



City of St. Helena
Regular City Council Meeting
Tuesday, March 10, 2020 @ 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 please observe the time limit of four minutes.

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
Mayor: Geoff Ellsworth, Vice Mayor: Paul Dohring, City Council Members:
Anna Chouteau, David Knudsen 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 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members 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 Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members 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. Census 2020 Presentation by Albert Lerma, Partnership Specialist, Los Angeles Regional Census Center, U.S. Census Bureau
[Presentation](#) 7 - 32
7. STAFF BRIEFING
 - 7.1. St. Helena Police Department Annual Report
[2019 Police Department Annual Report Presentation](#) 33 - 47
 - 7.2. Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer
 - 7.3. Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer

- 7.4. 2020 City of St. Helena Water Storage Projections Update 49 - 65

CEQA Determination: Not a CEQA project

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

Recommendation:

No action required at this time.

[Staff Report - Pdf](#)

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. Second Reading and Proposed Adoption of an Ordinance Amending Title 9 of the St. Helena Municipal Code to repeal Chapter 9.12 (Curfew) 67 - 70

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

Recommendation:

Hold second reading and adopt an ordinance by title only and waive further reading to repeal Chapter 9.12 of Title 9 of the St. Helena Municipal Code.

[Staff Report - Pdf](#)

- 8.2. Second Reading and Proposed Adoption of an ordinance amending section Chapter 10.20, Title 10 of the City of St. Helena Municipal Code, regarding the establishment of weight restrictions on commercial vehicles using Pratt Avenue Bridge within the City of St. Helena 71 - 84

CEQA Determination: Exempt from the requirements of CEQA under the "General Rule", Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

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

Recommendation:

Hold second reading and adopt an ordinance by title only and waive further reading amending section Chapter 10.20, Title 10 of the City of St. Helena Municipal Code, regarding the establishment of weight restrictions of commercial vehicles using Pratt Avenue Bridge within the City of St. Helena

[Staff Report - Pdf](#)

- 8.3. Consideration of approval of a Resolution approving a budget increase of \$35,000 to Capital Improvement Project C-82 Downtown Restrooms from \$305,712 to \$340,712 and authorizing a budget transfer from Public Works Operations Fund 101-5000-2130 in the amount of \$35,000 to Civic CIP Fund 733-5010-3160. 85 - 92

CEQA Determination: 15303 New Construction or Conversion of Small

Structures

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

Recommendation:

Staff recommends City Council approve the Resolution approving a budget increase of \$35,000 to Capital Improvement Project C-82 Downtown Restrooms from \$305,712 to \$340,712 and authorizing a budget transfer from Public Works Operations Fund 101-5000-2130 in the amount of \$35,000 to Civic CIP Fund 733-5010-3160.

[Staff Report - Pdf](#)

9. PUBLIC HEARINGS

- 9.1. Discussion of Potential Activities and Projects for Inclusion in the 2020 Community Development Block Grant (CDBG) Applications; and Consideration of Approval of a Resolution Approving (1) Applications for Funding, and (2) the Execution of a Grant Agreement and any Amendments thereto from the 2019-2020 Funding Year of the CDBG Program. 93 - 149

CEQA Determination: Exempt from the requirements of CEQA for sections 15332, 15301, and 15303

Prepared By: Mandy Kellogg, Finance Manager

Recommendation:

Affirm direction on the activities and projects for inclusion in the 2020 State Community Development Block Grant (CDBG) applications; and approval of a resolution approving; (1) applications for funding, and (2) the execution of a grant agreement and any amendments thereto from the 2019-2020 funding year of the CDBG Program.

[Staff Report - Pdf](#)

10. OLD BUSINESS

- 10.1. Public Safety Power Shutoffs (PSPS) Events After Action Report 151 - 166
[AAR PSPS Report](#)
- 10.2. Discussion and Direction Related to January 8, 2020 Noll and Tam Architects' Presentation on Massing Concepts and Cost Estimates for Construction and Renovation of Various Civic Buildings and Additional Configuration 167 - 199

CEQA Determination: Exempt

Prepared By: Preya Nixon, Asst. to the City Manager

Recommendation:

Provide direction to the City Manager regarding massing concepts and cost estimates for construction and renovation for various civic buildings.

[Staff Report - Pdf](#)

[Presentation](#)

[Public Comment Kistner](#)

11. NEW BUSINESS

- 11.1. Consideration regarding notice of intent to sell affordable housing unit at 1645 Voorhees Circle and direction as to whether the City desires to exercise its option to purchase said property.

201 - 220

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Finance Manager

Recommendation:

Discuss and provide direction to staff regarding the option or the Owner's attempt to sell.

[Staff Report - Pdf](#)

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

12.1.	<u>March City Council Meetings:</u> 3/24 (staff reports due 3/6) TBD Goal Setting
	<i>PROCLAMATIONS/PUBLIC RECOGNITION/STAFF BRIEFING:</i>
	3/24 - Sexual Assault Awareness Month presented to Domestic
	3/24 Volunteer Week
	<i>STAFF BRIEFING:</i>
	Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer
	Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
	<i>CONSENT:</i>
	3/24 AB1600 Finance Report
	3/24 HCD Annual Progress Report
	3/24 Reclassification adding Senior Engineer
	3/24 Grayson South Crane PSA Design
	3/24 Library roof repair NOC
	3/24 Hydro Science contract amendment
	3/24 Liebert Cassidy
	3/24 CIP creation Mills Lane storm drain improvement project
	3/24 CIP creation for water main replacement on Kearney
	<i>NEW BUSINESS:</i>
	3/24 Non-profit award
	3/24 Money Way garbage consolidation discussion
	<u>April City Council Meetings:</u> 4/14 (staff reports due 3/27) 4/28 (staff reports due 4/10) 4/14 Joint PC/CC Zoning Code Update Stakeholder input TBD PC Governance Mtg
	<i>PROCLAMATIONS/PUBLIC RECOGNITION/STAFF BRIEFING:</i>
	4/14 Arts in April Proclamation
	4/14 Library Week
	4/28 Proclamation for National Police Week
	4/28 Proclamation for Bike to Work Day in the City of St. Helena
	4/28 Proclamation for Building Safety Month
	4/28 UVDS Council presentation Christy Pestoni Abreu and

Amanda Griffis - Landscape in refuse collection, food waste and more. (SB1383)
STAFF BRIEFING:
Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer
Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
CONSENT:
4/14 Year Two Pavement Restoration Advertisement
4/28 Cell Tower Lease
Award of contract for tennis courts rehabilitation
Crinella pump station design
OLD BUSINESS:
4/14 Ticket Policy
First reading for Vaping Ordinance
PH or NEW BUSINESS:
4/14 Utility Master Plan
4/14 Nimbus Arts mural discussion
4/28 Grant Qtrly Report
4/28 Finance Qtrly Report
First reading ADU ordinance
Long Range Financial Forecast (LRFF)
May City Council Meetings:
5/12 (staff reports due 4/24)
5/25 (staff reports due 5/8)
STAFF BRIEFING:
Upper York Creek Dam Project Update by Erica Ahmann Smithies, Public Works Director and City Engineer
Update on Waste Water Treatment Plant Upgrade Project by Erica Ahmann Smithies, Public Works Director and City Engineer
CONSENT:
Upvalley Diversion Program Contract Amendment

13. ADJOURNMENT

The next Regular City Council meeting is scheduled for March 24, 2020, 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 March 4, 2020.

Cindy Tzaopoulos, 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.

NAPA COUNTY

Gearing Up for 2020 Census

March 10, 2020



Al Lerma, Partnership Specialist

Los Angeles Regional Census Center, U.S. Census Bureau

2020CENSUS.GOV

Shape
your future
START HERE >

United States[®]
Census
2020

It is in the Constitution

Article 1, Section 2 of the U.S. Constitution

“The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.”

2020CENSUS.GOV

Shape
your future
START HERE >

United States[®]
Census
2020

Why does the Census Matter?

Power

- Power in Representation
- Re-apportionment of Congressional Seats
- State Redistricting of legislative boundaries

Money

- More than \$1 trillion in federal funding distributed annually
- Funding distributed based on population

2020CENSUS.GOV

Shape
your future
START HERE >

United States[®]
Census
2020

Your Answers are Protected by Law

Title 13 of the U.S. Code

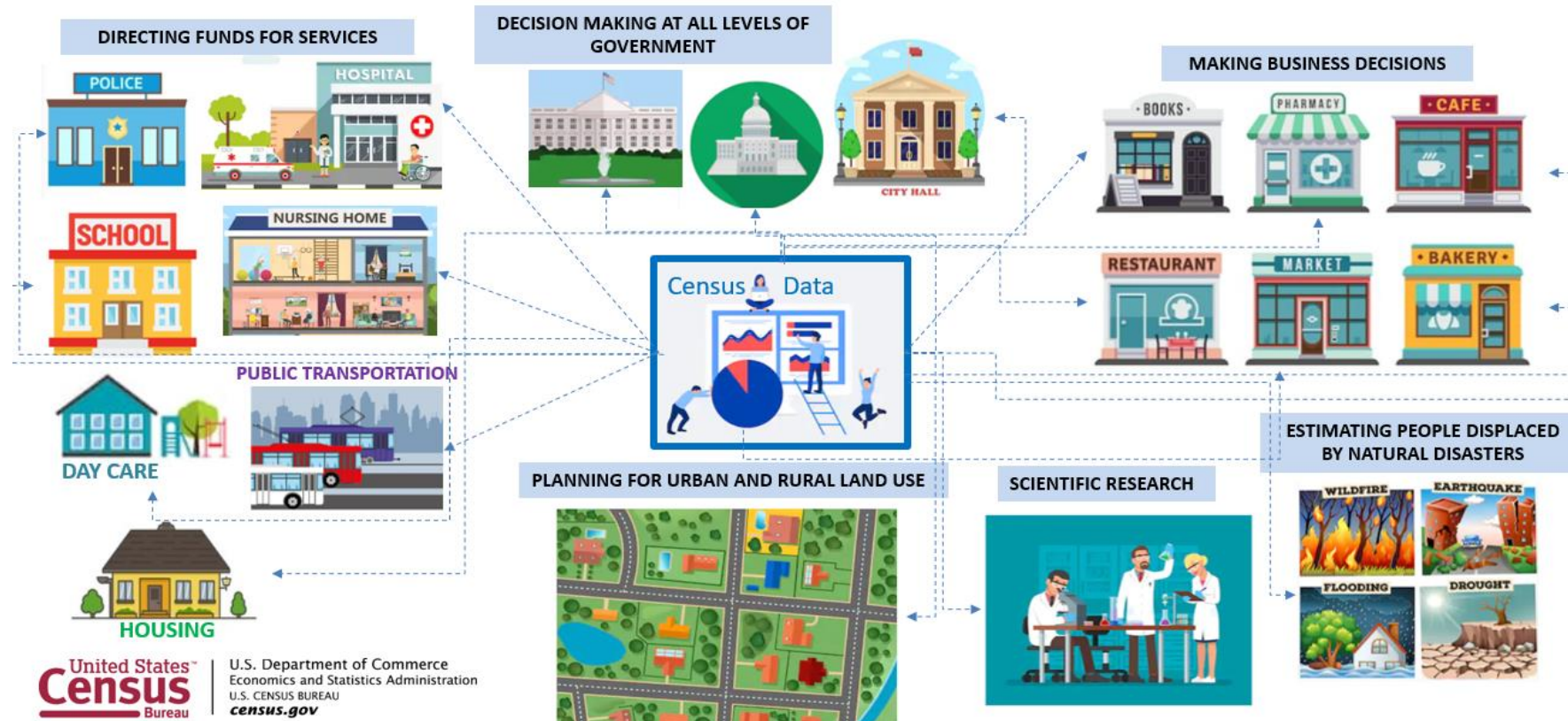
- **The census is confidential and required by law**
- **Results of the census are reported in statistical format only**
- **We do not share respondents' personal information or responses with any other government agencies**
- **All Census Bureau's employees swear to a lifetime oath to protect respondents' information**
- **Penalties for wrongful disclosure - up to 5 years imprisonment and/or a fine of \$250,000**

2020CENSUS.GOV

Shape
your future
START HERE >

United States[®]
Census
2020

Census Data is important



2020CENSUS.GOV

Shape
your future
START HERE >

United States[®]
Census
2020

How the 2020 Census will invite everyone to respond

WHAT WE WILL SEND IN THE MAIL	
On or between	You'll receive:
March 12–20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16–24	A reminder letter.
	If you haven't responded yet:
March 26–April 3	A reminder postcard.
April 8–16	A reminder letter and paper questionnaire.
April 20–27	A final reminder postcard before we follow up in person.

We understand you might miss our initial letter in the mail.

- Every household that hasn't already responded will receive reminders and will eventually receive a paper questionnaire.
- It doesn't matter which initial invitation you get or how you get it—we will follow up in person with all households that don't respond.



Shape
your future
START HERE >

United States[®]
Census
2020

Letters, Postcards and Bilingual Questionnaires

Flip style questionnaire



The image shows the top left portion of a letter from the U.S. Census Bureau. It includes the official seal of the U.S. Census Bureau, which features an eagle with a shield, holding an olive branch and arrows, with a constellation of stars above its head. To the right of the seal, the text reads "United States Census 2020". Below this, the header information states "U.S. Census Bureau", "Washington, DC 20540-0001", and "Office of the Director".

March 18, 2020

Dear Resident:

This is your invitation to respond to the **2020 Census**. We need your help to United States by providing basic information about all adults, children, and businesses.

Results from the 2020 Census will be used to:

- Direct billions of dollars in federal funds to local communities for emergency public services.
- Help your community prepare to meet transportation and emergency needs.
- Determine the number of seats each state has in the U.S. House of Representatives and your political representation at all levels of government.

Respond by April 1 at
[redacted]

Your Census ID is [redacted]

The U.S. Census Bureau is using the Internet to securely collect your information. On a secure national network, save taxpayer money, and process data more efficiently to complete your 2020 Census questionnaire online. We will send you a few weeks for you to complete and mail back.

The survey is so important that your response is required by law, and your answer is completely confidential. If you do not respond, we will need to send a Census Bureau worker to collect your information in person. If you need help completing your questionnaire, please call toll-free (number removed).

Thank you for your prompt response.

Sincerely,

Steven D. Dillingham

Steven D. Dillingham

Enclosures

The image shows the official seal of the U.S. Census Bureau, which features an eagle with a shield, holding an olive branch and arrows, with a constellation of stars above its head.

United States
Census
2020

U.S. Census Bureau

Washington, DC 20540-0001

Office of the Director

12 de marzo de 2020

Estimado residente de esta vivienda:

Esta es su invitación para responder al **Censo del 2020**. Necesitamos su ayuda para contar a todos los personas en los Estados Unidos al momento información básica sobre todos los adultos, niños y negocios.

Los resultados del Censo del 2020 se usarán para:

- Designar miles de millones de dólares a fondos federales a las comunidades locales para escuelas, hospitales, y otros servicios públicos.
- Ayudar a su comunidad a prepararse para enfrentar necesidades relacionadas con el transporte y la preparación para emergencias.

El censo es tan importante que su respuesta es requerida por ley, y sus respuestas son totalmente completamente confidenciales. Si usted no responde, tendremos que enviar a un representante de la Oficina del Censo para que recolecte sus respuestas en persona. O podemos ayudarle a completar el cuestionario del Censo del 2020. Llame gratis al [number removed].

Responda antes del 1 de abril en
[redacted]

Su identificación del Censo es
[redacted]

La Oficina del Censo está usando Internet para recopilar su información de manera segura. Responder por Internet nos ayuda a conservar recursos naturales, a ahorrar dinero de los contribuyentes y a procesar los datos de manera más eficiente. La salud no puede completar el cuestionario del Censo del 2020 por Internet, dentro de una semana le enviaremos un cuestionario impreso para que lo complete y lo envíe de vuelta por correo.

El censo es tan importante que la ley requiere que usted responda, y sus respuestas son totalmente completamente confidenciales. Si usted no responde, tendremos que enviar a un representante de la Oficina del Censo para que recolecte sus respuestas en persona. O podemos ayudarle a completar el cuestionario del Censo del 2020. Llame gratis al [number removed].

Gracias de antemano por su rápida respuesta.

Atentamente,

Steven D. Dillingham

Steven D. Dillingham

Documentos adjuntos

Census.gov

[illegible]



This is the official partnership for the 2007 address.

It is your right to know what your address and telephone number are.

For more information, visit www.google.com/youraddress



2020CENSUS.GOV

Shape
your future
START HERE >



Language Assistance Sheet

All mailing packages include a language assistance sheet with instructions in the 12 non-English languages.

The instructions explain how to select languages online, and provide dedicated phone numbers for each non-English language.

OMB No. 0607-1006; Approval Expires 11/30/2021

English

Go to [census.gov](#) and select "English" located in the upper-right corner of the window, to access your 2020 Census questionnaire in English.

Español (Spanish)

Vaya a [census.gov](#) y seleccione "Español" en la esquina superior derecha de la ventana, para acceder al cuestionario del Censo del 2020 en español.

中文 (Chinese)

请访问 [census.gov](#)，并选择位于窗口右上角的“中文(简体)”，以连接到您的中文版2020年人口普查问卷。

Tiếng Việt (Vietnamese)

Hãy vào trang mạng: [census.gov](#) và chọn "Tiếng Việt" ở góc trên bên phải của cửa sổ để truy cập bản câu hỏi Thống Kê Dân Số 2020 bằng Tiếng Việt.

한국어 (Korean)

2020년 센서스 인구조사 설문지를 한국어로 보시려면 인터넷 사이트 [census.gov](#)로 가서서 화면의 오른쪽 상단 코너에 있는 "한국어"를 선택해 주십시오.

Русский (Russian)

Чтобы получить доступ к анкете переписи населения 2020 года на русском языке, зайдите на веб-сайт [census.gov](#) и выберите «Русский» в правом верхнем углу окна.

العربية (Arabic)

تفضل بزيارة [census.gov](#) وحدد "العربية" الموجودة في الزاوية اليمنى العلوية من الشاشة للوصول إلى استبيان التعداد السكاني لسنة 2020 الخاص بك باللغة العربية.

Tagalog (Tagalog)

Pumunta sa [census.gov](#) at piliin ang "Tagalog" na nasa itaas na kanang sulok ng window, upang ma-access ang iyong palatanganan ng 2020 Senso sa Tagalog.

Polski (Polish)

Aby uzyskać dostęp do kwestionariusza Spisu Ludności 2020 w języku polskim, proszę przejść na stronę [census.gov](#) i wybrać "POLSKI" w górnym prawym rogu ekranu.

Français (French)

Rendez-vous sur [census.gov](#) et sélectionnez « FRANÇAIS », situé dans le coin supérieur droit de la fenêtre, pour accéder à votre questionnaire du Recensement 2020 en français.

Kreyòl Ayisyen (Haitian Creole)

Pou gen aksè sou kesyonè Resansman 2020 an, nan Kreyòl Ayisyen ale sou sitwèb [census.gov](#) epi chwazi "KREYÒL AYISYEN," nan kwen anwo nan bò dwat fenèt la.

Português (Portuguese)

Visite [census.gov](#) e clique em "PORTUGUÊS" no canto superior direito da janela para acessar o questionário do Censo 2020 em português.

日本語 (Japanese)

[census.gov](#) にアクセスして、ウィンドウの右上にある「日本語」を選択し、2020年国勢調査（日本語版）にアクセスしてください。

FORM D-11 (06-04-2019)

OMB No. 0607-1006; Approval Expires 11/30/2021

English

For help completing your 2020 Census questionnaire, call toll-free [1-800-368-7083](#). For telephone display service (TDD) for the hearing impaired, call toll-free [1-800-877-8345](#).

Español (Spanish)

Si necesita ayuda para completar el cuestionario del Censo del 2020, llame gratis al [1-800-368-7083](#).

中文 (Chinese)

如需帮助填写2020年人口普查问卷时需要帮助，请拨打免费电话：[1-800-368-7083](#)（普通话）或 [1-800-877-8345](#)（广东话）。

Tiếng Việt (Vietnamese)

Để được trợ giúp hoàn thành bản câu hỏi Thống Kê Dân Số 2020 của quý vị, hãy gọi số miễn phí [1-800-368-7083](#).

한국어 (Korean)

2020년 센서스 인구조사 설문지 작성에 도움이 필요하시면, 무료 번호 [1-800-368-7083](#)으로 전화해 주십시오.

Русский (Russian)

Для помощи в заполнении анкеты переписи населения 2020 года, позвоните по номеру [1-800-368-7083](#) (бесплатно).

العربية (Arabic)

للمساعدة في استكمال استبيان التعداد السكاني الخاص بك لسنة 2020، اتصل على الرقم المجاني: [1-800-368-7083](#).

Tagalog (Tagalog)

Para sa tulong sa pagkumpleto ng iyong palatanganan ng 2020 Senso, tumawag nang toll free sa [1-800-368-7083](#).

Polski (Polish)

Aby uzyskać pomoc w wypełnieniu kwestionariusza Spisu Ludności 2020, proszę zadzwonić pod bezpłatny numer [1-800-368-7083](#).

Français (French)

Pour obtenir une aide afin de remplir votre questionnaire du Recensement 2020, appelez gratuitement le [1-800-368-7083](#).

Kreyòl Ayisyen (Haitian Creole)

Pou jwenn ed ranpli kesyonè Resansman 2020 an, rele nimewo nou an gratis: [1-800-368-7083](#).

Português (Portuguese)

Para obter ajuda para responder ao questionário do Censo 2020, ligue gratuitamente para o telefone [1-800-368-7083](#).

日本語 (Japanese)

2020年国勢調査についてご不明な点があるときは、フリーダイヤル [1-800-368-7083](#) までお電話ください。

FORM D-11 (06-04-2019)

New Ability to Self Respond Starting March 12, 2020



Internet



Phone



Paper Form

****12 languages plus English and TDD
(Telecommunications Device for the Deaf) will be supported.***

Shape
your future
START HERE >

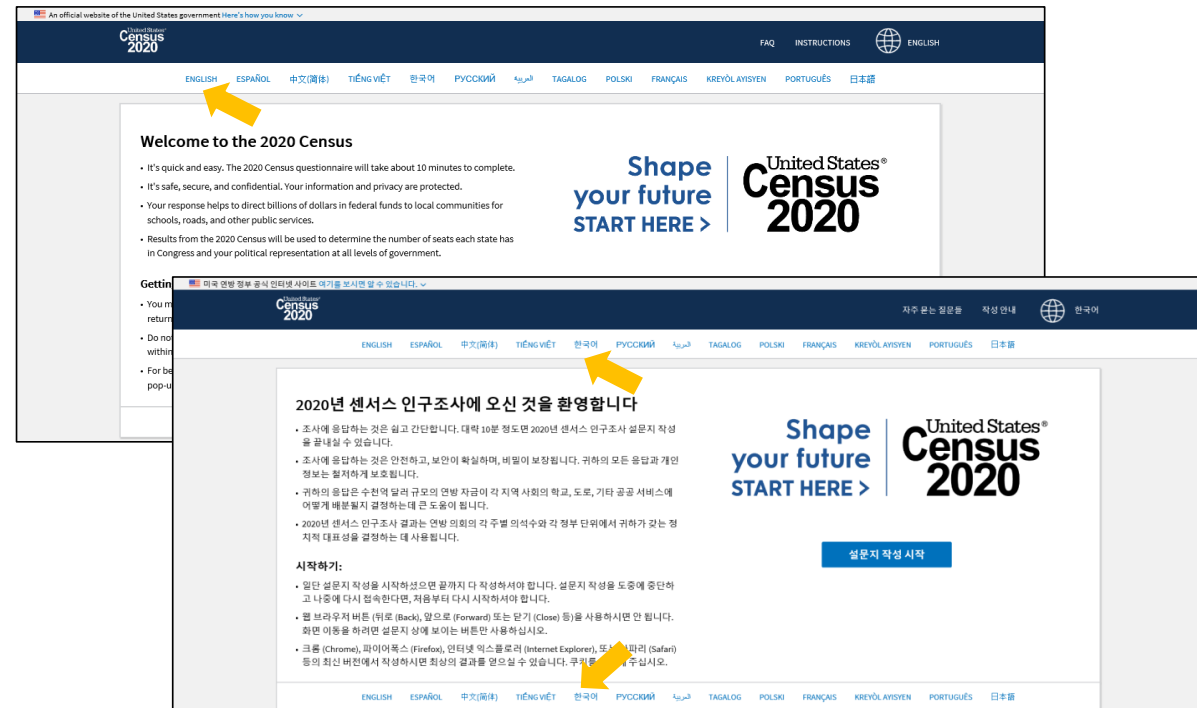
United States[®]
Census
2020

Internet Self-Response (ISR)

The internet questionnaire will allow respondents to toggle between English and 12 non-English languages using a dropdown language menu at the top of each screen, and individual links at the top and bottom of each screen.



2020CENSUS.GOV



Shape
your future
START HERE >

United States®
Census
2020

Landing Page

An official website of the United States government [Here's how you know](#)

United States Census 2020

FAQ INSTRUCTIONS  ENGLISH

ENGLISH ESPAÑOL 中文(简体) TIẾNG VIỆT 한국어 РУССКИЙ العربية TAGALOG POLSKI FRANÇAIS KREYÒL AYISYEN PORTUGUÊS 日本語

Welcome to the 2020 Census

- It's quick and easy. The 2020 Census questionnaire will take about 10 minutes to complete.
- It's safe, secure, and confidential. Your information and privacy are protected.
- Your response helps to direct billions of dollars in federal funds to local communities for schools, roads, and other public services.
- Results from the 2020 Census will be used to determine the number of seats each state has in Congress and your political representation at all levels of government.

Getting started:

- You must complete your questionnaire once you begin. If you leave the questionnaire and return later, you will have to start over.
- Do not use the web browser buttons (back, forward, or close browser). Use the buttons within the questionnaire to navigate.
- For best results, use the latest version of Chrome, Firefox, Internet Explorer, or Safari. Enable cookies.

**Shape your future
START HERE >**

**United States®
Census
2020**

Start Questionnaire

ENGLISH ESPAÑOL 中文(简体) TIẾNG VIỆT 한국어 РУССКИЙ العربية TAGALOG POLSKI FRANÇAIS KREYÒL AYISYEN PORTUGUÊS 日本語

**** U.S. Census Bureau Notice and Consent Warning ****

You are accessing a United States Government computer network. Any information you enter into this system is confidential. It may be used by the Census Bureau for statistical purposes and to improve the website. If you want to know more about the use of this system, and how your privacy is protected, visit our online privacy webpage at <https://www.census.gov/about/policies/privacy/privacy-policy.html>.

Use of this system indicates your consent to collection, monitoring, recording, and use of the information that you provide for any lawful government purpose. So that our website remains safe and available for its intended use, network traffic is monitored to identify unauthorized attempts to access, upload, change information, or otherwise cause damage to the web service. Use of the government computer network for unauthorized purposes is a violation of Federal law and can be punished with fines or imprisonment (PUBLIC LAW 99-474).

OMB No.: 0607-1006 | Approval Expires: 11/30/2021

2020CENSUS.GOV

**Shape
your future
START HERE >**

**United States®
Census
2020**

12-digit Census ID

United States[®]
Census
2020

FAQINSTRUCTIONS

ENGLISH

Address Verification

Household Questions

People Questions

Final Questions

Please Log In

Use the materials we mailed to you or left at your door.
All the information that you provide will remain confidential.

[Where can I find my 12-digit Census ID?](#)

Please enter the 12-digit Census ID found in the materials we mailed to you or left at your door.

-

-

Login

[If you do not have a Census ID, click here.](#)

ENGLISH

ESPAÑOL

中文(简体)

TIẾNG VIỆT

한국어

РУССКИЙ

العربية

TAGALOG

POLSKI

FRANÇAIS

KREYÒL AYISYEN

PORTUGUÊS

日本語

OMB No.: 0607-1006 | Approval Expires: 11/30/2021

Shape
your future
START HERE >

United States[®]
Census
2020

For Those Without Usual Residence/Experiencing Homelessness

United States[®]
Census
2020

FAQ INSTRUCTIONS

 ENGLISH

Address Verification

Household Questions

People Questions

Final Questions

Please provide a city and state, or ZIP Code where you will be living on April 1, 2020.
Also, describe the physical location in the space provided.

City

State

ZIP Code

▼

Please provide as much information as possible.

For example:

- a location description such as "The apartment over the gas station" or "The brick house with the screened porch on the northeast corner of Farm Road and HC 46" or
- a name of a park, street intersection or shelter, if you will be experiencing homelessness on April 1, 2020, as well as the name of the city and state. For example, "Friendship Park, Anywhere, PA."

< Previous

Next >

Shape
your future
START HERE >

United States[®]
Census
2020

The Number of People Who Live Here

United States[®]
Census
2020

FAQINSTRUCTIONS

ENGLISH

Address Verification

Household Questions

People Questions

Final Questions

Including yourself, how many people will be living or staying at 1307 BARNARD DR Sim Data ZZ 89102 1805 on April 1, 2020?

[For more information on who to include, click here.](#)

Number

Next >

ENGLISH

ESPAÑOL

中文(简体)

TIẾNG VIỆT

한국어

РУССКИЙ

العربية

TAGALOG

POLSKI

FRANÇAIS

KREYÒL AYSYEN

PORTUGUÊS

日本語

2dd0557b-3f2a-4f95-a340-e153e2117971

Shape
your future
START HERE >

United States[®]
Census
2020

Don't forget the newborn Maria or the auntie & uncle in the converted garage!

The screenshot shows the 'Household Questions' step of the 2020 Census. At the top, there's a progress bar with four stages: 'Address Verification', 'Household Questions' (current), 'People Questions', and 'Final Questions'. The 'Household Questions' stage is highlighted. Below the progress bar, the text reads: 'We do not want to miss any people who might be staying at 1307 BARNARD DR Sim Data ZZ 89102 1805 on April 1, 2020.' This is followed by 'For example:' and a bulleted list: '• Children, related or unrelated, such as newborn babies, grandchildren, or foster children', '• Relatives, such as adult children, nieces, nephews, cousins, or in-laws', '• Roommates or other nonrelatives', and '• People without a permanent place to live.' Below the list, it says 'Loading...' and shows two entries: 'Jane Smith' and 'John Smith', each with a green checkmark icon. Then, it asks 'Will there be any ADDITIONAL people that you did not already list?' and provides a link: 'For more information on who to include, click here.' At the bottom, there are two radio buttons: 'Yes' and 'No'. The 'Next' button is highlighted in blue. The 'Previous' button is greyed out.

United States[®]
Census
2020

FAQ INSTRUCTIONS ENGLISH

Address Verification **Household Questions** People Questions Final Questions

We do not want to miss any people who might be staying at 1307 BARNARD DR Sim Data ZZ 89102 1805 on April 1, 2020.

