobile Home Park Owner and the Affected Homeowners. The mediation agreement shall be executed by the parties and a copy of the agreement shall be filed with the Administrator.

C. Petition Procedures.

1. If discussions between the Mobile Home Park Owner and Affected Homeowners, either informally or pursuant to subsection (B) of this Section 9.24.090, do not resolve the dispute, the Homeowners or Homeowner Representative may file with the Administrator a

petition for rent review with a copy of the notice of Rent Increase within 30 days after receipt of the Rent Increase notice.

2. The Administrator shall not accept a petition for rent review unless it has been signed by at least 51 percent of All Affected Homeowners.

3. As soon as possible after a petition has been filed with respect to Mobile Home Spaces that are within a Mobile Home Park, the Administrator shall, to the extent possible, consistent with the time limitations provided herein, consolidate petitions involving similarly situated Affected Homeowners.

4. Upon the filing of a petition, the Rent Increase shall not be implemented until and to the extent it is awarded by an Arbitrator or until the petition is abandoned by the Affected Homeowners or the Homeowner Representative. "Abandoned" as used herein shall mean a failure to actively pursue the necessary steps to prepare the Homeowners' case for the arbitration. An automatic arbitration based upon a 300 percent Consumer Price Index increase shall not require active Homeowner participation and shall not be considered abandoned due to lack of Homeowner participation.

D. Contents of Petition.

1. The petition for rent review shall: a) set forth the total number of affected Mobile Home Spaces in the Mobile Home Park; b) identify the name of the Homeowners who occupy each space; and 3) state the date upon which the notice of the Rent Increase was received by the Homeowner.

2. After obtaining the required signatures of Affected Homeowners, the Homeowners shall deliver the petition or mail it by certified mail to the Administrator at the following address: City of St. Helena, 1480 Main Street, St. Helena, California 94574. No petition shall be accepted unless it is accompanied by the requisite number of signatures and is received in the office of the Administrator within the 30-day period set forth in subsection (C) of this Section 9.24.090. The Administrator shall provide a copy of the completed petition to the Mobile Home Park Owner and the Arbitrator.

E. After the Administrator has accepted a petition for rent review, the Administrator shall remit to the Mobile Home Park Owner and petitioning Homeowners or the Homeowner Representative an information questionnaire in such form as the Administrator may prescribe. The completed information questionnaire must be returned to the Administrator at least five business days prior to the date scheduled for hearing of the petition by the Arbitrator. The Administrator shall provide copies of the completed information questionnaire to the Arbitrator, the Mobile Home Park Owner, and the Affected Homeowners or the Homeowner Representative.

F. Upon receipt of a petition, or in the event of an automatic arbitration pursuant to Section 9.24.070(D), or upon an Affected Homeowner's claim of a vacancy control rent increase violation pursuant to Section 9.24.050, the Administrator shall, within 15 business days, assign an Arbitrator. The Administrator shall set a date for the arbitration hearing no sooner than 10 working days nor later than 30 working days after the Arbitrator is assigned. The Mobile Home Park Owner and All Affected Homeowners shall be notified immediately in writing by the Administrator of the date, time, and place of the hearing either in person or by ordinary mail.

Any additional documents to be presented at the hearing by either the park owner or the Affected Homeowners, other than those previously submitted pursuant to Section 9.24.080(C) or subsection (B) of this Section 9.24.090, shall be served on the other party, the Administrator, and the Arbitrator at least 10 working days before the hearing by mail or in-person delivery. All financial documents submitted shall be verified in writing by an auditor or certified public accountant, or certified in writing as true and correct under penalty of perjury by the Mobile Home Park Owner.

G. Arbitration Hearing.

1. The Mobile Home Park Owner and any Affected Homeowners may appear at the hearing and offer oral and documentary evidence. Both the Mobile Home Park Owner and Homeowners may designate a representative or representatives to appear for them at the hearing. The Arbitrator may grant or order one continuance to each party not to exceed 10 business days from the date of the hearing. A further continuance may be granted if stipulated to by all the parties. The burden of proving that the amount of Rent Increase is reasonable shall be on the Mobile Home Park Owner by a preponderance of the evidence. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and manner of producing evidence shall be those rules set forth in California Government Code Section 11513 for the conduct of hearings under the Administrative Procedure Act. These rules may be relaxed at the discretion of the Arbitrator in the interests of justice.

2. Any party may have electronic recording equipment or a court reporter present to record and prepare a transcript of the hearing before the Arbitrator. Such equipment or reporter shall be provided at that party's own expense.

3. Any jurisdictional or procedural dispute regarding the process set forth herein may be decided by the Arbitrator.

4. The Arbitrator shall, within 14 days of the conclusion of the hearing, submit by mail a written statement of decision and the reasons for the decision to the Administrator. The Administrator shall mail copies of the decision to the Mobile Home Park Owner and Affected Homeowners.

5. The decision of the Arbitrator, rendered in accordance with this Section 9.24.090, shall be final and binding upon the Mobile Home Park Owner and Affected Homeowners. The decision of the Arbitrator will be subject to the provisions of California Code of Civil Procedure Section 1094.5.

H. It is the intent of the Council to have a final decision rendered within 90 days of the initial notice of the Rent Increase. The Administrator or the Arbitrator may, however, modify the time periods set forth herein at his or her discretion to promote the purposes of this Chapter.

9.24.100 Subpoena Power.

Subpoenas, including subpoenas duces tecum, requiring a person to attend at a particular time and place to testify as a witness, may be issued in connection with any dispute pending before an Arbitrator. Subpoenas shall be issued at the request of the Administrator, an Arbitrator, the Homeowners, or the Mobile Home Park Owners. Subpoenas shall be issued and attested by the City Attorney. A subpoena duces tecum shall be issued only upon the filing with the City Attorney of an affidavit showing good cause for the production of the matters or things desired to be produced, setting forth in full detail the materiality thereof to the issues involved in the proceedings, and stating that the witness has the desired matters or things in his or her possession or under his or her control. A copy of such affidavit shall be served with the subpoena. Any subpoena or subpoena duces tecum issued pursuant to the provisions of this Chapter may be served in person or by certified mail, before the hearing for which attendance is sought. Any subpoena or subpoena duces tecum issued pursuant to the provisions of this Chapter shall be deemed issued by and in the name of the Council.

9.24.110 Standards of Review.

A. The Arbitrator shall determine whether Rent Increases proposed or imposed by the Mobile Home Park Owner are reasonable based upon the circumstances and all the provisions of this Chapter. The Arbitrator shall take into consideration that the purpose of this Chapter is to permit Mobile Home Park Owners a just and reasonable return, while protecting Homeowners from unnecessary or unreasonable Rent Increases.

B. The Arbitrator shall not allow more than one Rent Increase per Mobile Home Space per 12-month period, unless a Mobile Home Park Owner can clearly establish that the Rent Increase is necessary to cover costs of operation, maintenance, Capital Improvements, and/or Substantial Rehabilitation not reasonably foreseeable at the time notice of the preceding Rent Increase was given.

C. Maintenance of Net Operating Income.

1. It shall be presumed that the base year Net Operating Income adjusted by 75 percent of the increase or decrease in the CPI since the base year yields a fair return. Mobile Home Park Owners shall be entitled to maintain and increase their Net Operating Income in accordance with this Section 9.24.110. The Arbitrator shall make a determination of whether the Mobile Home Park Owner's Net Operating Income yields a fair return under this standard.

2. The formula for calculating the fair NOI return shall be as follows:

Fair NOI = Base Year NOI × (1 + .75) % change in CPI

3. Except as provided in Section 9.24.150, it shall be presumed that the Net Operating Income produced by the Mobile Home Park during the base year provided a fair return.

4. Calendar year 2017 shall be established as the base year for purposes of determining whether a Mobile Home Park Owner's Net Operating Income provides a fair return. If a satisfactory base year is, in the Arbitrator's opinion, not otherwise available, such as where a Mobile Home Park Owner did not own the subject property in the base year and/or the 2017 Operating Expenses are not available, the Arbitrator may take any relevant evidence into account to construct a base year.

5. The base year CPI shall be the CPI level in June 2017.

6. The percentage change in the CPI shall be calculated by using the CPI as of the month prior to the noticed increase.

7. The comparison NOI year shall be the most recent calendar or fiscal year, unless another period is found by the Arbitrator to be more appropriate.

D. A park owner may seek a Rent Increase based on the cost of a completed new Capital Improvement, as defined in Section 9.24.020(F), together with a reasonable return upon the Capital Improvement investment, only if the Mobile Home Park Owner has:

1. Established by written verification or other competent evidence to the satisfaction of the Arbitrator that the costs of the new Capital Improvement are factually correct as claimed;

2. Cost factored and amortized the costs of the Capital Improvement over the good faith estimate of the remaining life of the improvement, but in no event for a period of less than 60 months; and

3. Allocated the increase among Affected Homeowners on a per space basis and separately itemized such increase on the Rent bill. Such increases shall not be considered included in the Base Rent for purposes of the annual permissible Rent Increases pursuant to Section 9.24.070(A).

E. Mitigating Factors. In evaluating a Rent Increase, the Arbitrator shall also consider the following factors in addition to any other factors the Arbitrator deems relevant in order to determine whether there are any circumstances that may justify a reduction in a proposed Rent Increase:

1. In the event the Mobile Home Park Owner reduces or eliminates any Housing Services, a proportionate share of the cost savings due to such reduction or elimination shall be passed on in the form of a decrease in existing Rent or a decrease in the amount of a Rent Increase otherwise proposed or permitted by this Chapter.

2. The physical condition of the Mobile Home Space or Park of which it is a part, including the quantity and quality of maintenance and repairs performed during the preceding 12 months.

F. Notwithstanding any other provision to the contrary, no provision of this Chapter shall be applied to prohibit the granting of a Rent Increase that is demonstrated to be necessary to provide a Mobile Home Park Owner with a fair and reasonable return.

9.24.120 Net Operating Income.

In evaluating a Rent Increase imposed by a Mobile Home Park Owner to maintain the Mobile Home Park Owner's Net Operating Income, "Net Operating Income" (NOI) shall mean the Gross Income as defined in Section 9.24.130 of the Mobile Home Park less the Operating Expenses as defined in Section 9.24.140.

9.24.130 Gross Income.

For purposes of calculating the Net Operating Income pursuant to Section 9.24.120, "Gross Income" shall mean the sum of the following:

A. Gross Mobile Home Space rents, computed as gross space rental income at 100 percent occupancy; plus

B. Other income generated as a result of the operation of the Mobile Home Park, including, but not limited to, fees for services actually rendered; plus

C. Revenue received by a Mobile Home Park Owner from the sale of water, sewer, refuse collection, gas, and electricity to Homeowners where such utilities or services are billed individually to the Homeowners by the Mobile Home Park Owner. Such revenue shall equal the total cost of the utilities or services to the Homeowners minus the amount paid by the Mobile Home Park Owner for such utilities or services to the utility or service provider; minus

D. Uncollected Mobile Home Space Rents due to vacancy and bad debts to the extent that the same are beyond a Mobile Home Park Owner's control. Uncollected Mobile Home Space Rents in excess of three percent of gross Mobile Home Space Rents shall be presumed to be unreasonable unless established otherwise and shall not be included in computing Gross Income. If uncollected Mobile Home Space Rents must be estimated, then the average of the preceding three years' experience shall be used.

9.24.140 Operating Expenses.

A. For purposes of calculating Net Operating Income pursuant to Section 9.24.120, "Operating Expenses" may include:

1. Real property taxes and assessments.

2. Utility costs to the extent that they represent costs to the Mobile Home Park Owner which are not passed through to Homeowners of the Mobile Home Park.

3. Management expenses (including the compensation of administrative personnel, including the value of any Mobile Home Space offered as part of compensation for such services), reasonable and necessary advertising to ensure occupancy, legal and accounting services as permitted herein, and other managerial expenses. Management expenses are presumed to be not more than five percent of Gross Income, unless established otherwise.

4. In addition to the management expenses listed above, if the Mobile Home Park Owner performs managerial or maintenance services which are uncompensated, the Mobile Home Park Owner may include the reasonable value of such services or Operating Expenses. Mobile Home Park Owner-performed labor shall be limited to five percent of Gross Income unless the Arbitrator finds that such a limitation would be substantially unfair in a given case. A Mobile Home Park Owner must devote substantially all of the Mobile Home Park Owner's time, that is, at least 40 hours per week, to performing such managerial or maintenance services in order to warrant the full five percent credit as an Operating Expense. No credit for such services shall be authorized unless a Mobile Home Park Owner documents the hours utilized in performing such services and the nature of the services provided.

5. Normal repair and maintenance expenses for the grounds and common facilities, including but not limited to landscaping, cleaning, and repair of equipment and facilities.

6. Operating supplies such as janitorial supplies, gardening supplies, and stationery.

7. Insurance premiums prorated over the life of the policy.

8. Other taxes, fees, and permits, except as provided in Section 9.24.190.

9. Reserves for replacement of long-term improvements or facilities, provided that accumulated reserves shall not exceed five percent of Gross Income.

10. A Mobile Home Park Owner may include the cost of necessary Capital Improvement or Substantial Rehabilitation expenditures which would exceed existing reserves for replacement. A necessary Capital Improvement shall be an improvement required to maintain the common facilities and areas of the Mobile Home Park in a decent, safe, and sanitary condition or to maintain the existing level of Mobile Home Park amenities and services. In the event that the necessary Capital Improvement or Substantial Rehabilitation expenditure is necessitated as the result of an accident, disaster, or other event for which the Mobile Home Park Owner received insurance or other benefits, only those costs otherwise allowable and exceeding such benefits may be calculated as Operating Expenses.

Expenditures for necessary Capital Improvements to upgrade existing facilities, together with a reasonable return upon the Capital Improvement investment made by the Mobile Home Park Owner, shall be an allowable Operating Expense only if the park owner has:

a. Informed the Affected Homeowners prior to initiating construction or implementation of the Capital Improvement regarding the nature, purpose and estimated cost of the improvement; and

b. Established by written verification or other competent evidence to the satisfaction of the Arbitrator that the costs of Capital Improvement provided to the Homeowners for their general use are factually correct as claimed; and

c. Cost factored and amortized the costs of the improvement over the good faith estimate of the remaining life of the improvement, but in no event for a period of less than 60 months; and

d. Allocated the increase among Affected Homeowners on a per space basis and separately itemized such increase on the Rent bill. Such increases shall not be considered included in the Base Rent for purposes of the annual permissible Rent Increases pursuant to Section 9.24.070(A).

11. Increases in interest payments which result from one of the following situations or the equivalent thereof:

a. Refinancing of the outstanding principal owed for the acquisition of a park where such refinancing is mandated by the terms of a financing transaction entered into prior to October 9, 2018, for instance, termination of a loan with a balloon payment; or

b. Increased interest costs incurred as a result of a variable interest rate loan used to finance the acquisition of the park and entered into prior to October 9, 2018.

c. In the event that the Mobile Home Park is financed as part of a multi-asset portfolio, the allowable increase in interest costs shall be limited to the amount reasonably attributable to the Mobile Home Park or Mobile Home Parks located in the City, based on the percentage of total asset value or such allocation established in loan documents.

d. In refinancing, increased interest shall be permitted to be considered as an Operating Expense only where the Mobile Home Park Owner can show that the terms of the refinancing were reasonable and consistent with prudent business practices under the circumstances.

B. “Operating Expenses” shall not include the following:

1. Debt service expenses, except as provided in subsection (A)(11) of this Section 9.24.140;

2. Depreciation;

3. Any expense for which the Mobile Home Park Owner is reimbursed; or

4. Attorneys' fees and costs (except printing costs and documentation as required by Section 9.24.080) incurred in proceedings before an Arbitrator or in connection with legal proceedings challenging the decision of an Arbitrator or the validity or applicability of this Chapter.

C. Whenever a particular expense exceeds the normal industry or other comparable standard, the Mobile Home Park Owner shall bear the burden of proving the reasonableness of the expense. To the extent that the Arbitrator finds any such expense to be unreasonable, the Arbitrator shall adjust the expense to reflect the normal industry or other comparable standard.

9.24.150 Special Base Year NOI/Base Rent Adjustments.

A. Mobile Home Park Owners may obtain a one-time special adjustment to the base year NOI and/or Base Rent dates if the Mobile Home Park Owner rebuts the presumption that the base year NOI and/or Base Rent date yielded a fair return. The Arbitrator shall not make such a determination unless the Arbitrator has first made at least one of the following findings:

1. That the Mobile Home Park Owner's Operating Expenses in the base year were unusually high or low in comparison to the three years prior to the base year. The average expenses for this period shall be presumed to reflect reasonable average annual expenses and the average of such expenses shall be used to calculate and adjust the base year NOI.

In determining whether the park owner's Operating Expenses were unusually high or low, the Arbitrator shall consider whether:

a. The park owner made substantial Capital Improvements during the base year, which were not reflected in the Rent levels on the Base Rent date.

b. Substantial repairs were made due to uninsured damage caused by fire, natural disaster or vandalism.

c. Maintenance and repair were below accepted standards so as to cause significant deterioration in the quality of Housing Services.

d. Other expenses were unreasonably high or low notwithstanding the following of prudent business practice.

2. That the Rent was disproportionate due to one of the enumerated factors below:

a. The Rent on the base date was exceptionally high or low due to the fact that the Rent was not established in an Arms-Length Transaction.

b. The Rent on the Base Rent date was substantially higher or lower than at other times of the year by reason of premiums being charged or rebates given for reasons unique to particular spaces.

B. If the circumstances specified in subsection (A)(2) of this Section 9.24.150 are demonstrated, the Base Rent date shall be adjusted to reflect the Rent that would have been received if the Base Rent date had been set under general market conditions. In making this adjustment, the Arbitrator shall utilize the median rent in effect on the Base Rent date, or a good faith estimate of such median rent, for Comparable Spaces within the Mobile Home Park or, if necessary, other comparable parks. Comparability shall be judged based on the location of the park, services, amenities provided, and other relevant factors.

9.24.160 Obligations of the Parties.

A. After the Mobile Home Park Owner's proposed effective date of a noticed Rent Increase, if the Arbitrator finds that the proposed increase or any portion thereof that was previously inoperative is justified, All Affected Homeowners shall pay the amount found justified to the Mobile Home Park within 30 days after the decision is made.

B. If the Arbitrator finds that an increase or any portion thereof is not justified, the Mobile Home Park Owner shall refund any amount found to be unjustified, but that had been paid, to All Affected Homeowners within 90 days of the Arbitrator's decision. In the event that the tenancy of an Affected Homeowner is terminated for any reason prior to receipt of a refund, the balance of the credit due the Homeowner shall be paid by the Mobile Home Park Owner within 30 days from the date of the termination of the tenancy.

C. Any sum of money that under the provisions of this Section 9.24.160 is the obligation of the Mobile Home Park Owner or Homeowner to pay, as the case may be, shall constitute a debt and, subject to the foregoing provisions of this section, may be collected in any manner provided by law for the collection of debts.

9.24.170 Homeowner's Right of Refusal.

An Affected Homeowner may refuse to pay any increase in Rent which is in violation of this Chapter, provided a petition has been filed and either no final decision has been reached by an Arbitrator or the increase has been determined to violate the provisions of this Chapter. Such right of refusal to pay shall be a defense in any action brought to recover possession of a Mobile Home Space or to collect the Rent Increase.

9.24.180 Retaliatory Acts – Homeowner's Right to Organize.

No Mobile Home Park Owner may retaliate against a Homeowner, Homeowner Representative, or Prospective Homeowner for the assertion or exercise of rights under this Chapter in any manner. This includes, but is not limited to, threatening to bring or bringing an action to recover possession of a Mobile Home Space, engaging in any form of harassment that causes a Homeowner to quit the premises, dissuading a Prospective Homeowner from freely exercising the Homeowner's legal option to choose a tenancy of a shorter term, decreasing Housing Services, increasing the Mobile Home Space Rent, or imposing or increasing a security deposit or any other charge payable by a Homeowner.

9.24.190 Fees.

A. The costs of administration of this Chapter, including the costs of mediation and arbitration, shall be borne by the City. The City shall be reimbursed by the imposition of a Rent Stabilization Administration Fee ("Fee") chargeable against each Mobile Home Space in the City subject to this Ordinance upon the finding that at least fifty (50) percent of leases within the City are not exempt pursuant to Section 9.24.200 of this Chapter.

B. The Administrator shall recommend to the City from time to time the amount of the Fee and the Council shall adopt such Fee by resolution at a public hearing. A reporting of expenditures and staff time spent on administration of this Chapter shall be conducted during review of this Ordinance pursuant to Section 9.24.250.

C. Within sixty (60) days of the adoption of this Ordinance, regardless of whether at least fifty (50) percent of leases are not exempteach Mobile Home Park Owner in the City shall register with the City. The Mobile Home Park Owner shall provide the name and address of the Mobile Home Park Owner, the current rent roll for all spaces which shall identify: 1) the length of the lease term for each space; 2) the expiration of the lease term for each space; 3) current rents and other fees or charges that are received by the Mobile Home Park Owner itemized per Mobile Home Space; 4) the number of Mobile Home Spaces, including both occupied and unoccupied spaces, contained in that Mobile Home Park Owner's Mobile Home Park; and 5) The Mobile Home Park Owner's determination of Comparable Spaces in the Mobile Home Park. The provision of the information required by this Section 9.24.190(C) must also be made immediately upon change of ownership of the Mobile Home Park, or an increase or a decrease in the number of spaces available at a Mobile Home Park Owner's Mobile Home Park.

D. On or before July 31st of each and every fiscal year, each Mobile Home Park Owner shall pay to the City the Fee then in effect for each Mobile Home Space in the Mobile Home Park Owner's Mobile Home Park, except for those spaces subject to a rental agreement in full compliance with the requirements of California Civil Code Section 798.17(a) and (b), and except as provided in this Section 9.24.190(A).

E. Allocation of the Fee.

1. A Mobile Home Park Owner may allocate 50 percent of the Fee imposed on a Mobile Home Space to the Homeowners in accordance with the provisions set forth in this Section 9.24.190. This allocation shall be passed on, if at all, no later than the next park anniversary date or within 12 months from the date of payment to the City. The remaining 50 percent of the Fee imposed on a Mobile Home Space shall not be passed on in any way to Homeowners.

2. The Mobile Home Park Owner shall post in a common area for a period of 90 days for All Affected Homeowners to read, documentation supporting the allowable amount to be collected in order for the Mobile Home Park Owner to recover 50 percent of the Fee. At a minimum, such documentation shall include:

a. Billing notices or other equivalent documents from the City imposing Fee;

b. A copy of this Section;

c. The calculations used by the park owner to apportion the cost of the allowable percentage among the Affected Homeowners;

d. The address and telephone number of the Administrator; and

e. Notice to the Affected Homeowners that Homeowners are encouraged to contact the Administrator for an explanation of the provisions of this Chapter.

3. The Fee allocation shall not be considered part of the Base Rent upon which future Rent Increases can be based.

4. The Fee allocation shall be separately listed on any monthly or other periodic billing statement to the Homeowner.

F. A service fee equal to one and one-half percent per month will be charged on Mobile Home Park Owners who make late payments of Fees required under this Chapter. The service fee may not be passed on to Homeowners.

9.24.200 Exemption from Fees.

A. A Mobile Home Park Owner who is eligible for a space fee exemption pursuant to Civil Code Section 798.17 or any other provision of this Chapter, shall provide the Administrator with the following documentation, as appropriate:

1. A listing of long-term executed lease space numbers and spaces used other than for residency;

2. For a newly constructed space, proof that the space was constructed and initially held out for rent after January 1, 1990; and

3. A statement of the basis for the exemption.

B. The Administrator's decision as to an exemption shall be final.

9.24.210 Nonwaivable Obligations.

Any provision, whether oral or written, in or pertaining to a rental agreement whereby any provision of this Chapter is waived or modified, is against public policy and void, except with respect to any rental agreement complying with all of the terms and conditions set forth in California Civil Code Section 798.17.

9.24.220 Remedies And Waiver of Rights.

A. In addition to those penalties and remedies set forth in this Chapter, no Mobile Home Park Owner shall demand, accept, receive, or retain any Rent in excess of the amounts allowed under this Chapter. In the event that a Mobile Home Park Owner demands, accepts, receives, or retains any payment in excess of the amounts allowed under this Chapter, the Homeowner may file a civil suit against the Mobile Home Park Owner. A Mobile Home Park Owner who demands, accepts, receives, or retains any payment of Rent in excess of the amounts allowed under this Chapter shall be liable to the Homeowner in the amount by which the payment or payments have exceeded the allowable Rent. In such a case, the Rent shall be adjusted to reflect the lawful Rent pursuant to this Chapter.

B. A Mobile Home Park Owner who willfully demands, accepts, or retains any payment of Rent in violation of the provisions of this Chapter shall be liable in a civil action to the person from whom payment is demanded, accepted or retained for damages in the sum of three times the amount by which payment or payments demanded, accepted or retained exceed the maximum Rent which could lawfully be demanded, accepted or retained. A prevailing Homeowner in a civil action brought to enforce this Chapter shall be awarded reasonable attorneys' fees and costs as determined by the court. No administrative remedy need be exhausted prior to filing suit pursuant to this Section 9.24.220.

C. The remedies available in this Chapter are not exclusive and may be used cumulatively with any other remedies available in this Chapter or at law.

D. Waiver of Rights.

1. Any waiver or purported waiver by a Homeowner of rights granted under this Chapter prior to the time when said rights may be exercised shall be void as contrary to public policy, except as provided in this Section 9.24.220.

2. It shall be unlawful for a Mobile Home Park Owner to require or attempt to require, as a condition of tenancy in a Mobile Home Park, a Homeowner, or Prospective Homeowner, to waive, in a lease or rental agreement, the rights granted to a Homeowner by this Chapter.

3. It shall be unlawful for a Mobile Home Park Owner to deny or threaten to deny a tenancy in a Mobile Home Park to any person on account of such person's refusal to enter into a lease or rental agreement or any other agreement under which such person would waive the rights granted to a tenant by this Chapter.

4. Nothing in this Section 9.24.220 shall preclude a Mobile Home Owner or tenant, or Prospective Homeowner, from entering into a lease or rental agreement; provided, that such lease or rental agreement is not procured by a requirement that it be entered into as a condition of tenancy in the Mobile Home Park, and is not procured under a threat of denial of tenancy in the Mobile Home Park.

E. If a Homeowner fails to bring an action to enforce this Chapter within a reasonable time after the date of the violation, the City Council may bring such an action or settle the claim on the Homeowner's behalf. If the City Council brings such an action, the Homeowner shall be provided the right to opt in or out of the action. In the case of an opt-in, the Homeowner on whose behalf the City Council acted is barred from bringing a separate action against the Landlord in regard to the same violation, and the City shall be entitled to recuperate the costs it incurred from any monetary recovery from the Mobile Home Park Owner, with the remainder to go to the Homeowner against whom the violation has been committed. In the case of an opt-out, the Homeowner shall retain all rights relating to his or her right to private action. The City Council may take other such enforcement action as necessary to ensure compliance with this Chapter.

9.24.230 Rights of Affected Parties Reserved.

A. This Chapter shall not be construed to limit or curtail any other action or proceeding which may be pursued by an Affected Homeowner or Mobile Home Park Owner before any court or other body having jurisdiction thereof.

B. Defense to Action for Recovery of Possession.

1. A Mobile Home Park Owner's failure to comply with any of the provisions of this Chapter or any regulations promulgated hereunder shall serve as a complete affirmative defense in any action brought to recover possession of a Mobile Home Space.

2. A Homeowner's refusal to pay Rent in excess of the amount allowed under this Chapter shall be a complete affirmative defense in any action brought to: a) recover possession of a Mobile Home Space for nonpayment of Rent; or b) collect Rent in excess of the amount allowed under this Chapter.

9.24.240 Extension of Time Limits.

By written agreement of the parties, upon application to the Administrator, or for good cause shown to the Mediator or Arbitrator, the timeframes provided for under this Chapter may be extended.

9.24.250 Regulations and Review By the City Council.

A. The City Council may issue rules and regulations as necessary to further the purpose of this Chapter. If any portion of this Chapter is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by law, the City Council shall have the authority to enact replacement regulations consistent with the intent and purpose of the invalidated or unenforceable provisions of this Chapter to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to the matters addressed in this Chapter.

B. The Council shall review the effectiveness of this Chapter every two years from the effective date to determine whether a full-scale review of the Ordinance is necessary. Notice of the time and place of the Council's review shall be published at least 10 days prior to the review date in a newspaper of general circulation in the City.

CITY OF ST. HELENA

ORDINANCE NO. ______

ADDING CHAPTER 9.24 TO THE ST. HELENA MUNICIPAL CODE TO ESTABLISH A MOBILE HOME RENT STABILIZATION PROGRAM WITHIN THE CITY OF ST. HELENA

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

SECTION 1. Chapter 9.24 Added. Chapter 9.24 of the St. Helena Municipal Code is hereby added, to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. CEQA. The City Council hereby finds that the action to adopt this Ordinance to add Chapter 9.24 and the implementation of this Chapter are exempt from the provisions of the California Environmental Quality Act under section 15061(b)(3) in that the City Council finds there is no possibility that the implementation of this Article may have significant effects on the environment.

SECTION 3. General Plan Consistency. The City Council finds this ordinance is consistent with the St. Helena General Plan.

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

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

SECTION 6. Ordinance Applicability. The City Council finds and intends that this ordinance shall apply to disputes and matters currently active as of the effective date of the ordinance.

SECTION 7. Effective Date. This ordinance shall take effect and be in force (thirty) 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 13th— day of November———— 2018, and was adopted at a regular meeting of the St. Helena City Council on the ___ day of _____, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Alan Galbraith, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Black, City Clerk

I, CINDY TZAFOPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 13th—— day of November————, 2018. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ___ day of ________, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Cindy Tzafopoulos, City Clerk

APPROVED AS TO FORM:

____
Thomas B. Brown, City Attorney

SF #4828-9471-1907 v6

EXHIBIT A

Chapter 9.24

Mobile Home Park Rent Stabilization Ordinance

9.24.010 Purpose and Findings.

A. The purpose of this Chapter is to stabilize Mobile Home Space rents by preventing excessive and unreasonable rent increases, and to assure that Mobile Home Park Owners receive a fair and reasonable return on their investment.

B. The City Council finds and declares the following:

1. Mobile homes provide an important alternative form of housing; and

2. Based on the most recent available data, within St. Helena City limits there is one mobile home park with a total of 214 spaces, and approximately 208 of those spaces are occupied, thus resulting in a vacancy rate of just 2.8 percent; and

3. St. Helena's Housing Element Update for 2015-2017 acknowledged that mobile homes constitute an important component of the City's affordable stock; and

5. Market conditions suggest that the high demand for mobile home spaces is likely to persist; and

6. The City of St. Helena currently does not regulate rental amounts or rent increases on mobile homeowners to ensure that that rents remain affordable; and

7. Residents of mobile home parks, unlike apartment tenants or residents of other rental properties, are in a unique position in that they have made a substantial investment in a residence for which space is rented or leased; and

8. The removal or relocation of a mobile home from a park space is generally accomplished at substantial cost depending on how far away the new location is situated; and

9. The removal or relocation of a mobile home may cause extensive damage to the mobile home; and

10. The potential for rents to increase within mobile home parks within the City could cause hardship to a substantial number of mobile homeowners and residents of the parks, many of who are elderly, on fixed incomes, or are persons of low and moderate income; and

11. On multiple occasions, members of the community have expressed concerns to the City Council regarding the potential for rising rents citywide, including mobile home rents,

and their potential to leave St. Helena residents vulnerable to displacement from the community; and

12. On November 14, 2017, the City Council adopted Three Year Goals and 12-Month Strategic Objectives to accomplish those goals, and one objective included an evaluation of a mobile home rent stabilization ordinance to preserve mobile home parks as an affordable housing option; and

13. On June 26, 2018, the City Council received the Housing White Paper, which identified the problem of rising housing costs and a critical shortage of housing in St. Helena, and included a recommendation for establishing rent stabilization regulations; and

14. On July 24, 2018, at a regular meeting of the City Council, the issue of mobile home rent stabilization was placed on the agenda, and the City Council formally deliberated the issue for the first time, and directed staff to conduct a community workshop on a mobile home rent stabilization ordinance to solicit additional public input; and

15. On August 30, 2018, the City Council held a special meeting where further discussion and public input occurred regarding mobile home rent stabilization and the possible adoption of a mobile home rent stabilization ordinance; and

16. On October 9, 2018, at a regular meeting of the City Council, the Council provided direction on key policy considerations for a mobile home rent stabilization ordinance; and

17. Commencing on October 9, 2018, it was highly foreseeable that mobile home rent regulations were under consideration by the City of St. Helena, thus making it reasonable to conclude that Mobile Home Park Owners would increase rents to the levels they otherwise would not have in anticipation of imminent regulation; and

18. The foregoing conditions create a detrimental effect on substantial numbers of mobile homeowners and residents, and thus constitute a threat to the public health, safety, and welfare; and

19. It is necessary to protect mobile homeowners and residents of mobile home parks from unreasonable rent increases and at the same time recognize the rights of mobile home park owners to receive a reasonable return on their investments.

9.24.020 Definitions.

A. "Administrator" shall refer to the Administrator of the City's Mobile Home Space Rent Stabilization Program. The Administrator shall be the Planning and Community Improvement Director, or such other City employee as the City Manager may, in the Manager's discretion, appoint to serve as Administrator.

B. “Affected Homeowners” shall mean those Mobile Homeowners who are subject to a Rent Increase. For purposes of providing notice of any Rent Increase and copies pursuant to this Chapter and calculating the number of Affected Homeowners in support of a rent arbitration petition, each Mobile Home Space subject to a Rent Increase shall be deemed to have only one Affected Homeowner. Reference to “All Affected Homeowners” shall mean one Homeowner from each Mobile Home Space subject to the proposed Rent Increase.

C. “Arbitrator” shall refer to a person who:

1. Is neither a Homeowner nor has an interest in a Mobile Home Park of a nature that would require disqualification under the provisions of the Political Reform Act if the person were an elected State official; and

2. The Administrator determines that the Arbitrator meets one of the following criteria:

a. Completion of a Juris Doctor or equivalent degree from a school of law and completion of a formal course of training in arbitration, which, in the sole judgment of the Administrator, provides that person with the knowledge and skills to conduct a space rent dispute arbitration in a professional and successful manner; or

b. Completion of at least three arbitration proceedings for a Superior Court or other public entity that involved issues the Administrator finds similar to those raised in space rent dispute arbitrations; or

c. Prior service as a Superior Court pro tempore judge.

D. “Arms-Length Transaction” shall refer to a transaction negotiated by unrelated parties, each acting in his or her own self-interest, which serves as a basis for a fair return determination in this Chapter.

E. “Base Rent” shall mean the authorized Rent calculated pursuant to the provisions of Section 9.24.040, plus any Rent Increase allowed under this Chapter, unless it is expressly excluded from Base Rent, plus any adjustment attributable to vacancy decontrol as provided in Section 9.24.050.

F. “Capital Improvements” shall mean those new improvements, ~~or~~ replacements, upgrades, or remodeling, which directly and primarily benefit and serve Mobile Home Park Homeowners by materially adding to the value of the property and appreciably prolonging its useful life or adapting it to new uses, consisting of more than ordinary maintenance and/or repairs, and which may be amortized over the useful remaining life of the improvement to the property. Capital Improvement costs shall include all costs reasonably and necessarily related to the planning, engineering, and construction of the improvement or replacement and shall include debt service costs, if any, incurred as a direct result of the Capital Improvement or replacement.

G. “Comparable Space” shall refer to a Mobile Home Space that is suitable for comparison, taking into account such characteristics as the location and size of the space, as well as available views.

H. “Consumer Price Index” or “CPI” shall mean the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose region, or any successor designation of that index that may be adopted by the U.S. Bureau of Labor Statistics as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics.

I. “Gross Income” shall have the meaning set forth in Section 9.24.130.

J. “Homeowner” shall mean an existing Mobile Homeowner.

K. “Homeowner Representative” shall mean a designated homeowner association (HOA) or its designee who shall have the authority to represent the interest of, negotiate on behalf of, and bind the Homeowners.

L. “Housing Service” shall mean a service or facility provided by the Mobile Home Park Owner related to the use or occupancy of a Mobile Home Space, which is neither a Capital Improvement nor a Substantial Rehabilitation. “Housing Service” includes, but is not limited to, repairs (including street repairs), replacement, maintenance, landscaping, painting, lighting, heat, water, utilities, laundry facilities, refuse removal, recreational and meeting facilities, parking, security service, and employee services.

M. “Mediator” shall mean a person who:

1. Is neither a Homeowner nor has an interest in a Mobile Home Park of a nature that would require disqualification under the provisions of the Political Reform Act if the person were an elected State official; and

2. The Administrator determines that the Mediator meets one of the following criteria:

a. Is a member of the American Arbitration Association or JAMS, and has specific experience in mediating real estate matters; or

b. Completion of a Juris Doctor or equivalent degree from a school of law and completion of a formal course of training in mediation or arbitration which, in the judgment of the Administrator, provides that person with the knowledge and skills to conduct a space rent dispute mediation in a professional and successful manner; or

c. Completion of at least three mediation proceedings for a Superior Court or other public entity that involved issues the Administrator finds similar to those raised in space rent dispute mediations; or

d. Prior service as a Superior Court pro tempore judge.

N. “Mobile home” shall mean structure designed for human habitation and for being moved on a street under permit pursuant to California Vehicle Code section 35790. “Mobile home” includes a manufactured home, as defined in California Health and Safety Code section 18007, and a mobile home, as defined in California Health and Safety Code section 18008.

O. “Mobile Homeowner” shall mean a person who has a tenancy in a Mobile Home Park under a rental agreement that is not otherwise exempt from regulation under this Chapter pursuant to California Civil Code sections 798.17 or 798.45.

P. “Mobile Home Park” shall refer to any area of land within the City where two or more Mobile Home Spaces are rented, or held out for rent, to accommodate mobile homes used for human habitation.

Q. “Mobile Home Park Owner” shall mean any park owner, lessor, or sublessor of a Mobile Home Park in the City who receives or is entitled to receive Rent for the use or occupancy of any Mobile Home Space thereof and who reports to the Internal Revenue Service any income received or loss of income resulting from such ownership or claims any expenses, credits, or deductions because of such ownership, and the representative, agent, or successor of such park owner, lessor, or sublessor.

R. “Mobile Home Space” shall mean any site within a Mobile Home Park located in the City intended, designed, or used for the location or accommodation of a mobile home. “Mobile Home Space” includes any accessory structures or appurtenances attached to the mobile home or used in conjunction therewith. “Mobile Home Space” does not include: 1) sites rented together and concurrently with a Mobile Home provided by the Mobile Home Park Owner; and 2) “New Construction” as defined by California Civil Code section 798.45.

S. “Net Operating Income” shall have the meaning set forth in Section 9.24.120.

T. “Operating Expenses” shall have the meaning set forth in Section 9.24.140.

U. “Park Owner Representative” shall mean a Mobile Home Park Owner or designated representative who shall have the authority to represent the interest of, negotiate on behalf of, and bind park owner parties.

V. “Percent Change in Consumer Price Index” shall mean the annual percent change in the Consumer Price Index, calculated to the nearest tenth, published for the month of February, or the closest preceding month for which an index is published in the event that an index for the month of February is not released.

W. “Prospective Homeowner” shall refer to a person who is not currently a Homeowner in a Mobile Home Park but is a prospective homeowner who desires the use of a Mobile Home Space as defined in this Chapter and has approached the Mobile Home Park Owner as such.

X. “Rent” shall refer to the total consideration, including any bonus, benefit, or gratuity, demanded or received by a Mobile Home Park Owner for or in connection with the use occupancy of a Mobile Home dwelling unit.

Y. “Rent Increase” shall mean any additional Rent demanded of, or paid by, a Homeowner for Mobile Home Space. “Rent Increase” includes any reduction in Housing Services without a corresponding reduction in the amount demanded or paid for Rent.

Z. “Rent Stabilization Administration Fee” shall refer to the fee established from time to time by resolution of the City Council in accordance with the provisions of Section 9.24.190.

AA. “Substantial Rehabilitation” shall mean that work done by a Mobile Home Park Owner to a Mobile Home Space or to the common areas of the Mobile Home Park, exclusive of Capital Improvements, which as a value in excess of $200.00, and is performed either to secure compliance with any State or local law, or to repair damage result from fire, earthquake, or other casualty or natural disaster, to the extent such work is not reimbursed by insurance or other benefits. Costs of substantial rehabilitation include all costs reasonably and necessarily related to the planning, engineering, and construction of the work. Such costs shall also include debt service costs incurred as a direct result of the substantial rehabilitation work, if any.

9.24.030 Applicability.

A. The provisions of this Chapter shall apply to every Mobile Home Park within the City, except that the provisions of this Chapter shall not apply to Mobile Home Spaces which are subject to a written rental agreement that is for more than 12-month duration pursuant to Civil Code section 798.17. The provisions of this Chapter shall also not apply to a newly constructed space initially held out for rent per Civil Code section 798.45.

B. The exceptions provided in this Section 9.24.030(A) shall be effective only until the expiration or other termination of the rental agreement subject to the exception, whereupon all provisions of this Chapter shall immediately be applicable to the Mobile Home Space, unless the rental agreement meets the criteria of Civil Code section 798.17.