For example:

- Children, related or unrelated, such as newborn babies, grandchildren, or foster children
- Relatives, such as adult children, nieces, nephews, cousins, or in-laws
- Roommates or other nonrelatives
- People without a permanent place to live

Loading...

Jane Smith

John Smith

Will there be any ADDITIONAL people that you did not already list?

[For more information on who to include, click here.](#)

☐ Yes

☐ No

Shape
your future
START HERE >

United States[®]
Census
2020

Before clicking “submit”...

United States[®]
Census 2020

FAQ INSTRUCTIONS  ENGLISH

Address Verification Household Questions People Questions **Final Questions**

You are almost finished and are now ready to send your responses. Once your questionnaire is submitted, you will not be able to access your information or change any of your responses. After you submit your responses and are shown the confirmation page, you may close the web browser.

You must select SUBMIT to complete your questionnaire. Would you like to submit your responses now?

[Edit Questionnaire](#) [Submit Questionnaire](#)

ENGLISH ESPAÑOL 中文(简体) TIẾNG VIỆT 한국어 РУССКИЙ العربية TAGALOG POLSKI FRANÇAIS KREYÒL AYISYEN PORTUGUÊS 日本語

2dd0557b-3f2a-4f95-a340-e153e2117971

Shape
your future
START HERE >

United States[®]
Census 2020

You've been counted!

United States[®]
**Census
2020**

Address Verification Household Questions People Questions Final Questions

Thank you for completing the 2020 Census questionnaire for:

1307 BARNARD DR Sim Data ZZ 89102 1805
Sim Data NV 89102

November 8, 2019 10:56:02 AM EST

If you receive other mail from the Census Bureau about the 2020 Census in the next few days, please disregard it. That mail may have been sent out before today.

If you have any questions, please call the phone number printed in your materials or listed below.

1-844-330-2020

Confirmation #: 176039113

[Visit 2020Census.gov](https://2020Census.gov)

[Save or Print this Screen](#)

You may close the browser.

Shape
your future
START HERE >

United States[®]
**Census
2020**

Non-English Language Support

Internet Self-Response	Census Questionnaire Assistance	Language Guides (Video and Print) Language Glossaries Language Identification Card					Paper Questionnaire & Mailing Materials																																																												
12 Non-English Languages Respondents will be able to toggle between the languages within the instrument. Spanish Chinese Vietnamese Korean Russian Arabic Tagalog Polish French Haitian Creole Portuguese Japanese	12 Non-English Languages There is a separate phone number for each language, including TDD. This information is included in the mailing materials. Spanish Chinese (Mandarin and Cantonese) Vietnamese Korean Russian Arabic Tagalog Polish French Haitian Creole Portuguese Japanese	59 Non-English Languages Video and print language guides will be available online. Glossaries provide key terminology to bilingual staff. Language Identification Card expanded to 59 languages (50 in 2010). <i>Language listed below are in order of need (top to bottom, left to right).</i> <table><tr><td>Spanish</td><td>Italian</td><td>Khmer</td><td>Tamil</td><td>Croatian</td></tr><tr><td>Chinese</td><td>Farsi</td><td>Nepali</td><td>Navajo</td><td>Bulgarian</td></tr><tr><td>Vietnamese</td><td>German</td><td>Urdu</td><td>Hungarian</td><td>Twi</td></tr><tr><td>Korean</td><td>Armenian</td><td>Romanian</td><td>Hebrew</td><td>Lithuanian</td></tr><tr><td>Russian</td><td>Hindi</td><td>Telugu</td><td>Malayalam</td><td>Yoruba</td></tr><tr><td>Arabic</td><td>Ukrainian</td><td>Burmese</td><td>Swahili</td><td>Czech</td></tr><tr><td>Tagalog</td><td>Bengali</td><td>Punjabi</td><td>Yiddish</td><td>Igbo</td></tr><tr><td>Polish</td><td>Greek</td><td>Lao</td><td>Indonesian</td><td>Marathi</td></tr><tr><td>French</td><td>Amharic</td><td>Hmong</td><td>Serbian</td><td>Sinhala</td></tr><tr><td>Haitian Creole</td><td>Somali</td><td>Albanian</td><td>Tigrinya</td><td>Slovak</td></tr><tr><td>Portuguese</td><td>Thai</td><td>Turkish</td><td>Ilocano</td><td>American</td></tr><tr><td>Japanese</td><td>Gujarati</td><td>Bosnian</td><td>Dutch</td><td>Sign Language</td></tr></table>					Spanish	Italian	Khmer	Tamil	Croatian	Chinese	Farsi	Nepali	Navajo	Bulgarian	Vietnamese	German	Urdu	Hungarian	Twi	Korean	Armenian	Romanian	Hebrew	Lithuanian	Russian	Hindi	Telugu	Malayalam	Yoruba	Arabic	Ukrainian	Burmese	Swahili	Czech	Tagalog	Bengali	Punjabi	Yiddish	Igbo	Polish	Greek	Lao	Indonesian	Marathi	French	Amharic	Hmong	Serbian	Sinhala	Haitian Creole	Somali	Albanian	Tigrinya	Slovak	Portuguese	Thai	Turkish	Ilocano	American	Japanese	Gujarati	Bosnian	Dutch	Sign Language	Spanish Bilingual mailing materials and questionnaires will be sent to addresses in bilingual tracts. Mailings will include instructions on responding via Internet or phone in 12 non-English languages.
Spanish	Italian	Khmer	Tamil	Croatian																																																															
Chinese	Farsi	Nepali	Navajo	Bulgarian																																																															
Vietnamese	German	Urdu	Hungarian	Twi																																																															
Korean	Armenian	Romanian	Hebrew	Lithuanian																																																															
Russian	Hindi	Telugu	Malayalam	Yoruba																																																															
Arabic	Ukrainian	Burmese	Swahili	Czech																																																															
Tagalog	Bengali	Punjabi	Yiddish	Igbo																																																															
Polish	Greek	Lao	Indonesian	Marathi																																																															
French	Amharic	Hmong	Serbian	Sinhala																																																															
Haitian Creole	Somali	Albanian	Tigrinya	Slovak																																																															
Portuguese	Thai	Turkish	Ilocano	American																																																															
Japanese	Gujarati	Bosnian	Dutch	Sign Language																																																															
							During Nonresponse Followup enumerators use: •A bilingual handheld instrument (English/Spanish) •Bilingual materials (English/Spanish) •Instructions to respond online or by phone in 12 non-English languages •Language Identification Card																																																												
							Shape United States																																																												

Shape
your future
START HERE >

United States[®]
Census
2020

Census Questionnaire Assistance (CQA) Toll-Free Lines

Beginning March 1, 2020, the English and Spanish language lines will be available to provide general information about the 2020 Census, including answering frequently asked questions (FAQs) via an automated Interactive Voice Response (IVR) system.

Beginning March 9, 2020, all lines will have live Customer Service Representative (CSR) providing information about the 2020 Census and assistance with the questionnaire.

Callers to the English and Spanish language lines will be routed through the IVR system prior to being transferred to a CSR. Callers to all other language lines will be greeted in their languages.

The CQA IVR and live CSR support on all language lines will end on July 31, 2020.

LANGUAGE LINE	TOLL-FREE NUMBER
English	844-330-2020
Spanish	844-468-2020
Chinese (Mandarin)	844-391-2020
Chinese (Cantonese)	844-398-2020
Vietnamese	844-461-2020
Korean	844-392-2020
Russian	844-417-2020
Arabic	844-416-2020
Tagalog	844-478-2020
Polish	844-479-2020
French	844-494-2020
Haitian Creole	844-477-2020
Portuguese	844-474-2020
Japanese	844-460-2020
TDD	844-467-2020

You CANNOT request a Census Form to be sent to you!

All CQA toll-free phone lines will be open seven days (Monday to Sunday) a week, 7:00 am to 2:00 am EST/ 4:00 am to 11:00 pm PST.

Shape
your future
START HERE >

United States[®]
Census
2020

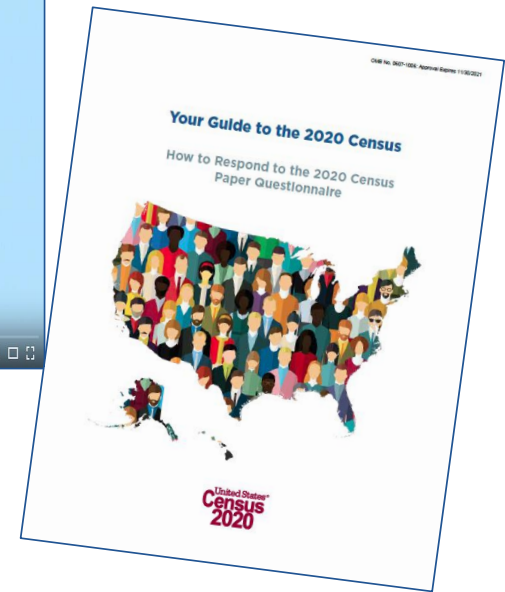
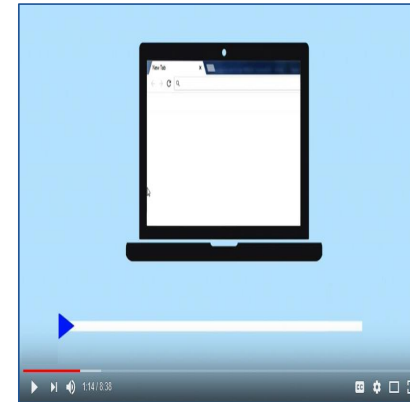
Language Guides

Video Language Guides (59 Non-English Languages)

Print Language Guides (59 Non-English Languages)

***Videos will include American Sign Language.**

Print guides will include Braille and Large Print.



Shape
your future
START HERE >

United States[®]
Census
2020

Video Language Guide

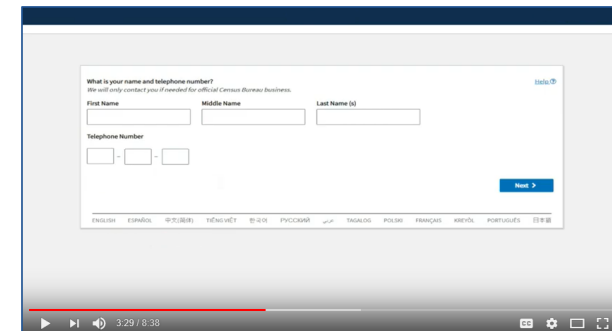
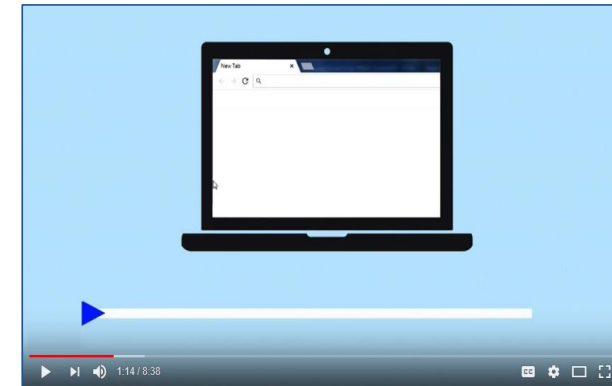
Video language guides, narrated in 59 non-English languages, will assist respondents responding online.

Each video is about 8 minutes and includes basic information about the 2020 Census.

Video language guides will be available online to stream or download.

Total Run Time: about 8 minutes

- Part 1: Introduction to the 2020 Census (1 minute)
- Part 2: Quick Tour (1 minute)
- Part 3: Translated Guide (6 minutes)



2020CENSUS.GOV

Shape
your future
START HERE >

United States[®]
Census
2020

Important Dates & Updates

- Selection of workers for Service-Based Enumeration (SBE), March 30, 31 & April 1, has begun
- Recruiting ends in March; selection for Non-Response Follow-Up (NRFU) begins
- Census in Schools Week, March 2 – March 6
- Census Questionnaire Assistance toll-free phone lines go live March 9
- Response Rate Map goes live mid-March
- Mobile Questionnaire Assistance (MQA) begins late March
- Early Non-Response Follow-Up begins in areas around college campuses (Sonoma State, SRJC, SFSU) on April 9
- Non-Response Follow-Up (door-knocking by census workers/enumerators) begins May 13

Shape
your future
START HERE >

United States[®]
Census
2020

Mobile Questionnaire Assistance (MQA)

Late March – July 31

- Trained Census Bureau's employees with LTE-enabled iPads will be at public events or locations (churches, schools, community centers, shopping centers) in hard-to-count areas to answer questions and/or help residents answer their census then and there.
- Partnership Specialists will work with CBOs, churches, Chambers of Commerce, cities and counties to identify areas in need of support during the Self-Response and Non-Response Follow-Up periods.



Shape
your future
START HERE >

United States[®]
Census
2020

Resources for Partners

- ✓ 2020 Census **outreach materials are now available** on 2020census.gov. Find downloadable posters, handouts, toolkits, and other resources that you can share with partners.
- ✓ Visit 2020census.gov/partners and select **Promotional Materials** to view what is available, including in-language materials. Use this page as a resource, as we **continue** to add materials.
- ✓ Encourage your network to **sign up for our email list** for the latest news and updates relevant to partners. Completing the **Join Us** form will sign them up for our email list.

2020CENSUS.GOV



Shape
your future
START HERE >

United States
Census
2020



**Census jobs available in all 8 San Francisco Bay Area Census Offices.
One application qualifies you for any of the following positions:**

Position		Pay rate
Office Clerks		\$16 - \$24 per hour
Office Operations Supervisors		\$20.50 - \$31 per hour
Census Field Supervisors		\$22 - \$33 per hour
Enumerators (Census Takers)		\$20 - \$30 per hour
Recruiting Assistants		\$22 - \$33 per hour

- ✓ Excellent Pay
- ✓ Flexible Hours
- ✓ Paid Training
- ✓ Temporary Positions

Basic Requirements

- 18 years of age or older
- Valid Social Security number
- U.S. Citizen
- Valid email address
- Must apply online

Simple Application

33 Question Assessment
Plus 9 Supervisory questions
if interested in Supervisory
Positions

Apply today!

2020census.gov/jobs

Federal Relay Service: (800) 877-8339 TTY / ASCII

www.gsa.gov/fedrelay

1-855-JOB-2020 (1-855-562-2020)

The U.S. Census Bureau is an Equal Opportunity Employer

Northern California-Bay Area Contact Information

Al Lerma

Sonoma, Mendocino, Lake, Napa Counties

Albert.lerma@2020census.gov

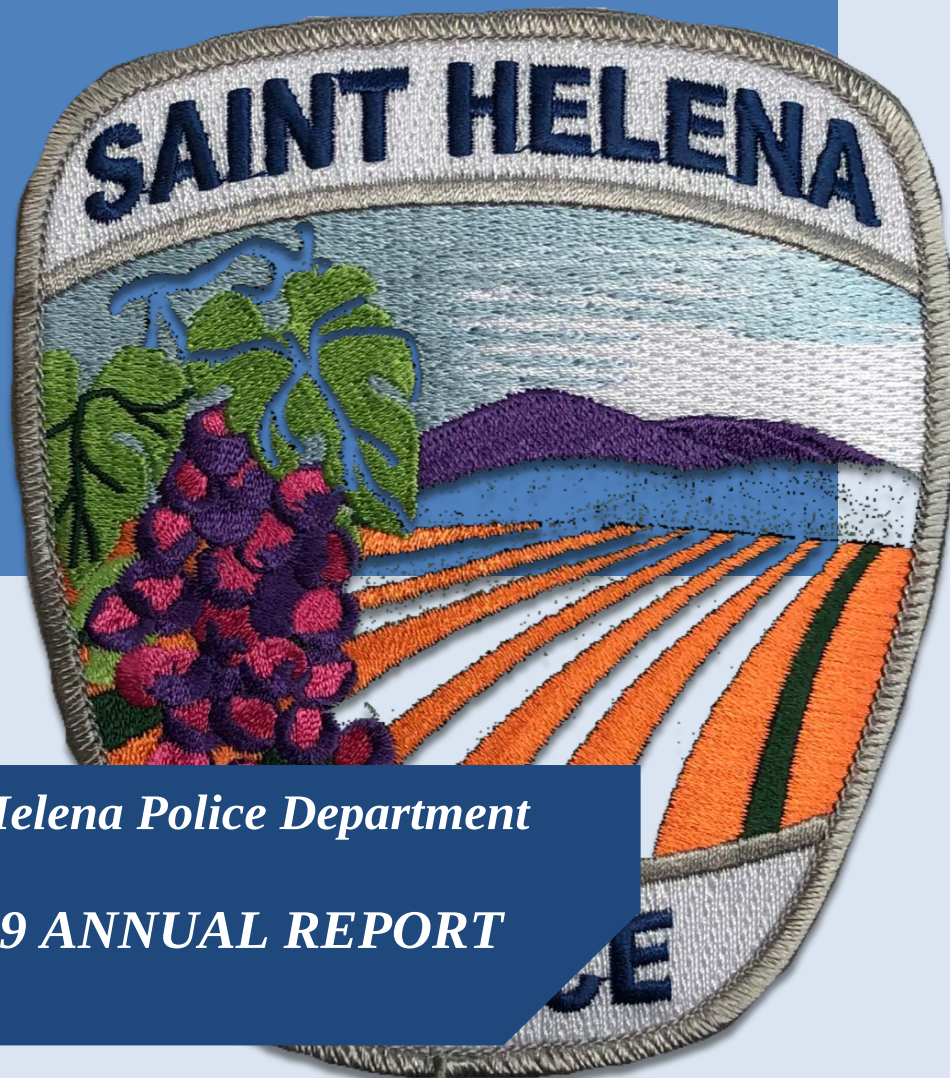
858-342-9844



2020CENSUS.GOV

Shape
your future
START HERE >

United States[®]
Census
2020



St Helena Police Department
2019 ANNUAL REPORT

MESSAGE FROM THE CHIEF

As a Department we emphasize pride, excellence, equality and loyalty. It is our goal to work with the citizens of Saint Helena and other agencies in an effort to improve the overall quality of life in our community.

The Saint Helena Department currently has 13 sworn Peace Officers, five Dispatchers, one Community Service Officer and many volunteers that are each committed to providing the highest level of police, parking, animal control and community services. We are guided by a community oriented policing philosophy and stress the importance of working as leaders in our community and building relationships based on trust and transparency.

I am extremely proud of the men and women that comprise the Saint Helena Police Department as they are a reflection of the community that they serve. Together, in partnership with the community, we will continue to make the City of Saint Helena a beautiful and safe place to live, work, play, visit and do business.

Christopher J. Hartley
Chief of Police

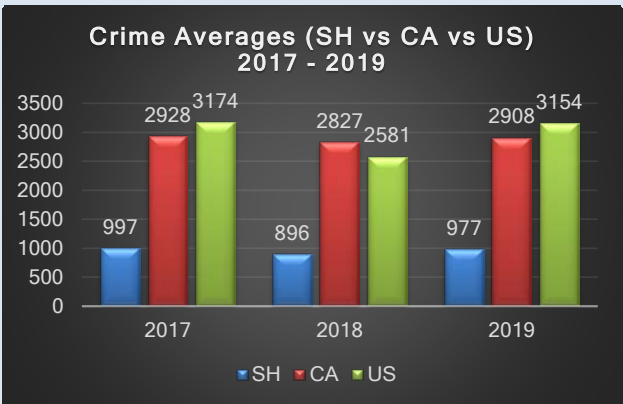
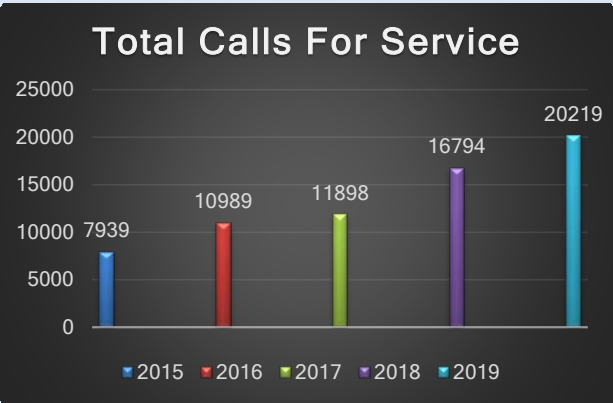
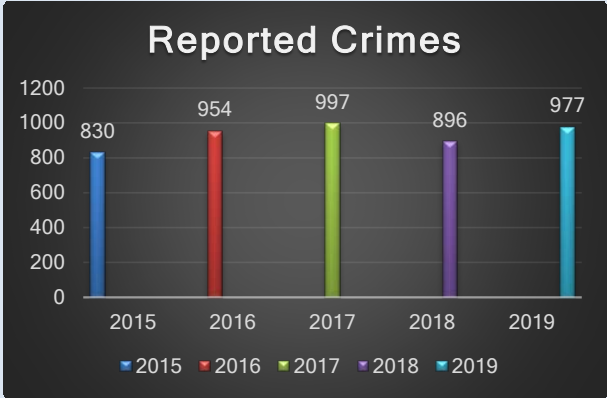
CRIME IN SAINT HELENA

Crime is categorized into two broad categories: person crimes and property crimes. Crimes such as robbery, rape, domestic violence, assaults, and murder are examples of person crimes.

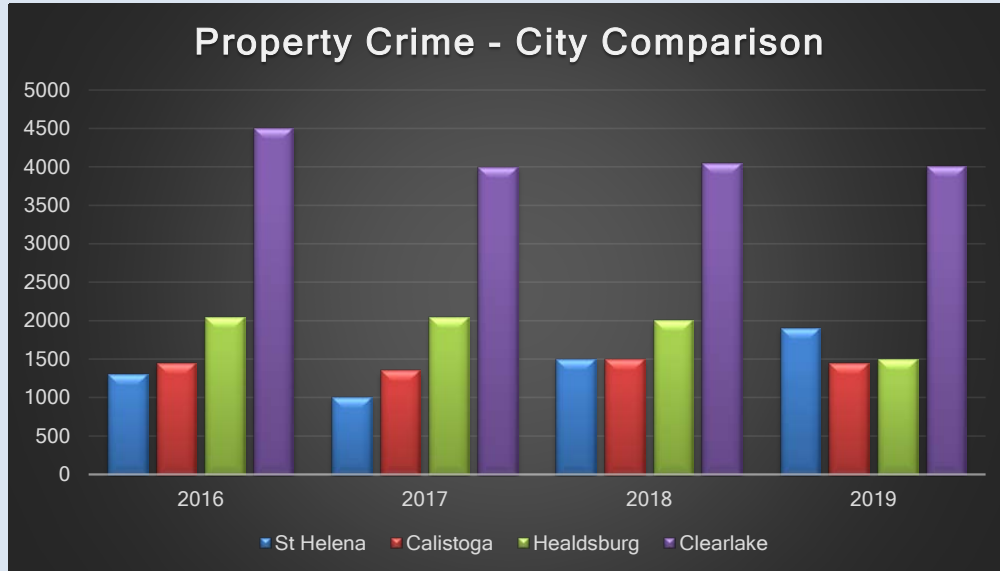
Thefts, burglaries, and vandalism are common examples of property crimes.

In 2019, the Saint Helena Police Department received 20,219 calls for service. A call for service is generated anytime a citizen calls into Dispatch requesting service or when an Officer initiates some form of proactive patrol. Common calls for service are traffic concerns, patrol requests, and reports of criminal activity.

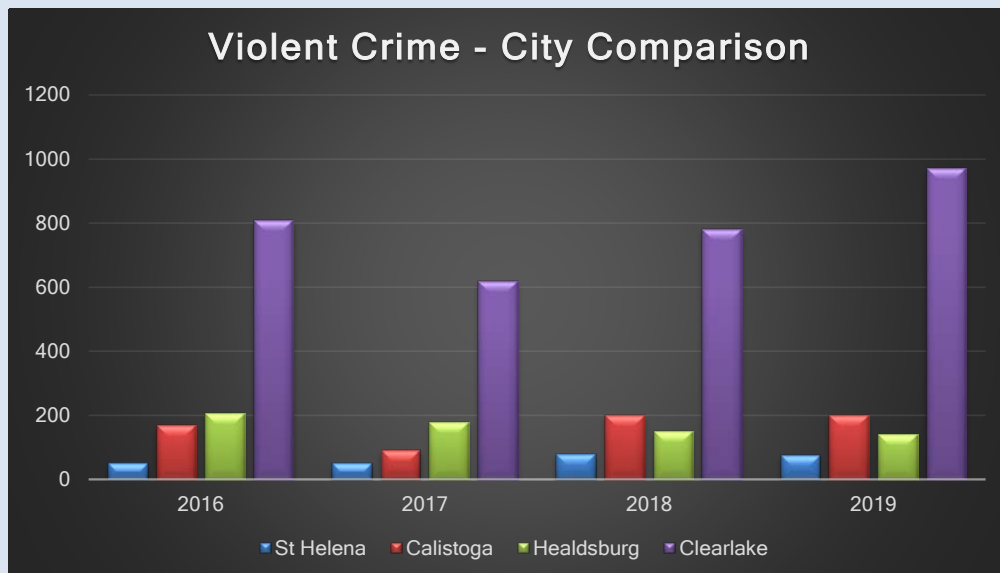
For 2019, the overall Saint Helena crime rate is 66% lower than the California average and is 69% lower than the national average.



CRIME COMPARISONS



Crime Index corresponds to incidents per 100,000 inhabitants



Crime Index corresponds to incidents per 100,000 inhabitants

PERSON CRIMES

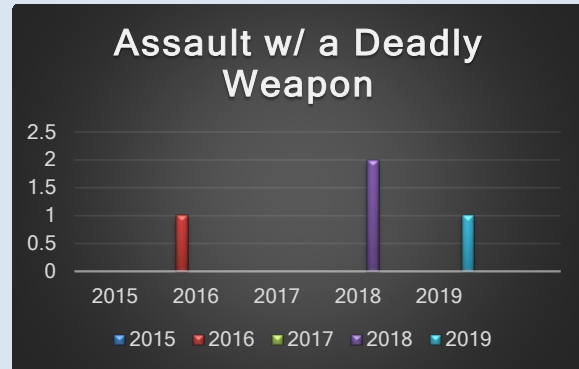
Crimes against persons are the highest priority as they have the largest impact on the victim.

Assault with a Deadly Weapon (ADW)

In 2019, St Helena experienced one ADWs. Assault with Deadly Weapons typically include the use of guns and knives but can include other objects that can be used to inflict injury.

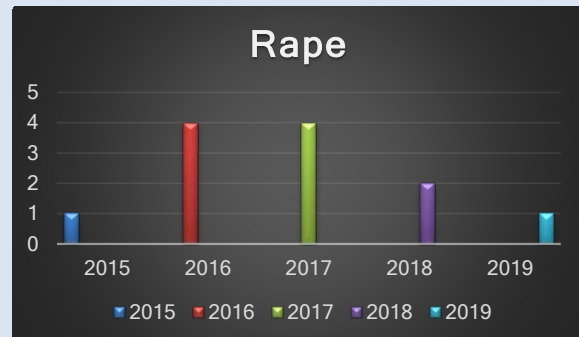
Case:

In April 2019, a mentally ill man was creating a scene in the Sunshine Foods parking lot. When Officers arrived on scene, the man used his jacket which contained a large rock, striking one of the Officers. The Officer sustained minor injuries and the subject was arrested without further incident.



Rape

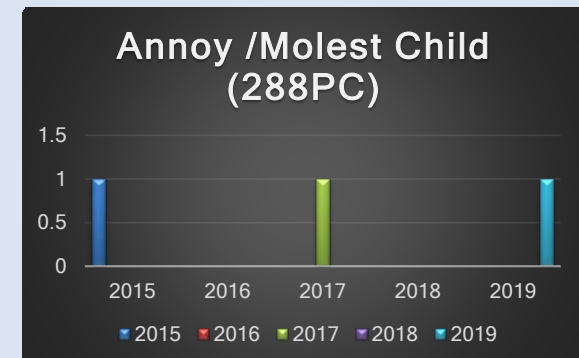
The St Helena Police Department takes the report of a sexual assault seriously and devotes any investigative resources necessary. In 2019, one rape was reported; however, the victim was uncooperative. The case was referred to the District Attorney's Office.



Other Sex-Related Incidents

There are additional types of sex-related crimes.

In 2019, there was one case of Lewd and Lascivious Acts on a child under the age of 14.

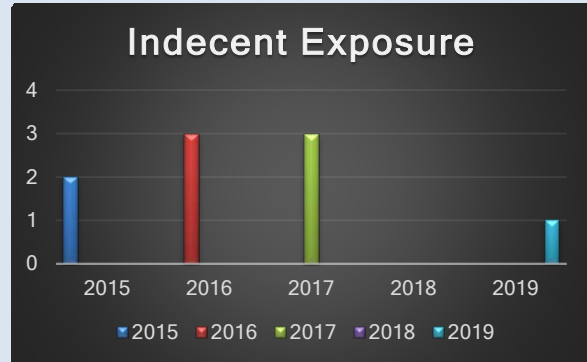


PERSON CRIMES CONT.

Indecent Exposure

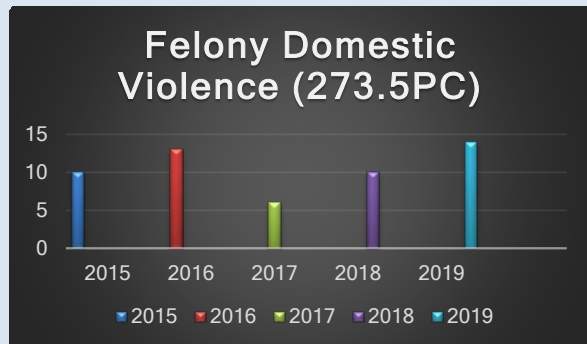
Case:

In August 2019, St Helena Police received a call of a female juvenile who had been waived down by an adult male in a vehicle. When the female approached the vehicle, the male exposed himself. The male was later identified, interviewed, and arrested.



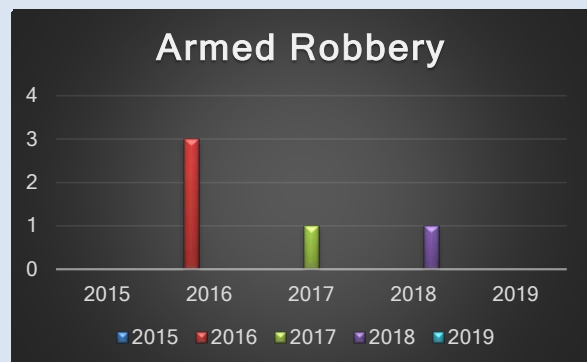
Domestic Violence

In 2019, the Saint Helena Police Department responded to 14 reports of domestic violence. By nature, domestic violence incidents are extremely dangerous for everyone involved, the victim, the officers, and family members.