C. Forty-eight hours prior to any rental agreement or lease in excess of 12 months being executed by a Homeowner or Prospective Homeowner, the Mobile Home Park Owner shall:

1. Offer any Homeowner or Prospective Homeowner the option of a rental agreement or lease for a term of 12 months or less which will permit such person to receive the benefits of the Mobile Home Space Rent Stabilization Program;

2. Provide the Homeowner or Prospective Homeowner a copy of the City Information Sheet, which provides information about the Mobile Home Park Rent Stabilization Ordinance and includes the Administrator’s contact information;

3. Inform the Homeowner or Prospective Homeowner in writing that consultation by the Mobile Home Park’s Homeowner Representative is available upon request;

4. Inform the Homeowner or Prospective Homeowner orally and in writing that if the Homeowner or Prospective Homeowner signs a lease or rental agreement with a term in excess of 12 months, and complies with Civil Code Section 798.17, then the lease or rental agreement is not subject to the terms and protections of this Chapter. The written notification shall include a copy of Civil Code section 798.27 and state the following language:

> UNDER ST. HELENA MUNICIPAL CODE SECTION 9.24.030, YOU ARE LEGALLY ENTITLED TO A RENTAL AGREEMENT FOR A TERM OF 12 MONTHS OR LESS OR A MONTH-TO-MONTH TENANCY. IF THE TERM OF THE LEASE IS MORE THAN 12 MONTHS IN DURATION, AND THAT LEASE MEETS THE REQUIREMENTS OF CIVIL CODE SECTION 798.17, YOU WILL NOT BE COVERED BY ST. HELENA'S RENT STABILIZATION ORDINANCE.

5. At the time the rental agreement is first offered to the Homeowner or Prospective Homeowner, the Mobile Home Park Owner shall provide written notice to the Homeowner or Prospective Homeowner of the Homeowner's or Prospective Homeowner's right to (1) have at least 30 days to inspect the rental agreement, and (2) void the rental agreement by notifying the Mobile Home Park Owner in writing within 72 hours of the acceptance of a rental agreement. The failure of the Mobile Home Park Owner to provide this written notice shall make the rental agreement voidable at the Homeowner's or Prospective Homeowner's option. The receipt of any written notice provided pursuant to this subsection shall be acknowledged in writing by the Homeowner or Prospective Homeowner.

D. A Mobile Home Park Owner's efforts to circumvent the requirements of this Section 9.24.030 shall be unlawful, as well as an unfair business practice subject to enforcement under California Business and Professions Code Section 17200. A lease or rental agreement in excess of 12 months, executed by a Homeowner or Prospective Homeowner, shall not be exempt from this Chapter unless it complies with each and every requirement of Civil Code Section 798.17.

9.24.040 Base Rent.

A. Initial Calculation.

1. Except as provided herein, a Mobile Home Park Owner shall not demand, accept, or retain Rent for a Mobile Home Space exceeding the Rent in effect for that space on October 9, 2018. In the event that a Mobile Home Space was not occupied on October 9, 2018, the Base Rent for that Mobile Home Space shall be the highest Mobile Home Space Rent charged by the Mobile Home Park Owner for a Comparable Space in the Mobile Home Park on October 9, 2018, plus any Rent Increases allowed thereafter pursuant to this Chapter unless otherwise provided.

2. If a Mobile Home Space is exempted from the provisions of this Chapter because it is the subject of a rental agreement pursuant to California Civil Code Section 798.17, and that agreement expires and is not renewed, then the Base Rent, until the next annual adjustment pursuant to this Chapter, shall be the highest Mobile Home Space Rent charged by the Mobile

Home Park Owner for a Comparable Space in the Mobile Home Park on October 9, 2018, plus any Rent Increases allowed thereafter pursuant to this Chapter unless otherwise provided.

3. It shall be presumed that the Base Rent yields a fair return.

B. A Mobile Home Park Owner may seek an adjustment to the initial Base Rent if it can be clearly established that circumstances exist which require an adjustment to assure that the Mobile Home Park Owner is receiving a fair return.

1. In seeking an adjustment to the initial Base Rent under this section, the procedures set forth in Sections 9.24.080 and 9.24.090 shall apply.

2. The guidelines for determining an adjustment to the initial Base Rent are set forth in Section 9.24.150.

9.24.050 Vacancy Control – Establishment of a New Base Rent.

A. A Mobile Home Park Owner is prohibited from increasing the Rent for a Mobile Home Space upon the closure of an in-place sale, transfer, or other conveyance of a mobile home on a site to a Prospective Homeowner or Homeowner.

B. A Mobile Home Park Owner shall be permitted to ~~increase the Space Rent by up to three times the amount provided in Section 9.24.070(A)~~ charge a new Base Rent for a Mobile Home Space whenever a lawful vacancy occurs, and this amount shall be considered the new Base Rent for a Mobile Home Space. For purposes of this Chapter, "lawful space vacancy" shall mean:

1. A vacancy occurring because of the termination of the tenancy of a Mobile Home Homeowner in accordance with California Civil Code sections 798.56 through 798.58; ~~or~~

2. A vacancy of the Mobile Home Space arising from the voluntary removal of a mobile home from the Mobile Home Space by the Mobile Homeowner. A removal of the mobile home from the Mobile Home Space for the purpose of performing rehabilitation or Capital Improvements to the space or for the purpose of upgrading the mobile home shall not constitute a voluntary removal of the mobile home; ~~.~~ or

3. A vacancy occurring because of the abandonment of a Mobile Home pursuant to California Civil Code section 798.61.

C. Any alleged violation of this Section 9.24.050 shall be subject to automatic arbitration pursuant to Section 9.24.090(F).

9.24.060 Anniversary Date.

The anniversary date for all Rent Increases in the Mobile Home Park Owner's park shall be established by City Council resolution at a public hearing. Rent Increases, if any, except as specified below, shall be enacted only on the anniversary date of a Mobile Home Park. The

Mobile Home Park Owner shall post the anniversary date in the park office or areas where it can easily be seen by Homeowners.

9.24.070 Rent Increase Limitations.

A. As of the effective date of this Chapter, no Rent Increases may be implemented within 12 months of the effective date of the preceding Rent Increase unless otherwise authorized under this Chapter. The permissible annual increase shall be the lesser of:

1. ~~Seventy-five (75)~~ One hundred (100) percent of the Percent Change in the Consumer Price Index; or

2. Three percent of the Base Rent.

B. A Mobile Home Park Owner shall not implement any additional Rent Increase within a 12-month period above the authorized amount pursuant to 9.24.070(A), unless the Mobile Home Park Owner can clearly establish that the Rent Increase is necessary to cover costs of operation, maintenance, Capital Improvements, or Substantial Rehabilitation that were not reasonably foreseeable at the time notice of the preceding Rent Increase was given. If a Mobile Home Park Owner seeks a Rent Increase pursuant to this Subsection 9.24.070(B), the procedures set forth in Sections 9.24.080 and 9.24.090 shall apply.

C. In the event that a Mobile Home Park Owner wishes to implement a Rent Increase on the anniversary date or within a 12-month period more than the amount permitted in subsection (A) of this Section 9.24.070 and less than 300 percent of the Percent Change in the Consumer Price Index, the procedures set forth in Section 9.24.080 and 9.24.090 shall apply.

D. In the event that a Mobile Home Park Owner wishes to implement a Rent Increase for any Mobile Home Space on the anniversary date or within a 12-month period in an amount equal to or more than 300 percent of the Percent Change in the Consumer Price Index, the procedures set forth in Section 9.24.080 and 9.24.090 shall be followed except that the petition requirements of Section 9.24.090(C)-(D) shall not apply because an arbitration shall automatically be required to show good cause why such an increase is necessary.

E. The Arbitrator may reduce the proposed Rent Increases pursuant to subsections (B), (C) or (D) of this Section 9.24.070 to a figure determined upon the evidence submitted by the Mobile Home Park Owner or the Park Owner Representative to be a fair return.

F. Any notice of a Rent Increase implemented by a Mobile Home Park Owner pursuant to this Section 9.24.070 shall be provided in writing to Affected Homeowners at least 90 days before any Rent Increase is to take effect.

9.24.080 Information Required From Mobile Home Park Owner.

A. Within 30 days after the effective date of this Chapter and upon the re-renting of each Mobile Home Space thereafter, the Mobile Home Park Owner shall supply each Affected

Homeowner or Prospective Homeowner with a copy of the City Information Sheet, which provides information about the Mobile Home Park Rent Stabilization Ordinance and includes the Administrator's contact information.

B. Whenever the Mobile Home Park Owner serves a notice of a proposed Rent Increase, except a notice of proposed Rent Increase implemented pursuant to Section 9.24.070(A), the Mobile Home Park Owner shall at the same time and in the same manner serve the Affected Homeowner or Prospective Homeowner with a written notice that sets forth all of the following information:

1. The amount of the Rent Increase both in dollars and as a percentage of existing Rent and documentation supporting the level of increase desired, including, but not limited to: a summary of the unavoidable increases in maintenance and Operating Expenses; a statement of the cost, nature, amortization, and allocation among Mobile Home Spaces of any Substantial Rehabilitation or Capital Improvement; a summary of the increased cost of the Mobile Home Park Owner's debt service and the date and nature of the sale or refinancing transaction; a summary of the Mobile Home Park Owner's Net Operating Income of the preceding 24 months and other relevant information that supports the level of Rent Increase desired;

2. A current listing of all other Affected Homeowners and the spaces which they rent may be requested through the Homeowner Representative;

3. The address and telephone number of the Administrator and statement that the Homeowner is encouraged to contact the Administrator for an explanation of the provisions of this Chapter;

4. A copy of the petition form prepared and provided by the Administrator which initiates the process of rent review established by this Chapter;

5. If applicable, notification that the proposed Rent Increase exceeds 300 percent of the change in the Consumer Price Index, and that arbitration is automatically required by the provisions of Section 9.24.070(D) without any need to file an arbitration petition. Such notices shall bear the following language in capital letters: "ARBITRATION OF THE PROPOSED INCREASE IS AUTOMATICALLY REQUIRED IN THIS MATTER BY OPERATION OF LAW." Erroneous use of this notice shall be regarded as an irrevocable stipulation to submit to arbitration;

6. Time and place for a mandatory informational meeting with the Homeowners to be held on the Mobile Home Park premises. The informational meeting shall be held within 10 days from the service of the notice of proposed Rent Increase.

7. The Mobile Home Park Owner shall, at the same time, file with the Administrator two copies of the notice and summary of expenses required in Section 9.24.080(B)(1), along with two copies of all relevant financial records, bills or documents which substantiate the level of increase proposed. This financial information shall be verified in writing by an auditor or certified public accountant or certified in writing as true and correct under penalty of perjury by

the Mobile Home Park Owner. This information will be made available at City Hall for inspection and copying by the Affected Homeowners.

D. A Mobile Home Park Owner's failure to provide any information, documents, or notices required by this Section 9.24.080 shall not be entitled to collect any Rent Increase that might otherwise be awarded by an Arbitrator. Such failure by the Mobile Home Park Owner shall be a defense in any action brought by the Mobile Home Park Owner to recover possession of a Mobile Home Space or to collect any Rent Increase from the Homeowner.

E. An Affected Homeowner who is given notice of a Rent Increase is entitled to file a petition for rent review as provided in Section 9.24.090 regardless of whether the Mobile Home Park Owner has failed to provide the Affected Homeowner with all the information, documents and notices required by this Chapter.

9.24.090 Rent Dispute Resolution Process.

A. A Homeowner may contact the Administrator for an explanation of the provisions of this Chapter.

B. If a Rent Increase is proposed pursuant to Section 9.24.070(B)-(D), then after service of the Rent Increase notice and the production of the accompanying information required by Section 9.24.080, the Mobile Home Park Owner shall set a time and place for an informational meeting with the Homeowners and a mediation meeting to be held on the Mobile Home Park premises. The informational meeting shall be held within 10 days from the service of the notice of proposed Rent Increase. The mediation meeting shall be held within 20 days from the service of the notice of proposed Rent Increase or notice from the Administrator that mediation is required pursuant to this Section 9.24.090. The Mobile Home Park Owner shall give Affected Homeowners and the Administrator at least 10 days' advance written notice of this meeting. The Mobile Home Park Owner and the Affected Homeowners shall serve any additional documents to be presented at the mediation on the other party and the Administrator at least five days before the meeting.

The purpose of this mediation meeting shall be to allow and encourage the parties to mediate any differences they may have concerning the proposed Rent Increase. At the meeting, the Mobile Home Park Owner or Park Owner Representative shall be available to meet with Affected Homeowners or Homeowner Representative to explain the reasons for the proposed Rent Increase. If the parties agree to a specific Rent Increase, the Mediator shall prepare a mediation agreement setting forth the terms of the agreement between the Mobile Home Park Owner and the Affected Homeowners. The mediation agreement shall be executed by the parties and a copy of the agreement shall be filed with the Administrator.

C. Petition Procedures.

1. If discussions between the Mobile Home Park Owner and Affected Homeowners, either informally or pursuant to subsection (B) of this Section 9.24.090, do not resolve the dispute, the Homeowners or Homeowner Representative may file with the Administrator a

petition for rent review with a copy of the notice of Rent Increase within 30 days after receipt of the Rent Increase notice.

2. The Administrator shall not accept a petition for rent review unless it has been signed by at least 51 percent of All Affected Homeowners.

3. As soon as possible after a petition has been filed with respect to Mobile Home Spaces that are within a Mobile Home Park, the Administrator shall, to the extent possible, consistent with the time limitations provided herein, consolidate petitions involving similarly situated Affected Homeowners.

4. Upon the filing of a petition, the Rent Increase shall not be implemented until and to the extent it is awarded by an Arbitrator or until the petition is abandoned by the Affected Homeowners or the Homeowner Representative. “Abandoned” as used herein shall mean a failure to actively pursue the necessary steps to prepare the Homeowners’ case for the arbitration. An automatic arbitration based upon a 300 percent Consumer Price Index increase shall not require active Homeowner participation and shall not be considered abandoned due to lack of Homeowner participation.

D. Contents of Petition.

1. The petition for rent review shall: a) set forth the total number of affected Mobile Home Spaces in the Mobile Home Park; b) identify the name of the Homeowners who occupy each space; and 3) state the date upon which the notice of the Rent Increase was received by the Homeowner.

2. After obtaining the required signatures of Affected Homeowners, the Homeowners shall deliver the petition or mail it by certified mail to the Administrator at the following address: City of St. Helena, 1480 Main Street, St. Helena, California 94574. No petition shall be accepted unless it is accompanied by the requisite number of signatures and is received in the office of the Administrator within the 30-day period set forth in subsection (C) of this Section 9.24.090. The Administrator shall provide a copy of the completed petition to the Mobile Home Park Owner and the Arbitrator.

E. After the Administrator has accepted a petition for rent review, the Administrator shall remit to the Mobile Home Park Owner and petitioning Homeowners or the Homeowner Representative an information questionnaire in such form as the Administrator may prescribe. The completed information questionnaire must be returned to the Administrator at least five business days prior to the date scheduled for hearing of the petition by the Arbitrator. The Administrator shall provide copies of the completed information questionnaire to the Arbitrator, the Mobile Home Park Owner, and the Affected Homeowners or the Homeowner Representative.

F. Upon receipt of a petition, or in the event of an automatic arbitration pursuant to Section 9.24.070(D), or upon an Affected Homeowner’s claim of a vacancy control rent increase violation pursuant to Section 9.24.050, the Administrator shall, within 15 business days, assign an Arbitrator. The Administrator shall set a date for the arbitration hearing no sooner than 10 working days nor later than 30 working days after the Arbitrator is assigned. The Mobile Home Park Owner and All Affected Homeowners shall be notified immediately in writing by the Administrator of the date, time, and place of the hearing either in person or by ordinary mail.

Any additional documents to be presented at the hearing by either the park owner or the Affected Homeowners, other than those previously submitted pursuant to Section 9.24.080(C) or subsection (B) of this Section 9.24.090, shall be served on the other party, the Administrator, and the Arbitrator at least 10 working days before the hearing by mail or in-person delivery. All financial documents submitted shall be verified in writing by an auditor or certified public accountant, or certified in writing as true and correct under penalty of perjury by the Mobile Home Park Owner.

G. Arbitration Hearing.

1. The Mobile Home Park Owner and any Affected Homeowners may appear at the hearing and offer oral and documentary evidence. Both the Mobile Home Park Owner and Homeowners may designate a representative or representatives to appear for them at the hearing. The Arbitrator may grant or order one continuance to each party not to exceed 10 business days from the date of the hearing. A further continuance may be granted if stipulated to by all the parties. The burden of proving that the amount of Rent Increase is reasonable shall be on the Mobile Home Park Owner by a preponderance of the evidence. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and manner of producing evidence shall be those rules set forth in California Government Code Section 11513 for the conduct of hearings under the Administrative Procedure Act. These rules may be relaxed at the discretion of the Arbitrator in the interests of justice.

2. Any party may have electronic recording equipment or a court reporter present to record and prepare a transcript of the hearing before the Arbitrator. Such equipment or reporter shall be provided at that party’s own expense.

3. Any jurisdictional or procedural dispute regarding the process set forth herein may be decided by the Arbitrator.

4. The Arbitrator shall, within 14 days of the conclusion of the hearing, submit by mail a written statement of decision and the reasons for the decision to the Administrator. The Administrator shall mail copies of the decision to the Mobile Home Park Owner and Affected Homeowners.

5. The decision of the Arbitrator, rendered in accordance with this Section 9.24.090, shall be final and binding upon the Mobile Home Park Owner and Affected Homeowners. The decision of the Arbitrator will be subject to the provisions of California Code of Civil Procedure Section 1094.5.

H. It is the intent of the Council to have a final decision rendered within 90 days of the initial notice of the Rent Increase. The Administrator or the Arbitrator may, however, modify the time periods set forth herein at his or her discretion to promote the purposes of this Chapter.

9.24.100 Subpoena Power.

Subpoenas, including subpoenas duces tecum, requiring a person to attend at a particular time and place to testify as a witness, may be issued in connection with any dispute pending before an Arbitrator. Subpoenas shall be issued at the request of the Administrator, an Arbitrator, the Homeowners, or the Mobile Home Park Owners. Subpoenas shall be issued and attested by the City Attorney. A subpoena duces tecum shall be issued only upon the filing with the City Attorney of an affidavit showing good cause for the production of the matters or things desired to be produced, setting forth in full detail the materiality thereof to the issues involved in the proceedings, and stating that the witness has the desired matters or things in his or her possession or under his or her control. A copy of such affidavit shall be served with the subpoena. Any subpoena or subpoena duces tecum issued pursuant to the provisions of this Chapter may be served in person or by certified mail, before the hearing for which attendance is sought. Any subpoena or subpoena duces tecum issued pursuant to the provisions of this Chapter shall be deemed issued by and in the name of the Council.

9.24.110 Standards of Review.

A. The Arbitrator shall determine whether Rent Increases proposed or imposed by the Mobile Home Park Owner are reasonable based upon the circumstances and all the provisions of this Chapter. The Arbitrator shall take into consideration that the purpose of this Chapter is to permit Mobile Home Park Owners a just and reasonable return, while protecting Homeowners from unnecessary or unreasonable Rent Increases.

B. The Arbitrator shall not allow more than one Rent Increase per Mobile Home Space per 12-month period, unless a Mobile Home Park Owner can clearly establish that the Rent Increase is necessary to cover costs of operation, maintenance, Capital Improvements, and/or Substantial Rehabilitation not reasonably foreseeable at the time notice of the preceding Rent Increase was given.

C. Maintenance of Net Operating Income.

1. It shall be presumed that the base year Net Operating Income adjusted by 75 percent of the increase or decrease in the CPI since the base year yields a fair return. Mobile Home Park Owners shall be entitled to maintain and increase their Net Operating Income in accordance with this Section 9.24.110. The Arbitrator shall make a determination of whether the Mobile Home Park Owner's Net Operating Income yields a fair return under this standard.

2. The formula for calculating the fair NOI return shall be as follows:

Fair NOI = Base Year NOI × (1 + .75) % change in CPI

3. Except as provided in Section 9.24.150, it shall be presumed that the Net Operating Income produced by the Mobile Home Park during the base year provided a fair return.

4. Calendar year 2017 shall be established as the base year for purposes of determining whether a Mobile Home Park Owner's Net Operating Income provides a fair return. If a satisfactory base year is, in the Arbitrator's opinion, not otherwise available, such as where a Mobile Home Park Owner did not own the subject property in the base year and/or the 2017 Operating Expenses are not available, the Arbitrator may take any relevant evidence into account to construct a base year.

5. The base year CPI shall be the CPI level in June 2017.

6. The percentage change in the CPI shall be calculated by using the CPI as of the month prior to the noticed increase.

7. The comparison NOI year shall be the most recent calendar or fiscal year, unless another period is found by the Arbitrator to be more appropriate.

D. A park owner may seek a Rent Increase based on the cost of a completed new Capital Improvement, as defined in Section 9.24.020(F), together with a reasonable return upon the Capital Improvement investment, only if the Mobile Home Park Owner has:

1. Established by written verification or other competent evidence to the satisfaction of the Arbitrator that the costs of the new Capital Improvement are factually correct as claimed;

2. Cost factored and amortized the costs of the Capital Improvement over the good faith estimate of the remaining life of the improvement, but in no event for a period of less than 60 months; and

3. Allocated the increase among Affected Homeowners on a per space basis and separately itemized such increase on the Rent bill. Such increases shall not be considered included in the Base Rent for purposes of the annual permissible Rent Increases pursuant to Section 9.24.070(A).

E. Mitigating Factors. In evaluating a Rent Increase, the Arbitrator shall also consider the following factors in addition to any other factors the Arbitrator deems relevant in order to determine whether there are any circumstances that may justify a reduction in a proposed Rent Increase:

1. In the event the Mobile Home Park Owner reduces or eliminates any Housing Services, a proportionate share of the cost savings due to such reduction or elimination shall be passed on in the form of a decrease in existing Rent or a decrease in the amount of a Rent Increase otherwise proposed or permitted by this Chapter.

2. The physical condition of the Mobile Home Space or Park of which it is a part, including the quantity and quality of maintenance and repairs performed during the preceding 12 months.

F. Notwithstanding any other provision to the contrary, no provision of this Chapter shall be applied to prohibit the granting of a Rent Increase that is demonstrated to be necessary to provide a Mobile Home Park Owner with a fair and reasonable return.

9.24.120 Net Operating Income.

In evaluating a Rent Increase imposed by a Mobile Home Park Owner to maintain the Mobile Home Park Owner's Net Operating Income, "Net Operating Income" (NOI) shall mean the Gross Income as defined in Section 9.24.130 of the Mobile Home Park less the Operating Expenses as defined in Section 9.24.140.

9.24.130 Gross Income.

For purposes of calculating the Net Operating Income pursuant to Section 9.24.120, "Gross Income" shall mean the sum of the following:

A. Gross Mobile Home Space rents, computed as gross space rental income at 100 percent occupancy; plus

B. Other income generated as a result of the operation of the Mobile Home Park, including, but not limited to, fees for services actually rendered; plus

C. Revenue received by a Mobile Home Park Owner from the sale of water, sewer, refuse collection, gas, and electricity to Homeowners where such utilities or services are billed individually to the Homeowners by the Mobile Home Park Owner. Such revenue shall equal the total cost of the utilities or services to the Homeowners minus the amount paid by the Mobile Home Park Owner for such utilities or services to the utility or service provider; minus

D. Uncollected Mobile Home Space Rents due to vacancy and bad debts to the extent that the same are beyond a Mobile Home Park Owner's control. Uncollected Mobile Home Space Rents in excess of three percent of gross Mobile Home Space Rents shall be presumed to be unreasonable unless established otherwise and shall not be included in computing Gross Income. If uncollected Mobile Home Space Rents must be estimated, then the average of the preceding three years' experience shall be used.

9.24.140 Operating Expenses.

A. For purposes of calculating Net Operating Income pursuant to Section 9.24.120, "Operating Expenses" may include:

1. Real property taxes and assessments.

2. Utility costs to the extent that they represent costs to the Mobile Home Park Owner which are not passed through to Homeowners of the Mobile Home Park.

3. Management expenses (including the compensation of administrative personnel, including the value of any Mobile Home Space offered as part of compensation for such services), reasonable and necessary advertising to ensure occupancy, legal and accounting services as permitted herein, and other managerial expenses. Management expenses are presumed to be not more than five percent of Gross Income, unless established otherwise.

4. In addition to the management expenses listed above, if the Mobile Home Park Owner performs managerial or maintenance services which are uncompensated, the Mobile Home Park Owner may include the reasonable value of such services or Operating Expenses. Mobile Home Park Owner-performed labor shall be limited to five percent of Gross Income unless the Arbitrator finds that such a limitation would be substantially unfair in a given case. A Mobile Home Park Owner must devote substantially all of the Mobile Home Park Owner's time, that is, at least 40 hours per week, to performing such managerial or maintenance services in order to warrant the full five percent credit as an Operating Expense. No credit for such services shall be authorized unless a Mobile Home Park Owner documents the hours utilized in performing such services and the nature of the services provided.

5. Normal repair and maintenance expenses for the grounds and common facilities, including but not limited to landscaping, cleaning, and repair of equipment and facilities.

6. Operating supplies such as janitorial supplies, gardening supplies, and stationery.

7. Insurance premiums prorated over the life of the policy.

8. Other taxes, fees, and permits, except as provided in Section 9.24.190.

9. Reserves for replacement of long-term improvements or facilities, provided that accumulated reserves shall not exceed five percent of Gross Income.

10. A Mobile Home Park Owner may include the cost of necessary Capital Improvement or Substantial Rehabilitation expenditures which would exceed existing reserves for replacement. A necessary Capital Improvement shall be an improvement required to maintain the common facilities and areas of the Mobile Home Park in a decent, safe, and sanitary condition or to maintain the existing level of Mobile Home Park amenities and services. In the event that the necessary Capital Improvement or Substantial Rehabilitation expenditure is necessitated as the result of an accident, disaster, or other event for which the Mobile Home Park Owner received insurance or other benefits, only those costs otherwise allowable and exceeding such benefits may be calculated as Operating Expenses.

Expenditures for necessary Capital Improvements to upgrade existing facilities, together with a reasonable return upon the Capital Improvement investment made by the Mobile Home Park Owner, shall be an allowable Operating Expense only if the park owner has:

a. Informed the Affected Homeowners prior to initiating construction or implementation of the Capital Improvement regarding the nature, purpose and estimated cost of the improvement; and

b. Established by written verification or other competent evidence to the satisfaction of the Arbitrator that the costs of Capital Improvement provided to the Homeowners for their general use are factually correct as claimed; and

c. Cost factored and amortized the costs of the improvement over the good faith estimate of the remaining life of the improvement, but in no event for a period of less than 60 months; and

d. Allocated the increase among Affected Homeowners on a per space basis and separately itemized such increase on the Rent bill. Such increases shall not be considered included in the Base Rent for purposes of the annual permissible Rent Increases pursuant to Section 9.24.070(A).

11. Increases in interest payments which result from one of the following situations or the equivalent thereof:

a. Refinancing of the outstanding principal owed for the acquisition of a park where such refinancing is mandated by the terms of a financing transaction entered into prior to October 9, 2018~~-~~, for instance, termination of a loan with a balloon payment; or

b. Increased interest costs incurred as a result of a variable interest rate loan used to finance the acquisition of the park and entered into prior to October 9, 2018.

c. In the event that the Mobile Home Park is financed as part of a multi-asset portfolio, the allowable increase in interest costs shall be limited to the amount reasonably attributable to the Mobile Home Park or Mobile Home Parks located in the City, based on the percentage of total asset value or such allocation established in loan documents.

d. In refinancing, increased interest shall be permitted to be considered as an Operating Expense only where the Mobile Home Park Owner can show that the terms of the refinancing were reasonable and consistent with prudent business practices under the circumstances.

B. "Operating Expenses" shall not include the following:

1. Debt service expenses, except as provided in subsection (A)(11) of this Section 9.24.140;

2. Depreciation;

3. Any expense for which the Mobile Home Park Owner is reimbursed; or

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4. Attorneys' fees and costs (except printing costs and documentation as required by Section 9.24.080) incurred in proceedings before an Arbitrator or in connection with legal proceedings challenging the decision of an Arbitrator or the validity or applicability of this Chapter.

C. Whenever a particular expense exceeds the normal industry or other comparable standard, the Mobile Home Park Owner shall bear the burden of proving the reasonableness of the expense. To the extent that the Arbitrator finds any such expense to be unreasonable, the Arbitrator shall adjust the expense to reflect the normal industry or other comparable standard.

9.24.150 Special Base Year NOI/Base Rent Adjustments.

A. Mobile Home Park Owners may obtain a one-time special adjustment to the base year NOI and/or Base Rent dates if the Mobile Home Park Owner rebuts the presumption that the base year NOI and/or Base Rent date yielded a fair return. The Arbitrator shall not make such a determination unless the Arbitrator has first made at least one of the following findings:

1. That the Mobile Home Park Owner's Operating Expenses in the base year were unusually high or low in comparison to the three years prior to the base year. The average expenses for this period shall be presumed to reflect reasonable average annual expenses and the average of such expenses shall be used to calculate and adjust the base year NOI.

In determining whether the park owner's Operating Expenses were unusually high or low, the Arbitrator shall consider whether:

a. The park owner made substantial Capital Improvements during the base year, which were not reflected in the Rent levels on the Base Rent date.

b. Substantial repairs were made due to uninsured damage caused by fire, natural disaster or vandalism.

c. Maintenance and repair were below accepted standards so as to cause significant deterioration in the quality of Housing Services.

d. Other expenses were unreasonably high or low notwithstanding the following of prudent business practice.

2. That the Rent was disproportionate due to one of the enumerated factors below:

a. The Rent on the base date was exceptionally high or low due to the fact that the Rent was not established in an Arms-Length Transaction.

b. The Rent on the Base Rent date was substantially higher or lower than at other times of the year by reason of premiums being charged or rebates given for reasons unique to particular spaces.

B. If the circumstances specified in subsection (A)(2) of this Section 9.24.150 are demonstrated, the Base Rent date shall be adjusted to reflect the Rent that would have been received if the Base Rent date had been set under general market conditions. In making this adjustment, the Arbitrator shall utilize the median rent in effect on the Base Rent date, or a good faith estimate of such median rent, for C~~c~~omparable S~~s~~paces within the Mobile Home Park or, if necessary, other comparable parks. Comparability shall be judged based on the location of the park, services, amenities provided, and other relevant factors.

9.24.160 Obligations of the Parties.

A. After the Mobile Home Park Owner's proposed effective date of a noticed Rent Increase, if the Arbitrator finds that the proposed increase or any portion thereof that was previously inoperative is justified, All Affected Homeowners shall pay the amount found justified to the Mobile Home Park within 30 days after the decision is made.

B. If the Arbitrator finds that an increase or any portion thereof is not justified, the Mobile Home Park Owner shall refund any amount found to be unjustified, but that had been paid, to All Affected Homeowners within 90 days of the Arbitrator's decision. In the event that the tenancy of an Affected Homeowner is terminated for any reason prior to receipt of a refund, the balance of the credit due the Homeowner shall be paid by the Mobile Home Park Owner within 30 days from the date of the termination of the tenancy.

C. Any sum of money that under the provisions of this Section 9.24.160 is the obligation of the Mobile Home Park Owner or Homeowner to pay, as the case may be, shall constitute a debt and, subject to the foregoing provisions of this section, may be collected in any manner provided by law for the collection of debts.

9.24.170 Homeowner's Right of Refusal.

An Affected Homeowner may refuse to pay any increase in Rent which is in violation of this Chapter, provided a petition has been filed and either no final decision has been reached by an Arbitrator or the increase has been determined to violate the provisions of this Chapter. Such right of refusal to pay shall be a defense in any action brought to recover possession of a Mobile Home Space or to collect the Rent Increase.

9.24.180 Retaliatory Acts – Homeowner's Right to Organize.

No Mobile Home Park Owner may retaliate against a Homeowner, Homeowner Representative, or Prospective Homeowner for the assertion or exercise of rights under this Chapter in any manner. This includes, but is not limited to, threatening to bring or bringing an action to recover possession of a Mobile Home Space, engaging in any form of harassment that causes a Homeowner to quit the premises, dissuading a Prospective Homeowner from freely exercising the Homeowner's legal option to choose a tenancy of a shorter term, decreasing Housing Services, increasing the Mobile Home Space Rent, or imposing or increasing a security deposit or any other charge payable by a Homeowner.

9.24.190 Fees.

A. The costs of administration of this Chapter, including the costs of mediation and arbitration, shall be borne by the City. The City shall be reimbursed by the imposition of a Rent Stabilization Administration Fee ("Fee") chargeable against each Mobile Home Space in the City subject to this Ordinance upon the finding that at least fifty (50) percent of leases within the City are not exempt pursuant to Section 9.24.200 of this Chapter.

B. The Administrator shall recommend to the City from time to time the amount of the Fee and the Council shall adopt such Fee by resolution at a public hearing. A reporting of expenditures and staff time spent on administration of this Chapter shall be conducted during review of this Ordinance pursuant to Section 9.24.250.

C. Within sixty (60) days of the adoption of this Ordinance, regardless of whether at least fifty (50) percent of leases are not exempt~~On or before May 1st of each year,~~ each Mobile Home Park Owner in the City shall register with the City. The Mobile Home Park Owner shall provide the name and address of the Mobile Home Park Owner, the current rent roll for all spaces which shall identify: 1) the length of the lease term for each space; 2) the expiration of the lease term for each space; 3) current rents and other fees or charges that are received by the Mobile Home Park Owner itemized per Mobile Home Space;~~ and~~ 4) the number of Mobile Home Spaces, including both occupied and unoccupied spaces, contained in that Mobile Home Park Owner's Mobile Home Park; and 5) The Mobile Home Park Owner's determination of Comparable Spaces in the Mobile Home Park. The provision of the information required by this Section 9.24.190(C) must also be made immediately upon change of ownership of the Mobile Home Park, or an increase or a decrease in the number of spaces available at a Mobile Home Park Owner's Mobile Home Park.

D. On or before July 31st of each and every fiscal year, each Mobile Home Park Owner shall pay to the City the Fee then in effect for each Mobile Home Space in the Mobile Home Park Owner's Mobile Home Park, except for those spaces subject to a rental agreement in full compliance with the requirements of California Civil Code Section 798.17(a) and (b), and except as provided in this Section 9.24.190(A).

E. Allocation of the Fee.

1. A Mobile Home Park Owner may allocate 50 percent of the Fee imposed on a Mobile Home Space to the Homeowners in accordance with the provisions set forth in this Section 9.24.190. This allocation shall be passed on, if at all, no later than the next park anniversary date or within 12 months from the date of payment to the City. The remaining 50 percent of the Fee imposed on a Mobile Home Space shall not be passed on in any way to Homeowners.

2. The Mobile Home Park Owner shall post in a common area for a period of 90 days for All Affected Homeowners to read, documentation supporting the allowable amount to

be collected in order for the Mobile Home Park Owner to recover 50 percent of the Fee. At a minimum, such documentation shall include:

a. Billing notices or other equivalent documents from the City imposing Fee;

b. A copy of this Section;

c. The calculations used by the park owner to apportion the cost of the allowable percentage among the Affected Homeowners;

d. The address and telephone number of the Administrator; and

e. Notice to the Affected Homeowners that Homeowners are encouraged to contact the Administrator for an explanation of the provisions of this Chapter.

3. The Fee allocation shall not be considered part of the Base Rent upon which future Rent Increases can be based.

4. The Fee allocation shall be separately listed on any monthly or other periodic billing statement to the Homeowner.

F. A service fee equal to one and one-half percent per month will be charged on Mobile Home Park Owners who make late payments of Fees required under this Chapter. The service fee may not be passed on to Homeowners.

9.24.200 Exemption from Fees.

A. A Mobile Home Park Owner who is eligible for a space fee exemption pursuant to Civil Code Section 798.17 or any other provision of this Chapter, shall provide the Administrator with the following documentation, as appropriate:

1. A listing of long-term executed lease space numbers and spaces used other than for residency;

2. For a newly constructed space, proof that the space was constructed and initially held out for rent after January 1, 1990; and

3. A statement of the basis for the exemption.

B. The Administrator’s decision as to an exemption shall be final.

9.24.210 Nonwaivable Obligations.

Any provision, whether oral or written, in or pertaining to a rental agreement whereby any provision of this Chapter is waived or modified, is against public policy and void, except with respect to any rental agreement complying with all of the terms and conditions set forth in California Civil Code Section 798.17.

9.24.220 Remedies And Waiver of Rights.

A. In addition to those penalties and remedies set forth in this Chapter, no Mobile Home Park Owner shall demand, accept, receive, or retain any Rent in excess of the amounts allowed under this Chapter. In the event that a Mobile Home Park Owner demands, accepts, receives, or retains any payment in excess of the amounts allowed under this Chapter, the Homeowner may file a civil suit against the Mobile Home Park Owner. A Mobile Home Park Owner who demands, accepts, receives, or retains any payment of Rent in excess of the amounts allowed under this Chapter shall be liable to the Homeowner in the amount by which the payment or payments have exceeded the allowable Rent. In such a case, the Rent shall be adjusted to reflect the lawful Rent pursuant to this Chapter.

B. A Mobile Home Park Owner who willfully demands, accepts, or retains any payment of Rent in violation of the provisions of this Chapter shall be liable in a civil action to the person from whom payment is demanded, accepted or retained for damages in the sum of three times the amount by which payment or payments demanded, accepted or retained exceed the maximum Rent which could lawfully be demanded, accepted or retained. A prevailing Homeowner in a civil action brought to enforce this Chapter shall be awarded reasonable attorneys' fees and costs as determined by the court. No administrative remedy need be exhausted prior to filing suit pursuant to this Section 9.24.220.

C. The remedies available in this Chapter are not exclusive and may be used cumulatively with any other remedies available in this Chapter or at law.

D. Waiver of Rights.

1. Any waiver or purported waiver by a Homeowner of rights granted under this Chapter prior to the time when said rights may be exercised shall be void as contrary to public policy, except as provided in this Section 9.24.220.

2. It shall be unlawful for a Mobile Home Park Owner to require or attempt to require, as a condition of tenancy in a Mobile Home Park, a Homeowner, or Prospective Homeowner, to waive, in a lease or rental agreement, the rights granted to a Homeowner by this Chapter.

3. It shall be unlawful for a Mobile Home Park Owner to deny or threaten to deny a tenancy in a Mobile Home Park to any person on account of such person's refusal to enter into a lease or rental agreement or any other agreement under which such person would waive the rights granted to a tenant by this Chapter.

4. Nothing in this Section 9.24.220 shall preclude a Mobile Home Owner or tenant, or Prospective Homeowner, from entering into a lease or rental agreement; provided, that such lease or rental agreement is not procured by a requirement that it be entered into as a condition of

tenancy in the Mobile Home Park, and is not procured under a threat of denial of tenancy in the Mobile Home Park.

E. If a Homeowner fails to bring an action to enforce this Chapter within a reasonable time after the date of the violation, the City Council may bring such an action or settle the claim on the Homeowner's behalf. If the City Council brings such an action, the Homeowner shall be provided the right to opt in or out of the action. In the case of an opt-in, the Homeowner on whose behalf the City Council acted is barred from bringing a separate action against the Landlord in regard to the same violation, and the City shall be entitled to recuperate the costs it incurred from any monetary recovery from the Mobile Home Park Owner, with the remainder to go to the Homeowner against whom the violation has been committed. In the case of an opt-out, the Homeowner shall retain all rights relating to his or her right to private action. The City Council may take other such enforcement action as necessary to ensure compliance with this Chapter.

9.24.230 Rights of Affected Parties Reserved.

A. This Chapter shall not be construed to limit or curtail any other action or proceeding which may be pursued by an Affected Homeowner or Mobile Home Park Owner before any court or other body having jurisdiction thereof.

B. Defense to Action for Recovery of Possession.

1. A Mobile Home Park Owner's failure to comply with any of the provisions of this Chapter or any regulations promulgated hereunder shall serve as a complete affirmative defense in any action brought to recover possession of a Mobile Home Space.

2. A Homeowner's refusal to pay Rent in excess of the amount allowed under this Chapter shall be a complete affirmative defense in any action brought to: a) recover possession of a Mobile Home Space for nonpayment of Rent; or b) collect Rent in excess of the amount allowed under this Chapter.

9.24.240 Extension of Time Limits.

By written agreement of the parties, upon application to the Administrator, or for good cause shown to the Mediator or Arbitrator, the timeframes provided for under this Chapter may be extended.

9.24.250 Regulations and Review By the City Council.

A. The City Council may issue rules and regulations as necessary to further the purpose of this Chapter. If any portion of this Chapter is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by law, the City Council shall have the authority to enact replacement regulations consistent with the intent and purpose of the invalidated or unenforceable provisions of this Chapter to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to the matters addressed in this Chapter.

B. The Council shall review the effectiveness of this Chapter every two years from the effective date to determine whether a full-scale review of the Ordinance is necessary. Notice of the time and place of the Council's review shall be published at least 10 days prior to the review date in a newspaper of general circulation in the City.