Armed Robbery

In 2019, the City experienced no armed robberies.



PROPERTY CRIMES

Residential:

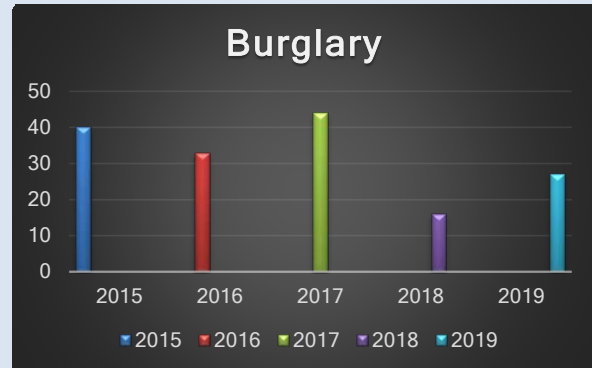
In 2019, the Saint Helena Police Department responded to 11 residential burglaries.

Commercial:

In 2019, the Saint Helena Police Department responded to 12 commercial burglaries.

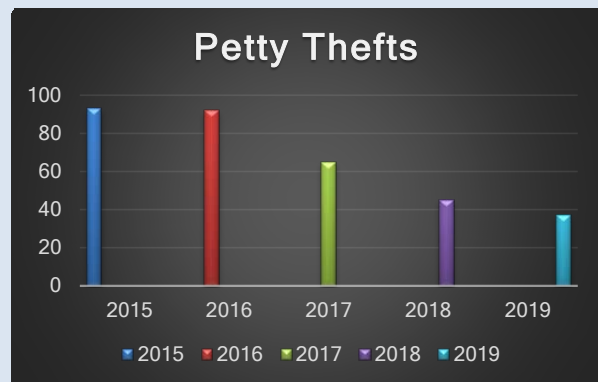
Case:

In June 2019, Officers responded to Padis Jewelry for burglary. The investigation revealed the suspects were technically proficient and part of an organized crime ring from South America. Diligent police work along with the assistance from other agencies with similar burglaries, lead to the capture and arrest of the suspects.



Petty Thefts:

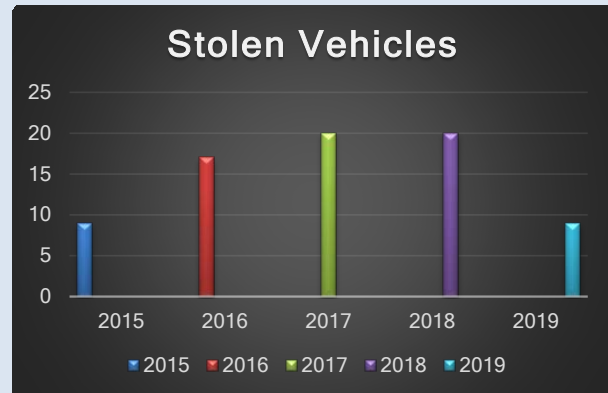
In 2019, the Saint Helena Police Department responded to 37 petty theft cases. California law defines petty theft as anything valued under \$950.



PROPERTY CRIMES CONT.

Stolen Vehicles

In 2019, the Saint Helena Police Department responded to nine vehicle thefts. Many of the cases involved “skeleton keys” or stock keys left inside the vehicle.



Vandalism

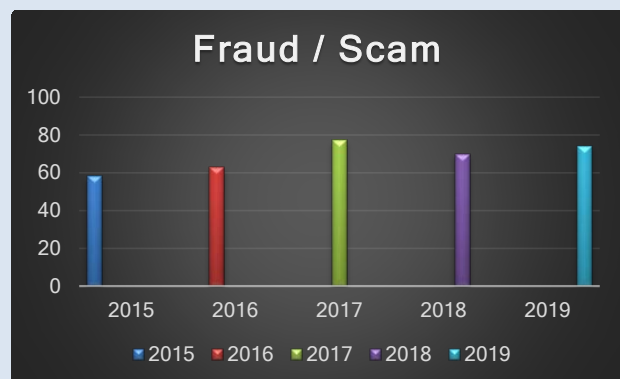
In 2019, the Saint Helena Police Department experienced a vandalism increase of 43%. This was due in part to a serial “tagger”. The Department deployed surveillance cameras, extra patrols, and continues to actively investigate several leads.



Other Crimes of Note

Fraud / Scam are crimes that have impacted many residents of Saint Helena. The crimes have historically been on the rise as more and more credit card numbers are compromised as well as theft of mail.

In 2019, the Saint Helena Police Department handled 58 cases of potential and or actual fraud/scam.



Other Crimes of Note Cont.

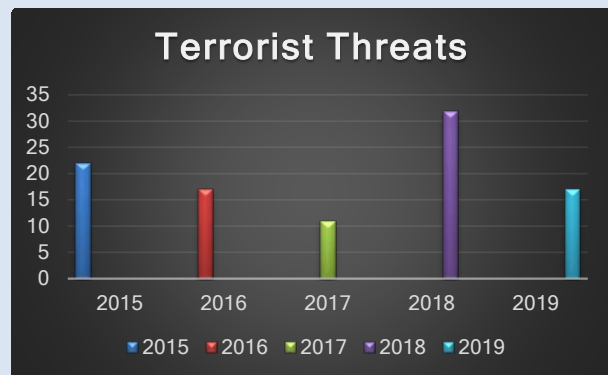
Suspicious Circumstance is a title that is assigned to reports that are important to record, but do not necessarily meet the definition of a specific crime. These reports are reviewed by Department staff to look for any links or connections to other crimes.

In 2019, the Saint Helena Police Department responded to 180 suspicious calls.



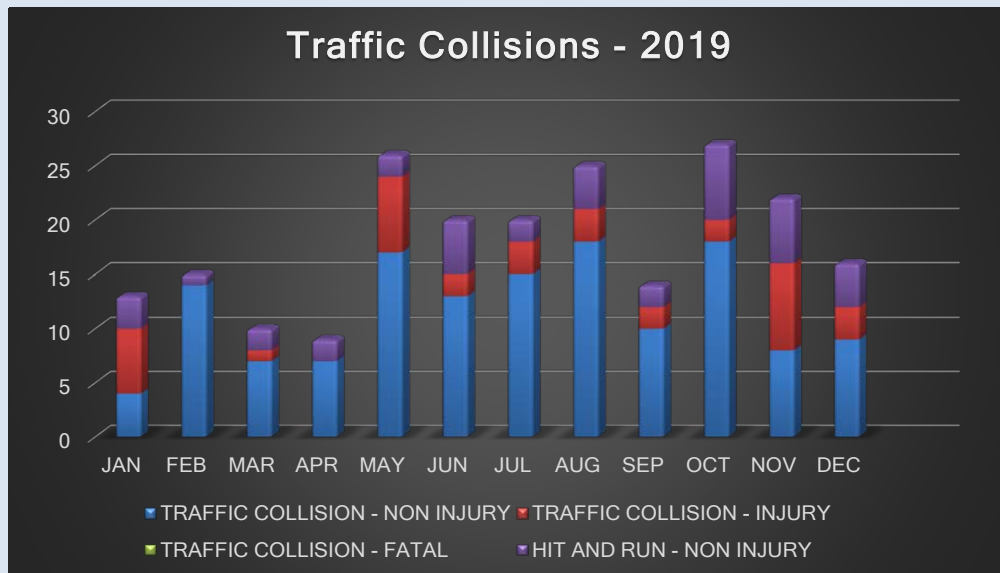
Terrorist Threats is a crime that involves an individual threatening another individual, group, or facility. The crime occurs when an individual makes a statement that is intended to be taken as a threat and suggests they will harm a person or group.

In 2019, the Saint Helena Police Department responded to 22 terrorist threat calls.



TRAFFIC SAFETY

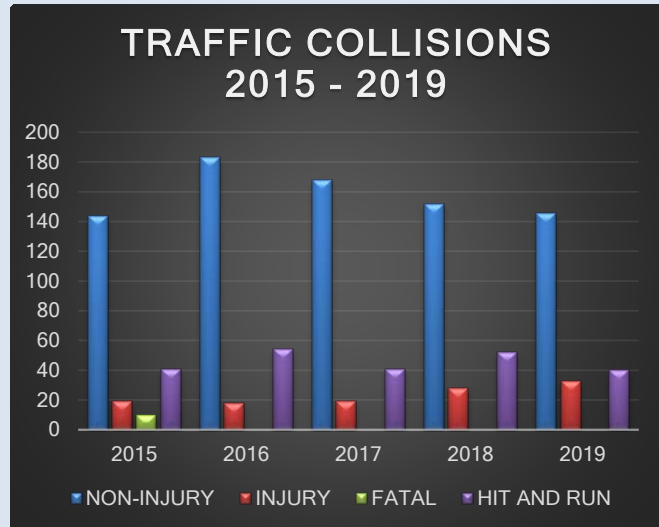
Patrol Officers work to reduce the number of traffic collisions involving other vehicles, pedestrians, and or bicyclists. Officers use the “3 E’s” of traffic safety: Enforcement, Education, and Engineering. Officers will Enforce various vehicle codes while on routine or directive patrol. During an Officers contact with a violator, they will Educate the driver on the rules of the road. At times, the Department will work in conjunction with CalTrans and or the City of St Helena’s Public Works Department to ensure City roadways are surveyed and up to par per current regulations.



In July of 2019, the Saint Helena Police Department, in conjunction with the Napa office of the California Highway Patrol executed a Pedestrian Safety Enforcement Operation. The goal of the operation was to bring more awareness to both motorists and pedestrians as it pertains to their responsibility. As a result of this effort, 23 citations were issued, 27 warnings were issued, and an untold number of citizens were educated on the importance of pedestrian safety.

TRAFFIC SAFETY CONT.

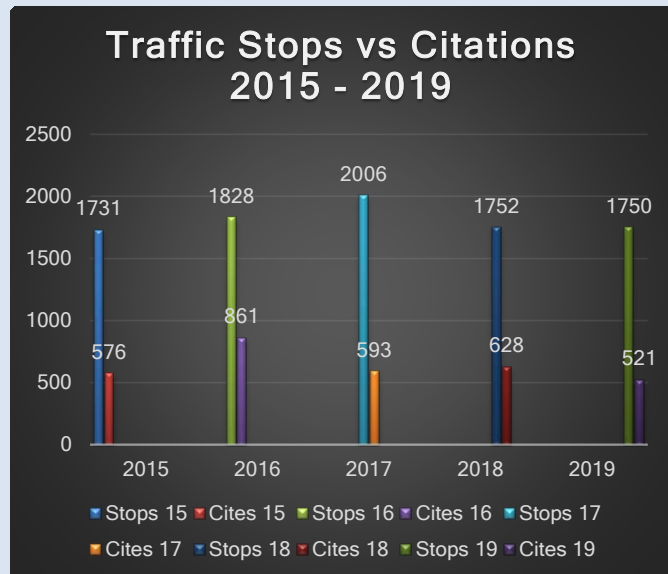
In May 2015, the Saint Helena Police Department responded to a traffic collision fatality involving an intoxicated adult female bicyclist versus a large box truck in the 1100 block of Main St. Since 2015, there have been no vehicle collision fatalities.



Members of the Saint Helena Police Department continue to demonstrate discretion during traffic enforcement stops.

In 2019, Officers effected 1,750 enforcement stops and issued 521 citations.

Since 2015, Officers have effected 38,335 enforcement stops and issued 3,179 citations.



POLICE COMMAND STAFF

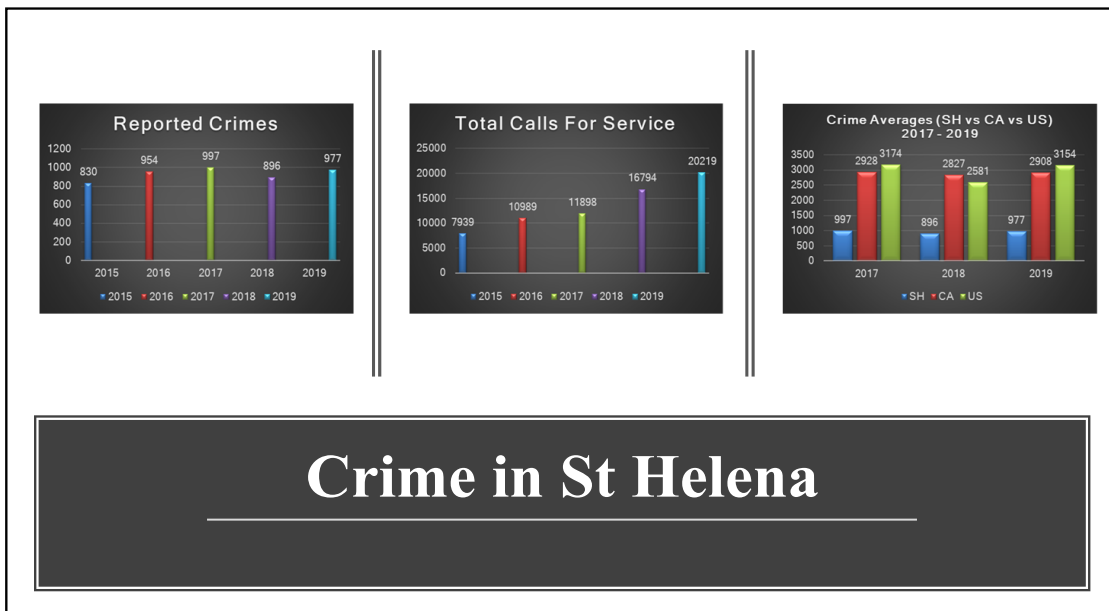
Chief Christopher J. Hartley	707-967-2855
Sergeant Justin Tharp	707-967-2858
Sergeant Steve Peterson	707-967-2857
Records Supervisor Maria Gonzalez	707-302-2409



3/10/2020



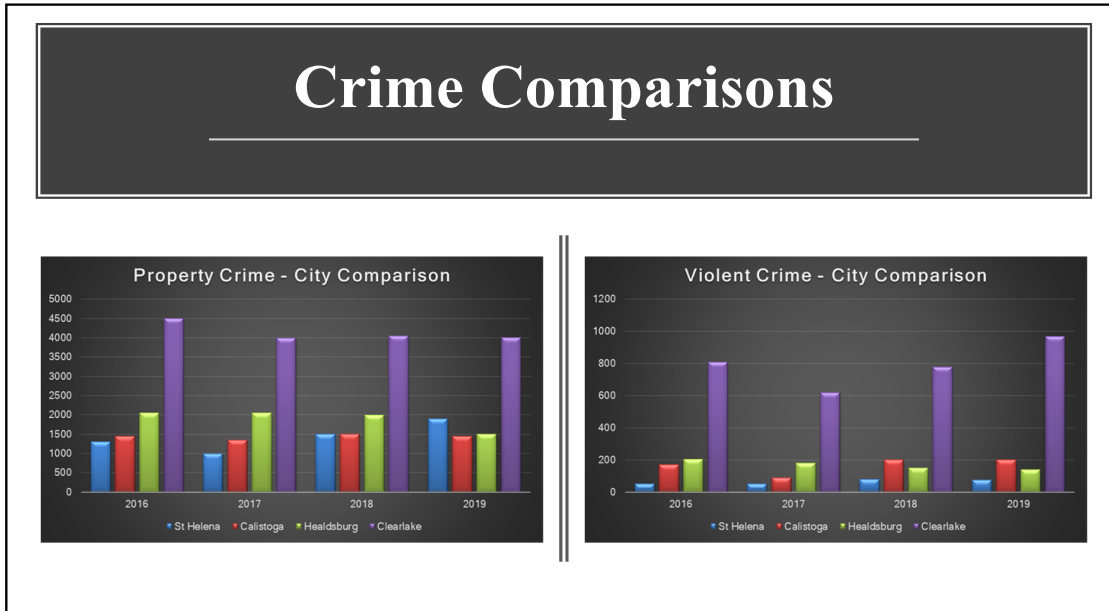
1



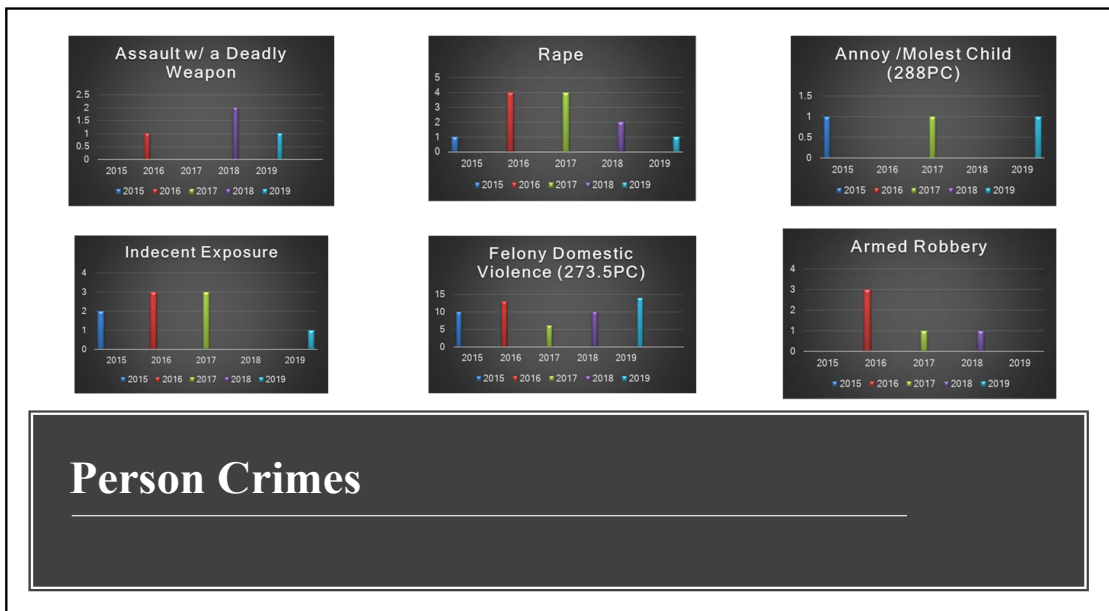
2

1

3/10/2020



3



4

3/10/2020



5



6



Report to the City Council
Regular City Council - 10 Mar 2020

Agenda Section: STAFF BRIEFING

Subject: 2020 City of St. Helena Water Storage Projections Update

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

Given below average seasonal rainfall to date, the City Council recently requested a water supply update to determine if formal water restrictions might be needed. In conjunction with the State Water Resources Control Board Division of Drinking Water, staff evaluated projected rainfall and demand through December 31, 2019 as well as available supply from all available water sources. In addition to this, staff also developed surface water storage projections for Bell Canyon Reservoir through November 1, 2020, and a potable water production plan.

St. Helena Municipal Code Section 13.04.220 establishes that at any time the City Council finds and determines a water shortage emergency condition exists within the criteria of Sections 13.04.230 through 13.04.250, and that it is necessary to limit usage by the customers of the municipal water department, the City Council shall adopt a resolution setting forth the applicable phase.

St. Helena Municipal Code Section 13.04.230 requires implementation of Phase I Emergency Water Regulations where conditions requiring the establishment of a Phase II water emergency, as determined by the Director of Public Works appear imminent. In addition to the Municipal Code, the 2017 adopted water rate structure includes a drought period surcharge that begins once the City implements Phase I Water Regulations.

The St. Helena Municipal Code Chapter 13.04 provides rainfall precipitation and supply/usage balance as guiding factors in determining Safe Annual Yield of the City's water supply and the implementation of water restrictions. "Safe Annual Yield" of the St. Helena water supply system is that quantity of water which can be reliably delivered on an annual basis through most rainfall years, including a dry year (rainfall at twenty-two (22) inches to twenty-five and nine-tenths (25.9) inches) without undue hardship on water customers through water shortage restrictions.

It is recognized that the Safe Annual Yield, as so defined, could place significant hardship on water customers in a critically dry year (rainfall at twenty-one and nine-tenths (21.9) inches or less) or in periods of two or more consecutive dry years. "Undue hardship" is defined to mean Phase II or Phase III restrictions at any time, as these phases are set forth in the Code. The Safe Annual Yield shall be determined pursuant to the analytical methodology used by the Safe Yield Committee, as identified in its report dated March 17, 2011. The Committee determined that the Safe Annual Yield to be 1,950 acre-feet which is calculated as needed at the beginning of each fiscal year.. The Safe Annual Yield shall be redetermined any time there is a material change in the City's water supply or operations.

DISCUSSION

The projected water demand through the end of June is approximately 489 acre-feet and the projected water supply as of March 2, 2020, from all three sources is as follows:

Water Source	Volume in Acre-Feet
Bell Canyon Reservoir	1,668
*Stonebridge Well Production	98
**City of Napa	188
Total Supply	1,954

*The City can increase well production from 20% to 30% which would increase production to 147 acre-feet

**An additional 200 acre-feet of water is available for allocation from the City of Napa if needed

The available water supply versus projected demand through the end of the fiscal year is currently in the positive.

The City's annual rainfall as of March 2, 2020 was approximately 15.57 inches, which is well below what is considered a dry year without water restrictions. If the City does not receive several additional inches of precipitation by the end of June it may be in a critically dry year scenario and the implementation of Phase I restrictions may be recommended with potential Phase II or III implications pending Safe Annual Yield calculations at the end of this fiscal year. It is important to note that the rainfall year coincides with the City's fiscal year from July 1 to June 30.

The State Water Resources Control Board Division of Drinking Water has not discussed a drought or worked with City staff to develop a potable water production plan as they have in the past (e.g. 2018). However, City staff is in agreement with the analysis that moving into Phase I may be warranted later this year.

The actions taken by residents and the City during a Phase I Water Emergency are formally outlined in the attached Municipal Code Sections 13.04.220-310. If implemented, City staff will notify customers that one or more of the criteria for Phase I has been met, and shall identify and explain in sufficient detail each criterion that forms a basis for establishing a Phase I water emergency, as well as possible Phase II Regulations.

With Phase I restrictions, most water conservation actions are recommended, not mandatory, with the exception of prohibiting filling pools and surface cleaning using potable water sources. If the declaration of a Phase II emergency appears reasonably imminent, the City Council shall also form a Water Advisory Board consisting of one City Council Member, one Planning Commissioner, one winery customer, and two public members, one of whom shall be solely a residential customer. The Director of Public Works shall be an ex officio member of this Board. Unless the City Council otherwise directs, the Board will disband when the water emergency is no longer in effect.

Staff will continue to monitor potable water demand, cumulative rainfall, as well as continue to update projections. Staff will report back to City Council if Phase I water regulations and restrictions are warranted or if Phase II is imminent.

FISCAL IMPACT

The recently adopted water rate structure includes a drought period surcharge that begins once the City implements Phase 1 Water Regulations. Drought rates are only applied to use charges (does not affect service charges). Drought rates are 6% higher than non-drought rates because during drought years the cost of water per 1,000 gallons is 6% higher than during non-drought years.

RECOMMENDED ACTION

No action required at this time.

ATTACHMENTS

[Attachment 1: 2016 Municipal Code](#)

[Attachment 2: 2011 Safe Yield Committee Report](#)

Article 2

Water Shortage Emergencies, Drought and Water Conservation

13.04.220 Procedure for establishing water emergency phases.

At any time that the city council finds and determines that a water shortage emergency condition exists within the criteria of Sections 13.04.230 through 13.04.250, and that it is necessary to limit usage by the customers of the municipal water department, the city council shall adopt a resolution setting forth the applicable phase. As soon as is practicable after adoption of such resolution, the city clerk shall cause to be published at least once, in a newspaper of general circulation published and circulated in the city, a notice declaring the establishment of such regulatory phase. Such notice shall set forth the limitations of water use applicable to the particular phase being established and shall further declare that violations of such limitations are punishable in accordance with the provisions of Sections 13.04.230 and 13.04.310. The establishment of a particular phase shall be completed and effective as described in the resolution adopting the water shortage phase.

Whenever the cumulative rainfall for the current water year (beginning November 1st) is less than the median amount for the same time period, the director of public works or designee shall report at least monthly to the city council and recommend whether the city should enter into a water shortage phase, and if so, which phase is recommended.

At any time, the state of California may require the city to conform with emergency drought regulations. Notwithstanding any other provisions of this article, the city council may, at the recommendation of the director of public works, activate a water shortage phase as a means of compliance with emergency drought regulations adopted by the state. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.23)

13.04.221 Water conservation.

St. Helena has limited water resources and has adopted both required and encouraged conservation measures. All customers shall comply with all mandatory water use efficiency requirements within this chapter for water conservation. Any customer who fails to comply with the mandatory water conservation measures shall immediately stop the water waste by installing the appropriate water-saving devices in their plumbing, appliances, or improvements, or take other such actions as directed by the city to bring about full compliance.

A. All persons are encouraged to use the following water use efficiency guidelines to minimize water waste:

1. Establish procedures in the home and business to recycle water;
2. Install water-saving devices in existing facilities including low flow showerheads, faucet aerators, ULF (ultra-low flush) toilets, and WaterSense certified (or successor certification) appliances;
3. Refrain from additional irrigation and unnecessary use of water, such as car washing, when the temperature exceeds ninety (90) degrees Fahrenheit;
4. Limit the expansion or installation of new water-using appliances, plumbing or improvements, such as lawns, landscaping, pools, sprinkler irrigation systems, wash-down equipment, larger washing machines or garbage disposal units. In the event that a new water-using appliance is necessary, installation of water efficient devices are encouraged;

5. All schools, social and professional groups, churches, etc., should discuss water conservation as a regular agenda item and forward worthwhile suggestions to the department for consideration and implementation;

6. Limit irrigation of potable water to landscaping between the hours of eight a.m. and eight p.m.; and

7. All sites with irrigated landscapes or gardens are encouraged to establish the following irrigation practices:

a. Turn off irrigation systems during the off-peak season (November through April) as defined in Section 13.04.080;

b. Reduce the amount of time for all outdoor irrigation.

B. Mandatory Conservation Measures. The following water conservation prohibitions and limitations are required by all persons:

1. The application of potable water to any driveway or sidewalk is prohibited, unless the person proposing such application of potable water documents to the director of public works' satisfaction that application is necessary to abate a condition constituting a public health hazard.

2. Using a hose that dispenses potable water to wash a motor vehicle is prohibited unless the hose is fitted with a shut-off nozzle.

3. Customers shall install new landscaping in existing or new development that is water efficient within the meaning of the state's water efficient landscape ordinance.

4. Using potable water to water outdoor landscapes in a manner that causes runoff to adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots or structures is prohibited.

5. Using potable water in a fountain or decorative water feature is prohibited unless the water is part of a recirculating system.

6. Withdrawing water from fire hydrants, except for firefighting, firefighting training, and water system maintenance purposes, is prohibited.

7. Use of potable water for grading, dust control, street, pipeline or similar construction is prohibited.

8. The application of potable water to outdoor landscapes during and up to forty-eight (48) hours after measurable rainfall is prohibited.

9. No person shall use potable water to irrigate ornamental turf on public street medians.

10. Restaurants, hotels, cafes, cafeterias, bars or other public places where food or drink is served and/or purchased shall supply water to patrons only upon request.

11. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and

linens laundered daily. The hotel or motel shall prominently display notice of this option in each bathroom using clear and easily understood language.

12. All projects for which the planning department requires approved landscape plans must adhere to the city's xeriscape standards or the state's Model Water Efficient Landscape Ordinance, whichever is stricter, in order to obtain plan approval.

13. Any new water connection for new development must offset new demand by an amount of water equal to the new demand on the city water system using the methodology defined in Section 13.12.030. The offset must be clearly demonstrated, to the satisfaction of the director of public works. (Ord. 16-13 § 5 (Att. 6 (part)))

13.04.230 Phase I water regulations.

A. The criteria for establishing Phase I shall be any or all of the following:

1. The supply/usage balance, as calculated at the beginning of the fiscal year, is in deficit;
2. The volume of water to be delivered by the city of Napa in any fiscal year will not exceed four hundred (400) AF;
3. The volume of water anticipated to be available prior to the next November 1st, as determined by the director of public works, is not sufficient to meet projected demand through November 1st without demand reduction measures being implemented; or
4. Conditions requiring the establishment of a Phase II water emergency, as determined by the director of public works, appear to be imminent.

B. During the Phase I water emergency, the following mandatory conservation measures by customers of the department shall be enforced by the department and publicized by the city:

1. All customers must be in compliance with all water conservation requirements of Section 13.04.221(B) (Water Conservation). If a customer is found to be out of compliance with any part of Section 13.04.221 or provisions of these water shortage emergency requirements, the customer must immediately stop the water waste by installing the appropriate water-saving devices in their plumbing, appliances, or improvements, or take other such actions to bring about full compliance.
2. All customers are prohibited from expanding or installing landscaping or appliances that will increase the overall water use of the property. Replacement of existing appliances, landscaping, plumbing, or improvements shall be allowed only if the change can be documented to the satisfaction of the director of public works to result in more efficient water-using fixtures or systems.
3. Customers shall cease the operation of air-cooling outdoor misting systems using treated water supplied by the city, unless on a timer.
4. Outdoor irrigation of ornamental landscapes or turf with potable water is limited to no more than two days a week. The director of public works shall specify the two days per week in accordance with the needs of any geographical area within the city.

5. No person shall use potable water to irrigate landscaping between the hours of eight a.m. and eight p.m.
 6. Irrigation with potable water of landscapes outside of newly constructed homes and buildings shall be in a manner consistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development. If irrigation systems are installed as a part of new development, they shall be drip or microspray irrigation systems or a system determined by the director of public works or designee to be more efficient.
 7. Draining and refilling of swimming pools shall be permitted only as needed for the purpose of pool repair or to correct a severe chemical imbalance. Draining and refilling of decorative ponds and lakes shall be permitted only as needed for the purpose of lining the bottom to prevent absorption.
 8. All new or replacement industrial and commercial clothes washers shall be high efficiency as defined by the U.S. Environmental Protection Agency. All new or expanded car washing facilities shall include water-saving methods.
 9. In accordance with Section 864 of Title 23 of the California Code of Regulations or any successor regulation, the taking of any action prohibited in this subsection B, in addition to any other applicable civil or criminal penalties (including the penalties set forth in Sections 13.04.230 and 13.04.310), is an infraction, punishable by a fine of up to five hundred dollars (\$500.00) for each day in which the violation occurs.
- C. During the Phase I water emergency, the following actions shall be carried out by the city:
1. The city shall notify customers that one or more of the criteria for Phase I has been met, and shall identify and explain in sufficient detail each criterion that forms a basis for establishing a Phase I water emergency.
 2. The city shall notify customers of the water usage allocation for each account that would be allowed under a Phase II water emergency if a Phase II water emergency appears to be imminent.
 3. The city shall advise customers of the Phase I water shortage and of restrictions and opportunities for exception permits that are available under Section 13.04.280 if a Phase II water emergency appears to be imminent.
 4. Any applicant for, or holder of, a building permit for construction that may be affected by the existence of this or future water emergency phases shall be informed of the impact of such phases, but lack of such notice shall not permit a new water connection that is otherwise prohibited.
 5. The city shall not issue permits for construction of any new swimming pool unless the pool is to be supplied with water other than treated water supplied by the city. Customers are encouraged to fill existing pools from water other than treated water.
 6. If a Phase II water emergency appears to be imminent, the city shall make plans for implementation of a water shortage disaster plan, which shall include provisions for:
 - a. Emergency water stations;

b. Acquisition of private property under the right of eminent domain, with immediate possession to alleviate the emergency; and

c. Application for relief assistance from county, state, and federal sources.

7. The city council shall give notice to any customer that has a terminable contract with the department (whereby the department is the supplier) that such contract will be terminated upon implementation of Phase III by the city council.

8. If the declaration of a Phase II emergency appears reasonably imminent, the city council shall cause a water advisory board to be formed consisting of one city council member, one planning commissioner, one winery customer, and two public members, one of whom shall be solely a residential customer. The director of public works shall be an ex officio member of this board. Unless the city council otherwise directs, the board will disband when the water emergency is no longer in effect. The water advisory board shall have access to all records in the possession of the water enterprise necessary in its judgment to perform its duties, including customer records. The board shall maintain the confidentiality of individual customer records unless the board determines by resolution that release of such information is necessary in the pursuit of its duties.

D. In addition to the mandatory measures defined in subsection B of this section, customers of the department and members of the community are encouraged to do the following:

1. Reduce all indoor water use to not more than an average of seventy-five (75) gallons per person per day within the residence, including single-family residences, apartments, condominiums, townhomes, mobile homes and manufactured homes.

2. Reduce indoor water use in the work place and commercial establishments by a minimum of ten percent (10%) from customary consumption.

3. Eliminate or defer all nonessential water use such as topping off swimming pools.

4. All schools, social and professional groups, churches, etc., are encouraged to discuss water conservation as a regular agenda item and to forward worthwhile suggestions to the department for consideration. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 14-11 § 3 (Exh. A): Ord. 14-9 § 5 (Exh. A): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.23.1)

13.04.240 Phase II water regulations.

A. The criteria for establishing Phase II shall be:

1. The volume of water anticipated to be available prior to the next November 1st from all potable water sources is not sufficient to meet the projected demands through November 1st without demand reduction measures beyond the Phase I reductions being implemented; or

2. Conditions requiring the establishment of a Phase III water emergency appear imminent.

3. In assessing the need to impose Phase II restrictions, due weight shall be accorded to the trigger system

developed by the safe yield committee for use by the director of public works. The trigger system is based on water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.

B. All mandatory and voluntary measures established by Section 13.04.221, Water Conservation, and Phase I, Section 13.04.230(B), (C) and (D) shall be included in Phase II and publicized by the city except insofar as they are inconsistent with subsections C and D of this section.

C. The following mandatory conservation measures by customers of the department shall be enforced by the department:

1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be ten percent (10%) less than the average use during the four winter months of the preceding non-shortage year; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than sixty (60) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. Commercial, industrial, and institutional customers with irrigation and domestic use provided by the same water meter may receive an additional landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.

2. Residential users in the single-family residential, multifamily residential, mobile home and manufactured homes customer classes will receive an allocation per billing period which will be limited to sixty-five (65) gallons per person per day. Single-family residences will receive an additional twenty-five hundred (2,500) gallons per month from April through October for landscape irrigation. Multifamily residential, mobile home and manufactured homes customers may receive a landscape allocation of up to seventy (70) gallons per day per thousand (1,000) square feet of landscaped area during April through October by documenting the landscaped square footage served by city water to the satisfaction of the director of public works. For purposes of landscape allocation, the April allocation period will begin on the date the water meter is read in April, and the October allocation period will end on the date the water meter is read in November.

3. For a lawn, landscaping, vineyard or field watered or irrigated through a meter dedicated to that use, usage shall be limited to sixty percent (60%) of current reference evapotranspiration as established in the California Model Water Efficient Landscape Ordinance (MWELO) or successor regulations.

4. No new water connections shall be permitted during a Phase II water emergency.

D. During the Phase II water emergency, the following actions shall be carried out by the city:

1. The city shall notify customers of the water usage allocation for each account that would be allowed under a Phase III water emergency.

2. The department of public works shall make available, or arrange to have delivered, nonpotable water from

either lower reservoir or, if permitted and available, tertiary treated wastewater to city-owned properties for irrigation purposes.

3. Nothing herein shall restrict the authority of the director of public works from imposing more severe usage restrictions on each class of water customer if circumstances so warrant. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part))

13.04.250 Phase III water regulations.

A. The criteria for establishing Phase III shall be:

1. The volume of water anticipated to be available prior to the next November 1st from all potable water sources is not sufficient to meet the projected demands through November 1st without demand reduction measures beyond the Phase II reductions being implemented.

2. In assessing the need to impose Phase III restrictions, due weight shall be accorded the trigger system developed and defined by the safe yield committee for use by the director of public works. The trigger system is based on water levels in Bell Canyon Reservoir, with the level necessary to trigger a water emergency being adjusted each month to reflect the supply capacity of groundwater and water to be delivered by the city of Napa at that time. Details of the system can be obtained from the director of public works.

B. All mandatory and voluntary measures established by Section 13.04.221, Water Conservation, and Phases I and II, Sections 13.04.230(B), (C) and (D) and 13.04.240(B), (C) and (D), shall be included in Phase III and publicized by the city, except insofar as they are inconsistent with subsections C and D of this section.

C. The following mandatory conservation measures by customers of the department shall be enforced by the department:

1. Commercial, industrial, and institutional users other than dedicated irrigation accounts will receive an allocation per billing period which will be twenty percent (20%) less than the average use during the four winter months of the preceding non-shortage year; provided, that no commercial, industrial, or institutional user will be required to reduce usage to less than fifty (50) gallons per day. Users with no prior record of use shall be governed by comparable facilities' usage records as determined by the department. The allocation for landscape irrigation will be fifty percent (50%) of the allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established non-turf plants only.

2. Residential users in single-family residential, multifamily residential, mobile home and manufactured homes customer classes will receive an allocation per billing period which will be limited to sixty (60) gallons per person per day. The allocation for landscape irrigation will be fifty percent (50%) of the allocation in Phase II and will be based on the same meter reading period as for Phase II. Landscape allocations are provided for established non-turf plants only.

3. For a vineyard or approved field (as approved by the water advisory board) watered or irrigated through a meter dedicated to that use, the allocation shall be limited to thirty percent (30%) of current reference evapotranspiration as established in the California Model Water Efficient Landscape Ordinance (MWELO) or successor regulations, and irrigation will be allowed for established non-turf plants only.

4. All nonessential uses of water shall be prohibited. Nonessential uses shall include, but not be limited to, the following:

- a. The use of water for irrigation of turf, lawns, or landscaping;
- b. The refilling of swimming pools, hot tubs and spas, except as required by the fire chief for use as standby neighborhood fire protection. The fire chief shall maintain a list of such pools to be on file at the fire department.

5. No new water connections for new development shall be permitted.

D. During the Phase III water emergency, the following actions shall be carried out by the city:

- 1. The department shall terminate all nonessential contracts which are terminable. (Ord. 16-13 § 5 (Att. 6 (part)):
Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.25)

13.04.270 Termination of water emergency phases.

Water emergency phases shall be terminated or changed to a less critical phase in the same manner as they are established in accordance with criteria set forth in the preceding sections and at the discretion of the city council. (Ord. 16-13 § 5 (Att. 6 (part)):
Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.28)

13.04.280 Exception permits.

A. Under a Phase II or Phase III water emergency, the director of public works shall, with such conditions as seem to him or her to be reasonable, grant exception permits in addition to any basic allocation, on application of a water customer submitted under penalty of perjury, based on the conditions defined in this section. The city may provide a process for certification of efficiency, lot size, medical condition, or efficient and essential use prior to declaration of a water shortage emergency condition which could result in a customer being prequalified for exception.

1. For any customer with an allocation based on previous water use, if it can be demonstrated to the satisfaction of the director of public works that water conservation measures beyond those required in Chapter 13.12 were in place prior to the preceding non-shortage year, an additional quantity of water may be allocated to recognize the higher efficiency in place prior to the water emergency condition.

2. For single-family residential parcels exceeding seven thousand (7,000) square feet in area, the quantity of up to twenty (20) gallons per day for each one thousand (1,000) square feet that the property area exceeds seven thousand (7,000) square feet for the purpose of maintaining mature landscape or orchard plants. For purposes of this subsection, multiple parcels maintained and fully landscaped as one property may be computed as being one parcel. An exception granted based on this subsection shall allow the use of no more than an additional two hundred fifty (250) gallons per day for this purpose.

3. For medical conditions of a resident, a quantity as required to maintain health standards.

4. For any customer with an allocation based on previous winter water use, if it can be demonstrated to the satisfaction of the director of public works that efficient and essential water uses are not represented in average winter water use, an additional quantity of water may be allocated to provide for these efficient and essential needs.

B. The water advisory board shall meet at least monthly and may grant permits for uses of water or for exceptions to water conservation measures or for water connections otherwise prohibited by Sections 13.04.230, 13.04.240, and 13.04.250 if it finds and determines that such regulations would:

1. Cause an unnecessary and undue hardship to the applicant or to the public;
2. Cause an emergency condition affecting the health, sanitation, fire protection, or safety of the applicant or public; or
3. Promote water conservation by providing for the establishment of water efficient landscaping meeting the standards of Section 17.112.140 and such policies and regulations as have been adopted to implement the provisions of that chapter, replacing more water-intensive landscaping.

C. The water advisory board of the city shall prescribe necessary procedures for application for and use of exception permits.

D. Any decision of the director of public works in granting or denying exceptions may be appealed by the applicant or any other person to the water advisory board by filing a written appeal with the city clerk within ten (10) calendar days after the date of mailing of written notice to the applicant of the decision rendered. The water advisory board shall use its best efforts to hear and determine such appeal within twenty (20) days, and shall affirm, reverse, or modify the decision.

E. Any decision of the water advisory board may be appealed by the applicant to the city council according to the provisions of Chapter 1.16. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.28.1)

13.04.310 Violation—Misdemeanor.

Notwithstanding any provision of this code to the contrary, the provisions of Section 377 of the California Water Code shall be applicable to any violation of this article. Any person violating any of the provisions of this article shall be guilty of a misdemeanor. Upon conviction thereof, such person shall be punished by imprisonment in the county jail and/or fined in accordance with the penalties as set forth in the provisions of Section 377 of the California Water Code. (Ord. 16-13 § 5 (Att. 6 (part)): Ord. 15-5 § 1 (part): Ord. 11-7 (part): Ord. 02-7A § 1 (part): prior code § 18.30)

Thursday, March 17, 2011

Report of the Safe Yield Committee

I. INTRODUCTION

In accordance with a policy directive (PF1.1) in the General Plan Update 2030 (revised draft, October 2010), which brought forward a similar but unfulfilled directive from the 1993 General Plan, the City Council on December 14, 2010 appointed the Safe Yield Committee ("the Committee") to ascertain the annual safe yield of the St. Helena potable water system at the present time. The ultimate goal of the Committee was to determine whether, at the present time, potable water usage was below, above, or equal to the safe yield of the potable water supply system.

The Committee consisted of Alan Galbraith, Tim Nieman, and John Sales. The Committee met a total of seven times. The Committee was supported by the Public Works Director, John Ferons. The Committee reviewed its work with Jim Connell of West Yost Associates, the City's outside consulting firm on water supply. This report states the findings, conclusion, and immediate recommendations of the Committee.

The Committee is pleased to report that Mr. Ferons and Mr. Connell are in concurrence with the Committee's calculations of water supply from each water supply source, given the definition of "safe yield" immediately below. They also agree with the Committee's recommendations in Section VII. They take no position on the definition of "safe yield" itself as it is a policy-level issue.

II. DEFINITION OF SAFE YIELD

The meaning of "safe yield" was not defined in the 1993 General Plan. In connection with the general plan update process, the Planning Commission undertook to define the meaning of "safe yield." The City Council approved the definition recommended by the Planning Commission.

The definition of "safe yield" is as follows: **"The safe annual yield of the St. Helena water supply system is that quantity of water which can be reliably delivered on an annual basis through most rainfall years, including a Dry Year (rainfall at 22" to 25.9") without undue hardship on water customers through water shortage restrictions. It is recognized that the safe annual yield, as so defined, could place significant hardship on water customers in a Critically Dry Year (rainfall at 21.9" or less) or in periods of two or more consecutive Dry Years."**

The initial task of the Safe Yield Committee was to quantify the “safe yield” of the City’s potable water supply system *under current operating conditions*.

III. THE SAFE YIELD OF THE ST. HELENA WATER SUPPLY SYSTEM

Based on current operating conditions, the annual safe yield of the St. Helena potable water supply system is estimated to be 1950 AF.

The Committee’s modeling shows that if the City experiences a dry year (22 inches of rainfall) following a series of normal rainfall years, the City can make it through this single dry year with, potentially, the necessity for Phase III restrictions during at least some months in the dry year. This is not deemed an “undue hardship,” even though the imposition of Phase III restrictions would require mandatory rationing and is clearly a significant hardship. The Committee considers “undue hardship” to be Phase IV or V restrictions, or three or more consecutive months of Phase III restrictions.

The basic supply assumptions behind the Committee’s modeling are as follows: (1) the City purchases all Napa water available to it, including the option water (200 AF over 600 AF) in years when it can be purchased; (2) the City limits groundwater production to a long-term average not to exceed 450 AF/yr; (3) the City manages Bell Canyon reservoir as it is currently being managed. The Committee’s model assumes that the City at all times meets its bypass obligations as set forth in Permits 9157 and 14810 from the State Water Resources Control Board.

Detailed computer modeling provides the factual basis for the safe yield finding of the Committee. The models used are extensions of models constructed and used by West Yost Associates. All inputs are based on the best data available; where the data are incomplete, the uncertainties are captured as probabilities and/or examined via sensitivity analysis to gain additional confidence in the stability of the results.

IV. THE NET SAFE YIELD OF THE ST. HELENA WATER SYSTEM

In order to assess total potable water supply of the City’s Water Enterprise that is actually available for sale to customers, it is necessary to subtract from the total supply that amount of water that is not actually available for delivery (“unavailable water”). The safe yield of the St. Helena Water System less unavailable water equals the *net* safe yield of the system.

“Unavailable water” consists of “unaccounted for water,” which is metered water that enters the water supply distribution system but cannot be sold to customers due to loss in the distribution system, metered water necessarily lost in connection with the filtration process at

the Water Treatment Plant at Bell Canyon, and metered water lost in well backwashing at the Stonebridge Well Complex.

The quantity of unavailable water was determined through careful analysis of potable water production and potable water sales in calendar year 2010 (ending December 31, 2010). This data was deemed more reliable than prior year data on account of completion of the meter replacement program prior to 2010. Unavailable water is best expressed as a percentage of production.

Based on calendar year 2010 data, total unavailable water, expressed as a percentage of production, was determined to be 14.96% (15.0% rounded). Of this amount, 14.47% was unaccounted for water loss. The remainder (0.49%) was water lost in production at Bell Canyon and at the Stonebridge complex.

Accordingly, at the current annual safe yield of the potable water supply system at 1950 AF, the *net* safe yield of the potable water supply system is 1658 AF ($1950\text{AF} - (1950\text{AF} \times 15.0\%)$).

V. CURRENT SYSTEM POTABLE WATER USAGE

Due to the numerous factors that can impact water usage in any single year (total rainfall, seasonality of rainfall, state of economic activity, water restrictions, *etc.*), the Committee, the Public Works Director, and West Yost Associates determined that the most accurate picture of water usage is presented by using a *five-year*, rolling average. Use of any shorter time period carries the serious risk of presenting a skewed picture of “current” usage.

The Committee uses “rainfall year” usage data (July 1 through June 30). A rainfall year coincides with the City’s fiscal year. The City summarizes usage data on a fiscal year basis.

Total potable (metered) water usage was 1853 AF in FY 2006, 2026 AF in FY 2007, 1894 AF in FY 2008, 1807 AF in FY 2009, and 1581 AF in FY 2010.

The current five-year average of metered usage is therefore 1833 AF. Adding in the estimates of unavailable water gives an estimate of total average water usage of 2156 AF ($1833 \times .85$).

VI. THE CURRENT SUPPLY/USAGE BALANCE

Current total usage, 2156 AF, is above the safe yield of the St. Helena water supply system of 1950 AF. The difference is 206 AF.

VII. CONCLUSIONS AND RECOMMENDATIONS

The Committee concludes that the St. Helena potable water supply system, under current conditions, is *not* currently in balance under the definition of safe yield adopted by the City Council. In future years, estimates of total usage should be updated on an annual (fiscal year) basis using the most recent five-year rolling average to re-evaluate the supply/usage balance.

Apart from contracting for new sources of water, the Committee recommends that the City consider two immediate steps to augment potable water supply.

First, the City should seek an amendment to the Napa contract. The current contract with Napa uses a trigger date of April 15 for determining the delivery quantities available to the City, and is based on the allocation of water from the State Water Project (“SWP”) to Napa on that date. The SWP allocation to Napa is often updated after April 15, usually as an increase. The new amendment will seek to change the effective trigger date to June 30. It should provide that if the SWP increases its allocation to Napa in the period between April 15 and June 30, and the increase would have triggered the City’s obligation to purchase 200 AF over the base 400, then Napa will deliver and St. Helena will pay for the additional 200 AF. Similarly, if the SWP increases its allocation to Napa in the period between April 15 and June 30, and the increase would have triggered the City’s option to purchase 200 AF over 600 AF, then Napa will provide St. Helena with the option to purchase 200 AF over 600 AF. The Committee estimates that this change in the Napa contract will increase the annual safe yield of the water supply system by approximately 75 AF.

Second, the safe yield of the system can be increased by giving the Public Works Department more opportunity to attempt to optimize its operations. Specifically, if the pumping capacity of groundwater wells were increased, Bell Canyon could be drawn down more during normal years (less carryover water) but with the ability to produce more groundwater in drought years. The overall anticipated effect would be to increase the total yield of the system and, at the same time, reduce over the long run the City’s average groundwater production from the Stonebridge Wells. Although further study is needed, initial modeling estimates that such a change in operations would increase the annual safe yield of the water supply system.

The Committee has the following **two additional recommendations**:

Third, City should retain West Yost Associates to develop a new system for triggering water emergencies. The current system, developed at a time when Bell Canyon was the City’s primary source of water and at a time when the yields from Bell Canyon were materially greater than they are today, is out-of-date, and a poor indicator of actual conditions. A new system would take into account that the City has three sources of water, and would give the Public

Works Director authority to recommend to City Council an appropriate level of emergency water restrictions in the context of the total supply situation as it exists or is reasonably forecasted to exist. The Committee remains willing to work with West Yost Associates and the Public Works Director on this difficult assignment if deemed appropriate.

Fourth, the City should re-determine the usage/supply balance at the end of each fiscal year in the ordinary course of business of the Water Enterprise. This will require recalculation each year of the forward-rolling, five-year average total potable water usage. It should also take into account any change in supply conditions.

Respectfully submitted,

Alan Galbraith
Tim Nieman
John Sales



Report to the City Council
Regular City Council - 10 Mar 2020

Agenda Section: CONSENT ITEMS

Subject: Second Reading and Proposed Adoption of an Ordinance Amending Title 9 of the St. Helena Municipal Code to repeal Chapter 9.12 (Curfew)

CEQA Determination: Not a CEQA project

Prepared By: Chris Hartley, Chief of Police

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On November 13, 2018, the City Council of the City of St. Helena received a staff report on public input concerning the City's use and enforcement of the Curfew Ordinance. The City Council adopted an ordinance authorizing the City to suspend the ordinance by resolution (2018-175), pending a police study on the effectiveness of the Curfew Ordinance.

On February 25, 2020, the City Council introduced and approved a first reading of the proposed ordinance.

DISCUSSION

The police study showed that the City has not issued a citation for the violation of the Curfew Ordinance in the last decade. On November 12, 2019, staff presented a report to the City Council on the impact of the suspension of the Curfew Ordinance, and recommended that Police utilize reasonable suspicion and/or probable cause, instead of a curfew violation, as a basis for detaining a citizen, whether the person is an adult or juvenile. Direction was provided to repeal the City's curfew ordinance.

FISCAL IMPACT

None

RECOMMENDED ACTION

Hold second reading and adopt an ordinance by title only and waive further reading to repeal Chapter 9.12 of Title 9 of the St. Helena Municipal Code.

ATTACHMENTS

[ST HELENA Ordinance Repealing Curfew of Minors-c1](#)

CITY OF ST. HELENA

ORDINANCE NO.

**AMENDING TITLE 9 OF THE ST. HELENA MUNICIPAL CODE TO REPEAL
CHAPTER 9.12 RELATED TO CURFEW**

WHEREAS, the City of St. Helena's Curfew Ordinance, codified in Chapter 9.12 of Title 9 of the St. Helena Municipal Code, prohibits minors from being in outdoor public places between 10 p.m. and sunrise, unless accompanied by, or running an errand for, a parent or guardian; traveling to and from employment, school, or a cultural or recreational event; or, responding to an emergency; and,

WHEREAS, minors who violate, and parents and guardians who allow minors to violate, the Curfew Ordinance are guilty of an infraction; and

WHEREAS, on November 13, 2018, the City Council of the City of St. Helena received a staff report and public input concerning the City's use and enforcement of the Curfew Ordinance; and

WHEREAS, the City has not issued a citation for a violation of the Curfew Ordinance in the past decade, and the public raised concerns that the Curfew Ordinance violates the U.S. Constitution; and

WHEREAS, on January 8, 2019, the City Council adopted an ordinance authorizing the City Council to suspend by resolution the Curfew Ordinance; and,

WHEREAS, the City Council approved Resolution 2018-175, which suspended the enforcement of said Curfew Ordinance; and

WHEREAS, on November 12, 2019, staff presented a report to the City Council on the impact of the suspension of the Curfew Ordinance, and recommended that police utilize reasonable suspicion and or probable cause, instead of a curfew violation, as a basis for detaining any citizen, whether that person is an adult or juvenile; and

WHEREAS, the City Council desires to repeal Chapter 9.12 of the Municipal Code.

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

SECTION 1: Repeal of Chapter 9.12. Chapter 9.12 of Title 9 of the St. Helena Municipal Code is hereby repealed in its entirety.

SECTION 2: Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the

names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the _____ day of _____, 2020, and was adopted at a regular meeting of the St. Helena City Council on the _____ day of _____, 2020, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

CITY OF ST. HELENA

Cindy Tzafopoulos, City Clerk

I, CINDY TZAFPOULOS, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the _____ day of _____, 2020. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, 2020, by the following vote:

Mayor Ellsworth:	_____
Vice Mayor Dohring:	_____
Councilmember Koberstein:	_____
Councilmember Chouteau:	_____
Councilmember Knudsen:	_____



Report to the City Council
Regular City Council - 10 Mar 2020

Agenda Section: CONSENT ITEMS

Subject: Second Reading and Proposed Adoption of an ordinance amending section Chapter 10.20, Title 10 of the City of St. Helena Municipal Code, regarding the establishment of weight restrictions on commercial vehicles using Pratt Avenue Bridge within the City of St. Helena

CEQA Determination: Exempt from the requirements of CEQA under the “General Rule”, Section 15061 (b)(3), in that it can be seen with certainty that the proposed action will have no impact on the environment.

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

At a Special City Council meeting on December 12, 2019, City Council adopted Resolution 2019-136 expressing safety recommendations to the Napa County Board of Supervisors related to the Pratt Avenue Bridge reopening. The intent was for the County to continue to work with the City to study the traffic conditions and potential safety limitations of the Pratt Avenue and Silverado Trail intersection including considerations about vehicle size restrictions on the bridge, turning movements to and from the bridge, and the need for flashing advanced warning signs on Silverado Trail.

On February 11, 2020, the Napa County Board of Supervisors adopted a resolution restricting commercial trucks over five tons from utilizing the Pratt Avenue Bridge. In addition, the County staff report discussed a cost sharing arrangement whereby the City of St. Helena would purchase and Napa County would install and maintain flashing beacons on Silverado Trail to warn motorists of the upcoming Pratt Avenue intersection. The activity did not require Board action, but the Roads Department was supportive and

stated they would work with the City to move forward unless otherwise directed by the Board. The Board did not direct otherwise.

On February 25, 2020, the City Council introduced and approved a first reading of the proposed ordinance.

DISCUSSION

The County's weight restriction on Pratt Avenue Bridge will not take affect until the City enacts a similar ordinance and posts signs on the bridge in a similar manner. City staff has attached the proposed City Ordinance for establishment of weight restrictions on commercial vehicles using Pratt Avenue Bridge within the City of St. Helena. The proposed ordinance includes the following additions to the City's Municipal Code Section Chapter 10.20:

- No commercial vehicle over five tons may be operated on or pass over the Pratt Avenue Bridge. However, this restriction shall not apply to a vehicle operated by, or on behalf of, a public utility in connection with the installation, operation, maintenance, or repair of its facilities or pursuant to an exception set forth in Vehicle Code section 35701.
- The City Council finds and determines that:
 - The Pratt Avenue Bridge is a two-lane bridge that connects the Silverado Trail to Pratt Avenue in the City of St. Helena. It was built in 1921 and was not designed to accommodate oversized vehicular traffic.
 - The Pratt Avenue Bridge is 19 feet wide and 120 feet long and has no sidewalks or shoulders.
 - The design of the roadway makes it impossible for oversized vehicles to drive on the bridge without driving over the center line in the roadway, creating a traffic hazard for oncoming traffic.
- Purpose. The purpose of this section is to prevent oversized vehicles from crossing the Pratt Avenue Bridge. The bridge was not designed to accommodate oversized vehicular traffic. There are several alternative routes into the City of St. Helena and restricting oversized vehicular traffic will not impact access or egress into the city limits.
- Private Right of Action. Any person or organization aggrieved by a violation of any provision of this section shall have the right to file an action for injunctive relief and/or damages.

Section 21101 of the California Vehicle Code authorizes cities to place restrictions on the type of vehicles on highways and bridges in its jurisdiction, and Section 35701 of the California Vehicle Code authorizes cities to prohibit the use of a street by any vehicle exceeding a maximum gross weight provided adequate signs are erected.

FISCAL IMPACT

Any new regulatory signage to implement truck restrictions would be minimal (<\$200) and absorbed in the Fiscal Year 2019-20 Street Operations budget. The only request to date from the County was to pay for the signage cost of the lighted intersection warning

signs which should be approximately \$5,000 or less for two signs which can be absorbed by the City's Street Operations budget.

RECOMMENDED ACTION

Hold second reading and adopt an ordinance by title only and waive further reading amending section Chapter 10.20, Title 10 of the City of St. Helena Municipal Code, regarding the establishment of weight restrictions of commercial vehicles using Pratt Avenue Bridge within the City of St. Helena

ATTACHMENTS

[Attachment 1: Pratt Bridge Weight Restriction Ordinance](#)

[Attachment 2: Resolution 2019-136 Safety Recommendations to Napa County Board of Supervisors Related to the Pratt Bridge Re-Opening](#)

[Attachment 3: February 11, 2020 County of Napa Staff Report](#)

[Attachment 4: County Resolution 2020-17 Limitations on Pratt Avenue Bridge Public Works](#)

CITY OF ST. HELENA

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA,
CALIFORNIA, ADDING SECTION 10.20.040 TO CHAPTER 10.20, TITLE 10 OF THE
CITY OF ST. HELENA MUNICIPAL CODE, REGARDING THE ESTABLISHMENT
OF WEIGHT RESTRICTIONS OF COMMERCIAL VEHICLES USING PRATT
AVENUE BRIDGE WITHIN THE CITY OF ST. HELENA**

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

SECTION 1. Findings.

The City Council finds as follows:

- A. Section 21101 of the California Vehicle Code authorizes cities to place restrictions on the type of vehicles on highways and bridges in its jurisdiction, and Section 35701 of the California Vehicle Code authorizes cities to prohibit the use of a street by any vehicle exceeding a maximum gross weight provided adequate signs are erected.
- B. The Pratt Avenue Bridge is a two-lane bridge that connects the Silverado Trail to Pratt Avenue in the city of St. Helena. It was built in 1921 and was not designed to accommodate oversized vehicular traffic.
- C. The Pratt Avenue Bridge is 19 feet wide and one hundred twenty (120) feet long and has no sidewalks or shoulders.
- D. The design of the roadway makes it impossible for oversized vehicles to drive on the bridge without driving over the center line in the roadway, creating a traffic hazard for oncoming traffic.

SECTION 2. Compliance with CEQA.

For purposes of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), a “project” is defined in State CEQA Guidelines Section 15378 (a) as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The City Council hereby finds that the action to adopt this ordinance will not result in any change in the environment and thus is not a project subject to the requirements of CEQA. Further, even if the action to adopt this ordinance was deemed to be a project subject to CEQA, the City Council finds the proposed ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and thus where it can be seen with

certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. Adding Section 10.20.040 to Chapter 10.20 of Title 10 of the City of St. Helena Municipal Code.

Section 10.20.040 to Chapter 10.20 of Title 10 of the City of St. Helena Municipal Code is hereby added to read as set forth in the attached Exhibit A.

SECTION 4. Severability.

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

SECTION 5. Effective Date.

This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

SECTION 6. General Plan Consistency.

This ordinance is consistent with the City of St. Helena General Plan.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 25th day of February, 2020, and was adopted at a regular meeting of the St. Helena City Council on the __th day of ____, 2020, by the following vote:

Mayor Ellsworth: _____

Vice Mayor Dohring _____

Councilmember Koberstein: _____

Councilmember Chouteau: _____

Councilmember Knudsen: _____

APPROVED:

Geoff Ellsworth, Mayor

Exhibit A

10.20.040 Special load limits on Pratt Avenue Bridge

A. No commercial vehicle over 5 tons may be operated on or pass over the Pratt Avenue Bridge. However, this restriction shall not apply to a vehicle operated by, or on behalf of, a public utility in connection with the installation, operation, maintenance, or repair of its facilities or pursuant to an exception set forth in Vehicle Code section 35701.

B. The city council finds and determines that:

1. The Pratt Avenue Bridge is a two-lane bridge that connects the Silverado Trail to Pratt Avenue in the city of St. Helena. It was built in 1921 and was not designed to accommodate oversized vehicular traffic.
2. The Pratt Avenue Bridge is 19 feet wide and one hundred twenty (120) feet long and has no sidewalks or shoulders.
3. The design of the roadway makes it impossible for oversized vehicles to drive on the bridge without driving over the center line in the roadway, creating a traffic hazard for oncoming traffic.