~~9.24.260 Environmental Determination.~~

~~The City Council finds that the adoption and implementation of this Article are exempt from the provisions of the California Environmental Quality Act under section 15061(b)(3) in that the City Council finds there is no possibility that the implementation of this Article may have significant effects on the environment.~~

~~9.24.270 Partial Invalidity.~~

~~If any provision of this Chapter or application thereof to any person or circumstances is held invalid, this invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared severable. This Chapter shall be liberally construed to achieve the purposes of this Chapter and to preserve its validity.~~

Provision	Topic	Revisions per 11/13 meeting
9.24.020(F)	Capital Improvements	Specifies that uprgrades, replacements, and remodeling is part of definition
9.24.020(G)	Comparable Space Definition	Added "location" as a characteristic to take into consideration
9.24.020(G)	Mediator	Specifies that the mediator may be a member of JAMS in addition to AAA
9.25.050(B)	Vacancy Control	Reflects that the Park Owner may charge a new space rent for a mobile home space whenever a lawful vacancy occurs, and this amount is the Base Rent for purposes of the ordinance; Adds abandonment as a ground for lawful vacancy
9.24.070	Rent Increase limitation	Specifies that the annual standard adjustment is 100% of the percent change in CPI
9.24.130(C]	Gross Income	Adds revenue received for water, sewer, and garbage collection services into consideration of gross income
9.24.140(A)(11)	Operating Expenses	Specifies that in the event that the Mobile Home Park is financed as a part of a multi-asset portfolio, only those interest increase costs attributable to the park in the City may be included
9.24.150(A)	Special Base Year NOI	Specifies that the Mobile Home Park Owner can rebut the presumption

9.24.190(C]	Fees	Specifies that registration and rent roll information must be provided within 60 days after adoption of ordinance; provides that the Mobile Home Park Owner must provide a determination of comparable spaces in the Mobile Home Park
9.24.260	Environmental Determination	Deleted; Provision is already reflected in Section 2 (CEQA)
9.24.270	Partial Invalidity	Deleted; Provision is already reflected in Section 4 (Severability)

November 18, 2018

To the Mayor, vice Mayor, Council Members, and City Manager and Staff:

It was with a heavy heart that I watched the City Council approve the Rent Stabilization Ordinance for Vineyard Valley Mobile Home Park, the only entity covered by the Ordinance, at the last Council meeting in St. Helena. A solid majority of the residents and the owners made their opposition known repeatedly, believing it was not needed, a "solution looking for a problem," if you will. The same family has owned the Park since 1975 and rent increases have been a steady 3% annually. Plus the owners have asserted frequently that they have no intention of selling the property. It doesn't get more stable than that, in our opinion.

With the goal of providing housing protection for seniors that could be done in house, the owners offered to provide a rent credit to any resident paying more than thirty percent of their income in rent and suggested, alternatively, that the City could offer a subsidy program for residents in need. All of this is now off the table since the Ordinance was approved is my understanding.

The concept of 'unintended consequences ' comes to mind, i.e., outcomes that are not the ones foreseen and intended by a purposeful action. There is a possibility of a perverse result here: a perverse effect contrary to what was originally intended, when an intended solution makes a problem worse. This is sometimes referred to as "backfire." How ironic it would be that the very thing some residents have been fearing for years, without any evidence whatsoever, that the owners would up and sell the Park with very negative effects on homeowners, could be brought about by their surreptitious efforts with some Council members to enforce a Rent Stabilization Ordinance. The owners have demonstrated how this would be an intrusion and interruption of their business model and suggest they may have to reconsider their decision to stay.

Another negative outcome could be litigation as both the owner and the City have retained attorneys to advise on the matter. This could turn out to be expensive and time consuming for all parties involved and certainly affect the residents of Vineyard Valley in ways large and small.

At this and a prior Council meeting I recommended at least slowing down the process to allow time for our VV community to gather for facilitated meetings to see if we can find common ground, as we are sorely divided over the issue itself, and more importantly, how it was done, i.e., a few residents insisting they knew what was best for all of us without checking with us first. It was an unfortunate decision that has led to hard feelings and divisiveness that will take effort on everyone's part to heal.

There is also the slim but fervent hope that the Council will reconsider their approval which is possible at the 'second reading' scheduled for November 27.

Sincerely,

Suzanne James
Vineyard Valley Resident

ANTHONY C. RODRIGUEZ
ATTORNEY AT LAW
1425 LEIMERT BOULEVARD
SUITE 101
OAKLAND, CALIFORNIA 94602-1808

TELEPHONE (510) 336-1536
FACSIMILE (510) 336-1537

CITY OF ST. HELENA
NOV 16 2018
OFFICE OF CITY CLERK

November 12, 2018

James Wayson
Vineyard Valley Mobilehome Park
8 Del Rio Court
St. Helena, California 94574

Re: Objections to Proposed Mobilehome Park Rent Stabilization Ordinance / November 13, 2018 City Council Meeting / Agenda Item 10.3

Dear Mr. Wayson:

As you know, this office represents the owner of Vineyard Valley Mobilehome Park. I have reviewed your November 5, 2018 letter to Mayor Galbraith. As it would appear some of the points you have made are either inaccurate, or based on false assumptions, a brief response is in order.

1. Eighty Eight (88) Tenants are Currently Paying Less Than $800 Per Month: You state that you doubt there are "more than a couple of residents paying $600 to $800." Enclosed for your review is a list showing all spaces at the park with a base rent of less than $800 per month. Although the parkowner does not believe it would be appropriate to provide the names or addresses of those tenants at this time, there are 88 spaces on that list. Again, although the parkowner does not believe the identity of those tenants should be disclosed at this time, the parkowner is willing to testify under oath that the attached list is accurate.

2. The Loan for the Road Improvement Project Was Interest Free: You claim that the park amortized the road improvement project over 15 years, instead of 10, so it could make a greater profit. Nothing could be further from the truth. The true fact is that the road improvement project cost approximately $327,000, *without interest*. Although the parkowner could have included interest in the pass through, it did not do so.

If the parkowner had passed through the road improvement project without interest over ten years, the per space cost would have been $12.62 per space per month. ($327,000 ÷ 216 spaces ÷ 120 months = $12.62 per space per month). By extending that period to fifteen years, the parkowner was able to reduce the per space cost to $8.40. ($327,000 ÷ 216 spaces ÷ 180 months = \$8.40 per space per month). As the parkowner did *not* include interest in either calculation, it should be obvious that the sole reason for extending the pass through period from 10 to 15 years was to benefit the tenants. (See enclosed invoice).

3. Your Current Base Rent is \$902 Per Month: In your letter you state that you now pay \$1,050 per month to reside at your space. Although you admit that the \$1,050 includes "various surcharges on services" and the \$8.40 road pass through, you did not mention the fact that your current base rent is only \$902 per month.

Assuming your base rent was \$600 when you moved into the park in June of 2004, a 3% increase for the next fourteen years would have resulted in a current base rent of \$907.55. However, you current base rent is only \$902. In other words, your base rent has actually been increased by slightly less than 3% per year, or an average of \$21.57 per year. (\$902 - \$600 = \$302 ÷ 14 years = \$21.57 per year).

4. Qualifying Tenants Would Be Better Off Under a City Subsidy Program and/or the Parkowner's Rent Credit Program than Under Rent Control: As stated in my November 2, 2018 letter to the Mayor and City Council, qualifying tenants would be better off under either a City sponsored subsidy program or the parkowner's proposed rent credit program than under the proposed ordinance, because qualifying tenants might not have to pay any rent increases at all.

Although I have no knowledge regarding your current income or assets, if you believe you will not be able to afford future rent increases, the parkowner is willing to meet with you, to determine whether you would qualify for the park's proposed rent credit program. If you would like to arrange such a meeting, please contact Greg Reynolds at your earliest convenience. As is the case at other parks with similar rent credit programs, any information you provide regarding your eligibility will be kept in strict confidence.

If you have any questions or comments regarding any of the above, please do not hesitate to contact me. Thank you.

Very truly yours,

Anthony C. Rodriguez

cc: The Mayor and City Council
Greg Reynolds
(w/enclosures)

Rents Under 800

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Black Diamond Paving, Inc.
23098 Connecticut Street
Hayward, CA 94545 US
(510) 770-1150 phone
(510) 770-1151 fax
www.blackdiamondpaving.com

RECEIVED
MAY 12 2017
BY: Dof

INVOICE

PLEASE NOTE OUR NEW ADDRESS !!!

To: **Vineyard Valley Mobile Home Park**
290 Pope Street
St. Helena, CA 94574 US

Attn: Shelly DiFede ~~[illegible]~~

Project: **Vineyard Valley Mobile Home Park**
290 Pope Street, St. Helena

Invoice #: **16329-DT**
Date: **05/05/17**
P.O. #: **Contract**
Terms: **Due Upon Receipt**

Description of Work	Price	Total
100% Complete:		
Item I: Asphalt Overlay	$327,348.00	
Amount Due This Invoice		**$327,348.00**

Federal I.D. #77-0420591 Incorporated

VISA MasterCard

Now accepting most major credit cards!
Processing fee waived if paid in full within 15 days of invoice date.

For more information, contact:

Accounting Contact: Antinette Ornelas, aornelas@blackdiamondpaving.com, 510-770-1150 x34

Cindy Tzafopoulos

Subject: FW: Rent Control

From: Christine Talley <talleysaint@aol.com>
Date: July 31, 2018 at 12:40:47 PM PDT
To: mkoberstein@cityofsthelena.org
Subject: Rent Control

Hi Mary,
I live in Vineyard Valley. I was at the meeting in Vineyard Valley where you and Mr. Reynolds attended.

I would like to see the rent control go into affect here in VV. I am a widowed senior living only on my SS and pension.

There are quite a few of us here who are similar.

.

Lately, the tenants moving in here are couples with 2 incomes coming from expensive homes which they sold and do not care if the rents continue to

go up.

Those of us who have lived here for more years do not have that kind of income, that's why we moved into manufactured homes.

St. Helena needs to have more low income housing and VV should be that way.

Mr. Reynolds the owner just wants to make money. He says he put a lot of money into beautification of the property. However, it is just for his ability to sell

the homes at a higher price.

Thank you for trying to help us.

Christine Talley

Cindy Tzafopoulos

From: Patricia Rardin <patriciarardin@gmail.com>
Sent: Sunday, August 05, 2018 1:40 PM
To: Cindy Tzafopoulos
Subject: Rent Stabilization Ordinaance

Attn: Mayor Galbraith, Vice Mayor White, Councilpersons Dohring, Ellsworth and Koberstein

My name is Patricia Rardin, age 97, tenant of Vineyard Valley for over 6 years.
I am writing to indicate that I am in favor of the Rent Stabilization Ordinance. I like the fact that I would have the choice of signing a long term lease or paying my rent on a month to month basis.
I like the fact that there is some control in the lot rent that the owners can charge prospective buyers if I sell my home.
I also like the fact that there is protection of the amount of my rent if the park were to be sold.
I intend to live the rest of my life here and like the financial security this ordinance would provide for me.
Thank you for your consideration

--

Carpe Diem

Patricia on Cloud Ten

Robert R. Distad
5 Del Monte Court
St. Helena, Ca.
94574

September 9, 2018

St. Helena City Council
City Hall
1480 Main Street
St. Helena, Ca. 94574

Re: Housing Goals & the proposed Rent Stabilization Ordinance

Dear Mayor Galbraith, Vice Mayor White and Council Members Dohring, Koberstein and Ellsworth:

I write in support of your efforts to accomplish your 2017 Council goal to "Stabilize, Maintain and Improve Access to Housing" in St. Helena.
I have read the White Paper prepared by Ms. Ericka Sklar and am impressed with the breadth of her analysis, and am consequently concerned by the complexity and interrelatedness of the many factors you must deal with in your efforts to address the challenges and recommendations identified in her report.

At the outset of her report one of her phrases that caught my eye and continues to resonate with me is the following:

"It is clear from a review of population, housing and employment data that there is a mismatch between housing affordability and income for both St. Helena residents and employees."

I think we all know what this means, and are also quite aware of what its implications are for St. Helena if no effort is made to address the status quo. While funding mechanisms necessary to undertake the initiatives Ms. Sklar identifies are complex and likely time consuming and costly, some of the regulatory proposals she identifies *are less so, and are far more likely to produce a reduction in the cost of permanent resident housing in St. Helena.*
Most particularly I call your attention to bullet point #3 on page 5 of the Reports Executive Summary:

- Establish rent stabilization ordinance for senior housing

I am aware of the controversy and concern that the introduction of this topic has made in the lives of Vineyard Valley residents and management. I live in Vineyard Valley and have listened to its residents, both proponents and opponents. It is of little value now to consider how or why the public engagement strategies recommended by Ms. Sklar in her report, and by City Manager Prestwich in his transmittal of that report to you for your June 26th Council Meeting, were not timely implemented. City residents' feelings have been hurt, tempers have flared, council members have been chastised for their efforts, and many minds have been firmly made up one way or the other as to the value and efficacy of the proposed rent stabilization ordinance.

Amidst all this heated discourse I am hopeful you will remain focused on your goal to maintain affordable housing for seniors.....mindful that it is a goal not just for today's challenging circumstances, but for the future as well.

If the past is any indicator of what is to come, what can St. Helena's senior residents expect in terms of future living costs:

-The cost of city provided services will continue to increase (water, sewer, garbage pickup and recycling, etc.)

-Any Social Security increases will be minimal. (2% in 2018, 0.3% in 2017, no increase in 2016, 1.7% in 2015, 1.5% in 2014)

-Medical Care costs will continue to rise. Medical Care inflation has outpaced the inflation calculated by the CPI-W in 33 of the past 35 years.
This is the same index that is used to determine whether and to what extent there will be an increase in Social Security payments.

-The cost of Medicare will rise. Medicare Part B premiums since their introduction 52 years ago in 1966 have risen at an annual compounded rate of roughly 7.7%. While future annual increases may continue to be mitigated by the current "hold harmless" clause (which restricts most enrollees rate increases to whatever the Social Securities COLA is for that year), the practical effect is that any social security increase is taken away by the Part B premium increase.

Here are the factors I believe should be of significance to you in your deliberative processes.

-Any St. Helena Senior on a fixed income will increasingly face agonizing decisions on how to spend their limited resources. Stories abound about seniors going hungry or, as bad, foregoing necessary medications because of their prohibitive costs. While this council is not responsible for addressing these significant public health issues, it certainly must be cognizant of them when considering what impact a rent stabilization ordinance might have on ameliorating these concerns.

-Your ordinance does not affect all Vineyard Valley residents. The Ordinance only applies to leases of 12 months or less. Most of us have long term leases and have every intention of renewing those leases upon their expiration. Since your Ordinance only affects those who choose to be covered by it, there is no meaningful unfairness or tangible harm visited on those of us who choose not to accept its coverage.

-I believe there are residents in Vineyard Valley, current and future, who could and will benefit from the Ordinance.

Do I know who? No—and I do not wish to know. I respect all persons rights to privacy.

Do I know how many? No, but in listening to conversations at gatherings and events, I hear & learn that they are here.

What do I know? I know that for some an acknowledgement of poverty is painful and shaming, and that consequently their support is silent. We should seek to speak for those we know are afraid or ashamed or unable to speak for themselves.

-Finally, and in keeping with both the U. S. and California Constitutions, the park owner is guaranteed a "fair return" on her/his investment.

Rent Stabilization Ordinances have been in existence in California long enough so that this "term of art" is neither amorphous nor ambiguous. This is a very important factor, one the has caused concern for a number of Vineyard Valley residents who fear that this proposed ordinance will somehow cause the park owner to "cut back" or do less by way of maintenance and park beautification. I do not subscribe to that fear. Two of the current owners are children of the Park's founder. They maintain residences here. They have made a commitment to continue to maintain the Park's premiere status. I take them at their word.

Thank you for your time and consideration.
Yours truly

Robert R. Distad

Robert R. Distad

Cindy Tzafopoulos

From: Mark Prestwich
Sent: Monday, August 06, 2018 8:18 AM
To: Cindy Tzafopoulos
Subject: FW: Rent Stabilization

FYI

From: Thomas Pickering <bigpickill@me.com>
Sent: Sunday, August 5, 2018 11:48 AM
To: Alan Galbraith <AGalbraith@cityofsthelena.org>; Mark Prestwich <MPrestwich@cityofsthelena.org>
Cc: Peter White <PWhite@cityofsthelena.org>; Mary Koberstein <MKoberstein@cityofsthelena.org>; Geoff Ellsworth <GEllsworth@cityofsthelena.org>; pdoring@cityofsthelena.org
Subject: Rent Stabilization

August 5, 2018

Saint Helena City Council

Re: Rent Stabilization for Vineyard Valley

I am writing this letter to suggest that rent stabilization for the park seems like a good idea, one that should be discussed in greater detail at the upcoming meetings at Vineyard Valley with Mary Koberstein and Mark Prestwich.

I have read through the note from the City Council titled "Some Questions About Rent Stabilization" dated July 24, 2018. While it answered many of my questions, there are still some I have. Believe me when I say that most people in the park have not read this document and it will be informative for many.

Thomas Pickering

11 La Cuesta Court

Saint Helena, CA 94574

Cindy Tzafopoulos

From: Mark Prestwich
Sent: Wednesday, August 08, 2018 10:48 AM
To: Cindy Tzafopoulos
Subject: FW: RSO

FYI

-----Original Message-----
From: pinutbutter2@gmail.com <pinutbutter2@gmail.com>
Sent: Tuesday, August 7, 2018 4:46 PM
To: Mark Prestwich <MPrestwich@cityofsthelena.org>
Subject: RSO

Hi Mark,

I am a Vineyard Valley resident and I am in favor of this ordinance.

Cathy Small

Cindy Tzafopoulos

From: James Wayson <jwandms@pacbell.net>
Sent: Sunday, August 05, 2018 12:44 PM
To: Cindy Tzafopoulos
Subject: Rent stabilization

As residents of St. Helena and Vineyard Valley, we would like to go on record as supporting the proposal for rent stabilization.

Marianne Sylvia, 8 Del Rio Ct., Saint Helena, Ca.
James Wayson, 8 Del Rio Ct., Saint Helena, Ca.

Cindy Tzafopoulos

From: Mark Prestwich
Sent: Tuesday, August 07, 2018 11:23 AM
To: Cindy Tzafopoulos
Subject: FW: Stabilization of Rent

FYI

-----Original Message-----
From: Keith Eaton <william1946@comcast.net>
Sent: Monday, August 6, 2018 1:00 PM
To: Mark Prestwich <MPrestwich@cityofsthelena.org>
Subject: Stabilization of Rent

My wife and I have been residents of Vineyard Valley for more than 14 years.

We believe that the Rent Stabilization ordnance will protect our future financial security and keep the homes in Vineyard Valley as an affordable option for Saint Helena seniors.

We are in favor of the Rent Stabilization Ordnance.

Thank you for your work in keeping affordable housing possible in Saint Helena.

Jane and Keith Eaton

Sent from my iPhone

7/23/18

Dear St. Helena City Council Members and City Manager,

I am writing this letter to strongly recommend that you adopt a Rent Stabilization Ordinance (RSO) similar to the one we have in Calistoga to protect the mobile home owners in your community from excessive space rent increases and use of leverage by park owners to increase rents when homes are sold.

I am probably the person most familiar with the RSO in Calistoga, and I could write volumes about its background and history, so I will try to be brief.

For background and updated knowledge concerning mobile home rent control, however, I would recommend the attorney Will Constantine. I have spoken to him on the phone, and paying for an hourof his phone or skype time would, I think you would find, be extremely worthwhile.

William J Constantine Attorney At Law
303 Potrero Street
Santa Cruz, CA 95060-2741
Phone: (831) 420-1238
WConst1238@aol.com

Our ordinance provides protection for homeowners while assuring park owner a fair return on investment.

The idea behind our ordinance is to give park owners a basic market rate at the ordinances inception and then allow annual increases to allow for inflation of their ordinary expenses while considering larger increases for extraordinary expenses when justifiably called for.

The alternative usually amounts to what park owners call “market” increases which amount to competition among parks to raise rents (and an ever changing market rate) to reflect what the market will bear, or as much as they can get to reflect the state of the market - a dizzying process where only the homeowners suffer.

When Chateau Calistoga Mobile Home Park was sold several years ago, the new owner met in mediation with a group representing most of the homeowners in the park. He proposed a $200/month rent increase over a period of three years. For whatever reason (although RSO arbitrations had succeeded in the past) the homeowners (represented by the GSMOL attorney) agreed.

A dozen homeowners held out, acquired pro bono legal assistance from a large firm, went to arbitration - and won. Rather than a $200 rent increase over three years, they paid about $8.00/year annual CPI increases.

In Calistoga, to my understanding, the ordinance has only suffered as a result of the city not keeping tabs on its own attorneys. The city won’t look at possible revisions to the ordinance at present for fear of pressure from the park owners. The mayor claims that the city spent over a million dollars fighting appeals made by a park owner - all of which were won by the city.

Although there is a fund supported by park owners and homeowners to pay for the original arbitration, appeals must be paid for by the city.

With this knowledge, homeowners at Rancho acquired pro bono help for the city from a large S.F. Law Firm when the owner appealed an arbitrator’s decision. I was informed by a member of that firm that their resources were not being properly utilized, so the city itself has only itself to blame for the inflated expense.

I am going to propose two changes to our ordinance that you might incorporate into yours if you adopt it. I would consult with Donald P Davis who I believe is still a member of your city attorney's firm concerning these changes. In a manual for Arbitrators written in 1994 Davis indicated that nearly half of an annual CPI increase went beyond inflation to "profit" for the park owner. I would suggest that you change the 100% CPI increase to 50 to 75% in the interest of fairness to the homeowner.

Also, our Social Security increases are based on the national CPI, while the park owner's annual rent increases are based upon the S.F.- Oakland Bay Area CPI which has been on average 20% higher over the past 25 years.

I would be glad to try to answer any other questions you may have.

Marvin Braun
21 Rockrose Lane
Calistoga, CA 94515

Phone 707 942-5317

marvinbraun@sbcglobal.net

Attention Mayor Galbraith, Vice Mayor White, Councilpersons Dohring, Ellsworth and Koberstein

My name is Maureen O'Neill. My husband Tom ant I moved to Vineyard Valley in the Year 2000.

We intend to live out our days here and believe the rent stabilization ordinance would give us some financial security we currently do not have.

We like the fact that the ordinance provides some control over the increase in lot rent if we would have to sell our home.

We like the fact that the rent increase is tied to the CPI. Even though our present lease provides only a 3% yearly increase there is no guarantee that at the end of our current lease the owners will not chose to raise it to a much higher level. This would cause a lot of us on fixed incomes to move.

There is no way to guarantee that the current owners will not sell the park. If the property were to be sold it is highly likely that the new owners will raise the rent as much as they want to as soon as our current lease runs out.

For these reasons and the fact that with the ordinance we have a choice of signing a long term lease or renting on a month basis I would ask that you approve this Rent Stabilization ordinance.

Sincerely,

Maureen O'neill

Maureen O'Neill
6 Del Campo Court
Sain Helena, CA.

Michael Merriman
4 La Cuesta Court
Saint Helena, CA 94574

August 4, 2018

Mark Prestwich
City Manager
City Of St Helena
1480 Main Street
St. Helena, CA 94574

Dear Mark,

As the discussion of the merits of a Rent Stabilization Ordinance (RSO) continues, it is important to point out the often-questionable steps that the owners of Vineyard Valley are taking to combat the passage of such an ordinance.

1. Upon learning of the city's desire to move this ordinance in a meeting with you on Tuesday, July 10, 2018, they embarked on an organized campaign that included the hiring of a paid lobbyist from their powerful park-owners' organization (WMA). [see attached]
2. On Friday, July 13, 2018, at the close of the business day/week, they distributed an inflammatory and divisive letter to all tenants, suggesting that this effort was somehow done in secret and it would behoove the tenants to search out the perpetrator(s). [see attached]
3. Ownership arranged for a meeting of all tenants, so they could present their position on Wednesday, July 18, 2018, a meeting that was chaired by the President of our Homeowners' Association (thereby intimating that the tenants' association was supportive of the owners' position). This meeting was highly contentious and, although Council Member Koberstein represented the city's position in a very logical and clear presentation, ownership played on the emotions of the tenants rather than presenting factual material. [see attached]
4. On Sunday, July 29, 2018, a letter was sent to tenants from ownership characterizing the RSO as "quite the stealth operation…" and asking tenants to begin a letter-writing-campaign to The City in *protest of the proposed RSO*. They even attached three example letters from which to crib. [see attached]
5. Another letter, July 30, 2018, was sent to the 19 lapsed residents that asked them to renew their leases (and waive their right to the RSO) because they might be saddled with a crippling assessment of fees should they operate under the protection of the RSO. [See attached scare tactic letter. I have been approached by two of these confused and panicked residents seeking clarification.]
6. On Friday, August 3, 2018, again at the close of the business day/week (a strategy in-and-of-itself) they sent, to all residents, another, second letter painting themselves as a "family owned and operated business" when, in fact, they are a corporation of faceless investors (LLC). In this letter, they point out that many family-owned wineries are being "scooped up by large corporate entities…" and they try to make the connection that fighting the RSO will prevent that fact here. ***In reality, this is exactly the reason that we NEED the RSO!*** [see attached]

Mark, I expect more action from ownership as they battle against the RSO. I would hope that The City and the Council maintain their firm resolve and move this important ordinance to the finish line. We need it for the protection of our futures and protection of Vineyard Valley as an affordable solution for senior housing.

Sincerely,
Michael Merriman
Vineyard Valley Tenant

July 21, 2018

To: Mayor Galbraith, Vice Mayor White, City Councilmembers Dohring, Koberstein and Ellsworth

CC: City Manager Mark Prestwich, Planning and Community Development Director Noah Housh

We want to thank you for your efforts to establish a Rent Stabilization Ordinance for Mobile Home Parks in St. Helena. We have read and discussed the proposed ordinance and have some questions and some suggestions.

1. Staff Report: The use of the term affordable housing was unfortunate. Some people here in Vineyard Valley thought you were meeting your affordable housing requirements "on the back of Vineyard Valley residents." The term Senior Housing or Senior Housing that is sustainable would be more acceptable and provide less opportunity for criticism.
2. Page 212 of 328 refers to Homeowners Representative and seems to indicate that this person would be part of a HOA. Our Homeowners Association is strictly social as designated in our Articles of Incorporation. We could find a suitable resident from our residents but he/she would not be part of the HOA.
3. Page 212 of 328 refers to Housing Service and that is a new category to us and likely to the owners. We had streets repaved last year and it was passed through to us as a Capital Improvement. This seems to indicate that it should be Housing Service. Actually, you talk about three classifications. Housing Service, Capital Improvements and Substantial Rehabilitation. This needs to be defined clearly and the definitions need to located close together in the definitions so they can be compared.
.
4. Page 216 of 328 item 2 refers to a space being exempted from he provisions of this Chapter because it is the subject of a rental agreement pursuant to California Civil Cod Section 798.17. We have read that Civil Code as well and still don't know what you are saying here. Please give us an example of what this means. Does this refer to Homeowners who choose to sign a lease?
5. Page 217 of 328 talks about the permissible annual increase in rent being the lesser of One hundred percent of the Percentage change in the CPI or Six percent of Base Rent. This is contradictory to pages 222 and 223. Please explain
6. Pages 222 and 223 of 328 discusses Net Operating Income adjusted to 75% of the CPI. The formula for Fair NOI is Base year NOI x (1 + .75) % change in CPI.
7. The CPI for June of 2018 for the Bay Area was at 3.9%. If we were to pay 100% of this we would be paying more rent than we do now. We would likely not accept this unless the 75% of the CPI were the metric.
8. Page 229 of 328 talks about fees for administration including the costs of mediation. First it says the City will assume the charges. Then it says the costs will be divided between the owners and the residents who have chosen the RSO program. This could become a stumbling block for people who are unsure whether to enroll in the RSO. In Calistoga they pay .87 monthly and the City uses this money to establish a fund for mediation. If a dispute rises to a higher level and goes to court the City has absorbed the costs. We don't know how you can modify what you have written but this needs to be modified.

9. We need some explanation of 9.24.080 on page 218 of 328. First of all, does this only apply to renters with a lease because it says it applies "except a notice of Rent Increase pursuant to Section 9.24.070?" The second question is whether the owner is required to show things like water and garbage that are passed through to all tenant with absolutely no opportunity to view the original bill? Since we don't have individual water meters like they have in the Calistoga Mobile Home Parks we have always wanted more information. Again, if you sign up for the RSO you are not privy to this information, right?

We really appreciate your efforts to establish this ordinance and understand that it requires a great deal of research, and expertise to write the same. We would however, be ever so grateful if you could write things like this that consumers should read in some kind of language not requiring a Law degree to understand. This last comment is really directed at the City Attorney but we know he works at the pleasure of the City Council so you would have the power to change this. We remember when insurance companies started to write insurance policies in understandable language. We have encouraged VV residents to read this and after having read it three times without clear understanding it seems like maybe we made a mistake by encouraging people to read the document. It is always good to have a choice and this allows that to happen. It appears that our rent would go up more than it does now but we would have the protection necessary if the Park were sold and the owners would not be able to increase the lot rent if and when we sold this house. So, for people on fixed income they have to consider whether having an annual rent increase greater than it is now could be offset by the other two advantages of the RSO. Even the fees for arbitration as set forth in this ordinance could be a large burden. Once again thank you very much for your efforts.

Pat Dell and Grace Kistner

25 San Juan Court, St. Helena, CA. 94574

Cindy Tzafopoulos

From: Polly Keegan <pkeegan01@gmail.com>
Sent: Thursday, August 16, 2018 11:25 AM
To: Cindy Tzafopoulos
Subject: Mobile Home Rent Stabilization Ordinance

My name is Polly Keegan, I live in the Vineyard Valley Mobile Home Park.

I am FOR the ordinance named above, primarily to keep VV an affordable housing opportunity for many people. It has many options for opting in or out, and I feel it is fair and needed. Every time a new house sells, the owners raise the monthly rent fee significantly.

Some people in the Park are afraid that the owners do not wish to share their financials, and might sell the park rather than deal with government interference. Personally, I would like to view the "books" and understand where the +/- $2M a year money goes, and wonder why they do not provide this information.
Thanks very much,
Polly
7 San Ardo Court
707-927-6666

Cindy Tzafopoulos

From: Kinney / VanNett <Steveandmae@comcast.net>
Sent: Wednesday, August 15, 2018 8:10 AM
To: Mark Prestwich
Cc: Cindy Tzafopoulos
Subject: Rent Stabilization

August 15, 2018

The City of St. Helena
1480 Main St
St Helena, California

Rent stabilization Ordinance

I am writing in support of the Rent Stabilization Ordinance. I feel this is a very important issue to the longevity of The Park and I would like to share my feelings on the matter.

First, let me state unequivocally that I love Vineyard Valley. Its beauty and sense of community are what attracted me. I am looking forward to spending the rest of my life here.

There has been a lot of talk concerning the Rent Stabilization Ordinance. A lot of it seems to ignore some basic financial issues facing us. In the last two years my fee has increased over 20%! To me this is an unsustainable growth pattern. I am fearful that I may not be able to afford to stay here if this continues

Much of the "maintenance", touted by Ownership, has been long overdue. Much of what's been done, pool, spa, etc., was due to their falling apart. Also, we are bearing a significant part of the tab for these "improvements". Again, look at the added fees for road and water. We have not had much, if any input, on these changes and decisions. Maybe it is the cynic in me, but I also feel that all these projects happening at once, points to a sale or re-organization of ownership.

I am happy that these issues have come to the attention of the city of St. Helena, and that they are working to keep this Park affordable for all of us

Steven Kinney
6 La Canada
St Helena, California

July 31, 2018

City of St Helena
Geoff Ellsworth
1480 Main St.
St. Helena, Ca. 94574

Mr. Ellsworth,

I am writing to you to let you know that as residents of Vineyard Valley we do not support the rent control ordinance that is under consideration by the city council. The park is run beautifully and is the most affordable housing option in St. Helena. We do not need another costly layer of government bureaucracy when there is an existing option of a long term lease that insures affordability. It is my understanding that the vast majority of VV residents are not in favor of rent control.

Tom Corkill
Leanne Corkill

Tom & Leanne Corkill
20 Del Rio Court
St Helena, Ca. 94574

Cindy Tzafopoulos

From:	Anita Peters <anitamons@gmail.com>
Sent:	Monday, July 23, 2018 9:09 AM
To:	Cindy Tzafopoulos
Subject:	NEW BUSINESS: Rent Control for Vineyard Valley Mobile Home Park.

>>>> Dear St.Helena City Council Members,
>>>>
>>>> Vineyard Valley has been my residence for over two years. The grounds, amenities, security, improvements and maintenance are excellent.
>>>>
>>>> A resident of one of the Calistoga mobile home parks and an employee of one in Windsor told me that rent control has caused a decline in their services. Enforcement of rules and regulations in these two mobile home parks has also become lax as a result of not having the money to hire managers.
>>>>
>>>> A long term lease is favorable to me. I am worried that rent control may create a myriad of state regulations that will result in the deterioration of all the services I appreciate at Vineyard Valley Mobile Home Park.
>>>
>>> Vineyard Valley is a community and all residents must have a voice before the city government decides to impose an ordinance of any type.
>>>>
>>>> Sincerely,
>>>>
>>>> Anita M. Peters
>>>> 8 Los Robles Court
>>>> St. Helena, Ca. 94574
>>>>
>>>>
>>>>
>>>>
>>>>

August 1, 2018

To the Mayor & City Council of St. Helena,

We absolutely oppose the proposed Rent Stabilization Ordinance for Vineyard Valley Mobile Home Park. The owners & staff of Vineyard Valley are doing their job in maintaining a beautiful Park. This proposed ordinance will only bring discord & distrust.

NO, NO, NO, DO NOT ALLOW THIS ORDINANCE TO PASS!!!

Sincerely,

Ronald J Burns Stephanie S Burns

Stephanie & Ron Burns
4 Del Campo Court
St. Helena, Ca 94574

Nora O'Neill
37 Laguna Seca Court
St. Helena, CA 94574

July 31, 2018

The City Council
City of St. Helena
1480 Main Street
St. Helena, CA 94547

Members of the City Council:

I am writing to you in connection with your consideration of rent control for Vineyard Valley.

World-renowned economist Thomas Sowell, PhD, Economics, Senior Fellow at the Hoover Institute at Stanford University, has said, *"The biggest economic fallacy of housing is that 'affordable housing' requires government intervention."* Below is a synopsis of Dr. Sowell's comments on rent control, taken from an interview he did on February 10, 2014, in connection with his book, ECONOMIC FACTS AND FALLACIES:

> *Before rent control was enacted, there were more people living in housing and government housing projects in San Francisco and New York City than there are now. San Francisco and New York City have had rent control for many, many years. Today, these 2 cities have the highest rent prices in the United States.*
>
> *With rent control, people either reduce the number of houses they build, or they stop building houses altogether because, with rent control, there is no longer an incentive to invest in housing; and, they put their money elsewhere, such as in stocks and bonds.*
>
> *Rent control leaves political authorities with the predicament of having no new houses being built while, at the same time, the old houses are wearing out, usually wearing out faster under rent control because the landlords don't have the incentive to keep up the properties as much.*
>
> *So, the politicians say, we are trying to protect the poor, so we won't regulate luxury housing. Of course, affordable housing and luxury housing both use the same labor and materials. Consequently, in this situation, all the labor and materials that would have gone to ordinary housing goes to luxury housing because that is where the money can be made, hence, no new ordinary housing is being built.*
>
> *Before government intervention became pervasive in the housing markets, we find people were paying a smaller percentage of housing at the beginning of the 20th Century than at the end of the 20th Century.*
>
> *1901 -- housing was 23% of the average American family's spending*
>
> *2003 -- housing was 33% of a far larger amount of the average American family's spending*

> *What happens is that the politicians end up restricting the amount of housing that can be built; and, the basic law of supply and demand dictates that if you restrict the supply while the demand is growing, the prices will go through the roof.*
>
> *WHO BENEFITS FROM THE RENT CONTROL ARRANGEMENT?*
>
> *The politicians gain most of all – they get the reputation of being for the poor and downtrodden, they are setting aside "affordable housing" units, they are preventing some evil landlord from raising the rent through rent control, and they are able to keep the public paranoid that, if they take away the rent control, there will be sky-high pricing. So, the politicians gain from this.*
>
> *Both the landlords and the tenants lose. They lose in different ways and to different extents. Tenants lose because they cannot find a place to live; landlords lose because they do not make the profit they would have made otherwise. In addition, the builders lose because there is no demand for building condos and apartments if no one can make a profit from it.*
>
> *Where builders are allowed to construct homes and apartments without severe government restrictions, even growing populations and rising incomes do not cause housing prices to shoot up because the supply of newly constructed housing keeps up with the growing demand. Example: Contrast Houston vs. San Francisco:*
>
> > *In 2014 it was estimated by a real estate company that the average house in Houston cost $155,000, while the average house price in San Francisco was $1.5 million. Houston does not have zoning laws; however, in California, there are many, many laws and regulations, planning commission reviews, hearings, expensive fees every step of the way, etc., etc.*

Let's review why this housing shortage exists in St. Helena. A lot of the problem stems from the Ag Preserve back in the 1980's, where one of the "selling points" of the Ag Preserve to the voters at the time was to "keep Napa Valley from being filled with condos and apartments, which would make Hwy 29 a parking lot!" Consequently, with the Ag Preserve in place, the development of Napa Valley was practically all focused on vineyards and wineries, with hardly any thought given to the future need for housing.

We have ended up with tons of vineyards and wineries, yet all of their employees (plus the teachers, restaurant workers, general business employees, and city employees) need housing; but, there is no housing because of the Ag Preserve's resultant limit on condos and apartments. Instead, everyone put in vineyards and wineries, and the builders were left with only building wineries and luxury homes for the rich. Worst of all, not only is Hwy 29 now a parking lot for traffic, but also, the Silverado Trail is now a parking lot because of the employees who have to commute to their jobs due to the lack of housing.

Adding rent control to this mix only makes the housing problem worse – it does not fix the cause of the problem, but only adds a Band-Aid. Thus, no end is in sight for the lack of housing, which will go on, and on, and on.

As I advised you at the July 24, 2018, City Council Meeting, Vineyard Valley is an idyllic setting in this beautiful little town, and the owners are exceptionally good landlords, who work hard to keep the idyllic nature of The Park intact, making residents feel at home and keeping the cost of living there affordable. We enjoy a beautiful swimming pool, hot tub, club house, putting green, walking trails, game rooms, exercise gym, workshop, library, and Park social events, not to mention the beautiful overall garden environment. I have lived in Vineyard Valley for 7 years and have never had a problem. Whenever I have had a question about something, the staff has responded promptly and efficiently to answer it.

At the emergency meeting held at Vineyard Valley to inform us on this subject, it appeared that 90-95% of the homeowners had been blindsided by this whole matter. It seems the rent-control concept came about in response to a small few and not the vast majority of the residents. The residents of Vineyard Valley are in no need of Government intervention and oversight.

The added costs brought on by increased staff time required to handle the regulatory oversight of this rent-control concept would be an unnecessary burden to the City of St. Helena <u>and</u> to the owners of Vineyard Valley and would have a negative effect on our home values and our living environment. None of this is needed, and none of it should be pursued.

Does the City of St. Helena want to lead the whole Napa Valley down the cumbersome, highly regulated, and costly road that rent control would lead to? Rent control is not a good option for St. Helena nor for the Napa Valley.

The housing problem needs to be met head on. I think it would be a good thing for you to investigate encouraging landowners, through tax incentives, etc., to build some apartment buildings on some of their property. Also, I think the wineries should work together to build housing – they have the land, and they are the major cause of this housing shortage. Perhaps they could take half of their proceeds from their wine auction every year and build housing to alleviate the problem they are responsible for creating. If the wineries can afford to pay $90,000 every year to completely rebuild the 9th hole at Meadowood, after it is damaged from the Wine Auction, they can certainly afford to build housing throughout this Valley. They have a big responsibility for this housing shortage in Napa Valley, and they should be willing to help solve the problem.

Thank you,

Nora O'Neill

I am Nora O'Neill, and I live in the Vineyard Valley Home Park. I am here tonight to support Mr. Greg Reynolds and the owners of Vineyard Valley and to urge the members of this City Council to cease their "Review and Discussion" of unneeded rent control in this privately owned home park.

Vineyard Valley is an idyllic setting in this beautiful little town, and the owners are exceptionally good landlords, who work hard to keep the idyllic nature of The Park intact, making residents feel at home and keeping the cost of living there affordable. We enjoy a beautiful swimming pool, hot tub, club house, putting green, walking trails, game rooms, exercise gym, workshop, library, and Park social events, not to mention the beautiful overall garden environment. I have lived in Vineyard Valley for 7 years and have never had a problem. Whenever I have had a question about something, the staff has responded promptly and efficiently to answer it.

At the emergency meeting in the Park last Wednesday to inform us on this subject, it appeared that 90-95% of the homeowners had been blindsided by this whole matter. It seems the rent-control concept came about in response to a small few and not the vast majority of the residents. The residents of Vineyard Valley are in no need of Government intervention and oversight.

The added costs brought on by increased staff time required to handle the regulatory oversight of this rent-control concept would be an unnecessary burden to the City of St. Helena and to the owners of Vineyard Valley and would have a negative effect on our home values and our living environment.

None of this is needed, and none of it should be pursued. Again, the overwhelming majority of residents in the Park were not aware of and do not support this potential regulation. Thank you.

Cindy Tzafopoulos

From: lupejazz <lupejazz@sbcglobal.net>
Sent: Tuesday, July 24, 2018 4:46 PM
To: Cindy Tzafopoulos
Subject: Rent Stabilization aka Rent Control

Dear Miss. Tzafopoulos,

RE: RENT STABILIZATION AKA RENT CONTROL

Allow me to introduce myself, my name is Lupe Bengel. I, along with my husband David Bengel, are residents of beautiful, Vineyard Valley (VV) here in lovely Saint Helena, since approximately, January 2006. And, I would like to share with you and City Council of St. Helena the following.

Before we purchased our home we read, and then had an in person meeting with Vineyard Valley (VV) mgmt., making sure we understood our lease/rent agreement. We were owners of our house BUT, not the land it sits on.
Our yearly basic base Space rent (MINUS: water, sewer surcharge and garbage) is calculated at 3% per a formula devised to be fair by Owners. And, we agreed, signed and understood what this land lease for our house with VV entailed. So far, the land rent formula is working. And, so far, we are able to financially afford this formula. Also, one can see by the beautification projects of the past, present and current maintenance of VV grounds and amenities, that our current owners and management are fair and diligently work at making and keeping VV a desirable and unique mobile home park. The best in the West!