C. Purpose. The purpose of this section is to prevent oversized vehicles from crossing the Pratt Avenue Bridge. The bridge was constructed in 1921 and was not designed to accommodate oversized vehicular traffic. There are several alternative routes into the city of St. Helena and restricting oversized vehicular traffic will not impact access or egress into the city limits.

D. Private Right of Action. Any person or organization aggrieved by a violation of any provision of this section shall have the right to file an action for injunctive relief and/or damages.

CITY OF ST. HELENA

RESOLUTION NO. 2019-136

Resolution Expressing City Council Safety Recommendations to the Napa County Board of Supervisors Related to the Pratt Bridge Re-opening

RECITALS

- A. During the 2017 winter storms a major slide on Silverado Trail required the temporary closure of Pratt Avenue Bridge until such time that repairs could be made permanently by the County of Napa. The 2017 storms were declared a natural disaster and the County has spent the past couple of years in design, permitting, and meeting other funding obligations in order to construct the project this year; and
- B. The City's jurisdiction generally ends as an eastbound driver crosses the Pratt Avenue Bridge over the Napa River. Therefore, the County Public Works Director, County Executive Officer, and the Board of Supervisors are the authority for implementing improvements on Silverado Trail and at the intersection of Pratt Avenue; and
- C. On September 10, 2019, City Council discussed the re-opening of Pratt Avenue Bridge and directed the City Public Works Director to send a letter to the County of Napa Public Works Director requesting truck restrictions on the Pratt Avenue Bridge and traffic safety improvements for the Pratt Avenue and Silverado Trail intersection in advance of the re-opening; and
- D. In September 2019, the proposed safety improvements from the City included restricting left turning movements from both Pratt Avenue and northbound Silverado Trail, truck restrictions on Pratt Avenue Bridge similar to the City's St. Helena Municipal Code 10.020.030 Special load/size limits on Pope Street Bridge, and the installation of lighted intersection warning signage alerting motorists on Silverado Trail in both the north and southbound directions approaching Pratt Avenue; and
- E. On September 10, 2019, the City's Public Works Director sent the County Public Works Director a letter addressing City Council's safety recommendations in advance of the Pratt Avenue Bridge re-opening and continued corresponding with the County for several months; and
- F. The County never formally addressed the City's request at a County Board of Supervisors meeting; and

- G. On November 26, 2019, City Council asked a resolution be brought forward for approval expressing City Council safety recommendations to the Napa County Board of Supervisors related to the Pratt Avenue Bridge re-opening; and
- H. On December 10, 2019, a petition with approximately 38 signatures from residents of the City's Crinella Park subdivision and Pratt Avenue was submitted to the City Clerk requesting safety improvements to be implemented prior to the bridge re-opening, a copy of this petition is available as Attachment 2 to the December 12, 2019, City Council Special Meeting; and
- I. The City desires to continue to work with the County to study the traffic conditions and potential safety limitations of the Pratt Avenue and Silverado Trail intersection including considerations about vehicle size restrictions on the bridge, turning movements to and from the bridge, and the need for flashing advanced warning signs on Silverado Trail; and
- J. The County currently plans to reopen the Pratt Avenue Bridge on Friday, December 13, 2019.

RESOLUTION

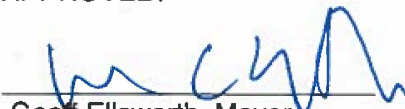
NOW, THEREFORE, the City Council of the City of St. Helena hereby resolves as follows:

- 1. The City Council requests the County Board of Supervisors to timely consider and take action on the City's safety requests related to turning movements at the intersection, vehicle size restrictions on the Pratt Avenue Bridge, and lighted advanced warning signs on Silverado Trail.
- 2. The City Council requests the County of Napa Public Works Director to seek direction to suspend opening the Pratt Avenue Bridge until the County of Napa and City of St. Helena resolve, take action on, and implement the City's safety requests.
- 3. The City Council affirms the City of St. Helena's commitment to work with the County of Napa to expedite resolution of the City's safety requests.

Approved at a Special Meeting of the St. Helena City Council on December 12, 2019, by the following vote:

Mayor Ellsworth:	<u>Yes</u>
Vice Mayor Dohring:	<u>Absent</u>
Councilmember Koberstein:	<u>Yes</u>
Councilmember Chouteau:	<u>Yes</u>
Councilmember Knudsen:	<u>Yes</u>

APPROVED:


Geoff Ellsworth, Mayor

ATTEST:


Cindy Tzafopoulos, City Clerk



Xinia Gamero for
Cindy Tzafopoulos



A Tradition of Stewardship
A Commitment to Service

Agenda Date: 2/11/2020

Agenda Placement: 6T

NAPA COUNTY BOARD OF SUPERVISORS

Board Agenda Letter

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works
Public Works

REPORT BY: Steven Lederer, Director, Public Works - 259-8228

SUBJECT: Establishment of Commercial Vehicles Limitations on Pratt Avenue Bridge

RECOMMENDATION

Director of Public Works requests adoption of a resolution prohibiting commercial vehicles over five (5) tons from using the Pratt Avenue Bridge in order to promote safer traffic conditions.

EXECUTIVE SUMMARY

Section 35706 of the California Vehicle Code authorizes a local authority to reduce the permissible weight of vehicles and loads upon county bridges within its jurisdiction. At the request of the City of St. Helena, Public Works staff have analyzed the Pratt Avenue Ave. Bridge and recommend that commercial vehicles over 5 tons be excluded from using the bridge. The Pratt Avenue Bridge is a narrow two-lane bridge with no sidewalks or shoulders that connects Silverado Trail to Pratt Avenue in the City of St. Helena. The design of the bridge makes it difficult for oversize vehicles to drive on the bridge without driving over the center-line of the roadway. If approved, the exclusion will become effective and signs installed only if St. Helena passes a similar restriction and posts their side of the bridge accordingly.

St. Helena also recommended restricting left turns onto and off-of the bridge, but accident history does not provide data which supports that request. They also recommended a cost sharing arrangement whereby St. Helena would purchase and Napa County would install and maintain flashing beacons on Silverado Trail to warn motorists of the upcoming Pratt Avenue intersection. This activity does not require Board action, but the Roads Department is supportive of this request and will work with St. Helena to move forward with this unless otherwise directed by the Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	There is funding to do the work in the Roads Operations budget (Fund 2040 Sub-Division 2040000).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed signage will improve safety for the traveling public by eliminating larger trucks from using this narrow bridge.
Is the general fund affected?	No
Future fiscal impact:	Roadside signs need to be replaced every 10 to 15 years. Future costs will be charged to the Roads Fund 2040.
Consequences if not approved:	Traffic controls will remain in their existing state.
County Strategic Plan pillar addressed:	Livable Economy for All - Improve and maintain the existing transportation and roads system to safely accommodate all users.
Additional Information:	

ENVIRONMENTAL IMPACT

Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

BACKGROUND AND DISCUSSION

The intersection of Pratt Avenue and Silverado Trail is a T-intersection with Silverado Trail running north/south and Pratt Avenue connecting into it from the west. The city line follows the center of the Napa River, and thus is in the middle of the Pratt Avenue bridge. While accident records do not show a high rate of accidents at this intersection (there are only three documented accidents at the intersection within the past 12 years, and one of those was a drunken driver), the narrowness of the Pratt Avenue bridge, the sightlines, and the high speed nature of Silverado Trail combine to raise concerns. The City of St. Helena reached out to County staff to raise similar safety concerns.

Traffic analysis indicates that prohibiting large trucks from using the Pratt Avenue Bridge will improve safety on the bridge as it is nearly impossible for large trucks to stay within their lane on the bridge. There is a much safer alternative route nearby, the stop-controlled intersection of Silverado Trail and Deer Park Road, for any trucks that would have used this route. The City of St. Helena staff has stated they intend to take a similar restriction proposal to their City Council so as to install similar signage on their side of the bridge (i.e., the eastbound approach). The County considered other safety measures, such as restricting all vehicles from making left turns from Silverado Trail onto the bridge, but found it unnecessary and a hindrance to general circulation in the area. The County will work with the City to potentially cost share and add other warning devices on Silverado Trail, such as flashing beacons, to assist drivers.

It is recommended that the Board of Supervisors adopt the proposed resolution and approve the proposed signing of the Pratt Avenue Bridge. If approved, the California Highway Patrol and the City of St. Helena will be formally notified of the change.

SUPPORTING DOCUMENTS

A . Resolution

CEO Recommendation: Approve

Reviewed By: Leigh Sharp

RESOLUTION NO. 2020-17

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS
PROHIBITING COMMERCIAL VEHICLES OVER 5 TONS FROM USING
THE PRATT AVENUE BRIDGE**

WHEREAS, Sections 21101 of the California Vehicle Code authorizes counties to place restrictions on the type of vehicles on highways and bridges in its jurisdiction and Section 35706 of the California Vehicle Code authorizes the Board of Supervisors to reduce the permissible weight of vehicles and loads upon county bridges; and

WHEREAS, Napa County seeks to ensure a safe and efficient road network; and

WHEREAS, the Pratt Avenue Bridge is a narrow two-lane bridge with no sidewalks or shoulders that connects Silverado Trail to Pratt Avenue in the City of St. Helena; and

WHEREAS, the design of the roadway makes it difficult for oversize vehicles to drive on the bridge without driving over the center line of the roadway.

NOW, THEREFORE BE IT RESOLVED, by the Napa County Board of Supervisors, pursuant to Sections 21101 and 35706 of the California Vehicle Code, that no commercial vehicles over 5 tons may be operated on or pass over the Pratt Avenue Bridge; however, this restriction shall not apply to a vehicle operated by, or on behalf of, a public utility in connection with the installation, operation, maintenance, or repair of its facilities.

BE IT FURTHER RESOLVED, that the Road Commissioner is directed to install appropriate signage and striping at the westbound approach to the bridge in furtherance of this resolution.

BE IT FURTHER RESOLVED, that because consistency in signage for the traveling public is important for safety, and because the eastbound approach to the bridge is in the jurisdiction of the City of St. Helena, that this action and posting will only take affect if and when the City of St. Helena also posts their side of the bridge in a similar manner.

///

///

///

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 11th day of February, 2020, by the following vote:

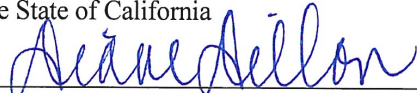
AYES: SUPERVISORS GREGORY, WAGENKNECHT, PEDROZA,
RAMOS and DILLON

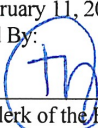
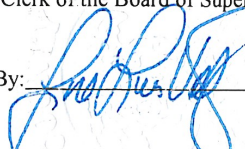
NOES: SUPERVISORS NONE

ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

NAPA COUNTY, a political subdivision of
the State of California

By: 
DIANE DILLON, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas S. Capriola</u> Deputy County Counsel Date: <u>February 6, 2020</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: February 11, 2020 Processed By: <u></u> Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By: <u></u>
---	--	--



Report to the City Council
Regular City Council - 10 Mar 2020

Agenda Section: CONSENT ITEMS

Subject: Consideration of approval of a Resolution approving a budget increase of \$35,000 to Capital Improvement Project C-82 Downtown Restrooms from \$305,712 to \$340,712 and authorizing a budget transfer from Public Works Operations Fund 101-5000-2130 in the amount of \$35,000 to Civic CIP Fund 733-5010-3160.

CEQA Determination: 15303 New Construction or Conversion of Small Structures

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

There has been a long term need to provide a public bathroom facility to the St. Helena community and visitors using the downtown area. Since 2015, the City's Capital Improvement Program has included plans for the construction of the Downtown Restrooms, City Project C-82. The project site is located directly off Main Street where Telegraph Way meets Money Way, adjacent to the City owned parking lot on Oak Avenue. The proposed project would add two single stall Americans With Disabilities Act (ADA) compliant bathrooms, additional lighting, and an ADA water fountain without removing any parking spaces.

On February 26, 2019, City Council rejected a second round of competitive construction bids that more than doubled the approved Capital Improvement Project (CIP) budget and directed staff to research a more cost effective facility (i.e. modular or factory built) as well as have input provided from the consultant firm, Gates and Associates, on the facility type and location within the parking lot.

On August 19, 2019, City Council authorized a purchase order with Exeloo for a Jupiter Platinum Twin Toilet pending the design review approval from the Planning Commission. On September 3, 2019, the Planning Commission approved the the proposed design and City staff then moved forward with finalizing the building plans to meet local and state building permit requirements prior to issuing a notice to manufacture with Exeloo in October 2019.

DISCUSSION

In order to bid the sitework to accommodate the new Exeloo bathrooms, City staff revised the original civil improvement plans internally in the fall of 2019. The plans were then sent to bidders in early January 2020 to review and provide bids on the project. The installation of the Exeloo bathrooms requires two rectangular concrete footings/slabs, sidewalk replacement, ADA improvements to the parking lot, and utility connections brought to the proposed site. Public Works staff had anticipated bringing the sewer and water utilities to the site, but with additional utility work required to relocate a storm drain and the PG&E tie-ins it made sense to bid all the work in a single contract. The original estimate to complete the site work was \$50,000. In accordance with St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.210 a public work project allows for negotiated contract under \$60,000. The bid results from three of the four contacted contractors were as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Coastside Concrete and Construction, Inc. of Santa Rosa	\$59,250
FCB Construction of St. Helena	\$131,331*
M3 General Engineering of Napa	\$159,559

*Bid excludes concrete work

The lowest bidder, Coastside is confident the work can be completed within the bid amount provided. Coastside possesses a valid Contractor's License, Class A, number 995338, and successfully completed the City of St. Helena's Hunt Avenue Sidewalk Gap Closure Project in 2019. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 the City Manager has the authority to award and execute any contract for public work under \$60,000.

In addition to the sitework, there are two additional costs which have not been finalized at this time and need to be completed prior to the installation of the Exeloo bathrooms; (1) a new PG&E meter, and (2) costs for a crane to set the bathrooms onsite. PG&E is currently designing the meter connection with an anticipated cost of \$10,000 and the coordination with the crane is anticipated to cost approximately \$5,000-\$10,000.

The amount of the construction contract and additional work yet to be completed by PG&E will exceed the City's current total project budget; therefore, City staff is recommending a budget increase of \$35,000 to complete the remaining work to the project site in time for the bathrooms to be delivered in April 2020.

FISCAL IMPACT

Staff has provided a table of the current approved budget for the project and an estimated cost to complete the project:

Description	FY 19/20 Budget	Bathroom Completion Estimate
Preliminary Engineering	\$68,712	\$67,932
Construction Management & Inspection	\$20,000	--
Construction Contract	\$217,000	--
Exeloo Purchase Order	--	\$183,600
Construction Contract	--	\$59,250
Contingency (i.e. New PG&E Meter, Crane, etc.)	--	\$29,930
Total	\$305,712	\$340,712

With the Coastsides construction contract, the City will exceed the adopted CIP budget by approximately \$5,070. Knowing there will be additional PG&E costs and a crane needed to set the bathrooms structure onsite, staff is recommending a project contingency amount of \$29,930 for a total recommended CIP budget increase of \$35,000. Funds for the additional \$35,000 are available in the FY 2019-20 Adopted Budget for Public Works Administration and can be transferred into CIP Fund 733-5010-3160 for this project. The FY 2019-20 Adopted Public Works Administration Budget included \$100,000 for Professional Contracts associated with Plan Check, Design Review, and engineering support. This budget line item was included to assist Public Works engineering staff when there is not capacity to review these items themselves. It is anticipated the total amount will not be needed for the remainder of FY 2019-20. Once the \$35,000 transfer is complete, there will be an available balance in 101-5000-2130 of \$55,700 for the remainder of FY 2019-20. Completing this transfer will not affect the Net Position of the General Fund.

RECOMMENDED ACTION

Staff recommends City Council approve the Resolution approving a budget increase of \$35,000 to Capital Improvement Project C-82 Downtown Restrooms from \$305,712 to \$340,712 and authorizing a budget transfer from Public Works Operations Fund 101-5000-2130 in the amount of \$35,000 to Civic CIP Fund 733-5010-3160.

ATTACHMENTS

[Attachment 1: Resolution](#)

[Attachment 2: Exeloo Jupiter Floorplan](#)

[Attachment 3: City of Napa Exeloo As-built](#)

CITY OF ST. HELENA

RESOLUTION No. 2020-

Resolution approving a budget increase of \$35,000 to Capital Improvement Project C-82 Downtown Restrooms from \$305,712 to \$340,712 and authorizing a budget transfer from Public Works Operations Fund 101-5000-2130 in the amount of \$35,000 to Civic CIP Fund 733-5010-3160

RECITALS

- A. On June 26, 2018 the City Council adopted a resolution finding the project exempt from CEQA, approving the project manual and authorizing the bid request for the C-82 Downtown Restrooms project; and
- B. On October 23, 2018, City Council rejected all bids for the September 28, 2018 bid opening due to high bid results with the Public Works Director recommending to re-advertise the project at a later date; and
- C. On February 26, 2019, City Council rejected a second round of bids for the January 16, 2019 bid opening due to high bid results and directed City staff to research a more cost effective facility (i.e. modular or factory built) such as the manufacturer Exeloo Corporation provides; and
- D. On August 13, 2019, City Council approved the purchase of a Exeloo Jupiter Platinum Twin Toilet in the amount of \$183,600 from Exeloo Corporation; and
- E. City staff revised the original civil improvements plans and informally bid the sitework in January 2020 pursuant to City of St. Helena Municipal Code 3.04.210A; and
- F. The lowest bid received for the sitework was by Coastside Concrete and Construction, Inc. in the amount for \$59,250; and
- G. Coastside's contract for the sitework and additional costs for a new PG&E meter and a crane to set the new bathrooms onsite will put the project over the approved budget; and
- H. City staff is recommending a budget increase of \$35,000 to complete the project; and
- I. There are sufficient funds in Public Works Operations Fund 101-5000-2130 to be transferred to the Civic CIP Fund 733-5010-3160 to complete the project.

RESOLUTION

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

1. Approve a budget increase of \$35,000 to Capital Improvement Project C-82 Downtown Restrooms from \$305,712 to \$340,712; and
2. Approve a budget transfer from Public Works Operations Fund 101-5000-2130 in the amount of \$35,000 to Civic CIP Fund 733-5010-3160.

Approved at a Regular Meeting of the St. Helena City Council on March 10, 2020 by the following vote:

Mayor Ellsworth: _____
Vice Mayor Dohring: _____
Councilmember Koberstein: _____
Councilmember Chouteau: _____
Councilmember Knudsen: _____

APPROVED:

ATTEST:

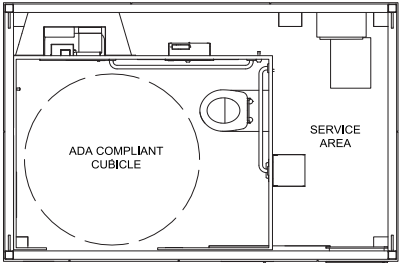
Geoff Ellsworth, Mayor

Cindy Tzafoopoulos, City Clerk



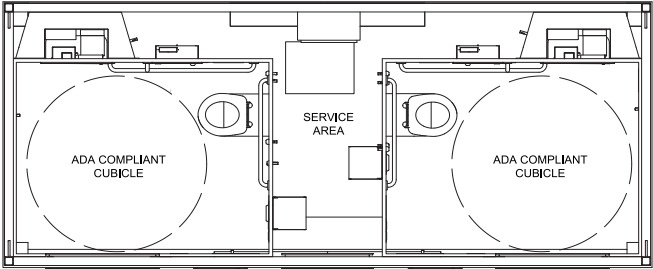
JUPITER SINGLE

WIDTH: 11' 3"
DEPTH: 7' 7"



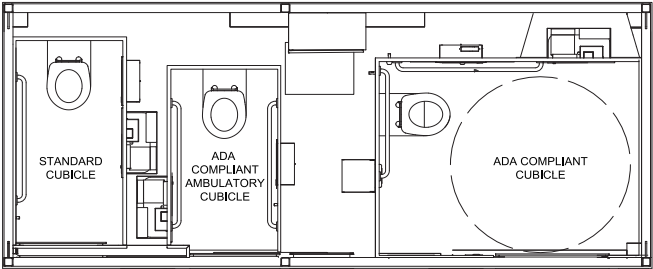
JUPITER TWIN

WIDTH: 18' 1"
DEPTH: 7' 7"



JUPITER TRIPLE

WIDTH: 18' 1"
DEPTH: 7' 7"





POPULAR ROOFS

Skillion

A high density insulated panel roofing system for strength and insulation.



Gabled

This traditional design will blend seamlessly with like buildings and historical park surroundings.



Living Roof

The environmental choice. Supplied with drainage platform and planting materials.



POPULAR EXTERIORS

Compressed fibre Cement (CFC)

A versatile and resilient exterior cladding system with a graffiti resistant satin gloss painted finish or artist mural.



FutureWood Battens

An eco-friendly cladding system that has low moisture absorption and offers extremely low maintenance.



Photo Film Overlay

A fully flexible, graffiti resistant over laminate that can transform the mundane into spectacular.



POPULAR DOORS

Swing Doors

Available in Powder Coated Aluminum or Stainless Steel.



Manual Sliding Doors

Heavy Duty Stainless Steel construction ideal for high wind zones or transit installations.



Automated Sliding Doors

Heavy Duty Stainless Steel construction for transit installations and improved disability access.



00102 Sales - 11th Ann Base Unit Floor Plan Sheet - Jupiter - Issue 1 - Feb 2018





Report to the City Council
Regular City Council - 10 Mar 2020

Agenda Section: PUBLIC HEARINGS

Subject: Discussion of Potential Activities and Projects for Inclusion in the 2020 Community Development Block Grant (CDBG) Applications; and Consideration of Approval of a Resolution Approving (1) Applications for Funding, and (2) the Execution of a Grant Agreement and any Amendments thereto from the 2019-2020 Funding Year of the CDBG Program.

CEQA Determination: Exempt from the requirements of CEQA for sections 15332, 15301, and 15303

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program authorizes the use of funds to assist low- and moderate-income families or aid in the prevention or elimination of slums or blight.

Due to the State of California's low expenditure rate of CDBG funds, the State's Department of Housing and Community Development (HCD) has worked over the past two years redesigning the CDBG program as required by HUD direction. Due to this major concern, many changes have occurred and have been implemented under the 2020 Notice of Funding Availability (NOFA) process as described in this staff report. The City is required to conduct public outreach regarding potential CDBG projects/activities that could be considered for the current application period including holding a public hearing to discuss the potential application(s) and allow for public input. Therefore, staff requests that the Council review potential CDBG projects/activities and provide direction on the projects/activities to include in the application.

Project/Activity Selection

In order to be considered eligible, a suggested project/activity must meet one or more of the three National Objectives listed in CDBG Federal Statutes:

- Benefit to low- and moderate-income persons;
- Prevention or elimination of slums and blight; or
- Meeting an urgent community need which poses an immediate threat to the health and welfare of the community (State designates when the “urgent need” objective is allowed for a NOFA).

The benefit to low- and moderate-income persons is the most predominately used National Objective. In order to benefit low- or moderate-income persons, the project/activity must either benefit an area that is comprised of at least 51% low- or moderate-income households, or the program benefits individually qualified households (i.e., each participating household is income certified).

The 2020 State NOFA, involving approximately \$60 million in 2019 and 2020 CDBG funds, was recently released. The total grant award may not exceed \$3,500,000 for Housing & Community Development Applications and \$6,000,000 for Economic Development Over the Counter (OTC) applications. Beginning on February 14, 2020, eligible jurisdictions may apply for a maximum of six applications, with one project or program per application with total funding not to exceed \$3,500,000, excluding the Economic Development OTC program. In addition to meeting one of the three National Objectives, the project/activity must also fall under one of the categories listed below and will be either a competitive or over the counter (OTC) application. OTC applications will be accepted between February and September 2020 and will be reviewed on a first-come, first-served basis.

Public Improvements (maximum grant of \$3,500,000). Project must be located in and serve a predominantly residential area within the city. Examples include water and sewer facilities, flood and drainage facilities, accessibility related street improvements (i.e., curb ramps), and utilities.

Public Facility (maximum grant of \$3,500,000). Examples include acquisition, rehabilitation or new construction of buildings used for public purposes such as training, health services, education, senior and recreation centers, nutrition, shelter, day care, temporary housing and fire protection.

Project Predevelopment (maximum grant up to \$500,000). Predevelopment activities such as the completion of plans and environmental review for a public improvement or public facility project.

Public Service (maximum grant of \$500,000). Examples include subsistence payments, security deposits, childcare, health care, recreation programs, fair housing counseling,

drug and alcohol abuse counseling and testing, homeless services, senior services, and nutrition services benefiting low- and moderate-income persons.

Planning and Technical Assistance (maximum grant of \$250,000). The product must show a connection to assisting with an eligible CDBG activity that, if implemented, meets a National Objective. Product(s) are submitted to the State at the time of completion. The grant requires a five percent cash match to be expended prior to expenditure of CDBG funds. Examples include studies, analysis, and data gathering.

Housing Assistance Activities:

- Home-ownership Assistance Program (maximum grant of \$1 million): assistance with loans for down-payment or closing costs.
- Housing Rehabilitation Program for Single Family Homes. (maximum grant of \$1 million): loans for repairs and improvements of owner-occupied units.
- Multi-Family (five or more units at a specific site) Housing Rental Rehabilitation Project (with or without acquisition) (maximum grant of \$3.5 million): loan for repairs and improvements of renter-occupied units for sites where all of the tenants qualify as low- or moderate-income households.
- Acquisition of Real Property for Multi-Family Projects (maximum grant of \$3.5 million): acquisition of a site where all of the tenants qualify as low- or moderate-income households.
- Public Improvements in Support of New Housing (maximum grant of \$3.5 million).

Business Assistance (maximum grant of \$750,000). Examples include financing of working capital, furniture, equipment, and property repairs/improvements.

Microenterprise Assistance (maximum grant of \$500,000). Examples include business training, financing of working capital, furniture, equipment, and property repairs/improvements.

St. Helena Housing Needs The City of St. Helena is within the Association of Bay Area Governments (ABAG) region and ABAG is responsible for conducting the Bay Area's Regional Housing Needs Allocation (RHNA) process in conjunction with the local elected officials and staff. Following State law, every eight years the State determines the total number of new homes the Bay Area needs to build and then ABAG distributes a share of the region's housing need to each City, Town, and County in the region. During the planning period of 2014-2022, the City of St. Helena's Housing Element RHNA allocation noted the 31 units needed within the following income categories:

Very Low 8; Low 5; Moderate 5; and Above Moderate 13

DISCUSSION

Potential CDBG Projects

Staff has reviewed the eligibility criteria of CDBG funds and proposes the following list of potential projects eligible for OTC applications.

Multifamily Single Family Housing Acquisition and Rehabilitation

Our Town St. Helena (OTSH) has identified an opportunity to acquire, through a Charitable Sale, an existing 4-unit rental property at 723 Hunt Avenue in St. Helena. The building is well maintained, and the current rents are below Fair Market Value. The current owner of the property will require that the existing tenants, who all appear to be below 80% Area Median Income (AMI), remain in the building after the completion of the sale. The current owners have confirmed that an option agreement should be able to be complete in March 2020, with a contingency of receiving CDBG funds and environmental clearance to close the escrow. With CDBG funds, OTSH would be able to purchase and manage the property with a 55-year deed restriction so that it remains available and affordable to St Helena's working families and seniors.

OTSH believes this would be an excellent use of CDBG funds because it would preserve a well-maintained, low-income housing site that is at risk of conversion to higher rents when sold. The CDBG program allows the City to add funds to the application budget that will cover staff time and expenses and consultants to complete the application, manage funding process and fund compliance activities. The estimated Charitable Sale price is between \$1,500,00 to \$ 1,700,000.

Public Improvement Project – Crinella Pump Station Upgrade

The project consists of removing the existing pump station structure and updating both the external structure as well as addressing internal operations and odor control. The Crinella Pump Station is located on 1758 Crinella Drive, St. Helena at the far end of the Stephen C. McCullagh Park. The pump station itself was built in the 1970's at the same time as the Crinella subdivision. It pumps raw wastewater out of Crinella to a gravity sewer main on Railroad Avenue which then is conveyed to the City's Wastewater Treatment Plant. This project will update the structure and pumping systems. It will also include construction of a filter system to control odors.

The Crinella Pump Station project was identified in the 2017 Water and Wastewater Rate Study and later added to the 2017/2018 Five-Year Capital Improvement Plan. Budget was allocated for design to start in Fiscal Year 2018/2019. Currently, the project is in design phase with WRECO, the City's consultant for the project. In order to be eligible to submit the project for CDBG funds, the City must complete an income survey to determine if the service area is comprised of at least 51% low to moderate income households. The estimated cost of this project is \$ 1,000,000.

Housing Rehabilitation Program – Single Family Residential

CDBG funds can be used to continue the Owner-Occupied Rehabilitation (OOR) Program, which meets the national objectives by serving low-income (at or below 80% AMI) and very low-income (at or below 50% of AMI) households. Funds can be used to assist low-income homeowners whose primary residence is in need of repairs, improvements, or reconstruction necessary to meet federal, state, or local building

codes and for correction of all health and safety deficiencies. The OOR Program will be operated under the requirements in the Housing Rehabilitation Assistance Program Guidelines attached as Exhibit "A". The estimated cost of this program is \$ 300,000.

FISCAL IMPACT

If awarded, an approved CDBG application is 100% grant funded, including costs to administer the grant.

RECOMMENDED ACTION

Affirm direction on the activities and projects for inclusion in the 2020 State Community Development Block Grant (CDBG) applications; and approval of a resolution approving; (1) applications for funding, and (2) the execution of a grant agreement and any amendments thereto from the 2019-2020 funding year of the CDBG Program.

ATTACHMENTS

[Exhibit A - St Helena - Rehabilitation Program Guidelines](#)

[Resolution 2020- Authorizing Submittal of CDBG Grant Application](#)

CITY OF ST. HELENA

SINGLE-FAMILY HOUSING REHABILITATION ASSISTANCE PROGRAMS (HOME, CDBG)

PROGRAM DESIGN AND PROCESS



HCD Version 10/2019

**CDBG Approved (date)
HOME Approved (date)**

**CITY OF ST. HELENA HOUSING REHABILITATION
PROGRAM GUIDELINES**

TABLE OF CONTENTS

- 1.0. GENERAL**
 - 1.1. PROGRAM OUTREACH AND MARKETING
 - 1.2. APPLICATION PROCESS AND SELECTION
 - 1.3. LOAN PROCESS
 - 1.4. CONFLICT OF INTEREST REQUIREMENTS
- 2.0. APPLICANT QUALIFICATIONS**
 - 2.1. INCOME LIMITS
 - 2.2. INCOME QUALIFICATION CRITERIA
 - 2.3. HOMEOWNER ELIGIBILITY & RESIDENCY REQUIREMENTS
- 3.0. PROPERTY ELIGIBILITY**
 - 3.1. CONDITIONS
 - 3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
 - 3.3. NOTIFICATIONS AND DISCLOSURES
- 4.0. THE PROGRAM LOAN**
 - 4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
 - 4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS
 - 4.3. RATES AND TERMS
 - 4.4. GRANTS
 - 4.5. APPRAISAL
 - 4.6. INSURANCE
- 5.0. PROGRAM LOAN SERVICING AND MAINTENANCE**
 - 5.1. PAYMENTS ARE VOLUNTARY
 - 5.2. RECEIVING LOAN REPAYMENTS
 - 5.3. LOAN SERVICING POLICIES AND PROCEDURES
 - 5.4. LOAN MONITORING PROCEDURES
 - 5.5. DEFAULT AND FORECLOSURE
 - 5.6. SUBORDINATIONS
- 6.0. CONSTRUCTION**
 - 6.1. STANDARDS
 - 6.2. ELIGIBLE CONSTRUCTION COSTS
 - 6.3. ELIGIBLE PROJECT COSTS
 - 6.4. REPAIR CALLBACKS
- 7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**
 - 7.1. AMENDMENTS
 - 7.2. EXCEPTIONS
- 8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**
 - 8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE
 - 8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

**CITY OF ST. HELENA HOUSING REHABILITATION
PROGRAM GUIDELINES**

ATTACHMENTS TABLE OF CONTENTS

ATTACHMENT A:	24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
ATTACHMENT B:	ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS – FOR CDBG & HOME
ATTACHMENT C:	MAXIMUM PURCHASE PRICE AFTER-REHAB VALUE LIMIT; HOME PER UNIT SUBSIDY LIMIT; CURRENT INCOME LIMITS; BEDROOM & BATHROOM ADDITION STANDARDS
ATTACHMENT D:	MARKETING PLAN
ATTACHMENT E:	RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
ATTACHMENT F:	LOAN SERVICING POLICIES AND PROCEDURES
ATTACHMENT G:	FORECLOSURE POLICY
ATTACHMENT H:	CERTIFICATION OF OCCUPANCY
ATTACHMENT I:	LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION FORM

CITY OF ST. HELENA HOUSING REHABILITATION PROGRAM GUIDELINES

Adopted March 10, 2020

1.0. GENERAL

The above-named entity, hereinafter referred to as the “Sponsor”, has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the “Program” is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program’s eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as “housing unit”. The Program will be administered by Housing Authority of the City of Napa, hereinafter referred to as the “Program Operator”.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.
- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION**A. Waiting List/Homeowner Contact**

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **Note: CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant**

Management Manual.

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building

Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's City Manager or his/her designee must approve all loans and grants. Sponsor may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County maximum HOME Per Unit Subsidy Limit at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>, and the after-rehabilitation value cannot exceed the HOME Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating

jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C.**

The link to the official HCD-maintained income limits for HOME- and CDBG-funded activities is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (for HOME and CDBG, choose "State CDBG, HOME and NHTF – Income, Value and Rent Limits"; for CalHome-funded activities choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. Unborn children don't count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of

residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:

1. Proof of occupancy in the form of a copy of a current utility bill; and
2. Statement of unit's continued use as primary residence of the owner.

- B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

- C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the incorporated areas of the Sponsor's jurisdiction.
- C. Property must contain a legal residential structure intended for continued residential occupancy.
- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain

components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" (**Attachment E**).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (**see Section 4.4. for allowable grants**). HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3. NOTIFICATION AND DISCLOSURES - Not required by CalHome

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

- B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (**Attachment E**).

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The maximum loan amount available under the program is:

\$60,000 for stick built single family homes; or
\$30,000 for manufactured homes

On a case-by-case basis, the City Manager may authorize the increase of up to \$10,000 above the maximum loan amount for a manufactured home if he/she determines that such funding is necessary to mitigate significant health and safety issues.

An eligible homeowner may hold more than one program loan if the combined loan amount does not exceed the maximum loan amount provided above.

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County maximum HOME Subsidy Limits Per Unit at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.

See Attachment C for current limits. For CDBG-funded programs, the maximum assistance for rehabilitation/reconstruction will not exceed \$190,430.

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.
- B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program Maximum Purchase Price/After-Rehabilitation Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>. **See Attachment C for current limits.**
- C. Total indebtedness against property shall not exceed 105 percent of the after-rehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.
- D. Costs may be supplemented with personal financing, or with other loan or grant programs, which are sources of leverage for the Sponsor.
- E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

- A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero (0.0%) interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**
 - 1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;

2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.
- B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines.
- C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.
- D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.
- E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

4.4. GRANTS

- A. CDBG-funded programs may provide grants as follows:
A grant of up to \$7,500 is available for any one of the following qualifying factors:
 1. Senior Citizen - at least 62 years old; or
 2. Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
 3. Lowest Targeted Income Group – with gross annual income less than 50 percent of County median income; or
 4. Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.
- B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
 1. Owner-Occupant – Limit of \$3,000.

4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The Sponsor or Program Operator determines estimates of value based

on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants' file will include the estimate of value and document the basis for the value estimates. The purpose of the "Estimates of value" is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.

- B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the "Estimates of value" method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.
- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**).

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and

maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs.**

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.
- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

- A. Program loan payments will be made to:

***City of St. Helena
1572 Railroad Avenue
St. Helena, CA 94515***

- B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all HCD programs. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION**6.1. STANDARDS**

- A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances

at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components.

B. Contracting Process

1. Contracting will be done on a competitive basis.
2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractor must agree to comply with all federal and state regulations.

D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A.

E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is

more than \$25,000, the following is required:

- (a) Items (a), (b), and (c) of 2. above;
- (b) Abatement of all LBP hazards identified or produced;
- (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State’s HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project’s value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for the Sponsor (see Attachment C, One-Family).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. **(See Attachment C)**

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.
- D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).
- E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, and repair or replacement of major housing systems.

Per the federal HOME Regulations at 24 CFR Part 92.251(b), Major Systems are:

- structural support
- roofing
- cladding and weatherproofing (e.g., windows, doors, siding, gutters)
- plumbing
- electrical
- heating, ventilation, and air conditioning.

Upon project completion, each of the major systems must have a remaining useful life for a minimum of five (5) years, so these systems must be rehabilitated or replaced as part of the rehabilitation work in order to achieve this requirement.

A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home to bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

5. General Property Improvements

Eligible costs include, but are not limited to: addition or replacement of an oven, stove, dishwasher, or fixture; replacing floor coverings; painting; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code general property improvements (including fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of all health and safety hazards and code compliance, which is required for HOME-funded projects.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all administrative expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance

- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's local governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's City Manager or his/her designee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A**24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS****24 CFR Part 5 Annual Income Inclusions****§5.609 Annual income.**

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

-
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) (i) Amounts received under training programs funded by HUD;
- (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying

the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See <https://www.federalregister.gov/documents/2014/05/20/2014-11688/federally-mandated-exclusions-from-income-updated-listing> for most recent notice]

(d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT B**PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C**MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR NAPA COUNTY
(HOME Value Limits as of 3/28/2019 – 06/30/2020)**

COUNTY NAME	One-Family
NAPA	\$1,037,400

**HOME SUBSIDY LIMITS PER UNIT FOR NAPA COUNTY
(Limits are effective 5-9-2019)**

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$149,868	\$171,802	\$208,913	\$270,266	\$296,666

**HOUSEHOLD INCOME LIMITS FOR NAPA COUNTY*
(Limits are effective 06/28/2019)**

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$55,650	\$63,600	\$71,550	\$79,500	\$85,900	\$92,250	\$98,600	\$104,950

Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> for HOME and CDBG limits, choose “State CDBG and HOME Income, Value and Rent Limits”

**SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO
ALLEVIATE OVERCROWDING**

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.

- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Real Estate Offices
- Newspaper
- Radio
- Mail
- City Webpage

ATTACHMENT E**RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN
Version 2**

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the City of St. Helena(Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households who are permanently displaced by the housing rehabilitation program (**See Section E below.**). In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all occupants so that they

understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.

2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
3. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
4. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$3,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. (**See Appendix C**). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

1. Increased housing costs (e.g. rent increase, security deposits) and
2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
 - b. Packing, crating, unpacking, and uncrating of personal property;
 - c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;

-
- d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
 - e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
 - f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
 - g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
 - h. Any costs of credit checks required to rent the replacement dwelling;
 - i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general

circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other

needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered personally or by certified mail.**
2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On (date), (property owner) submitted an application to the _____ for financial assistance to rehabilitate the building which you occupy at (address).

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name), (title), at (telephone number), (address).

Sincerely,

(name)

(title)

APPENDIX B

(date)

Dear _____:

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a notice of non-displacement. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

ATTACHMENT F**LOAN SERVICING POLICIES AND PROCEDURES
FOR THE CITY OF ST. HELENA**

The City of St. Helena, hereafter called “Sponsor,” has adopted these policies and procedures in order to preserve its financial interest in properties, whose “Borrowers” have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan’s principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the City of St. Helena as a lender loss payee will be required at close of escrow. The Sponsor will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Annual occupancy verification will occur between March 1st to March 15th of each year until for the term of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the City Manager or his/her designee. (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the

property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan is due and payable. All such changes are subject to the review and approval of the Sponsor's City Manager or his/her designee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the City Manager or his/her designee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing

note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Sponsor?
- 3) Can the Borrower sell the property and pay off the Sponsor?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of

funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G**CITY OF ST. HELENA FORECLOSURE POLICY**Sponsor As Junior Lienholder

It is the City of St. Helena's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

*City of St. Helena**Housing Rehabilitation Program Guidelines*

-
- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
 - Can the owner refinance with a commercial lender and pay off the Sponsor?
 - Can the owner sell the property and pay off the Sponsor?
 - Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
 - Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

City of St. Helena

Housing Rehabilitation Program Guidelines

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

CITY OF ST. HELENA

I/we _____ declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence
the real property commonly known as:

(Address)

(City, State, Zip code)

Daytime Phone Number: _____

Executed on _____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

City of St. Helena

Housing Rehabilitation Program Guidelines

ATTACHMENT I**LEAD-BASED PAINT****VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM**

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint hazards are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home</i>.			
Printed Name:		Signature:	Date:
Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2020-

A Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2019-2020 Funding Year of the State Community Development Block Grant (CDBG) Program.

RECITALS

- A. The California Department of Housing and Community Development (the “Department”) is authorized to allocate Community Development Block Grant (CDBG) Program funds made available from the U.S. Department of Housing and Urban Development (“HUD”); and
- B. On January 21, 2020 the Department issued a Notice of Funding Availability announcing the availability of 2019 and 2020 funds under the CDBG program (the “NOFA”); and
- C. The City Council conducted a public hearing on March 10, 2020 to allow for public comments on the proposed CDBG application; and
- D. In response to the 2019-2020 NOFA, the City of St. Helena (the “Applicant”), wishes to apply to the Department for, and receive an allocation of, CDBG funds; and
- E. The City of St. Helena will apply for Multifamily Single Family Housing Acquisition and Rehabilitation funds to acquire a 4-unit rental property at 723 Hunt Avenue in St. Helena to be managed with a 55-year deed restriction for affordable housing available to income qualified St. Helena residents; and
- F. The City of St. Helena will apply for Public Improvement Project funds to remove an existing pump station structure and update both the external structure as well

as addressing internal operations and odor control located on 1758 Crinella Drive, St. Helena at the far end of the Stephen C. McCullagh Park.

- G. The City of St. Helena will apply for Housing Rehabilitation-Single Family Residential Program funds to continue the funding of the Owner-Occupied Rehabilitation (OOR) Program. The OOR Program will be operated the requirements in the Housing Rehabilitation Assistance Program Guidelines attached as Exhibit "A".

RESOLUTION

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

- 1. The City Council of St. Helena has reviewed and hereby approves one or more application(s) in the aggregate amount not to exceed \$3,500,000 for the following CDBG activities, pursuant to the January 2020 CDBG NOFA:

Description

Estimated

Multifamily Single Family Housing Acquisition and Rehabilitation \$ 1,700,000

Public Improvement Project – Pump Station Upgrade
\$ 1,000,000

Housing Rehabilitation Program – Single Family Residential \$ 300,000

- 2. The City acknowledges compliance with state and federal public participation requirements in the development of this application.
- 3. The City hereby authorizes and directs the City Manager to sign this application and act on the City's behalf in all matters pertaining to this application.

4. If the application is approved, the City Manager is authorized to enter into and sign the grant agreement and any subsequent amendments thereto with the State of California for the purposes of this grant.
5. If the application is approved, the City Manager is authorized to sign Funds Requests and other required reporting forms.
6. Approve the Housing Rehabilitation Assistance Program Guidelines attached as Exhibit "A", which the City will operate the Housing Rehabilitation under.

Approved at a Regular Meeting of the St. Helena City Council on March 10, 2020, by the following vote:

Mayor Ellsworth:

Vice Mayor Dohring:

Councilmember Koberstein:

Councilmember Chouteau:

Councilmember Knudsen:

APPROVED: ATTEST:

Geoff Ellsworth, Mayor

Cindy Tzaopoulos, City Clerk



After Action Review

**City of Saint Helena
Response to the 2019 PG&E
Public Safety Power Shutoffs
(PSPS) Events**

March 2020

TABLE OF CONTENTS

Section 1: After Action Incident Review Planning	Page 4
Purpose	
Review Team	
Objectives	
Outside Agency Participants	
Section 2: Incident Overview	Page 4
Initial Event	
Notification	Page 5
Impacts	
Initial Response Operations	Page 6
Post-Response Operations / Recovery Operations	Page 8
Section 3: Post Incident	Page 8
Special Council Meeting	
Internal Response Survey	
SHUSD Administration Meeting	
Department Interviews	
Section 4: After Action Findings and Recommendations	Page 8
Guidance	
Highlights – Areas of Success:	
Life Safety Response	
Communications	Page 9
Organization	
Resources	Page 10
Highlights – Areas for Improvement	Page 10
Communications	
Organization	
Resources	

Section 5: Needs Assessment Page 11

Administration

Library Page 11

Public WorksPage 12

Safety Page 13

ATTACHMENTS

- Appendix A – Internal Response Survey
- Appendix B – Department Interview Questions

Section 1: After Action Incident Review**Purpose:**

While the City never formally issued an evacuation or advisory evacuation and attempted to return to business as usual after the initial power outage was restored on October 11, 2019, the scale of the PG&E Public Safety Power Shutoff (PSPS) events in late 2019 provided an important opportunity for the City of Saint Helena to evaluate and improve upon its emergency preparedness.

The purpose of this After-Action Incident Review (AAR) is to discuss the sequence of events preceding the incident, as well as the Agency's response to the incident, to determine what went well and what can be improved upon.

Review team:

The following City stakeholders participated in the Review team:

- City Manager
- Public Works Director
- Finance Director
- Police Chief
- Fire Chief
- Library Director

Objectives:

1. Discuss and identify areas where City government functioned well, including seen and unforeseen obstacles.
2. Discuss and identify areas where City government has opportunities to improve preparedness and services during a PG&E PSPS.

Outside Agency Participation:

- Saint Helena City Council
- Saint Helena Unified School District Representatives
- PG&E
- Napa County OES

Section 2: Incident Overview**Initial Event:**

Shortly after the October 2017 northern California wildfires, the Pacific Gas and Electric Company (PG&E) began developing a Public Safety Power Shutoff (PSPS) program in an attempt to prevent future wildfires and save life and property during predicted weather conditions consisting of extremely dry and windy weather forecasts. On October 9, 2019, PG&E conducted their first PSPS at 0052 hours due to a perceived extreme weather condition, resulting in a significant loss of power in the City of Saint Helena. This PSPS event lasted approximately a day and a half with power being restored on October 10, 2019, at 1800 hours.

On Oct 23, 2019, PG&E forecasted another strong wind event and began their second PSPS event at approximately 1000 hours with power restored on October 24, 2019 at 1200. The second PSPS event was isolated to the border areas of the City leaving power to the downtown and high-density housing areas. During this second PSPS, a fire ignited in Geyserville, Sonoma County at approximately 2127 hours (Kincade Fire). This fire rapidly spread south westerly towards and into the community neighborhoods of Santa Rosa and Windsor. Sonoma County requested Mutual Aid from Napa County Police and Fire agencies to assist with massive evacuations and fire protection in all three cities. The City of Calistoga in Napa County, just six miles north of Saint Helena, was also placed on evacuation notice due to the close proximity of the Kincade fire.

The forecasted weather for October 26, 2019, prompted a third PG&E PSPS event to be initiated, which lasted from 1000 October 26, 2019 through 0800 Oct 30, 2019. This third event again only affected the outskirts of the City of Saint Helena.

Notification:

In the months prior to actual PSPS events occurring, PG&E had initiated State, County, and local meetings and briefings with all stakeholders. City of Saint Helena staff participated in the meetings held by PG&E and other PSPS meetings with Napa County Public Safety entities. Additionally, the City of Saint Helena, Saint Helena Police, and Saint Helena Fire Department conducted several community meetings to discuss PSPS and assist with pre-planning for the likelihood of PSPS power shutoffs.

The City of Saint Helena was notified by PG&E one to two days in advance of each PSPS taking place.

Impacts:

Loss of electricity began the night of October 9, 2019. The entire City of Saint Helena was without power for approximately 40 hours. As a result of the power outage, communications became difficult due to loss of Comcast cable services (internet) and loss of some cellular towers servicing Saint Helena. Residents found alternate ways to power their cellular devices, including coming to City Hall which was on an emergency generator. However, not all cellular service was not available dependent on provider and internet access was down as well. In addition to City Hall, the City provided a makeshift community charging station at Lyman Park at the onset of PSPS

event #1 through event #3. The County provided a charging station at Napa Valley Upper Campus on day two of PPS event #1 through event #3 which was staffed by City employees. PG&E provided a Community Resource Center established at the Saint Helena Catholic School at the onset of PPS event #2 through event #3.

One of the unforeseen consequences of the total loss of power was the direct impact to the operation of the City's internet system (including the City's phone system) which made communication with the County Emergency Operations Center (EOC) extremely slow with most communication being dependent on phone texting. Additionally, the City Finance Department relies on internet services for transmission of payroll and the PPS nearly jeopardized one payroll payment period.

Due to the Kincade Fire, air quality was categorized as "Hazardous" which is the worst level on the Environmental Protection Agency's scale during the second PPS. The City was covered in a thick layer of smoke for several days predominantly in the mornings and evenings. The poor air quality resulted in the closure of the Saint Helena School District schools for several days. City employees were encouraged to work indoors, if at all possible. With the City's email and internet capability being compromised from power loss, it was also necessary to follow up with employees via cellular phone or text messaging, when available. The PPS power outage revealed the City's need for additional communication capabilities.

Financial impacts were created due to business closures, employee overtime, and the necessity for special equipment rental of emergency backup generators at the City's water tank facilities.

Initial Response Operations:

Initial local government response to the PG&E PPS was the pre-staging of signage at all City intersections that are controlled by stop lights. City Hall and the Police Department immediately set-up community charging stations. The Police Department called in an extra Police Officer and assigned the Officer to PPS related incidents to include checking on all critically dependent, or medically vulnerable, residents within the City. The extra Officer position was maintained for the duration of PPS events #1 through #3. The Fire Department called in part-time staff to fully staff the Fire Station during PPS events to ensure a swift response if it became necessary.

County Emergency Operations Center

The County of Napa established a County Emergency Operations Center (EOC) on October 9, 2019, to coordinate countywide emergency operations. Given the scale of the power outages and lack of available staff to maintain a fully-functional duplicate City EOC, the City Manager determined it was best to liaison with the County's EOC and appointed the City Clerk/Public Information Officer (PIO) to serve as the City's liaison inside the County EOC during the day and a Police Officer when the EOC ran through the night.

City Hall and Library Operations

City Hall remained open during normal business hours. Internet services and email service failed during the initial PSPS event which made it difficult for communications with the Napa County EOC in Napa. With the City Clerk working in the County EOC, communication was enhanced between the EOC and City Hall.

City Hall also coordinated the rapid installation of charging stations at key locations within the City for community use including, Lyman Park, Saint Helena Library, and the Napa Valley College Upper Campus. These charging stations were open from 0800-1800 through PSPS events #1 and #2 and staffed by City personnel.

City Hall continued to serve as a community information center through the remainder of the PSPS events. City Hall power was restored late morning on Friday October 11, 2019, and normal staffing and operations continued thereafter for subsequent PSPS events.

While the Library did not have a backup generator, staff kept doors unlocked through the initial power outage and served the community as a second information and charging center. The Library was not affected by PSPS events #2 and #3.

City Communications

The City utilized several concurrent communication forums to keep residents and the community updated:

- Nixle - The countywide Nixle text message alert system was used to provide periodic updates about the PSPS, fire alerts, smoke, and related information.
- Press Releases – The City issued 10 press releases during the PSPS events and fire emergency.
- Website – The City provide daily or twice daily PSPS and Fire updates via its website.
- Email – When press releases were distributed, the City also distributed press releases via email to subscribers.
- Social Media – The City's Police Department Facebook page was also used periodically for more frequent updates on the PSPS and fire.

Most City communications were translated into Spanish during the PSPS events which did not occur regularly during the October 2017 fires.

Emergency Declarations

The City Manager issued an Emergency Declaration for the PSPS events of October 9, 2019, Oct 24-26, 2019, and October 29, 2019, which was ratified by Saint Helena City Council on October 30, 2019.

Post-Response Operations / Recovery operations

Recovery and Post-Incident operations were most notable in the departments that put all or most of their normal duties on hold during the initial PSPS event and continuing preparedness with subsequently PSPS events. Finance documented the use of over \$70,000 in employee overtime costs, primarily in the Public Works, Fire, and Police Departments. Additionally, the City expended nearly \$18,000 for generator and digital message board rentals.

Section 3. Post Incident Assessment:

Internal Incident Response Survey

A survey was distributed to each Department Director following the PSPS events. A copy of the questionnaire is attached to this report as Appendix B.

Department Director Interviews

During the week of October 28, 2019, each Department Director was interviewed either alone or with key staff members. They were asked additional questions specific to their Departments' response to, and impact from, the PSPS events. The questions were used as a guideline and conversations were wide ranging. Some departments were affected more than others and felt lingering impacts well after the PSPS events, while others were minimally impacted and were able to catch up quickly.

Section 4. After Action Findings and Recommendations

Guidance

The following section includes major findings associated with the City's responses and incident management operations. The first section contains high level **highlights** of areas of success and areas for improvement. The second section provides more detail based upon the following:

1. Returns of the initial AAR survey
2. Department interviews

The findings do not address external agency operations except for when they were a part of an overarching response and directly affected the City's actions and outcomes.

It is important to note these findings, although based upon objective source material, are constructed in a subjective manner reflecting personal reflections, narratives, and responses to the AAR survey. The key was to identify findings that were relevant, actionable, scoped for City involvement, and appropriate for the AAR process.

Improvement recommendations were developed as a result of both survey responses and comments arising during the interviews. Although not all-inclusive, the recommendations serve

to highlight general focused areas of improvement to guide City departments in enhancing internal disaster and emergency preparedness.

Highlights – Areas of Success:

Life Safety Response

- Civilian casualties and injuries were minimized and there were no City fatalities or injuries.
- City Fire, Police, and Public Works mobilization and response to the incident was expeditious.
- Empowered employees made decisions and improvised problem-solving techniques during the initial power outage.
- Through mutual aid agreements, City Police assisted with evacuations and added security in Sonoma County for the Kincadee fire and the Fire Department responded to fire protection.
- Public Health and Safety issues were assessed, and appropriate measures implemented. Health information was disseminated to the community via Napa County OES, City Social Media, and Nixle®.
- City Public Works crews reacted quickly and effectively by immediately establishing traffic control measures in advance for all traffic signal controlled intersections to create a safe traffic flow through the City when power was shut off. Public Works crews procured and activated generators for City water sources and radio tower communication, and deployed a digital message board to assist with communications.

Communications

- The majority of incident notifications conducted by the City were timely, accurate, and effective. The use of multiple Social Media, communication, and Nixle® platforms aided in the City's ability to reach large portions of the community. However, some residents without power continued to experience difficulty with obtaining information.
- Prior to the electricity being shut off, City staff were able to communicate with each other as well as with outside agencies. Once the power was shut off, communication became more difficult with outside agencies and was only available via cellular telephone. This communications challenge was eventually overcome by establishing a second internet source for redundancy.
- City Hall was open and set up as an information source for walk-ins.
- The Library was able to provide charging stations for residents and displaced persons, creating a community hub for gathering information, contacting family, and coordinating and connecting with others.
- Communication between employees and supervisors was adequate to provide notifications, direction, and updates.
- Spanish translation of City communications assisted with distribution of information to the community.

Organization

- Interagency coordination was generally effective and timely.
- The City was able to establish an EOC presence in Napa at the County EOC.
- Dedicated staff overcame obstacles to provide continuous service, information, and met the needs of the community.
- Succession planning and employee empowerment allowed for independent and timely decisions to be made when there was no supervision present.
- Some prior cross training allowed for employees to cover for missing staff affected by Sonoma County evacuations.
- Normal duties and mandatory timelines were met.

Resources

- City Hall was able to stay open and provide impromptu charging stations.
- The Fire Station was able to maintain normal station coverage and transitioned to 24/7 staffing during PSPS events.
- County EOC responded with material needs with minimal delay.

Highlights – Areas for Improvement

Communications

- On the first day when electricity was shut off, the City lost internet access which made all City communication much more difficult. This highlighted the need for internet redundancy.

Organization

- City employees need a better understanding of how they individually operate within an emergency response from the City. This can be accomplished through an annual or semi-annual training which would review the roles City employees have during a time of emergency.
- Processes need to be established in several areas of City government to create effective means of workflow when there is a significant interruption in power and/or communications systems. The City can benefit through upgrading to redundant internet connections and by adding and upgrading City generators for vulnerable locations.
- Routine work assignments need to be maintained during a PSPS event; vehicle maintenance for emergency vehicles should be prioritized. On two occasions, work orders for disabled emergency vehicles were reported to Public Works for repair and went unrepaired until the Acting Chief of Police personally took the vehicles and had them repaired.

Resources

- City generators need to be evaluated, inspected, and replaced as some are old, obsolete, and unreliable. City owned generators need to be inspected and serviced on a quarterly basis to identify issues and prevent failures in the future.
- There is a willingness among the community to participate in Community Emergency Response Team (CERT) training and establish identified responses to emergencies of varying degree. While recognizing that the County of Napa manages regional scale disasters, enhanced use of volunteers for emergency preparedness efforts preceding disasters can improve community preparedness.

5. Needs Assessment

Administration

- The Finance Department was challenged with transmitting digital payroll and addressing other administrative issues such as the inability to perform certain tasks including, but not limited to, accounts payable and accounts receivable. Most finance tasks were left unattended due to the loss of internet services during the power outage. Because of this, the City should explore securing a redundant fiber optic network to ensure internet access during power outages. An additional item identified is to increase the petty cash fund as well as establish increase petty cash reimbursement limits so that cash is readily available for miscellaneous purchases such as food, water, and fuel during a power outage when local merchants are accepting cash transactions only.

- Charging Stations in Various Locations

During PSPS event #1 the City Hall complex was able to provide outlets for people at Lyman Park and the Library was able to provide charging for cell phones., PG&E provided a charging station at Napa Valley College Upper Valley Campus three days into event #1. The County EOC, which operates during the PSPS events, is encouraged to demand or coordinate through PG&E pre-staged charging stations in place prior to the PSPS event when prior knowledge of the event exists.

The City's solar charging systems received minimal, if any, use as they are limited to charging one or two devices at a time and are much slower than an electrical outlet. They are not meant to charge multiple devices as is needed during a major power outage.

Library

- Fixed Generator

The Library became an organic community center and hub for information. Displaced persons came to the Library to try to make contact with family or friends. When the Library had power, staff was able to provide services to the community as well as shelter, a sense of togetherness, and comfort. Without power the library was still able to open their doors; however, the services they could provide were severely curtailed without a generator. Securing a fixed-position emergency generator for the Library will provide a fully functional location for the community to gather for information, comfort, access to the outside world, and support charging stations. *[In November 2019 the City received notification of award of federal Hazard Mitigation Grant Program (HMGP) funding (resulting from a grant application filed after the 2017 fires) to install generators at essential City facilities, including the Library.]*

Public Works

➤ Mobile Generator(s)

During the PSPS event the Public Works required two emergency generators in order to keep the City's water pumping system operational. Without the pumping system there was a possibility the water system would not have had enough pressure to energize fire hydrants or provide drinking water to the community. While procuring generators via the County Emergency Operations Center (EOC) can be done, there are typically delay in the delivery of supplies, increasing risk to the City. *[As noted in the section above for the Library, In November 2019, the City received notification of award of federal Hazard Mitigation Grant Program (HMGP) funding (resulting from a grant application filed after the 2017 fires) to fund generators that will ensure continuity of operations at City water facility locations.]*

Additionally, there were other concerns identified in town that needed short-term, temporary electricity during the power outage including the radio repeater used by the Police Department to communicate between Officers in the field and Dispatch. The repeater has battery back-ups that are meant for short-term use (measured in hours). However, the batteries need to be recharged frequently, or bypassed via generator during longer outages. *[The City applied for State PSPS Grant Program funding following the PSPS event to secure generators to assist with emergency communications and replacement of old, outdated generators. The City was notified in February 2020 that \$300,000 has been awarded to acquire generators.]*

➤ Fuel Station

When power is out, the only means of fueling vehicles with gas engines is the 250-gallon pump station at the Police Department and the only means of fueling vehicles with diesel engines is the 750-gallon pump station at the Fire Department. In the case of the Police Department tank, 250 gallons will only fill 10 tanks before it is empty.

The Public Works Department had no means of fueling their gas vehicles within the City of Saint Helena as the department has no dedicated emergency fueling resources. Due to the power outages, the local gas stations could not operate their pumps.

The Fiscal Year 2019-20 adopted budget includes funding for a 250-gallon fuel tank (a recommendation from the 2017 AAR). Quotes have been received for the tank; however, site specs have not been completed. It is anticipated the tank will be installed by the end of FY 19-20 or the beginning of FY 20-21. Installation of this tank will allow the department to operate sufficiently during times of power outage, assuming Napa Valley Petroleum can respond to refill the tank regularly.