If you haven't yet had the opportunity to visit our beautiful, peaceful and welcoming Vineyard Valley Mobile Home Park, please do so.

Therefore, in regards to the subject of "Rent Stabilization aka Rent Control" being proposed before the City Council of Saint Helena at tonight's Council meeting, my husband and I, are expressing this proposal is NOT FAVORABLE in our humble opinion.

Respectfully,
Lupe and David Bengel
11 Laguna Seca Court
Saint Helena, CA
707-312-9062

Sent via my Samsung Galaxy, an AT&T 4G LTE smartphone

Cindy Tzafopoulos

From: Mariam Hansen <wartuhi@comcast.net>
Sent: Monday, July 23, 2018 12:57 PM
To: Cindy Tzafopoulos
Subject: July 24 10.1

Dear City Council,

It came as a great shock to most Vineyard Valley residents to learn that a rent control ordinance was to be considered on July 24. Friday 13th July lived up to its name. I'm told that a small group of VV residents have been working on it with the city and that it came about because Erika Sklar from Our Town St. Helena said it should.

According to some, residents of Vineyard Valley are clamoring for rent control. This is probably not the impression Councilwoman Koberstein got when she attended a community meeting at Vineyard Valley on July 18. Almost everyone is very happy with the way Vineyard Valley LLC has treated them. When admonished for not informing the public that a rent control ordinance was being written, Councilwoman Koberstein stated it was the fault of Vineyard Valley residents for not knowing what the city's goals are!! Let the residents have a voice—put it to vote!!

Everyone who moves into Vineyard Valley (VV) signs a lease of at least 7 years. State law says rent control does not apply to mobile home park lots covered by an agreement longer than 12 months.
At the end of each lease term the VV office automatically sends out a new lease to be signed. Tenants have a choice to sign or not. Out of about 250 lots, only 19 do not have a lease.

Leaseholders know with certainty their rent will go up 3% a year.

Just look at the new bureaucracy the city must pay for:

-New rent review officer must be appointed.
-City must register each lot and collect a regulatory fee -set anniversary date for all rent increases
-set regulatory fee
-choose Consumer Price Index date
-verify CPA documentation submitted by landlord
-Accept petitions from tenants objecting to rent increase
-Organize a hearing for petitioners -Collect petitioners and landlord processing fees
-Assign a hearing officer to a petition
-Receive notice from landlord as to which lots are subject to rent increase
--Review petitions and verify requirements are met -Assign mediator and set meeting with tenant and landlord
And more

Keeping St. Helena affordable is certainly a lofty goal, but economic forces beyond the control of the city government are jacking up the cost of living in St. Helena. Every time the Chamber of Commerce sends out an email they advertise St. Helena lifestyle. Visitors become buyers and bid up the cost of even the most modest house. The city itself is responsible for the panic that ensued in VV over the astronomical water and sewer rate increase last year and more increases are yet to come. City is responsible for requirements that jack up the cost of building anything in town. City rules allow multiple middle class houses to be demolished every week, to be replaced by luxury homes. Example: 1814 Spring, 1504 Stockton, etc. Just walk from Spring down Allyn.

May long time residents are fed up with the growth in tourism, tech millionaires, traffic, living costs. They are tired of the deserted neighborhoods on week days and influx of partiers on the weekend. Yet they are happy to sell their property for an astronomical sum and move out of state. Congressman Mike Thompson's cousin is the latest one to announce his departure.

Rent control in Vineyard Valley will not put a dent in any of this.

Best wishes,
Mariam Hansen

September 18, 2018

To Mayor Alan Galbraith, All Council Members, and Mark Prestwick, City Manager.

We the undersigned, as residents of Vineyard Valley, are against the proposed "Rent Stabilization Ordinance" for the following reasons:

"If it ain't broke don't' fix it"

We trust the intentions of park management and feel the improvements that have been made recently were done so out of love for the Park and its residents and NOT because management had any intentions of selling the park. The management has given us no reason to believe they will sell the park. This is a family owned park, with family members living here and encouraging their friends to buy homes here.

The rent stabilization process was flawed from the beginning. Everyone MUST HAVE the same knowledge and input in the beginning for the process to have satisfactory results and for ALL and NOT just a few people with their own views. This did not happen.

Vineyard Valley is not like any other manufactured home park and should be treated as such.

We are unique in that Vineyard Valley is more like a magically landscaped park with amazing amenities that include:

- beautiful landscaping including a total of 815 trees (191 Redwood trees, 139 Maple trees and 485 misc. trees)
- a wonderful pool and pool setting along with water aerobics and a hot tub and spa & newly remodeled bathrooms.
- a sauna
- a bocce court
- a very large landscaped koi pond with water lilies and water fountains
- a well-supplied work-out room (recently upgraded and remodeled) and weekly yoga classes
- a beauty salon
- a wood work shop
- a clubhouse for our social activities
- 4 fulltime gardeners.
- walking paths lined with trees and flowers
- night security
- a library
- a pool room
- kitchen facilities

All of this is paid for and maintained by management. Recent capital improvements include a new emergency pump system, refurbished pool and spa including new bathrooms and showers, newly renovated gym with new equipment, replacement of trees along the main street, and last but not least, management has hired an arborist. All these improvements have been provided by management with no cost to residents

In 2017 the park did a capital improvement by paving our streets and residents were asked to pay a $8.40 monthly pass through over a period of 15 years.

We believe we are already on rent control. We know every year we pay 3% more annually and can budget accordingly. We also have long term leases ranging from 7 to15 years. This provides a sense of security and minimizes anxiety that would come with monthly or annual leases. As seniors, anything that can mitigate fear and anxiety is important to our well-being.

Point of fact: the rate of increases in Vineyard Valley has been 3% for over forty years under the same owners!!!!!!!!! Now that is data that should matter!

We are not convinced that if the park were sold that rent stabilization would work. Should this happen there would be a property appraisal and the new owners would have the right to make a profit, passing the increase to residents.

And who needs the bureaucracy and hassle of this ordinance? For example:

- New rent review officer must be appointed
- City must register each lot and collect a regulatory fee-set anniversary date for all rent increases
- Set a regulatory fee
- Choose CPI data
- Verify CPA documentation submitted by landlord
- Accept petitions from tenants objecting to rent increase
- Organize a hearing for petitioners and collect petitioners and landlord processing fees
- Assign a hearing office to a petition
- Receive notice from landlord as to which lots are subject to rent increase
- Review petitions and verify requirements are met and assign a mediator.

Sounds like a lot of bureaucracy to us not to mention the expense to the city of Saint Helena, paid for by it's taxpayers.

Because of the constant efforts by the owners and management to care for, beautify, and improve the park, we have been very fortunate to see our homes go up in value. We do not want to do anything that would impact our future.

Also, we do not want to do anything that would impact the quality of care and improvements the management provides currently which has resulted in increasing the value of our homes.
If the park owners and management feel that the administration of rent stabilization becomes too burdensome and costly to manage, will this incite them to consider selling Vineyard Valley.

For those long-term residents who are having financial hardships, the management has and would be willing to work with those individuals.

And last, residents in Vineyard Valley represent a significant bloc of voters in Saint Helena. We should have a voice!

Please hear us, we are more than satisfied with what we have in ownership, management and our rent. WE HAVE NO EVIDENCE THAT THIS WILL CHANGE!

	First Name	Last Name	Address	Signature
1	Rosalie	Blumberg	2 San Ardo Ct.	Rosalie Blumberg
2.	Lydia	Plotkin	27 Redondo Ct.	[illegible]
3	Carla	Holm	8 San Juan Ct.	Carla C. Holm
4.	Myrna	Caratti	3 San Juan	Myrna Caratti
5.	Elizabeth	Green	2 Laguna Seca Ct	Elizabeth Green
6.	Lois	Bloom.	21 Redondo Court	Lois Bloom
7.	Danny	Bloom.	21 Redondo Court	[illegible]
8.	Jan	Craven	46 Laguna Seca	Jan Craven
9.	Robert J.	Fitzgerald	6 Del Monte Ct	[illegible]

First Name	Last Name	Address	Signature

10. Julie Fitzgerald 6 Del Monte Ct JULIE FITZGERALD
11. Linda Messenger 5 Del Monte Ct LINDA MESSENGER
12. Laurel Giuliani 22 REDONDO Ct. LAUREL GIULIANI
13. Sheridan Dorame 14 DEL RIO CT, ST HELENA
14. Joyce Brok 15 Redondo Ct. St. Helena
15. Ron + Vera Postana 5 DEL RIO CT. ST. Helena
16. Vic & Pierrette Simpson 2 Del Campo Ct St Helena
17. Rhonda Primm 1 San Ardo Ct. St. Helena
18. John Polley Here Laguna Seca Ct
19. George Bata – 18 San Lucas
20. Emmy Bata 18 San Lucas Ct.
21. PAUL BLUMBERG 2 San Ardo Paul Blumberg
22. Catherine Carmody 20 San Juan
23. Bill Snyder 20 San Juan Ct
24. Rodney B. Green 2 LAGUNA SECA COURT.

First Name	Last Name	Address	Signature
25. Diana	Mauli	16 Redondo Ct.	D Mauli
26. Diane	Mahoney	10 Del Rio Ct	Diane Mahoney
27. Janeen	di Riemzo	10 Redondo Ct	[illegible]
28. Cheryl	Olsen	19 Laguna.	
30. [illegible]	[illegible]	19 Laguna Seca	Ferene Brunner
31. Suzanne	Day James	32 Redondo Ct	
32. Denise	[illegible]	7 Redondo Ct	
33. Cameron	Fraser	6 Redondo Ct.	
34. Marie	[illegible]	25 Redondo	
35. Henk	Brok	15 Redondo	
36. Mary	Aiello	7 Del Monte Ct	
37. Jeanette	Aiello	7 Del Monte Ct.	
38. [illegible]	[illegible]	11 San Lucas	

	First Name	Last Name	Address	Signature
39.	~~Titus~~ Linda	Titus	38 Laguna Seca Ct.	Linda Titus
40.	TOM	VENCE	22 SAN LUCAS CT	Thomas W Vence
41.	STEVE	McNAbb	4 Del Rio CT	[illegible]
42.	CHUCK	STIELAU	18 LOS ROBLES	[illegible]
43.	Edigahiel	Adame		
44.	MICHAEL	BURNS,	11 San Juan CT.,	Mike Burns
45.	JEANNINE	BURNS	11 SAN JUAN ct	Jeannine Burns
46.	Susan	Ernst	14 San Juan Ct	Susan A. Ernst
47.	NORA	O'Neill	37 Laguna Seca Ct.	Nora E. O'Neill
48.	Monty	Dehnert	6 San Lucas Ct.	[illegible]
49.	Barbara	Dehnert	6 San Lucas Ct.	Barbara Dehnert
50.	DIANA	LAVAGNINO	7 LOS ROBLES	Diana M. Lavagnino
51.			36 Laguna Seca Ct.	Jeanne Wilson

	First Name	Last Name	Address	Signature
52.	Angie	De Pury	[illegible] Laguna Seca	[illegible]
53.	MIRIAM	HESS	8 LAGUNA SECA	Miriam Hess
54.	Ann	Camacho	18 Del Rio Ct.	
55.	FRED O	CAMACHO	18 Del Rio Ct	Fred O Camacho
56.	Carol	McWilton	# 55 Laguna Seca	
57.	TOM	WILSON	# 55 LA Guna Seca	Tom Wilson
58.	John	Morrison		
59.	Margaret	O'Fallon	57 Laguna Seca	
60.	Katherine	McDonald	14 Redondo Ct.	
61.	Oleta	McGrath	4 San Lucas	
62.	[illegible]		17 DEL Rio Ct.	
63.	Lori O.	Vrabel	17 DEL Rio Ct.	
64.	Julia	Pearce	12 San Lucas Ct	
65.	[illegible]		1 San Juan Ct	

	First Name	Last Name	Address	Signature
66.	Debra	Austin	1 San Juan Ct	
67.	Andrée	Bryan	39 Laguna Seca Court.	Andrée U. Bryan.
68.	Gail	Cresick	15 San Juan Ct.	[illegible]
69.	David W. Bengel		11 Laguna Seca Ct	
70.	Lupe M.	Bengel	11 Laguna Seca Ct	
71	Kim	Young	12 Del Rio Ct.	
72	Diane	Bam	12 Del Rio Ct. St. H.	
73	SHERYL	FOEHN	7 SAN JUAN CT.	Sheryl Foehn
74	Silvia	Segura	1 Laguna Seca Ct.	Silvia Segura
75	Miguel	[illegible]	1 Laguna Seca Ct.	
76.	Doug	Bontje	2 Los Robles Ct.	[illegible]
77.	Katherine	Bontje	2 Los Robles Ct.	
78	Emma	Miller	16 San Juan.	

	First Name	Last Name	Address	Signature
79.	Paul	Sculatti	1 La Cuesta Ct.	Paul Sculatti
80.	Kay	Fechter	12 LaCuesta	Kay Fechter
81.	Hilda	Bettinelli	" " "	Hilda Bettinelli
82.	Frances	Craw	1 Los Robles Ct	Frances Craw
83.	Anita	M. Peters	8 Los Robles Ct.	Anita M. Peters
84.	Don	Clark -	19 Los Robles Ct,	Don Clark
85.	Victoria	A. Buckle -	19 Los Robles Ct, St. Helena	Victoria A Buckle
86.	Judith	Pohlers,	24 San Juan Ct,	Judith Pohlers
87.	Janet	Weitz,	12 Los Robles Ct.,	Janet Weitz
88.	[illegible]		51 Laguna Seco Ct.	
89.	[illegible]		51 laguna Seco ct	

	First Name	Last Name	Address	Signature
90.	Terry A.	Maurer 9/12/18	#19 Redondo Ct. 94574	
91.	Mary Ann	Maurer	#19 Redondo Ct. 94574	

First Name	Last Name	Address	Signature
92. TREVOR	BARLOW	14 LOS ROBLES	[signature]
93. Dennis	Mailly	7 SAN LUCAS CT	[signature]
94. ANN	MAILLY	7 SAN LUCAS CT	[signature]
95. Judy	Calish	40 Laguna Seca	Judith Calish
100. Thelma	Stratton	~~3~~ 223 San Lucas	Thelma Stratton
101. Tom	CORKILL	20 Del Rio	Tom Corkill
102. Leanne	CORKILL	20 Del Rio	Leanne Corkill
103. Mariam	~~H. Hansen~~ Hansen	5 San Lucas Ct.	M Hansen
104. DORIS	Musler	1 San Lucas Ct	D Musler
105. Dennis	Hansen	5 San Lucas Ct.	[signature]

	First Name	Last Name	Address	Signature
106.	TIM	BROWNFIELD	2 SAN LUCAS	[signature]
107.	CARROLL	COTTEN	1 DEL RIO	Carroll Cotten
108.	CAROL	HAVENS	21 LAGUNA SECA	Carol Havens
109.	Thomas	Ringenberg	9 Los Robles	Thomas R
110.	Barbara	Ringenberg	9 Los Robles	Barbara R
111.	Belinda	June	20 Laguna Seca Ct.	Belinda June
112. 7	GUY	ARONSON	20 Laguna Seca Ct.	Guy Aronson
113.	Robyn	Orsini	3 Los Robles Ct.	Robyn Orsini
114.	JOSEPH	ORSINI	3 LOS ROBLES CT.	J Orsini
115.	MARK	SIOBAL	20 LOS ROBLES	[signature]
116.	Judith	Greene	20 Redondo Ct.	Judith Greene
117.	GERRY	GALLAGHER	23 San Juan	(by Suzanne James)
118. 13	ELLEN	COTTEN	1 Del Rio	Ellen Cotten

	First Name	Last Name	Address	Signature
119.	Ed	STARK	29 Redondo	Ed Stark
120.	SUSIE	STARK	29 Redondo	Susie Stark
121.	JENNY	MOSHER	12 Redondo	J Mosher
122.	Leona	Batchelor	11 Redondo	L Batchelor
123.	Enid	Pott	5 San Ardo Ct	Enid Pott
124.	JOHN	BRENKLE	8 Redondo Ct.	John Brenkle
125.	ROBERT	WAGGENER	3 REDONDO CT.	Robert Waggener
126.	SHARON ~~ROBER~~	WAGGENER	3 REDONDO CT.	Sharon Waggener
127.	Margaret	O'Fallon	57 Laguna Seca Ct	
128.	Anne	Stridley	6 Laguna Seca Ct	
129.	Bert	Stridley	6 Laguna Seca Ct.	
130.	Nancy	Dubshaw	2 La Canada Ct	Nancy Calva
131.	L. JOAN	Rogers	3 La Canada Ct	SHH
132.	Lou	Marini	10 Los Robles	
133.	LEONA	MARINI	10 Los Robles	
134.	Vivian	Robison	35 Redondo Ct	Vivian L Robison
17	Kenneth	Robison	35 Redondo Ct	Kenneth Robison

(17) 135.

	First Name	Last Name	Address	Signature
136.	NANCY	BEATON	34 REDONDO CT	Nancy Beaton
137.	Jean	Bianchini	1 Redondo Ct.	Jean G Bianchini
138.	DAUNA	CURRIE	25 REDONDO CT.	Dauna R. Currie
139.	Pat & Carl	Myers	3 San Ardo	Patricia Myers
140.	✓			Carl K Myers
141.	Joy A.	Peters	17 Redondo	JOY A. PETERS
142.	Berta	Berger	26 Redondo	Alberta Berger
143.	mick	Berger	26 Redondo	mick Berger
144.	Marsha	Maxcy	31 Redondo	MARSHA MAXCY
145.	Norman L.	James		NORMAN L. JAMES

November 5, 2018

City Council
St. Helena, California

Dear Council Members,

As a resident of Vineyard Valley MHP, I would like to comment on the letter dated November 2, 2018 sent to you by Anthony Rodriguez, Esq. on behalf of the LLC which owns this park.

Someone should take a closer look at the figures that Anthony Rodriguez, Esq. uses in the third paragraph of page 5, and at how the calculations were done.

We bought our house through the Vineyard Valley Mobile Home Park sales office in June of 2004. As reflected on our original lease, the monthly rent was $600. We now pay $1050. per month. Of course, that includes various surcharges on services, but it also includes payments on a “pass through” of a loan made by VVMHP which was amortized over a fifteen year period. The standard Vinyard Valley lease, on page 3 of 8, item d) states that the amortization rate for a loan of over $75,000. is 10 years. This makes the renters in the park liable for 60 more months of payments that go towards the interest on the loan which was obtained without any approval by the lease holders.

The loan for capital replacement/improvement goes beyond offsetting the cost of actual replacement/improvement. When a loan is amortized over 15 years, as opposed to a 10 year amortization, the balance between the interest on that loan and the loan principal shifts dramatically, meaning that the residents who are paying for this loan are paying many thousands of dollars more than necessary, and for 5 years longer than stated in their leases.

I doubt that there is more than a couple of residents that are paying $600. to $800. per month rent. I also find it hard to believe the range of rents paid by recent home purchasers is as low as stated. These figures are used in subsequent pages to come up with a calculation that, in my opinion, is used to justify what appears to be the main argument of Mr. Rodriguez’s position: that the problem with the rent control ordinance is that it doesn’t allow the LLC investors to make as much money on their investment as they feel they should. Was the percentage of return on their investment guaranteed by someone? On page 13 Mr. Rodriguez seems to say that the 40+ investors in the LLC are at a disadvantage because they don’t make as much money on their investment as the average resident of VV makes in income. This is after stating earlier in his letter about how the average resident in VV is a millionaire! (page 10, third paragraph), and “Although the overwhelming majority of the tenants at Vineyard Valley have significant income and/or assets” (Page 12, Item H). Was a high percentage of return on their investments guaranteed by someone? Is that the “business model” that is referred to?

It seems to me that the ultimate “business model” for this LLC is to rid themselves of the older residents, either through attrition or other means, who aren’t paying what they consider enough rent, in order to attract a better quality of residents who are able and willing to pay significantly higher rents in order to make their business more profitable and satisfy their investors expectations of a high return on their speculation. Is that how “free enterprise” works?

Many, many years ago I majored in business, but I have never heard of a “business model” like this that was not considered to be discriminatory and predatory.

James Wayson
8 Del Rio Ct.
St. Helena, California

Cindy Tzafopoulos

From: Mary Koberstein
Sent: Tuesday, November 06, 2018 7:37 AM
To: Mark Prestwich; Cindy Tzafopoulos
Subject: Fwd: Vineyard Valley Rent Control Ordinance

Another . . .

Mary Koberstein
St Helena City Council Member
207-542-5035

Sent from my iPhone

Begin forwarded message:

> **From:** marie hungler <marieh837@hotmail.com>
> **Date:** November 5, 2018 at 5:43:39 PM PST
> **To:** "citycouncil@cityofsthelena.org" <citycouncil@cityofsthelena.org>
> **Subject: Vineyard Valley Rent Control Ordinance**
>
> Gentlemen and Lady of the City Council:
>
> I am writing this email because I will not be able to attend the CityCouncil meeting on Nov. 13 at which my hunch is that you will vote in the Rent Control Ordinance referenced above.
>
> I'm pretty sure my objection to this Ordinance makes no difference to you although you are elected to represent me, not tell me what is good for me. I feel totally blindsided by my city government! This particular Ordinance is the brain child of a few Vineyard Valley residents who are acting out of fear. Why their will should prevail over the majority of residents who are opposed to the Ordinance is a real mystery to me.
>
> Does that sound like Democracy to you?
>
> Marie Hungler
> 25 Redondo Ct.

ANTHONY C. RODRIGUEZ
ATTORNEY AT LAW
1425 LEIMERT BOULEVARD
SUITE 101
OAKLAND, CALIFORNIA 94602 -1808

TELEPHONE (510) 336-1536
FACSIMILE (510) 336-1537

November 2, 2018

The Mayor and City Council
City of St. Helena
1480 Main Street
St. Helena, California 94574

Re: <u>Objections to Proposed Mobilehome Rent Control Ordinance</u>

Dear Mayor and City Council Members:

This office represents the owner of Vineyard Valley Mobilehome Park, which is a 216 space manufactured housing community located at 290 Pope Street in St. Helena, California. I am writing to object in the strongest possible terms to the proposed rent control ordinance, which will regulate rents at my client's property, but no other property within the City limits.

First, the proposed ordinance arbitrarily presumes that adjusting 2017 profits by 75% of the increase in the inflation rate will result in a fair return in all future years. If that provision is adopted, my client will have little chance of earning a profit in excess of the amount it earned in 2017, thereby creating a disincentive to stay in business.

Next, although much of the park's infrastructure is nearing the end of its useful life, the proposed ordinance does not guarantee the "pass through" of capital improvement costs. As my client has no interest in operating a park where rents cannot be increased to recover the cost of major rehabilitation projects, the failure to guarantee such "pass throughs" creates another disincentive to remaining in business.

Perhaps most important of all, for many years my client has refrained from raising the rents of long term tenants to the market rate. Instead, my client only increased rents to market when new tenants moved into the park, because new tenants were free to either accept or reject those rents. Because the proposed ordinance does not allow rents to be increased when new tenants move in, it would destroy my client's business plan, creating still another disincentive to continue operating as a mobilehome park.

Should my client decide to close the park, the tenants will have no place to relocate their mobilehomes, as few parks accept "used" mobilehomes. Although the City may try to calm the tenants' fears by attempting to force my client to buy their mobilehomes, any such attempt is certain to fail. In addition to the fact that such a forced purchase would almost certainly be unconstitutional, my client simply does not have the more than $60,000,000 it would take to buy those 216 homes at their current fair market value. As a result, the tenants are likely to receive pennies on the dollar in the event of a closure, if they receive anything at all.

As you may know, my client has developed strong working relationships with many of the tenants at the park over the years. In fact, more than 145 of those tenants share my client's concerns, opposing the proposed ordinance in no uncertain terms.

One of the reasons the City appears to have misjudged the demand for rent control at Vineyard Valley is that many of the residents have significant assets, in part because they have been able to sell their former homes for a significant profit. Although not every tenant at the park is "wealthy," it must be stressed that the average net worth of those who have moved into the park during the past three years is in excess of $1,000,000, while almost thirty of the spaces are occupied by "second homes," owned by people who live at the park on a part time basis.

In addition to creating a disincentive for my client to remain in business, the proposed ordinance is virtually certain to create an adversarial relationship between the parkowner and the tenants, pitting one side against the other over each and every dollar. As many of the tenants relocated to St. Helena to enjoy a relatively stress free retirement, it is hard to imagine how an endless stream of litigation over such issues will enable those tenants to achieve that goal.

Finally, if the City Council is attempting to provide more "affordable" housing for low income seniors, that goal will not be achieved under the proposed ordinance. In addition to the fact that most of current residents are not "low income," it is beyond dispute that there is an inverse relationship between rents and the resale price of mobilehomes in mobilehome parks. In short, if rents are controlled, the price of mobilehomes will go up, not down. In other words, unless the City Council places a "cap" on the resale price of mobilehomes, the proposed ordinance will actually make mobilehomes more difficult to purchase. Below is a more detailed analysis of my client's position on each of these issues.

A. Adjusting Base Year Profits for 75% of the Increase in Inflation is Arbitrary and Eventually Will Cause the Parkowner's Real Profits to Approach Zero.

Under Section 9.24.110 of the proposed ordinance, it is presumed that adjusting the parkowner's 2017 profit for 75% of the increase in the inflation rate will result in a fair return in all future years. In other words, the parkowner would have no right to expect to do better in any future year than it did in 2017, after accounting for inflation. To the contrary, the longer the parkowner owns the property, the worse off the parkowner will be.

In fact, it is a mathematical certainty that if the parkowner's 2017 profits are limited to 75% of the increase in the inflation rate, the *real* value of the parkowner's 2017 profit will eventually approach zero. Furthermore, the higher the increase in the inflation rate, the faster the parkowner's real profit will approach zero. If the City Council has any doubt regarding that fact, a "mathematical proof" is enclosed, conclusively establishing it.

Like most real estate investors, the parkowner has always anticipated that *real* profits would grow over time, not shrink. Otherwise, there would have been no reason to make the investment in the first place. If the City Council adopts an ordinance that presumes it is fair to shrink the real value of the parkowner's profits over time, the City Council is likely to create more problems than it solves. As will be demonstrated below, those problems include, but are not limited to (1) deterioration of the park's infrastructure, (2) creation of an adversarial relationship between the parkowner and the tenants, (3) a closure or change of use of the park, and (4) a loss of the more than $60,000,000 the tenants have accumulated in their mobilehomes, due primarily to the location of those homes in my client's park.

B. The Proposed Ordinance Does Not Guarantee the Rent Increases that Will be Required to Replace the Park's Aging Infrastructure.

In *Sierra Lake Reserve v. City of Rocklin* (9th Cir. 1991) 938 F.2d. 951, 958, the Ninth Circuit Court of Appeal held that the owner of a rent controlled mobilehome park is entitled to a fair return on capital improvements made at the property. In fact, the *Sierra Lake* court found that the failure to provide a fair return on capital expenditures would result in a violation of the due process clause of the United States Constitution. The *Sierra Lake* court addressed this issue as follows:

> "[E]very dollar the landlord puts into the property by way of capital improvements constitutes an investment in the property for which a 'fair and reasonable' return must be allowed. Breaking even is not enough; the law must provide for a profit

> on one's investment . . . Thus, [the rent control ordinance] must do more than allow [the Parkowner] to pass through certain costs; it must ensure that [the Parkowner] will receive a reasonable return on those expenditures. ***To the extent Plaintiff alleges that the rent increases allowed on account of capital improvements merely offset the cost of those improvements (or less), it has stated a claim for a violation of substantive due process*** . . . " (*Id.* at 958). (Emphasis added).

The *Sierra Lake* court is not the only one to hold that the owners of rent controlled properties have a constitutional right to a fair return on capital expenditures. In fact, the California Supreme Court has cited the *Sierra Lake* case with approval, finding that the right to a fair return would be "an empty promise" if it did not include a fair return on capital expenditures. *Kavanau v. Santa Monica Rent Control Board* (1997) 16 Cal. 4^{th} 761, 773.

Under Section 9.24.110D of the proposed ordinance, the parkowner "may ***seek*** a rent increase based on the cost of a completed ***new*** Capital Improvement." (Emphasis added). However, under Section 9.24.110A of the proposed ordinance, the City's hearing officer may deny such a rent increase, based on the circumstances. As a result, there is no incentive for a parkowner to add "new" capital improvements, such as a tennis court that did not previously exist.

More important, the proposed ordinance does not contain a stand-alone procedure for obtaining rent increases based on the replacement of ***existing*** capital improvements. Rather, under Section 9.24.140(10) of the ordinance, it is presumed such costs cannot be recovered, unless necessary to adjust the parkowner's 2017 profits for 75% of the increase in the inflation rate, and then only to the extent needed to reach that 75% threshold.

Vineyard Valley was developed almost fifty years ago. As a result, some of the infrastructure is nearing the end of its useful life. Should the sewer or water system fail, or need replacement due to the Hunter Project, an earthquake or other disaster, the cost of replacing that infrastructure, plus the streets above it, could easily exceed $2,000,000.

Under the proposed ordinance, the parkowner could not apply for a rent increase to recover those costs, until after the project has been completed and the money has been spent. Even then, the City's hearing officer could deny all or part of the rent increase, if the parkowner's 2017 profit has been adjusted for 75% of the increase in the inflation rate. As a result, the failure to guarantee the pass through of capital improvement projects creates another disincentive to remain in business.

C. The Proposed Ordinance Destroys the Parkowner's Business Model by Prohibiting Fair Rent Increases When Tenants Sell Their Mobilehomes and Move Out of the Park.

Under Section 9.24.050 of the proposed ordinance, the parkowner is not allowed to increase the rent to market when an existing tenant sells his or her mobilehome to a new tenant. The parkowner is only allowed to increase the rent to market when tenants are legally evicted, or take their mobilehomes with them when they move out, which almost never happens. In fact, the proposed ordinance does not even allow rents to be increased when a tenant abandons his or her mobilehome, even though it may cost the parkowner $15,000 to $20,000 to obtain a judgment and dispose of an abandoned mobilehome. See *Civil Code Section 798.61.*

For many years, the parkowner has limited rent increases for existing tenants to an average of 3% per year. That is because the parkowner's business model has always been to defer market rate increases until a new tenant moves in, who has voluntarily agreed to pay the then existing market rate.

Because the parkowner has been more than reasonable in this respect, some long term residents are currently paying as little as $677 per month, while almost 90 long term residents are still paying *less* than $800 per month. By contrast, most new residents have voluntarily moved into the park at rents ranging from $833 to $925 per month, depending on the space in question.

The vacancy control provision in the proposed ordinance would destroy the parkowner's business model, as it not only prohibits market rents for new tenants who for decades have voluntarily agreed to pay the market rate to live at this property, it actually punishes the parkowner for keeping the rents of long term tenants below market over these many years. By destroying the parkowner's business model, the proposed ordinance provides further incentive for the parkowner to close the park and/or explore alternative uses for this property.

D. The City Cannot Prevent the Parkowner From Going Out of Business by Requiring it to Pay "Prohibitive" Amounts of Money to the Tenants.

Mayor and City Council
November 2, 2018
Page 6

Just last year, the First District Court of Appeal issued its decision in *Coyne v. City and County of San Francisco* (2017) 9 Cal. App. 5th 1215, 1224-1235. In that case, the Court found that any attempt by a local government to charge "prohibitive" relocation costs was preempted by state law, because the Legislature has expressed a clear intent to allow landlords to go out of business under the Ellis Act, holding as follows:

> "We conclude the prohibitive price standard is the appropriate standard to determine conflict preemption under the Ellis Act. . . . '[A] public entity may ***not*** impose an inevitable and undue burden (to wit, a 'prohibitive price') on a landlord's exercise of its right under the Ellis Act to exit the residential rental business." (*Id.* at 1226). (Emphasis added).

Although the *Coyne* case was decided under the Ellis Act, there is no reason to believe a similar decision would not be reached with respect to mobilehome parks, because the Legislature has adopted a scheme allowing parkowners to go out of business at a cost "not to exceed the reasonable costs of relocation."

The City may attempt to discourage the parkowner from going out of business, by attempting to force it to buy the tenants' mobilehomes at their current fair market value. If there is any doubt such an attempt would be unconstitutionally "prohibitive," the City need only look at the average price of the 25 mobilehomes sold at Vineyard Valley during the past two years.

As demonstrated by the chart at the end of this letter, the average price of the 25 mobilehomes sold at Vineyard Valley between October 19, 2016 and October 19, 2018 was $278,817.48. As also demonstrated by that chart, using that average price would require the parkowner to spend more than $60,000,000, simply to exercise its constitutional right to go out of business. ($278,817.48 x 216 spaces = $60,224,575.68). Of course, that does not include the cost of disposing of those homes, or the moving costs of the individual tenants.

Again, based on an average sales price of $278,817.48, it would cost the parkowner more than $60,000,000 simply to purchase all 216 mobilehomes at the park, without moving those homes even one inch. As a result, it should be obvious to the City that any attempt to require the parkowner to purchase the tenants' mobilehomes at their in-place value is "prohibitive," and therefore unconstitutional. *Coyne v. City and County of San Francisco* (2017) 9 Cal. App. 5th 1215, 1226.

In this light, it must be stressed that Vineyard Valley is owned by a Limited Liability Company with ***no*** other assets, and nowhere near $60,000,000. If there is any doubt Vineyard Valley could not possibly pay $60,000,000 to buy the tenants' homes, the calculations set forth below should resolve that doubt.

Even if a parkowner had no operating expenses, a 216-space park with average rents of $812 per month would generate an annual income of only $2,104,704. ($812 x 216 spaces x 12 months = $2,104,704).

Of course, parkowners do have operating expenses. For purposes of this example, it is assumed that the average expense ratio for mobilehome parks is approximately 60% of income, which would leave the owner of such a park with a net operating income of only $841,881.60, not including debt service or income taxes. Once those items are factored in, such a parkowner is likely to earn an actual profit that is significantly *less* than $841,881.60 per year. In short, if the proposed ordinance results in the closure of the park, it is virtually ceratin the tenants will lose more than $60,000,000 in the value of their mobilehomes, because the parkowner could not possibly buy all 216 of those mobilehomes.[1]

E. If the Proposed Ordinance Results in the Closure of the Park, the Tenants Will Not Only Lose More than $60,000,000 in Value, They May Lose the Ability to Spend Their Retirement Years in St. Helena.

As demonstrated above, under the proposed ordinance the parkowner may never do as well as it did in 2017. To the contrary, if profits are limited to 75% of the increase in the

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[1] At this point, it must also be stressed that one of the most important rights of any property owner is the right to "exclude" others. Even more to the point, the denial of that right requires the payment of just compensation by the City to the parkowner, not by the parkowner to the tenants. As stated by the United States Supreme Court in *Kaiser Aetna v. United States* (1979) 444 U.S. 164:

> "In this case, we hold that the 'right to exclude,' so universally held to be a fundamental element of the property right, falls within this category of interests that ***the Government cannot take without compensation.***" (*Id.* at 179-180) (Emphasis added).

inflation rate, it is a mathematical certainty that over time the parkowner's *real* profit will approach zero. In addition, the proposed ordinance provides no guarantee the parkowner will be able to increase the rent to replace the infrastructure at the park, which is nearing the end of its useful life. Moreover, by prohibiting rents from being increased to market when the tenants sell their mobilehomes to third parties, the City would be destroying the parkowner's long term business plan.

The proposed ordinance not only provides a strong incentive for the parkowner to explore alternative uses for all or part of the park, a closure would render the tenants' mobilehomes worthless. Perhaps more important than the loss in value, many of the tenants moved to St. Helena to enjoy their retirement years in one of the most beautiful places in America, if not in the entire world. Should the parkowner be forced to change the use of all or part of the park, there is a significant chance many of those tenants will not be able to find as good a deal in St. Helena as the one they have now.

As the City Council knows, the overwhelming majority of the tenants are ***opposed*** to the proposed rent control ordinance. What the City Council should also know is that the overwhelming majority of the tenants have the financial ability to pay their rent, which for most of them is significantly below market. Rather than attempting to fix something that is not broken, the City should focus its efforts on helping the relatively small group of people that may actually need assistance.

If there are people who are struggling to pay their bills, and if the City sincerely wants to help those people, the City should establish a means-tested financial aid program, whereby *the City* gives money to people who truly need assistance with their rent, food or other necessities of life. The City should reject the proposed ordinance, which would provide a windfall to those who do not need one, while at the same time forcing the parkowner to explore alternative uses for this property.

F. The Proposed Ordinance Will Not Result in Affordable Housing for Low Income Seniors Unless the City "Caps" the Resale Price of the Tenants' Mobilehomes and Requires Means-Testing for Rent Controlled Spaces.

In its 2016 study, the City expressed concern that St. Helena was losing its middle class. However, it appears the City's study focused on working age people, many of whom have children. The residents at Vineyard Valley do not fit that profile. To the contrary, because Vineyard Valley is a retirement community, there are no families with children living at the park. More important, most of the residents at Vineyard Valley not only have an above average income, they have assets far in excess of anything a typical working class family might have.

Before providing more detail on that point, it must be stressed that mobilehome rent control is unlike regular rent control, because it enables tenants to sell their mobilehomes at above market prices. In *Yee v. City of Escondido* (1990) 224 Cal. App. 3d 1349, the Fourth District Court of Appeal addressed this issue as follows:

> "Mobilehomes and mobilehome park spaces are what economists refer to as complimentary goods. Because they are used together, there is a direct and necessarily inverse relationship between the prices for complimentary goods. . . .
>
> It is thus inevitable that where government acts to reduce (or at least limit) the rental prices charged for mobilehome spaces, ***the price of the mobilehomes will increase.***" (*Id.* at 1352-1353). (Emphasis added).

In short, unless the City Council places a "cap" on the sales price of mobilehomes, the proposed ordinance will not result in more affordable housing in St. Helena, but will only shift equity from the parkowner to the selling tenants, who in most cases will be leaving St. Helena.

With that background in mind, the public record shows that at least twenty-five mobilehomes were sold at Vineyard Valley between October of 2016 and October of 2018. The average sales price of those twenty-five mobilehomes was $278,817.48. Obviously, those mobilehomes hardly qualify as "affordable" for low income seniors living solely on Social Security.

Should the proposed ordinance be adopted, the price of those mobilehomes is certain to go up, not down. Accordingly, if the City is truly interested in providing housing for low income seniors on a fixed income, the City must place "caps" on the resale price of mobilehomes, requiring them to be resold at their actual blue book value, or less.

Of course, even if the City adopts the proposed ordinance and places "caps" on the resale price of the mobilehomes, that does not mean those mobilehomes will be occupied by low income seniors on a fixed income. As in the past, it is more likely most of those mobilehomes will be occupied by seniors with relatively high incomes, and significant assets, who in many cases purchase their mobilehomes in "all cash" transactions.

As is the case with most rental properties, the parkowner requires prospective tenants to provide information regarding their income and assets, to determine whether they have the financial ability to pay the rent and other charges of the park. See *Civil Code Section 798.74*. Although time constraints have prevented the parkowner from analyzing the financial information of each tenant, the parkowner has been able to create a profile for those who have moved into the park since 2016, when the City conducted its study.

That profile shows that the average annual income of those who have moved into the park since 2016 was ***$71,015.23***. Moreover, the average bank account balance of those tenants was $548,313.52, while their average net worth was ***$1,049,643.47***. Clearly, the average retiree at Vineyard Valley is in a far better financial position than the average middle class working person in the City's 2016 study.

In addition to the profile of those newer tenants, almost thirty of the homes at the park are second homes, owned by people who live in St. Helena on a part time basis. In short, although not every tenant at Vineyard Valley has an income in excess of $70,000, or assets in excess of $1,000,000, few if any are unable to pay their rent.

Based on all of the above, it is obvious that any claim the proposed ordinance is aimed at providing affordable housing to low income seniors on a fixed income is not supported by the facts. Rather, the proposed ordinance would provide an unwarranted windfall to those who do not need or want rent control, while doing virtually nothing to provide additional affordable housing opportunities for senior citizens living primarily on Social Security, with no other assets.

G. The Proposed Ordinance is Likely to Result in Years of Costly, Time Consuming and Unwanted Litigation for All Parties.

Unless the parkowner is willing to simply accept the diminution of its yearly profit and a significant reduction in the fair market value of its property, the proposed ordinance is certain to result in years of costly, time consuming and unwanted litigation for the City, the parkowner and the tenants.

In order to rebut the presumption in the ordinance, the parkowner must demonstrate that adjusting its 2017 profits for 75% of the increase in the inflation rate prevents it from earning a fair return on its property. This office has been involved in many such cases over the past thirty-three years. Below is a summary of some of the issues that are common to most of those cases.

First, the California courts have held that the determination of a fair rate of return is a matter of expert testimony. *Whispering Pines Mobilehome Park, Ltd. v. City of Scotts Valley* (1986) 180 Cal. App. 3d 152, 160-161. Accordingly, both the parkowner and the tenants will be required to retain expert witnesses on rates of return in mobilehome parks. Those experts are not cheap.

The California courts have also held that lay persons may not represent others in administrative proceedings. *Baron v. City of Los Angeles* (1970) 2 Cal. 3d 535, 543. As a result, each of the tenants will either have to represent himself or herself, or retain an attorney to represent one or more of them. Again, most attorneys do not handle such cases for free.

The California courts have also held that tenants may be responsible for retroactive rents from the date a rent increase application is filed, if the parkowner ultimately prevails on its fair return claims. *Kavanau v. Santa Monica Rent Control Board* (1997) 16 Cal. 4th 761, 783-785. In my experience, these cases typically last two to four years, although in one instance involving the City of Palm Desert, such a case dragged on for twenty-one years. Even if a case lasts only a few years, it can create millions of dollars in exposure in "back rents," to be paid by the tenants and/or the City.

The California courts have also determined that parkowners may be entitled to increase rents that were "below market" at the time rent control is first adopted, in order to prevent the then existing tenants from becoming the "beneficiaries of a windfall in perpetuity." *Concord Communities, L.P. v. City of Concord* (2001) 91 Cal. App. 4th 1407, 1419. Because the current rents at many of the spaces at Vineyard Valley are significantly below market, the parkowner may be entitled to recover such rent increases at those spaces.

Regardless of whether the parkowner wins, loses or declines to initiate such litigation, the parkowner's best hope of realizing the full value of its property may be to close the park and/or convert the property to another use. Unfortunately, such litigation is also likely to be time consuming, costly and stressful for all concerned, with the tenants almost certainly losing more than $60,000,000 in value, no matter how hard they fight.

/////

H. The Parkowner is Willing to Establish a Rent Credit Program for Qualifying Tenants that Truly Need Assistance to Pay Future Rent Increases.

Although the overwhelming majority of the tenants at Vineyard Valley have significant income and/or assets, the parkowner understands there may be a handful of tenants who are not able to afford an increase in their rent. In the event the City declines to adopt its own subsidy program as an alternative to rent control, the parkowner is willing to establish its own assistance program.

More specifically, if a rent increase would cause a qualifying tenant's monthly rental obligation to exceed one third of his or her monthly income, the parkowner will provide that tenant with a credit for that part of the rent increase. In order to qualify for the rent credit program, tenants must establish that their monthly rent is more than one third of their income, and that their assets, including all stocks, bonds and cash *(but excluding their mobilehome, furnishings and vehicles)* do not exceed $45,000.

For example, assume that a qualifying tenant's monthly rent is $800, but his or her monthly income is only $2,000. If the rent was increased by 3%, to $824 per month, the tenant would not be required to pay that increase, because the tenant's rental obligation would be more than one third of the tenant's monthly income. Instead, the tenant would receive a $24 rent credit. In that way, the tenant would be excused from paying the rent increase, but the rent would remain $824, should the qualifying tenant sell his or her mobilehome, or otherwise cease residing at that space.

I. The Parkowner Has No Plans to Sell or Change the Use of the Park at this Time.

The parkowner has no plans to sell or change the use of the park at this time. To the contrary, the Parkowner's long term business plan is to continue operating the park as it has in the past, while at the same time making improvements to further enhance the beauty of this truly unique manufactured housing community.

Should the City Council adopt the proposed ordinance in spite of all of the information the parkowner has provided, the parkowner will have no choice other than to begin exploring alternative uses for the property, including closing it and selling the vacant land to a developer, who can change the use as it deems fit. The parkowner understands the City may threaten it by claiming no other use will ever be approved. So there is no mistake, the parkowner is willing to take that risk. The parkowner has no doubt there are many developers who would be willing to do the same, for a property with as much upside potential as this one.

Finally, it must be stressed that the Limited Liability Company that owns the park contains more than 40 investors, so the average profit of those investors is far less than the $70,000 average income of new residents. If the proposed ordinance is adopted, it will not only significantly reduce the value of the park, it will create a significant incentive for those 40 investors to find an alternative use for the property, that is less adversarial, and therefore less risky.

J. Conclusion.

The parkowner and most of the tenants have had a strong working relationship over the years, with many of the long term tenants paying rents that are significantly below market. Because the proposed ordinance is virtually certain to destroy that relationship, along with the parkowner's business plan, the City Council is urged to reject the proposed ordinance. If there truly are people at Vineyard Valley who cannot afford to pay future rent increases for their space, the City should adopt a means-tested program, whereby qualifying residents can obtain financial assistance with their rent, either on a short term or a long term basis. If the City is not willing to adopt such a program, the parkowner is willing to establish a rent credit program, to assist qualifying low income tenants.

Very truly yours,

Anthony C. Rodriguez

cc: Greg Reynolds, Managing Partner
Jesse Duarte, St. Helena Star

Enclosures:
Sales Reports for Select Napa Valley Mobilehome Parks
"Mathematical Proof" regarding diminishing profits

NAPA VALLEY

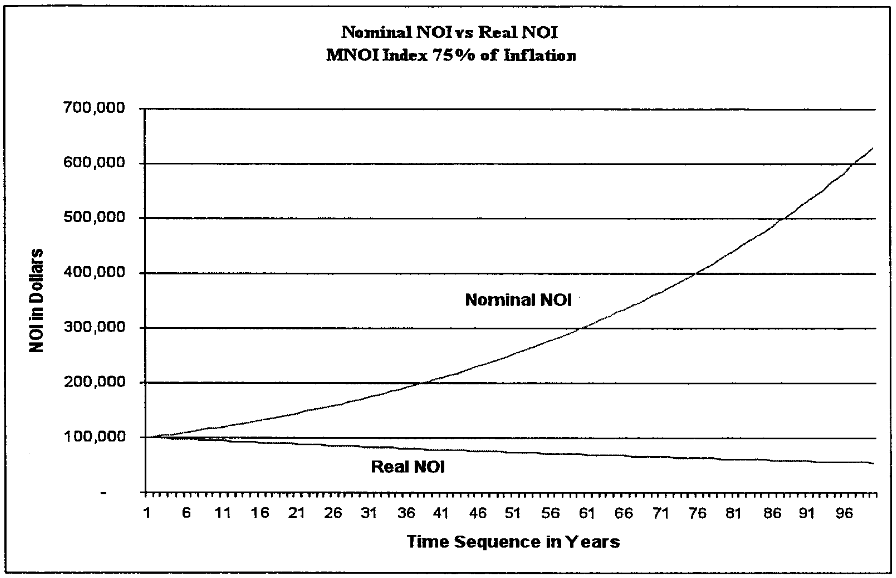
SALE OF MOBILEHOMES AT SELECTED LARGE PARKS

(October 19, 2016 through October 19, 2018)

Name of Park	No. of Spaces	No. of Sales	Average Price	Location
Vineyard Valley	216	25	**$278,817.48**	St. Helena
Chateau Calistoga	196	31	$131,349.94	Calistoga
Rancho de Calistoga	184	27	$122,373.78	Calistoga
Calistoga Springs MHP	143	11	$150,968.27	Calistoga
La Siesta Village MHP	134	11	$152,127.27	Napa
Napa Valley MHP	254	28	$174,461.68	Napa
Oaktree Vineyard	188	23	$227,930.48	Napa
Salvador Estates	136	9	$89,908.11	Napa
American Canyon MHP	191	18	$102,038.89	American Canyon
Las Casitas MHP	96	18	$92,444.44	American Canyon
World Marine Estates	125	14	$164,290.36	American Canyon
TOTAL/AVERAGE	1,863	215	**$160,082.29**	

The $278,817.48 average sales price of the mobilehomes sold at Vineyard Valley was not only the highest in the Napa Valley, it was more than $118,000 above the average price of mobilehomes sold in the larger parks in the Napa Valley. Those high sales prices indicate that the rents at Vineyard Valley are too low, not too high. Moreover, because mobilehomes and mobilehome spaces are complimentary goods, any restriction on rent increases at Vineyard Valley will only make those mobilehomes more expensive. *Yee v. City of Escondido* (1990) 224 Cal. App. 3d 1349, 1352-1353.

Richard Fabrikant, MBA PhD



Richard Fabrikant, MBA PhD

A Mathematical Proof of the Proposition that if Nominal Net Operating Income is Increased Over Time at Less Than the Inflationary Rate, *Real* Net Operating Income Will Approach Zero

Let:

NOI = Net Operating Income
N_o = Nominal NOI at time zero
N_t = Nominal NOI at some future time 't'
r = inflation rate
t = time period

A. If N_o is allowed to increase at a compound rate less than the inflationary rate 'r', than the Nominal NOI at some future time 't' may be expressed as:

1. $N_t = N_o e^{prt}$

Where:
e = the irrational number 2.71828…
'p' is some number equal to or less than one and equal to or greater than zero

B. Real NOI is defined as Nominal NOI adjusted for inflation and is equal to:

2. $R_t = N_t / e^{rt} = N_o e^{prt} / e^{rt}$

Where:
R_t = Real NOI at time t

C. Rearranging expression 2 above results in:

$$R_t = N_o e^{-rt} e^{prt}$$

$$R_t = N_o e^{rt(-1+p)}$$

3. $R_t = N_o e^{-rt(1-p)}$

D. Expression 3 is an exponential growth function with a negative rate of growth of -r(1-p), which is sometimes referred to as the rate of decay.

Now by rearranging Expression 3 as:

4. $R_t = N_o / e^{r(1-p)t}$

We find that as 't' approaches infinity the expression $e^{r(1-p)t}$ approaches infinity and R_t approaches zero.

From the A-D above we draw the following conclusions:

1. With the increase of time the real value of NOI declines such that as time 't' approaches infinity the real value of NOI approaches zero.
2. If NOI at time period zero is increased at the inflationary rate 'r', that is when 'p' equals one, then the expression $e^{r(1-p)t}$ equals one and R_t , Real NOI, will always equal N_o, the Nominal NOI at time period zero.
3. The lower the allowed inflationary increase, that is when 'p' approaches zero, the faster the rate of decay of R_t , Real NOI.
4. The higher the inflation rate the faster R_t, Real NOI, will approach zero in the absence of inflationary increases for N_o , Nominal NOI at time period zero.

Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC
www.santiagofinancial.com
800-232-3908

Park Name :	**VINEYARD VALLEY MHP**
Park Address :	290 POPE ST SAINT HELENA, CA 94574
Spaces :	209
From :	10/19/2016 to 10/19/2018
Report date :	10/19/2018

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
58 LAGUNA SECA SAINT HELENA	04/17/1986 FUQUA DELUXE	$68,494.00 **$150,000.00** 06/15/2018	LAJ7257	11.6667 60 11.6667 60	1400 $107.14
8 LA CUESTA CT SAINT HELENA	01/01/1976 SILVERCREST SILVERCREST	$27,300.00 **$285,000.00** 06/11/2018	ABH6985	12 66 12 66	1584 $179.92
28 REDONDO CT SAINT HELENA	04/18/1986 ROBERTS HOMES ROBERTS HOMES	$80,000.00 **$280,000.00** 04/18/2018	LAK1810	12 63 12 63	1512 $185.19
6 SAN LUCAS COURT SAINT HELENA	01/01/1978 LANCER	$29,100.00 **$319,000.00** 04/10/2018	ABA5458 CREDIT HUMAN FEDERAL CREDIT UN	12 60 12 60	1440 $221.53
20 SAN JUAN CT SAINT HELENA	09/25/1986 GOLDEN WEST CALIPSO III	$75,000.00 **$269,000.00** 03/23/2018	LBC2849	10 24 12 64 12 64	1776 $151.46
18 SAN JUAN CT SAINT HELENA	03/12/1987 FLEETWOOD HOMES SANDALWOOD	$70,500.00 **$225,000.00** 03/23/2018	LBE6345 CREDIT HUMAN FEDERAL CREDIT UN	12 60 12 60	1440 $156.25
17 SAN LUCAS CT SAINT HELENA	01/01/1978 BUDGER	$16,700.00 **$210,000.00** 03/16/2018	ABH4778 CREDIT HUMAN FEDERAL CREDIT UN	12 62 12 62	1488 $141.13
11 DEL MONTE CT SAINT HELENA	01/01/1973 GUERDON	$18,500.00 **$240,000.00** 02/23/2018	AAM9645	12 56 12 56	1344 $178.57
4 DEL CAMPO SAINT HELENA	05/16/1986 SKYLINE HOMES INC RAMADA	$51,996.00 **$210,000.00** 02/08/2018	LBD1003	12 60 12 60	1440 $145.83
12 DEL MONTE CT SAINT HELENA	01/01/1979 SILVERCREST SILVERCREST	$34,700.00 **$144,500.00** 01/30/2018	ABC6077	12 57 12 57	1368 $105.63
9 REDONDO CT SAINT HELENA	05/15/2017 SKYLINE HOMES INC BROOKSTONE	$454,437.00 **$454,437.00** 09/20/2017	LBN3936 VALLEY SALES	13.5 60 13.5 60	1620 $280.52
3 SAN ARDO CT SAINT HELENA	07/23/1986 ROBERTS HM ROBERTS HM	$55,955.00 **$230,000.00** 08/25/2017	LBD9789	12 60 12 60	1440 $159.72
19 SAN LUCAS CT SAINT HELENA	01/01/1978 FLEETWOOD FESTIVAL	$23,300.00 **$275,000.00** 07/26/2017	ABJ8842	12 52 12 52	1248 $220.35
6 SAN ARDO CT SAINT HELENA	05/30/1986 SILVERCREST IND SILVERCREST	$53,814.00 **$245,000.00** 07/24/2017	LAJ6076	12 60 12 60	1440 $170.14
5 LA CANADA CT SAINT HELENA	06/20/1986 GOLDEN WEST KINGSTON	$42,000.00 **$293,000.00** 07/21/2017	LAJ5336	12 63 12 63	1512 $193.78

1 SAN ARDO CT SAINT HELENA	05/27/1986 SILVERCREST IND SILVERCREST	$62,979.00 **$359,000.00** 06/30/2017	LAJ5236	12 60 12 60	1440 $249.31

14 SAN LUCAS SAINT HELENA	01/01/1977 GOLDEN WEST GOLDEN WEST	$30,300.00 **$271,500.00** 05/09/2017	AAM7945 CREDIT HUMAN FEDERAL CREDIT UN	12 60 12 60	1440 $188.54
21 LOS ROBLES CT SAINT HELENA	01/01/1978 KEY BISCAYNE	$32,100.00 **$415,000.00** 05/09/2017	ABI3901 CREDIT HUMAN FEDERAL CREDIT UN	12 64 12 64	1536 $270.18
4 LOS ROBLES CT SAINT HELENA	07/10/1986 GOLDEN WEST HERITAGE	$47,000.00 **$359,000.00** 03/31/2017	LAJ5355	12 60 12 60	1440 $249.31
5 LAGUNA SECA CT SAINT HELENA	05/28/1986 KAUFMAN/BROAD HM SYS INC BAINBRIDGE	$48,480.00 **$310,000.00** 03/17/2017	LBG1521 GAIL M FROST TRUST 062410	12 61.3333 12 61.3333	1472 $210.60
59 LAGUNA SECA CT SAINT HELENA	06/09/1986 SKYLINE HM INC RAMADA	$57,034.00 **$300,000.00** 03/14/2017	LAH6186	12 60 12 60 10 16	1600 $187.50
36 LAGUNA SECA SAINT HELENA	03/24/1987 GOLDEN WEST HOMES KINGSTON	$66,900.00 **$239,000.00** 12/22/2016	LAK8533	12 60 12 60	1440 $165.97
1 REDONDO CT SAINT HELENA	06/20/1986 SILVERCREST IND INC SILVERCREST	$59,062.00 **$274,000.00** 12/16/2016	LAJ4555	12 62.6667 12 62.6667	1504 $182.18
20 LOS ROBLES CT SAINT HELENA	01/01/1977 LANCER ROYAL CHATEAU	$23,700.00 **$248,000.00** 10/31/2016	AAX7768	12 52 12 52	1248 $198.72

27 REDONDO CT SAINT HELENA	11/24/2015 SKYLINE HOMES INC BROOKSTONE	$365,000.00 **$365,000.00** 10/28/2016	LBM9226 VALLEY SALES	12 57.3333 12 57.3333	1376 $265.26

	Original	Resale
Total	$1,894,351.00	$6,970,437.00
Average	$75,774.04	$278,817.48
Max	$454,437.00	$454,437.00
Min	$16,700.00	$144,500.00
Avg $SqFt	$51.08	$190.59
Avg SqFt	1462	1462
Number of records	**25**	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL INC
www.santiagofinancial.com
800-232-3908

Park Name : **CHATEAU CALISTOGA**
Park Address : 223 CHAMPAGNE WEST CALISTOGA, CA 94515
Spaces : 196
From : 10/19/2016 to 10/19/2018
Report date : 10/19/2018

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
135 WISTERIA DR CALISTOGA	01/01/1973 CHAMPION MANATEE	$8,700.00 **$69,668.00** 09/04/2018	AAM3644	12 60	720 $96.76
721 CLARET SOUTH CALISTOGA	01/01/1972 VIKING	$19,300.00 **$135,000.00** 08/14/2018	AAV6249	12 62 12 62	1488 $90.73
934 CHAMPAGNE CIR NORTH CALISTOGA	HILLCREST	$17,700.00 **$115,000.00** 05/25/2018	AAH4411	12 56 12 56	1344 $85.57
409 BURGUNDY S ST CALISTOGA	01/01/1979 SKYLINE HILLCREST	$22,700.00 **$159,000.00** 04/25/2018	AAJ9336	12 60 12 60	1440 $110.42
1510 VANDALAY COURT CERES	08/13/1979 FLEETWOOD SANDPOINTE	$10,005.00 **$1.00** 04/18/2018	LAA4394 NORSTROM	12 60	720 $0.00
134 WISTERIA DR CALISTOGA	11/16/2017 CHAMPION HOME BUILDERS INC CREEKSIDE MANOR	$135,350.00 **$135,350.00** 04/03/2018	LBN4968 BAY AREA MANUFACTURED HOMES BAY AREA MANUFACTURED HOMES	13.3333 60 13.3333 60	1600 $84.59
700 CLARET NORTH CALISTOGA	01/01/1978 SILVERCREST SILVERCREST	$30,900.00 **$135,000.00** 03/15/2018	AAK3885	12 56 12 56	1344 $100.45
817 CHAMPAGNE CIR E SAINT HELENA	01/01/1977 WESTWAY	$46,500.00 **$158,500.00** 02/27/2018	ABI1471 MURPHY BANK	12 60 12 48 12 60	2016 $78.62

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
617 PORT SOUTH CALISTOGA	09/12/1980 GOLDEN WEST GOLDEN WEST	$40,384.00 **$188,500.00** 02/20/2018	LAA8515	12 60 12 60	1440 $130.90
505 SHERRY SOUTH CALISTOGA	08/16/1979 HILLCREST SKYLINE HILLCREST	$19,244.00 **$75,000.00** 01/29/2018	LAB3201	10 48 10 48	960 $78.12
710 CLARET NORTH CALISTOGA	08/07/2017 SKYLINE HOMES INC VILLAGER	$107,538.00 **$107,538.00** 12/26/2017	LBN4025 ALLIANCE MANUFACTURED HOMES INC	11.8333 52 11.8333 52	1230.67 $87.38
716 CLARET N CALISTOGA	07/26/2017 SKYLINE HOMES INC BROOKSTOONE	$232,652.00 **$232,652.00** 12/26/2017	LBN4024 ALLIANCE MANUFACTURED HOMES INC	14.8333 60 14.8333 60	1780 $130.70
925 CHAMPAGNE CIRCLE S CALISTOGA	12/05/1997 CHAMPION HOME BUILDERS COMPANY SUNVIEW	$72,340.00 **$150,000.00** 12/12/2017	LAY6722	13 56 13 56	1456 $103.02
809 CHAMPAGNE EAST CALISTOGA	06/28/2017 SKYLINE HOMES INC BROOKSTONE	$229,400.00 **$229,400.00** 11/17/2017	LBN4101 ALLIANCE MANUFACTURED HOMES INC	12.8333 62 12.8333 62	1591.33 $144.16

218 CHAMPAGNE WEST CALISTOGA	01/01/1976 GUERDON DUALWIDE	$29,300.00 **$125,000.00** 11/08/2017	AAV9835	12 62 12 62	1488 $84.01
224 CHAMPAGNE W CALISTOGA	01/01/1979 HILLCREST	$13,900.00 **$114,500.00** 11/03/2017	ABE4800 CREDIT HUMAN FEDERAL CREDIT UN	12 56 12 56	1344 $85.19

906 CHAMPAGNE CIR NORTH CALISTOGA	01/01/1977 GOLDEN WEST MOBILE HOMES CALYPSO	$16,500.00 **$179,950.00** 11/03/2017	AAB8882	12 60 12 60	1440 $124.97
908 CHAMPAGNE WEST CALISTOGA	01/01/1978 PROWL	$16,900.00 **$37,000.00** 09/22/2017	ABD8129	12 72	864 $42.82
209 CHAMPAGNE CIR WEST CALISTOGA	01/01/1978 SILVERCREST HOWARD MANOR	$34,500.00 **$169,000.00** 09/19/2017	ABC3501 CUFBL A DIVISION OF SAN ANTONI	12 56 12 56	1344 $125.74
320 CHABLIS NORTH CALISTOGA	01/01/1975 HERITAGE	$25,300.00 **$125,000.00** 09/08/2017	ABB4911	12 60 12 60	1440 $86.81
205 CHAMPAGNE CIR WEST CALISTOGA	02/27/2001 SKYLINE HOMES INC SUMMERHILL	$114,900.00 **$178,000.00** 08/16/2017	LBF9716	12 50.6667 12 56	1280 $139.06
942 CHAMPAGNE NORTH #192 CALISTOGA	08/22/1994 DELAWARE WESTERN HM CORP SILVERCREST	$65,000.00 **$167,000.00** 07/07/2017	LAW4640	11.8333 64 11.8333 64	1514.67 $110.26
821 CHAMPAGNE EAST CALISTOGA	09/11/1978 FAR WEST HM INC FAR WEST	$14,300.00 **$110,000.00** 06/12/2017	ABE3935	12 60 12 60	1440 $76.39
927 CHAMPAGNE CIR SOUTH CALISTOGA	01/01/1969 BLAIR	$8,599.00 **$135,000.00** 06/12/2017	ABG5701	12 40 12 40	960 $140.62

717 CLARET SOUTH CALISTOGA	05/16/2017 CMH MANUFACTURING WEST INC GOLDEN WEST	$134,789.00 **$134,789.00** 05/23/2017	LBN2221 CLAYTON HOMES	13.5 60 13.5 60	1620 $83.20
711 CLARET SOUTH CALISTOGA	01/01/1978 FLEETWOOD SUNCREST	$22,900.00 **$120,000.00** 04/19/2017	AAJ2590	12 60 12 60	1440 $83.33
412 BURGUNDY N CALISTOGA	01/01/1978 FAQUA WOODLAND	$20,900.00 **$37,000.00** 04/01/2017	AAZ5515	24 56 24 56	2688 $13.76
317 CHABLIS SOUTH CALISTOGA	01/01/1977 EDGEMONT	$34,100.00 **$129,000.00** 12/19/2016	ABE6417 ALLIANCE MANUFACTURED HOMES INC	12 60 12 60	1440 $89.58
210 CHAMPAGNE W CALISTOGA	04/30/2004 PALM HARBOR HOMES INC PALM HARBOR HOMES	$175,000.00 **$220,000.00** 12/07/2016	LBG9988	13.5 55 13.5 60	1552.5 $141.71
717 CLARET S CALISTOGA	01/01/1978 ROYAL LANCER	$40,300.00 **$100,000.00** 12/05/2016	ABI3936	12 64 12 64	1536 $65.10
519 SHERRY SOUTH CALISTOGA	01/01/1974 SILVERCREST SILVERCREST	$22,500.00 **$100,000.00** 11/07/2016	ABB5143	12 60 12 60	1440 $69.44

	Original	Resale
Total	$1,782,401.00	$4,071,848.00
Average	$57,496.81	$131,349.94
Max	$232,652.00	$232,652.00
Min	$8,599.00	$1.00
Avg $SqFt	$38.69	$93.01
Avg SqFt	1418	1418
Number of records	**31**	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC
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Park Name : **RANCHO DE CALISTOGA**
Park Address : 2412 FOOTHILL BLVD CALISTOGA, CA 94515
Spaces : 184
From : 10/19/2016 to 10/19/2018
Report date : 10/19/2018

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
2412 FOOTHILL BLVD SP 67 CALISTOGA	01/01/1973 FESTI FESTIVAL	$15,700.00 **$141,000.00** 07/25/2018	AAV6567	12 44 12 44	1056 $133.52
2412 FOOTHILL BLVD #50 CALISTOGA	01/01/1973 BARRINGTON BARRINGTON	$8,500.00 **$74,500.00** 06/08/2018	ABA5219 21ST MORTGAGE CORPORATION	12 50	600 $124.17
2412 FOOTHILL BL 141 CALISTOGA	01/01/1974 VIKING EDGEWOOD BRETTWOOD	$23,300.00 **$169,500.00** 05/18/2018	AAZ5593	12 60 12 60	1440 $117.71
2412 FOOTHILL BLVD #88 CALISTOGA	01/01/1973 FESTIVAL	$12,900.00 **$120,000.00** 05/02/2018	ABH8209	12 58 12 58	1392 $86.21
2412 FOOTHILL BLVD #26 CALISTOGA	01/31/2018 SKYLINE HOMES INC VILLAGER	$110,000.00 **$110,000.00** 04/06/2018	LBN4842 ALLIANCE MANUFACTURED HOMES INC	13.6667 48	656 $167.68
2412 FOOTHILL BLVD #174 CALISTOGA	02/24/2015 SKYLINE HOMES INC BROOKSTONE	$120,600.00 **$215,000.00** 04/04/2018	LBM4954	13.5 59 13.5 59	1593 $134.97
2412 FOOTHILL BLVD #29 CALISTOGA	02/26/2003 DELAWARE WESTERN HOMES CORP SILVERCREST	$125,000.00 **$147,000.00** 03/29/2018	LBF5132	12 52.6667 10 52.6667	1158.67 $126.87
2412 FOOTHILL BLVD #108 CALISTOGA	01/01/1977 BENDIX PARK MANOR	$18,700.00 **$130,000.00** 12/29/2017	AAK7281	12 48 12 48	1152 $112.85

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
2412 FOOTHILL BLVD #142 CALISTOGA	01/01/1974 GOLDEN WEST GOLDEN WEST	$18,100.00 **$105,000.00** 10/04/2017	AAV6703	12 60 12 60	1440 $72.92
2412 FOOTHILL BLVD #87 CALISTOGA	05/18/2017 SKYLINE HOMES INC BROOKSTONE	$189,000.00 **$189,000.00** 09/26/2017	LBN3948 ALLIANCE MANUFACTURED HOMES INC	12 58 12 53.6667	1340 $141.04
2412 FOOTHILL BLVD #128 CALISTOGA	01/01/1973 WESTWAY WESTLAKE	$12,900.00 **$83,000.00** 09/26/2017	ABC2366 CREDIT HUMAN FEDERAL CREDIT UN	12 52 12 52	1248 $66.51
2412 FOOTHILL BLVD #25 CALISTOGA	01/01/1974 WESTWAY HOMES WESTLAKE	$10,500.00 **$55,000.00** 09/11/2017	AAR2234	10 44 10 44	880 $62.50
2412 FOOTHILL BLVD #75 CALISTOGA	01/01/1973 WESTLAKE	$9,300.00 **$165,000.00** 09/11/2017	AAE7849 PENSCO TRUST COMPANY CUSTODIAN	12 52 12 52	1248 $132.21
2412 FOOTHILL BLVD #1 CALISTOGA	01/01/1972 BUDDY	$10,900.00 **$99,995.00** 08/31/2017	ABB2579	10 60 10 60	1200 $83.33

2412 FOOTHILL BLVD #114 CALISTOGA	07/20/2016 SKYLINE HOMES INC BROOKSTONE	$174,500.00 **$174,500.00** 08/28/2017	LBN3384 NORTH BAY CREDIT UNION TERESA WILLIAMS PROPERTIES	9.83333 54 9.83333 60	1121 $155.66
2412 FOOTHILL BLVD #21 CALISTOGA	01/01/1971 SKYLINE BUDDY	$13,700.00 **$98,000.00** 08/01/2017	ABG6870	10 56 10 56	1120 $87.50

2412 FOOTHILL BLVD #53 CALISTOGA	01/01/1971 ROYAL HOMES WESTERNER	$16,100.00 **$80,000.00** 08/01/2017	AAM2014	12 60 12 60	1440 $55.56
2412 FOOTHILL BLVD #138 CALISTOGA	01/01/1974 VIKING EDGEWOOD SUBURBAN WESTWIND	$27,300.00 **$135,000.00** 07/18/2017	AAJ7109 SONOMA FEDERAL CREDIT UNION	12 64 12 64	1536 $87.89
2412 FOOTHILL BLVD #9 CALISTOGA	08/26/2016 CMH MANUFACTURING WEST INC CLAYTON	$161,048.00 **$161,048.00** 06/02/2017	LBN2205 CLAYTON HOMES	9.83333 43 9.83333 50	914.5 $176.10
2412 FOOTHILL BLVD #117 CALISTOGA	03/30/2016 CMH MANUFACTURING WEST INC CMH	$172,548.00 **$172,548.00** 03/21/2017	LBN1273 CLAYTON HOMES	9.83333 54 9.83333 54	1062 $162.47
2412 FOOTHILL BLVD #5 CALISTOGA	01/01/1972 VIKING	$19,300.00 **$115,000.00** 03/20/2017	AAB7800	12 60 12 60	1440 $79.86
87 LOS ROBLES CALISTOGA	01/01/1974 CHAMPION CHAMPION	$7,500.00 **$1.00** 03/10/2017	AAJ5632	12 56	672 $0.00
2412 FOOTHILL BLVD #153 CALISTOGA	01/01/1973 ROYAL HOMES WESTERNER	$16,199.00 **$240,000.00** 03/06/2017	AAM7126	12 57 12 57	1368 $175.44
2412 FOOTHILL BLVD #136 CALISTOGA	01/01/1974 VIKING NORSEWOOD	$22,500.00 **$78,000.00** 02/15/2017	AAB5706	12 60 12 60	1440 $54.17

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2412 FOOTHILL BLVD #77 CALISTOGA	BARRINGTON	$20,100.00 **$79,000.00** 01/24/2017	AAV8475	12 64 12 64	1536 $51.43
2412 FOOTHILL BLVD #178 CALISTOGA	01/01/1976 GOLDEN WEST HOMES VILLA WEST	$22,100.00 **$71,000.00** 12/07/2016	AAA7427	10 60 10 60	1200 $59.17
2412 FOOTHILL BLVD #45 CALISTOGA	01/01/1972 KIT KIT	$13,700.00 **$96,000.00** 12/02/2016	AAX8337	12 57 12 57	1368 $70.18

	Original	**Resale**
Total	$1,371,995.00	$3,304,092.00
Average	$50,814.63	$122,373.78
Max	$189,000.00	$240,000.00
Min	$7,500.00	$1.00
Avg $SqFt	$46.05	$102.89
Avg SqFt	1208	1208
Number of records	**27**	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC
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Park Name :	**CALISTOGA SPRINGS MHP**
Park Address :	45 MAGNOLIA DR CALISTOGA, CA 94515
Spaces :	143
From :	10/19/2016 to 10/19/2018
Report date :	10/19/2018

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
88 PRIMROSE LANE CALISTOGA	05/17/2018 DVELE OMEGA CORP THE HALLMARK	$316,906.00 **$316,906.00** 06/14/2018	LBN6002	14.6667 58.6667 14.6667 60	1740.44 $182.08
30 MAGNOLIA DR CALISTOGA	01/01/1973 SKYLINE/HILLCREST HILLCREST	$15,300.00 **$145,000.00** 03/30/2018	LBJ6433	12 48 12 48	1152 $125.87
73 IRIS DR CALISTOGA	05/11/2000 SKYLINE HOMES INC FAIRVIEW	$86,252.00 **$148,000.00** 02/21/2018	LBB7542	12 60 12 60	1440 $102.78
118 HEATHER LN CALISTOGA	01/01/1973 MOBILE IND ISLANDER	$15,300.00 **$130,000.00** 11/01/2017	ABA9299	12 64 12 64	1536 $84.64
88 PRIMROSE LN CALISTOGA	01/01/1973 SILVERCREST	$14,900.00 **$110,000.00** 08/31/2017	ABA9404	12 57 12 57	1368 $80.41
11 CAMELLIA DR CALISTOGA	06/16/2016 CMH MANUFACTURING WEST INC CLAYTON	$186,323.00 **$186,323.00** 08/15/2017	LBN3333 NORTH BAY CREDIT UNION CLAYTON HOMES	13.5 58.6667 13.5 56.6667	1557 $119.67
109 IVY LN CALISTOGA	FLEETWOOD SUNCREST	$12,500.00 **$120,000.00** 06/29/2017	AAL3574	12 60 12 60	1440 $83.33
34 MAGNOLIA DR CALISTOGA	01/01/1973 GOLDEN HERITAGE HERITAGE VILLA	$15,700.00 **$155,000.00** 05/31/2017	AAM3502 CREDIT HUMAN FEDERAL CREDIT UN	10 57 10 57	1140 $135.96
60 MAGNOLIA DR CALISTOGA	01/01/1976 PARK MANOR BENDIX	$17,300.00 **$155,000.00** 03/17/2017	AAI1974	12 60 12 60	1440 $107.64
10 CAMELLIA DR CALISTOGA	11/01/2016 SKYLINE HOMES INC BROOKSTONE	$129,422.00 **$129,422.00** 02/15/2017	LBN1132 ALLIANCE MANUFACTURED HOMES INC	14.8333 54 14.8333 54	1602 $80.79
78 HOLLY DR CALISTOGA	01/01/1973 CHAMPION MANATEE	$9,100.00 **$65,000.00** 01/30/2017	ABJ8683	12 60	720 $90.28

	Original	Resale
Total	$819,003.00	$1,660,651.00
Average	$74,454.82	$150,968.27
Max	$316,906.00	$316,906.00
Min	$9,100.00	$65,000.00
Avg $SqFt	$47.61	$108.50
Avg SqFt	1376	1376
Number of records	11	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC
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Park Name : **LA SIESTA VILLAGE MHP**
Park Address : 4433 SOLANO AVE NAPA, CA 94558
Spaces : 134
From : 10/19/2016 to 10/19/2018
Report date : 10/19/2018

Address **City**	**Mfd Date** **MFG** **Trade**	**Original** **Current** **Sales Date**	**Decal** **Legal** **Dealer**	**Wd Lt**	**Total sq Ft** **Per Sq Ft**
9 HACIENDA DRIVE NAPA	02/10/2005 HALLMARK-SOUTHWEST CORP WINCHESTER IV	$249,000.00 **$280,000.00** 05/31/2018	LBH3658	11.8333 61.3333 11.8333 57.3333 9.83333 37.3333	1771.33 $158.07
78 HACIENDA DR NAPA	01/01/1972 KAUFMAN/BROAD BILTMORE	$16,500.00 **$162,000.00** 02/27/2018	AAV2376	12 60 12 60	1440 $112.50
10 HACIENDA DR NAPA	10/30/2000 CHAMPION HOME BUILDERS COMPANY SOUTHWOOD	$38,331.00 **$155,500.00** 02/08/2018	LBC3971	9.83333 52 9.83333 52	1022.67 $152.05
102 HACIENDA DR NAPA	01/01/1972 GOLDEN WEST GOLDENWEST	$18,500.00 **$140,000.00** 12/08/2017	AAK1032	12 64 12 64	1536 $91.15
107 CABANA DRIVE NAPA	03/30/2017 FLEETWOOD HOMES INC FESTIVAL II	$230,000.00 **$230,000.00** 09/12/2017	LBN3231 MARTELE D. SPATARO MANUFACTURED AND MOBILE HOME SALES	11.6667 62 11.6667 62	1446.67 $158.99
99 HACIENDA DR NAPA	01/01/1972 FESTIVAL	$12,900.00 **$150,000.00** 08/28/2017	AAK7301 CREDIT HUMAN FEDERAL CREDIT UN	12 44 12 44	1056 $142.05
121 CABANA DR NAPA	01/01/1972 SKYLINE HILLCREST	$6,300.00 **$7,000.00** 06/08/2017	AAM8931	12 60	720 $9.72
127 CABANA DR NAPA	01/01/1972 FLEETWOOD FESTIVAL	$13,300.00 **$115,000.00** 03/07/2017	AAM9131	12 62 12 62	1488 $77.28
117 CABANA DR NAPA	11/28/1994 SKYLINE HM INC WOODMANOR	$63,900.00 **$198,000.00** 12/02/2016	LAW3459 HERITAGE PROPERTIES	12 58.6667 12 58.6667	1408 $140.62
21 HACIENDA DR NAPA	01/01/1974 GOLDEN WEST	$17,300.00 **$145,000.00** 11/18/2016	AAA6185	12 60 12 60	1440 $100.69
76 HACIENDA DR NAPA	01/01/1971 BLAIR	$10,500.00 **$90,900.00** 11/15/2016	AAL1486 21ST MORTGAGE	12 56 12 56	1344 $67.63

	Original	**Resale**
Total	$676,531.00	$1,673,400.00
Average	$61,502.82	$152,127.27
Max	$249,000.00	$280,000.00
Min	$6,300.00	$7,000.00
Avg $SqFt	$41.42	$110.07
Avg SqFt	1334	1334
Number of records	11	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

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Park Name : **NAPA VALLEY MHP LTD**
Park Address : 1040 ORCHARD AVE NAPA, CA 94558
Spaces : 254
From : 10/19/2016 to 10/19/2018
Report date : 10/19/2018

Address **City**	**Mfd Date** **MFG** **Trade**	**Original** **Current** **Sales Date**	**Decal** **Legal** **Dealer**	**Wd Lt**	**Total sq Ft** **Per Sq Ft**
522 CHERRY LN NAPA	02/21/2002 THE ANDREW KARSTEN CO INC KARSTEN VILLA	$123,400.00 **$205,500.00** 06/22/2018	LBD7271 CREDIT HUMAN FEDERAL CREDIT UN	9.83333 58 9.83333 58	1140.67 $180.16
218 DAISY DR NAPA	10/25/1991 DELAWARE WESTERN HM INC SILVERCREST	$50,125.00 **$273,500.00** 04/03/2018	LAS8307	11.8333 60 11.8333 60	1420 $192.61
215 DAISY DR NAPA	04/22/1991 GOLDEN WEST HM GOLDEN WEST	$84,270.00 **$285,000.00** 03/23/2018	LAS9147	14 66 14 66	1848 $154.22
306 PATTIE WAY NAPA	09/29/2006 THE ANDREW KARSTEN CO INC VILLA	$219,400.00 **$200,000.00** 03/23/2018	LBI8870	13.5 57 13.5 57	1539 $129.95
315 TAMMY WAY NAPA	01/01/1963 TROJAN HOMES TROJAN	$700.00 **$48,000.00** 03/13/2018	ABI6783	10 52	520 $92.31
524 CHERRY LN NAPA	10/16/2004 FLEETWOOD HOMES OF CALIF. INC SUNCREST	$147,684.00 **$199,000.00** 03/09/2018	LBG8923	11.6667 52 11.6667 52	1213.33 $164.01
313 TAMMY WAY NAPA	11/09/2000 FLEETWOOD HOMES OF CALIF. INC SUNCREST	$83,469.00 **$145,000.00** 02/09/2018	LBC4957 DEPARTMENT OF VETERANS AFFAIRS	11.75 52 11.75 52	1222 $118.66
302 GINGER WAY NAPA	01/04/2007 FLEETWOOD HOMES OF CALIF. INC GARDEN HOMES	$140,000.00 **$196,239.00** 01/23/2018	LBJ1154 CUFBL DIV OF SAN ANTONIO FEDER	11.6667 44 11.6667 44	1026.67 $191.14
423 OAK DR NAPA	12/13/2017 KARSTEN HOMES KARSTEN	$199,808.00 **$199,808.00** 01/18/2018	LBN5859 GARDEN HOMES	13.5 58.6667 13.5 54.6667	1530 $130.59
318 STACEY WAY NAPA	06/19/2015 CMH MANUFACTURING WEST INC KARSTEN	$135,115.00 **$200,000.00** 11/09/2017	LBM4505 AUDREY B STORY SEPARATE PROPER GARDEN HOMES	11.8333 50 11.8333 50	1183.33 $169.01
321 STACEY DR NAPA	07/20/2000 FLEETWOOD HOMES OF CALIF. INC SUNCREST	$79,587.00 **$150,000.00** 10/10/2017	LBD5883	11.75 52 11.75 52	1222 $122.75
314 ROBERT WAY NAPA	01/01/1967 CHAMPION CHAMPION	$5,100.00 **$60,000.00** 09/29/2017	AAX1714 GARDEN HOMES	12 48	576 $104.17
206 DAISY DR NAPA	06/18/1991 FLEETWOOD HIGHLAND PARK	$59,391.00 **$210,000.00** 09/19/2017	LAS9099	12.9167 60 12.9167 60	1550 $135.48
29 CAMELIA DR NAPA	01/01/1967 KIT FAIRVIEW	$10,500.00 **$167,000.00** 09/11/2017	AAB2754 21ST MORTGAGE CORPORATION GARDEN HOMES	12 55 12 55	1320 $126.52
316 TAMMY WAY NAPA	01/01/1966 FLEETWOOD SAHARA	$2,700.00 **$105,000.00** 09/05/2017	AAM3527 GARDEN HOMES	10 48 10 48	960 $109.38

5 CAMELIA DR NAPA	01/01/1967 GOLDEN WEST GOLDEN WEST	$11,700.00 **$165,000.00** 08/23/2017	AAZ5584 CREDIT HUMAN FEDERAL CREDIT UN GARDEN HOMES	10 60 10 60	1200 $137.50