Safety

➤ Mobile Programmable Sign Board / Predetermined Information Stations

As noted in the 2017 AAR, information dissemination is difficult without electricity, internet, and/or cellular service. The public is in need of recognized locations with the most up-to-date information available. Because of this, the 2017 AAR report recommended purchasing programmable, battery operated, solar powered mobile sign boards. During emergency events, the sign boards can be move to the identified locations or posted strategically along ingress/egress routes. Maintaining mobile message boards provides the City with the ability to message the public about safety concerns during both emergency and non-emergency events as well. *[The Fiscal Year 2019-20 adopted budget includes funding for three solar and battery powered message board signs. City Council approved the purchase of these signs on February 11, 2020, and have been ordered.]*

➤ Complete the relocation of the Police Repeater Tower to the old CDF building on Railroad Avenue and budget for a new generator to provide redundancy power during power outages. The current repeater failed until a temporary generator was placed at the site; refueling was problematic due to the repeater being located outside of City limits. *[The relocation of the Police Repeater Tower was completed in January 2020.]*

➤ All-Call (or similar) Public Warning System.

The City was fortunate an evacuation was not needed. The City and the Police Department have the ability to utilize a Nixle® feature to make mass calls, emails, and text messages to those residents who are subscribers of the system.

If the internet is down and for those residents not subscribed to Nixle®, the Police Department needs an alternative way of broadcasting mass messaging. Currently the

Police Department is installing high/low sirens as an evacuation alert should an evacuation order occur during a power outage. Napa County is also in the process of implementing a countywide alarm via air siren that is the same throughout all county jurisdictions. It will be necessary to develop a community awareness of the high/low siren and communication protocols when they are ready for use.

APPENDIX A

DEPARTMENT QUESTIONNAIRE

Department of _____

1. Describe your department's activities during the PSPS event. What work did your department perform related to the PSPS? Was your department's work modified due to the PSPS? How quickly was your department able to return to normal functions? Was any staff affected by the PSPS? If so, how?
2. What worked well for your department during the event?
3. What opportunities exist to improve your department's or the City's preparedness during an emergency power outage?
4. Are there any equipment, tools, products, etc. that the City could acquire that could help your department or the City improve its preparedness during an emergency event?
5. What Department expenditures did the PSPS cause?

APPENDIX B

Department Interviews

1. When were you notified of the PSPS?
2. What was your response (specific to job related duties)?
3. How was your department impacted?
4. What on-going efforts did this cause?
5. What post-incident impacts have you felt?
6. What are some areas of success that you are aware of?
 - a. Areas where we did well.
7. What areas are you aware of that we could improve our response in?
 - a. What hurdles do we need to overcome?



Report to the City Council
Regular City Council - 10 Mar 2020

Agenda Section: OLD BUSINESS

Subject: Discussion and Direction Related to January 8, 2020 Noll and Tam Architects' Presentation on Massing Concepts and Cost Estimates for Construction and Renovation of Various Civic Buildings and Additional Configuration

**CEQA Exempt
Determination:**

Prepared By: Preya Nixon, Asst. to the City Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

Following a competitive Request for Proposals (RFP) selection process and site visits in spring 2019, the City hired Noll & Tam Architects on May 28, 2019 to complete architectural feasibility/visioning to advance decision making related to replacement of City Hall, Library improvements, and a possible Community/Recreation space.

Pursuant to their scope of work, and following an extensive community outreach process described further in the attached November 12, 2019 staff report, Noll & Tam Architects provided the Council with a presentation on massing concepts and cost estimates for the construction and renovation of various civic buildings.

The Council requested a special meeting be scheduled to provide an opportunity for the Council to discuss the November 12, 2019 Noll & Tam presentation.

DISCUSSION

At the Special Meeting on January 8, 2020, the City Council requested that Noll & Tam bring back a consolidated campus concept to evaluate potential efficiencies with co-locating the City Hall and Library on the Library Lane parcel.

FISCAL IMPACT

Not applicable.

RECOMMENDED ACTION

Provide direction to the City Manager regarding massing concepts and cost estimates for construction and renovation for various civic buildings.

ATTACHMENTS

[Summary of costs options](#)

[2020 0303 Site and Floor Plans](#)

St Helena Civic Institutions

Concept Design Options: Project Cost Summary

March 3, 2020.

Campus Options:	Option 4 (Library Lane- All new)		Option 5 (Library Lane)	
	New Library New City Hall New MP/Council Chambers		Existing Library (Interior refresh only) New 1 story City Hall (No MP-Council Room)	
Library	15,250	new	12,700	existing library
City Hall	11,050	new (+ 1700sf museum)	8,500	new
Multipurpose Room + Kitchen	7,200	new	1,700	(e) museum as is
*Total Building Area (sf)	33,500		22,900	
* Construction Cost	\$37.9M	\$1131/sf	\$12.5M	(\$3.8M+\$7.7M+\$1M=\$12.5M)
* Soft Costs (includes FF&E)	\$16.1M		\$5.3M	
*Total Project Costs (Site+Building+30% Soft costs) in today's \$\$	\$54M		\$17.8M	
Consolidated Options:	Option 6 (Library Lane)		Option 7 (Library Lane)	
	(1) story renovation: Renovate Library City Hall + MP Room addition		(2) story new building: New Library/MP Rm/ City Hall	
Library + City Hall+ museum	22,230	6,800 sf CH 13,870 sf Library 1560 museum	24,277	6,455 sf CH 16,232 sf Library 1,590 museum
Multipurpose Room + Kitchen	2,770		2,723	
*Total Building Area (sf)	25,000		27,000	
* Construction Cost	\$23.1M	\$924/sf	\$27.1M	\$1003/sf
* Soft Costs (includes FF&E)	\$9.9M		\$11.6M	
*Total Project Costs (Site+Building+30% Soft costs) in today's \$\$	\$33M		\$38.7M	

Notes:

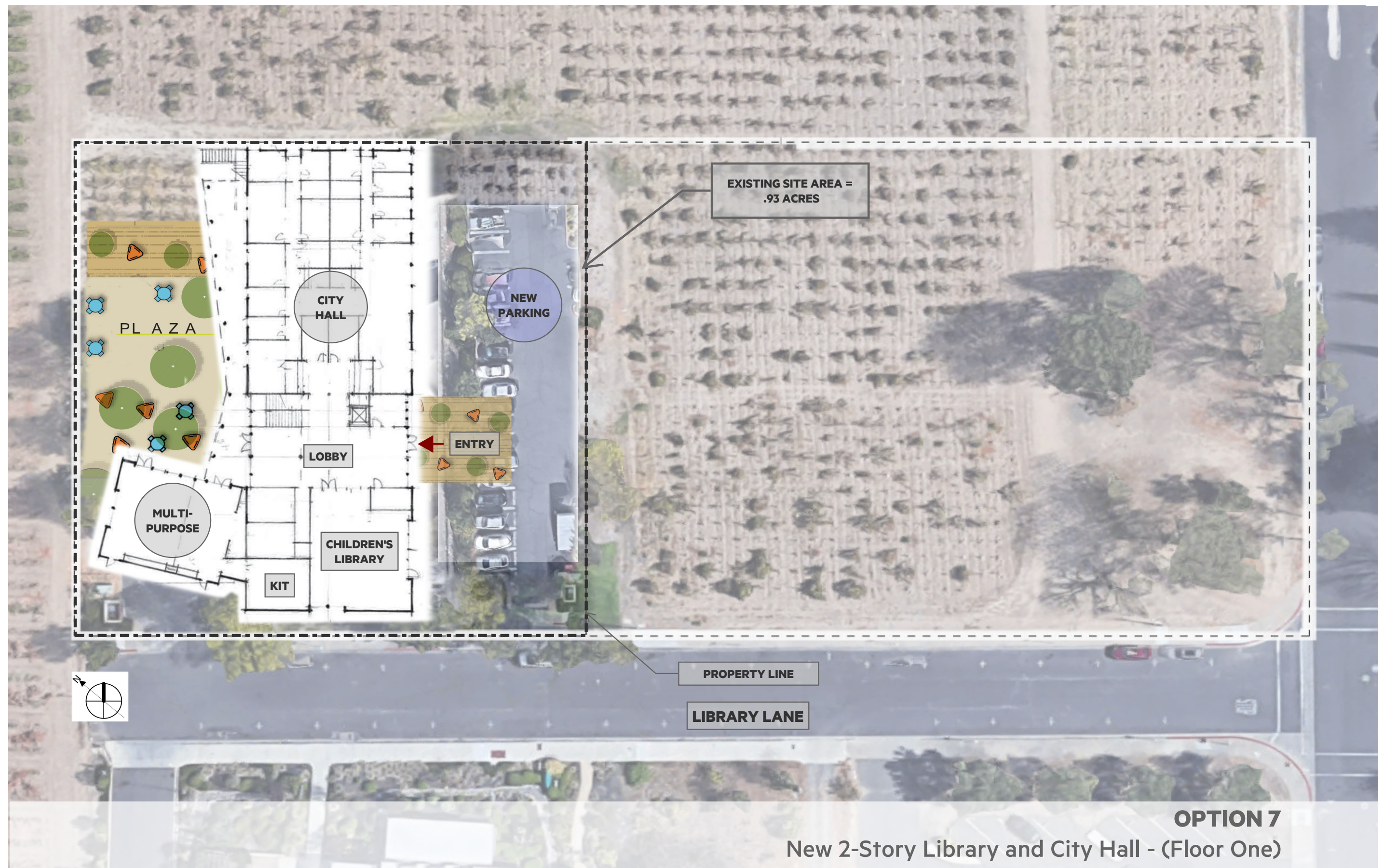
1. Total project costs do not include escalation.
2. Escalation will be approximately 15-17% to midpoint of construction, assuming construction start by Fall 2021; 5% compounded annually.
3. Add 10% premium for Net Zero/LEED gold or higher/sustainability design features
4. Options 6+7 do not include premium for a council chambers at the MP Room- Add approx \$1M for council chambers premiums, if required.



OPTION 5
Existing Library and New City Hall - One Story



OPTION 6
Remodeled Library and New City Hall - One Story



OPTION 7
New 2-Story Library and City Hall - (Floor One)





REIMAGINING ST. HELENA'S CIVIC SPACES

CITY OF ST. HELENA

NOLL & TAM ARCHITECTS

Janet Tam, Principal In Charge
Trina Goodwin, Library Interior Architect
Tom Beil, Project Manager, Project Architect

WRT | Planners + Designers

CITY COUNCIL MEETING

March 10, 2020

TONIGHT'S GOALS

1. Review Additional Master Plan Options

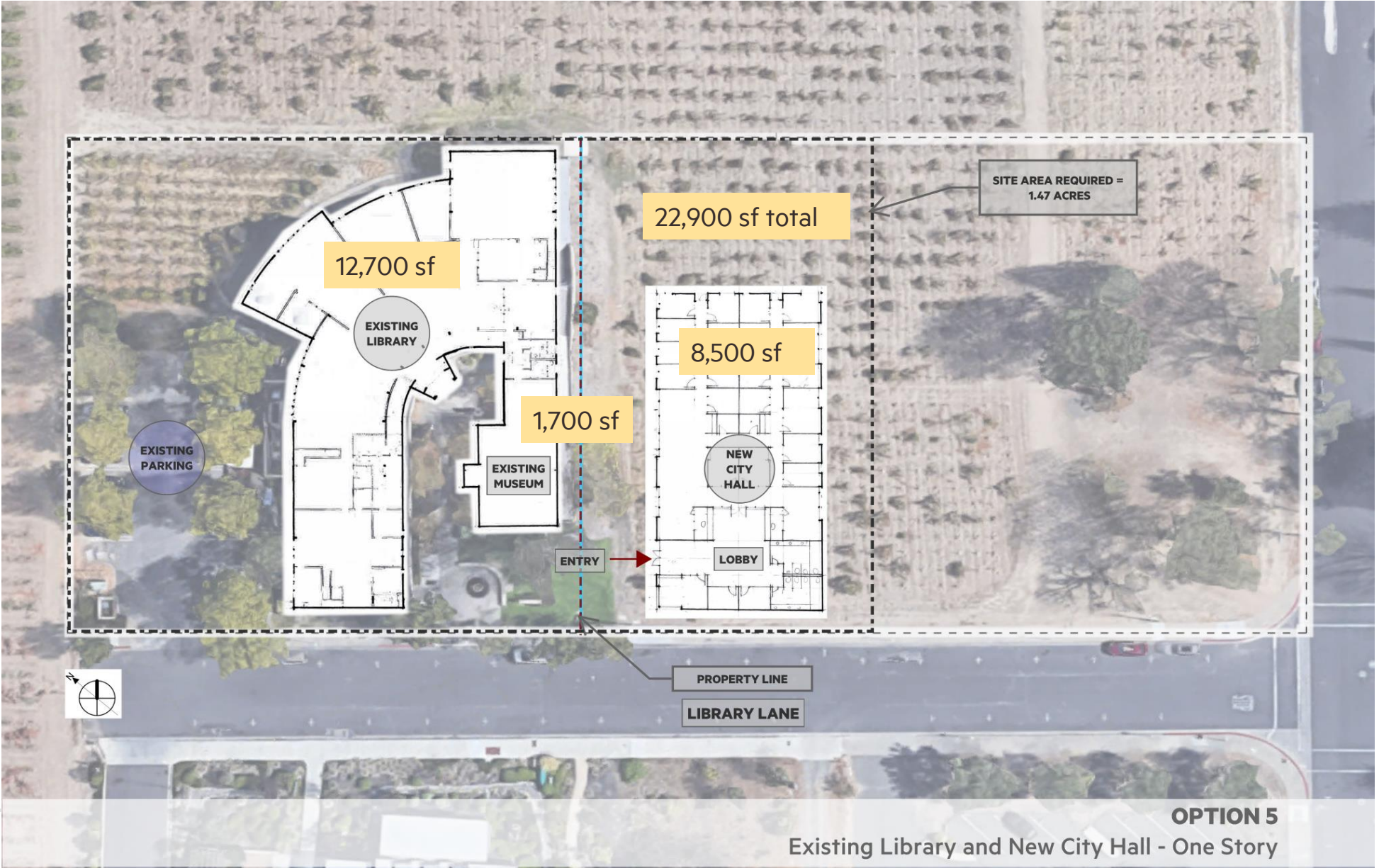
- Option 5: New free-standing City Hall
- Option 6: Existing Library Renovation + City Hall Addition
- Option 7: New Combined Library + City Hall @ Library Lane

2. Comparative Conceptual Cost Estimates

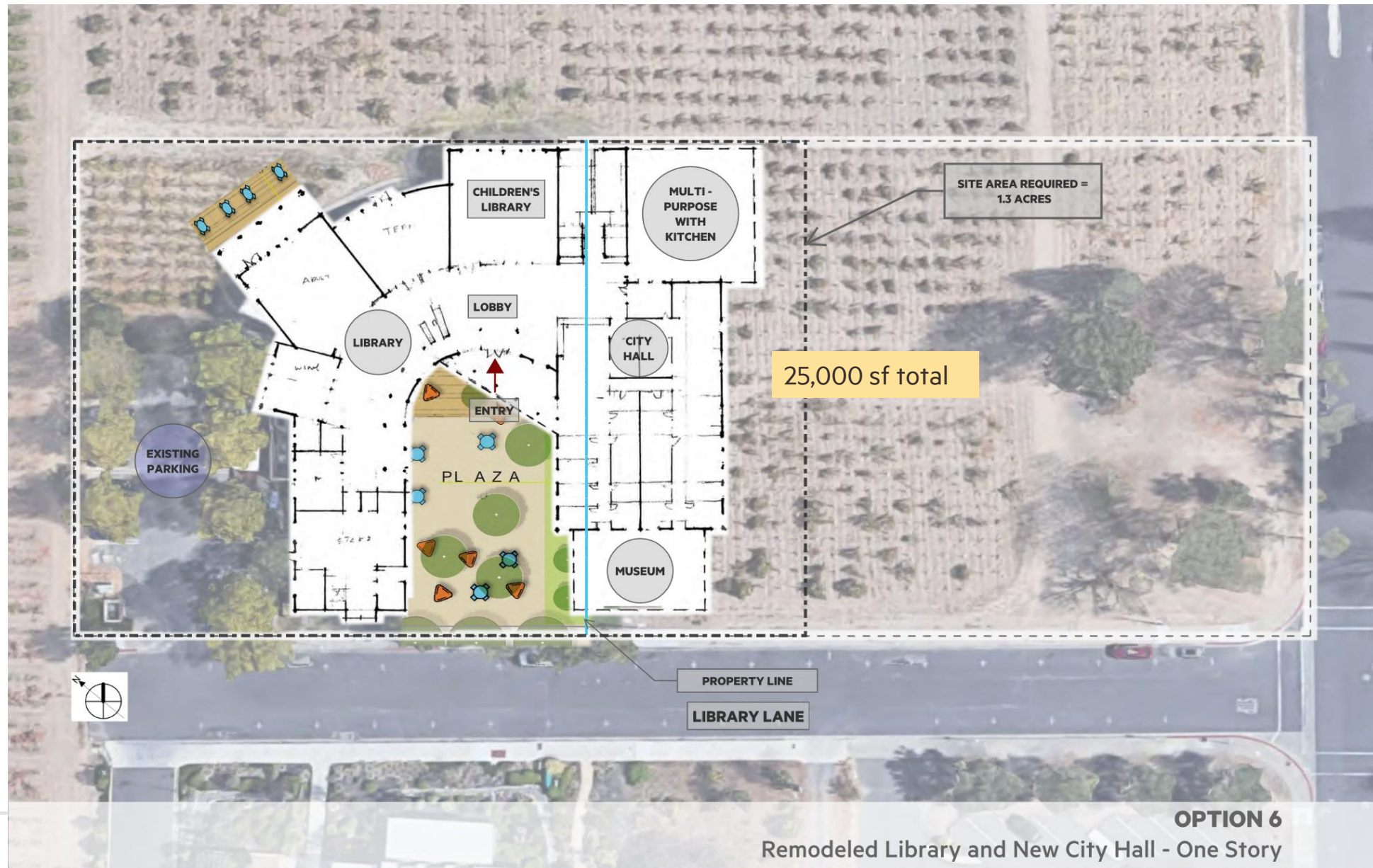
3. Q&A / Discussion

4. Receive Council comment/direction

+~~(3)~~ Master Plan Options

















OPTION 7
New 2-Story Library and City Hall - (Floor Two)



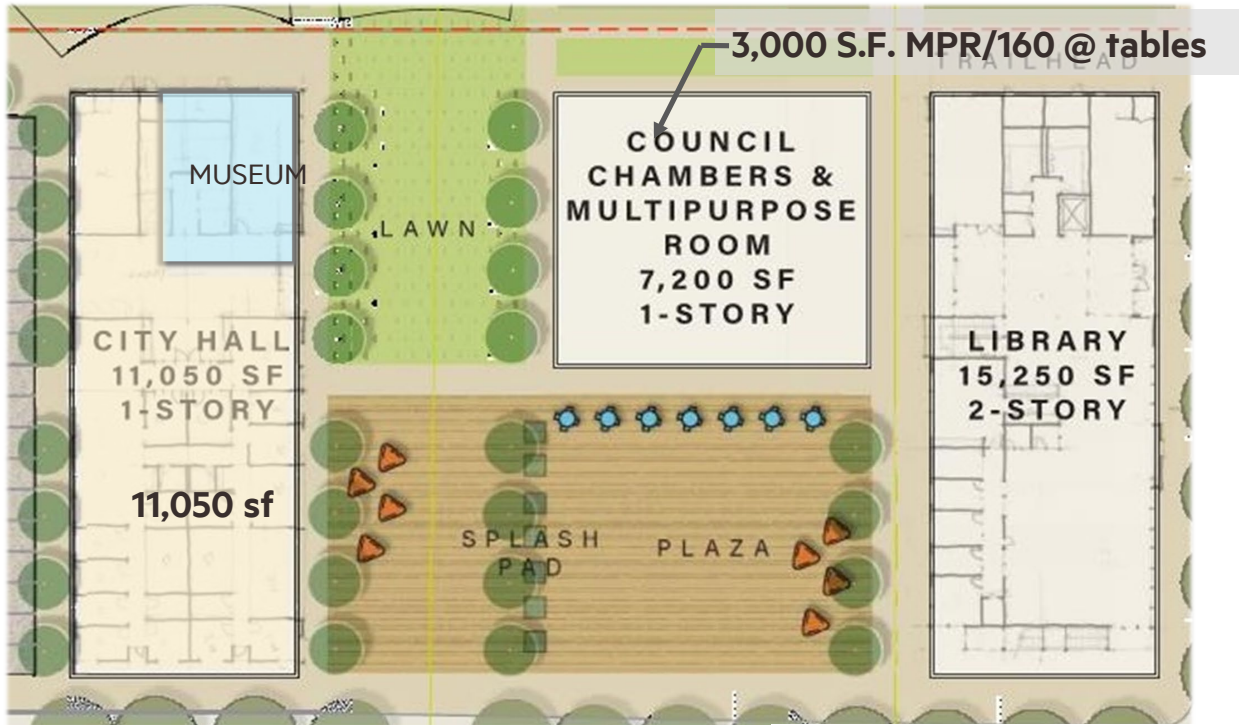






Master Plan Option 7

COMPARING OPTIONS



OPTION 4

33,500 SF total

New Library 15,250 sf

New City Hall + Museum 11,050 sf

New Multipurpose/Council chambers 7,200 sf

Added 2,550 sf for New Library includes:

Larger Children's area

Larger teen space

+(2) small meeting rooms



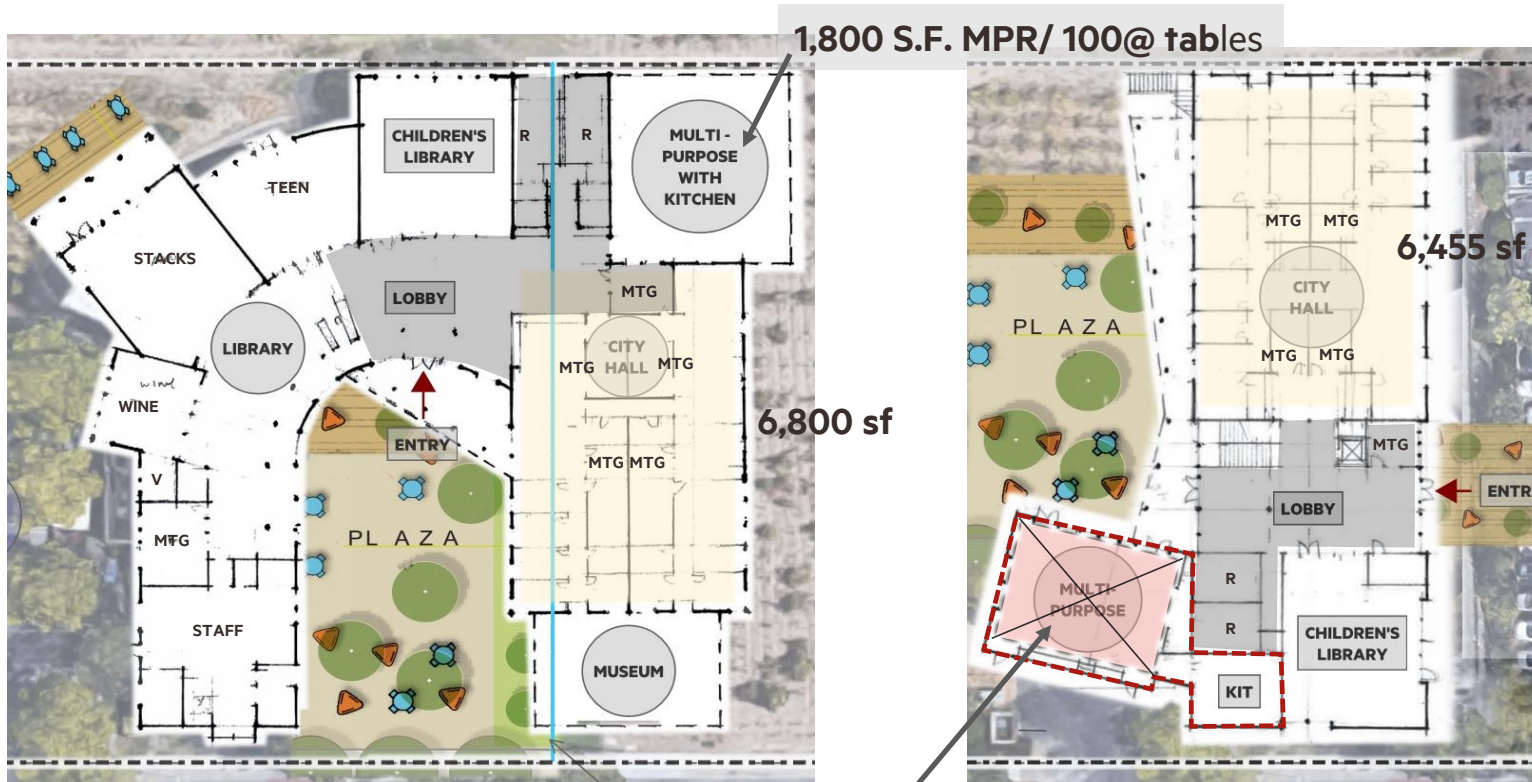
OPTION 5

22,900 SF Total

Existing Library 12,700 SF

Existing Museum 1,700 SF

New City Hall 8,500 SF



OPTION 6

25,000 SF total

6,800 sf City Hall

13,870 sf Library/Lobby

1560 sf Museum

2770 sf Multi Purpose Room

OPTION 7

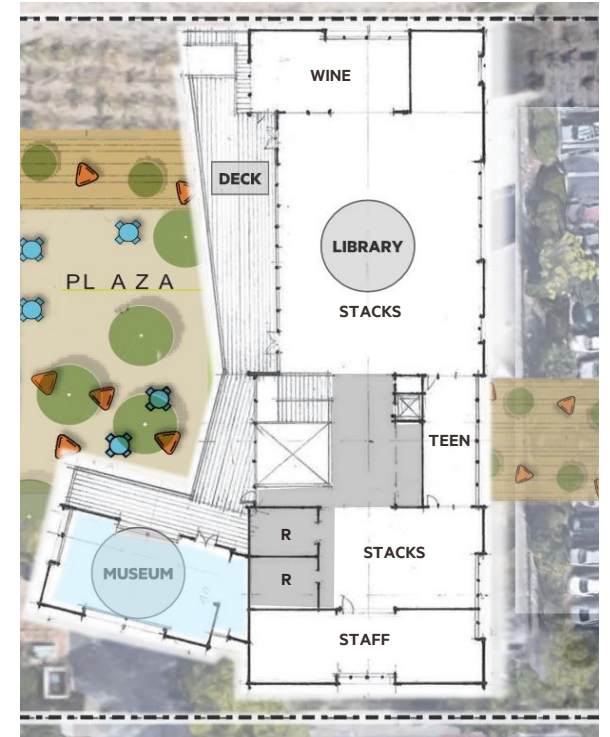
27,000 SF total

6,455 sf City Hall

16,232 sf Library/Lobby + elevator/stairs

1,560sf Museum

2,723 sf Multi Purpose Room



Floor 2

PROGRAM COMPARISONS

	Options 4 All New Campus	Option 5 Facelift+Addition	Option 6 Addition Combined	Option 7 New Combined
1. City Hall GSF Stevenson Museum	9,350 sf 1,700 sf	8,500 sf (exist) 1,700 sf	6,800sf 1,560sf	6,455 sf 1,560sf
2. Library GSF	15,250 sf	12,700 sf	13,780 sf	16,232 sf
3. MP Room + kitchen MP Room net area	7,200 sf (council chamber) 3,000 sf ++ (160@ tables)	0	2,770 sf 1,800 sf (100@ tables)	2,723 sf 1,800 sf (100@ tables)
4. Total area	33,500 sf	22,900 sf	25,000 sf	27,000 sf
5. Shared areas	N/A (6,500- 8,500 sf larger)	N/A	Lobby Shared meeting rooms Rest rooms Staff support spaces Reduced circulation + mechanical spaces	

COST ESTIMATES

ESTABLISHING A BUDGET

Construction Costs + Soft Costs = Total Project Costs

Construction Costs Includes:

- **Building** construction or renovation
 - + Demolition + Hazardous Materials removal, if required
- **Site work**, includes site utilities, surface parking, landscaping
- 20% Design Contingency at early phase

Other Added Construction Costs:

- Escalation (costs in today's dollars, then escalated to midpoint of construction)
5% per year, compounded annually
- Premiums for construction phasing and Net Zero Energy/ Sustainable features

Soft Costs: Allow 30% of project cost to include:

- Furniture Fixtures & Equipment (FF&E)
- Design Fees, Construction Management fees
- Owner project expenses- utility fee, surveys, inspections.
- Allowance for Construction Contingency (recommend 10% minimum)

TOTAL PROJECT COST INCLUDING SOFT COSTS

INCLUDES BUILDING + SITE COSTS IN TODAY'S \$\$

	Options 4 All New Campus	Option 5 Facelift+Addition	Option 6 Addition Combined	Option 7 New Combined
1. City Hall stand alone	\$12.8M	\$8.7M	N/A	N/A
30% Soft costs	5.5M	3.7M		
Total (today's \$\$)	\$18.3M	\$12.4M		
2. Library stand alone	\$16.6M	\$3.8M	N/A	N/A
30% Soft costs	7.1M	1.6M		
Total (today's \$\$)	\$23.7M	\$5.4M		
3. MP Room stand alone	\$8.5M	N/A	N/A	N/A
30% Soft costs	3.5M			
Total (today's \$\$)	\$12M			
4. Library+City Hall combined	N/A	N/A	\$23.1M	\$27.1M
30% Soft costs			\$9.9M	\$11.6M
TOTAL PROJECT COST	\$54M	\$17.8M	\$33M	\$38.7M

(OPTIONS 1-3 VARY FROM \$46M TO \$49M)

(Excludes Net Zero features / Parking garage / Lyman park improvements / Escalation)



REIMAGINING ST. HELENA'S CIVIC SPACES

CITY OF ST. HELENA

NOLL & TAM ARCHITECTS

Janet Tam, Principal In Charge
Trina Goodwin, Library Interior Architect
Tom Beil, Project Manager, Project Architect

WRT | Planners + Designers

CITY COUNCIL MEETING

March 10th, 2020

From: "Grace Kistner" <gdkistner@comcast.net>
Date: March 10, 2020 at 3:47:36 PM PDT
To: <GEllsworth@cityofsthelena.org>, "'Paul Dohring'" <PDohring@cityofsthelena.org>, "'Mary Koberstein'" <mbksthelena@gmail.com>, <achouteau@cityofsthelena.org>, <dknudsen@cityofsthelena.org>
Cc: 'Mark Prestwich' <MPrestwich@cityofsthelena.org>, 'Cindy Tzaopoulos' <ctzaopoulos@cityofsthelena.org>
Subject: [External] Adams Street Proposals

Hello,

I recommend that you quit kicking the can down the road and approve one of the options for the library, city hall, etc. that is on the agenda tonight. I voted for four of you and supported all five of you to represent me on St. Helen's City Council believing that all of you would do a fine job and move St. Helena forward. I do not think this Cities decisions should continue to be decided by one committee after another. Please recognize you responsibilities and vote to authorize a PFP for the option of your choice. This has gone on and on and gets more expensive by minute.