504 CHERRY LN NAPA	02/27/2017 SKYLINE HOMES INC AMBER COVE	$202,880.00 **$202,880.00** 07/18/2017	LBN2648	10 56 10 56	1120 $181.14
322 PATTY WAY NAPA	09/22/2001 FLEETWOOD HOMES OF CALIF. INC SUNCREST	$118,469.00 **$179,000.00** 06/07/2017	LBD3073 GLOBAL CREDIT UNION	9.83333 48 9.83333 52	983.33 $182.03
222 DAISY DR NAPA	12/07/1989 GOLDEN WEST HM GOLDEN WEST	$79,820.00 **$229,000.00** 04/28/2017	LAT9779 J P & S MONTELLI FAMILY TRUST	12 35.5 12 56 12 52	1722 $132.98
241 CLOVER WAY NAPA	05/28/1991 DELAWARE WESTERN HM INC SILVERCREST	$71,572.00 **$210,000.00** 04/20/2017	LAT1828	13.3333 64 13.3333 58.6667	1635.56 $128.40
321 TAMMY WAY NAPA	05/23/2003 HBOS MANUFACTURING LP OAKWOOD	$144,000.00 **$180,000.00** 04/10/2017	LBF2672	12 54.8333 12 54.8333	1316 $136.78
318 MARK WAY NAPA	12/31/1997 FLEETWOOD HOMES OF CALIF. INC WESTFIELD	$34,440.00 **$75,000.00** 04/05/2017	LAY7364 21ST MORTGAGE	15.5 60	930 $80.65
307 TAMMY WY NAPA	04/27/2001 THE ANDREW KARSTEN CO INC KARSTEN VILLA	$95,000.00 **$145,000.00** 02/28/2017	LBC7755	9.83333 58 9.83333 58	1140.67 $127.12
230 DAISY DR NAPA	01/09/1992 FLEETWOOD HM INC SANDALWOOD	$69,971.00 **$255,000.00** 02/17/2017	LAU4605 COMMUNITY WEST BANK	13 64 13 64	1664 $153.25

303 STACEY WAY NAPA	01/01/1969 GOLDEN WEST GOLDEN WEST	$12,100.00 **$75,000.00** 01/25/2017	AAW6554	10 54 10 54	1080 $69.44
305 STACEY WAY NAPA	12/16/1994 FLEETWOOD HM INC SPRINGHILL	$53,269.00 **$140,000.00** 12/05/2016	LAW1623 CUFBL DIV OF SAN ANTONIO CREDI GARDEN HOMES	10 52 10 52	1040 $134.62
518 CHERRY LN NAPA	01/01/1974 SKYLINE HILLCREST	$13,300.00 **$140,000.00** 11/21/2016	AAY5118 21ST MORTGAGE CORP	10 52 10 52	1040 $134.62
227 DAISY DR NAPA	06/18/1992 GOLDEN WEST HM GOLDEN WEST	$73,299.00 **$245,000.00** 10/24/2016	LAT9888 ORION FEDERAL CREDIT ONION	12 52 12 56 12 35.5	1722 $142.28

	Original	**Resale**
Total	$2,321,069.00	$4,884,927.00
Average	$82,895.32	$174,461.68
Max	$219,400.00	$285,000.00
Min	$700.00	$48,000.00
Avg $SqFt	$64.94	$137.92
Avg SqFt	1245	1245
Number of records	**28**	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC
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Park Name : **OAKTREE VINEYARD RETIREMENT COMMUNITY**
Park Address : 2001 SALVADOR AVE NAPA, CA 94558
Spaces : 188
From : 10/19/2016 to 10/19/2018
Report date : 10/19/2018

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
49 FALCON CREST CIR NAPA	03/25/1985 ROBERTS HOMES CASTLEWOOD	$59,250.00 **$185,000.00** 07/06/2018	LAJ1612	12 48 12 48	1152 $160.59
112 FALCON CREST CIR NAPA	05/18/1984 ROBERTS HOMES CASTLEWOOD	$57,630.00 **$200,000.00** 07/03/2018	LAG1923 21ST MORTGAGE CORPORATION	12 48 12 48	1152 $173.61
213 BERNADINE PL NAPA	11/06/1987 FAR WEST HOMES INC FAR WEST	$46,395.00 **$207,900.00** 06/20/2018	LAL3390 CREDIT HUMAN FEDERAL CREDIT UN	12 56 12 56	1344 $154.69
202 SHIRLEY CT NAPA	08/13/1987 FAR WEST HOMES INC FAR WEST	$37,507.00 **$200,000.00** 05/15/2018	LAL1482	10 57 10 57	1140 $175.44
212 DAPHNE DR NAPA	08/20/1985 ROBERTS HOMES ROBERTS HOMES	$50,550.00 **$175,000.00** 05/01/2018	LAI7037	12 44 12 44	1056 $165.72
201 DAPHNE DR NAPA	01/13/1988 FAR WEST HOMES INC FAR WEST	$46,599.00 **$254,000.00** 04/27/2018	LAL3377 CREDIT HUMAN FEDERAL CREDIT UN	12 56 12 56	1344 $188.99
201 JANE WY NAPA	04/18/1984 ROBERTS HOMES COUNTRY HOUSE	$49,170.00 **$180,000.00** 04/10/2018	LAE9339	12 44 12 44	1056 $170.45
206 BETSY PL NAPA	07/30/1984 ROBERTS HOMES STONEWOOD	$69,152.00 **$240,000.00** 03/09/2018	LAG4382	12 56 12 56	1344 $178.57

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
200 NICOLE WY NAPA	12/24/1985 FAR WEST HOMES INC FAR WEST	$62,109.00 **$240,000.00** 02/28/2018	LAJ4408	12 56 12 56.0833 10 40	1745 $137.54
200 SHIRLEY CT NAPA	04/11/1986 FAR WEST HM INC FAR WEST	$49,966.00 **$218,500.00** 02/13/2018	LAJ3110	12 60 12 60	1440 $151.74
66 FALCON CREST CIR NAPA	10/09/1985 ROBERTS HM ROBERTS HM	$40,000.00 **$255,000.00** 01/05/2018	LAI8588 O'REILLY	12 44 12 44	1056 $241.48
209 NICOLE WY NAPA	05/20/1986 ROBERTS HM CASTLEWOOD	$72,675.00 **$220,000.00** 12/06/2017	LAJ4663	12 48 12 48 10 38	1532 $143.60
206 BERNADINE PLACE NAPA	02/03/1987 ROBERTS HOMES ROBERTS HOMES	$40,450.00 **$270,000.00** 12/01/2017	LAK5129	12 44 12 44	1056 $255.68
212 JANE WAY NAPA	11/14/1984 ROBERTS HOMES STONEWOOD	$81,200.00 **$293,000.00** 10/13/2017	LAI4575	12 56 12 56 10 32	1664 $176.08
205 JULIE PLACE NAPA	10/25/1983 ROBERTS HOMES STONEWOOD	$76,035.00 **$289,000.00** 09/13/2017	LAG9870 21ST MORTGAGE	10 16 12 62 12 62	1648 $175.36

204 JULIE PL NAPA	11/12/1985 ROBERTS HOMES ROBERTS HOMES	$63,100.00 **$280,000.00** 07/19/2017	LAK9972 CREDIT HUMAN FEDERAL CREDIT UN	12 56 12 56 10 16	1504 $186.17

210 DAPHNE DR NAPA	02/03/1987 ROBERTS HOMES ROBERTS HOMES	$45,100.00 **$300,000.00** 06/22/2017	LAL1091	12 52 12 52	1248 $240.38
204 JANE WY NAPA	11/28/1984 ROBERTS HOMES STONEWOOD	$75,770.00 **$305,000.00** 06/20/2017	LAG8365 GREAT WESTERN SAVINGS/LOAN ASS	12 56 12 56 10 16	1504 $202.79
201 JULIE PL NAPA	10/24/1983 ROBERTS HOMES COUNTRY HOUSE	$30,381.00 **$1.00** 04/05/2017	LAE7745 ASG INVESTMENT INC	12 44 12 44	1056 $0.00
204 NICOLE WY NAPA	11/21/1986 FAR WEST HOMES INC FAR WEST	$56,710.00 **$220,000.00** 03/14/2017	LAK1807 GROSS	12 60 12 60	1440 $152.78
202 BERNADINE PLACE NAPA	09/12/1985 FAR WEST HM INC FAR WEST	$34,695.00 **$180,000.00** 12/16/2016	LAI7096	12 45 12 45	1080 $166.67
214 SHIRLEY CT NAPA	03/06/1985 ROBERTS HOMES STONEWOOD	$73,775.00 **$245,000.00** 11/21/2016	LAJ1437	12 62 10 16 12 62	1648 $148.67
212 JULIE PL NAPA	06/04/1984 ROBERTS HMS CASTLEWOOD	$55,000.00 **$285,000.00** 11/03/2016	LAI2717	12 48 12 48	1152 $247.40

	Original	Resale
Total	$1,273,219.00	$5,242,401.00
Average	$55,357.35	$227,930.48
Max	$81,200.00	$305,000.00
Min	$30,381.00	$1.00
Avg $SqFt	$41.72	$173.67
Avg SqFt	1320	1320
Number of records	**23**	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC
www.santiagofinancial.com
800-232-3908

Park Name :	**SALVADOR MOBILE ESTATES**
Park Address :	4421 SOLANO AVE NAPA, CA 94558
Spaces :	136
From :	10/19/2016 to 10/19/2018
Report date :	10/19/2018

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
107 CHALET WAY NAPA	01/01/1970 NEWPORT NEWPORT	$10,100.00 **$140,000.00** 02/08/2018	AAA4892 21ST MORTGAGE CORPORATION	10 57 10 57	1140 $122.81
135 GARTH ST NAPA	01/01/1974 FAR WEST FAR WEST	$13,300.00 **$110,000.00** 08/08/2017	ABF6357	10 57 10 57	1140 $96.49
129 GARTH ST NAPA	01/01/1969 PARAMOUNT	$10,900.00 **$110,000.00** 07/06/2017	LAU3275 21ST MORTGAGE CORPORATION GARDEN HOMES	10 55 10 55	1100 $100.00
4417 SOLANO AVE NAPA	01/01/1977 LANCER	$11,700.00 **$170,000.00** 07/05/2017	ABI4899	12 60 12 60	1440 $118.06
120 ROBIN ST NAPA	01/01/1968 MARLETTE HOMES MARLETTE	$4,500.00 **$55,000.00** 07/01/2017	AAU5768	12 47	564 $97.52
108 ROBIN ST NAPA	01/01/1969 CHAMPION CHAMPION	$4,900.00 **$42,000.00** 06/29/2017	AAL5133	12 60	720 $58.33
149 ROBIN ST NAPA	01/01/1971 FUQUA GULFSTREAM	$8,500.00 **$80,000.00** 06/27/2017	ABF6293	10 48 10 48	960 $83.33
119 ROBIN ST NAPA	06/24/2016 SKYLINE HOMES INC BROOKSTONE	$52,173.00 **$52,173.00** 03/30/2017	LBM9657 ALTIER CREDIT UNION ISAOA NEWELL PROPERTIES	11.8333 48 11.8333 50	1159.67 $44.99
102 ROBIN ST NAPA	01/01/1971 DEL REY	$7,900.00 **$50,000.00** 12/30/2016	ABJ1678	12 50	600 $83.33

	Original	Resale
Total	$123,973.00	$809,173.00
Average	$13,774.78	$89,908.11
Max	$52,173.00	$170,000.00
Min	$4,500.00	$42,000.00
Avg $SqFt	$13.37	$89.43
Avg SqFt	980	980
Number of records	**9**	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC
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800-232-3908

Park Name :	**AMERICAN CANYON MHP**
Park Address :	260 AMERICAN CANYON RD AMERICAN CANYON, CA 94589
Spaces :	191
From :	10/19/2016 to 10/19/2018
Report date :	10/19/2018

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
260 AMERICAN CANYON RD #167 AMERICAN CANYON	01/01/1974 FLEETWOOD BARRINGTON	$8,500.00 **$92,000.00** 04/26/2018	AAV9518	11.6667 60	700 $131.43
260 AMERICAN CANYON RD #46 AMERICAN CANYON	01/01/1973 FLEETWOOD FLEETWOOD	$13,700.00 **$105,000.00** 02/28/2018	AAZ9645	12 60 12 60	1440 $72.92
260 AMERICAN CANYON RD #61 AMERICAN CANYON	01/01/1975 FLEETWOOD	$16,500.00 **$111,000.00** 02/21/2018	AAM3356	12 64 12 64	1536 $72.27
260 AMERICAN CANYON RD #99 AMERICAN CANYON	07/28/1987 FLEETWOOD HOMES INC SANDALWOOD	$0.00 **$183,250.00** 02/14/2018	LBJ1348 MAPS CREDIT UNION	14 60 14 60	1680 $109.08
260 AMERICAN CANYON RD #33 AMERICAN CANYON	01/01/1978 FAR WEST FAR WEST	$20,900.00 **$100,000.00** 02/01/2018	AAI1639	10 60 10 60	1200 $83.33
260 AMERICAN CANYON RD #169 AMERICAN CANYON	08/11/2000 FLEETWOOD HOMES CA INC SPRING HILL	$72,950.00 **$110,000.00** 01/31/2018	LBC5895 21ST MORTGAGE CORPORATION	11.75 52 11.75 52	1222 $90.02
260 AMERICAN CANYON RD #50 AMERICAN CANYON	01/01/1971 MANUFACTURED HOUSING CORP BLAIR	$12,900.00 **$11,500.00** 01/26/2018	LBN4311 SANTIAGO SALES	12 57 12 57	1368 $8.41
260 AMERICAN CANYON RD #149 AMERICAN CANYON	01/01/1973 HOWARD MANOR	$14,500.00 **$110,000.00** 10/19/2017	AAY3087	12 60 12 60	1440 $76.39

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
260 AMERICAN CANYON RD SP 158 AMERICAN CANYON	01/01/1973 FLEETWOOD FLEETWOOD	$7,900.00 **$43,500.00** 09/22/2017	ABF6344	12 60	720 $60.42
260 AMERICAN CANYON RD #150 AMERICAN CANYON	10/29/2000 FLEETWOOD HOMES CA INC FESTIVAL II	$177,500.00 **$177,500.00** 09/14/2017	LBN3766 21ST MORTGAGE CORP SANTIAGO SALES	15 54 15 60	1710 $103.80
260 AMERICAN CANYON RD #39 AMERICAN CANYON	01/01/1975 SKYLINE HOMETTE	$16,500.00 **$110,000.00** 09/07/2017	LBN2178 SANTIAGO SALES	12 63 12 63	1512 $72.75
260 AMERICAN CANYON RD #80 AMERICAN CANYON	01/01/1972 FLEETWOOD FLEETWOOD	$7,500.00 **$4,500.00** 08/20/2017	AAJ6095	12 60	720 $6.25
260 AMERICAN CANYON RD #181 AMERICAN CANYON	01/01/1973 VKBRT	$24,100.00 **$90,000.00** 08/16/2017	ABD9545 21ST MORTGAGE CORPORATION	12 64 12 64	1536 $58.59
260 AMERICAN CANYON RD #74 AMERICAN CANYON	07/01/1999 CHAMPION OAK CREST	$0.00 **$87,000.00** 05/16/2017	LBJ4728 21ST MORTGAGE CORPORATION	14 48	672 $129.46
260 AMERICAN CANYON #29				13.3333 64 13.3333 60	1653.33 $105.51

AMERICAN CANYON	04/18/2008 FLEETWOOD HOMES CA INC VOGUE II	$174,450.00 **$174,450.00** 05/12/2017	LBN1606 ALTIER CREDIT UNION ISAOA SANTIAGO SALES		
260 AMERICAN CANYON RD #138 AMERICAN CANYON	08/23/1985 SKYLINE HOMES INC PALM SPRINGS	$34,460.00 **$128,000.00** 03/24/2017	LAI4977 21ST MORTGAGE CORP	12 52 12 52	1248 $102.56
260 AMERICAN CANYON RD SP 100 AMERICAN CANYON	01/01/1978 BENDIX BENDIX MANOR	$20,700.00 **$105,000.00** 12/08/2016	ABJ6787	12 56 12 56	1344 $78.12
260 AMERICAN CANYON RD #124 AMERICAN CANYON	01/01/1973 FUQUA HM GULF STREAM	$15,400.00 **$94,000.00** 12/05/2016	ABD3873 21ST MORTGAGE	12 60 12 60	1440 $65.28

	Original	Resale
Total	$638,460.00	$1,836,700.00
Average	$35,470.00	$102,038.89
Max	$177,500.00	$183,250.00
Min	$0.00	$4,500.00
Avg $SqFt	$24.44	$79.26
Avg SqFt	1286	1286
Number of records	**18**	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC

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800-232-3908

Park Name :	**LAS CASITAS MHP**
Park Address :	3000 BROADWAY AMERICAN CANYON, CA 94590
Spaces :	96
From :	10/19/2016 to 10/19/2018
Report date :	10/19/2018

Address **City**	**Mfd Date** **MFG** **Trade**	**Original** **Current** **Sales Date**	**Decal** **Legal** **Dealer**	**Wd Lt**	**Total sq Ft** **Per Sq Ft**
3000 BROADWAY ST #37 AMERICAN CANYON	09/21/1970 LANCER LANCER	$5,700.00 **$51,000.00** 08/22/2018	AAI2030 21ST MORTGAGE CORPORATION	12 54	648 $78.70
3000 BROADWAY #76 AMERICAN CANYON	01/01/1971 GOLDEN WEST GOLDEN WEST	$17,300.00 **$115,000.00** 07/18/2018	AAL3989 21ST MORTGAGE CORPORATION	11 64 11 64	1408 $81.68
3000 BROADWAY #59 AMERICAN CANYON	01/01/1971 LANCER LANCER	$5,500.00 **$50,000.00** 04/27/2018	AAH6903	12 54	648 $77.16
3000 BROADWAY ST #54 AMERICAN CANYON	GOLDENWEST GOLDENWEST	$17,799.00 **$38,000.00** 03/12/2018	ABI5752 21ST MORTGAGE CORPORATION	12 60 12 60	1440 $26.39
3000 BROADWAY SP 16 AMERICAN CANYON	07/27/1995 SKYLINE HM INC OAKMANOR	$49,879.00 **$105,000.00** 12/26/2017	LAW4675	12 52 12 52	1248 $84.13
3000 BROADWAY #40 AMERICAN CANYON	01/01/1972 SHERATON HMS SHERATON MANOR	$14,700.00 **$115,000.00** 10/27/2017	AAM9235	12 57 12 57	1368 $84.06
3000 BROADWAY ST #56 AMERICAN CANYON	01/01/1973 FLEETWOOD FLEETWOOD	$10,999.00 **$110,000.00** 10/20/2017	ABJ3468 JOHN B GIACOMA JR AND PHYLLIS	12 60 12 60	1440 $76.39
3000 BROADWAY #83 AMERICAN CANYON	01/01/1971 GREAT WESTERN	$18,599.00 **$120,000.00** 10/20/2017	ABJ2425 CREDIT HUMAN FEDERAL CREDIT UN	12 64 12 64	1536 $78.12

Address **City**	**Mfd Date** **MFG** **Trade**	**Original** **Current** **Sales Date**	**Decal** **Legal** **Dealer**	**Wd Lt**	**Total sq Ft** **Per Sq Ft**
3000 BROADWAY ST #26 AMERICAN CANYON	01/01/1970 COMMODORE COMMODORE	$6,300.00 **$47,500.00** 08/28/2017	LAB4091	12 56	672 $70.68
3000 BROADWAY ST #22 AMERICAN CANYON	01/01/1971 KAUFMAN/BROAD BAINBRIDGE	$9,700.00 **$110,000.00** 08/08/2017	ABC3710	12 52 12 52	1248 $88.14
3000 BROADWAY #31 AMERICAN CANYON	01/01/1970 GOLDEN WEST GOLDEN WEST	$16,100.00 **$121,000.00** 07/21/2017	AAZ6310	12 60 12 60	1440 $84.03
3000 BROADWAY ST #90 AMERICAN CANYON	CHAMPION CHAMPION	$4,900.00 **$50,000.00** 07/14/2017	AAY7957	12 60	720 $69.44
3000 BROADWAY #62 AMERICAN CANYON	01/01/1971 REDMAN SHERATON MANOR	$14,500.00 **$96,000.00** 06/21/2017	AAJ6049	12 60 12 60	1440 $66.67
3000 BROADWAY ST #51 AMERICAN CANYON	01/01/1972 CHAMPION CHAMPION	$11,300.00 **$79,000.00** 03/17/2017	AAH8440	12 60 12 60	1440 $54.86
3000 BROADWAY ST #69 AMERICAN CANYON	09/20/2005 FLEETWOOD HOMES OF CALIF. INC EXPRESSION	$136,334.00 **$114,000.00** 01/23/2017	LBI2560	11.6667 52 11.6667 52	1213.33 $93.96

3000 BROADWAY SP 81 VALLEJO	01/01/1971 CASTLE	$12,500.00 **$72,500.00** 12/14/2016	ABH3890	12 64 12 64	1536 $47.20

3000 BROADWAY ST #52 AMERICAN CANYON	01/01/1972 FLEETWOOD FESTIVAL	$13,700.00 **$120,000.00** 11/30/2016	AAU2715	12 60 12 60	1440 $83.33
3000 BROADWAY ST SP 41 AMERICAN CANYON	01/31/2012 CMH MANUFACTURING WEST INC CLAYTON	$140,528.00 **$150,000.00** 10/31/2016	LBL1855	13.5 56 13.5 56	1512 $99.21

	Original	Resale
Total	$506,338.00	$1,664,000.00
Average	$28,129.89	$92,444.44
Max	$140,528.00	$150,000.00
Min	$4,900.00	$38,000.00
Avg $SqFt	$21.58	$74.68
Avg SqFt	1244	1244
Number of records	**18**	

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Santiago Financial, Inc. - **COMPARABLE SALES REPORT**

SANTIAGO FINANCIAL, INC.
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800-232-3908

Park Name : **WORLD MARINE ESTATES**
Park Address : 2555 FLOSDEN RD AMERICAN CANYON, CA 94589
Spaces : 125
From : 10/19/2016 to 10/19/2018
Report date : 10/19/2018

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
2555 FLOSDEN RD #79 AMERICAN CANYON	11/22/1988 HALLMARK/SOUTHWEST EST	$69,035.00 **$200,000.00** 08/06/2018	LAM9584 21ST MORTGAGE CORPORATION	12 50 12 50	1200 $166.67
2555 FLOSDEN RD #51 AMERICAN CANYON	05/11/1978 HALLMARK SOUTHWEST ESTATES	$76,850.00 **$185,000.00** 04/16/2018	LAM6680	12 52 12 52	1248 $148.24
2555 FLOSDEN RD #111 AMERICAN CANYON	11/07/1991 HALLMARK SOUTHWEST CORP THE ESTATES	$79,000.00 **$170,000.00** 04/05/2018	LAT7691 21ST MORTGAGE	12 60 12 60	1440 $118.06
2555 FLOSDEN RD #45 AMERICAN CANYON	01/13/1988 HALLMARK SOUTHWEST ESTATES	$84,165.00 **$185,000.00** 03/01/2018	LAM3402 MURPHY BANK	12 50 12 50 10 30	1500 $123.33
2555 FAIRGROUNDS DR #7 AMERICAN CANYON	06/12/1987 HALLMARK SOUTHWEST THE ESTATES	$64,665.00 **$180,000.00** 02/28/2018	LAL1713	12 50 12 50	1200 $150.00
2555 FLOSDEN RD #5 AMERICAN CANYON	12/27/1987 HALLMARK SOUTHWEST THE EST	$82,665.00 **$185,000.00** 12/29/2017	LAM3343	10 30 12 50 12 50	1500 $123.33
2555 FLOSDEN RD SP 92 AMERICAN CANYON	07/16/1991 HALLMARK SOUTHWEST CORP ESTATES	$87,016.00 **$180,000.00** 12/04/2017	LAT1791 MURPHY BANK	12 60 12 60	1440 $125.00
2555 FLOSDEN RD #95 AMERICAN CANYON	06/27/1989 HALLMARK ESTATES	$80,911.00 **$98,000.00** 11/13/2017	LAP5067	12 64 12 64	1536 $63.80

Address / City	Mfd Date / MFG / Trade	Original / Current / Sales Date	Decal / Legal / Dealer	Wd Lt	Total sq Ft / Per Sq Ft
2555 FLOSDEN RD #66 AMERICAN CANYON	09/23/1990 HALLMARK SOUTH WEST CORP ESTATES	$89,485.00 **$220,000.00** 10/30/2017	LAS3055 21ST MORTGAGE CORPORATION GARDEN HOMES	12 46.6667 10 28.6667 12 46.6667	1406.67 $156.40
2555 FLOSDEN RD #91 AMERICAN CANYON	11/13/1991 HALLMARK SOUTHWEST CORP ESTATES	$52,500.00 **$175,000.00** 10/26/2017	LAT2393 MURPHY BANK	12 60 12 60	1440 $121.53
2555 FLOSDEN RD #12 AMERICAN CANYON	09/01/1987 HALLMARK SOUTHWEST THE ESTATES	$81,985.00 **$27,065.00** 07/05/2017	LAM1037 21ST MORTGAGE CORPORATION	12 64 12 64	1536 $17.62
2555 FLOSDEN RD #74 AMERICAN CANYON	12/12/1990 HALLMARK SOUTHWEST CORP THE ESTATES	$89,335.00 **$190,000.00** 06/02/2017	LAS7046 WASHINGTON MUTUAL BANK	10 30 12 50 12 50	1500 $126.67
2555 FLOSDEN RD #84 AMERICAN CANYON	07/16/1990 HALLMARK SOUTHWEST CORP ESTATES	$83,545.00 **$175,000.00** 11/30/2016	LAS1678 21ST MORTGAGE	12 52 12 52	1248 $140.22
2555 FLOSDEN RD #101 AMERICAN CANYON	10/02/1988 HALLMARK SOUTHWEST CORP ESTATES	$82,248.00 **$130,000.00** 10/19/2016	LAN3479 FRIDOLFSSON	12 64 12 64	1536 $84.64

	Original	Resale
Total	$1,103,405.00	$2,300,065.00

Average	$78,814.64	$164,290.36
Max	$89,485.00	$220,000.00
Min	$52,500.00	$27,065.00
Avg $SqFt	$56.12	$118.96
Avg SqFt	1409	1409
Number of records	**14**	

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Cindy Tzafopoulos

From: Mary Koberstein
Sent: Friday, November 09, 2018 3:54 PM
To: Cindy Tzafopoulos
Subject: Fwd: Rent Stabilization

Mary Koberstein
St Helena City Council
MKoberstein@cityofsthelena.org
207-542-5035

Begin forwarded message:

From: "Jeanne Wilson" <jeannew2001@verizon.net>
Subject: Rent Stabilization
Date: November 4, 2018 at 10:56:06 AM PST
To: <agalbraith@cityofsthelena.org>, <pwhite@cityofsthelena.org>, <pdohring@cityofsthelena.org>, <mkoberstein@cityofsthelena.org>, <gellsworth@cityofsthelena.org>, <citycouncil@cityofsthelena.org>
Cc: "'Vineyard Valley MHP'" <vineyardvalleymhp@gmail.com>

I am a resident of Vineyard Valley and I strongly oppose Rent Stabilization. If you vote for it, I will never support your candidacy.

Sincerely,
Jeanne Wilson
36 Laguna Seca Cour

Cindy Tzafopoulos

From: Mary Koberstein
Sent: Friday, November 09, 2018 3:55 PM
To: Cindy Tzafopoulos
Subject: Fwd: Rent Stabilization - Vineyard Valley

Mary Koberstein
St Helena City Council
MKoberstein@cityofsthelena.org
207-542-5035

Begin forwarded message:

From: Elizabeth Green <green05@sbcglobal.net>
Subject: Rent Stabilization - Vineyard Valley
Date: November 4, 2018 at 12:58:11 PM PST
To: "mkoberstein@cityofsthelena.org" <mkoberstein@cityofsthelena.org>
Reply-To: Elizabeth Green <green05@sbcglobal.net>

Please be advised that the majority of residents in this park DO NOT *want this ordinance passed*.

Rodney & Elizabeth Green

TO THE CITY COUNCIL

WE ARE VINEYARD VALLEY RESIDENTS AND WE AGREE WITH THIS LETTER.
Ronald AND CAROLYN LONG

VINEYARD VALLEY

November 2, 2018

CITY OF ST. HELENA
NOV 9 2018
OFFICE OF CITY CLERK

Homeowner/Resident
Vineyard Valley MHP
290 Pope Street
St. Helena, California 94574

Dear Homeowner/Resident:

We would like to take this opportunity to thank each of you who have voiced your opposition to the City's proposed rent control ordinance. Up until this point, it has always been our intention to operate the park for many decades to come. However, if the proposed ordinance is adopted, we cannot guarantee our long-term plans will remain the same.

Over the years, we have attempted to be as fair as possible to our long-term residents, raising the rent to market only when a new person moves in, who voluntarily agrees to pay the market rate. The proposed ordinance not only presumes our 2017 profits should not even be allowed to keep pace with inflation, it prevents us from increasing the rent to market when homes are sold, regardless of whether the new person has the financial ability to pay the fair market rate.

So that you can more fully examine the impact the proposed ordinance would have on the more than 40 people in our ownership group, I am enclosing a copy of the letter we are sending to the Mayor and City Council, objecting to the ordinance. Rather than adopting an ordinance that might force us to change the use of the property, we are asking the City to adopt a subsidy program, so as to assist any of you who truly are unable to pay the rent.

If the City declines to adopt a subsidy program, we are prepared to offer a "rent credit program" for the truly needy, as an alternative to rent control. As you can see, under our rent credit program, qualifying residents would not have to pay any rent increases at all.

We sincerely believe that either a government subsidy program, or a privately run rent credit program, would be superior to the proposed ordinance. Because the long-term viability of the community we all care so deeply about may be at stake, we respectfully request you to contact the Mayor and City Council and urge them to reject the proposed ordinance.

Vineyard Valley Mobile Home Park, LLC

Greg Reynolds

By: Greg Reynolds, Managing Member

290 Pope Street • St. Helena, CA 94574 • (707)963-2725
vineyardvalleymhp@gmail.com

November 6, 2018

Dear Mayor and Members of the St. Helena City Council,

We are contacting you because we are residents of Vineyard Valley and wish to express our concerns about the proposed rent stabilization ordinance that is currently before you.

When this ordinance was first proposed, we were interested but wanted to know more. The arguments against it, we felt, were based more on emotion than on substance and we were unwilling to take a position until we felt we had all sides of the story.

In particular, we wanted to know how specifically this ordinance would negatively affect the park owners, beyond being another bothersome regulation from a government entity, something that few business owners relish. Absent that, we were inclined to support the idea of rent stabilization not because we are unhappy with our current lease — we are quite happy with its terms — or because we have any quarrel with the manner in which the park is operated and managed, which we most certainly do not. Nor do we doubt Greg Reynolds when he states, as he has on multiple occasions both publicly and in writing, that he and the LLC have harbored no plans to sell the park.

We saw the prospect of rent stabilization as a possible insurance policy for residents, just in case something unforeseen developed that would trigger a sale of the park despite the LLC's stated intentions. Again, without knowing how the proposed ordinance might injure the owners' material interests, we hoped the City Council would continue to study the proposal from all angles.

Now, with the letter from Mr. Anthony Rodriguez, Esq. dated November 2, 2018, we have a clearer picture of the park owners' objections. We are persuaded by their representatives' explanation that the ordinance could in effect reduce their profit to zero over time, were it widely used by the tenants. We are also persuaded by the argument that the owners' inability to realize a profit on capital expenditures is an unreasonable burden and would prove to be a disincentive to continue the level of improvement and upkeep the owners have demonstrated over the past several years. As the letter points out, the park itself is reaching senior status and its infrastructure will continue to need refurbishing and replacement. To expect the park owners to do so while only covering the absolute costs of labor and materials is unrealistic from a business sense.

We certainly understand Mr. Reynolds' feelings about this process and we take seriously the assertion that the park owners could close the park and seek another use for the property were this ordinance to go forward. It appears it would be within the park owners' power to do so, and as Mr. Rodriguez points out, they would not have the means to recompense the residents for the fair market value of their units, even if the residents or the City were to try to compel them.

Given these facts, we are very concerned that the proposed ordinance will have unintended consequences that would put the Vineyard Valley residents' interests and security in serious jeopardy. Moreover, until this matter is resolved, all of us who own units there could find it difficult to sell our homes should we need to, which is certainly not the intent of the City.

We appreciate that the City has had the interests of the current and potential future residents of Vineyard Valley in mind and has a concern for preserving the affordability of its housing stock. However, it has become clear to us that the proposed rent stabilization ordinance might create the very problem it is intending to solve, and we urge the Mayor and council members to vote against this ordinance.

Best regards,

Jan Mandroian & Michael Flynn
30 Redondo Ct.
St. Helena CA 4574

Cindy Tzafopoulos

From:	Anthony Rodriguez <arodesq@pacbell.net>
Sent:	Monday, November 12, 2018 5:07 PM
To:	jwandms@pacbell.net
Cc:	Alan Galbraith; Peter White; Paul Dohring; Mary Koberstein; Geoff Ellsworth; CityCouncil; Cindy Tzafopoulos; 'Greg Reynolds'; jduarte@sthelenastar.com; dstoneberg@sthelenastar.com; 'Anthony Rodriguez'
Subject:	Vineyard Valley Mobilehome Park - Objection to Proposed Rent Control Ordinance - November 13, 2018 Agenda Item 10.3
Attachments:	Vineyard Valley MHP - Letter to James Wayson Re Proposed Rent Control Ordinance - November 12 2018.pdf

Mr. Wayson:

Please see the attached response to your November 5, 2018 letter to Mayor Galbraith, regarding the proposed mobilehome rent control ordinance. As you can see from the attached letter, some of the points you have raised are inaccurate, or are based on false assumptions. As it would appear the tenants would be better served by a government run subsidy program and/or the parkowner's proposed rent credit program, my client would like to meet with you to discuss those alternatives with you. If you would like to arrange such a meeting, please do not hesitate to contact me, or you may contact Greg Reynolds directly.

I am also sending a copy of this letter to the Mayor and the City Council, so it may be included in the record of the proceedings regarding the proposed ordinance.

Anthony C. Rodriguez

Law Office of Anthony C. Rodriguez
1425 Leimert Boulevard, Suite 101
Oakland, California 94602
Telephone: (510) 336-1536
Facsimile: (510) 336-1537
Email: arodesq@pacbell.net

ANTHONY C. RODRIGUEZ
ATTORNEY AT LAW
1425 LEIMERT BOULEVARD
SUITE 101
OAKLAND, CALIFORNIA 94602 -1808

TELEPHONE (510) 336-1536
FACSIMILE (510) 336-1537

November 12, 2018

James Wayson
Vineyard Valley Mobilehome Park
8 Del Rio Court
St. Helena, California 94574

Re: Objections to Proposed Mobilehome Park Rent Stabilization Ordinance / November 13, 2018 City Council Meeting / Agenda Item 10.3

Dear Mr. Wayson:

As you know, this office represents the owner of Vineyard Valley Mobilehome Park. I have reviewed your November 5, 2018 letter to Mayor Galbraith. As it would appear some of the points you have made are either inaccurate, or based on false assumptions, a brief response is in order.

1. Eighty Eight (88) Tenants are Currently Paying Less Than $800 Per Month: You state that you doubt there are "more than a couple of residents paying $600 to $800." Enclosed for your review is a list showing all spaces at the park with a base rent of less than $800 per month. Although the parkowner does not believe it would be appropriate to provide the names or addresses of those tenants at this time, there are 88 spaces on that list. Again, although the parkowner does not believe the identity of those tenants should be disclosed at this time, the parkowner is willing to testify under oath that the attached list is accurate.

2. The Loan for the Road Improvement Project Was Interest Free: You claim that the park amortized the road improvement project over 15 years, instead of 10, so it could make a greater profit. Nothing could be further from the truth. The true fact is that the road improvement project cost approximately $327,000, *without interest.* Although the parkowner could have included interest in the pass through, it did not do so.

If the parkowner had passed through the road improvement project without interest over ten years, the per space cost would have been $12.62 per space per month. ($327,000 ÷ 216 spaces ÷ 120 months = $12.62 per space per month). By extending that period to fifteen years, the parkowner was able to reduce the per space cost to $8.40. ($327,000 ÷ 216 spaces ÷ 180 months = \$8.40 per space per month). As the parkowner did *not* include interest in either calculation, it should be obvious that the sole reason for extending the pass through period from 10 to 15 years was to benefit the tenants. (See enclosed invoice).

3. Your Current Base Rent is \$902 Per Month: In your letter you state that you now pay \$1,050 per month to reside at your space. Although you admit that the \$1,050 includes "various surcharges on services" and the \$8.40 road pass through, you did not mention the fact that your current base rent is only \$902 per month.

Assuming your base rent was \$600 when you moved into the park in June of 2004, a 3% increase for the next fourteen years would have resulted in a current base rent of \$907.55. However, you current base rent is only \$902. In other words, your base rent has actually been increased by slightly less than 3% per year, or an average of \$21.57 per year. (\$902 - \$600 = \$302 ÷ 14 years = \$21.57 per year).

4. Qualifying Tenants Would Be Better Off Under a City Subsidy Program and/or the Parkowner's Rent Credit Program than Under Rent Control: As stated in my November 2, 2018 letter to the Mayor and City Council, qualifying tenants would be better off under either a City sponsored subsidy program or the parkowner's proposed rent credit program than under the proposed ordinance, because qualifying tenants might not have to pay any rent increases at all.

Although I have no knowledge regarding your current income or assets, if you believe you will not be able to afford future rent increases, the parkowner is willing to meet with you, to determine whether you would qualify for the park's proposed rent credit program. If you would like to arrange such a meeting, please contact Greg Reynolds at your earliest convenience. As is the case at other parks with similar rent credit programs, any information you provide regarding your eligibility will be kept in strict confidence.

If you have any questions or comments regarding any of the above, please do not hesitate to contact me. Thank you.

Very truly yours,

Anthony C. Rodriguez

cc: The Mayor and City Council
Greg Reynolds
(w/enclosures)

Rents Under 800

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Black Diamond Paving, Inc.
23098 Connecticut Street
Hayward, CA 94545 US
(510) 770-1150 phone
(510) 770-1151 fax
www.blackdiamondpaving.com

RECEIVED
MAY 12 2017
BY: [signature]

INVOICE

PLEASE NOTE OUR NEW ADDRESS !!!

To: **Vineyard Valley Mobile Home Park**
290 Pope Street
St. Helena, CA 94574 US

Attn: Shelly DiFede ~~John Morrison~~

Project: **Vineyard Valley Mobile Home Park**
290 Pope Street, St. Helena

Invoice #: **16329-DT**

Date: **05/05/17**

P.O. #: **Contract**

Terms: **Due Upon Receipt**

Description of Work	Price	Total
100% Complete:		
Item I: Asphalt Overlay	$327,348.00	
Amount Due This Invoice		**$327,348.00**

Federal I.D. #77-0420591 Incorporated

Now accepting most major credit cards!
Processing fee waived if paid in full within 15 days of invoice date.

For more information, contact:

Accounting Contact: Antinette Ornelas, aornelas@blackdiamondpaving.com, 510-770-1150 x34

Saint Helena City Council

November 12, 2018

Alan Galbraith, agalbraith@cityofsthelena.org
Peter White, pwhite@cityofsthelena.org
Paul Dohring, pdohring@cityofsthelena.org
Mary Koberstein, mkoberstein@cityofsthelena.org
Geoff Ellsworth, gellsworth@cityofsthelena.org

Ladies and Gentlemen,

I am a single woman on a fixed income living in Vineyard Valley. I am very much in favor of Rent Stabilization and genuinely hope you pass it, as I will not appreciate a substantial increase in rent when -- not if -- the park is sold by the LLC that owns it.

Thank you,

Carol Brennan

Carol Brennan
6 La Cuesta Court

November 10, 2018

St. Helena City Council Members: Mayor Galbraith, Vice Mayor White and Council Members Dohring, Koberstein and Ellsworth

I have a few comments to make regarding the communication that you received from Mr. Greg Reynolds, Managing Partner of Vineyard Valley Mobile Home Park and the Attorney for his group of investors, Mr. Rodriquez.

Mr. Reynolds initial tactic when he was informed of the intent of the City to consider a Rent Stabilization Ordinance for Mobile Home Parks in St. Helena was to divide and conquer. He has been quite successful in that endeavor. Now, with the help of his attorney Mr. Rodriquez, he has switched to threat and fear mongering. I am not surprised at all. He has always delivered his letters that might have an emotional impact on residents by placing them in their mail boxes (cubby mailboxes) in the Vineyard Valley post office building on Friday at close of business leaving people to worry for the weekend without an opportunity to speak to anyone in a position of authority.

He refers to wanting to increase the rent to market when homes are sold. I asked this question at your last City Council meeting and now I ask it again. How does one establish market rate for mobile homes? I have lived here 18 years and had a 3% increase every year which has approximately doubled my rent. There is no mention when discussions of rent ensue that we also pay a water/sewer charge, a garbage charge and an assessment for the capital improvement of paving the streets. We have no idea if we actually used that much water as we do not have meters and are never shown any of the billing to the Park from the City. Excuse my digression. The point is market rate base rent and until someone establishes a way to determine what that is then this discussion cannot be objective.

I am amazed when there is so much emphasis on the infrastructure being 50 years old and likely to fail at any time. When Mr. Reynolds started the paving project a few years ago I approached him and said that it seemed wise to replace the pipes underneath the street before paving since the pipes were very old. He retorted that the pipes were just fine. So, in a couple of years they have deteriorated?

It seemed to me in the last City Council meeting that you were willing to discuss the vacancy control issue but you needed certain information in order to have that discussion. When Councilmember Koberstein indicated that certain information would be needed Mr. Reynolds shook his head no. That is really too bad because I think there is room for negotiation of this factor.

Mr. Rodriquez says the ordinance does not guarantee the pass through of capital improvement costs. I think 9.24110 would refute that statement but I won't attempt to debate with an attorney.