Grace D Kistner
25 San Juan Court
St Helena, Ca



Report to the City Council
Regular City Council - 10 Mar 2020

Agenda Section: NEW BUSINESS

Subject: Consideration regarding notice of intent to sell affordable housing unit at 1645 Voorhees Circle and direction as to whether the City desires to exercise its option to purchase said property.

CEQA Not a CEQA project
Determination:

Prepared By: Mandy Kellogg, Finance Manager

Reviewed By: April Mitts, Finance Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

On February 24, 2020, the City received notice from the St. Helena's affordable housing agency, the Housing Authority of the City of Napa ("Housing Authority"), that the St. Helena homeowner at 1645 Voorhees Circle intends to sell the home. The home is a two-bedroom, owner-occupied affordable housing unit in the Wallis Subdivision. The owners, Leticia Vanessa Hernandez and Robert Shimer, have lived in the home since November 2004.

DISCUSSION

As an owner-occupied affordable housing unit, 1645 Voorhees Circle was sold to the current ("Owner") subject to a Resale Restriction Agreement and Option to Purchase ("Agreement"). The Agreement provides that if the Owner no longer wishes to occupy or own the home, the home must be sold to an income-qualified buyer at a price set by the Agreement at either fair market value or restricted sales price, whichever is lower.

The sale of the property would be subject to another agreement to continue restricting resale under similar terms, all intended to keep the home as an affordable housing unit. Alternatively, the Agreement provides the City the opportunity to exercise or assign an

option to purchase the property. Should the City wish to exercise this option, the City would need to be prepared to purchase the home at the fair market value or restricted sales price of \$354,146, whichever is lower.

Sale by the Owner

If the City does not exercise the option to buy, the sale by the owner would proceed under the Resale Agreement restrictions that were written in 2004. Under these agreements the owner is not required to sell the property subject to the City's Local Preference Policy, which was adopted by the St. Helena City Council in 2005 and amended in July 2010.

Sale by the owner would require the Owner to cooperate with the Housing Authority in finding an income-qualified buyer, who would purchase according to the Agreement (at the restricted sales price, subject to another similar agreement). The owner would have eight months to market and sell the home in this manner. If the Owner offers the home for sale for the eight-month period without success, the Owner would need to again comply with the requirements and offer the City an option to purchase. If the City still declines to exercise its Purchase Option, the Owner may offer the home for sale to anyone, regardless of income criteria.

City's Option

As an alternative to the Owner's sale of the home, the Agreement provides the City an opportunity to exercise or assign an option to purchase. This option would need to be exercised for the City to ensure that the terms of the 2010 Local Preference Policy are followed.

The City has two opportunities to exercise the option; now, upon the Owner's notice of intent to sell or later if the Owner's eight-month marketing period ends without success. If the City exercises its option to purchase the home, either before or after the Owner's marketing, the option can be assigned to a purchaser identified and selected by the Housing Authority through implementation of the City's Local Preference Policy.

Factors Affecting Exercise Option

One factor to consider in the City's decision whether to exercise the option is that it must be exercised within 45 days of the notice of intent to sell. Therefore, the option must be exercised by April 9, 2020. Further, once the option is exercised, escrow on a sale of the home must close no later than 90 days after the notice of intent to sell, which would be May 25, 2020. The Housing Authority cautions that these time limits may not allow enough time to advertise for and then conduct a lottery in order to find an income-qualified buyer under the City's Local Preference Policy.

Ideally, the City would exercise its option and then assign the right to purchase before the deadline to close escrow. The 90-day limit for close of escrow would also apply to any assignee. Or, the City could exercise its option, purchasing the unit, and enter into a sales and purchase agreement with another buyer before escrow closes. However, by

the terms of the Agreement, if the City exercises the option it must close escrow by May 25, 2020. If a buyer has not been identified by that date, then the City will have to close escrow and hold the home until a buyer can be found.

FISCAL IMPACT

If the City exercises its option to purchase, the City will pay \$354,146, plus any costs associated with close of escrow according to the terms of the Agreement. Additional costs may be incurred with amending and recording the regulatory agreements to include the provisions of the Local Preference Policy and any costs associated with the resale to an income-qualified buyer identified through implementation of the preference policy.

RECOMMENDED ACTION

Discuss and provide direction to staff regarding the option or the Owner's attempt to sell.

ATTACHMENTS

[Notice of Intent to Sell](#)

[Resale Restriction Option To Purchase Agrm't - Nov 2004](#)

2/17/20 4:49 PM 01:33
Attachment 1

Notice of Intended Sale or Transfer

2/17/20

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

From: Bob and Vanessa Shimer

Good day,

We own a unit located within the Wallis Project. The address is 1645 Voorhees Circle, St. Helena CA 94574. Pursuant to the Resale Restriction Agreement and Option to Purchase, we would like to notify you that we intend to sell or transfer our home.

Please let us know that you have received this letter, what the next steps are and whether you intend to exercise your Option to Purchase. Also, we do have a couple of questions so would love to talk to someone in person, if possible.

Sincerely,



Bob Shimer bobshimer@gmail.com, 707-230-3882

CC: Napa Valley Housing Authority—P.O. Box 660 Napa, CA 94559

Attachment 2



2005-0005360

EXEMP FROM RECORDING FEES
PURSUANT TO GOVERNMENT
SECTION 27383

Recording requested by and
When recorded return to:

Napa Valley Housing Authority
P.O. Box 660
Napa, CA 94559

Recorded	REC FEE	.00
Official Records		
County Of		
NAPA		
JOHN TUTEUR		
Recorder		
	VB	
02:19PM 09-Feb-2005	Page 1 of 16	

REQUEST TO RE-RECORD

AGREEMENT TO RESALE RESTRICTION AND OPTION TO PURCHASE

On page 4 The Title Company missed filling the date the document was recorded.



FIRST AMERICAN TITLE COMPANY
OF NAPA

Recording requested by and
When recorded return to:
EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT SECTION 27383

Napa Valley Housing Authority
P. O. Box 660
Napa, CA 94559

APN: 009-602-009



2004-0048901
Recorded
Official Records
County Of
NAPA
JOHN TUTEUR
Recorder
REC FEE .00
08:00AM 22-Nov-2004 VB Page 1 of 15

AGREEMENT TO RESALE RESTRICTION AND OPTION TO PURCHASE

Section 1. Parties. This Resale Restriction Agreement and Option to Purchase (the "Agreement") is entered into as of this 8th day of November, 2004, by and between the City of St. Helena, a California municipal corporation (the "Agency"), and Osvaldo Ayala Moreno and Leticia Vanessa Hernandez (the "Owner" and "Transferor").

Section 2. Definitions. The following defined terms have the meanings indicated in this Section 2. Exhibits to this Agreement are hereby incorporated by reference. All recordings required by this Agreement shall be in the official records of Napa County.

(a) "Agreement" means this Resale Restriction Agreement and Option to Purchase.

(b) "Appraiser" means an appraiser who is a MAI member of the American Institute of Real Estate Appraisers or a SRPA member of the Society of Real Estate Appraisers (or in case such professional designations are modified or discontinued, the most nearly equivalent successor designations).

(c) "Business day" means a day other than a Saturday or Sunday on which banks located in Napa County are not required or authorized to remain closed.

(d) "Agency" means the City of St. Helena, a California municipal corporation.

(e) "Designee" means an individual, corporation, agency or other organization which the Agency has designated to become the Optionee pursuant to Section 6.

(f) The term "including" or variants thereof shall mean "including without limitation."

(g) "Index" means the index of median yearly income, adjusted for family size, for a family in Napa County, California, as published from time to time by the California Department of Housing and Community Development; provided, however, that if such income figures are no longer published or have not been updated for a period of at least eighteen (18) months, the Agency may use such other reasonable method as it may choose to determine median yearly income in Napa County.

(h) "Optionee" means the party who, pursuant to Section 6, is entitled to exercise the Purchase Option as provided in this Agreement.

(i) "Owner" means Osvaldo Ayala Moreno and Leticia Vanessa Hernandez.

(j) "Transfer Fees" means those fees payable to the Agency by Transferor upon a Prohibited Transfer or a Transfer pursuant to Section 9 or 10, as set forth in Section 7(c).

(k) "Prohibited Transfer" has the meaning stated in Section 7.

(l) "Purchase Option" means the option to purchase granted by the Owner, as optionor, to the Optionee, as optionee, by this Agreement.

(m) "Residence" means the real property identified in Section 4 of this Agreement and more particularly described on Exhibit A, including all improvements and appurtenances.

(n) "Transfer" has the meaning stated in Section 7.

(o) "Procedures Manual" means the Procedures Manual for the Wallis Project as such may be amended from time to time by the Agency.

Section 3. Recitals. The following recitals of fact are a material part of this Agreement.

(a) WHEREAS, the Agency has developed a program, as described in that certain First Amended and Restated Affordable Housing Agreement, dated as of March 9, 1993, between the Agency and Edward J. Wallis (as such may be amended from time to time, the "Affordable Housing Agreement"), to provide housing opportunities to moderate income purchasers of homes to be offered for sale at prices which are below those otherwise prevailing in the market; and

(b) WHEREAS, the intent of the Agency is to preserve the affordability of the homes for persons of moderate income for as long as possible;

(c) NOW, THEREFORE, in consideration of the benefits received by the Owner, and for other good and valuable considerations, the receipt and sufficiency of which are

hereby acknowledged, and intending to be bound, the Owner and the Agency agree as follows:

Section 4. The Residence. The Residence which is the subject of this Agreement has a street address of: 1645 Voorhees Circle, and its legal description is "Exhibit A" to this Agreement. The Residence shall be subject to the terms and conditions here set forth.

Section 5. Owner Representations and Warranties. The Owner represents and warrants to the Agency that the financial and other information previously provided to the Agency, the original subdivider or any lenders by the Owner for the purpose of qualifying to purchase the Residence was true and correct at the time it was given and remains true and correct as of the date of this Agreement. The Owner further represents and warrants to the Agency that the Owner shall occupy the Residence as his or her principal residence (i.e., live in the Residence at least 10 months out of each calendar year). Owner shall comply with all administrative requirements described in the Procedures Manual, a copy of the then current version of which shall be given to Owner upon purchase of the Residence.

Section 6. Purchase Option. The Owner hereby grants to the Agency, as optionee (the "Optionee"), an option to purchase the Residence (the "Purchase Option") on the terms of this Agreement. The Agency may designate by resolution any individual or entity (the "Designee") to exercise the Purchase Option. The Designee when so designated shall then be the Optionee. After the exercise of the Purchase Option by the then Optionee in the manner hereinafter prescribed, the Optionee may assign the Purchase Option to any substitute buyer who is approved by the Agency; provided, however, that such subsequent assignment shall not extend any time limits contained herein. Upon approval by the Agency, such substitute buyer shall become the Optionee. The Agency shall give the Owner notice of any designation of a Designee. The Agency, the Designee or the Optionee, as the case may be, shall give the Owner notice of any assignment to an Optionee. In addition to giving notice to the Owner, any designation of a Designee or assignment by the then Optionee of the Purchase Option shall be by a written instrument executed and acknowledged by the parties, in recordable form, which shall be recorded.

Section 7. Transfer by Owner. Any attempt by the Owner to make a Prohibited Transfer of title to or any interest in the Residence or otherwise in violation of this Agreement shall be void and subject to exercise by the Optionee of the Purchase Option described in Section 6.

(a) "Transfer" means any voluntary or involuntary sale, assignment or transfer of ownership of or any interest in the Residence, including a fee simple interest, tenancy in common, joint tenancy, community property, tenancy by the entireties, life estate, or other limited estate, leasehold interest or any rental of the Residence in excess of 60 days in any calendar year, or any interest evidenced by a land contract. Any Transfer

without satisfaction of the conditions of this Agreement shall be deemed a "Prohibited Transfer." In addition, any breach by the Owner of the representations and warranties set forth in Section 5 shall be deemed a "Prohibited Transfer."

(b) The following Transfers are not considered Prohibited Transfers and therefore are not subject to exercise by the Optionee of the Purchase Option: (i) Transfer by gift, devise, or inheritance to the Owner's spouse or natural or adopted children; (ii) Transfer of title by an Owner's death to a surviving joint tenant, tenant by entireties, or a surviving spouse of community property; (iii) Transfer of title to a spouse as part of divorce or dissolution proceedings; (iv) Transfer of title or an interest in the Residence to the spouse in conjunction with marriage; or (v) Transfer of title to an inter vivos or testamentary trust for estate planning purposes where the Owner is a trustee of such trust; providing, however: (x) that these covenants shall continue to run with the title to the Residence following said Transfers; and (y) that an instrument be executed, acknowledged and recorded by the transferee containing the following covenant: "This Residence is subject to the Resale Restriction Agreement and Option to Purchase recorded on

November 22, 2004 Record No. 2004-0048901 and Re-recorded on January 31, 2005

(the Agreement") and transferee, on behalf of transferee, and transferee's successors and assigns, covenants and agrees to be bound by and perform the Agreement, and to include in any further Transfer of the Residence pursuant to Section 7(b) of the Agreement the covenant required by Section 7(b) of the Agreement." A transferee who satisfies the conditions of this Section 7(b) shall then be the Owner. Should a transferee under this Section 7(b) fail to record the instrument described in this Section, the provisions of this Agreement will remain in full force and effect and such attempted Transfer shall be a Prohibited Transfer subject to the provisions of Section 15 of this Agreement.

(c) Upon any Prohibited Transfer, or any Transfer pursuant to Section 9 or 10, Transferee shall pay to the Agency a Transfer Fee of Five Hundred Dollars (\$500.00). The amount of the Transfer Fee established by this Section may be adjusted by the Agency annually in an amount not to exceed the percentage change in the Consumer Price Index from the later of June 1, 1992 or the last adjustment made to the Transfer Fee. During the month of June of each year, the Agency shall establish by resolution any adjusted Transfer Fee for the ensuing fiscal year. In the event the Agency does not adjust such Transfer Fee in June of any particular year, the prior fee schedule shall remain in effect.

Section 8. [reserved]

Section 9. Procedure on Sale. Whenever the Owner of the Residence no longer desires to own the Residence, and intends to make a Transfer of title to or any interest in the Residence which, unless the Owner complies with this Section 9, would be a Prohibited Transfer, the Owner shall notify the Optionee to that effect. The Optionee, upon receipt of said notice, shall then have the right to exercise its Purchase Option by delivery of notice to the Owner of such exercise at any time within forty-five (45) calendar days from the receipt by the Optionee of such written notice from the Owner of intent to sell or otherwise transfer the Residence.

If the Optionee exercises its right to purchase the Residence, closing shall be through an escrow with the title insurance company issuing the owners title insurance policy required by Section 11 of this Agreement, utilizing the form of escrow agreement customarily used by such escrowee in residential transactions in Napa County, modified to the extent necessary to conform to this transaction. The escrow shall be opened upon delivery by the Optionee to the Owner of notice of the Optionee's exercise of the Purchase Option or as soon thereafter as possible. In the event the Optionee decides to assign the Purchase Option, the Optionee may postpone opening of escrow until selection of the new Optionee pursuant to Section 6, or as soon thereafter as possible. In the event the Optionee postpones opening of escrow and is unable to select such an assignee, the Optionee retains the right to open escrow and complete the purchase. In all cases, the closing of the sales transaction shall be within ninety (90) days from receipt by the Optionee of the Owner's notice of intent to sell.

Section 10. Transfer by Owner if Purchase Option is not exercised. In the event the Optionee does not exercise its Purchase Option within forty-five (45) days of the Owner's notice pursuant to Section 9, the Owner may offer the Residence for sale at any time during the eight (8) months following expiration of the notice period if the following conditions are satisfied. If the Owner fails to Transfer the Residence during this eight-month period, the Owner must comply again with the requirements of Section 9 before a Transfer of the Residence pursuant to this Section 10 can take place.

(a) The transferee intends to occupy the Residence as his or her principal place of residence; the transferee may not collectively earn more than one hundred twenty percent (120%) of the then current median income, adjusted for family size, for a family in Napa County as defined by the Index. The Agency will allow co-signers not meeting the conditions set forth in the preceding sentence for purposes of obtaining loans so long as the transferee of the Residence meets the conditions set forth in the preceding sentence.

(b) The owner must notify the Agency at least forty-five (45) calendar days prior to the date of Transfer of the Residence and otherwise comply with all the eligibility and other requirements of the Agency's program described in this Agreement and in the then current version of the Procedures Manual, including the earnings limitations applicable to the transferee contained in Section 10(a) of the Agreement. The Agency shall approve or disapprove of the proposed transferee within thirty-five (35) calendar days. In the event the Agency does not disapprove of the proposed transferee by notice to the Owner within thirty-five (35) calendar days after receiving the Owner's notice, the Agency shall be deemed to have approved the proposed transferee.

(c) Any transferee approved pursuant to Section 10(b) shall, as part of the closing documentation for the Transfer, execute an agreement substantially similar to this Agreement and for a thirty-year term. The agreement shall be recorded by transferee at closing and, upon recordation, shall supersede the terms of this Agreement and this Agreement shall be of no further force and effect and shall terminate as provided by Section 26. Such transferee shall also execute any documents and take any acts required by the then current version of the Procedures Manual.

(d) If: (i) the Optionee does not exercise its Purchase Option pursuant to Section 9; (ii) the Owner offers the Residence for sale for the eight-month period described above without success; (iii) the Owner again complies with the requirements of Section 9; and (iv) the Optionee still declines to exercise its Purchase Option, the Owner may offer the Residence for sale to anyone, regardless of income criteria. The Owner, however, will be subject to the remaining requirements of this Agreement, including the obligations set forth in Section 10(b) & (c) and the purchase price limitation contained in Section 11.

Section 11. Purchase Price; Owner's Warranties; Title Insurance.

(a) Closing costs and title insurance shall be paid pursuant to the custom and practice in Napa County at the time of the opening of escrow for all Transfers pursuant to Section 9 or Section 10 above. At the closing the Owner shall furnish the Optionee or transferee, as the case may be, an ALTA owner's residential title insurance policy, subject to its exclusions from coverage, special exceptions for current taxes and assessments not yet due, and such matters (other than taxes, assessments, and encumbrances created or suffered by the Owner who signed this Agreement and all those claiming under that Owner) which were exceptions to title on the date of this Agreement. At the closing Owner shall convey title to the transferee, the Optionee or the Optionee's nominee, as the case may be, by grant deed, or its equivalent which warrants title against matters created or suffered by the Owner and those claiming under the Owner.

(b) For all Transfers pursuant to Section 9 or Section 10 above, the purchase price (the "Purchase Price") of the Residence shall be fixed at the lower amount arrived at via the following two methods:

(i) The Optionee or Agency may have an appraisal made by a neutral professional Appraiser of its choice to establish the market value.

The Owner may also, at Owner's own expense, have an appraisal made by a neutral professional Appraiser of the Owner's choice to establish the market value. If agreement cannot be reached, the average of the two appraisals shall be deemed to be the market value.

(ii) Two Hundred Sixty Thousand One Hundred Seventy One Dollars (\$260,171) (the base price) plus the amount of any Transfer Fees paid pursuant to this Agreement, plus any reasonable closing costs actually to be incurred by the Owner in the sale to the transferee pursuant to Section 9 or 10, plus an amount, if any, to compensate for any increase in the Index. For that purpose, the Index prevailing on the date of the purchase of the Residence by the Owner who initially entered into this Agreement shall be compared with the latest Index available on the date of receipt by the Optionee of the Owner's notice of intent to sell. The percentage increase in the Index, if any, shall be computed and the base price shall be increased by that percentage; provided, however, that the price in no event be lower than the purchase price paid by the selling Owner when that Owner purchased the Residence.

This adjusted price shall be increased by the value of any documented, permanent capital real estate or fixed improvements approved by Agency, up to a maximum of 10 percent of the adjusted price. No price adjustment will be made except upon presentation to the Agency of written documentation of all expenditures made by Owner for which an adjustment is requested.

(c) Any sale price determined through the use of the method described in Section 11(b)(ii) (base price adjusted by the Index and value of improvements, fixtures or equipment added) shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance costs, which amount shall be determined as follows: Upon receipt of notice of Owner's intent to sell, the Agency shall have thirty (30) days to determine whether any violations of applicable building, plumbing, electric, fire or housing codes or any other provisions of the City Code exist. In the event deficiencies are noted, the Agency shall obtain estimates to cure the observed deficiencies. The Owner shall cure the deficiencies in a reasonable manner acceptable to the Agency within forty-five (45) days of being notified of the results of the inspection, but in no event later than close of escrow. Should Owner fail to cure such deficiencies prior to the scheduled date of close of escrow, at the option of the Optionee/transferee, exercised on or before closing, the escrow may be closed, title passed and money paid to the Owner subject to the condition that such funds as are necessary to pay for curing

such deficiencies (based upon written estimates obtained by the Agency) shall be withheld from the money due the Owner and held by the escrowee holder for the purpose of curing such deficiencies. If the amount necessary to cure such deficiencies exceeds the amount of money due the Owner out of the escrow, the Owner shall pay the amount of such shortfall into escrow prior to closing. The Optionee/transferee shall cause such deficiencies to be cured and upon certification of completion of work by the Agency, the escrowee shall utilize such funds to pay for said work. Any remaining funds shall be paid to the Owner. No other payment shall be due to the Owner.

(d) In no event shall the Agency become in any way liable to the Owner, nor become obligated in any manner to any other party, by reason of the assignment of its Purchase Option, nor shall the Agency be in any way obligated or liable to Owner for any failure of the then Optionee to consummate a purchase of the Residence or to comply with the terms of the Purchase Option.

(e) Until such time as the Optionee's purchase option is exercised, waived, or expired, the Residence shall not be Transferred, as defined in Section 7 above, except as provided in Section 7(b). This provision shall not prohibit the Owner from encumbering of title for the sole purpose of securing financing; however, in the event of foreclosure or transfer by deed in lieu of foreclosure, the provisions of section 13 of this Agreement shall govern. Further, the Owner shall not use the Residence as collateral for an amount exceeding the Purchase Price of the Residence.

Any requirement of this Agreement may be waived by the Agency in its sole discretion, such waiver to be in writing and consistent with the Agency's goal of creating, preserving, maintaining, and protecting housing for persons of low and moderate income. Notwithstanding the foregoing, any waiver in connection with a Residence purchased by a veteran with a loan guaranteed by the Veterans Administration shall only be effective after submission to, and approval by, the Loan Guaranty Division of the VA Regional Office.

Section 12. Termination of Purchase Option. The provisions set forth in this Agreement relating to the Optionee's Purchase Option shall terminate and become void automatically thirty (30) years following the date of execution of this Agreement.

Section 13. Default and Foreclosure. A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Residence shall be recorded by the Agency, any Designee and any other Optionee. Any notice of default given pursuant to Civil Code Section 2924b, as amended, shall constitute an Owner's notice of intent to sell under Section 9 of this Agreement, and the Optionee may exercise its Purchase Option pursuant to the provisions of this Agreement; provided however, that, notwithstanding any language contained in this Agreement to the contrary, with regard to the rights of the lien holder, the Optionee must complete such purchase no later than the end of the period established by California Civil Code Section 2924c for reinstatement of a monetary default under the

deed of trust or mortgage.

In the event of default and foreclosure, the Agency shall have the same right as the Owner to cure defaults and redeem the Residence prior to the foreclosure sale. Such redemption shall be subject to the same fees, charges and penalties which would otherwise be assessed against the Owner. Nothing herein shall be construed as creating any obligation on the part of the Agency to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

In the event that no request for notice is recorded, the Optionee's Purchase Option shall run from the date the notice of default is given to the Owner, and any such purchase must be completed within the period established in this Section 13. In the event the Optionee elects not to exercise its rights to purchase upon default, and a foreclosure sale is consummated, any surplus proceeds to which the Owner may be entitled following foreclosure under California state law shall be paid as follows: After any required payment of encumbrances, that portion of surplus, if any, up to but not exceeding the net amount that the Owner would have received after any required payment of encumbrances under the formula set forth above had the Optionee exercised its right to purchase the Residence on the date of the foreclosure sale, shall be paid to the Owner on the date of the foreclosure sale; the balance of surplus, if any, shall be paid in accordance with the terms of section 12 of the Affordable Housing Agreement. In the event that the Optionee does not elect to purchase the Residence pursuant to the provisions of this Section 13 and the Residence is sold through foreclosure, the provisions of Section 18 below pertaining to subordination shall apply.

Section 14. Distribution of Insurance and Condemnation Proceeds. In the event that the Residence is condemned or destroyed (or in the event that the Residence consists of a unit in a condominium project and the condominium project is destroyed and insurance proceeds are distributed to the Owner, instead of being used to rebuild, or in the event of condemnation, if proceeds thereof are distributed to the Owner, or in the event of termination of the condominium, liquidation of the association and distribution of the assets of the association to the members thereof, including the Owner), any surplus proceeds from insurance or condemnation so distributed remaining after payment of encumbrances on the Residence shall be distributed as follows: That portion of the surplus up to but not to exceed the net amount that Owner would have received under the formula set forth above had the Optionee exercised its Purchase Option on the date of the destruction, condemnation valuation date, or liquidation, shall be distributed to the Owner, and the balance of such surplus, if any, shall be distributed in accordance with the terms of section 12 of the Affordable Housing Agreement.

Section 15. Notice of Prohibited Transfer. Within thirty (30) days after receiving notification that a Prohibited Transfer has occurred in violation of this Agreement, the Optionee will give written notice to the Owner, specifying the nature of the Prohibited

Transfer. If the violation is not corrected to the satisfaction of the Optionee within ten (10) days after the date of the notice, or within such further time as the Optionee determines is necessary to correct the violation, the Optionee may declare a default under this Agreement. Upon the declaration of a default, the Optionee may exercise its Purchase Option as set forth in Section 9 or apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate.

Section 16. Attorney Fees and Costs. If either party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For purposes of this Section, attorney fees shall include, without limitation, fees incurred in the following: (a) postjudgment motions; (b) contempt proceedings; garnishment, levy and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation.

Section 17. Controlling Agreement. The Owner covenants that the Owner has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, the Owner understands and agrees that this Agreement shall control the rights and obligations between and among the parties.

Section 18. Subordination. This Agreement is subordinate to any deed of trust or mortgage on the property made by or held by an institutional lender or institutional investor. Any party, and its successors and assigns, including the United States Department of Housing and Urban Development ("HUD"), receiving title to the property through a trustee's sale, a judicial foreclosure sale or deed in lieu of foreclosure, of such deed of trust or mortgage, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Agreement. Upon assignment of the deed of trust or mortgage to HUD pursuant to 24 CFR 203.650 (or any successor provision), the provisions of this Agreement shall terminate and be of no further force or effect.

Section 19. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

Section 20. Time of the Essence. Time is of the essence of this entire Agreement. Whenever under the terms of this Agreement the time for performance falls on a day which is not a business day, such time for performance shall be on the next day that is a business day.

Section 21. Notices. All notices required herein shall be in writing and shall be considered as given when personally delivered or one business day following the day on which notice is delivered to Federal Express or similar overnight delivery service with all delivery charges paid, addressed to the parties as follows:

If to Agency: City of St. Helena
 1480 Main Street
 St. Helena, CA 94574

with copy to: Napa Valley Housing Authority
 1115 Seminary Street
 Napa, CA 94559
 Attn: Executive Director

If to Owner:

If to Optionee: At the address specified in the designation or
(other than the agency) assignment required by Section 6.

The address of a party for notices may be changed by that party's designation to all other parties of the new address and the recording of the designation, including the recording reference of this Agreement and its legal description contained in Exhibit A.

Section 22. Covenants as to Use of and Title to the Residence. The Owner covenants and agrees with the Agency that the Owner will use and maintain the Residence as a single family residence and will perform all obligations of any consensual lien encumbering the Residence, until a permitted Transfer, purchase by the Optionee pursuant to this Agreement or termination of this Agreement.

Section 23. Captions and Pronouns. The captions and headings of the various sections of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

Section 24. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land described in Exhibit A and are binding upon the heirs, successors, assigns and personal representatives of the parties

hereto and inure to the benefit of the heirs, personal representatives and permitted successors and assigns of the parties hereto.

Section 25. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties, to create a valid and enforceable Purchase Option and prevent any Prohibited Transfer or any use of the Residence in violation of this Agreement is carried out.

Section 26. Termination. This Agreement shall terminate on the earlier of conveyance to the Optionee or its nominee pursuant to exercise of the Purchase Option, acquisition of title through a foreclosure of any consensual lien to which this Agreement has been subordinated, or termination of the Purchase Option pursuant to Sections 10 or 12. Upon termination of this Agreement, on request of the then record owner of the fee title to the Residence the Agency and any other Optionee shall execute, acknowledge and record a termination of this Agreement. To the extent permitted by law, any unfulfilled obligations of any Owner which arise during the term of this Agreement shall survive the termination of this Agreement, but this Agreement shall no longer affect title to the Residence.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.



CITY OF ST. HELENA

By:

Bert Johansson
Bert Johansson, City Manager

ATTEST

Delia Guijoa
Delia Guijoa, City Clerk

Buyer:

Oswaldo Ayala Moreno
Oswaldo Ayala Moreno

Leticia Vanessa Hernandez
Leticia V. Hernandez

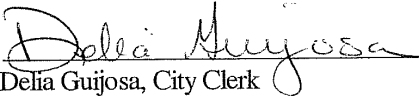
*VANESSA

STATE OF CALIFORNIA)

COUNTY OF NAPA)

On November 9, 2004 before me, the undersigned, City Clerk, of the City of St. Helena, personally appeared Bert Johansson, City Manager of the City of St. Helena, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Delia Guijosa, City Clerk



STATE OF CALIFORNIA
COUNTY OF NAPA

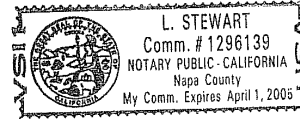
} SS:

On November 17, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Osvaldo Ayala Moreno and Leticia Vanessa Hernandez** ~~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(ies), 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

[Handwritten Signature]

FOR NOTARY SEAL OR STAMP



Notaryak

END OF DOCUMENT

EXHIBIT A

PROPERTY DESCRIPTION

The land referred to in this report is situated in the City of St. Helena, County of Napa, State of California, and is described as follows:

LOT 18, as shown on the map entitled "Final Map of the Wallis Project", filed August 25, 1992, in Book 19 of Maps, page(s) 9-11, in the office of the County Recorder of Napa County.

APN: 009-602-009