The land on which Vineyard Valley Mobile Home Park sits is zoned medium density residential with a mobile home park overlay. In order to change the use, there would have to be an appeal from the owners to do so. This would destroy a large portion of the City of St. Helena's middle income housing which would be tragic. We are an option for people of middle income who are still working as well as retirees. I did a casual count of the people living here and came up with 35 who are working full time. We have realtors, teachers, pharmacist, race horse trainer, wine industry employees, painters, small appliance repairman etc. I repeat that to lose this housing option in St. Helena would be tragic.

Priscilla Dell – 25 San Juan Court, St. Helena, CA 94574

Cindy Tzafopoulos

From:	Gary Crosman <gcrosman@hpsarch.com>
Sent:	Monday, November 12, 2018 2:40 PM
To:	Cindy Tzafopoulos
Subject:	Concerning rental control at Vineyard Valley.

The worst thing that could happen to we who live in Vineyard Valley is if the park was to be sold to a developer who would bulldoze our houses and build a new residential subdivision or resort on the property. We would receive little if any compensation and our "nest eggs" would disappear. This is obviously a worse scenario than if rents were raised. In that case, if the rent became unbearable, we could at least sell our houses and use our nest egg to move elsewhere.
It is for these reasons that I oppose rent control for Vineyard Valley. Rent control increases the likelihood that the park would be sold to developers because the park owners would be restricted in their ability to make a satisfactory profit on their property.

Sincerely,
Gary Crosman
5 Del Campo Court
St. Helena, CA

Cindy Tzafopoulos

From:	Madeline DeMarco <madelinedemarco@yahoo.com>
Sent:	Monday, November 12, 2018 3:01 PM
To:	Cindy Tzafopoulos
Subject:	Against Rent control in Vineyard Valley

As a resident of Vineyard Valley I am against any rent control ordinance issued by the City of St. Helena. Vineyard Valley is a very unique park that offers many amenities to its residents and allows us to live ad retire here. Please do not allow the city to interfere with this parks policies as I believe the park owners have been more than fair and continue to upgrade our living situation through investing and beatifying our lovely park.

Sincerely,
Madeline DeMarco
5 Del Campo
St Helena

[Sent from Yahoo Mail for iPad]

Cindy Tzafopoulos

From:	Michael Shinn <mls9000@gmail.com>
Sent:	Monday, November 12, 2018 1:17 PM
To:	Mark Prestwich; Cindy Tzafopoulos; Noah Housh
Subject:	Fwd: Proposed Rent Control Ordinance for Vineyard Valley

Urgent:
We would request that our attached email be read publicly during the hearing on Tuesday evening. We live in Southern California and will be unable to attend the City Council meeting.

The reason that our letter should be specifically read to all those in attendance is because we as a single tenant, stand to lose in excess of $300,000 as a result of the actions of the City and the angry threatening written public responses from the Park owner to the proposed rent control ordinance.

I suspect very few people have considered how extremely damaging and costly their decisions might be to the folks who need to SELL their homes in Vineyard Valley at this time. These losses will FAR exceed the value of any rent concessions resulting from rent control and clearly will lead to a lot of expensive litigation in the near future.

Thank you for bringing these issues to everyone's attention on Tuesday.

Michael & Jennifer Shinn
53 Laguna Seca Court
Saint Helena, CA 94574
303-997-9000

Sent from my iPad

Begin forwarded message:

> **From:** Michael Shinn <mls9000@gmail.com>
> **Date:** November 11, 2018 at 10:42:30 PM PST
> **To:** agalbraith94574@gmail.com, pwhite@cityofsthelena.org, pdohring@cityofsthelena.org, mkoberstein@cityofsthelena.org, gellsworth@cityofsthelena.org, citycouncil@cityofsthelena.org
> **Cc:** vineyardvalleymhp@gmail.com
> **Subject: Proposed Rent Control Ordinance for Vineyard Valley**
>
> Dear Mayor and City Council Members:
>
> My wife and I have owned a home in Vineyard Valley for seven years and are currently trying to sell it. We moved out several months ago and currently live in Southern California.
>
> We have been watching nervously the ongoing battle between City Council and the owners of the Park regarding a very controversial rent control proposal.
>
> On August 2, 2018 we accepted a purchase contract on our property for $389,000 that was scheduled to close in 3 weeks. Much to our dismay, on August 3rd we received a letter from the owner of the park along with a letter from his attorney that threatened that if the rent control

ordinance passed they would likely close the park and/or sell it to another user who would likely change the use of the park. Not surprisingly three days later, the buyer walked from his purchase contract with us.

Now we find ourselves caught in the middle of this dispute with a vacant home that no one is going to want to risk buying when the owner has threatened to close down Vineyard Valley and render all homes in the park worthless.

Unfortunately our $1,000 per month lease and utilities expense plus another $500+ cost for insurance and taxes will continue even though we have an unmarketable house that is vacant and could stay that way for years of litigation while this drags out. To make matters worse, the park will not allow anyone to rent out their vacant properties to offset the costs of owning it.

I am copying this email to the park owner as well and sincerely hope that all parties concerned will rapidly attempt to resolve the financial nightmare they are putting us in along with any other owners in the park who need to sell.

Please include our letter with the others that will be presented in the November 13 City Council meeting.

Michael & Jennifer Shinn
53 Laguna Seca Court
Saint Helena, CA 94574
Telephone: 303-997-9000

Sent from my iPad

Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **Consent Item**

Subject: **Consideration and proposed adoption of a resolution to approve the Final Map for the Lands of Sander, LLC and authorizing the City Manager to execute the Subdivision Improvement Agreement.**

CEQA Determination: **Exempt from CEQA pursuant to Section 15332, which exempts projects characterized as in-fil development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services**

Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On June 5, 2018, the Planning Commission approved Tentative Map PL17-066 and associated Conditions of Approval for the Lands of Sander, LLC Tentative Map, to allow the subdivision of the existing (approximately) 14.75 acre parcel into a 0.5 acre parcel and a 14.25 remainder parcel, located at 2525 Madrona.

The Final Map (Exhibit A to Attachment 1) has been reviewed for compliance with Title 16 of the St. Helena Municipal Code and the California Subdivision Map Act. The City Engineer has determined that the Final Map and the location and configuration of the lot created by this Final Map substantially comply with the previously approved Tentative Map approved on June 5, 2018.

DISCUSSION

Per St. Helena Municipal Code (SHMC) Section 16.20.080 the City Council has the authority to approve Final Maps. Lands of Sander, LLC has requested City Council approval and recordation of the Final Map prior to the completion of all public infrastructure required to serve the parcel.

Lands of Sander, LLC has submitted cash in the amount of $64,514.00 (in lieu of a bond) as security to ensure the required public improvements are constructed, as permitted in SHMC 16.32.320. In addition, Sander, LLC has provided a draft Subdivison Improvement Agreement as a means to document how their commitment to constructing these improvements are to be met (as further required by the Chapter 16.24 of the SHMC). All other applicable Tentative Map and Final Map conditions of approval have been satisfied.

FISCAL IMPACT

There are no direct fiscal impacts to the City from the approval of the Final Map.

RECOMMENDED ACTION

Staff recommends City Council adopt the attached resolution approving the Final Map for the Lands of Sander, LLC and authorizing the City Manager to execute the Subdivision Improvement Agreement.

ATTACHMENTS

Attachment 1: Resolution
Exhibit A to Resolution
Attachment 2: Draft Subdivision Improvement Agreement
Attachment 3: Location Map
Attachment 4: Planning Commission Resolution 2018-023

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution approving the Final Map for the Lands of Sander, LLC and authorizing the City Manager to execute the Subdivision Improvement Agreement

RECITALS

A. On June 5, 2018, the Planning Commission approved Tentative Map PL17-066 and associated Conditions of Approval for the Lands of Sander, LLC Tentative Map, to allow the subdivision of the existing (approximately) 14.75 acre parcel into a 0.5 acre parcel and a 14.25 remainder parcel, located at 2525 Madrona, and

B. Sander, LLC submitted to the City for approval a Final Map for the Tentative Parcel Map; and

C. City staff has reviewed the proposed Final Map, attached hereto as Exhibit A, and finds it to be technically correct and that all applicable Final Map conditions of approval have been satisfied; and

D. A draft Subdivision Improvement Agreement has been reviewed by the City Attorney and cash in lieu of a bond in the amount totaling $64,514 has been provided to the City of St. Helena for the construction costs of required public improvements to allow recordation, if approved by the City Council.

RESOLUTION

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

1. Finds that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15332, which exempts projects characterized as in-fill development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat;

won't cause any significant environmental effects; and can be served by existing public services; and

2. The location and configuration of lots to be created by the Final Map substantially comply with the previously approved Tentative Map; and
3. The Final Parcel Map for the Lands of Sander, LLC located at 2525 Madrona Avenue, a copy of which is hereby attached as Exhibit A and made part of this Resolution, is hereby approved; and
4. The City Manager is directed to execute the Subdivision Improvement Agreement and the City Clerk is directed to transmit the Final Map and all supporting documents to the County Recorder of the County of Napa for recording.

Approved at a Regular Meeting of the St. Helena City Council on November 27, 2018, by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Ellsworth: ___________

Councilmember Dohring: ___________

Councilmember Koberstein: ___________

APPROVED: ATTEST:

______________ ___________________________

Alan Galbraith, Mayor Cindy Tzafopoulos, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED, SANDER LLC, DOES HEREBY CERTIFY IT IS ARE THE ONLY ENTITY HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON ENTITLED "PARCEL MAP OF THE LANDS OF SANDER LLC," CONSISTING OF 3 SHEETS, INCLUDING THIS ONE, AND IT DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP.

IN WITNESS THEREOF I HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS

DAY 21 OF September, 2018.

SANDER LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Mark VanDyke Sander

MARK VANDYKE SANDER, ~~CO~~-MANAGER

NOTARY'S ACKNOWLEDGMENT

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

STATE OF Pennsylvania
COUNTY OF Montgomery

ON 9/21/18, BEFORE ME, William Borden Kerber, A NOTARY PUBLIC, PERSONALLY APPEARED Mark Vandyke Sander WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF Pennsylvania, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: W. Borden Kerber

PRINTED NAME: William Borden Kerber

PRINCIPAL COUNTY OF BUSINESS: Montgomery

COMMISSION NUMBER: 1266052

MY COMMISSION EXPIRES: Jan. 19, 2020

COUNTY SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND THE NAPA COUNTY CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Danielle L. Goshert — OCT. 17, 2018

DANIELLE L. GOSHERT, P.L.S. 8491 — DATE
COUNTY SURVEYOR, COUNTY OF NAPA, CALIFORNIA

LICENSED LAND SURVEYOR
DANIELLE L. GOSHERT
No 8491
Exp 12/31/18
STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT ON THE ______ DAY OF ______________, 2018, THIS MAP ENTITLED "PARCEL MAP OF THE LANDS OF SANDER LLC" WAS FILED WITH THE CITY COUNCIL FOR APPROVAL AS REQUIRED BY LAW; THAT BY RESOLUTION DULY ADOPTED AT THE REGULAR MEETING HELD ON THE ____ DAY OF __________, 2018 SAID COUNCIL APPROVED SAID MAP.

IN WITNESS THEREOF, I HAVE HEREUNTO SET OUR HAND AND AFFIXED THE SEAL OF THE CITY OF ST. HELENA, THIS ______ DAY OF ____________, 2018.

CINDY TZAFOPOULOS CITY CLERK, CITY OF ST. HELENA
CITY OF ST. HELENA, STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP OF THE LANDS OF SANDER, LLC" AND THAT SAID SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE PARCEL MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

ERICA AHMANN SMITHIES, R.C.E. 65468
CITY ENGINEER, CITY ST. HELENA

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION ON BEHALF OF THE CITY ENGINEER AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

RICHARD A. MADDOCK, PLS 8131 — DATE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BRIAN HEIM IN JUNE OF 2018. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE PARCEL MAP AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET AT SUCH POSITIONS WITHIN ONE YEAR FROM THE DATE OF FILING OF THIS MAP, THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Christopher M. Tibbits — 9/19/18

CHRISTOPHER M. TIBBITS — L.S. 8585 — DATE

LICENSED LAND SURVEYOR
Christopher M. Tibbits
LS8585
STATE OF CALIFORNIA

COUNTY TAX COLLECTOR AND REDEMPTION OFFICER CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES (EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE) AGAINST ANY PART OF THE LAND INCLUDED WITHIN THE SUBDIVISION, THAT SECURITY IN THE AMOUNT OF $ —0— HAS BEEN FILED WITH THE COUNTY TAX COLLECTOR AND REDEMPTION OFFICER TO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST THE PROPERTY WITHIN THE SUBDIVISION, WHICH ARE NOT PAYABLE

Tamie R. Frasier — 10/8/18

TAMIE R. FRASIER — DATE
COUNTY TAX COLLECTOR AND REDEMPTION OFFICER

Dannette Mortindates — 10/8/18

DEPUTY — DATE

COUNTY RECORDER'S CERTIFICATE

THE MAP ENTITLED "PARCEL MAP OF THE LANDS OF SANDER LLC" IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE AS PER GUARANTEE OF TITLE MADE BY ______________, DATED THE ______ DAY OF ______________, 2018, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES WITH THE PROVISIONS OF CHAPTER 670 OF THE STATUTES AND SUBDIVISION REGULATIONS ADOPTED PURSUANT THERETO.

FILED AT THE REQUEST OF ______________ AT ____ MINUTES PAST ____ O'CLOCK AM/PM ON THE ______ DAY OF ______________, 2018, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, IN BOOK ________ OF MAPS AT PAGES ______________.

RECORDER'S SERIAL NO. ______________

FEE PAID ______________

JOHN TUTEUR
COUNTY RECORDER IN AND FOR THE COUNTY OF NAPA, STATE OF CALIFORNIA

DEPUTY RECORDER

IMPROVEMENT CERTIFICATE

THE FOLLOWING IMPROVEMENTS SHALL BE CONSTRUCTED PRIOR TO THE ISSUANCE OF A PERMIT OR OTHER GRANT OF APPROVAL FOR THE DEVELOPMENT OF ANY PARCEL SHOWN ON THIS MAP IN ACCORDANCE WITH SECTION 66411.1 OF THE SUBDIVISION MAP ACT: LANDS OF SANDER LLC IMPROVEMENT PLANS." ALL IMPROVEMETN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

PARCEL MAP
OF THE LANDS OF
SANDER LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY
2018-0017445, NAPA COUNTY RECORDS
A PORTION OF PARCEL B OF PARCEL MAP NO. 3657
OF A PORTION OF THE LANDS OF JOHN P. CASTELFRANCO ET. AL FILED AUGUST 15, 1983 IN BOOK 13 OF PARCEL MAPS AT PAGE 83-84 OF NAPA COUNTY RECORDS.

IN THE CITY ST HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA
2 PARCELS, PROJECT TOTAL 14.75 ACRES
PARCEL 1 0.50 ACRE
REMAINDER, 14.25 ACRES
APN'S 027-020-021 & 009-450-007, S.F.A.P.

RSA+
1515 FOURTH STREET
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+ www.RSAcivil.com +

RSA+| CONSULTING CIVIL ENGINEERS + SURVEYORS + | SINCE 1980

#4987 SEPT 2018 SHEET 1 OF 3

LEGEND

●	FOUND MONUMENT (AS NOTED)
○	SET 3/4" IRON PIPE L.S. 8585
———	ADJOINING PROPERTY LINE
— — —	BOUNDARY LINE
— - — - —	PARCEL BOUNDARY LINE
- - - - -	EASEMENT LINE
—— — ——	CENTERLINE
NCR	NAPA COUNTY RECORDS
SFNF	SEARCHED FOR, NOT FOUND

REFERENCES

R-1	BOOK 13 OF PARCEL MAPS AT PAGES 83/84, NCR
R-2	BOOK 20 OF PARCEL MAPS AT PAGES 42/43, NCR
R-3	VOLUME 1298 OF OFFICIAL RECORDS AT PAGES 19/20, NCR
R-4	GRANT DEED, DOC. No. 2000-0031718, NCR
R-5	GRANT DEED, DOC. No. 2007-0032252, NCR
R-6	GRANT DEED, DOC. No. 2017-0001048, NCR
R-7	GRANT DEED, DOC. No. 2000-0019336, NCR
R-8	BOOK 11 OF MAPS AT PAGES 10/11, NCR

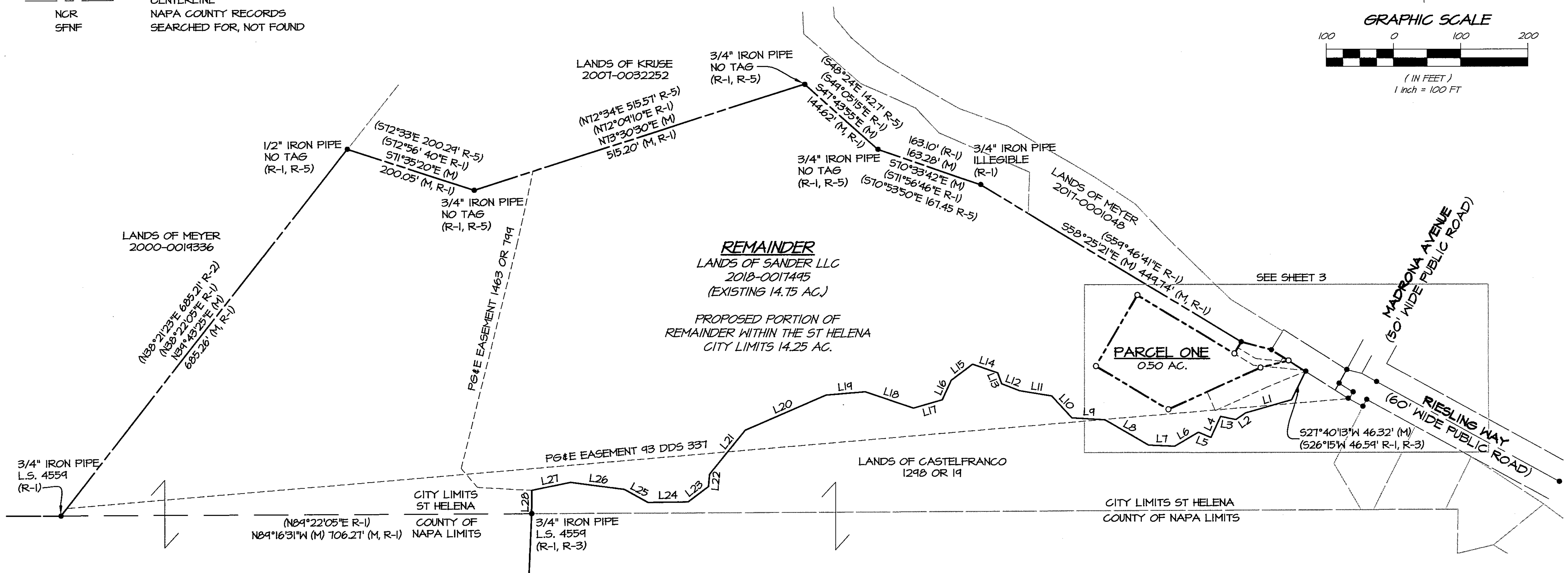
BASIS OF BEARINGS

THE BEARING BETWEEN THE FOUND MONUMENTS ON THE CENTERLINE OF RIESLING WAY, SHOWN AS SOUTH 62° 15' 09" EAST PER R-2, TAKEN AS SOUTH 60° 53' 07" EAST. (SEE SHEET 3 FOR DETAIL)

GRAPHIC SCALE

100 0 100 200

(IN FEET)
1 inch = 100 FT



PROPOSED PORTION OF
REMAINDER OUTSIDE THE ST
HELENA CITY LIMITS
UNSURVEYED

Line Table

Line #	Direction (M)	Direction (R-1, R-3)	Length (M & R-1, R-3)
L1	N75°28'20"E	N74°07'00"E	70.98'
L2	N57°25'20"E	N56°04'00"E	17.70'
L3	S77°26'40"E	S78°48'00"E	23.10'
L4	N25°54'20"E	N24°33'00"E	34.00'
L5	S66°44'40"E	S68°06'00"E	20.10'
L6	N61°14'20"E	N59°53'00"E	40.80'
L7	S86°37'40"E	S87°59'00"E	38.40'
L8	S59°15'40"E	S60°37'00"E	74.50'
L9	S85°28'40"E	S86°50'00"E	49.00'
L10	S42°33'40"E	S43°55'00"E	43.80'
L11	S80°06'40"E	S81°28'00"E	48.30'
L12	S67°47'40"E	S69°09'00"E	28.80'
L13	S19°27'40"E	S20°49'00"E	17.10'
L14	S70°34'40"E	S71°56'00"E	39.60'
L15	N54°30'20"E	N53°09'00"E	39.90'
L16	N26°31'20"E	N25°10'00"E	31.50'

Line Table

Line #	Direction (M)	Direction (R-1, R-3)	Length (M & R-1, R-3)
L17	N75°39'20"E	N74°18'00"E	44.70'
L18	S70°54'40"E	S72°16'00"E	76.20'
L19	N86°18'20"E	N84°57'00"E	58.60'
L20	N67°58'20"E	N66°37'00"E	130.40'
L21	N40°30'20"E	N39°09'00"E	82.90'
L22	N06°34'20"E	N05°13'00"E	18.30'
L23	N54°38'20"E	N53°17'00"E	37.40'
L24	S89°45'40"E	N88°53'00"E	59.30'
L25	S60°44'40"E	S62°06'00"E	39.90'
L26	S81°32'40"E	S82°54'00"E	80.60'
L27	N79°18'20"E	N77°57'00"E	58.90'
L28	N01°21'20"E	N00°00'00"E	33.94'

REMAINDER PARCEL NOTE:

THE REMAINDER PARCEL CONSTITUTES ONE LEGAL LOT OF RECORD LYING PARTIALLY WITHIN THE CITY OF ST. HELENA AND PARTIALLY WITHIN THE COUNTY OF NAPA. PURSUANT TO GOVERNMENT CODE SECTION 66424.6(D), THE REMAINDER PARCEL MAY BE SOLD WITHOUT ANY FURTHER REQUIREMENT OF THE FILING OF A PARCEL MAP OR FINAL MAP, BUT THE CITY OF ST. HELENA OR THE COUNTY OF NAPA MAY REQUIRE A CERTIFICATE OF COMPLIANCE OR CONDITIONAL CERTIFICATE OF COMPLIANCE. NO CONVEYANCE OF ANY PORTION OF THE REMAINDER PARCEL SHALL BE MADE WITHOUT COMPLYING WITH THE CITY OF ST. HELENA AND NAPA COUNTY REGULATIONS CONCERNING THE DIVISION OF LAND. THIS RESTRICTION IS A CONDITION OF APPROVAL IMPOSED BY THE CITY OF ST. HELENA AND THE COUNTY OF NAPA UPON THE SUBDIVISION OF LANDS SHOWN HEREON AND THEREFORE SUCH RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND THE CITY OF ST. HELENA AND COUNTY OF NAPA ARE A BENEFICIARY OF SAID COVENANT.

PARCEL MAP
OF THE LANDS OF
SANDER LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY
2018-0017495, NAPA COUNTY RECORDS
A PORTION OF PARCEL B OF PARCEL MAP NO. 3657
OF A PORTION OF THE LANDS OF JOHN P.
CASTELFRANCO ET. AL FILED AUGUST 15, 1983 IN
BOOK 13 OF PARCEL MAPS AT PAGE 83-84 OF
NAPA COUNTY RECORDS.

IN THE CITY ST HELENA, COUNTY OF NAPA,
STATE OF CALIFORNIA
2 PARCELS, PROJECT TOTAL 14.75 ACRES
PARCEL 1 0.50 ACRE
REMAINDER, 14.25 ACRES
APN'S 027-020-021 & 009-450-007, S.F.A.P.

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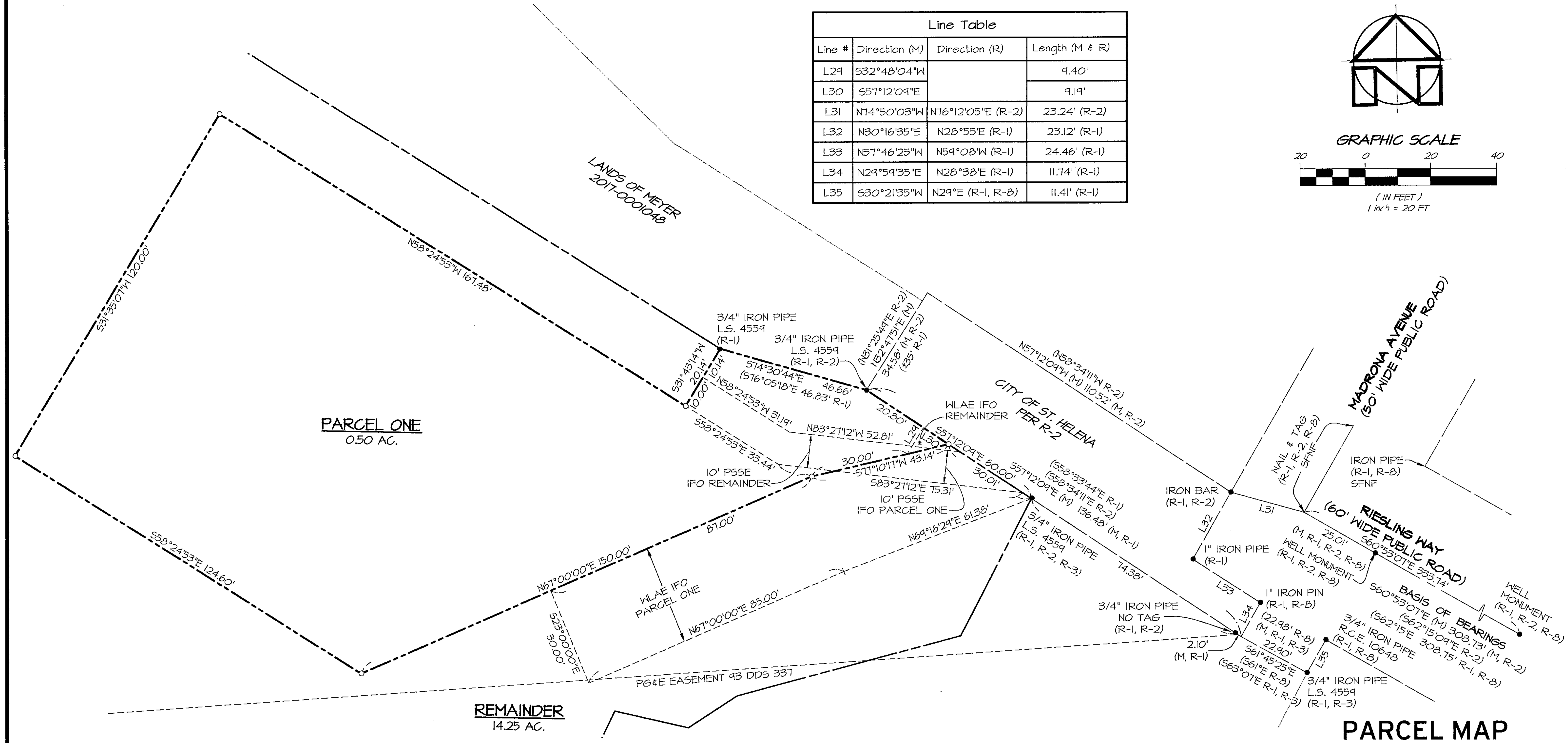
#4987 SEPT 2018 SHEET 2 OF 3

Line Table			
Line #	Direction (M)	Direction (R)	Length (M & R)
L29	S32°48'04"W		9.40'
L30	S57°12'09"E		9.19'
L31	N74°50'03"W	N76°12'05"E (R-2)	23.24' (R-2)
L32	N30°16'35"E	N28°55'E (R-1)	23.12' (R-1)
L33	N57°46'25"W	N59°08'W (R-1)	24.46' (R-1)
L34	N29°59'35"E	N28°38'E (R-1)	11.74' (R-1)
L35	S30°21'35"W	N29°E (R-1, R-8)	11.41' (R-1)



PARCEL MAP
OF THE LANDS OF
SANDER LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY
2018-0017445, NAPA COUNTY RECORDS
A PORTION OF PARCEL B OF PARCEL MAP NO. 3657
OF A PORTION OF THE LANDS OF JOHN P.
CASTELFRANCO ET. AL FILED AUGUST 15, 1983 IN
BOOK 13 OF PARCEL MAPS AT PAGE 83-84 OF
NAPA COUNTY RECORDS.

IN THE CITY ST HELENA, COUNTY OF NAPA,
STATE OF CALIFORNIA
2 PARCELS, PROJECT TOTAL 14.75 ACRES
PARCEL 1 0.50 ACRE
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#4987 SEPT 2018 SHEET 3 OF 3

LEGEND

•	FOUND MONUMENT (AS NOTED)
o	SET 3/4" IRON PIPE L.S. 8585
	ADJOINING PROPERTY LINE
	BOUNDARY LINE
	PARCEL BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
IFO	IN FAVOR OF
NCR	NAPA COUNTY RECORDS
SFNF	SEARCHED FOR, NOT FOUND
PSSE	PRIVATE SANITARY SEWER EASEMENT
WLAE	PRIVATE WATERLINE AND ACCESS EASEMENT

BASIS OF BEARINGS

THE BEARING BETWEEN THE FOUND MONUMENTS ON THE CENTERLINE OF RIESLING WAY, SHOWN AS SOUTH 62° 15' 09" EAST PER R-2, TAKEN AS SOUTH 60 °53' 07" EAST.

RECORDING REQUESTED BY

CITY OF ST. HELENA

WHEN RECORDED MAIL TO

Name	City of St. Helena
Street Address	1480 Main St.
City & State	St. Helena, Ca 94599

SPACE ABOVE RECORDER'S USE ONLY

Recording Fees Exempted per Government Code Section 6103

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made and entered into this 16 day of November, 2018 by and between the CITY OF ST. HELENA, a Municipal Corporation, (**"City"**) and Sander LLC (**"Subdivider").**

RECITALS

A. Subdivider is the developer of that certain tract of land situated in the City of St. Helena (City), County of Napa, California, located at 2525 Madrona Avenue, Napa County Assessor's Parcel No. 027-020-021 & 009-450-007, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the **"Parcel Map of the Lands of Sander LLC"**).

B. The City approved a Tentative Subdivision Map (the **"Tentative Map"**), with conditions per the City of St. Helena's Tentative Map Design Review (PL17-066) on June 5, 2018 by the Planning Commission and on file with the City (**"Conditions of Approval")** for the Subdivider's project known as the Lands of Sander (the **"Subdivision"**). Subdivider proposes to perform certain works of improvement thereon or otherwise satisfy certain elements of the Conditions of Approval as hereinafter set forth;

C. City desires to assure that the proposed improvements will be done in a workmanlike manner and in accordance with the laws now in force and effect in the City, particularly Chapter 16.32 of the St. Helena Municipal Code regarding subdivision improvements, the terms and conditions of which are incorporated herein by reference. Subdivider declares that it is familiar with the regulations contained in such ordinance and in the Subdivision Map Act (Government Code Section 66410-66499.37); and

D. A Map of the Subdivision, consisting of three sheets labeled Parcel Map of the Lands of Sander, prepared by RSA+ in accordance with the provisions of the St. Helena Subdivision Ordinance has been filed by Subdivider with City (and, as filed, is referred to herein as the **"Map"**). The Map can only be approved by the City Council subject to Subdivider entering into this Agreement with the City.

Now therefore, for good and valuable consideration, including the City's approval of the Map, the parties hereto mutually covenant and agree as set forth herein.

AGREEMENT

1. Construction of Improvements. Subdivider shall, at its own cost and expense, furnish all labor and materials required to fully construct or install the monumentation and the improvements (collectively the **"Improvements"**) within and without the Subdivision shown and delineated upon the Map and as required in the Conditions of Approval approving the Tentative Map, which includes Mitigation Monitoring and Reporting Program. A copy of the Conditions of Approval is on file in the City's Planning Department. Subdivider shall do all work in a good workmanlike manner and complete the Improvements in accordance with all currently approved plans, standards, ordinances, subdivision regulations, policies and specifications and according to the plans and specifications approved by the City, prepared by RSA+ entitled Improvement Plans for Lands of Sander LLC or with any changes required or ordered by the City Engineer which in the Engineer's opinion are necessary to complete the work.

2. Compliance/Access to Work/Inspection. In constructing the Improvements, Subdivider shall comply with all conditions and requirements set forth in the Conditions of Approval approving the Tentative Map, any environmental documentation, including a Negative Declaration, Environmental Impact Report and Mitigation Monitoring Plan, if applicable, design and construction standards of the City, and all ordinances, rules and regulations of the City as they currently exist. The City shall inspect all Improvements for compliance with the Improvement Plans, subdivision regulations, City Standard Specifications, and Conditions of Approval.

Subdivider shall allow City's duly authorized representatives access to the work at all reasonable times and furnish it with reasonable facilities for ascertaining that the methods, materials, and workmanship so as to comply with the requirements and intent of the approved Improvement Plans. Subdivider is required to give at least forty-eight 48 hours advance notice of the date upon which the work is commenced and the date upon which the work is to be completed.

Subdivider, subject to the Conditions of Approval, shall: a) provide any and all rights of way and easements which may be necessary for the Subdivision and the Improvements; b) obtain all necessary permits and licenses for the construction of the Improvements; c) give all necessary legally required notices and d) pay all fees and taxes required by law.

3. Ownership of Improvements. All Improvements constructed or installed pursuant to this Agreement expressly including, but not limited to, water and sewer lines, but excluding gas, electrical, telephone, private water wells, private irrigation, solar, satellite, fiber optic, cable television, and any telecommunication facilities that are to be public facilities and/or otherwise are for public use within the public streets/easements, shall become the sole exclusive property of the City of St. Helena, without payment therefore except for any reimbursement required by law and/or agreement, upon acceptance of those Improvements by the City.

4. Time of Completion. All of the Improvements shall be completed by Subdivider within thirty-six (36) months from the recording of the Map, unless an extension is granted by the City Council pursuant to Section 16.32.300 of the St. Helena Municipal Code and/or otherwise as may be provided by State law. Except as may be provided by State law and/or by applicable City ordinance, any extension may be conditioned upon an increase in security, as

identified and defined in Section 5, below, and inspection fees related to the Improvements to reflect current costs and compliance with the St. Helena Municipal Code.

5. Improvements Security. This Agreement shall be secured by:

(a) A performance bond or other form of security permitted under Section 6 in the sum of $63,514.00 (the Estimated Cost calculated pursuant to Section 16.32.320(C) for the subdivision improvements);

(b) A labor and materials bond or other form of security permitted under Section 6 in the sum of $63,514.00 guaranteeing payment of Subdivider's contractor, subcontractors and other persons furnishing labor, materials or equipment for the construction or installation of the Improvements;

(c) Cash deposit of $1,000.00, as established by Section 16.32.320D, to be used at the discretion of City to correct deficiencies and conditions that may arise during and after construction of the Subdivision.

6. Form of Security. The form of the security required under Section 5 shall be one of the following:

(a) A bond or bonds meeting the requirements of Government Code Section 66499 through 66499.4 secured by one or more corporate sureties approved by the City Attorney;

(b) A deposit either with the City or a responsible escrow agent or trust company, at the option of the City, of money or negotiable bonds of the kind approved for securing deposits of public money; or

(c) An instrument of credit from one or more financial institutions subject to regulation by the State or Federal Government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment.

. 7. Liability for Personal Injuries. City shall not be liable to the Subdivider or to any other person, firm, or corporation whatsoever for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the Subdivision or any part thereof prior to the City's acceptance of the Improvements, in whole or in part.

8. Release and Indemnification. In no case does the City assume any responsibility for the construction or supervision of the Improvements or the time of completion, and all liability for damage or injury to persons or property, prior to the time of acceptance, in whole or in part, shall be borne by Subdivider. Subdivider agrees to indemnify the City for any such liability or claims thereof including any reasonable attorney's fees and costs incurred by the City in connection with this Agreement, the construction of the Improvements and/or the defense of any third party claims relating to this Agreement and/or the construction of the Improvements. Subdivider shall pay all reasonable attorney's fees that City may incur because of any legal action or other proceeding arising from the Subdivision or improvements. .

9. Liability of Subdivider. Subdivider agrees that the use for any purpose and by any person of any and all of the Improvements shall be at the sole and exclusive risk of Subdivider at all times prior to acceptance by the City of the completed Improvements; provided, that acceptance by City shall in no way eliminate or lessen any of Subdivider's obligations or

undertakings contained in this Agreement. The issuance of any occupancy permits by the City for dwellings located in the Subdivision shall not be construed in any manner to constitute an acceptance and approval of any and all of the Improvements.

10. Insurance: Without limiting Developer's indemnification provided herein, Developer shall take out and maintain at all times during the life of this contract the following policies of insurance with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by Developer, its agents, employees or subcontractors:

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph G-04.

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation and Employer's Liability Insurance is required by Section 3700 of the California Labor Code.

Minimum Limits of Insurance. Developer/Contractor shall maintain limits no less than:

1. General Liability: $2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial 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: $2,000,000.00 per accident for bodily injury and property damage.

3. Worker's Compensation statutory limits and Employer's Liability: $1,000,000.00 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of St. Helena, its agents, officers, officials, employees and volunteers; or the Developer/Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability AND automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agents, officers, officials, employees and volunteers are to be named as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Developer/Contractor; and with respect to

liability arising out of work or operations performed by or on behalf of the Developer/Contractor including materials, parts or equipment furnished in connection with such work or operations 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 Section 2782(b) of the Civil Code. General liability coverage can be provided in the form of an endorsement to the Developer/ Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Developer/Contractor'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 Developer/Contractor'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 canceled or reduced by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the cancellation box (in the lower right hand corner of the ACORD form), the words "endeavor to " and "but failure to do so….agents or representatives" needs to be crossed out.

<u>Waiver of Subrogation</u>. The workers' compensation and General Liability policies are 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 the policy which arises from the work performed by the named insured for the City.

<u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

<u>Verification of Coverage</u>. Prior to City's execution of Agreement, Developer/Contractor shall provide properly executed Certificates of Insurance and Endorsements, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the insurance required herein on forms approved by the City. The amount of any policy deductible or self-insured retention over $100,000.00 shall be included. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

<u>Subcontractors</u>. Developer/Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

In the event the City has agreed to allow the general contractor to provide the required insurance, Developer shall provide City with a letter naming such contractor. Work on the project may then only continue as long as that general contractor is engaged as the general contractor on the job. No other general contractor may be substituted unless and until a letter naming the new general contractor is provided to City along with the necessary evidence of all required insurance.

11. Extensions and Security. Any extensions of time granted by the City for completion of the Improvements shall not relieve or affect the security given to secure Subdivider's performance under this Agreement.

12. Payment of Fees. The Subdivider shall pay the City prior to commencement of construction of the Improvements all applicable fees in the amount required by the City. The cost of the installation of a left turn pocket on El Bonita Avenue at Main Street shall be credited against the payment of traffic impact mitigation fees in effect at the time of issuance of building permits for the project.

13. Warranty. The Subdivider hereby warrants that the construction of the Improvements hereunder will not adversely affect any portion of any adjacent property. Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments shown on the Map which are destroyed or damaged by Subdivider. The Subdivider shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

14. Approval and Modifications. The Improvements shall be subject to approval and acceptance by the City Engineer and to inspection at all times by City officials. The City shall have the right to modify the plans and specifications for the Improvements if, in its discretion, the City deems modifications desirable for public health or safety provided that (a) the costs (as estimated by the City Engineer) for Subdivider to implement all such modifications (in the aggregate) shall not exceed 25 percent (25%) of the Estimated Cost and/or not otherwise make the affordable housing component of the Subdivision economically impractical and/or infeasible, and (b) Subdivider complies with all state and Federal requirements regardless of costs. Pursuant to section 16.32.280 of the St. Helena Municipal Code: A. When all improvement deficiencies have been corrected and as-built improvement plans filed, those subdivision improvements which will be dedicated to the city may be considered for acceptance; B. If the offers of dedication on the final or parcel maps have been rejected, the city council (for subdivision for which a final map is required) or the planning commission (for subdivision for which a parcel map is required) shall accept the improved dedications and the city council's resolution of acceptance or the planning commission's certificate of acceptance shall be filed with the Napa County Recorder; C. If the offers of dedication on the final or parcel map have been accepted subject to improvement, the public works director shall file a notice of completion with the county recorder; and D. Acceptance of improvements shall imply only that the improvements have been completed satisfactorily and that they have been accepted for public use.

15. Repair or Reconstruction of Defective Work. Upon acceptance of the Improvements by City, Subdivider shall provide warranty security in an amount equal to 10% of the Estimated Cost (less the remainder of the cash bond which shall be retained for the one-year warranty period) to guarantee the Improvements against any defective work or labor done or defective materials used for a period of one year after acceptance of the Improvements. If, within this period, any structure or part of any structure furnished and/or installed or constructed, or caused

to be installed or constructed by Subdivider as part of the Improvements, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein ("Non-Conforming Work"), Subdivider shall, within five (5) business days following receipt of notice from the City (as provided in Section 16) describing the Non-Conforming Work and without any cost to City, repair or replace the Non-Conforming Work. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its option, invoke the warranty security or perform the necessary repairs or replacements itself and Subdivider or its guarantor shall pay to City the actual cost of such repairs; provided that if City invokes the warranty security or performs the repairs due to Subdivider's failure to act (as opposed to the exigencies of the situation), City shall be entitled to recover an additional fifteen percent (15%) of the cost of such repairs.

16. Subdivider not Agent of City/City Not Agent of Subdivider. Neither Subdivider nor any of the Subdivider's agents or contractors are, or shall be considered to be agents of, City in connection with the performance of Subdivider's obligations under this Agreement. Neither City, nor any of City's agents or contractors, are or shall be considered to be agents of Subdivider in connection with the performance of City's obligations under this Agreement.

17. Notice of Breach and Default. If Subdivider (a) refuses or fails to commence, perform and complete construction of the Improvements, or any severable part thereof within the time specified in Section 4 above, or any extension thereof, or (b) is adjudged a bankrupt, makes a general assignment for the benefit of Subdivider's creditors, has a receiver appointed, or otherwise becomes insolvent, or (c) violates any of the provisions of this Agreement, then the City Engineer or City Council may serve written notice of breach upon Subdivider and Subdivider's surety. The failure of the City Engineer or City Council to serve the notice of breach shall not be construed as a waiver of any breach by Subdivider nor provide a defense nor exoneration to the Subdivider's surety.

18. Breach of Agreement: Performance by Surety or City. In the event any notice of breach is given to Subdivider and Subdivider's surety in accordance with Section 16 above, Subdivider's surety shall have the duty to take over and complete the Improvements; provided, however, that if neither Subdivider nor the surety, within five (5) business days after receipt by it of such notice of breach, does not give City written notice of its intention to complete the Improvements in accordance with this Agreement, and does not commence performance thereof within five (5) business days after notice to City of such election, City may take over the construction of the Improvements and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages occasioned City thereby. If Subdivider has posted a cash deposit or letter of credit as security, City may dedicate the proceeds to the cost of completing the work and any excess cost of damages occasioned thereby.

19. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid. Each notice shall be deemed delivered upon actual receipt or upon refusal of delivery. Notices required to be given to City shall be addressed as follows:

City Engineer
1480 Main Street

St. Helena, California 94574

Notices required to be given to Subdivider shall be addressed as follows:

Sander LLC
Attn.: Brian E Heim
PO Box 112
Oakville, CA 94562

Notices required to be given to a surety or the issuer of a letter of credit shall be addressed to the address shown on the bond or letter of credit. Any party or the surety or issuer of a letter of credit may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

20. Sale or Disposition of Subdivision: Government Code sections 66499 (b) and 66499.7 shall control.

21. Assignment. Any assignment of this Agreement must be approved by the City Council, which approval shall not be unreasonably withheld; provided that Subdivider may assign this Agreement to an affiliate of Subdivider without obtaining such approval. This Agreement shall run with the land and all assignees, heirs, and successors in interest shall be bound by the terms of this Agreement.

22. Attorney Fees, Costs and Venue. In the event that either party breaches or repudiates this agreement, the party aggrieved shall be entitled to recover from the other party the amount of damages suffered on account of such breach, as well as any costs, expenses and attorney fees as a result of the breach or in enforcing rights under this agreement. This provision shall be in addition to any provisions regarding attorney's fees set forth in the bonds securing this Agreement. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Napa.

23. Utility Deposits – Statement. Subdivider shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the Map, a written statement signed by Subdivider and each public utility corporation involved to the effect that Subdivider has made all deposits legally required by such public utility corporation for the connection of any and all utilities to be supplied by such public utility corporation within the Subdivision.

24. Superintendence and Inspection by Subdivider. Subdivider shall give personal superintendence to the work on the Improvements, or have a competent foreperson or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider. The inspection services performed by the City Engineer are solely for the benefit of the City. The Subdivider shall furnish its own inspection service for all work performed under this Agreement, and City shall not be responsible for any defective work or materials which could have been discovered by Subdivider's thorough independent inspection.

25. Financial Responsibility. Subdivider agrees to be financially responsible for all required City services provided to the Subdivision's lots prior to acceptance by City.

26. Exoneration of Surety: Government Code section 66499.7 shall control.

27. Reference: Any reference to a department manager shall include his or her duly authorized deputy or representative.

28. Recordation: Upon request by City, Subdivider agrees to execute and acknowledge a memorandum of this Agreement for recordation with the County Recorder. By recordation of this Agreement or a memorandum hereof, it is parties' intent to provide notice to future purchasers that the obligations and benefits set forth shall run with the land. At its option City may record the Agreement or memorandum or may require Subdivider, at Subdivider's cost, to record such Agreement or memorandum and may withhold City permits until proof of recordation is provided to City.

29. Time of Essence: Time is of the essence.

30. Severability: The provisions of this are severable. If a court of competent jurisdiction holds any portion invalid, the remainder of this Agreement shall remain in full force and effect.

31. Entire Agreement: This Agreement constitutes the entire agreement with respect to the subject matter hereof and all modifications, amendments or waivers under this Agreement must be in writing and signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

SANDER, LLC

By: ____
Brian E Heim

CITY OF ST. HELENA, A MUNICIPAL CORPORATION

By: ____
Mark T. Prestwich, City Manager

ATTEST:

____
Cindy Tzafopolous, City Clerk

APPROVED AS TO FORM:

____
Thomas Brown, City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On __________________________, before me, ___________________________, personally appeared ____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _______________________________

STATE OF CALIFORNIA)
) ss.
COUNTY OF NAPA)

On __________________________, before me, ______________________________, the City Clerk of the City of St. Helena, personally appeared, ________________________________, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

____
City Clerk

EXHIBIT A

Legal Description

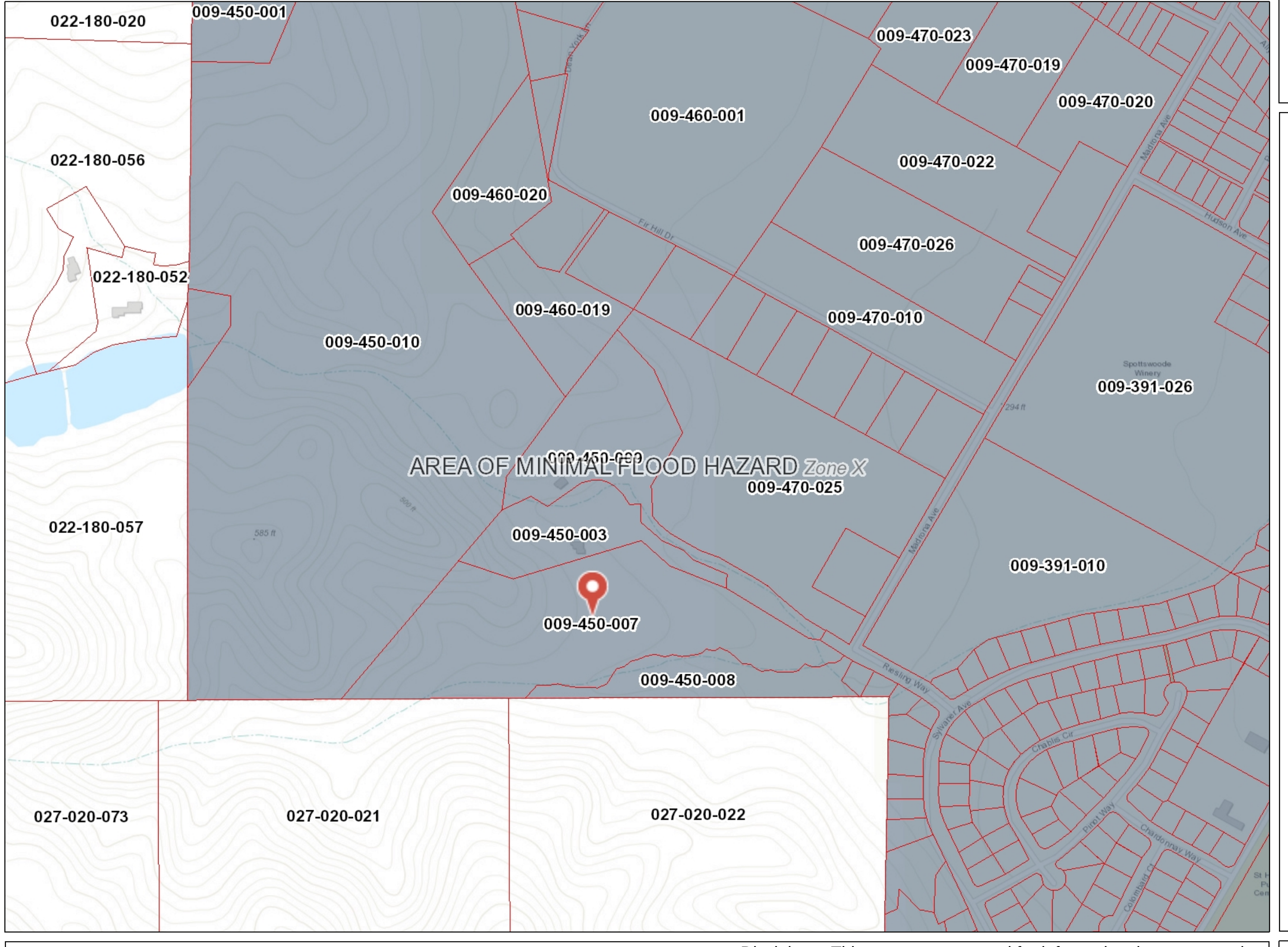
The land described herein is situated in the State of California, partially in the County of Napa, and partially in the City of Saint Helena as to a portion and in the unincorporated area as to a portion described as follows:

COMMENCING at the Southwest corner of the tract of land conveyed to Louis W. Sander, et al, by Deed recorded January 26, 1971 in Book 843 at page 244 of Official Records of Napa County; thence North along the West line of said tract, 26.43 chains to corner "C.H. 8" as shown on the Survey of the Carne Humana Rancho; thence East along the boundary of said Survey 663.77 feet to an iron pipe; thence along the boundary of the lands of Sander the following courses and distances: North 38° 22' 05" East, 685.26 feet to an iron pipe; thence South 72° 56' 40" East 200.05 feet to an iron pipe; thence North 72° 09' 10" East 515.20 feet to an iron pipe; thence South 49° 05' 15" East 144.62 feet to an iron pipe; thence South 71° 56' 46" East 163.10 feet to an iron pipe; thence South 59° 46' 41" East 449.74 feet to an iron pipe; thence South 76° 05' 18" East 46.83 feet to an iron pipe; thence South 58° 33' 44" East 60.00 feet to an iron pipe; thence leaving the boundary of the Lands of Sander South 26° 15' West 46.59 feet to the center of a small creek; thence along the center of said creek, South 74° 07' West 70.98 feet, South 56° 04' West 17.70 feet, North 78° 48' West 23.10 feet, South 24° 33' West 34.00 feet, North 68° 06' West 20.10 feet, South 59° 53' West 40.80 feet, North 87° 59' West 38.40 feet, North 60° 37' West 74.50 feet, North 86° 50' West 49.00 feet, North 43° 55' West 43.80 feet, North 81° 28' West 48.30 feet, North 69° 09' West 28.80 feet, North 20° 49' West 17.10 feet, North 71° 56' West 39.60 feet, South 53° 09' West 39.90 feet, South 25° 10' West 31.50 feet, South 74° 18' West 44.70 feet, North 72° 16' West 76.20 feet, South 84° 57' West 58.60 feet, South 66° 37' West 130.40 feet, South 39° 09' West 82.90 feet, South 5° 13' West 18.30 feet, South 53° 17' West, 37.40 feet, South 88° 53' West 59.30 feet, North 62° 06' West 39.90 feet, North 82° 54' West 80.60 feet, South 77° 57' West 58.90 feet; thence leaving the center of said creek South 33.94 feet to an iron pipe on the boundary of said Rancho Carne Humana; thence continuing South 26.43 chains to the South line of the aforesaid Lands of Sander; thence West along said South line 1370.04 feet to the Point of Commencement.

Also known as Parcel B as shown upon that map entitled "Parcel Map of a portion of the lands of John P. Castelfranco, et al," filed August 15, 1983 in Book 13 of Parcel Maps at page 83 & 84, in the Office of the County Recorder of the County of Napa, State of California.

APN: 009-450-007, 027-020-021

2525 Madrona Location Map



Legend

City Parcels

St Helena

County Boundary

1,504.7 0 752.33 1,504.7 Feet

Disclaimer: This map was prepared for informational purposes only.
No liability is assumed for the accuracy of the data delineated hereon.

This map was printed on 11/11/2018

Notes

APN: 009-450-007

CITY OF ST. HELENA PLANNING COMMISSION

RESOLUTION PC2018-023

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ST. HELENA GRANTING APPROVAL OF A TENTATIVE PARCEL MAP AND DESIGN REVIEW TO ALLOW THE SUBDIVISION OF AN EXISTING 14.75 ACRE PROPERTY INTO A 0.5 ACRE "PARCEL 1" AND A 14.25 ACRE "REMAINDER PARCEL" LOCATED AT 2525 MADRONA AVENUE (FILE NO. PL17-066) IN THE A-20 ZONING DISTRICT

PROPERTY OWNER: Brian Heim **APN:** 009-450-007

<u>Recitals</u>

A. **On November 2, 2017,** Brain Heim (on behalf of Sanders LLC) submitted an application for a Tentative Parcel Map and Design Review to subdivide the existing parcel at 2525 Madrona Avenue in the Agricultural-20 Zoning District; and

B. **On May 15, 2018,** the Planning Commission of the City of St. Helena, State of California, continued the project to June 5, 2018; and

C. **On June 5, 2018,** the Planning Commission of the City of St Helena, considered the project, staff report, and all testimony, written and spoken, at a duly noticed public hearing.

C. **Now, therefore** let it be found that, the Planning Commission approves the requested Tentative Parcel Map and associated Design Review on the following basis:

<u>Resolution</u>

A. The Planning Commission hereby finds that this project qualifies for a Class 32 Categorical Exemptions pursuant to Section <u>CEQA Section 15332</u>, of the California Environmental Quality Act (CEQA), in that the A-20 Zoning district expressly permits single family residential development, the site is located within the City limits and has been previously developed with residential land uses, and the surrounding properties have been previously developed with residential land uses. In addition, the Planning Commission finds that the proposed Parcel Map and Design Review are consistent with the findings and analysis of the 1993 General Plan and Zoning Code Environmental Impact Report.

B. The Planning Commission has considered the Design Review design criteria identified in Municipal Code Section 17.164.030 to support the motion to approve the Design Review given that the project has been found to demonstrate:

1. Consistency and compatibility with applicable elements of the general plan is found in that the project maintains the standards for lot sizes and development, identified in the Agriculture designation;

2. Compatibility of design with the immediate environment of the site given that the design maintains site design features and preserves the ability to implement agricultural uses;

3. Relationship of the design to the site given the scale of the addition, the proposed setbacks, lot size, access to the site and the transitional context of the neighborhood;

4. Determination that the design is compatible in areas considered by the Commission as having a unified design or historical character given the historic scale and design features incorporated into the proposal is founds given that the site is not located within a historic district and no development is proposed;

5. Whether the design promotes harmonious transition in scale and character in areas between different designated land use given the surrounding agricultural properties is found as the site is an ideal transition between the adjacent low density residential development and the surrounding residential estate and agricultural properties;

6. Compatibility with future construction both on and off the site given the access, context and non-historic nature of the surrounding neighborhood is supported given that the project proposes to utilize the existing access for the newly created parcel and will not impact the ability to develop any uses on surrounding properties;

7. Whether the architectural design of structures and their materials and colors are appropriate to the function of the project providing appropriate design elements and exterior features is not applicable given that no structure is proposed with the project and future development will require separate Design Review approval;

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 which the project does through appropriate setbacks and thoughtful site planning is found to be the case given the setback from the roadway for the proposed parcel, the maintenance of existing natural features and the transitional nature of the proposed parcel location;

9. Whether the amount and arrangement of open space and landscaping are appropriate to the design and the function of the structures which they are given the provided site plan, setback and landscaping proposed maintains significant setback from all natural features and provides adequate parcel size for future development to meet the criteria of the A-20 zoning district;

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

which the outdoor decks, pool and rear yard arbor are found to be given that the only element of the project is the proposed creation of one 0.5 acre parcel;

11. Whether access to the property and circulation systems are safe and convenient for pedestrians, cyclists and vehicles which they are given the continuation of the single family use and maintenance of the existing access to the property is found to be given the proposed use of the existing roadway and access points with no impacts on this existing infrastructure expected to occur;

12. Whether natural features are appropriately preserved and integrated with the project which the project seeks to do through careful site planning given that the proposed parcel is gently sloping and has no prominent natural features proposed to be located within it;

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 which they are given the historic design themes and elements are not applicable given the lack of any proposed building design;

14. In areas considered by the board as having a unified design character or historical character, whether the design is compatible with such character which the design is found to be, given the features and elements referenced above is found given that the area is seen as an ideal transitional part of the neighborhood whereby low density residential housing begins to give way to larger residential and agricultural parcels;

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 which it does through careful and appropriate planting choices and locations is supported given that no significant vegetation is located on the project site and none is proposed to be panted with this project;

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, which it is given the drought tolerant elements proposed is found given that any future development will be subject to the requirements of the State Water Efficient Landscape Ordinance;

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 which is, based on the significant energy and water saving requirements of the California Building Code and City of St Helena development criteria.

C. Let it be further resolved that the Planning Commission has considered the findings identified in Municipal Code Section 16.24 to support the motion to approve the Vesting Tentative Parcel Map given that the project has been found to demonstrate:

A. 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 this code; and

B. 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.

D. Now therefore be it further resolved that, the Tentative Map and Design Review for the above described project is granted subject to compliance with all applicable provisions of the Zoning Code subject to each of the following conditions. The proposed Final Map shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of Final Map Submittal. The conditions noted below are particularly pertinent to this approval and shall not be construed to permit violation of other laws and policies not so listed.

1. The Tentative Parcel Map and Design Review approval shall be vested within one (1) year from the date of approval. Recordation of the Final Map for the parcel allowed under this approval shall have been obtained within one (1) year from the effective date of the Parcel Map and Design Review decision or these approvals shall expire; provided however that the approved Parcel Map and Design Review may be extended for up to two (2) one-year periods pursuant to the St. Helena Municipal Code, Section 17.08.030, Extension of Permits and Approvals.

2. This permit is valid for this Tentative Parcel Map design only. New permits must be applied for any change in design. These permits will expire if the Final Map is not recorded or extended pursuant to the existing ordinances and regulations.

3. The Parcel Map and Design Review approval shall not become effective until fourteen (14) calendar days after presentation of the item to the City Council, providing that the action is not reviewed or appealed by the City Council or any other interested party within that 14 day period.

4. Any request for an extension of the Parcel Map or Design Review must be justified in writing and received by the Planning Department at least thirty (30) days prior to expiration.

5. All required fees, including planning fees, development impact fees, building fees, retrofit fees, and St. Helena Unified School District fees shall be paid prior to issuance of building permit.

6. Pursuant to City Council Resolution 2003-65, the owner and applicant are informed of the following:

In recognition of the need for additional affordable housing, and to mitigate the effects of this development on the supply and demand of affordable housing, the permitee shall be subject to a Housing Impact Fee, an inclusionary requirement, an in-lieu fee, and/or similar fair and appropriate mechanisms, to provide funds for or to develop additional affordable housing.

7. Compliance with all permit conditions shall be clearly identified on all plans submitted for Final Map approval, shall occur in accordance with specific regulations. Recordation of a map may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.

8. 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 annl 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.

9. Provided they are in general compliance with the approved Parcel Map and Design Review, minor modifications found to be in substantial conformance with the approved design may be approved by the Planning Director.

10. This Parcel Map and Design Review 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.

11. The primary purpose of this review is for compliance with the General Plan, Zoning and Subdivision Ordinance. The owner/applicant is responsible for meeting all mandated requirements.

12. Final Map submittal shall be in compliance with approved plans and exhibits date stamped May 1, 2018.

13. Installation of any and all required off-site improvements shall be completed or bonded for prior to recordation of the Final Map.

14. Any future development of the project site shall be consistent with St. Helena Municipal Code Article IV, Water Conservation Section 18.44, New Development, requiring that the applicant shall be retrofit a mandated number of fixtures to off-set the water use and demand of the future development. Appeals to this requirement may be made pursuant to Article IV, Section 18.46. The exact number of retrofits may change dependent upon final floor area submitted for the Design Review and/or building permit.

15. All conditions of approval shall be clearly identified and included on all plans submitted for future permit review and issuance.

16. Within the A-20 Zoning District, there exists a right-to-farm the adjoining property. There is a good faith expectation that no complaints will occur regarding legal, normal

agricultural activities on the adjacent land. Such activities may include day or night disbursement of chemicals, and creation of dust, noise, or fumes.

17. The riparian habitat on this property has value as a wildlife area. No trees or vegetation shall be removed without approval of the Planning Director and a note to this effect shall be placed on the Final Map prior to recordation.

18. Compliance with all conditions of the Napa County Department of Environmental Management regarding well or sewer use shall be met and/or satisfied prior to Final Map recordation or building permit issuance, as applicable.

Public Works Department Conditions of Approval

19. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with the most current version at the time of improvement plan submittal, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.

20. The developer shall construct all on and offsite improvements in accordance with improvement plans and supporting calculations and documentation that are prepared by a registered Civil Engineer and reviewed and approved by the City of St. Helena Public Works Department.

21. The improvement plans shall include detailed designs for all on and off-site utilities, water, sewer, grading, drainage, erosion control and paving. The plans, calculations, and cost estimates must be approved by the City Engineer prior to the approval of the Final Map.

22. Access drive to Parcel 1 shall meet City municipal code section 17.124.070 requirements for "access drive," with a minimum paved width of 12' plus 2' shoulders on each side (total 16' wide).

23. The 16' access easement shall provide for a full 12' wide with 2' Class II Aggregate Base shoulders with an all weather surface with a structural rating for H20 loading from Madrona Avenue to the Parcel 1 access point.

24. A water neutrality analysis will be required as a condition of development and in accordance with City's water neutral policy. This requirement shall be noted on the Final Map.

25. Where a City water service exists or is required on either parcel, the applicant shall install an approved backflow device installed behind the existing water meter prior to Final Map approval.

26. All parcels shall have separate access to the City of St. Helena municipal water system and developer shall install water laterals, meters and backflow devices for

each parcel as required by current St. Helena and health codes, as appropriate prior to Final Map approval.

27. The developer shall complete all water and wastewater improvements, including pressure and bacterial testing, and raising manholes and cleanouts to grade prior to connection of any buildings to the City water or sewer system, as applicable.

28. The applicant shall conform to the City of St. Helena Water and Sewer Standards Section 6-2.10 which includes assessing the adequacy of the existing sewer lateral, installing needed cleanouts and a separate service for each parcel prior to Final Map approval.

29. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Final Map approval.

30. Any broken curb, gutter, and/or sidewalk along the project frontage shall be replaced per City specifications prior to Final Map approval, extent to be determined by the Public Works Department.

31. Deteriorating driveway approaches shall be replaced at the direction of the Public Works Department prior to Final Map approval.

Fire Department Conditions of Approval

32. Future construction on this project site may be subject to the Wildland Urban Interface requirements for residential construction.

33. Future construction will require installation of approved interior fire sprinkler system will be required for future construction unless waived by the Fire Chief.

34. If the project is within 1000-feet of the City water supply, it will be required to connect to City services unless an alternative method of compliance is approved by the Fire Marshall. If the project is not required to connect to the City water supply, a private water connection as detailed in the California Fire Code (CFC) for water supply will be required. A Fire Department connection to the private water supply will be required water supply will be required if that is the approved supply.

35. Propane will not be permitted as a gas fuel source if PG&E natural gas service is available to serve the project parcel.

36. Load bearing access requirements comparable to the H20 standards, as outlined in the CFC, are required to be demonstrated and approved by the Fire Marshall prior to recordation of the Final Map.

37. Compliance with Fire Department access standards and requirements regarding slope, materials and dimensions must be demonstrated as a component of future development of the project site.

38. Any gates installed to control vehicular access to a property are required to be setback 30-feet from the property line and/or edge of pavement, whichever is greater. No vehicle gates may be installed without Fire Department and Public Works Department review and explicit approval.

Building Department Conditions of Approval

39. A building permit is required for all onsite demolition, construction and/or change of occupancy.

40. The applicant will be required to comply with the codes adopted at the time the applicant applies for a building permit. At this time the City of St. Helena utilizes the 2016 Title 24 codes.

41. When submitting plans for a building permit, the plans shall include all documentation listed on the building permit application checklist.

42. The applicant shall provide a construction waste management plan with the building permit application.

43. The plans for construction shall include a checklist for compliance with the California Green Buildings Standards Code, mandatory measures. Provide a reference on the checklist indicating where the mandatory measures can be found on the plans.

44. When submitting plans, the title page shall include all information referenced on the building permit application checklist Title Page requirements.

45. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

46. Properties which are on septic systems and proposing substantial renovations may require approval from the Napa County Environmental Health Department. Applicants are encouraged to engage with the County early in the building permit review process to reduce the potential for delay.

47. Building Permit application materials and plans shall include any documentation pertaining to special loads applicable to the design and the specified section of the code that addresses the condition; special inspections for any systems or components requiring special inspection; requirements for seismic resistance; and a complete list of deferred submittals at time of application. Any deferral of the required submittal items shall have prior approval of the Building Official however deferral of fire sprinkler design is not allowed.

I HEREBY CERTIFY that the foregoing Tentative Parcel Map and Design Review 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 June 5, 2018, by the following roll call vote:

AYES: Commissioner Knudsen, Monnette, Hardy and Kistner
NOES: Commissioner Ponte
ABSENT: None
ABSTAIN: None

APPROVED:

Grace Kistner
Chair, Planning Commission

ATTEST:

Noah Housh,
Planning and Community
Improvement Director

Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **New Business**

Subject: **Quarterly Grant Report for FY 2019 Q1, for the period ending September 30, 2018**

CEQA Determination: **Not a CEQA project**

Prepared By: Mandy Kellogg, Admin Services Mgr

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

This report covers grant activity for the 1st Quarter of Fiscal Year (FY) 2019.

DISCUSSION

New Awarded Grant Applications in FY 2019 1st Quarter

The City of St Helena was awarded two new grants during 1st Quarter of Fiscal Year 2019 (Attachment 1).

Applications Pending

The City has two grant applications pending (Attachment 2).

CalOES/FEMA - A Notice of Interest was submitted to CalOES for an emergency backup power project and was determined to be eligible in February 2018. The total project cost is estimate d at $660,900 and requires a 25% cash match. Applications are being reviewed by CalOES and were submitted to FEMA for additional review on October 9, 2018.

CalTrans - An application was submitted to Caltrans on August 30, 2018 for replacement of guardrail on Silverado Trail that is located within the St. Helena city limits. The total project is estimated at $556,100 and is eligible for 100% grant funding if approved.

Active Grants
The active grants listed in Attachment 3 are awards with signed agreements. Attachment 3 identifies the grant award, required match, and percent expended. Staff is currently managing $6.07 million in active grant funds.

Closed Out Grants
The City successfully closed out two grants during 1st Quarter Fiscal Year 2019 (Attachment 4).

Flood Projects

- Measure A – On December 19, 2017 the Napa County Flood Authority approved Amendment No. 12 to the Agreement authorizing disbursement of the remaining Measure A funds through its sunset in June 2018. The approval is for approximately $5.3 million - $1.05 million to repay the City for past State Revolving Fund (SRF) payments made from the General Fund and the remaining $4.3 million to be paid directly towards the SRF loan balance. The balance owed for SRF is $5.4 million.
- Department of Water Resources (DWR) – Public Works staff is working on completing the conservation easement as a requirement of the DWR grant. Once completed, the City will receive $237,000 still held by DWR.

Non-Profit Grant Applications
For FY 2018 thirteen applications were funded, totaling $110,600. The grant funding period ended on June 30, 2018 and final reports and reimbursement request were by no later than July 30, 2018. Two grantees received a 6 month extension with a reporting deadline of December 31, 2018 (Attachment 5).

For FY 2019 a total of 17 applications were funded, totaling $143,700 and a fee waiver in the amount of $1,500 (Attachment 6).

FISCAL IMPACT
There is no fiscal impact associated with this report.

RECOMMENDED ACTION
Receive and file report.

ATTACHMENTS

Attachment 1

Agency	Project	Amount
Metropolitan Transportation Commission - TDA 3	Hunt Avenue Sidewalk Gap Closure	$ 75,000
Bulletproof Vest Partnership	Purchase of 1 Bulletproof Vest	$ 327

Attachment 2

Agency	Project	Amount
CalOES/FEMA - HMGP	Purchase of generators and upgrading electrical panels to provide emergency backup power to City facilities	$ 495,675
CalTrans/Federal - HSIP	Replacement of 1,175 lineal feet of guardrail on Silverado Trail that is located in the City limits of St. Helena	$ 556,100

Attachment 3

Grant	Project	Award Amount	Additional Project Funding	% Grant Funds Expended	Notes
CA Board of State and Community Corrections	Body Worn Camera System	$ 13,481	$ -	0.0%	Contract was awarded in 05/22/18 by City Council. Total cost of contract is $48,116 for 5 years.
CENIC on behalf of Califa	Connection to CalRen Hub at St. Helena Public Library	Based on discounts applied	-	0.0%	Grant funds will not be available until after 07/01/18.
Department of Housing and Community Development - HOME	Home repairs for Low-Income individuals via 0% interest loans	$ 500,000	$ -	27.1%	In progress - Nine applicants with approved loans as of 06/30/18.
Department of Water Resources (DWR)	Comprehensive Flood Control Project	$ 2,371,333	$ 20,000,000	100.0%	Holding $237,000 in retention until Conservation Easement is completed.
Environmental Protection Agency (EPA)	Upper York Creek Ecosystem Restoration	$ 987,876	$ 987,876	3.5%	Project is moving forward in two phases.
CalTrans/Federal - OBAG2	Main Street Pedestrian Improvements	$ 1,206,000	$ 351,000	0.0%	issued September 2018 with a due date of October 25, 2018.
SF Bay Area Integrated Regional Water Management Grant (IRWM)	Upper York Creek Ecosystem Restoration	$ 800,000	$ 1,174,119	0.0%	Not eligible for reimbursed Grant share costs until required Funding Match is met.
Metropolitan Transportation Commission - TDA 3	Railroad Avenue ADA Ramps	$ 51,500	$ 102,500	100.0%	Currently in construction. Project completion estimated October 2018.
Friends & Foundation	Staff, Spanish/Youth/Adult Programs, Materials, Elsie the Cat, Supplies)	$ 135,000	$ -	17.8%	First grant disbursement of $33,562 was received July 2018

Attachment 4

Grant	Project	Award Amount	Cash Match	% Grant Funds Expended	Notes
California State Library	California Public Library Broadband Project - Broadband Rewiring	$ 20,000	$ 20,000	100.0%	Reimbursement received 08/2018
CalOES	Public Assistance Grant for Disaster No. 4344-DR-CA	$ 105,854	$ -	100.0%	Reimbursement received 08/2018

Attachment 5

Grantee	Project	Award Amount	% Grant Funds Expended	Notes
NapaShakes/Napa Valley Shakespeare	NapaShakes on Screen at the Cameo Cinema & In St. Helena Schools	$ 10,000	0.0%	Approved for a 6-Month extension through 12/31/2018
Saint Helena Farmers Market	Market Match program	$ 6,400	12.2%	Approved for a 6-Month extension through 12/31/2018

Attachment 6

Grantee	Project	Award Amount	% Grant Funds Expended
Boys & Girls Club of St Helena and Calistoga	Power Hour - Homework Assistance Program	$ 10,000	0.0%
California Federation of Women/St Helena Junior Women's Club	Spelling Bee and Community Christmas Family Adoption	$ 1,300	0.0%
Friends of the Cameo	Film fees, video display, speaker fees and travel, videographer, advertising, graphic design, and staff support for the Come to your Senses programs	$ 10,000	0.0%
Kiwanis Foundation of St. Helena	College scholarshaips for graduating students of St. Helena High School	$ 3,000	0.0%
Lincoln Theater	St. Helena Live Program - Performer fees, technical support, advertising, and staff support	$ 10,000	0.0%
Native Sons of the Golden West St Helena Parlor 53	Native Sons Hall Preservation Design	$ 10,000	0.0%
Nimbus Arts	St. Helena Community Art Creativity Corner - Final Phase	$ 10,000	0.0%
OLE Health - St. Helena Health Center	Diabetic Services - Medical equipment	$ 10,000	0.0%
Our Town St Helena	Brenkle Court & Farmworker Housing Projects	$ 10,000	0.0%
Rianda House	2018 General Programming	$ 10,000	0.0%
Saint Helena Farmers Market	Market Match program	$ 6,400	0.0%
Saint Helena Historical Society	Voices of St. Helena program	$ 8,000	0.0%
St Helena Preschool for All	Pre-school tuition for eligible children	$ 10,000	0.0%
St. Helena Community Band	Community Band Performance Fees - Band Director, insurance, facility and equipment fees and operational costs	$ 10,000	42.4%
St. Helena Little League	St. Helena Little League uniforms and equipment	$ 10,000	0.0%
UpValley Family Center	Operating and personnel costs to provide services for Community Connections program	$ 10,000	0.0%
Vailima Foundation	Treasure Island Mural Project	$ 5,000	0.0%

CITY OF ST. HELENA

QUARTERLY GRANT REPORT

Fiscal Year 2019 1st Quarter, for the period ending September 30, 2018

Newly Awarded Grants

- *Metropolitan Transportation Commission – TDA 3*
  - Grant Award $75,000
    - Project R19-02 – Hunt Avenue Sidewalk Gap Closure
    - Total Project Cost $150,000

Pending Grant Applications

- *CalOES/FEMA – Hazard Mitigation Grant Program*
  - Purchase Three Portable Generators and One Permanent Generator, Including Installation of Electrical Panels
  - Total Estimated Project Cost = $660,900
  - Requires 25% Match = Estimated at $165,225
    - $137,500 is included in the FY 2018/19 Budget

- *Caltrans/Federal – Highway Safety Improvement Program*
  - Replacement of 1,175 Linear Feet of Guardrail on Silverado Trail Located Within St. Helena City Limits
  - Total Estimated Project Cost = $556,100
  - Eligible for 100% Grant Funding

Active Grants Highlights

- *Department of Housing and Community Development: HOME Grant*
- *Upper York Creek Ecosystem Restoration*
  - *Environmental Protection Agency (EPA)*
  - *SF Bay Area Integrated Regional Water Management (IRWM)*
- *One Bay Area Grant 2 (OBAG2): Main Street Pedestrian Improvements*
- *Transportation Development Act – Article 3 (TDA-3): Railroad Avenue ADA Ramps*
- *Friends & Foundation: Library Enhancements*

Closed Grants Highlights

- *California State Library – Library Broadband Project*
  - Reimbursement Received August 2018

- *CalOES - Public Assistance Grant for Disaster No. 4344-DR-CA*
  - Reimbursement Received August 2018

Non-Profit Grants

- *Fiscal Year 2017/18*
  - Two Extensions Granted
  - Deadline for extensions are December 31, 2018
- *Fiscal Year 2018/19*
  - Executed 17 Grant Agreements

Questions

Report to the City Council
Council Meeting of November 27, 2018

Agenda Section: **New Business**

Subject: **Consideration and Proposed Approval of a Resolution (1) Amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include Project C19-03, Crane Park Light Improvements, (2) Authorizing a budget of $30,000 for Project C19-03, (3) Authorizing a budget increase from $25,000 to $170,000 for Project C19-02, Rehabilitate Crane Park Tennis Courts, (4) Authorizing a transfer from Skate Park Lighting Fund 223 to Civic CIP Fund 733 in an amount not to exceed the fund balance of approximately $1,200 for the portion of C19-03 related to skate park lighting, and (5) Authorizing a transfer from Park Impact Fee Fund 734 to Civic CIP Fund 733 upon completion of Projects C19-02 and C19-03 for all costs associated with these projects for an amount not-to-exceed $200,000.**

CEQA Determination: **Class I Categorical Exemption under Section 15301 of CEQA**

Prepared By: Andre Pichly, Recreation Director

Reviewed By: Erica Ahmann Smithies, Public Works Director and City Engineer

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On February 12, 2018, the Parks and Recreation Commission developed a prioritization list for potential Capital Improvement Projects (CIP). The top priority of the Commission was the resurfacing of the tennis courts at Crane Park which is currently included in the adopted Fiscal Year 2018-2019 Capital Improvement Program Budget under CIP Project C19-02, Rehabilitate Crane Park Tennis Courts. The proposed project originally included the resurfacing of the center 4-courts, which have visible cracks in the playing surface and, if not addressed, could pose a safety risk for tennis players. In addition to the resurfacing of the courts, staff recommended the upgrading of the tennis court lighting to a more efficient LED system prior to resurfacing the courts. It was also recommended that other areas in Crane Park with older lighting systems, such as the Bocce Courts, Skate Park, and sand volleyball court, be upgraded to LED systems as well. Lastly, staff encouraged the Commission to consider the benefit of adding path lighting to areas of Crane Park to enhance the safety and security of users that may be in the park after sunset but before the park closes at 10 pm.

The Parks & Recreation Department held two open meetings at Crane Park next to the tennis courts for members of the tennis community and neighbors of Crane Park. Invitations were sent out via email, our Active Registration data base, social media, signage at the tennis courts, and word-of-mouth. The first meeting was held on Wednesday evening, September 26th and the second on Monday morning, October 1st. Both dates and times were selected based on input from members of the tennis community, as well as some of the tennis pros who teach out at Crane Park. Each meeting was attended by about a dozen members of the tennis community in addition to City staff, a Parks and Recreation Commissioner, and a City Council member. Staff invited a tennis court construction consultant and an outdoor sports facility lighting consultant to each of the meetings to describe options for court replacement or resurfacing, and upgrading of our current lightingsystem. During each meeting community members were able to share their thoughts and concerns for court resurfacing, lighting, court amenities and aesthetics, and the timing of the projects. This discussion, along with the attendees opportunity to discuss their ideas and concerns with the consultants was very productive. Each meeting lasted about one-hour. Between both meetings there was enthusiastic support to proceed with installing a slip-sheet on the center 4 courts, to resurface the 2 single courts, and upgrade the lighting system to more efficient LED system that would have enhanced controls and reduced light spillage.

DISCUSSION

CIP Project C19-02, Rehabilitate Crane Park Tennis Courts

On October 29, 2018, during a special meeting, the Parks and Recreation Commission discussed and endorsed the use of additional Park Impact Fees for CIP Project C19-02, Rehabilitate Crane Park Tennis Courts for a total not to exceed amount of $170,000. The project will include the installation of a slip-sheet system for the center tennis courts and resurfacing of the two single courts, along with the upgrading of tennis court amenities, such as the lowering of the side fencing for the courts and installation of new chain-link fencing material, and upgraded net systems as needed. All six courts will be painted in the same color scheme. Should cost estimates come in below $170,000, additive alternatives would include (1) adding new slip sheets to the two single courts, and (2) a complete demolition and rebuilding of one or both of the existing single courts, with the total cost not-to-exceed $170,000. Estimated project time: 6 weeks (2 days to repaint the 2 single courts and 5-6 weeks for the resurfacing of the 4 middle courts). Resurfacing could take place as early as spring 2019 depending on the weather (which could be March, April or even May), but needs to be completed no later than the end of October 2019.

CIP Project C19-03, Crane Park Light Improvements (NEW)
Parks and Recreation Commission also discussed and endorsed the use of Park Impact Fees for the upgrading of all Crane Park's existing lighting to LED systems as a new CIP Project C19-03. This would include the tennis courts, bocce courts, skate park, and sand volleyball court. These upgrades would use the existing lighting infrastructure. LED fixtures would replace the current metal halide fixtures and the existing control system would be replaced with a more advanced control system. LED lights last up to 130,000 hours, whereas metal halide bulbs have an operating life of around 15,000 hours. Further, LED lighting is expected to result in a cost savings of 30% in the City's energy bill. In addition, new path lighting was also discussed and endorsed. Stand-alone solar-powered lighting fixtures would be installed in areas in the park that need supplemental lighting to aid in park users leaving the tennis courts, bocce courts, and skate park after the lights have been turned off and to aid park users vehicles. The total cost of the Crane Park lighting upgrades is not-to-exceed $30,000.00. This project could begin at anytime, but the tennis court lighting should take place before the courts are resurfaced to avoid having any lifting equipment on a newly installed surface. Each lighting project is expected to only take a few days as the existing lighting infrastructure will be used. The lone exception is the solar path lighting, which will involve the installation of 1 base and 1 pole/bollard per fixture, which could take up to 1 -week per fixture.

The project is exempt from the requirements of CEQA pursuant to Section 15301 which exempts the maintenance and minor alteration of existing facilities and 15303 which exempts the construction of limited numbers of new, small structures and equipment.

FISCAL IMPACT

The adopted Fiscal Year 2018/2019 Capital Improvement Program Budget included $25,000 of Park Impact Fee Funds to complete CIP Project C19-02, Rehabilitate Crane Park Tennis Courts. Staff is recommending an additional $145,000 to complete the project as well as $30,000 for the proposed CIP Project C19-03, Crane Park Light Improvements. The fiscal impact is approximately $1,200 from the Skate Park Lighting Fund 223 and an additional $173,800 from the Park Impact Fee Fund for a total not to exceed amount of $200,000 to complete both projects. The current Park Impact Fee Fund balance is $745,700 and the current Skate Park Lighting Fund balance is $1,180.

RECOMMENDED ACTION

Staff recommends City Council adopt a Resolution authorizing (1) Amending the Fiscal Year 2018-2019 adopted Capital Improvement Program Budget to include Project C19-03, Crane Park Light Improvements, (2) Authorizing a budget of $30,000 for Project C19-03, (3) Authorizing a budget increase from $25,000 to $170,000 for Project C19-02, Rehabilitate Crane Park Tennis Courts, (4) Authorizing a transfer from Skate Park Lighting Fund 223 to Civic CIP Fund 733 in an amount not to exceed the fund balance of approximately $1,200 for the portion of C19-03 related to skate park lighting, and (5)

Authorizing a transfer from Park Impact Fee Fund 734 to Civic CIP Fund 733 upon completion of Projects C19-02 and C19-03 for all costs associated with these projects for an amount not-to-exceed $200,000.